

REQUEST FOR PROPOSAL

West Virginia Health Information Network Marketing and On-boarding Project

TABLE OF CONTENTS

- Section 1: General Information**
- Section 2: Instructions to Vendors Submitting Bids**
- Section 3: Vendor Proposal**
- Section 4: Evaluation and Award**
- Section 5: Contract Terms and Conditions**

SECTION ONE: GENERAL INFORMATION

1.1 Purpose: The West Virginia Health Information Network, hereinafter referred to as the “WVHIN,” is soliciting proposals to provide marketing/outreach, on-boarding/recruitment and training of the WVHIN services including WVDirect Secure Messaging, Full HIE, End of Life Registry, etc. to the healthcare community. The WVHIN is seeking a contractor to assist in the recruitment and onboarding to WVHIN services by healthcare organizations in WV. In order to meet timeframes defined in the contract with Truven Health Analytics, there must be an emphasis on the recruitment of healthcare providers to the HIE during calendar year 2013 with the majority of these being required in early 2013. The recruitment will include the signing of the appropriate Participation Agreement or Subscription Agreement for HIE services. Providers will be on-boarded to the HIE during 2013 and 2014 with a strong emphasis to complete the on-boarding by August 20, 2014.

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

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

1.2.1 Compliance with Laws and Regulations: The Vendor shall procure all necessary permits and licenses to comply with all applicable federal, state, or municipal laws, along with all regulations, and ordinances of any regulating body.

The Vendor shall pay any applicable sales, use or personal property taxes arising out of this contract and the transactions contemplated thereby. Any other taxes levied upon this contract shall be borne by the Vendor. It is clearly understood that the State of West Virginia is exempt from any taxes regarding performance of the scope of work of this contract.

1.3 Schedule of Events:

Vendor’s Written Questions Submission Deadline	10/23/12
Addendum Issued	10/31/12
Bid Opening Date	11/19/12

- 1.4 **Inquiries:** Inquiries regarding specifications of this RFP must be submitted in writing to Denise Hershey, Chief Financial Officer, West Virginia Health Information Network, 100 Dee Drive, Charleston, WV 25311 or dhershey@wvhin.org. The deadline for written inquiries is identified in the Schedule of Events, Section 1.3.
- 1.5 **Verbal Communication:** Any verbal communication between the Vendor and any State personnel is **not** binding. Only information issued in writing and added to the RFP specifications by an official written addendum by the WVHIN is binding.
- 1.6 **Addenda:** If it becomes necessary to revise any part of this RFP, an official written addendum will be issued by the WVHIN.

SECTION TWO: INSTRUCTIONS TO VENDORS SUBMITTING BIDS

- 2.1 **Location:** The WVHIN is located at 100 Dee Drive, Charleston, WV 25311.
- 2.2 **Background and Current Operating Environment:** The West Virginia Health Information Network is a public/private partnership created in 2006 through West Virginia Code Chapter 16 Article 29G. The WVHIN is charged with building a secure electronic health information system for the exchange of patient data among physicians, hospitals, diagnostic laboratories, other care providers, and other stakeholders.

The WVHIN has a contract with Truven Health Analytics to provide the HIE infrastructure platform solution for implementation, operation and maintenance of a statewide network to facilitate public and private use of healthcare information. This initiative provides a platform that enables the electronic exchange of data for care coordination, improved efficiency in administrative transactions and performance management throughout the state. The HIE is intended to foster provider adoption; improve clinical decision support; provide innovative solutions for consumer outreach and education; and provide advanced analytical and reporting capabilities to various agencies, payers and other health professionals by providing timely access to quality, compliance and performance information. The HIE is available for full participation through data exchange, or as view only access through a portal.

The WVHIN's WVDirect secure messaging operates both independently and integrally with the HIE and provides the healthcare community with a trusted, structure enabling medical data exchange necessary for high-quality, patient-centered care using nationally recognized interoperability standards. Services provided by the WVHIN's HIE and messages sent via WVDirect may assist providers in meeting Meaningful Use requirements. The WVHIN's HIE and WVDirect portal is also the on-line access point for WV's End-of-Life Registry.

There are currently four (4) hospitals connected to the HIE and several additional hospitals that are in various stages of establishing an implementation plan and over 600 users have been assigned addresses for WVDirect.

- 2.3 **Statement of Work (SOW):** The following SOW defines the purpose and expectations that will be required of the contractor. The selected vendor will provide the following direct technical assistance services ("services") as needed to healthcare providers ("providers") to be connected to the WVHIN for the purpose of exchange of health information:
1. Market to the healthcare community the WVHIN services (Full HIE, End-of-Life Registry, Portal, WVDirect, etc.).

2. Identify and sign up a minimum of five hundred (500) healthcare providers to be active users of WVDirect during calendar year 2013. WVDirect accounts can be assigned to individuals or organizations. In order for a WVDirect account to initially be considered active, at least two clinical messages to another healthcare provider(s) must be sent from that account. Organizational accounts can represent an unlimited number of healthcare providers, but, for the purposes of meeting the 500 count, an organizational account will be capped at 25 healthcare providers per account. Active WVDirect accounts must exchange a minimum of 1,000 cumulative messages for the purpose of care summary exchange, lab exchange, ELR/ immunization reports or other healthcare purposes.
3. When WVDirect addresses are assigned to organizations, the vendor will identify each healthcare provider assigned to each account.
4. If vendor identifies a healthcare provider who is using Direct Secure Messaging from another Health Information Service Provider (HISP), vendor will inform the WVHIN and obtain contact information for that HISP in order to facilitate HISP to HISP connections.
5. Train providers on privacy & security related to the WVHIN HIE and provide overview of WVHIN policies and procedures.
6. Identify and sign up a minimum of fifty (50) healthcare organizations to participate in HIE full exchange in calendar year 2013. Examples of healthcare organizations are physician offices, Federally Qualified Health Centers, clinics, rehabilitation facilities, long-term health care facilities, behavioral health providers, labs, public health departments, etc.
7. Specifically make contact with regional and small labs concerning lab exchange & sign up as users of WVDirect & HIE.
8. Perform HIE onboarding services with providers including assistance in completing Readiness Surveys, signing Participation Agreements and identifying the Site Administrator.
9. Provide training to participating organizations regarding the use of the WVHIN systems, HIE functionality, privacy & security, WVHIN policies and procedures and Site Administrator responsibilities.
10. Develop and maintain attendance rosters for all training activities.
11. Serve as registration authority (includes identity proofing) for new WVHIN services enrollees.
12. Provide IT administrative services including account provisioning, management and maintenance and new user orientation.
13. Provide other technical assistance as necessary upon mutual agreement of the WVHIN and vendor.
14. A plan for the provision of these services must be approved by the WVHIN prior to the performance of the services contained within this Agreement. The plan must include a list of the targeted healthcare providers.
15. Monthly progress reports must be submitted to the WVHIN showing steady progress. Steady progress will be defined and mutually agreed upon at award of contract.
16. The goal for the number of WVDirect addresses and HIE participants to be signed up in subsequent years will be negotiated at least three (3) months prior to the beginning of each contract period.

SERVICES TO BE PROVIDED BY WVHIN

WVHIN shall furnish to Vendor:

1. Training of staff in the processes and workflows necessary to connect a provider to the HIE and to the DIRECT Messaging.

2. WVHIN will furnish an initial practice readiness assessment tool for HIE interoperability for each such provider.
3. The WVHIN will provide collateral marketing material to support member outreach.
4. The WVHIN will provide technical assistance to the vendor regarding the use of Direct Messaging Services.
5. The parties shall cooperate and coordinate in the provision of such services to best serve the needs of the provider.

2.4 **Limitations of Scope:** WVHIN personnel will concentrate their efforts on recruiting and onboarding of hospitals. This will need to be a coordinated effort and WVHIN staff may recruit some physician practices, FQHC's, nursing homes or other providers. Likewise, vendor may have to work with some hospitals.

2.5 **Acceptance and Key Milestones**

Deliverable	Payment %
Kickoff meeting conducted	5%
Delivery and approval of service plan	10%
WVHIN training completed	5%
Receipt of monthly progress reports showing steady progress	65% - Monthly payment based on hours worked.
Sign up 500 users for WVDirect	5%
Sign up 50 physician offices &/or FQHCs for the HIE	10%

SECTION THREE: VENDOR PROPOSAL

- 3.1 **Economy of Preparation:** Proposals should be prepared simply and economically providing a straightforward, concise description of the Vendor's abilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of the content.
- 3.2 **Incurring Cost:** Neither the State nor any of its employees or officers shall be held liable for any expenses incurred by any Vendor responding to this RFP, including but not limited to preparation, delivery, or travel.
- 3.3 **Proposal Format:** Vendors should provide responses in the format listed below:
- Title Page:** State the RFP subject, Vendor's name, business address, telephone number, fax number, name of contact person, e-mail address, and Vendor signature and date.
- Table of Contents:** Clearly identify the material by section and page number.
- Qualifications & Experience:**

Within this section provide a response regarding your qualifications and experience for each of the following:

- a. Firm and staff qualifications and experience in completing similar projects.
- b. Minimum of three references.
- c. Proposed staffing plan. Include identification of project lead and resumes of all proposed staff in each of the required classifications (Recruiter/Marketing Specialist, Trainer, IT Account Administrator, Project Lead). Please identify any individuals that may perform duties for multiple classifications.
- d. Description of how you will provide state-wide coverage for recruitment and on-boarding services that includes all counties in West Virginia.
- e. Descriptions of past similar projects completed entailing the location of the project, project manager name and contact information, type of project, project goals and objectives, and how they were met.
- f. Description of vendors knowledge of HIE and Health Information Technology landscape in West Virginia.
- g. Description of Vendor's knowledge of healthcare environment in West Virginia; established relationships with Healthcare Providers in WV; and any other unique qualifications and experience.

Approach & Methodology:

Within this section provide a response to the approach and methodology to be used by the Vendor to meet the following requirements.

- a. Strategy for meeting 2013 goals listed in 2.3 Statement of Work (500 Direct users and 50 HIE participants).
- b. Explanation of how you will coordinate with the WVHIN.
- c. If using subcontractor for portions of activity, we need them identified up front and why this team effort will work for the WVHIN.

Cost Proposal:

Identify all inclusive hourly rates for each person proposed. In presenting hourly rates, the WVHIN envisions the following potential classifications of staff:

- a. Recruiter/Marketing Specialist
- b. Trainer
- c. IT Account Administrator
- d. Project Lead

A total annual cost proposed should not exceed \$250,000. Cost proposal must be submitted in a separate sealed envelope. Cost should be clearly marked.

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

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

All proposals must be submitted to the WVHIN **prior** to the date and time stipulated in the RFP as the opening date. All bids will be dated and time stamped to verify official time and date of receipt.

- 3.4.1 Vendors should allow sufficient time for delivery. The WVHIN shall not waive or excuse late receipt of a proposal, for any reason. Any proposal received after the bid opening date and time shall be immediately disqualified in accordance with State law. The proposal will be stamped as "Bid Received Late," and maintained with the official file.

Vendors responding to this RFP shall submit:

One original technical and cost proposal plus four convenience copies of the technical proposal to:

West Virginia Health Information Network
c/o Denise Hershey
100 Dee Drive
Charleston, WV 25311-1600

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

Vendor: _____
Contact: Denise Hershey
Project Title: WVHIN – Marketing and On-boarding
Opening Date: November 19, 2012
Opening Time: 3:00 PM

- 3.5 **General Terms and Conditions:** The General Terms and Conditions will become part of the contract with the winning vendor. A copy of the General Terms and Conditions may be found at: <http://www.state.wv.us/admin/purchase/TCA.pdf>
- 3.6 **Purchasing Affidavit:** All bidders submit an affidavit regarding any debt owed to the State. The affidavit must be signed and submitted prior to award. It is preferred that the affidavit be submitted with the proposal. A copy of the purchasing affidavit may be found at: <http://www.state.wv.us/admin/purchase/vrc/pAffidavit.pdf>
- 3.7 **HIPAA Business Associate Addendum:** The Business Associate Addendum will become part of the contract. A copy of the addendum may be found at: <http://www.state.wv.us/admin/purchase/vrc/WvBaaAgApproved.pdf>
- 3.8 **Agreement Addendum WV-96:** The WV-96 will become part of the contract with the winning vendor. A copy of the WV-96 may be found at: <http://www.state.wv.us/admin/purchase/vrc/wv96.pdf>
- 3.9 **Technical Bid Opening:** The WVHIN will open and announce only the technical proposals received prior to the date and time specified in the Request for Proposal. The technical proposals shall then be provided to the WVHIN evaluation committee.
- 3.10 **Cost Bid Opening:** The WVHIN shall open and announce cost proposals after the technical evaluation is complete. All cost bids for qualifying proposals will be opened. Cost bids for non-qualifying proposals will also be opened but shall not be considered. A proposal may be deemed non-qualifying for a number of reasons including, but not limited to, the bidder's technical proposal failing to meet the minimum acceptable score and the bidder's technical proposal failing to meet a mandatory requirement of the contract.

SECTION FOUR: EVALUATION AND AWARD

- 4.1 **Evaluation Process:** Proposals will be evaluated by a committee of three (3) or more individuals against the established criteria with points deducted for deficiencies. The Vendor who demonstrates that they meet all of the mandatory specifications required; has appropriately presented within their written response their understanding in meeting the goals and objectives of the project; and attains the highest overall point score of all Vendors shall be awarded the contract. The selection of the successful Vendor will be made by a consensus of the evaluation committee.
- 4.2 **Evaluation Criteria:** All evaluation criteria is defined in the Project Specifications section and 3.3 Proposal Format section and is based on a 100 point total score. Cost shall represent a minimum of 30 of the 100 total points.

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

• Qualifications and experience	30 Points Possible
• Approach and methodology	40 Points Possible
• Cost	<u>30 Points Possible</u>
Total	100 Points Possible

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

$$\frac{\text{Lowest price of all proposals}}{\text{Price of Proposal being evaluated}} \times 30 = \text{Price Score}$$

- 4.2.1 **Technical Evaluation:** The Agency evaluation committee will review the technical proposals, deduct points where appropriate, and make a final written recommendation to the WVHIN.
- 4.2.2 **Minimum Acceptable Score:** Vendors must score a minimum of 70% of the total technical points possible in each of the two technical score categories (21 points for Qualifications and Experience and 28 points for Approach and Methodology). Vendors who do not attain the minimum acceptable score (MAS) in either of the two categories shall be considered as non-qualifying; however, the cost bids will be opened. A proposal may be deemed non-qualifying for a number of reasons including, but not limited to, the bidder's technical proposal failing to meet the minimum acceptable score and the bidder's technical proposal failing to meet a mandatory requirement of the contract. Certain information, such as technical scores and reasons for disqualification, will not be available until after the contract award.
- 4.2.3 **Cost Evaluation:** The WVHIN evaluation committee will review the cost proposals, assign appropriate points, and make a final recommendation to the WVHIN.
- 4.3 **Independent Price Determination:** A proposal will not be considered for award if the price in the proposal was not reached independently without collusion, consultation, communication, or agreement as to any matter relating to prices with any competitor, unless the proposal is submitted as a joint venture.

- 4.4 **Rejection of Proposals:** The WVHIN reserves the right to accept or reject any or all proposals, in part or in whole at its discretion. The WVHIN further reserves the right to withdraw this RFP at any time and for any reason. Submission of or receipt of proposals by the WVHIN confers no rights upon the bidder nor obligates the WVHIN in any manner.
- 4.5 **Vendor Registration:** The Vendors participating in this process should complete and file a Vendor Registration and Disclosure Statement (Form WV-1) and remit the registration fee. The Vendor is not required to be a registered Vendor in order to submit a proposal, but the **successful bidder must** register and pay the fee prior to the award of an actual purchase order or contract.

SECTION FIVE: CONTRACT TERMS AND CONDITIONS

- 5.1 **Contract Provisions:** The RFP and the Vendor's response will be incorporated into the contract by reference. The order of precedence shall be the contract, the RFP and any addendum, and the vendor's proposal in response to the RFP.
- 5.2 **Conflict of Interest:** The Vendor affirms that neither it nor its representatives have any interest nor shall acquire any interest, directly or indirectly, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the WVHIN.
- 5.3 **Vendor Relationship:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents.

The Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this RFP and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever.

The Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, *et cetera* and the filing of all necessary documents, forms and returns pertinent to all of the foregoing.

The Vendor shall hold harmless the State, and shall provide the State and the WVHIN with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

The Vendor shall not assign, convey, transfer, or delegate any of its responsibilities and obligations under this contract to any person, corporation, partnership, association, or entity without expressed written consent of the WVHIN.

5.3.1 **Subcontracts/Joint Ventures;** The Vendor may, with the prior written consent of the WVHIN, enter into subcontracts for performance of work under this contract.

5.3.2 **Indemnification:** The Vendor agrees to indemnify, defend, and hold harmless the State and the WVHIN, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the contract; (2) Any

claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the contract in a manner not authorized by the contract, or by federal or state statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe federal and state laws including, but not limited to, labor and wage laws.

5.3.3 **Governing Law:** This contract shall be governed by the laws of the State of West Virginia. The Vendor further agrees to comply with the Civil Rights Act of 1964 and all other applicable laws and regulations as provided by federal, State, and local governments.

5.4 **Term of Contract and Renewals:** This contract will be effective upon a mutually agreed upon date between the Vendor and the WVHIN after notification of award of winning proposal. This contract may be renewed upon mutual consent. Such renewals are for a period of up to one (1) year, with a maximum of two (2) one-year renewals. The Vendor may terminate the contract for any reason upon giving the WVHIN ninety (90) days written notice. Notice by the Vendor of intent to terminate will not relieve the Vendor of the obligation to continue providing services pursuant to the terms of the contract.

5.5 **Non-Appropriation of Funds:** If funds are not appropriated for the WVHIN in any succeeding fiscal year for the continued use of the services covered by this contract, the WVHIN may terminate the contract at the end of the affected current fiscal period without further charge or penalty. The WVHIN shall give the Vendor written notice of such non-appropriation of funds as soon as possible after the Agency receives notice. No penalty shall accrue to the WVHIN in the event this provision is exercised.

5.6 **Changes:** If changes to the contract become necessary, a formal contract change order will be negotiated by the WVHIN, and the Vendor.

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

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

5.7 **Price Quotations:** The price(s) quoted in the Vendor's proposal will not be subject to any increase and will be considered firm for the life of the contract unless specific provisions have been provided in the original specifications.

5.8 **Invoices and Progress Payments:** The Vendor shall submit invoices, in arrears, to the WVHIN at the address on the face of the purchase order labeled "Spending Unit Name, Address & Contact." Invoices shall include the following information:

1. Name, address of vendor's billing contact
2. Project Identification
3. Invoice date
4. Invoice number
5. Service Period
6. Service(s) Description Performed
7. Total Invoice amount

- 5.9 **Contract Termination:** The WVHIN may terminate any contract resulting from this RFP immediately at any time the Vendor fails to carry out its responsibilities or to make substantial progress under the terms of this RFP and resulting contract. The WVHIN shall provide the Vendor with advance notice of performance conditions which may endanger the contract's continuation. If after such notice the Vendor fails to remedy the conditions within the established timeframe, the State shall order the Vendor to cease and desist with any and all work immediately. The WVHIN shall be obligated only for services rendered and accepted prior to the date of the notice of termination.

The contract may be terminated by the WVHIN with thirty (30) days prior notice.

- 5.10 **Personnel:** The WVHIN shall have the right to make reasonable requests, in writing, for replacement or alternate assignment of personnel assigned to this project for any non-discriminatory reason. The vendor shall promptly respond to any such request and make reasonable efforts to correct the situation in order to improve the performance, or to provide a replacement, at its own expense within a mutually agreeable timeframe.
- 5.11 **Prime Contractor:** The vendor is solely responsible for all work performed under the contract and shall assume prime contractor responsibility for all services offered and products to be delivered under the terms of this contract. The WVHIN will consider the vendor to be the sole point of contact with regard to all contractual matters.
- 5.12 **Record Retention (Access and Confidentiality):** The Vendor shall comply with all applicable federal and State rules, regulations, and requirements governing the maintenance of documentation to verify any cost of services or commodities rendered under this contract by the Vendor.

The Vendor shall have access to private and confidential data maintained by the WVHIN to the extent required for the Vendor to carry out the duties and responsibilities defined in this contract. The Vendor agrees to maintain confidentiality and security of the data made available and shall indemnify and hold harmless the State and the WVHIN against any and all claims brought by any party attributed to actions of breach of confidentiality by the Vendor, subcontractors, or individuals permitted access by the Vendor.