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Header 8

List View

General Information

Contact

Default Values

Discount

Document Information

Clarification Request

Procurement Folder: 1021949

Procurement Type: Central Master Agreement

Vendor ID: 000000111566

Legal Name: MAXIMUS FEDERAL SERVICES INC

Alias/DBA:

Total Bid: \$82,400.00

Response Date: 04/19/2022

Response Time: 10:22

Responded By User ID: MAXFedSvc

First Name: Tere

Last Name: Ramserran

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Phone: 703-251-8500

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Solicitation Description: INDEPENDENT INFORMAL DISPUTE RESOLUTION

Total of Header Attachments: 8

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

State of West Virginia
Solicitation Response

Proc Folder: 1021949
Solicitation Description: INDEPENDENT INFORMAL DISPUTE RESOLUTION PROCESS
Proc Type: Central Master Agreement

| Solicitation Closes | Solicitation Response | Version |
|---------------------|------------------------------|---------|
| 2022-04-19 13:30 | SR 0506 ESR04192200000006476 | 1 |

VENDOR
000000111566
MAXIMUS FEDERAL SERVICES INC

Solicitation Number: CRFQ 0506 FLC2200000001

Total Bid: 82400

Response Date: 2022-04-19

Response Time: 10:22:05

Comments:

FOR INFORMATION CONTACT THE BUYER

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

| | | |
|-------------------------------|--------------|-------------|
| Vendor Signature X | FEIN# | DATE |
|-------------------------------|--------------|-------------|

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

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Ln Total Or Contract Amount |
|------|--|----------|------------|------------|-----------------------------|
| 1 | Informal Dispute Resolution Review Severity LVL 1 LTC | 10.00000 | EA | 375.000000 | 3750.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 80122001 | | | |

Commodity Line Comments:

Extended Description:

Informal Dispute Resolution review for long-term care facilities cited at Severity Level I or potential for no more than minimal harm, as defined by CMS.

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Ln Total Or Contract Amount |
|------|--|----------|------------|------------|-----------------------------|
| 2 | Informal Dispute Resolution Review Severity LVL 2 LTC | 10.00000 | EA | 475.000000 | 4750.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 80122001 | | | |

Commodity Line Comments:

Extended Description:

Informal Dispute Resolution review for long-term care facilities cited at Severity Level II or potential for more than minimal harm, but no actual harm, substandard quality of care, or immediate jeopardy, as defined by CMS.

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Ln Total Or Contract Amount |
|------|--|----------|------------|------------|-----------------------------|
| 3 | Informal Dispute Resolution Review Severity LVL 2 Sub. Care | 10.00000 | EA | 575.000000 | 5750.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 80122001 | | | |

Commodity Line Comments:

Extended Description:

Informal Dispute Resolution review for long-term care facilities cited at Severity Level II with a finding of substandard quality of care, as defined by CMS.

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Ln Total Or Contract Amount |
|------|--|----------|------------|------------|-----------------------------|
| 4 | Informal Dispute Resolution Review Severity LVL 3 LTC | 15.00000 | EA | 675.000000 | 10125.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 80122001 | | | |

Commodity Line Comments:

Extended Description:

Informal Dispute Resolution review for long-term care facilities cited at Severity Level III or actual harm, as defined by CMS .

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Ln Total Or Contract Amount |
|------|---|----------|------------|------------|-----------------------------|
| 5 | Informal Dispute Resolution Review- Immediate Jeopardy | 10.00000 | EA | 775.000000 | 7750.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 80122001 | | | |

Commodity Line Comments:

Extended Description:

Informal Dispute Resolution review for ALL facilities cited as IMMEDIATE JEOPARDY, as defined by CMS or State Regulations for programs regulated by OHFLAC.

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Ln Total Or Contract Amount |
|------|---|----------|------------|------------|-----------------------------|
| 6 | Informal Dispute Resolution Review- Condition LVL Deficiency | 15.00000 | EA | 575.000000 | 8625.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 80122001 | | | |

Commodity Line Comments:

Extended Description:

Informal Dispute Resolution review for a Condition Level Deficiency as defined by CMS. (Not an Immediate Jeopardy)

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Ln Total Or Contract Amount |
|------|---|----------|------------|------------|-----------------------------|
| 7 | Informal Dispute Resolution Review-Not Invoking Penalties | 40.00000 | EA | 425.000000 | 17000.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 80122001 | | | |

Commodity Line Comments:

Extended Description:

Informal Dispute Resolution review for a Standard Level Deficiency as defined by CMS or State Regulations for programs regulated by OHFLAC and not invoking state penalties.

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Ln Total Or Contract Amount |
|------|---|----------|------------|------------|-----------------------------|
| 8 | Informal Dispute Resolution Review-Invoking Penalties | 20.00000 | EA | 570.000000 | 11400.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 80122001 | | | |

Commodity Line Comments:

Extended Description:

Informal Dispute Resolution review for a Standard Level as defined State Regulations for programs regulated by OHFLAC and invoking state penalties

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Ln Total Or Contract Amount |
|------|----------------------------------|----------|------------|------------|-----------------------------|
| 9 | Additional Fee-Telephonic Review | 30.00000 | EA | 275.000000 | 8250.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 80122001 | | | |

Commodity Line Comments:

Extended Description:

Additional fee for telephonic review, versus desk review, per deficiency. Note: All travel costs must be assumed by the requesting facility.

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Ln Total Or Contract Amount |
|------|-------------------------------------|----------|------------|------------|-----------------------------|
| 10 | Additional Fee- Face to Face Review | 10.00000 | EA | 500.000000 | 5000.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 80122001 | | | |

Commodity Line Comments:

Extended Description:

Additional fee for face to face review, versus desk and/or telephone review, per deficiency. Additional fees for face to face will be assumed by requesting facility. The independent Review Organizatin shall enter a separate agreement with the facility. Note: All travel costs must be assumed by the requesting facility.



Independent Informal Dispute Resolution Process

State of West Virginia Centralized Request for Quote
Department of Administration Purchasing Division

Solicitation No. CRFQ 0506 FLC2200000001

April 19, 2022



MAXIMUS Federal

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April 19, 2022

Crystal Hustead
Department of Administration
Purchasing Division
2019 Washington Street, East
Charleston, WV 25305-0130

Re: CRFQ FLC2200000001- Informal Dispute Resolution Process

Dear Ms. Hustead:

Maximus Federal Services, Incorporated (Maximus Federal) is pleased to submit to the Department of Administration (Department) our written response to the CRFQ 506 FLC2200000001- Independent Informal Dispute Resolution (IIDR) Process. We have carefully reviewed the CRFQ and its requirements, understand the work to be performed and assure you that our operations will meet the expectations of the Department.

For this initiative, we propose the services of Maximus Federal. With more than 30 years of experience providing independent dispute resolution and independent review services our approach to dispute resolution, as well as other tasks outlined in the CRFQ, is proven.

As the President for Maximus Federal, I am authorized to submit this response. As such, I certify that all information included and submitted in this response is accurate to the best of my knowledge and belief. Mr. Brian Isaac will serve as the point of contact for any matters pertaining to our response. Mr. Isaac can be reached at the following phone number or email:

Brian Isaac, PMP, CSM
Senior Director, Projects/Programs
Maximus Federal Services, Inc.
Mobile: 585.506.8304
Email: BrianIsaac@maximus.com

Thank you for your consideration of our response to provide IIDR services on behalf of the Department. We invite your careful review of our response and hope you will conclude, as we believe, that a partnership between Maximus Federal and the Department is in the best interests of the State. If you have any questions or require additional information, please feel free to contact me at the number provided above.

Sincerely,



Thomas Naughton
President
Maximus Federal Services

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Forms

West Virginia CRFQ FORM

Instructions to Vendors Submitting Bids

Addendum Acknowledgment Form

Disclosure of Interested Parties to Contracts

Purchasing Affidavit

3. Qualifications

As emphasized through this bid, Maximus Federal Services, Incorporated (Maximus Federal) has successfully implemented complex medical and dispute resolution review programs for more than 70 federal and state agencies, including IIR programs in West Virginia, Maryland, Illinois, Indiana, and Arizona. We are committed to applying our knowledge gleaned from our work as the informal independent dispute resolution (IIR) contractor in those states and our expertise as the largest provider of government sponsored review programs in the United States to support the West Virginia IIR program. Our staff is experts in applying the Affordable Care Act (ACA), Medicare State Operations Manual (SOM), and Medicare and Medicaid IIR rules and regulations. Our overall experience in state and federal government IIR programs sets us far apart from the competition, which will allow us to operate a best-in-class program in collaboration with the Department of Administration (Department).

RFQ Section 3 (3.1-3.5)

Maximus Federal can offer the Department of Health and Human Services, Office of the Inspector General, Office of Health Facility Licensure and Certification (Department) a wealth of IIR and dispute resolution-related experience. We currently support more than 70 state and federal agencies providing dispute resolution and medical claim review services. As noted above we currently provide IIR services for West Virginia, Illinois, Indiana, and Arizona. We have provided IIR services in West Virginia since February of 2012.

Across these programs, we have provided more than 200 IIRs for these programs. Across all our other projects, we have provided more than 8.5 million independent medical review and dispute resolution reviews. Please note many of them involve the application and evaluation of complex federal and state rules, similar to what is required for this program such as 42 CFR §488.331 and §488.431(b) and advanced SOM Guidance 7313.1-7213.1125.

States have turned to Maximus Federal to help with IIR programs because they know that Maximus Federal staff and its expert Quality Reviewers understand Medicare and Medicaid program requirements that pertain to citations imposed on nursing home facilities. This extensive expertise and training, along with the status of Maximus Federal as a truly independent entity without any conflict of interest, allows states to be confident that they have partnered with an entity ideally positioned to provide IIR services.

Whether Maximus Federal is considering a contested survey finding such as "Free of Accident Hazards/Supervision/Devices" at the immediate jeopardy level, or "Infection Control/Prevent Spread/Linens" at the level of more than minimal harm and widespread scope, paramount to our recommendation is the understanding that Center for Medicare & Medicaid (CMS) will ultimately hold the state agency accountable for the legitimacy of the informal dispute resolution process including the accuracy and reliability of conclusions that are drawn with respect to survey findings. As such, Maximus Federal understands the significant trust and responsibility that the state agency places in Maximus Federal to fulfill this important dispute resolution function.

AT A GLANCE

Maximus Federal ...:

- Currently provides IIR for Arizona and Maryland and has experience providing IIR in West Virginia, Illinois, Indiana, and Wisconsin
- Has nurse staff with extensive knowledge in long term care regulations, experience working as surveyors for state and federal agencies, and intimately familiar with 42 CFR §488.331 and §488.431(b)
- Only truly independent and conflict free contractor by only providing dispute resolution services to federal and state agencies

Company History

Maximus Federal is a wholly owned subsidiary of Maximus, Incorporated (Maximus). Maximus Federal was incorporated in 2005. Maximus Federal specializes in serving state and federal clients ranging from the CMS to the West Virginia Department of Administration. Our largest practice area and core competency is in independent dispute resolution and quality assurance.

Maximus is a publicly owned company with revenues of more than 2.9 billion per year, more than 34,000 employees, and project services provided in every state, with international work in countries such as Canada, Australia, the United Kingdom, Saudi Arabia, and Singapore.

As detailed in our proposal, Maximus Federal brings unmatched experience and success in providing services to government health and human service agencies. As noted above, we have experience providing IIDR services for five states. We also provide independent medical review services to more than 70 state and federal regulatory agencies and serve as the CMS Qualified Independent Contractor (QIC) projects for Parts A, B DME, and C, and the Department of Veterans Administration (VA).

Since 1989, we have completed more than 8.5 million independent claims reviews addressing the full spectrum of health care including dispute resolution, torts, medical malpractice, mental and behavioral health, pharmaceuticals, coverage and benefit denials, medical necessity, experimental/investigational therapies, and provider coding and reimbursement disputes. We accomplish this work with an exceptionally talented staff that includes 5 full time Medical Directors, 5 full time equivalent on-site administrative physicians, more than 50 health care attorneys, advance practice nurses, pharmacists, medical coders, and like professionals. In addition, we maintain a fully credentialed independent panel of more than 1,300 physicians, including psychiatrists, who represent every specialty recognized by the American Board of Medical Specialties (ABMS).

Company Location

Maximus Federal's corporate location is provided below:

Maximus Federal Services, Inc.
1891 Metro Center Drive
Reston, Virginia 20190

3.1 Accreditation by Utilization Review Accreditation Commission

RFQ Section 3.1

We have obtained full accreditation from URAC as an independent review organization. URAC accreditation is the only nationally recognized independent review organization (IRO) accreditation program. We have been accredited by URAC since accreditation became available in 2000 and have received full re-accreditation with no areas for improvement noted ten times. We are accredited through May 2023 as an external IRO (E-IRO). As an E-IRO, we are only allowed to provide review related services to government agencies. We do not provide any review services to commercial insurers. As a result, we have the most stringent conflict of interest measures in the review industry.

We are also accredited as a URAC Workers' Compensation Utilization Management (WCUM) entity through April 2023 and a Credentialing Verification Organization (CVO) through March 2024. Please see *Appendix A: URAC Accreditation* for the most recent copy of our URAC certificates.

3.2 Employ at a Minimum One (1) Reviewer

RFQ Section 3.2

Maximus Federal will use existing proven staff, including licensed registered professional nurses or other qualified licensed, registered, and/or certified health care professionals that meet the qualifications listed above and will conduct IIDRs required under the West Virginia IIDR Project. For purposes of this response, we will refer to these individuals as Quality Reviewers. All our Quality Reviewers to be used under this Project have previous work experience on the IIDR Projects, long-term care and have extensive knowledge and understanding of the long-term care regulations, including 42 CFR Part 488 and ACA Sections 6111(a) and (b), and current standards of professional practice. All our Quality Reviewers, in accordance with our rigorous credentialing program, possess a current valid, unimpaired license, registration, and/or certification in their respective field of practice. A Quality Reviewer will be significantly involved in every review.

A brief overview of our key personnel, their qualifications, and project responsibilities is provided below. Please see *Appendix B: Resumes* for resumes of all named key personnel and *Appendix C: Licenses* for copies of their current valid, unimpaired license, registration, and/or certification in their fields of practice.

Deanna Fye, MSN, RN serves as our **Lead Quality Reviewer** for the West Virginia IIDR Project. Mr. Moore is a litigative nurse expert with significant experience conducting surveys for the Department of Veterans Affairs (VA) and the Centers for Medicare & Medicaid (CMS). In addition to her role with Maximus Federal, Ms. Fye conducts surveys for VA Community Living Centers and conducted nationwide federal surveys in Long Term Care facilities and outpatient mental health clinics for the Ascension Corporation, on behalf of CMS. She also worked with Department of Justice to conduct clinical record reviews for substandard resident care. For the West Virginia IIDR Project, Ms. Fye will ensure that all dispute resolution services are effectively and efficiently delivered.

Cecile Liotard, RN, BS, LNC serves as a **Quality Reviewer** for the West Virginia IIDR Project. Ms. Liotard is Forensic Nurse expert and served as the Upstate Regional Director of Nursing for the Institute of Family Health in Hyde Park, New York. She also served as the Director of Quality Improvement/Infection Control/Clinical Risk Management for the Greater Hudson Valley Family Health Center in Newburgh, New York, and was a Senior Special Investigator for the New York State Office of Attorney General.

Tammy Trout, RN serves as a **Quality Reviewer** for the West Virginia IIDR Project. Ms. Trout provides similar services for our other IIDR clients and have more than 10 years of clinical experience, including Minimum Data Set (MDS) assessments of acute patients and medication administration.

Our Quality Reviewers, over the course of their careers, have completed thousands of dispute resolutions. As such, both individuals are familiar with 42 CFR §488.43, et al. Based on the foregoing, the Maximus Federal staff dedicated to this Project has an expert understanding of Medicare and Medicaid program requirements including, but not limited to:

- 42 CFR Part 483, Subpart B, and Part 488, Subparts A, E, and F
- The State Operations Manual (SOM), including:
 - Chapter 2, Section 2700
 - Chapter 3, Section 3300
 - Chapter 5
 - Chapter 7, Definitions, Section 7212 and Section 7900

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- Appendix P, Appendix PP, Appendix Q
- Principles of Documentation for the CMS 2567 (SOM Exhibit 7A)
- Applicable health care, health care management, or life safety code knowledge and experience

With our experience and proven resources in place, we are able to provide the Department with a low risk and cost-effective solution. We are ready to begin this important work immediately.

Maximus Federal also offers the Department a robust management team that will oversee daily contract operations, implementation, and quality. We include a brief description of each of our management team members and their qualifications for and roles on the Project in the following section.

Brian Isaac BA, PMP will serve as the **Project Director** for the Project. Mr. Isaac provides management, contract negotiations, compliance, and project quality assurance to ensure consistent application of all laws, regulations, policies, and procedures pertinent to the West Virginia IIDR Project.

Lisa Maguire, Esquire serves as our **Project Manager** for this Project. Ms. Maguire ensures that all services are effectively and efficiently delivered and is responsible for oversight of our Quality Reviewers for the West Virginia IIDR Project. Specifically, she will oversee all conflict-of-interest screening for reviewers and staff; management of the IIDR process, review of Quality Reviewers' determinations; and preparation of the final notice. Ms. Maguire has more than 25 years of professional management experience and is currently serving as the Maximus Federal Project Manager for a portfolio of more than 20 federal and state external review engagements.

Kevin Payne, DO, MPH serves as our **Medical Director** for the Project. As the Medical Director, Dr. Payne will be responsible for the quality assurance of the operations of the West Virginia IIDR Project and has an active role in quality management of the Project. In addition, Dr. Payne is actively involved in the recruitment, credentialing, and training of new Quality Reviewers. He assists in the selection of Quality Reviewers for the expert medical review part of the process, is responsible for completing all internal quality assurance processes, and reviews all reviewer determinations, and final determination documents.

Suzanne Tran, BS, MBA, PMP serves as the **Professional Servicers Group Director**. As such, she assists with Quality Reviewer recruitment, credentialing, and training programs. Ms. Tran manages a staff of Credentialing Coordinators who recruit and verify credentials for members of our consultant panel. The Department maintains all credential files, enforces confidentiality requirements, and supports on-call Quality Reviewers to answer questions and resolve problems. She assists with the timely assignment and completion of all independent reviews. Ms. Tran brings more than thirteen years of professional project management experience and served as Director of Federal Appeals for Maximus Federal for more than 3 years.

Russel Dickinson, MEd CPHQ serves as the **Quality Assurance Director**. Mr. Dickinson has over twenty-seven years of progressive experience in quality management, quality improvement, quality assurance, and accreditation and is responsible for identifying areas in which Maximus lacks effective Quality Assurance Standards. He works with Maximus management to oversee, monitor, and improve the quality of services provided in all business lines and effectively organizes and participates in our Quality Assurance Committee. He also assists in the design and implementation of effective Quality Assurance Standards that will identify specific issues that require corrective action, as well as Quality Assurance Audits that will provide independent verification of performance improvement reports.

Organizational Chart

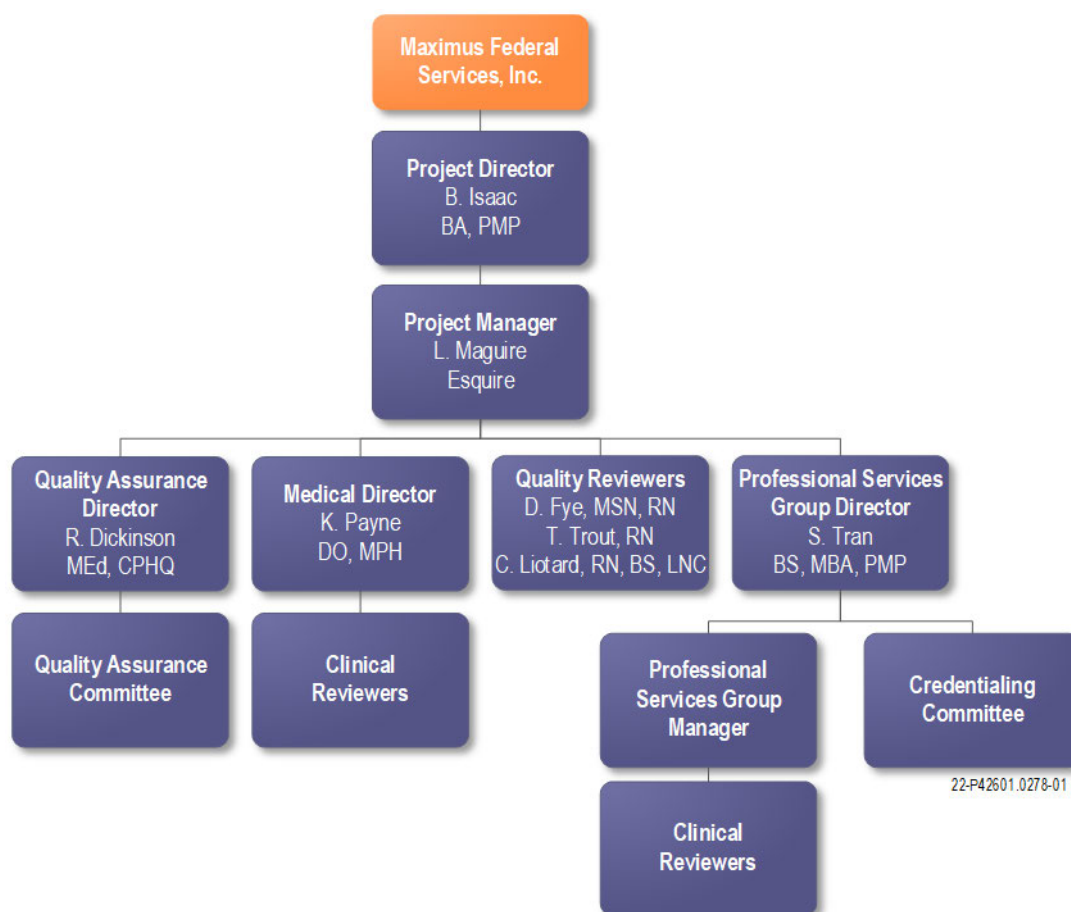


Exhibit 3.2-1: West Virginia IIDR Project Organization Chart. This organizational chart depicts the key Maximus Federal personnel and positions that will manage the West Virginia IIDR Project.

3.2.1 Proof of Current Valid, Unimpaired License, Registration, and/or Certification in their Field of Practice

Please see *Appendix C: Licenses* for proof of our staff member's current, valid, unimpaired license/certification in their respective field/practice. We understand and will comply with the requirement that a licensed, registered, and/or certified health professional must be significantly involved in every review.

3.2.2 Health Professional Must be Significantly Involved in Every Review

Please see *Appendix C: Licenses* for proof of our staff member's current, valid, unimpaired license/certification in their respective field/practice. We understand and will comply with the requirement that a licensed, registered, and/or certified health professional must be significantly involved in every review.

3.3 Demonstrate Extensive Knowledge and Understanding of Regulations

RFQ Section 3.3

Please see *Appendix B: Resumes* for a detailed overview of the qualifications and experience of our Quality Reviewers and evidence that our proposed staff has worked as a surveyor of health care facilities or for a state or federal survey agency for at least five years.

3.4 Utilizing Individuals Formerly Employed by OHFLAC as Reviewers

RFQ Section 3.4

Conflict of Interest

This does not apply to Maximus Federal. We do not utilize former employees of the Office of Health Facility Licensure and Certification (OHFLAC). However, if in the future we hire a former OHFLAC employer, we will comply with this requirement.

3.5 Standard Professional Liability Insurance

RFQ Section 3.5

Please see *Appendix D: Proof of Insurance* for proof of our current standard professional liability insurance.

4. Mandatory Requirements

RFQ Section 4 (4.1 A-H)

Below, we address the mandatory contract services requirements and deliverables outlined in the request for quote (RFQ).

4.1 Contract Services for the Independent Informal Dispute Resolution Process

In the sections that follow, we briefly address the required contract services for the West Virginia IIDR process.

4.1.1 Within Ten (10) Working Days of Receipt of the Written Request for the Independent Informal Dispute Resolution Process Made by a Facility

RFQ Section 4.1.A

Within 10 working days of receipt of the written request by the facility for the IIDR process made, Maximus will hold an IIDR conference unless additional time is requested by the facility. Prior to the conference, the facility may submit additional information. If the review involves a resident of a nursing home, we will ensure notification of the opportunity to submit comments prior to the completion of the process from the involved resident(s) or appropriate resident representative(s) and the State's long term care ombudsman.

4.1.2 Civil Money Penalty Imposed by CMS

RFQ Section 4.1.B

We understand that if the review is for a federal IIDR, due to a Civil Money Penalty imposed by CMS, we will ensure notification of any involved resident or resident representative. We will also notify the State's long term care ombudsman, to provide an opportunity for written comments. This requirement will be incorporated into our West Virginia IIDR Training Program.

4.1.3 Parties Shall Appear *Pro Se*

RFQ Section 4.1.C

We understand that due to the informal nature of the dispute resolution conference that parties will appear *pro se* or without lawyers.

4.1.4 Manner in Which the Independent Informal Dispute Resolution Conference is Held

RFQ Section 4.1.D

We understand that the manner of IIDR conference will be held at the discretion of the facility, but is limited to the following:

- A desk review of written information submitted by the facility
- A telephonic conference
- Face-to-face conference held at the facility or a mutually agreed upon location. If a face-to-face conference is selected, the facility is responsible for any additional charges and/or fees related to this request, including all travel expenses

4.1.5 Telephonic, Video, Or Face-To-Face Conference

RFQ Section 4.1.E

We understand that if a telephonic, video, or face-to-face conference is held the Director and/or his or her designee will be notified of the conference date and time to facilitate their attendance in the conference.

4.1.6 Additional Information, Clarification, or Discussion after Conclusion of the Independent Informal Dispute Resolution Conference

RFQ Section 4.1.F

If we determine we need additional information, clarification, or discussion after conclusion of the IIDR conference, our Quality Reviewer assigned to the IIDR will request this information from the Director and the facility in the most secure and expeditious manner possible.

4.1.7 Provide and Make a Determination Based Upon the Facts and Findings

RFQ Section 4.1.G

Our Quality Reviewers will render a determination within 10 calendar days of the IIDR conference. Each determination will be based upon the facts and findings presented. Our

Quality Reviewers will provide their written decision containing the rationale for their determination to the facility and the Director. Each determination will include the following:

- Each deficiency or survey finding being disputed
- A summary of the recommendation for each deficiency or finding and the rationale for that result
- The documents submitted by the facility to dispute a deficiency, to demonstrate that a deficiency should not have been cited, or to demonstrate a deficient practice should not have been cited as immediate jeopardy
- Any comments submitted by the residents or their representatives and the Ombudsman, if applicable

We understand that the State Operations Manual provided by CMS states that the IIDR process cannot be used to challenge the severity assessment of a deficiency at the level that constitutes substandard quality of care or immediate jeopardy. This requirement will be incorporated into our West Virginia IIDR Training Program.

4.1.8 Quarterly Reports

RFQ Section 4.1.H

We agree to provide quarterly reports to the Director. At a minimum these reports will include the following:

- The number of facilities for which an IIDR process was requested
- The number of state licensure and/or federal Medicare I Medicaid certification deficiencies that were individually reviewed for each facility requesting an informal dispute resolution process
- The results of each review

We will use Salesforce, an off-the-shelf case management and reporting tool that will be specifically adapted to all West Virginia IIDR requirements. Salesforce is built on a GovCloud based extensible solution for state-of-the-art data analysis and reporting tools for cases analysis, tracking, notice generation, increased transparency, and risk management reporting. The solution leverages the Salesforce community for external parties to submit case documentation and for staff and Quality Reviewers to process, evaluate and derive a decision based on a complex set of guidance, rules, and regulations. Salesforce service cloud equips staff and reviewers to process external reviews, gather artifacts from stakeholders, and render a recommendation. It also allows for notice generation and emailing (via encryption) documents related to the decision.

4.1.9 Additional Costs Associated with a Face-to-Face Conference

RFQ Section 4.1.I

As noted above, we understand that any additional costs associated with a face-to-face conference are the responsibility of the facility. The facility will have to enter into a separate agreement with Maximus to cover any additional costs associated with a face-to-face conference, including any travel fees for the facility and/or Maximus Federal.

4.1.10 OHFLAC's Duties and Responsibilities

RFQ Section 4.1.J(1-5)

We have reviewed and understand OHFLAC's duties and responsibilities related to the operation of this contract.

5. Contract Award

RFQ Section 5

Pricing Page

Maximus Federal has completed the Pricing Page in its entirety.

6. Performance

RFQ Section 6

We understand that Maximus Federal and the Department will agree upon a schedule for performance of contract services and contract services deliverables (unless the Department already includes such a schedule). If this contract is designated as an open-end contract, we agree to perform in accordance with the release orders issued against this contract.

7. Payment

RFQ Section 7

We understand that the Department will pay a lump sum per deficiency per the RFQ Pricing Page for all Contract Services performed and accepted under this contract. A single request for review may include one or more deficiencies of each type. We will accept payment in accordance with the payment procedures of the State of West Virginia. Each Maximus Federal invoice will clearly itemize those bid items being charged.

8. Travel

RFQ Section 8

We understand that we will be responsible for all mileage and travel costs, including travel time, lodging, meals, and other related costs associated with the performance of this contract. We also understand that any anticipated mileage or travel costs may be included in the lump sum fee listed in our bid. We understand that these costs will not be paid separately by the Agency.

9. Facilities Access

RFQ Section 9 (9.1-9.5)

9.

In the event that access cards and/or keys are required for contract performance, Maximus Federal will abide by the requirements outlined in RFQ Sections 9.0 – 9.5.

10. Vendor Default

RFQ Section 10

We understand that the occurrences listed in RFQ Sections 10.1 to 10.1.4 will be considered a vendor default under the contract. The following remedies will be available to the Department if a default occurs:

- Cancellation of the contract
- Any other remedies available in law or equity

11. Miscellaneous

RFQ Section 11

Contract Manager: Brian Isaac, PMP, CSM

Telephone Number: 585.506.8304

Fax Number: 585.425.5296

Email Address: BrianIsaac@maximus.com

APPENDIX A:
URAC CERTIFICATES



CERTIFICATE OF AWARD

in recognition of

MAXIMUS Federal Services, Inc.
3750 Monroe Avenue, Suite 700
Pittsford, New York 14534

for compliance with

Independent Review Organization: External Review, 5.1 Accreditation
Program

is awarded

Full Accreditation

Effective from June 01, 2020 through June 01, 2023

Shawn Griffin, M.D.
President & Chief Executive Officer

Certificate Number: IRE006934 - 113973



ACCREDITED

URAC accreditation is assigned to the organization and address named in this certificate and is not transferable to subcontractors or other affiliated entities not accredited by URAC.

URAC accreditation is subject to the representations contained in the organization's application for accreditation. URAC must be advised of any changes made after the granting of accreditation. Failure to report changes can affect accreditation status.

This certificate is the property of URAC and shall be returned upon request.



CERTIFICATE OF AWARD

in recognition of

MAXIMUS Federal Services, Inc.
3750 Monroe Avenue, Suite 700
Pittsford, New York 14534

for compliance with

**Workers' Compensation Utilization Management, 7.4 Accreditation
Program**

is awarded

Full Accreditation

Effective from May 01, 2020 through May 01, 2023

Shawn Griffin, M.D.
President & Chief Executive Officer

Certificate Number: WUM006935 - 113976



ACCREDITED

URAC accreditation is assigned to the organization and address named in this certificate and is not transferable to subcontractors or other affiliated entities not accredited by URAC.

URAC accreditation is subject to the representations contained in the organization's application for accreditation. URAC must be advised of any changes made after the granting of accreditation. Failure to report changes can affect accreditation status.

This certificate is the property of URAC and shall be returned upon request.



CERTIFICATE OF AWARD

in recognition of

MAXIMUS Federal Services, Inc.
3750 Monroe Avenue, Suite 700
Pittsford, New York 14534

for compliance with

Credentials Verification Organization, 4.1 Accreditation Program

is awarded

Full Accreditation

Effective from April 01, 2021 through April 01, 2024

Shawn Griffin, M.D.
President & Chief Executive Officer

Certificate Number: CVO007566 - 118231



ACCREDITED

URAC accreditation is assigned to the organization and address named in this certificate and is not transferable to subcontractors or other affiliated entities not accredited by URAC.

URAC accreditation is subject to the representations contained in the organization's application for accreditation. URAC must be advised of any changes made after the granting of accreditation. Failure to report changes can affect accreditation status.

This certificate is the property of URAC and shall be returned upon request.

APPENDIX B:

RESUMES

DEANNA FYE, MSN, RN***Professional Reviewer*****Qualifications**

- Currently serves as a Professional Reviewer for the following Maximus projects: Maryland IIDR project, and Arizona IIDR project
- 18 years of experience conducting federal surveys for long term care facilities
- Extensive experience as a litigative nurse consultant for the U.S. Department of Justice and in conducting surveys in Federal Veterans Affairs (VA) Community Living Centers.

Experience**Guest Facility** **2015 – Present**

Gannon, University, Department of Nursing, Erie, Pennsylvania

Litigative Nurse Consultant **2014 – 2016**

U.S. Department of Justice, Civil Division – Fraud Section, Washington, DC

- Conducted clinical record review to detect substandard resident care

Deanna Fye Healthcare Consulting, Inc. **2010 – Present**

Client: Long Term Care Institute, Inc., Madison Wisconsin

- Department of Veterans Affairs – Conduct surveys for VA Federal community living centers
- OIG Corporate Integrity Agreement Contract – Federal monitor for compliance with corporate integrity agreements with specific entities engaged with the Extendicare corporation, located in various states

Adjunct Nursing Educator **2008 – 2010**

Mercyhurst College Northeast Campus, Northeast, Pennsylvania

- Provided part-time lecture, laboratory, and clinical instruction for the Part-time RN program.
- Professional Preceptor for the BSN Completion Program

Center Manager/Director, LIFE-NWPA **2009 – 2009**

Erie, Pennsylvania

- Provided management and direction for the new PACE (Program for All-inclusive Care for the Elderly) in northwestern Pennsylvania

Project Manager/Federal Surveyor, Ascellon Corporation Inc., **2004 – 2008**

Baltimore, Maryland

- Conducted nationwide Federal surveys in long term care facilities and outpatient mental health clinics for the Centers for Medicare and Medicaid Services (CMS)
- Functioned as team leader and interim project manager for an interdisciplinary team charged with conducting health care reviews for nursing homes throughout the United States

**Nursing Leadership, Saint Vincent Health Center
Erie, Pennsylvania****1989 – 2003**

- Functioned as the Administrative Director for multiple in-patient acute care nursing care units, outpatient procedure units, and a hospital-based skilled nursing facility

**Registered Nurse
Saint Vincent Health Center, Erie, Pennsylvania****1986 – 1989**

- Provided care for critically ill medical, surgical, and trauma patients as a staff nurse and off-shift nursing supervisor for a 480-bed regional trauma center

Education

- Master of Science in Nursing (MSN), Canyon College, Caldwell, Idaho, 2006
- Bachelor of Science in Nursing (BSN), Gannon University, Erie, Pennsylvania, 1991

Professional Affiliations

- Member, Sigma Theta Tau National Honor Society 1986

CECILE LIOTARD, RN, BS, LNC

Nurse Reviewer

Qualifications

- Registered Nurse with more than 30 years of professional experience in a variety of clinical settings
- Background in criminal justice and Special Investigator of Abuse and Neglect cases in nursing homes

Experience

Forensic RN Consulting, RN Consultant, Wappingers Falls, New York **2013 – Present**

- Forensic Nurse Consultant and owner

Maximus Federal Services, Nurse Consultant, Pittsford, New York **2022 – Present**

- Nurse Consultant for State East Medical Review portfolio

Med Scribe, Nurse Consultant, Fairport, New York **2021 – 2022**

- Review and decide on health plan appeal

CareMount Medical, Patient Care Manager, Fishkill, New York **2020 – 2021**

- Managed three Procedure Suites and Gastroenterology and OB/GYN Departments at three different locations
- Incident investigations and patient complaints
- AAAASF Surveys and Chart Reviews

The Institute for Family Health, Regional Director of Nursing, Hyde Park, New York **2015 – 2020**

- Registered Nurse (Kingston Family Practice)
- Nurse Manager (Hyde Park Family Practice)
- Prior Authorizations
- Medication Administration
- Nursing Supervision
- Electronic Medical Record use
- Quality Improvement and Risk Management

Greater Hudson Valley Family Health Center, Director of Quality Newburgh, New York **2012 – 2015**

- Director of Quality Improvement/Infection Control / Clinical Risk Management
- Developed an Infection Control program that passed Joint Commission Accreditation
- Established an Employee Illness Program
- QARR/HEDIS Chart reviews
- Child Abuse Investigation
- Diffused verbal/physical altercations
- Established the Caring Hearts Project

| | |
|---|--------------------|
| St Francis Hospital, Registered Nurse, Poughkeepsie, New York | 2011 – 2012 |
| ■ Charge Nurse in a locked Mental Health unit | |
| Atria on the Hudson, Resident Services Director, Ossining, New York | 2011 – 2011 |
| ■ Staff supervision and responsible for the oversight of the Wellness Dept. | |
| ARC of Rockland, Special Investigator, Congers, New York | 2008 – 2011 |
| ■ Abuse and Neglect Investigations | |
| ■ Administrative Investigations | |
| Weiser LLP, Forensic Nurse Consultant, Tarrytown, New York | 2006 – 2008 |
| ■ Manager of the Healthcare Service Group | |
| ■ Medicaid Fraud Investigations | |
| ■ Risk Management | |
| New York State Office of the Attorney General Senior Special Investigator, Pearl River, New York | 2000 – 2006 |
| ■ Criminal and Civil Investigations | |
| ■ Abuse and Neglect cases in Nursing Homes | |
| ■ Medicaid Provider Fraud Investigations | |
| ■ Pharmaceutical investigations | |
| ■ Review and analysis of medical records | |
| ■ Review and analysis of Medicaid claims data | |
| ■ Interview medical professionals | |
| ■ Court testimony | |
| ■ Advisor for hiring Nurse Investigators | |
| ■ Received the Superior Service Award | |
| ■ Speaker at NAMFCU Patient Abuse Conference | |
| ■ Medicaid Fraud Instructor | |
| St. Teresa's Nursing Home, Nursing Supervisor, Middletown, New York | 1997 – 2000 |
| ■ Nursing Supervisor/ Director of Admissions / Discharges and Director of Nursing | |
| ■ Supervised more than 50 Nurses and CNAs | |
| ■ Medical oversight of 98 patients | |
| ■ Certified PRI assessor | |
| ■ Patient admissions and discharges | |
| ■ Developed a medication formulary | |
| ■ Chairperson of Quality Improvement Committee | |
| ■ Risk Management | |
| ■ Created and implemented policies and procedures | |
| Community Resource Center, Nursing Supervisor, Liberty, New York | 1995 – 1997 |
| ■ Coordinated medical care of 100 MR/DD adults | |
| ■ Ran both residential and Intermediate Care Facility (ICF) programs | |
| ■ Internal investigations | |

Mercy Community Hospital, Registered Nurse, Port Jervis, New York 1995-1997

- Registered Nurse in Medical Surgical Unit, Clinic, and Operating Room

Fallsburg Police Department, Police Officer, South Fallsburg, New York 1988 – 1995

- On Date Rape Panel at Suffolk County Community College (SCCC)
- Testified as Expert Witness on Child Abuse case
- Criminal Investigations incl. Rape and Child Abuse
- Processed Crime Scenes

Education

- John Jay College of Criminal Justice, Police Science, New York, NY 1978
- Rockland County Police Academy, NYS, Certified Police Officer, 1988
- Orange County Community College, A.A.S. Nursing, Middletown, NY 1994
- Southern New Hampshire University, B.S. in Health Sciences, 2021

Certifications

- NYS Registered Professional Nurse
- NYS Certified Police Officer
- Sexual Assault Forensic Examiner
- Certified Specialist in Legal Nurse Consulting
- Basic Life Support

TAMMY TROUT, RN

Professional Reviewer

Qualifications

- More than 10 years of clinical experience in several areas including Minimum Data Set (MDS) assessments, head to toe assessments of acute patients, medication administration, patient teaching, assisting patients to perform activities of daily living, and medical documentation standards
- Supports Maximus on several state government projects where providers can challenge state issued citations through an IDR/IIDR process
- Registered Nurse with more than eleven years of experience in various clinical settings

Experience

| | |
|---|-----------------------|
| Infusion Nurse | 2019 – Present |
| Coram Specialties at CVS Health at AETNA | |
| ADON, Signature Health at Brookwood Gardens | 2018 – 2019 |
| RN | 2016 – 2018 |
| Medical Staffing Network, Many Facilities and Specialties | |
| RN, Charge Nurse | 2015 – 2016 |
| Highlands at Brighton, University of Rochester | |
| RN | 2014 – 2015 |
| Lifetime Assistance Inc., Site Nurse for Developmentally Disabled Adults | |
| RN, Proxy Clinical Coordinator | 2013 – 2014 |
| St. Ann's Community Transitional Care Center, Cardiac Rehabilitation | |
| RN, Nurse Manager | 2013 – 2013 |
| Brightonian Nursing Home | |
| RN | 2011 – 2012 |
| Rochester General Health System, Newark-Wayne Community Hospital | |
| LPN, Bedside and Medication Nurse | 2010 – 2011 |
| F.F. Thompson Hospital Continuing Care Center, Bedside and Medication Nurse | |
| LPN, Bedside and Medication Nurse | 2009 – 2010 |
| Finger Lakes Health Living Center, South 1, Transitional Care Program | |

Education

- B.A. Psychology, George Mason University, Fairfax, Virginia (Emphasis in Industrial-Organizational Management and Political Science)
- PMP Certified, ITIL Foundation Certified, PM Methodology, VA Polytechnic University (2003), CSM (Scrum master)

Professional Affiliations

- Member, National Federation of Licensed Professional Nurses (NFLPN),
Membership # [REDACTED]

APPENDIX C:

LICENSES



Office of the Professions

Verification Searches

The information furnished at this web site is from the Office of Professions' official database and is updated daily, Monday through Friday. The Office of Professions considers this information to be a secure, primary source for license verification.

License Information *

04/13/2022

Name : LIOTARD CECILE M

Address : WAPPINGERS FALLS NY

Profession : REGISTERED PROFESSIONAL NURSING

License No: [REDACTED]

Date of Licensure : 09/27/1994

Additional Qualification :

Status : REGISTERED

Registered through last day of : 06/24

* Use of this online verification service signifies that you have read and agree to the [terms and conditions of use](#). See [HELP glossary](#) for further explanations of terms used on this page.

- Use your browser's back key to return to licensee list.
- You may [search](#) to see if there has been recent disciplinary action against this licensee.
- Note: The Board of Regents does not discipline *physicians(medicine)*, *physician assistants*, or *specialist assistants*. The status of individuals in these professions may be impacted by information provided by the NYS Department of Health. To search for the latest discipline actions against individuals in these professions, please check the New York State Department of Health's [Office of Professional Medical Conduct](#) homepage.



Department of Health

Professional Misconduct and Physician Discipline



Search

Physician Records

Search for of the following criteria.
(All uses AND to separate criteria, Any uses OR.)

| | |
|------------------------------------|---|
| Physician Last Name: | <input type="text" value="liotard"/> |
| Physician First Name: | <input type="text" value="cecile"/> |
| Physician Middle Name: | <input type="text"/> |
| License Number: | <input type="text"/> (e.g. 012345 - 6 Characters Including Leading Zeroes) |
| License Type: | <input type="text"/> |
| Effective Date: | From: <input type="text"/> (i.e. mm/dd/yyyy) To: <input type="text"/> (i.e. mm/dd/yyyy) |
| Date Updated: | From: <input type="text"/> (i.e. mm/dd/yyyy) To: <input type="text"/> (i.e. mm/dd/yyyy) |
| Search Options | <input type="button" value="Search"/> |
| Limit number of results to: | <input type="text" value="0"/> (zero means no limit) |

Wild Cards

Advanced searching tips

Feel free to use wild cards in either of these fields. A "?" represents exactly one character, while "*" represents any number of characters - including none. For example, A?r can represent Air or Aer. A*r will also return Air and Aer, but will also give you Adler, Alexander, and At.

You can also combine both types of wild cards, increasing the flexibility of your search. A?t*I can mean Actual, Artoll, and Actuarial, but *not* Atoll.

[Return to Welcome Page](#)

[Return to Professional Misconduct and Professional Discipline](#)[Send questions or comments to: opmc@health.ny.gov](mailto:opmc@health.ny.gov)

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No Results were found for

liotard , cecile

 **If no results are found, this individual or entity (if it is an entity search) is not currently excluded. Print this Web page for your documentation**

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Search conducted 4/13/2022 3:20:31 PM EST on OIG LEIE Exclusions database.
Source data updated on 4/8/2022 9:00:00 AM EST

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Steven Metzler 4/13/2022

Welcome to the Pennsylvania Licensing System Verification service.By using this service you are able to search for license information on individuals and businesses regulated by the Bureau of Professional and Occupational Affairs.This site is considered a primary source for verification of license credentials provided by the Pennsylvania Department of State.

Back to Search

| License Information | | | |
|--|------------------|------------------------|------------|
| DEANNA G FYE ERIE, Pennsylvania 16506 | | | |
| Profession: | Nursing | Status Effective Date: | |
| LicenseType: | Registered Nurse | Issue Date: | 8/29/1986 |
| Specialty Type: | | Expiration Date: | 10/31/2023 |

License Number:

Last Renewal:

10/6/2021

Status:

Active

License CSR Information

Show **10** entries

Search:

Drug Schedule

Status

No data available in table

Showing 0 to 0 of 0 entries

Previous

Next

Disciplinary Action Details

No disciplinary actions were found for this license.

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FloridaHEALTH

Department of Health

FLHealthSource.gov

Public Data Portal

Search Home

Site Help

License Verification

Printer Friendly Version

TAMMY LYNN TROUT

License Number: [REDACTED]

Data As Of 7/7/2021

License Information

Secondary Locations

Discipline/Admin Action

Profession

License

License Status

Qualifications

License Expiration Date

License Original Issue Date

Address of Record

Discipline on File

Public Complaint

Registered Nurse

[REDACTED]

CLEAR/ACTIVE

Single-state License

4/30/2023

06/22/2017

[REDACTED]

No

No

Back

For instructions on how to request a license certification of your Florida license to be sent to another state from the Florida Department of Health, please visit the [License Certifications web page](#).

Primary Source Verified

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3:51 PM
7/7/2021

License Verification

Printer Friendly Version

TAMMY LYNN TROUT

License Number:

Data As Of 7/7/2021

License
Information

Secondary
Locations

Discipline/Admin
Action

Emergency Actions

No Emergency Actions Found

Discipline Cases

No Discipline Found

Public Complaints

No Public Complaint Found

If a link does not appear for the case number, we do not have a scanned copy of the final order available in our database. To obtain a paper copy, please contact Public Records by clicking the link below:

[Discipline Public Records Request](#)

You may also contact Public Records by telephone at (850) 245-4252, option 4 or by written correspondence at:
Division of Medical Quality Assurance
Public Records
4052 Bald Cypress Way, Bin C01
Tallahassee, FL 32399-3251

Please include the following:

1. Full name and license number of the practitioner;
2. Name and address where documents are to be sent; and
3. If you require certification of the documents, a \$25 fee will be charged, in addition to the duplicating charges. Certification of the requested records will not be done unless specifically requested. An invoice will be sent to you and payment will be expected within thirty days. Upon receipt of payment, material will be sent to you.

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For instructions on how to request a license certification of your Florida license to be sent to another state from the Florida Department of Health, please visit the [License Certifications web page](#).




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Exclusions Search Results: Individuals


No Results were found for
trout , tammy

If no results are found, this individual or entity (if it is an entity search) is not currently excluded. Print this Web page for your documentation

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Integrity * Credibility * Impact

Steven Metzler
7/7/2021

APPENDIX D:
PROOF OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
04/18/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| PRODUCER Aon Risk Services, Inc. of Washington, D.C. Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA | CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105 E-MAIL ADDRESS: | | | | | | | | | | | | | | |
|---|---|-------------------------------|--------|-----------------------------------|-------|-----------------------------------|-------|--------------------------------------|-------|--|-------|------------|--|------------|--|
| INSURED Maximus Federal Services, Inc. 1600 Tysons Boulevard, Suite 1400 McLean VA 22102 USA | <table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Zurich American Ins Co</td><td>16535</td></tr><tr><td>INSURER B: American Zurich Ins Co</td><td>40142</td></tr><tr><td>INSURER C: XL Specialty Insurance Co</td><td>37885</td></tr><tr><td>INSURER D: AIG Specialty Insurance Company</td><td>26883</td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table> | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A: Zurich American Ins Co | 16535 | INSURER B: American Zurich Ins Co | 40142 | INSURER C: XL Specialty Insurance Co | 37885 | INSURER D: AIG Specialty Insurance Company | 26883 | INSURER E: | | INSURER F: | |
| INSURER(S) AFFORDING COVERAGE | NAIC # | | | | | | | | | | | | | | |
| INSURER A: Zurich American Ins Co | 16535 | | | | | | | | | | | | | | |
| INSURER B: American Zurich Ins Co | 40142 | | | | | | | | | | | | | | |
| INSURER C: XL Specialty Insurance Co | 37885 | | | | | | | | | | | | | | |
| INSURER D: AIG Specialty Insurance Company | 26883 | | | | | | | | | | | | | | |
| INSURER E: | | | | | | | | | | | | | | | |
| INSURER F: | | | | | | | | | | | | | | | |

COVERAGES **CERTIFICATE NUMBER:** 570092694680 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | Limits shown as requested | |
|----------|---|-----------|----------|---|-------------------------|-------------------------|--|--------------|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | GL0509621806 | 05/01/2021 | 05/01/2022 | EACH OCCURRENCE | \$2,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$2,000,000 |
| | | | | | | | MED EXP (Any one person) | \$10,000 |
| | | | | | | | PERSONAL & ADV INJURY | \$2,000,000 |
| | | | | | | | GENERAL AGGREGATE | \$4,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG | \$4,000,000 |
| A | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | BAP 5096219 06 | 05/01/2021 | 05/01/2022 | COMBINED SINGLE LIMIT (Ea accident) | \$2,000,000 |
| | | | | | | | BODILY INJURY (Per person) | |
| | | | | | | | BODILY INJURY (Per accident) | |
| | | | | | | | PROPERTY DAMAGE (Per accident) | |
| C | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000 | | | US00075267LI21A | 05/01/2021 | 05/01/2022 | EACH OCCURRENCE | \$10,000,000 |
| | | | | | | | AGGREGATE | \$10,000,000 |
| B | <input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N N | N/A | WC509621606 Deductible \$350,000 WC509621706 Wisconsin | 05/01/2021 | 05/01/2022 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER | |
| A | | | | | 05/01/2021 | 05/01/2022 | E.L. EACH ACCIDENT | \$1,000,000 |
| | | | | | | | E.L. DISEASE-EA EMPLOYEE | \$1,000,000 |
| | | | | | | | E.L. DISEASE-POLICY LIMIT | \$1,000,000 |
| D | <input checked="" type="checkbox"/> E&O-PL-Primary | | | 015653496 Claims Made SIR applies per policy terms & conditions | 08/08/2021 | 08/01/2022 | Aggregate Limit | \$2,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Cyber Liability: Network Interruption, Security and Privacy Liability, and Media Content Liability are included in the E&O policy. A Severability of Interest Clause is included under the General Liability policy. RE: Independent Informal Dispute Resolution Process CRFQ 0506 FLC2200000001. State of West Virginia is included as Additional Insured in accordance with the policy provisions of the General Liability, Automobile Liability, Umbrella Liability and Professional Liability policies. General Liability, Automobile Liability and Umbrella Liability policies evidenced herein are Primary and Non Contributory to other insurance available to an Additional Insured, but only in accordance with the policy's provisions. A waiver of Subrogation is granted in favor of Certificate Holder in accordance with the policy provisions of the General Liability,

| | |
|--|--|
| CERTIFICATE HOLDER WDHHR 408 Leon Sullivan Way Charleston WV 25301 USA | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Inc. of Washington D.C.</i> |
|--|--|

**ADDITIONAL REMARKS SCHEDULE**

Page _ of _

| | | | |
|---|-----------|---|--|
| AGENCY Aon Risk Services, Inc. of Washington, D.C. | | NAMED INSURED Maximus Federal Services, Inc. | |
| POLICY NUMBER See Certificate Numbe 570092694680 | | | |
| CARRIER See Certificate Numbe 570092694680 | NAIC CODE | EFFECTIVE DATE: | |

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

Additional Description of Operations / Locations / Vehicles:

Automobile Liability, Umbrella Liability, Professional Liability and workers' Compensation policies.
See
attached addendum.



AGENCY CUSTOMER ID: 410000000170

LOC #:

ADDITIONAL REMARKS SCHEDULE

Page _ of _

| | | | |
|---|-----------|---|--|
| AGENCY Aon Risk Services, Inc. of Washington, D.C. | | NAMED INSURED Maximus Federal Services, Inc. | |
| POLICY NUMBER See Certificate Numbe 570092694680 | | | |
| CARRIER See Certificate Numbe 570092694680 | NAIC CODE | EFFECTIVE DATE: | |

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

NOC

With respect to the General Liability, Automobile Liability and Workers' Compensation policies:
A. If Zurich should cancel or non-renew this coverage Part (s) by written notice to the first Named Insured for any reason other than nonpayment of premium, Zurich will mail or deliver a copy of such written notice of cancellation or non-renewal. 1. To the name and address corresponding to each person or organization shown in the Schedule; Certificate holders as required by written contract. 2. At least 60 days prior to the effective date of the cancellation or non-renewal, as advised in our notice to the first Named Insured. 3. If Zurich should cancel this Coverage Part (s) by written notice to the first Named Insured for nonpayment of premium, Zurich will mail or deliver a copy of such written notice of cancellation to the name and address for certificate holders where this is required by written contract, at least 10 days prior to the effective date of such cancellation. B. If notice as described in Paragraphs A. or B. of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.



CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
04/18/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

| PRODUCER Aon Risk Services, Inc. of Washington, D.C. Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA | CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105 E-MAIL ADDRESS: PRODUCER CUSTOMER ID#: 410000000170 | | | | | | | | | | | | | | |
|---|---|-------------------------------|--------|-------------------------------------|-------|-----------------------------------|-------|------------|--|------------|--|------------|--|------------|--|
| INSURED Maximus Federal Services, Inc. 1600 Tysons Boulevard, Suite 1400 McLean VA 22102 USA | <table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: XL Insurance America Inc</td><td>24554</td></tr><tr><td>INSURER B: AXIS Insurance Company</td><td>37273</td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table> | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A: XL Insurance America Inc | 24554 | INSURER B: AXIS Insurance Company | 37273 | INSURER C: | | INSURER D: | | INSURER E: | | INSURER F: | |
| INSURER(S) AFFORDING COVERAGE | NAIC # | | | | | | | | | | | | | | |
| INSURER A: XL Insurance America Inc | 24554 | | | | | | | | | | | | | | |
| INSURER B: AXIS Insurance Company | 37273 | | | | | | | | | | | | | | |
| INSURER C: | | | | | | | | | | | | | | | |
| INSURER D: | | | | | | | | | | | | | | | |
| INSURER E: | | | | | | | | | | | | | | | |
| INSURER F: | | | | | | | | | | | | | | | |

Holder Identifier :

COVERAGES: CERTIFICATE NUMBER: 570092694689 REVISION NUMBER:

LOCATION OF PREMISES/ DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
RE: Independent Informal Dispute Resolution Process CRFQ 0506 FLC2200000001.

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YYYY) | POLICY EXPIRATION DATE (MM/DD/YYYY) | COVERED PROPERTY | LIMITS |
|----------|---|---|------------------------------------|-------------------------------------|---|--------------|
| A | <input checked="" type="checkbox"/> PROPERTY | US00078612PR21A | 05/01/2021 | 05/01/2022 | <input type="checkbox"/> BUILDING | |
| | <input type="checkbox"/> CAUSES OF LOSS | | | | <input checked="" type="checkbox"/> PERSONAL PROPERTY | \$5,000,000 |
| | <input type="checkbox"/> BASIC | | | | <input type="checkbox"/> BUSINESS INCOME | |
| | <input type="checkbox"/> BROAD | | | | <input type="checkbox"/> EXTRA EXPENSE | |
| | <input checked="" type="checkbox"/> SPECIAL | | | | <input type="checkbox"/> RENTAL VALUE | |
| | <input type="checkbox"/> EARTHQUAKE | | | | <input type="checkbox"/> BLANKET BUILDING | |
| | <input type="checkbox"/> WIND | | | | <input type="checkbox"/> BLANKET PERS PROP | |
| | <input type="checkbox"/> FLOOD | | | | <input type="checkbox"/> BLANKET BLDG & PP | |
| | <input checked="" type="checkbox"/> Loss Limit Ded | | | | <input checked="" type="checkbox"/> Loss Limit | \$10,000,000 |
| | <input type="checkbox"/> | | | | <input type="checkbox"/> | |
| | <input type="checkbox"/> INLAND MARINE | TYPE OF POLICY | | | | |
| | <input type="checkbox"/> CAUSES OF LOSS | POLICY NUMBER | | | | |
| | <input type="checkbox"/> NAMED PERILS | | | | | |
| | <input type="checkbox"/> | | | | | |
| B | <input checked="" type="checkbox"/> CRIME | P00100064849101 | 08/01/2021 | 08/01/2022 | <input checked="" type="checkbox"/> Employee Dishonesty | \$5,000,000 |
| | TYPE OF POLICY Crime - Primary | SIR applies per policy terms & conditions | | | <input checked="" type="checkbox"/> Deductible | \$500,000 |
| | <input type="checkbox"/> BOILER & MACHINERY / EQUIPMENT BREAKDOWN | | | | | |
| | | | | | | |

CERTIFICATE NUMBER: 570092694689

SPECIAL CONDITIONS / OTHER COVERAGES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

WVDHHR
408 Leon Sullivan Way
Charleston WV 25301 USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Inc. of Washington D.C.



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

State of West Virginia
Centralized Request for Quote
Service - Misc

Proc Folder: 1021949

Doc Description: INDEPENDENT INFORMAL DISPUTE RESOLUTION PROCESS

Reason for Modification:

Proc Type: Central Master Agreement

| Date Issued | Solicitation Closes | Solicitation No | Version |
|-------------|---------------------|-------------------------|---------|
| 2022-03-30 | 2022-04-19 13:30 | CRFQ 0506 FLC2200000001 | 1 |

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code:

Vendor Name : Maximus Federal Services, Inc. (Maximus)

Address :

Street : 1891 Metro Center Drive

City : Reston

State : Virginia

Country : USA

Zip : 20190

Principal Contact : Thomas C. Naughton

Vendor Contact Phone: 703-712-4105

Extension:

FOR INFORMATION CONTACT THE BUYER

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

Vendor
Signature X

FEIN# 20-2998066

DATE April 18, 2022

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

ADDITIONAL INFORMATION

THE STATE OF WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, WEST VIRGINIA DEPARTMENT OF HEALTH AND HUMAN RESOURCES (WVDHHR), OFFICE OF THE INSPECTOR GENERAL (OIG), OFFICE OF HEALTH FACILITY LICENSURE AND CERTIFICATION (OHFLAC), IS SOLICITING BIDS TO OBTAIN AN OPEN-END CONTRACT TO CONDUCT AN INFORMAL DISPUTE RESOLUTION PROCESS PER THE ATTACHED DOCUMENTS.

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

| INVOICE TO | | | SHIP TO | | |
|--|--|--|--|--|--|
| HEALTH AND HUMAN RESOURCES OIG - OHFLAC 408 LEON SULLIVAN WAY CHARLESTON WV US | | | HEALTH AND HUMAN RESOURCES OIG - OHFLAC 408 LEON SULLIVAN WAY CHARLESTON WV US | | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|--|----------|------------|------------|-------------|
| 1 | Informal Dispute Resolution Review Severity LVL 1 LTC | 10.00000 | EA | | |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 80122001 | | | |

Extended Description:

Informal Dispute Resolution review for long-term care facilities cited at Severity Level I or potential for no more than minimal harm, as defined by CMS.

| INVOICE TO | | | SHIP TO | | |
|--|--|--|--|--|--|
| HEALTH AND HUMAN RESOURCES OIG - OHFLAC 408 LEON SULLIVAN WAY CHARLESTON WV US | | | HEALTH AND HUMAN RESOURCES OIG - OHFLAC 408 LEON SULLIVAN WAY CHARLESTON WV US | | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|--|----------|------------|------------|-------------|
| 2 | Informal Dispute Resolution Review Severity LVL 2 LTC | 10.00000 | EA | | |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 80122001 | | | |

Extended Description:

Informal Dispute Resolution review for long-term care facilities cited at Severity Level II or potential for more than minimal harm, but no actual harm, substandard quality of care, or immediate jeopardy, as defined by CMS.

| INVOICE TO | | SHIP TO | |
|--|--|--|--|
| HEALTH AND HUMAN RESOURCES OIG - OHFLAC 408 LEON SULLIVAN WAY CHARLESTON WV US | | HEALTH AND HUMAN RESOURCES OIG - OHFLAC 408 LEON SULLIVAN WAY CHARLESTON WV US | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|---|----------|------------|------------|-------------|
| 3 | Informal Dispute Resolution Review Severity LVL 2 Sub. Care | 10.00000 | EA | | |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 80122001 | | | |

Extended Description:

Informal Dispute Resolution review for long-term care facilities cited at Severity Level II with a finding of substandard quality of care, as defined by CMS.

| INVOICE TO | | SHIP TO | |
|--|--|--|--|
| HEALTH AND HUMAN RESOURCES OIG - OHFLAC 408 LEON SULLIVAN WAY CHARLESTON WV US | | HEALTH AND HUMAN RESOURCES OIG - OHFLAC 408 LEON SULLIVAN WAY CHARLESTON WV US | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|---|----------|------------|------------|-------------|
| 4 | Informal Dispute Resolution Review Severity LVL 3 LTC | 15.00000 | EA | | |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 80122001 | | | |

Extended Description:

Informal Dispute Resolution review for long-term care facilities cited at Severity Level III or actual harm, as defined by CMS .

| INVOICE TO | | SHIP TO | |
|--|--|--|--|
| HEALTH AND HUMAN RESOURCES OIG - OHFLAC 408 LEON SULLIVAN WAY CHARLESTON WV US | | HEALTH AND HUMAN RESOURCES OIG - OHFLAC 408 LEON SULLIVAN WAY CHARLESTON WV US | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|---|----------|------------|------------|-------------|
| 5 | Informal Dispute Resolution Review-Immediate Jeopardy | 10.00000 | EA | | |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 80122001 | | | |

Extended Description:

Informal Dispute Resolution review for ALL facilities cited as IMMEDIATE JEOPARDY, as defined by CMS or State Regulations for programs regulated by OHFLAC.

| INVOICE TO | | SHIP TO | |
|--|--|--|--|
| HEALTH AND HUMAN RESOURCES OIG - OHFLAC 408 LEON SULLIVAN WAY CHARLESTON WV US | | HEALTH AND HUMAN RESOURCES OIG - OHFLAC 408 LEON SULLIVAN WAY CHARLESTON WV US | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|---|----------|------------|------------|-------------|
| 6 | Informal Dispute Resolution Review-Condition LVL Deficiency | 15.00000 | EA | | |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 80122001 | | | |

Extended Description:

Informal Dispute Resolution review for a Condition Level Deficiency as defined by CMS. (Not an Immediate Jeopardy)

| INVOICE TO | | SHIP TO | |
|--|--|--|--|
| HEALTH AND HUMAN RESOURCES OIG - OHFLAC 408 LEON SULLIVAN WAY CHARLESTON WV US | | HEALTH AND HUMAN RESOURCES OIG - OHFLAC 408 LEON SULLIVAN WAY CHARLESTON WV US | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|---|----------|------------|------------|-------------|
| 7 | Informal Dispute Resolution Review-Not Invoking Penalties | 40.00000 | EA | | |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 80122001 | | | |

Extended Description:

Informal Dispute Resolution review for a Standard Level Deficiency as defined by CMS or State Regulations for programs regulated by OHFLAC and not invoking state penalties.

| INVOICE TO | | SHIP TO | |
|--|--|--|--|
| HEALTH AND HUMAN RESOURCES OIG - OHFLAC 408 LEON SULLIVAN WAY CHARLESTON WV US | | HEALTH AND HUMAN RESOURCES OIG - OHFLAC 408 LEON SULLIVAN WAY CHARLESTON WV US | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|---|----------|------------|------------|-------------|
| 8 | Informal Dispute Resolution Review-Invoking Penalties | 20.00000 | EA | | |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 80122001 | | | |

Extended Description:

Informal Dispute Resolution review for a Standard Level as defined State Regulations for programs regulated by OHFLAC and invoking state penalties

| INVOICE TO | | SHIP TO | |
|--|--|--|--|
| HEALTH AND HUMAN RESOURCES OIG - OHFLAC 408 LEON SULLIVAN WAY CHARLESTON WV US | | HEALTH AND HUMAN RESOURCES OIG - OHFLAC 408 LEON SULLIVAN WAY CHARLESTON WV US | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|----------------------------------|----------|------------|------------|-------------|
| 9 | Additional Fee-Telephonic Review | 30.00000 | EA | | |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 80122001 | | | |

Extended Description:

Additional fee for telephonic review, versus desk review, per deficiency. Note: All travel costs must be assumed by the requesting facility.

| INVOICE TO | | SHIP TO | |
|--|--|--|--|
| HEALTH AND HUMAN RESOURCES OIG - OHFLAC 408 LEON SULLIVAN WAY CHARLESTON WV US | | HEALTH AND HUMAN RESOURCES OIG - OHFLAC 408 LEON SULLIVAN WAY CHARLESTON WV US | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|-------------------------------------|----------|------------|------------|-------------|
| 10 | Additional Fee- Face to Face Review | 10.00000 | EA | | |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 80122001 | | | |

Extended Description:

Additional fee for face to face review, versus desk and/or telephone review, per deficiency. Additional fees for face to face will be assumed by requesting facility. The independent Review Organizatin shall enter a separate agreement with the facility. Note: All travel costs must be assumed by the requesting facility.

| SCHEDULE OF EVENTS | | |
|--------------------|--------------------------|------------|
| Line | Event | Event Date |
| 1 | VENDOR QUESTION DEADLINE | 2022-04-06 |

| | | | |
|---------------|----------------|--|-----------|
| | Document Phase | Document Description | Page 7 |
| FLC2200000001 | Final | INDEPENDENT INFORMAL DISPUTE RESOLUTION PROCESS | |

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

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

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

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

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

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

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

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

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

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

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting
Revised 02/08/2022

are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

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

Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: April 6, 2022 at 10:00 AM ET

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

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

6. BID SUBMISSION: All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile.

The bid delivery address is:
Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

SEALED BID:
BUYER: Crystal Hustead
SOLICITATION NO.: CRFQ FLC2200000001
BID OPENING DATE: April 19, 2022
BID OPENING TIME: 1:30 PM ET
FAX NUMBER: 304-558-3970

Revised 02/08/2022

The Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. Submission of a response to a Request for Proposal is not permitted in wvOASIS.

For Request For Proposal ("RFP") Responses Only: In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal prior to the bid opening date and time identified in Section 7 below, plus n/a convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should clearly identify and segregate the cost proposal from the technical proposal in a separately sealed envelope.

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

Bid Opening Date and Time: April 19, 2022 at 1:30 PM ET

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

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

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

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

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

11. EXCEPTIONS AND CLARIFICATIONS: The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

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

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

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

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

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

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

16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference

for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

17. WAIVER OF MINOR IRREGULARITIES: The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

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

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

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

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

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

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

22. INTERESTED PARTY DISCLOSURE: West Virginia Code § 6D-1-2 requires that the vendor submit to the Purchasing Division a disclosure of interested parties to the contract for all contracts with an actual or estimated value of at least \$1 million. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission prior to contract award.

A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

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

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

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. DEFINITIONS: As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

2.2. "Bid" or "Proposal" means the vendors submitted response to this solicitation.

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

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

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

2.6. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

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

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

2.9. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

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

☒ **Term Contract**

Initial Contract Term: The Initial Contract Term will be for a period of one (1) year. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

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

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

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

☐ **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for _____ year(s) thereafter.

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

☐ **Other:** Contract Term specified in _____

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

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

☒ **Open End Contract:** Quantities listed in this Solicitation/Award Document are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

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

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

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

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

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

☐ **BID BOND (Construction Only):** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

☐ **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

☐ **LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

☐ **MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

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

☒ Verification of valid registered nurse license for at least one individual employed by the vendor and to be used in the review process.

☒ Resumes for all individuals employed by the vendor who will be involved in the review process.

☒ Verification of URAC certification.

☐

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

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

Vendor must maintain:

☐ **Commercial General Liability Insurance** in at least an amount of: _____ per occurrence.

☐ **Automobile Liability Insurance** in at least an amount of: _____ per occurrence.

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

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

☐ **Cyber Liability Insurance** in an amount of: _____ per occurrence.

☐ **Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.

☐ **Pollution Insurance** in an amount of: _____ per occurrence.

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

☒ *****STATE OF WEST VIRGINIA MUST BE LISTED AS ADDITIONAL INSURED ON INSURANCE CERTIFICATE**

☒ *****CERTIFICATE HOLDER SHOULD READ AS FOLLOWS:**
WVDHHR
408 LEON SULLIVAN WAY, CHARLESTON, WV 25301

☐

☐

Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

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

10. [Reserved]

11. LIQUIDATED DAMAGES: This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

☐ NA for NA.

☐ Liquidated Damages Contained in the Specifications.

☐ Liquidated Damages Are Not Included in this Contract.

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

13. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

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

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

16. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

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

18. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

19. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

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

21. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code, or West Virginia Code of State Rules is void and of no effect.

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

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

23. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

24. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

25. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

26. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

27. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

28. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

29. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

30. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.

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

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

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

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

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

33. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

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

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

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

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

36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

37. PURCHASING AFFIDAVIT: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

38. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

39. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

☒ Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

☐ Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.division@wv.gov.

40. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

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

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

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

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

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a “substantial labor surplus area”, as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

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

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

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

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

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



(Name, Title)

Thomas C. Naughton, President

(Printed Name and Title)

1891 Metro Centre Drive, Reston, Virginia 20190

(Address)

(703) 712-4105 (703) 251-8240

(Phone Number) / (Fax Number)

thomasnaughton@maximus.com

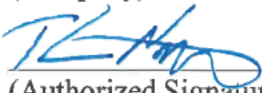
(email address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

Maximus Federal Services, Inc. (Maximus)

(Company)



(Authorized Signature) (Representative Name, Title)

Thomas C. Naughton, President

(Printed Name and Title of Authorized Representative)

April 18, 2022

(Date)

(703) 712-4105 (703) 251-8240

(Phone Number) (Fax Number)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ FLC2200000001

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

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

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

Maximus Federal Services, Inc. (Maximus)

Company



Authorized Signature

April 18, 2022

Date

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

West Virginia Ethics Commission
Disclosure of Interested Parties to Contracts

(Required by W. Va. Code § 6D-1-2)

Maximus Federal Services

Name of Contracting Business Entity: Inc. (Maximus) **Address:** 1891 Metro Center Drive
Reston, Virginia 20190

Name of Authorized Agent: Corporation Service Company **Address:** 209 West Washington Street, Charleston, WV 25302

Contract Number: _____ **Contract Description:** _____

Governmental agency awarding contract: _____

☐ Check here if this is a Supplemental Disclosure

List the Names of Interested Parties to the contract which are known or reasonably anticipated by the contracting business entity for each category below (*attach additional pages if necessary*):

1. Subcontractors or other entities performing work or service under the Contract

☒ Check here if none, otherwise list entity/individual names below.

2. Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities)

☒ Check here if none, otherwise list entity/individual names below.

3. Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract)

☒ Check here if none, otherwise list entity/individual names below.

Signature: 

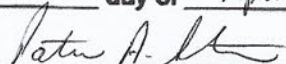
Date Signed: April 18, 2022

Notary Verification

State of Virginia, County of Fairfax:

I, PATRICK A. STINSON, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledge that the Disclosure herein is being made under oath and under the penalty of perjury.

Taken, sworn to and subscribed before me this 18th day of April 2022.


Notary Public's Signature

To be completed by State Agency:

Date Received by State Agency: _____

Date submitted to Ethics Commission: _____

Governmental agency submitting Disclosure: _____

Patrice A. Stinson
NOTARY PUBLIC
Commonwealth of Virginia
Reg. # 7199377
My Commission Expires 4/30/2024
Revised June 8, 2018

STATE OF WEST VIRGINIA
Purchasing Division
PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: Under W. Va. Code §5A-3-10a, 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: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. 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.

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.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"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 exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Maximus Federal Services, Inc. (Maximus)

Authorized Signature:  Date: April 18, 2022

State of Virginia

County of Fairfax, to-wit:

Taken, subscribed, and sworn to before me this 18th day of April, 2022

My Commission expires 4/30, 2024.

AFFIX SEAL HERE



NOTARY PUBLIC



Patrice A. Stinson
NOTARY PUBLIC
Commonwealth of Virginia
Reg. # 7199377
My Commission Expires 4/30/2024

Purchasing Affidavit (Revised 01/19/2018)

CRFQ FLC2200000002
Informal Dispute Resolution Services Pricing Page

| Item # | Description | Unit Cost | Estimated Annual Usage (Per Deficiency) | Total Cost |
|---|---|-----------------|---|--------------------|
| 1 | Informal Dispute Resolution review for long-term care facilities cited at Severity Level I or potential for no more than minimal harm, as defined by CMS. | \$375.00 | 10 | \$3,750.00 |
| 2 | Informal Dispute Resolution review for long-term care facilities cited at Severity Level II or potential for more than minimal harm, but no actual harm, substandard quality of care, or immediate jeopardy, as defined by CMS. | \$475.00 | 10 | \$4,750.00 |
| 3 | Informal Dispute Resolution review for long-term care facilities cited at Severity Level II with a finding of substandard quality of care, as defined by CMS. | \$575.00 | 10 | \$5,750.00 |
| 4 | Informal Dispute Resolution review for long-term care facilities cited at Severity Level III or actual harm, as defined by CMS. | \$675.00 | 15 | \$10,125.00 |
| 5 | Informal Dispute Resolution review for ALL facilities cited at Immediate Jeopardy , as defined by CMS or State Regulations for programs regulated by OHFLAC. | \$775.00 | 10 | \$7,750.00 |
| 6 | Informal Dispute Resolution review for a Condition Level Deficiency as defined by CMS. (Not an Immediate Jeopardy) | \$575.00 | 15 | \$8,625.00 |
| 7 | Informal Dispute Resolution review for a Standard Level Deficiency as defined by CMS or State Regulations for programs regulated by OHFLAC and <u>not</u> invoking state penalties. | \$425.00 | 40 | \$17,000.00 |
| 8 | Informal Dispute Resolution review for a Standard Level as defined State Regulations for programs regulated by OHFLAC and invoking state penalties | \$570.00 | 20 | \$11,400.00 |
| 9 | Additional fee for telephonic review, versus desk review, per deficiency. Note: All travel costs must be assumed by the requesting facility. | \$275.00 | 30 | \$8,250.00 |
| Note: All estimates/pricing are based on level of the original deficiency submitted for an Independent Informal Dispute Resolution from OHFLAC as requested by a facility. | | | | |
| 10 | Additional fee for face to face review, versus desk and/or telephone review, per deficiency. Additional fees for face to face will be assumed by requesting facility. The Independent Review Organization shall enter a separate agreement with the facility. Note: All travel costs must be assumed by the requesting facility. | \$500.00 | 10 | \$5,000.00 |
| Total Bid Amount  | | | | \$82,400.00 |
| Vendor Name: | Maximus Federal Services Inc. | E-mail: | | |
| Vendor Address: | 1891 Metro Center Drive | Phone #: | 703-251-8500 | |
| | Reston, VA 20190 | | | |
| Remit to Address: | | Fax #: | 703-251-8240 | |
| Signature: |  | Date: | 4/18/2022 | |