



**STATE OF WEST VIRGINIA  
PUBLIC EMPLOYEES INSURANCE AGENCY  
HEALTH PROMOTION AND WORKSITE WELLNESS SERVICES**

**REQUEST FOR PROPOSALS**

**PEI-012002**

**PUBLIC EMPLOYEES INSURANCE AGENCY STATE OF WEST VIRGINIA  
HEALTH PROMOTION AND WORKSITE WELLNESS SERVICES**

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## **REQUEST FOR PROPOSALS**

*All proposals not received on a timely basis will be returned unopened to the bidder.*

You should be aware that the PEIA requires a 120-day advance written notice of renewal action. Rates should be guaranteed from anniversary date to anniversary date. It is anticipated this program will be effective on July 1, 2012.

The Client reserves the right to accept or reject any and all proposals. Proposals containing the lowest cost will not necessarily be accepted on this basis alone, as the Client recognizes that factors other than costs are important to the ultimate selection of the provider or providers of their benefit plan. Segal will compile an analysis of the proposals received and present it to the Client for review. Based on its analysis of the bids, the Client will make all final decisions and the contract award shall be made by Client Management on a consensus basis.

We look forward to receiving a timely proposal from you that will provide complete and carefully prepared information. We believe this Request for Proposals will adequately provide you with the information necessary for you to submit a proposal; however, if additional clarification or information is necessary, please contact Lalaine Balois at the Segal Company, 1920 N St., NW, Suite 400, Washington, D.C. 20036.

**INTENT TO BID FAX**

**Due Date: September 2, 2011**

The Segal Company  
1920 N Street, N.W., Suite 400  
Washington, DC 20036

**FAX: 202-833-6490**

**ATTN: Lalaine Balois**

**RE: Health Promotion and Worksite Wellness Request for Proposal (RFP) for PEIA**

This is to advise that we are in receipt of the above referenced RFP. We are advising you of the following (*check one*):

\_\_\_\_\_ We plan to respond to this proposal.

\_\_\_\_\_ We do not plan to respond to this proposal because \_\_\_\_\_.

\_\_\_\_\_ We do not plan to respond to this proposal and please remove our name from your vendor list as we do not wish to receive RFPs in the future.

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
**Name of Company**

\_\_\_\_\_  
**Address**

\_\_\_\_\_  
**City/state/zip code**

\_\_\_\_\_  
**Phone Number**

\_\_\_\_\_  
**E-Mail Address**

## SECTION I - INTRODUCTION

### A. Problem Statement

West Virginia is experiencing an epidemic of obesity and its related chronic conditions. With over 60% of the population meeting the criteria for overweight and over 30% classified as obese, health care claims are escalating in relation to the medical and pharmaceutical treatments for heart disease, diabetes, hypertension, sleep apnea, and asthma. Virtually no state resident, child or adult, has been left unaffected. It is no different for public employees and their families.

The consequences are serious in regards to the mortality and morbidity of our members as well as the fiscal health of the plan. Policyholders want to keep premium increases to a minimum, while state taxpayers are concerned with possible increases in state subsidies. The trend simply cannot be sustained.

In recognition of these and other pressures, the West Virginia Public Employees Insurance Agency (PEIA) has strengthened its worksite wellness program, while creating new disease management programs designed to address the necessary lifestyle changes needed for participants to better manage and, in some cases, reverse their conditions. Although the programs have been well received by the participants and nationally recognized by the Council of State Governments and the National Governor's Association, among others, they are still insufficient in light of the pervasiveness of these conditions.

PEIA recognizes that it cannot singularly reverse the obesity trend. However, it has and can maintain a leadership position in regards to the creation and implementation of innovative, effective programs that deliver services to our members in an easily accessible manner that makes a difference in their daily lives.

PEIA's worksite wellness program, the PEIA Pathways to Wellness Program, was initiated in the early 1990s with four pilots, delivering health screening services at local worksites. Although Pathways experienced minimal growth in the early years, it was dramatically enhanced from 1999 until the year 2009, with the addition of new sites and lifestyle programming addressing physical activity, nutrition and stress management. (Tobacco cessation is delivered individually through the plan's coverage of physician visits and pharmacological supports.) Subsequently, from 2009 to the present, it has penetrated almost 100% of eligible worksites for one primary reason, the use of financial incentives.

During the plan year 2009-2010, PEIA experimented with the use of financial rebates for those members participating in the **Improve Your Score (IYS) rebate program**. As an overlay to the health screens offered at no out of pocket expense at the worksites, IYS initially provided a \$25 cash incentive for those with a risk score in the moderate range (yellow), while those obtaining a healthy score (green), received \$50. Those with a high-risk score (red), did not receive an incentive payment, but were referred to support services, as were the yellows. These scores are ranked for each measure as follows: blood pressure, total cholesterol, glucose and waist circumference (previously this had been Body Mass Index). The member also receives a final aggregate score ranking them as green, yellow, or red.

During the current plan year, 2011-2012, the agency intensified the IYS effort by ceasing the use of cash incentives and replacing the incentives with employee premium reductions to those PEIA Preferred Provider Benefit (PPB) policyholders participating in the screening. The participants still receive the color-coded report card and are still referred for applicable services. The reduction in premium is NOT, at this time, dependent upon the score.

**The IYS premium reduction is \$10 per month, per policyholder. When combined with other PEIA premium incentives, this can be substantial as the tobacco free discount is \$25 per single policyholder per month and \$50 per family plan per month; and the advance directive discount is \$4 per month. Hence, in the aggregate, this can amount to \$468 for a single policyholder per year and \$768 for a family plan per year.**

It is the PEIA's intention in the 2011-2012 plan year, for members scoring in the yellow or red range to demonstrate "engagement" (i.e. active with a disease management program or demonstrating physician involvement via claims validating physician visits.)

**PEIA is interested in expanding engagement offerings to ensure ease of access and the necessary member supports needed to improve their outcomes as demonstrated by the IYS report cards. This RFP will place a premium on the capability of bidding vendors who demonstrate the ability to provide our members with new opportunities to meet the "engagement" objective based upon evidence based medicine and the creative use of user-friendly technologies that preferably have interactive capability that can be tracked by the vendor for reporting purposes. Due to the agency's poor experience with telephonic based models, bidders are discouraged from proposing interventions which are reliant solely upon mailings and phone calls. Rather, face-to-face interventions are encouraged, as are individualized web based applications providing useful tools or coaching for lifestyle modification.**

Currently offered PEIA engagement interventions include: **the PEIA Face-to-Face Diabetes Program; the PEIA Weight Management Program; the Dr. Dean Ornish Program for Reversing Heart Disease; and the six-week education program called Ornish Spectrum.**

In brief, these programs are described below:

**The Face to Face Diabetes Program** provides enrolled members with the cognitive services of specially trained pharmacists who act as physician extenders to ensure the participant's compliance with recommended interventions; goal setting and achievement; and medication adherence. Members receive copayment waivers on their diabetic prescriptions and labs so long as they are program compliant. This program currently has no time limitations.

**The PEIA Weight Management Program** provides PEIA members with a BMI of 25 or greater; or for women with a waist circumference of 35 inches or more; or, for men, a waist circumference of 40 inches or more; with the services of exercise professionals and dietitians at approved fitness facilities. Participants have no deductible or coinsurance, rather they pay a \$20 per month copayment for the two year program duration.



**Face to Face** is available in most counties of the state, though not every town or community. PEIA continues to work toward the goal of statewide coverage for both the Face to Face and Weight Management Programs.

On a much more limited geographical basis, PEIA also provides coverage for the **Dr. Dean Ornish Program for Reversing Heart Disease and Ornish Spectrum**. The one year **Ornish Reversal** program involves comprehensive lifestyle change emphasizing a vegan diet, yoga, physical activity, and group support to individuals with heart disease, diabetes or at high risk for either condition. **Spectrum** is a six-week educational series addressing comparable topics, but designed to permit the participant to choose how far they want to go on the continuum of change. Spectrum is primarily preventive in nature with liberal eligibility criteria.

PEIA will expect the selected wellness vendor to assist in the marketing and appropriate referrals to PEIA's engagement programs. In relation to **the PEIA Weight Management Program**, the wellness vendor will provide PEIA with a Weight Management Site Coordinator who will assist with the recruitment, training, and technical assistance to PEIA Weight Management sites. Our goal is to have at least one weight management facility in every county. The Weight Management site coordinator is also responsible for quality assurance and compliance with program standards.

As a part of a more comprehensive effort, beginning this plan year, PEIA will count provider visits as a form of engagement when provided by an MD, DO, or nurse practitioner. It is the agency's goal to enhance its emerging medical home model so as to provide for a more integrated approach to prevention, wellness, disease management, and risk reduction. PEIA is interested in vendors who can enhance provider tools to make this objective more attractive to the physician community and our members. PEIA welcomes proposals which address physician tracking, based upon process outcomes involving documentation of physician consults and outcomes to PEIA members who have yellow or red risk IYS reports.

This RFP has four main areas of service interest: the first is the worksite wellness program providing easily accessible screening services at the worksites and alternate locations. Second, we are seeking the enhancement of lifestyle change programs, which may include web based solutions. These lifestyle change programs or engagement opportunities may count toward the "engagement" for the purposes of the PEIA premium reduction. Third, although for obvious reasons this would not be worksite based, PEIA is interested in proposals addressing the epidemic of childhood obesity. PEIA will consider proposals addressing interventions on an individual level, as well as those which are population based. This could include the development of a child, **Improve Your Score** reporting system or interventions which utilize existing child data captured at schools, clinics or other venues where child screening services are conducted and where interventions may take place. Fourth, we are soliciting tools which will facilitate the integration of these efforts with a physician based medical home model.

Vendors may bid on all components of this solicitation or they may bid as follows: (1) the worksite wellness piece including components one and two; (2) the childhood obesity component; and (3) the medical home support component.

To reiterate, PEIA is seeking better integration of its worksite wellness, engagement interventions and improved care coordination with the provider community. Currently, physicians of record receive the Improve Your Score reports about their patients. Physicians also make referrals and provide necessary releases for the weight management program. Pharmacists, as physician extenders, share the participant's **Face-to-Face Diabetes Program** objectives with the participant's physician, while supporting the physician's efforts in ensuring that the participants get their follow up visits or labs when they should.

Much like a big puzzle, PEIA now wants to put the pieces together for a comprehensive and integrated package. This should enable the provider community to best serve our members, while incentivizing our members and their families to make healthy choices in deciding the foods which they will eat; when and how they will exercise; when and how they seek medical care; and understanding when and how to take prescribed medications.

Therefore, PEIA welcomes proposals, which enhance improved care coordination through patient centered medical homes delivered on a local level. Although this RFP is not soliciting services to establish a medical home network, it is soliciting proposals which can provide the tools to the physician community which will facilitate the management of patients through reporting, referrals, and physician/member interactions which will improve outcomes. Ultimately, PEIA believes using a medical home model in lieu of telephonic disease management, will be well received by PEIA members and their families. There are efforts underway within the State to develop patient centered medical homes, but the availability of these facilities is not yet well developed.

## **B. Clarification of Procurement Offering**

The PEIA is issuing a Request for Proposals (RFP) for its work site wellness; lifestyle change programs and engagement opportunities; medical home management tools; and childhood obesity prevention tools; for approximately 205,000 members (total lives). These members include public employees, non-Medicare eligible retirees and their covered dependents. Wellness services are being requested from one or more bidders for an initial thirty-six (36) month period with possible annual renewals thereafter. In addition, the selected bidder(s) will be required to provide five months implementation and transition support beginning February 1, 2012. The PEIA may select a single bidder to provide all services described in this RFP or, at its discretion, may select separate bidders' services as described above.

The contract is scheduled to be awarded no later than January 6, 2012, with the contract to become effective on July 1, 2012. The benefit Plan Year will be July 1 to June 30 each year. Subcontracting portions of the Bidder's key functions will be permitted by the PEIA as long as the contract is in place at the time of the proposal submission. The winning Bidder(s) will be solely responsible for all subcontractors. Subcontractors have no appeal rights under this RFP. In addition, the PEIA expects the successful Bidder(s) to identify fully all of its revenue sources, and enter into a cost-plus relationship with the PEIA.

Recognizing the complexities and variety of medical management and wellness solutions that are available in the marketplace, the PEIA intends to work closely with the successful Bidder(s) to assure the best possible results. Therefore, Bidders will be evaluated as to their flexibility, creativity, and capacity.

The PEIA will select one or more Bidders after evaluating the responses to this RFP. Bidders are expected to examine carefully all documentation, schedules, and requirements stipulated in this RFP and respond to each requirement in the prescribed format. The successful Bidder must provide all staffing, systems, and procedures required to perform the services described herein.

In addition to the provisions of this RFP, information provided during any finalists' presentations and the successful proposal will be incorporated by reference in the contract. Any additional clauses or provisions required by federal or state law or regulation in effect at the time of execution of the contract will also be included.

The PEIA reserves the right to make a contract award without any further discussion with potential Bidders regarding the proposals received. Therefore, proposals should be submitted initially on the most favorable terms available to the PEIA from a price and technical standpoint. The PEIA reserves the right to conduct discussions with all responsible parties who submit proposals that pass the Mandatory Proposal Requirements described in this RFP. At PEIA's discretion, PEIA may also contact some, or all, of the Bidders to request additional information or clarification. All materials submitted by Bidders pursuant to such requests will be considered to be part of their proposals. PEIA also reserves the right to cancel this RFP at any time.

### **C. Primary Objectives**

The PEIA's primary objectives in this undertaking are:

- To offer worksite wellness programs at all PEIA covered worksites including health screens; lifestyle change programs offered to all PEIA members regardless of their IYS score; and the related data management and reporting systems;
- To expand the engagement offerings of PEIA to ensure state wide availability, ease of access, and clinical appropriateness for those of our members scoring moderate to high risk on the Improve Your Score reports;
- To empower the provider community with the informational tools which will support the integration of PEIA's wellness/prevention and disease management programs with the medical home model so as to provide a seamless and integrated system of care;
- To educate plan participants with chronic conditions how to best manage the condition;
- To reduce gaps in care of participants with chronic conditions and improve medication adherence and treatment compliance;
- To reduce health risk factors associated with poor health habits;
- To educate employees and their dependents about the value of good nutrition, weight management, not using tobacco, and moderate to vigorous physical activity on a regular basis;
- To improve the employee and their dependents' compliance with recommended preventive screenings;
- To provide families with tools and interventions appropriate for at risk or overweight children; and

- To implement advanced data analysis systems providing trend reports which may be used for continuous quality improvement.

**D. General Information for Applicants**

PEIA is issuing this RFP with assistance from the Segal Company. All communication regarding this RFP should be directed to:

Lalaine Balois  
 The Segal Company  
 1920 N Street NW, Suite 400  
 Washington, DC 20015  
 Telephone: 202.833.6487 Fax: 202.833.6490

The above person is the point of contact from the release date of the RFP, until the selection of the successful Bidder.

**E. Procurement Schedule (Subject to Change)**

<u>Activity</u>	<u>Date/Time</u>
Release of RFP	August 26, 2011
Intent to bid form due	September 2, 2011
Mandatory Bidders’ conference	September 13, 2011 1:00pm EDT PEIA Office
Bidders’ written questions due	September 16, 2011 4:00 pm EDT
PEIA response to written questions	September 26 , 2011
Proposal submission deadline	October 21, 2011 4:00 pm EDT
Proposal evaluations and recommendation to director, selection of finalist, and finalist meetings	November 4 – December 5, 2011
Notification of successful bidder(s)	January 6, 2012
Contract signed	February 13, 2012
Begin five month transition period	February 1, 2012
Service effective date	July 1, 2012

**F. Written Questions**

Bidders may submit, in writing, any questions or clarifications prior to submitting a proposal to the Representative named above in Section I D. Written questions received later than the date and time shown in Section I E, shall not be answered. All questions with responses will be provided to all potential bidders who are known by the Representative on the date and time shown in Section I E. The questions can be submitted via fax or email; however, PEIA and Segal assume no liability for assuring accurate/complete FAX/email transmission/receipt and will not acknowledge receipt except by addressing the question.

**G. Mandatory Bidders’ Conference**

Bidders will have the opportunity to ask questions at the Mandatory Bidders’ Conference and the PEIA will make a reasonable attempt to answer all questions presented. Answers to questions raised at the conference will be sent to all potential Bidders who attended the conference. Oral answers will not be binding on the PEIA. Attendance at the conference is mandatory.

## **SECTION II – GENERAL INFORMATION**

PEIA was established under the Public Employees Insurance Act of 1971, to provide hospital, surgical, group major medical, prescription drug, group life, and accidental death and dismemberment insurance coverage to eligible employees; and to establish and promulgate rules for the administration of these plans. Benefits are made available to all active employees of the State of West Virginia and various related state agencies and local governments. Participants may elect health insurance coverage through a fully self-insured preferred provider benefit plan (PPB) or through external managed care organizations (MCO). Additionally, all participants may elect to purchase additional life insurance under the optional life insurance policy. For revenue, PEIA relies almost solely on the premiums paid directly by its participating employers and 70,000 policyholders (i.e. active employees, pre-Medicare retirees). PEIA is committed to wellness and medical management programs using in-house as well as outside vendors.

## **SECTION III: WORKSITE WELLNESS AND HEALTH PROMOTION SERVICES**

### **A. General Information**

The West Virginia Public Employees Insurance Agency (PEIA) is seeking proposals for its **worksite wellness and health promotion related services** to be provided directly to public employees and eligible dependents in their various workplaces or other readily accessible venues. Interested parties who are in the wellness and health promotion business are invited to provide a proposal response to this RFP and send it, together with required exhibits no later than October 5, 2011.

**General Service Description** – The PEIA is seeking a vendor or vendors to provide health promotion, wellness and lifestyle change services through either the continuation of its current model of regionally based, vendor Health Promotion Consultants and local volunteer worksite coordinators, or via an alternative model. Any alternative model to regional vendor personnel should provide comparable deliverables through a more efficient infrastructure. This vendor will serve the PEIA's approximately 70,000 policyholders (i.e. active employees, pre-Medicare retirees) and their families to:

- perform biometric screenings;
- improve lifestyle behaviors through nutrition and physical activity coaching;
- offer engagement opportunities to individuals with chronic conditions;
- organize lifestyle activities designed to lower health risk factors;
- provide web based services for the PEIA Pathways to Wellness and WV Portions websites.

All wellness related services should primarily be delivered to employees in the workplace; or at alternative easily accessible locations throughout the state. (As previously stated, telephonic services are discouraged, as they have not proven highly effective with the PEIA population).

Worksite interactions from Health Promotion Consultants should be supplemented by an array of supportive health promotion resources including:

- providing informational, educational, and interactive content and tools for PEIA's health promotion website;
- managing the website content output;
- the administration of on demand or scheduled biometric screening and testing;
- tracking screening results and administering the Pathways to Wellness Improve Your Score Premium program via small group educational sessions; and
- structured health promotion programming.

In addition, the Health Promotion Consultants/Wellness Coaches should promote employee use of other preventive care resources available through PEIA.

The successful contractor(s) must provide a team of personnel who can serve as the Account Manager, Health Promotion Consultants/Wellness/Fitness Coaches, and other wellness professionals including: phlebotomists or other qualified health professionals entrusted to perform the blood draws and biometric screening, exercise physiologists/fitness experts who

can perform fitness assessments and develop fitness plans, a licensed/certified registered dietitian who can advise members on healthy eating strategies and a personal trainer(s) who can assist the agency with its Weight Management Program. The successful vendor must be willing to work with the PEIA Health Promotions Director and the Medical Director and set program parameters based on PEIA recommendations, policies, and guidelines.

**Wellness Expectations** – The PEIA expects the contractor selected to achieve and maintain extremely high levels of employee engagement in wellness/fitness coaching (in terms of percentage employees engaged), multiple interactions for each employee engaged, and substantial and continuing improvements in population health risk factors.

**Reporting** – The contractor selected must demonstrate the capability to deliver both quarterly and annual reports to the PEIA which detail all onsite coaching and related activity (including the number of interactions, interaction content, etc.), and statistics regarding changes (improvements or deterioration) in employee health risk factors. Ad hoc reports may be requested by the PEIA and the vendor will have ten (10) business days to respond to such report requests.

**1. Wellness Screening and Counseling Services**

PEIA’s Pathways to Wellness program heavily relies upon agency-based employees volunteering as worksite wellness coordinators who are supported by the contractor’s regionally assigned Health Promotion Consultants. The contractor’s team will work with these worksite wellness coordinators to schedule the screening services, process blood work, and ensure the provision of lifestyle related activities, which can be delivered through the worksites. Health screening participants and their physicians will be provided with a copy of their laboratory results in addition to receiving the Improve Your Score color-coded report, which tracks their risk factors over time based on the incentive color codes of green, yellow, and red. The vendor will provide PEIA with health screening participant information, which is used for premium discounts. The vendor will also issue trend reports, which track member migration among risk categories.

For those employees who may have difficulty attending a worksite screening (i.e. Non-Medicare retirees in the PPO), the vendor will provide a process for obtaining the screening and provide the related report at an easily accessible alternate location which should be described. Bidders who provide comprehensive geographical coverage and favorable hours of operation will be scored favorably.

Since the program was implemented, the following number of blood screenings have been reported:

<u>YEAR</u>	<u>TOTAL SCREENED</u>
2006	12,263
2007	13,301
2008	15,761
2009	18,818
2010	23,697
2011	35,000+

### **Biometric Screening (Standard)**

- 1) Waist circumference
- 2) Lipid panel
- 3) Fasting glucose
- 4) Blood pressure

**Biometric Screening (Optional- These are provided at a discounted price to those PEIA members who pay for the service. Bidders should specify in their cost proposal their proposed fee, but in no case may this exceed the PEIA fee schedule.)**

- 1) Complete blood count (CBC)
- 2) Complete metabolic panel (CMP)
- 3) TSH
- 4) HgA1c

**NOTE: Contractors may propose alternatives to worksite blood draws, for example, employees might get required blood tests from their PCP and report results to the contractor for administering the incentive program and tracking results for PEIA. Contractors proposing this approach must include a method of reimbursement for the providers utilized for this purpose.**

## **2. Website Based and Other Information Services**

The contractor will provide services to manage two PEIA websites: [www.peiapathways.com](http://www.peiapathways.com) and [www.wvportions.com](http://www.wvportions.com). These websites are currently maintained by a third party and it is the desire of PEIA that they be upgraded to provide interactive services to the members' worksite wellness coordinators, Health Promotions Consultants/Wellness Coaches, and PEIA administration. The contractor will provide content development and information management. Classes available to employees for wellness education and scheduling of other worksite activities should be coordinated as well and may be offered through these websites. Interactive programs are encouraged as are health related educational services and response to member inquiries delivered through text message communications.

## **3. Worksite Health Promotion and Education**

The contractor will provide services to support fitness and nutrition coaching, training, and development. Contractor staff will work with worksite wellness coordinators to meet with employees to promote exercise, positive behavior change, and healthy eating, as well as provide classes, recruit participation in one-on-one and group fitness coaching, encourage face-to-face coaching interactions, etc. PEIA desires to substantially increase the level of worksite fitness encounters for employees and promote healthy lifestyles, exercise, weight management, and nutrition.

## **4. Health/Wellness Newsletter**



The vendor or their subcontractor should provide PEIA with a twice yearly newsletter to be sent to all PEIA PPB and managed care policyholders which provides evidence based health information in a readable format appropriate for an eighth grade reading level. This publication should also be customizable to accommodate PEIA announcements and articles. Please provide samples of your publication from the past two years.

**B. Biometric Screening – Provide a narrative description of your proposed service model; a description of your supporting methodology; tools and staffing utilized; your experience and capability; anticipated challenges; reporting capabilities; and expected outcomes.**

- 1.1 Please provide the names of three (3) clients of similar size and scope for whom you have provided this service and the duration of time for which you have provided this service.
- 1.2 Describe how your organization will coordinate the requirements of worksite biometric screening, blood processing, scheduling, reporting, and the administration of the incentive program.
- 1.3 Please describe your biometric testing methods.
- 1.4 Please submit a copy of your draw/test protocols including, but not limited to, pass out protocols and stick/re-stick policies.
- 1.5 Are your phlebotomists nationally certified or credentialed?
- 1.6 Please provide documentation of CLIA certification of your testing method(s).
- 1.7 Will you use in house staff or subcontract with local agencies? If you will be using subcontractors, what are your procedures for ensuring quality control and uniformity of service delivery?
- 1.8 Please provide your staffing formulary for health screen events.
- 1.9 Which lab(s) will you use to process the blood and report the results?
- 1.10 Describe in detail, your timeline for processing health screen results and having the results delivered to the employee/dependent and/or their physician.
- 1.11 Describe the registration process in detail including the average time it takes a participant from start to finish to complete the process(es).
- 1.12 Do you offer any alternative biometric data collection processes to onsite biometric screenings? If yes, explain your process, the rationale for offering this alternative, and your experience with employers who have offered this alternative to their employees.
- 1.13 Describe the collection method and commercial test kits/equipment used to collect and analyze blood samples.
- 1.14 Describe the approach you would employ to obtain the best level of participation in the biometric screening program.
- 2.0 **Wellness Coaching** – Describe the services you provide to explain biometric screening results to employees.
- 2.1 Please provide the names of three (3) clients of similar size and scope that you provide this service for and how long you have been providing that service.
- 2.2 What are the qualifications of your health promotion coaches?
- 2.3 What on-going training and/or re-certification process are your coaches required to attend?

- 2.4 How is new information in the field of health and wellness conveyed to staff and implemented across a program?
- 2.5 Is it done telephonically, by mail, online, or face to face?
- 2.6 Do you review/coach participants on their test results and corresponding action opportunities to reduce health risks?-
- 2.7 Explain the typical timeline and order of events for screenings and the communication of results to participants.
- 3.0 **Incentive Program Administration** – Describe the various types of incentive programs that you administer for current clients, the reporting to employees and the plan sponsor.
- 3.1 Please use the Appendix C form to provide the names of three (3) to five (5) clients of similar size and scope that you provide this service for and how long you have been providing that service.

**C. Website Based and Other Information Services**– Provide a narrative description of your proposed service model; a description of your supporting methodology; tools and staffing utilized; your experience and capability; anticipated challenges; reporting capabilities; and expected outcomes.

- 1.0 Web Based Wellness Communications
  - 1.1 Describe your organization’s experience in managing web based educational media for clients, including the number of clients over 20,000 employees, technology used and content developed.
  - 1.2 Describe your Help Desk support for web based services including hours of availability and limitations.
  - 1.2 Also, describe alternatives that you may recommend to meet the PEIA’s objectives around employee health promotion.
  - 1.3 Briefly describe your web based wellness capabilities and functionality.
- 2.0 Third Party Maintenance PEIA uses a third party to maintain the Pathways to Wellness and wvportions websites. Describe your organization’s experience in managing a client website through third party providers.
  - 2.1 Describe your plan for dealing with periods of abnormally high utilization of the website such as open enrollments or media campaigns.
- 3.0 Content Development – Describe how your organization will develop content for consumer learning.
  - 3.1 Do you use in-house resources, subcontractors, other?
  - 3.2 Who is the provider of your web-based health information and how frequently will you update and/or review the online content?
  - 3.3 If you use a knowledge management platform, please describe it including: the overall structure, curriculum offered, course descriptions, subcontractors, the type of learning elements the courses include (text, learning aids, videos, interactive exercises, etc, and how the courses are accessed by members of the plan.)
  - 3.4 Describe how your educational resources promote consumer learning and personal responsibility.

- 3.5 Web reporting – Please describe the types of web utilization reports that you can provide, e.g. number of hits on the site, number of hits on particular content, average time on site.
- 3.6 Provide a sample set of your standard reports.
- 3.7 What frequency are the reports delivered to clients?

**D. Worksite Health Promotion Education, and Lifestyle Change** - Provide a narrative description of your proposed service model; a description of your supporting methodology; tools and staffing utilized; your experience and capability; anticipated challenges; reporting capabilities; and expected outcomes.

**1.0 Wellness/fitness Coaching - What does “onsite wellness coaching” mean to you?**

- 1.1 Do you coach in groups, or one-on-one?
- 1.2 Where do you provide your onsite wellness coaching?
- 1.3 When – immediately following biometric and other health testing, regularly during the year, or otherwise?
- 1.4 Compare and contrast your onsite coaching with your concept of technology based coaching (i.e. telephonic/online).
- 1.5 Detail and describe your health issue triage protocols as they relate to working with employees who have multiple co-morbid health conditions, e.g. obesity and tobacco use, diabetes with tobacco use, tobacco use and hypertension, etc.
- 1.6 In terms of your coaching program, describe member interventions, including access to coaches, limitations on number of contacts (if any), how many contacts a member typically has with the program, the length of the contact, etc.
- 1.7 Describe the types of outcomes (clinical, financial, completion of goals, etc.) collected and reported specifically related to coaching. Provide sample reports.
- 1.8 Describe how you monitor and maintain the quality of your coaching interventions.

**2.0 Deliverables** - Describe your onsite wellness/fitness coaching deliverables, including related resources you use to support and enhance your coaching process, and any other services or resources you provide – i.e. biometric testing, web based tools, educational materials, CPR/First Aid training, seminars, structured health promotion programs, etc.

**3.0 Organization** – Provide a list of all key staff (excluding wellness coaches), including name, position, licenses or degrees held and a brief summary of relevant experience as related to your proposed services.

- 3.1 Please also provide an organizational chart containing your key staff.

**4.0 Onsite Coaching History** – Is onsite coaching your primary or core business? If not, please describe your full range of other services.

- 4.1 What percentage of your total business is onsite coaching?
- 4.2 When did you first start providing onsite-coaching services?
- 4.3 Were onsite coaching services your first service offering? If not, please describe your pre-existing services, and how and why you added onsite coaching to your mix.
- 4.4 How does your onsite coaching business integrate with your other service offerings?

- 5.0 Onsite Wellness/Fitness Coaching Customers** – How many onsite wellness coaching customers do you have – that is, for how many customers is your onsite coaching deliverable presently the primary coaching alternative for employees?
- 5.1 For how many of these customers is onsite coaching presently your primary service deliverable?
- 5.2 Where are the majority of your onsite wellness/fitness coaching customers located?
- 5.3 What is the total employee population that you service?
- 5.4 How many of the total is eligible for your onsite coaching services?
- 6.0 Onsite Wellness/Fitness Coaches** – What are the qualification requirements for your onsite coaches?
- 6.1 How many on-site coaches do you deploy and permanently assign to the workplace to service the employee population that is eligible for your onsite coaching services?
- 6.2 How do on-site coaches integrate the coaching experience back into the overall wellness/fitness program?
- 6.3 What is the average length of onsite coaching experience for your staff onsite wellness/fitness coaches?
- 6.4 Do your coaches use scripts or other tools during the on-site coaching interaction?
- 6.5 What is their average length of service with your company?
- 6.6 What is their average turnover?
- 7.0 Customer Staffing for worksite coaching** - Describe your staffing algorithm – i.e. number of coaches relative to number of employee lives, employee population distribution, and coaching objectives.
- 7.1 Are coaches assigned based on identified health issues?
- 7.2 Describe your coach to employee model, e.g. does the employee keep the same coach through the entire wellness cycle, or are coaches randomly assigned?
- 8.0 Delivery Process** - Describe your delivery process/approach to be used in providing your services to our employee/dependent population.
- 8.1 Describe how you service various customer departments, work groups, and accommodate for shifts.
- 9.0 Coach Recruitment and Hiring** – Describe your recruitment and hiring process as well as the follow-up staff orientation process.
- 9.1 Please describe the turnover rate within your organization with regard to health screening services and health coaching.
- 9.3 Please describe your coaching orientation process for new coaches and your on-going training program for existing coaches.
- 10.0 Coaching Methodology** – Describe in detail your health, wellness, and fitness coaching model.
- 10.1 What is the scientific basis for your coaching?
- 10.2 What is the credentialing process for your coaches?
- 10.3 How have you adapted traditional coaching methodology to the logistical requirements of one-on-one and face-to-face workplace delivery?
- 11.0 Coaching Training and Development** – What training in coaching methodology and psychology do you provide your coaches?

- 11.1 Describe your coach training process and curriculum.
- 11.2 Describe your coach support infrastructure.
- 11.3 Please describe your process for administrative and clinical supervision of your coaches as well as the process for independent licensing and/or certification of your coaches.
- 11.4 How do you support the education and professional competence of your coaches in the field, and how do you help them resolve employee-coaching issues?

**E. Overall Program Management - Provide a narrative description of your proposed service model; a description of your supporting methodology; tools and staffing utilized; your experience and capability; anticipated challenges; reporting capabilities; and expected outcomes.**

- 1.0 Operations Management – Describe your customer operations, health promotion, and worksite wellness infrastructure.
- 1.1 Describe your ability and limitations on providing simultaneous wellness events at multiple locations on the same dates and/or times.
- 1.2 What is your scalability plan?
- 1.3 Please describe your scalable capacity and the timeframe for increasing operational capacity.
- 1.4 What are the qualifications of your managers, and how much experience does your mid and senior level management staff have managing on-site health and wellness coaching?
- 1.5 Please provide resumes for the operational staff you expect to be assigned to manage your services for PEIA including the names and credentials (degree, specialties, experience) for the Account Manager, Information and Technology Manager, and Privacy Officer.
- 1.6 Please provide the name and resume of your medical director and other clinical administrative staff. Are they employees of the organization or a contractor? Are they Board Certified? Are they licensed to practice medicine in West Virginia? If yes, please provide the license number and expiration date. Does their license have any sanctions or restrictions by the West Virginia Board of Medical Examiners?
- 1.7 Provide the name, degree, credentials, specialties, and experience of your CLIA contact and/or Lab Manager.
- 2.0 **Engagement – How do you define employee engagement?**
- 2.1 Describe your employee “engagement-building methodology.”
- 2.2 What percentage of the employees eligible in 2011 actually “engaged” in your onsite coaching service?
- 2.3 Please describe your policy on loss-to-follow-up and the anticipated rate projected for the population based on the information provided.
- 2.4 Describe and detail what steps and efforts will be made to get those employees and/or dependents to re-engage in the wellness program(s).
- 4.0 **Tracking and Data Collection - Please explain what type of coaching software you have developed to track your onsite coaching interactions.**
- 4.1 What type of data do you collect and track?
- 4.2 What are your coaches’ data collection and data management responsibilities?

- 4.3 How does your software help coaches manage employees through the behavior improvement process?
- 4.4 Is your on-site data collection platform fully integrated into the collection of biometric data and your offsite/base systems?
- 4.5 How do your managers use your coaching software? In addition, what data is available for customer reporting purposes?
  
- 5.0 **Reporting - What data is available for customer reporting purposes?**
- 5.1 What is your frequency of customer reporting, and can you provide customized reports?
- 5.2 Would PEIA have access to “real-time” data?
- 5.3 What type of reporting do you provide?
- 5.4 What is your policy for customization of reports and/or the generation of ad hoc reports?
- 5.5 What layout do you use for data file exchanges?
- 5.6 Please provide at least two samples of your customer reports.
  
- 6.0 **Success Metrics – How do you define workplace wellness coaching success?**
- 6.1 How does your concept of success relate to improvement in employee population health risks?
- 6.2 How does your concept of success compare to industry standards?
- 6.3 What factors do you measure to determine success?
- 6.4 Regarding those factors, what measures (and what magnitude) constitute success from your perspective.
  
- 7.0 **Outcomes Study – Please provide an outcomes study of an actual customer (please keep name confidential).** Include customer employee demographics (including locations and number of lives at each), business classification, the services you provide, and other wellness/health management services provided to employees by the customer, other vendors, or the customer’s health care providers/consultants. Also, be sure to include your staffing configuration, programmatic focus, incentives used (if any,) participation and engagement statistics (as related to total eligible employee population), and outcomes (especially as related to employee population health risk factors).
  
- 8.0 **Confidentiality - Explain how you deal with employee confidentiality/privacy barriers and compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) including the Health Information Technology for Economic and Clinical Health Act (HITECH). Detail your plan(s) to ensure privacy and security of employee’s information while delivering services in a worksite environment.**
- 8.1 Provide the name and qualifications of your designated Privacy Officer.
- 8.2 Describe and detail how you establish electronic data transfers and the audit processes used to ensure security and integrity of data.
- 8.3 Please detail your website security protocols as they relate to employees accessing website content and/or tools.
- 8.4 Please provide documentary proof of your compliance with the DHHS Breach Notification Protocols as defined in the HIPAA Breach notification rule(s) [Section 13402 of HIPAA].

- 8.5 Pursuant to the Breach Notification rule, please provide a list (do not disclose names or other identifiers – just number, scope, type, classification, and action(s) taken) of all of the breaches of protected health information (phi) and/or ePHI within your organization in the past twelve (12) months and how they were handled.
- 9.0 **Timeline – Provide a timeline from contract execution through startup of operations, for implementation of the programs involved in your bid proposal (based upon the staffing configuration provided in this RFP.)**
- 10.0 **Quality Assurance – Please describe in detail your Quality Assurance Plan and how it is applied to all levels of service being requested in this RFP.**
- 10.1 Describe in detail the quality assurance data checks and process audits that are used to ensure privacy, security, and integrity of data that is sent to employees and/or dependents.
- 10.2 Describe how you will report on customer and employee satisfaction.
- 10.3 Describe the problem/issue resolution process from identification through to mutually agreed upon resolution.
- 10.4 Describe your policy and procedures for implementing corrective measures to prevent problem/issue recurrence.
- 11.0 **Performance Guarantees – What kind of performance guarantees are you willing to offer?**
- 11.1 Will you include specific guarantees related to employee engagement in your wellness coaching process, and to improvements in population health risk factors?
- 11.2 Are you willing to accept the performance guarantees delineated by PEIA in Appendix B?

**F. Alternative Solution-** Propose Your Ideal Worksite Wellness Model to Improve PEIA Workforce and provide a narrative description of your proposed service model; a description of your supporting methodology; tools and staffing utilized; your experience and capability; anticipated challenges; reporting capabilities; and expected outcomes.

1. **Proposed Model** – Based upon services that your organization offers directly or through subcontractors, develop a model that you feel will create the best option for achieving lower health risk factors in the PEIA population.
2. **Timeline** – Provide a detailed timetable with staffing requirements and any resource support that you will require of the PEIA to implement the model July 1, 2012.
3. **Reporting** – Provide a description of reports that you propose to measure the progress of the model to achieve PEIA objectives to improve workforce health, lower health risk factors, and reduce the rate of medical trend in the PEIA health plan costs.
4. **Pricing** - Provide the proposed cost of the model using the form provided in the Cost Proposal section of the RFP.

## **G. Childhood Obesity Project**

**Interested bidders may propose an intervention for the prevention, early identification, and treatment of childhood obesity. PEIA is willing to consider an array or combination of approaches involving the use of medical home and/or school based approaches that could capture relevant child health data as a basis for providing appropriate follow up. PEIA will also consider marketing and/or educational materials, which can be used by families and providers. PEIA recognizes that this is an emerging field, so we are waiving the five-year experience requirement for this component.**

However, we do require responses, which at a minimum will address the following:

1. Samples of proposed materials.
2. A narrative addressing the intervention methodology associated measures and expected outcomes.
3. How childhood risk data will be captured and effectively utilized.
4. Specific approaches to improve healthful eating and physical activity.
5. Specific interventions addressing the needs of children who are in the obese category.
6. PEIA is interested in thoughtful proposals that consider the unique challenges faced by West Virginians, particularly those residing in rural communities where walking and eating healthfully are challenging.

## **H. Medical Home Support System**

**PEIA is interested in procuring technologies which will enhance the development of the emerging medical home model. Like the childhood obesity component, since this also is an emerging area, we are not requiring the minimum five years of experience. This proposal may include either a state wide model or the adoption of a singular or multiple pilot projects. At a minimum, please describe:**

1. A description of an effective medical home model;
2. An assessment of the logistical challenges in developing a medical home model in West Virginia;
3. A proposal addressing the development of provider support tools which will enable PEIA to establish a more robust medical home provider network, including:



4. A process to better integrate member health screens, engagements and provider visit information;
5. How your proposal will enable providers to more effectively treat PEIA members with chronic conditions;
6. How your proposal will enable PEIA and the provider community to more effectively identify individuals with metabolic syndrome so as to intervene before the condition results in diabetes or heart disease;
7. How your proposal will enable family practice doctors or pediatricians to more effectively work with children who are at risk or overweight and their families; and
8. How your proposal will allow PEIA to track the most effective interventions used.

## SECTION IV – PROCUREMENT PROCESS

The following subsections provide information on the process to be followed for this procurement:

### A. Legal Basis

The procurement process for this RFP will be conducted in accordance with the procurement policies and procedures established by the PEIA. Pursuant to W. Va. Code §5-16-9(e), the procurement procedures established by the West Virginia Division of Purchasing do not apply to PEIA nor to this RFP process.

### B. RFP Issuance and Amendments

Officials within PEIA have reviewed this RFP. The contents represent the best statement of the requirements and needs of PEIA. Final approval of the Contract rests with PEIA once all individual requirements have been met.

### C. Proposal Submission Requirements

Late submissions shall not be accepted. **Proposals that arrive late will not be accepted and will be returned to the sender unopened.** Delivery of the proposals shall be at the Bidder's expense and all proposals for PEIA shall be sent to the issuing office. The time of receipt at the designated office is the time-date stamp on the proposal wrapper or other documentation of receipt maintained by PEIA. PEIA accepts no responsibility for mislabeled mail. Any and all damage that may occur due to shipping shall be the Bidder's responsibility. Each Technical Proposal and each Cost Proposal shall be enclosed in a separately sealed envelope or package.

The original, eight (8) bound copies (three-ring binders are acceptable), one (1) unbound copy, and one electronic copy in a disk format (using Microsoft Word) of the Technical Proposal must be submitted under sealed cover and labeled on the outside as follows:

- “Health Promotion & Worksite Wellness Technical Proposal”

The original, eight (8) bound copies (three-ring binders are acceptable), one (1) unbound copy, and one electronic copy in a disk format (using Microsoft Word and Excel) of the Cost Proposal must be submitted under separate sealed cover and labeled on the outside as follows:

- “Health Promotion & Worksite Wellness Cost Proposal”

One copy of each proposal shall be signed, in blue ink, by an official authorized to legally bind the Bidder, and shall be marked:

- “ORIGINAL”

The Technical Proposal must not contain any mention of the dollar amounts in the Cost Proposal. However, information such as labor hours and categories, materials, subcontracts, and so forth, shall be contained in the Technical Proposal so that the Bidder's understanding of the scope of the work may be evaluated. The Technical Proposal shall disclose the Bidder's technical approach in as much detail as possible, including, but not limited to, the information required by the Technical Proposal instructions.

The face of the package containing the original and copies, whether mailed or hand-delivered, shall bear the following legend, "PEIA PROPOSAL – CONFIDENTIAL – OPEN BY ADDRESSEE ONLY."

The Technical Proposal should be as brief and concise as possible. Section 2 should be as succinct as possible. It is required that this be no more than seventy-five (75) pages, plus any attachments. Responses that are unduly lengthy or verbose will be scored less favorably than those that are brief and concise. Bidders must use 12-point font, and line spacing must be 1.5. Every page of the proposal, except for Section dividers, must be numbered, starting at "1" and continuing sequentially throughout the entire proposal. This requirement applies to exhibits and tables, as well as narratives.

Each proposal part (Technical and Cost) must be bound separately on standard 8 ½" by 11" paper, except that charts and diagrams may be on foldouts which, when folded, fit into the 8 ½" by 11" format. Figures and tables must be numbered and referenced in the text by that number. Any financial information provided on spreadsheets must be provided in Excel. Gantt charts must be provided where applicable.

The format and content requirements for the Technical and Cost Proposals must adhere to the instructions contained in this section of the RFP. Failure to respond to a specific requirement may be used as a basis for rejection of the proposal from further consideration, or result in a score of "zero" or a "fail" for a particular item. Emphasis should be placed on conformance to the RFP instructions, responsiveness to requirements, and completeness and clarity of content. Elaborate proposals are neither necessary nor desired. If the proposal is presented in a fashion that makes evaluation difficult or overly time consuming, it is likely that points will be lost in the evaluation process. Bidders shall not include any personal use items with the proposal. Bidders must restate the requirement or question prior to their response throughout the proposal.

All proposals must be delivered no later than the date shown in Section I. E. of this RFP and only to the Representative at the address listed above.

#### **D. Proposal Withdrawal**

Prior to the proposal due date, a Bidder may withdraw their proposal by submitting a written request for its withdrawal signed by the Bidder's authorized agent. The written withdrawal request will be directed to the Procurement Officer at the address listed above.

## **E. Acceptance of Proposals**

PEIA will accept all proposals submitted according to the requirements and deadlines specified in this RFP. Each Bidder may submit only one proposal. PEIA reserves the right to reject any or all proposals received. It is understood that all proposals, whether rejected or not, will become the property of PEIA. After receipt of proposals, PEIA reserves the right to sign a contract, without negotiation, based on the terms, conditions, and premises of this RFP and the proposal of the selected Bidder(s) or to negotiate with a finalist or finalists. All proposals must be responsive to all requirements in the RFP in order to be considered for Contract award.

After the opening of proposals, PEIA may ask any Bidder for written clarification of their proposal. In the event this clarification is requested, submission of the clarification shall be considered part of the original proposal.

PEIA reserves the right to waive any or all minor irregularities in proposals, providing such action is in the best interest of the PEIA. Where PEIA may waive minor irregularities, such waiver shall in no way modify the RFP requirements or excuse the Bidder from full compliance with RFP specifications and other Contract requirements if the Bidder is awarded the Contract. PEIA also reserves the right to reject any and all proposals received, or cancel this RFP, according to the best interest of PEIA.

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 PEIA.

## **F. Oral Presentations**

At the option of PEIA, oral presentations by selected Bidders may be required. Bidders will be notified if an oral presentation is required. Any cost incidental to an oral presentation shall be borne entirely by the Bidder and PEIA shall not compensate the Bidder.

The Bidders should present complete, comprehensive proposals without relying on oral presentations, because PEIA reserves the right to award a contract without further discussions or an oral presentation. The Bidders may be requested to provide demonstrations of their proposed systems as part of their presentations.

Presentations will be recorded and any representations made during the oral presentation will become part of the Bidder's proposal and are binding if a contract is awarded.

## **G. Site Visits**

PEIA may request a site visit to review the Bidder's facilities or its subcontractors' facilities. This may include, but not be limited to, a review of policies and procedures, and any other area of operation that directly or indirectly affects the provisions of the RFP, Contract or the delivery of health care services.

Any cost incidental to the site visit by the Bidder shall be borne by the Bidder. PEIA will be responsible for its own travel and accommodations.

#### **H. Contract Award Notice**

The notice of the intended contract award shall be sent by certified mail or overnight mail to all Bidders who submitted a proposal. A contract award is contingent on approval by the PEIA Director.

#### **I. Protest of Intended Award**

Bidders that have submitted a litigation bond may protest the award in accordance with the following procedure. Protests based on the contract award must be submitted in writing to the Director of the West Virginia PEIA within five (5) working days from the date of this announcement. Protest should be sent to:

Ted Cheatham, Director  
West Virginia Public Employees Insurance Agency  
**601 57<sup>th</sup> Street, SE**  
**Suite 2**  
**Charleston, West Virginia 25304-2345**  
**Telephone: (304) 558-7850, ext. 52650**

Protests may be submitted by FAX at (304) 558-2470

All protests must contain:

The name and address of the protesting proposer  
A statement of the grounds of the protest (See Legal Standard below)  
Supporting documentation (if available)  
The resolution or relief sought

Failure to submit all of this information shall be grounds for rejection of the protest by the Director of PEIA.

The PEIA may refuse to review any protests when the matter involved is the subject of litigation before a court of competent jurisdiction; if the merits have previously been decided by a court of competent jurisdiction; or if it has been decided in a previous protest by the Director of PEIA. Subcontractors under a proposer's proposal do not have standing to file a protest.

The Director will respond to the protest within five (5) days of receipt of the written notice at the offices of the PEIA.

Proposers in disagreement with the response of the Director may ask for further review of the protest by the Cabinet Secretary of the West Virginia Department of Administration. The request for further review should be sent to the address below within five (5) days of the Director's response:

**Robert W. Ferguson, Jr., Cabinet Secretary  
West Virginia Department of Administration  
State Capitol Complex, Building 1, Room E-119  
Kanawha Boulevard, East  
Charleston, WV 25305  
Appeals may be submitted by FAX at (304) 558-2999.**

If the protesting vendor believes that due to the nature of the contract award an expedited determination is required, a request that the matter be directed immediately to the Department of Administration Cabinet Secretary should be in the original protest submitted to the Director of PEIA. If the Director is in agreement with the reasons for the expedited request, the Director will forward the protest to the Department of Administration Cabinet Secretary and inform the requesting proposer of his/her actions.

Decisions by the Department of Administration Cabinet Secretary shall be considered to be the final level of administrative relief. Any further appeal of the administrative decision of the Department of Administration Cabinet Secretary must be directed to the Circuit Court of Kanawha County, Charleston, West Virginia.

**J. Legal Standard**

A protesting vendor should be advised, that the legal standard for a successful challenge has been established by the W. Va. Supreme Court as follows:

“A State agency which awards a public contract upon criteria other than price is clothed with a heavy presumption that the contracting agency has properly discharged its duties and exercised discretionary powers in a proper and lawful manner; accordingly, the burden of proof in any action challenging the award of a contract by an unsuccessful bidder or taxpayer is upon the challenger who must show fraud, collusion, or such an abuse of discretion that it is shocking to the conscience.” Syl. Pt.3 State ex rel. E.D.S. Federal Corp. v. Ginsberg, 163 W.Va. 647, 259S.E.2d (1979).

**K. Restrictions on Communications with State and Other Personnel**

From the issue date of this RFP, shown in Section I. E., until a Bidder is selected and announced, Bidders are prohibited from communicating with any PEIA representatives regarding this procurement, except for the contact listed in Section I. D. This provision is not intended to restrict existing contractors from communicating with PEIA staff regarding ongoing operational matters. ***All communications related to this RFP are restricted to written communications except as set forth below.*** Bidders may not engage in attempting to influence, or lobbying activity, to influence the selection process via any unauthorized contact with any employee or officer of the PEIA or the state of WV. Violation of this requirement shall disqualify the Bidder from further consideration. Any Bidder, by submitting its proposal, acknowledges that it will refrain from lobbying with, or otherwise contacting any of the above referenced individuals to try to influence the outcome of the selection process.

The only *exceptions* to these restrictions are: PEIA staff and/or Bidder staff present at the Bidders' Conference for the purpose of addressing questions; or PEIA personnel involved in Oral Presentations by the Bidder.

As described in this RFP, any clarification regarding the RFP will be issued in writing by PEIA. No statements, clarifications, or opinions regarding this RFP are valid or binding except those issued in writing by PEIA. **Under no circumstances will questions be entertained except in writing or at the Bidders' Conference.**

#### **L. Evaluation Methodology**

The purpose of this section is to explain the criteria that will be used in evaluating the proposals. Each proposing entity will be evaluated using these criteria. As stated earlier, each proposing entity must submit the following items to be evaluated:

- Response to the Mandatory Proposal Requirements
- Response to Participation Standards (Technical Proposal)
- Signature Page (to be submitted under separate cover with the technical proposal; Transmittal Form B-1)
- Cost Proposal (to be submitted sealed under separate cover)
- Signature Page (to be submitted under separate cover with the cost proposal; Transmittal Form B-1)

#### **M. Mandatory Proposal Requirements**

THESE ARE ABSOLUTE REQUIREMENTS. FAILURE TO MEET ANY ONE OF THE REQUIREMENTS LISTED BELOW SHALL RESULT IN DISQUALIFICATION FROM FURTHER CONSIDERATION IN THIS BID PROCESS. Please confirm the Bidder meets each of the requirements listed below:

1. The worksite wellness bidder must have a minimum of five years of experience. If a vendor has acquired or merged with another, that firm's previous experience may count toward this time requirement. If this is the case, describe the relevant history.
2. The worksite wellness bidder must currently manage a worksite program with a minimum of 100 worksites with 20,000 employees and dependents.
3. The worksite wellness bidder must accept the performance standards as delineated in Appendix B, Performance Standards.

Identify all owners and subsidiaries that own or exert control of more than five (5) percent of the organization. Additionally, provide the names of organizations you own or control more than five (5) percent. Provide this information for sub-contractors as well.

The Bidder must identify all subcontractors and the subcontractor's scope of work, as specified, and include all relevant disclosures.

The Bidder must meet all other submission requirements.

The Bidder must identify all clients that compose more than 10% of their business portfolio and the percentage.

**N. Technical Proposal**

Only proposals meeting the Mandatory Proposal Requirements will have their Technical Proposals reviewed. This review includes:

- Bidder Capability, Qualifications and Experience;
- Qualified Personnel and Location;
- Approach and Methodology for Implementation and Continued Operations;
- Work Statement Participation Standards;
- Overall appropriateness of Response;

**O. Cost Proposal**

A description of how Bidders should structure the cost proposal is provided in Section VI of this RFP. The **Cost Proposal must be submitted under separate cover** and will be evaluated separately. Vendors wishing to request preference for residency status must complete the Vendor Preference Certificate in Appendix F.

Since there may be no opportunity for Bidders to revise the pricing, the Bidder should carefully calculate and propose its prices for the services requested herein. Notwithstanding this provision, the PEIA reserves the right to discuss with and negotiate with any or all of the Bidders.

**P. Evaluation**

A point evaluation system has been designed. A total score of 100 points is possible for the technical and cost proposals combined. The technical proposal will represent 70 points (70%) of the total evaluation score while the cost proposal will represent 30 points (30%). Finalist presentations and site visits may be used to validate the information presented in the proposal. As such, information obtained during oral presentations and/or site visits may be used to adjust the technical scores.

Proposing entities will be selected for the finalist presentation if they obtain a minimum acceptable score for the service(s) they propose. The minimum acceptable score for each technical proposal will be set at 70% (70 points x 70% = **49 points**) of the total technical score.

**Q. Information Required From Bidders**

The proposal must be submitted in the format outlined below. There should be no attachments, enclosures, or exhibits other than those considered by the Bidder to be essential to a complete understanding of the proposal submitted. Each section of the proposal should be clearly identified and sequentially numbered with appropriate headings.



## **R. Transmittal Letter**

A transmittal letter must accompany the proposal, signed in blue ink by an official authorized to bind the Bidder to proposal provisions. The transmittal letter must be placed at the very beginning of the General Technical section. The letter must include a statement that the RFP terms are accepted. Bidders must also include a statement in the letter certifying that the price was arrived at without any conflict of interest.

## **S. Format**

Applicants must organize the General Technical section of their proposals as follows:

- Transmittal Form (B-1)
- Compliance with Participation Standards
- Other Technical Submission Forms (Forms B-2 to B-3)

## **T. Transmittal Form**

The Transmittal Form (B-1) should be placed at the very beginning of the General Technical section. It must be signed by an individual duly authorized to make commitments on the applicant's behalf. **Reminder:** All original signatures must be signed in blue ink.

## **U. Bidder's Organization**

The following items must be included in a document titled "Business Organization" and must accompany the transmittal letter.

The full name and address of the Bidder organization and, if applicable, the branch office or other subordinate element that shall perform, or assist in performing, the work hereunder. ° Indicate whether it operates as an individual, partnership, or corporation; if as a corporation, include the state in which it is incorporated. If appropriate, specify whether it is licensed to operate in the state of WV.

List all subcontractors that perform key functions of your organization (For example, do not provide information for subcontractors that perform menial tasks such as housekeeping, etc.); include firm name and address, contact person, and complete description of work to be subcontracted. Include descriptive information concerning subcontractor's organization, abilities, and commitment to the contract period.

Provide annual audited financial reports for the past three (3) years for the Bidder and any subcontractor. Identify all owners and subsidiaries that own or exert control of more than five (5) percent of the organization. Additionally, provide the names of organizations of which the Bidder owns or controls more than five (5) percent. Provide this information for sub-contractors as well.

If the Bidder or subcontractor is an affiliate of another organization, submit the financial information for the parent company and describe the relationship.

## **V. Location**

Indicate the site or sites from which the Bidder will perform the relevant tasks listed in this proposal. This should be provided along with the transmittal forms. Specifically identify where the following activities will take place:

- Member wellness/fitness coaching & education;
- Project/Account Management;
- Biometric screening; and
- Customer service call center

## **W. Affiliations**

Describe all affiliations or ownership relationships (of 5% or more), with services to PEIA, including:

- Insurance, TPA companies;
- Hospital, medical services suppliers;
- Medical device manufacturers; and
- Other.

Explain how the Bidder can assure PEIA that these relationships will not create a conflict of interest with PEIA. This should be provided along with the transmittal forms.

## **X. Relevant Experience**

Proposals shall include at least five (5) business references that demonstrate the Bidders' prior experience in areas for which services are being offered. Each reference shall include the contact name, address and telephone number of the client, organization, and the responsible project administrator familiar with the firm's performance. Include a description of the services the Bidder is providing to these clients and the number of covered lives as well the initial date of the business relationship. If the Bidder is presently providing these or similar services for other states, those references should be included. PEIA reserves the right to request additional references.

Include the same information as above for the 5 largest former clients that have terminated their contracts with your organization since December 31, 2009. Points will be deducted for failure to supply this requested information in its entirety. This information must be provided using Exhibit A, Vendor Information Sheet.

## **Y. Bidder's Staffing**

The Bidder is responsible for providing all resources necessary to develop, implement and operate the System(s) as specified in this RFP. Notwithstanding this general requirement, PEIA requires that the Bidder commit certain dedicated staff resources that will act as single points-of-contact, as specified below.

The Bidder must provide an assigned Project/Account Manager(s) and Director who will act as the single point-of-contact representing the Bidder during the development and implementation phase as well as during the on-going relationship of the contracting period.

The PEIA expects the Project/Implementation Team to be committed full-time during the development and implementation and is/are accessible to PEIA during work hours during the development and implementation phases. The Bidder must also identify one individual who will be the primary contact person. This individual must be authorized to commit the resources of the Bidder in matters pertaining to performance of the contract. The Bidder must confirm that this Individuals' sole responsibility will be managing the PEIA account during the implementation.

In addition to the Account Manager, the Bidder must provide the services of a Clinical Manager to provide clinical support to the PEIA. The Bidder must clearly indicate the extent its staff will be dedicated to the PEIA account (see Section III E 1.5 and 1.6).

## **SECTION V – CONTRACTUAL SERVICES TERMS AND CONDITIONS**

### **A. Term of Contract**

Worksite wellness services are being requested from a bidder for an initial thirty-six (36) month period with possible annual renewals thereafter.

### **B. Contract Administrator**

Upon approval of a Contract, and following execution of said Contract, PEIA shall direct the Bidder to administer the Contract on a day-to-day basis during the term of the Contract. However, administration of any Contract resulting from this Request implies no authority to change, modify, clarify, amend, or otherwise alter the prices, terms, conditions, and specifications of such Contract. That authority is retained by PEIA and other authorized representatives and these appointees are subject to change.

### **C. Cost Liability**

PEIA assumes no responsibility or liability for costs incurred by the successful Bidder prior to the signing of any Contract resulting from this RFP. PEIA's responsibility and liability is limited to the terms and conditions of any Contract resulting from this RFP.

### **D. Bidder Responsibilities**

The Bidder shall be required to assume responsibility for all contractual activities offered in this proposal whether or not that Bidder performs them. Further, PEIA shall consider the Primary Bidder to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated Contract. If any part of the work is to be subcontracted, responses to this RFP should include *a list of subcontractors, including firm name and address, contact person, complete description of work to be subcontracted, and descriptive information concerning subcontractors organizational abilities*. PEIA reserves the right to approve subcontractors for this project and to require the Primary Bidder to replace subcontractors found to be unacceptable. The Bidder is totally responsible for adherence by the subcontractors to all provisions of the Contract.

The Bidder and any subcontractors must commit to the entire contract period stated within this RFP, unless PEIA specifically agrees to a change of subcontractors. The Agreement between the Bidder and PEIA will not be assignable to another party without prior written permission from PEIA. The Bidder shall provide advance notice to PEIA on any intended sale of the contracting entity. PEIA will have the option of terminating the Contract with the Bidder upon the sale of the contracting entity.

### **E. News Releases**

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

**F. Freedom of Information/Disclosure**

All documents in this RFP process are subject to West Virginia's Freedom of Information Act (FOIA) and may be disclosed upon request. The Bidder must clearly identify which data are considered proprietary. If PEIA receives a FOIA request for data, labeled by the Bidder as proprietary, PEIA will notify the Bidder, in writing, of the request to allow the Bidder time to obtain the appropriate court order to prevent the release of the information. Otherwise, PEIA will be compelled by state law to release such information.

**G. HIPAA Compliance**

The Bidder must agree to become a business associate of the PEIA, it must have policies and procedures in place consistent with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) standards for privacy and security of protected health information (45 CFR Parts 160 and 164) and any other applicable state or Federal law related to the privacy or security of information. The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the attorney General, and available online at the Purchasing Division's website (<http://www.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement.

**H. Gratuities or Kickbacks**

By submission of a proposal, the Bidder represents that it has not retained any person, agency, or entity to solicit or secure a State contract upon an agreement or understanding for a commission or a percentage, brokerage, or contingent fee. The State will not pay any brokerage fees for securing or executing any of the services outlined in this RFP. Therefore, all proposed fees must be net of commissions and percentage, contingent, brokerage, service, or finder's fees.

**I. Appropriations**

If the contract extends into more than one fiscal year (July 1 to June 30), and if appropriations are insufficient to support the contract, PEIA may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority.

**J. Litigation Bond**

Each Bidder responding to this RFP is required to submit a litigation bond in the amount of 5% of submitted bid, made payable to the West Virginia Public Employees Insurance Agency. A surety company licensed to do business in the State of West Virginia with the West Virginia Insurance Commission, on a form acceptable to the State, and countersigned by a West Virginia Resident Agent must issue this bond. The only acceptable alternate forms of the bond are (1) company certified check (not an individual) and (2) a cashier's check.

The purpose of the litigation bond is to discourage unwarranted or frivolous lawsuits pertaining to the award of a contract from this RFP. Secondly, the bond provides a mechanism for the State of West Virginia, the Agency, and its officers, employees, or agents thereof to recover damages, including (but not limited to) attorney fees, loss of

revenue, loss of grants or portions thereof, penalties imposed by the federal government and travel expenses which may result from any such litigation. A claim against the bond will be made if the Bidder contests the award in a court of competent jurisdiction and the grounds are found to be unwarranted or frivolous based on the facts of the award or applicable law as determined by the court.

The bond or alternate form must remain in effect for two years from the proposal submission date. After six (6) months, each Bidder may request, and the State anticipates granting, a release of the litigation bond or alternate form. However, the Bidder will be required to provide a release (signed and notarized in a form that is acceptable to the State) prior to release of the bond which states that the Bidder will not sue.

Failure to submit an appropriate bond or Litigation Waiver Form (E) with the proposal at the time of bid opening will result in automatic disqualification of the Bidder's proposal and the proposal will be considered non-responsive.

**K. Performance Bond**

A performance Bond must be provided by the selected Bidder before execution of a contract with PEIA. The bond must be in the amount of one-hundred percent of the first year's total payments under the contract. The bond must provide for the forfeiture of that amount to PEIA if the successful Bidder does not perform its obligation under the contract. The bond must be in a form acceptable to PEIA and issued by an insurer licensed by the West Virginia Insurance Commissioner.

**L. Miscellaneous Provisions**

The following provisions will be incorporated into any agreement entered into between PEIA and the successful bidder. The successful bidder will be asked to sign a form accepting the provisions described below.

**M. Arbitration**

Any references to arbitration contained in the agreement are hereby deleted. Claims against PEIA or the State of West Virginia arising out of the agreement shall be presented to the West Virginia Court of Claims.

**N. Hold Harmless**

Any clause requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety. The successful bidder must indemnify and hold harmless the State of West Virginia and PEIA for its acts or omissions arising out of the contract.

**O. Governing Law**

The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.

**P. Taxes**

Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.

**Q. Payment**

Any references to prepayment are deleted. Payment will be in arrears. As per West Virginia State Law, PEIA will pay all uncontested invoices within sixty days of receipts at PEIA offices.

**R. Interest**

Should the agreement include a provision for interest on late payments, the Agency agrees to pay the maximum legal rate under West Virginia law. All other references to interest or late charges are deleted.

**S. Recoupment**

Any language in the agreement waiving the Agency's right to set-off, counterclaim, recoupment, or other defense is hereby deleted.

**T. Fiscal Year Funding**

Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.

**U. Statute of Limitation**

Any clauses limiting the time in which the Agency may bring suit against the Vendor, lesser, individual, or any other party are deleted.

**V. Similar Services**

Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.

**W. Attorney Fees**

The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.

**X. Assignment**

Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.

**Y. Limitation of Liability**

The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages or limiting the Vendor's liability under a warranty to a certain dollar amount or to the amount of the agreement is hereby deleted. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.

**Z. Right to Terminate**

Agency shall have the right to terminate the agreement upon Ninety (90) written notice to Vendor.

**AA. Termination Charges**

Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term. Upon termination of this agreement, or any extension thereto, the Bidder has the duty to continue to provide any reports required by the agreement or any law or regulation.

**BB. Renewal**

Any reference to automatic renewal is hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties.

**CC. Insurance**

Any provision requiring the Agency to insure equipment or property of any kind and name the Vendor as beneficiary or as an additional insured is hereby deleted.

**DD. Right to Notice**

Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.

**EE. Acceleration**

Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.



**FF. Amendments**

All amendments, modifications, alterations, or changes to the agreement shall be in writing and signed by both parties.

## SECTION VI – FEE QUOTATION FORM

**Proposed rates must be valid for July 1, 2012. Rates must be guaranteed from year to year as quoted below. The contract will run from July 1, 2012 to July 1, 2015. Use the following assumptions in your rate calculations:**

70,582                      Actives/Policyholders

### Worksite Wellness and Health Promotion Price Proposal

**Instructions:** For each service area you may provide a price for the services that you are interested in offering to provide. We recognize that the approach to provide the service may vary from the current service mode, which may be reflected in your price proposal. Also, please show any start-up fees and other administrative fees separately.

**NOTE: Please indicate if the services provided are on-site, telephonic, or on-line.**

#### I. Core Services Requested in the RFP

Service	Participants	2012-2013	2013-2014	2014-2015
<u>Biometric Screening</u>	30,000			
a. Standard		\$ _____	\$ _____	\$ _____
b. Optional		\$ _____	\$ _____	\$ _____
Wellness Counseling	10,000	\$ _____	\$ _____	\$ _____
Incentive Program – Administrative	30,000	\$ _____	\$ _____	\$ _____
Website and Information Support	70,582	\$ _____	\$ _____	\$ _____
<u>Worksite Health Promotion</u>	5,000	\$ _____	\$ _____	\$ _____
a. Fitness Counseling	300 sessions	\$ _____	\$ _____	\$ _____
b. Education Sessions		\$ _____	\$ _____	\$ _____
c. Other _____				
Health/Wellness Newsletter	2 per year	\$ _____	\$ _____	\$ _____

**II. Proposed Services to Develop the Ideal Worksite Wellness Model**

<b>Service</b>	<b>Participants</b>	<b>2012-2013</b>	<b>2013-2014</b>	<b>2014-2015</b>
<u>Website &amp; Information Support</u>	70,582	\$ _____	\$ _____	\$ _____
<u>Incentive Program Admin.</u>	30,000	\$ _____	\$ _____	\$ _____
Health/Wellness Newsletter	2 per year	\$ _____	\$ _____	\$ _____
Proposed Service #1		\$ _____	\$ _____	\$ _____
Proposed Service #2		\$ _____	\$ _____	\$ _____
Proposed Service #3		\$ _____	\$ _____	\$ _____
Proposed Service #4		\$ _____	\$ _____	\$ _____

**SECTION VII - APPENDIX**

**APPENDIX A – Vendor Information**

<b>VENDOR INFORMATION SHEET</b>				
Organization Name _____				
Contact Person’s Name _____				
Title _____				
Address _____				
City/State/Zip code _____				
Phone Number _____				
E-mail Address _____				
Fax Number _____				
<b>Services Quoted</b>			<b>Yes</b>	<b>No</b>
<p style="text-align: center;"><b><u>Worksite Wellness &amp; Health Promotion</u></b></p> <ul style="list-style-type: none"> <li>• Biometric Screening</li> <li>• Wellness Counseling</li> <li>• Website Support</li> <li>• Incentive Program</li> <li>• Worksite Health</li> <li>• Newsletter</li> </ul>				
<b>Current References</b>				
Company Name	Contact Name	Phone Number and County Location	Number of Employees	Contract Start Date
<b>Recently Terminated Clients</b>				
Company Name	Contact Name	Phone Number	Termination Reason	Termination Date

**Authorized Signature:** \_\_\_\_\_

## APPENDIX B - Performance Guarantees

Element	Standard	Guarantee
1. Adverse Incidents	The vendor shall report any and/or all adverse incidents that occur at health screens or on-site events to PEIA on the same day of occurrence to include the name of the member involved, worksite location, summary of event/incident, and action(s) taken by the vendor staff to remediate. Further, the vendor shall provide a detailed report of the post incident investigation within five (5) business days. Adverse incidents include, but are not limited to: pass out/fainting; inability to draw blood after >2 attempts; disruptive events involving vendor staff and/or PEIA members; other medical emergency (ies) at on-site events, etc.	The vendor will be assessed a \$250.00 fee for each event and/or incident that is not reported to PEIA within the defined time frames. If the vendor is unsure about reporting an event or incident, that event and/or incident should be reported to PEIA for a final determination of classification.
2. Call Answering Time	Vendor guarantees that the average speed of answer (ASA) of PEIA member calls will not exceed 30 seconds, excluding calls abandoned before answering.	Performance will be measured monthly and reported quarterly. Penalties, if any, will be paid quarterly.
3. Call Abandonment Rate	Not more than 3% of PEIA member and/or Worksite Coordinator calls will be abandoned.	Performance will be measured monthly and reported quarterly. Penalties, if any, will be paid quarterly.
4. PEIA member and Worksite Coordinator correspondence and communication	Vendor shall respond to all correspondence and/or communication (verbal requests, phone calls, e-mails, written correspondence, etc.) from members and PEIA Worksite Coordinators within five (5) business days.	Performance will be measured monthly and reported quarterly. Penalties, if any, will be paid quarterly.
5. Health Screen Events	PEIA expects that the vendor will arrive on time for all scheduled health screen and/or worksite events prepared to fulfill its contractual obligation to provide on-site health and wellness services. PEIA recognizes that events beyond the vendor's control may result in the cancellation or delay of an event. Such events would include severe and/or adverse weather, flooding, other natural disasters, chemical leaks, transportation accidents, etc. It is the responsibility of the vendor to adequately plan for and staff for all scheduled events and/or health screens. Staffing, scheduling, and transportation to and from health screens and/or worksite events, or to provide other contractually obligated services are the sole responsibility of the vendor.	The vendor will be assessed a \$250.00 fee for any event where vendor staff initiate the provision of service thirty (30) minutes past the scheduled start time; for any event where vendor staff initiate the provision of service sixty (60) minutes past the scheduled start time; and a \$1,000.00 fee for any health screen or scheduled worksite event that does not occur due to the action(s) of the vendor and/or where contractual services are initiated more than ninety (90) minutes after the scheduled start time.
5. Staffing	The vendor will inform PEIA of any and/or all vendor staffing and/or logistical issues that result in the rescheduling and/or postponement of more than three (3) health screens and/or worksite events in a one (1) week period (Sun.-Sat.) or staffing or logistical issues that prohibit or may prohibit the delivery of contractual services to PEIA members for more than three (3) business days.	The vendor will be assessed a \$250.00 fee for the first failure to notify PEIA and a \$500.00 fee for each subsequent failure to notify PEIA.
6. Compliance	The vendor will be fully compliant with any and/or all applicable State and/or Federal laws, rules, and/or regulations including, but not limited to:	The vendor will be assessed a \$250.00 fee for the first identified incidence of non-compliance and a \$500.00 fee for

	OSHA 1910.1030, CLIA, HIPAA, HITECH – including the Breach Notification Rule(s), West Virginia Medical Infectious Waste laws/rules/regulations, as well as recognized industry Standards of Care for the provision of health and/or wellness services, phlebotomy, and weight management programs.	each subsequent incident. Performance will be measured monthly and reported quarterly. Penalties, if any, will be paid quarterly.
7. Health Screen results	The vendor will process and mail all health screen results to PEIA members within ten (10) business days of the health screen event – not counting the day of the event.	The vendor will be assessed a \$0.25 per member record fee for each health screen record that is mailed to a member past the ten (10) business day time frame. Performance will be measured monthly and reported quarterly. Penalties, if any, will be paid quarterly.

**APPENDIX C – Transmittal Forms**

**C-1 Transmittal Form**

I hereby attest to the following on behalf of \_\_\_\_\_:

- We have read, understand, and are able and willing to comply with all standards and participation requirements described in the RFP for the programs in which we are applying to participate, as well as in the corresponding contracts;
- All of the information contained in this proposal is accurate and truthful to the best of our knowledge;
- This proposal will be held firm until at least December 31, 2011; and
- Neither we, nor any of our representatives have paid, agreed to pay, or will pay directly or indirectly to any person, firm, or corporation any money or valuable consideration for assistance in procuring or attempting to procure the agreement(s) referred to herein.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

---

**Applicant point of contact regarding proposal:**

Name \_\_\_\_\_

Title \_\_\_\_\_

Telephone \_\_\_\_\_

Fax \_\_\_\_\_

### C-2 Top Five Clients Form

**Instructions to Bidders:** Complete the chart, listing your top five clients/groups starting with the largest number of covered lives (other than PEIA). Include current phone number and address for contact persons. Points will be deducted for failure to provide contact information.

Client/Group	Number of Enrollees	Initial Offer Date	Contact Name	Address	Telephone Number
1					
2					
3					
4					
5					

### C-3 Terminated Contracts Form

**Instructions to Bidders:** Complete the chart below, listing the five largest groups that have terminated their contracts with your plan since December 31, 2009. Include current phone number and address for cooperative contact persons. Points will be deducted for failure to provide contact information.

Client/Group	Number of Enrollees	Initial Offer Date	Contact Name	Address	Telephone Number
1					
2					
3					
4					
5					



## **APPENDIX D – Purchasing Affidavit**

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

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

“Debtor” means any individual, corporation, partnership, association, Limited Liability Company or any other form or business association owing a debt to the state or any of its political subdivisions. “Political subdivision” means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities.

“Related party” means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

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

**LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State’s Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

**CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendors should visit [www.state.wv.us/admin/purchase/privacy](http://www.state.wv.us/admin/purchase/privacy) for the Notice of Agency Confidentiality Policies. Under penalty of law for false swearing (West Virginia Code, §61-5-3), it is hereby certified that the vendor acknowledges the information in this said affidavit and are in compliance with the requirements as stated.

---

Vendor's Name

---

Authorized Signature  
Purchasing Affidavit (Revised 06/15/07)

---

Date

**APPENDIX E – Bidder’s Litigation Waiver Form**

\_\_\_\_\_, hereinafter “Bidder,” wishes to submit a Proposal in response to the Request For Proposals for the Pharmacy Benefit Management Services (the RFP) issued on July 1,2011 by the Public Employees Insurance Agency for the State of West Virginia (PEIA). The Bidder acknowledges that a mandatory requirement of the RFP is that the Bidder submit a litigation bond with its proposal.

In consideration of the waiver of said litigation bond requirement by the PEIA, and in lieu of such bond, the Bidder agrees:

That the Bidder completely waives and foregoes any and all legal right or ability it may now have, or in the future acquire, to initiate any sort of challenge to or against the selection of a Bidder and/or the ultimate award of a contract or contracts pursuant to the RFP. This Waiver is entered voluntarily by a representative authorized to legally bind the Bidder and shall be binding on the Bidder, its successors, assigns, heirs and any others claiming under the legal rights of the Bidder. This Waiver shall apply to any and all types of action, in challenge to or seeking to attack, in any way, the RFP selection process, or the subsequent award of contract(s) to the successful Bidder, including but not limited to, administrative, judicial, or collateral actions.

\_\_\_\_\_  
Legal Name of Bidder

**By:**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

**Title:**

\_\_\_\_\_  
Title of Authorized Signature

**Approved:**

Public Employees Insurance Agency for the Sate of West Virginia

**By:**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

## APPENDIX F – Vendor Preference Certificate

Certification and application<sup>1</sup> is hereby made for Preference in accordance with West Virginia Code, §5A-3-37.

**West Virginia Code**, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the **West Virginia Code**. This certificate for application is to be used to request such preference. PEIA will make the determination of the Resident Vendor Preference, if applicable.

### A. Application is made for 2.5% preference for the reason checked:

\_\_\_\_ Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification;

Or

\_\_\_\_ Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification;

or

\_\_\_\_ Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification.

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<sup>1</sup> Check any combination of preference consideration(s) in either “A” or “B,” request up to the maximum of 5% preference for both “A” and “B.”