

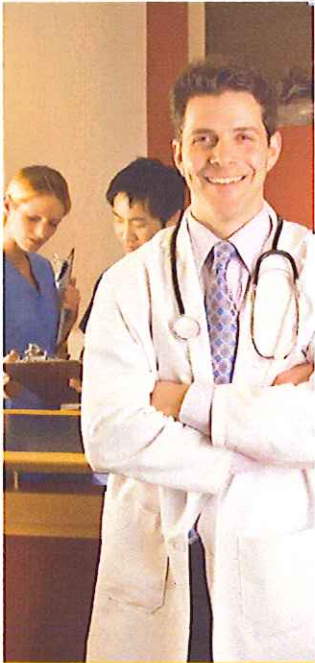


an HMS company

**West Virginia Department of Health and
Human Resources**

**Independent, Informal Dispute
Resolution, RFQ FLC12093**

January 5, 2012



RECEIVED

2012 JAN -5 P 12:40

PROCURING DIVISION
STATE OF WV

350 Worthington Rd., Ste H
Westerville, OH 43082
Telephone: 614.895.9900
FAX: 614.895.6784

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- Transmittal Letter**
- Signed Addendum 1**
- Signed RFQ**
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- Purchasing Affidavit**
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Transmittal Letter

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January 5, 2012

Roberta Wagner
Department of Administration
Purchasing Division
Building 15
2019 Washington Street, East
Charleston, WV 25305-0130

Re: RFQ FLC12093

Dear Ms. Wagner:

Permedion and our subcontractor, Ascellon, welcome the opportunity to submit our response to the above-referenced Request for Quotation issued by the State of West Virginia, Department of Administration, Purchasing Division, on behalf of the Office of Health Facility Licensure and Certification (OHFLAC). We are pleased to propose an integrated, comprehensive process to perform independent, informal dispute resolution for licensed nursing homes and/or Medicare and/or Medicaid certified nursing facilities that contest a citation issued by the Nursing Home Program within OHFLAC for a deficient practice.

Should you have any questions or comments regarding our proposal, I may be reached at 614.895.9900 or via email at tschultz@hms.com.

Sincerely,



Thomas A. Schultz
Vice President/General Manager

Signed Addendum 1

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

Request for Quotation

RFQ NUMBER
FLC12093

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
ROBERTA WAGNER 304-558-0067

*709014551 614-839-3370

PERMEDION
 350 WORTHINGTON RD STE H

WESTERVILLE OH 43082-8327

VENDOR

SHIP TO

HEALTH AND HUMAN RESOURCES
 BPH - OHFLAC

408 LEON SULLIVAN WAY
 CHARLESTON, WV
 25301-1713 304-558-2026

DATE PRINTED 12/21/2011	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: 01/05/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 1 1. QUESTIONS AND ANSWERS ARE ATTACHED. 2. ADDENDUM ACKNOWLEDGEMENT IS ATTACHED. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN DISQUALIFICATION OF YOUR BID. EXHIBIT 10 REQUISITION NO.: FLC12093 ADDENDUM ACKNOWLEDGEMENT I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC. ADDENDUM NO. S: NO. 1 ✓ NO. 2 NO. 3 NO. 4 NO. 5 I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS. VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Thomas A. Schultz</i>	TELEPHONE 614-895-9900	DATE JAN. 3, 2012
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TITLE V.P./E.M.	FEIN 26-0677413	ADDRESS CHANGES TO BE NOTED ABOVE
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WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

GENERAL TERMS & CONDITIONS
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.html and is hereby made part of the agreement provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
14. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. 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/noticeConfidentiality.pdf>.
15. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will 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 the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



State of West Virginia
 Department of Administration
 Purchasing Division
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Request for Quotation

RFQ NUMBER
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ADDRESS CORRESPONDENCE TO ATTENTION OF:
ROBERTA WAGNER
304-558-0067

*709014551 614-839-3370

VENDOR


PERMEDION
 350 WORTHINGTON RD STE H
 WESTERVILLE OH 43082-8327

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<p>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.</p> <p style="text-align: center;">  SIGNATURE PERMEDION, INC. COMPANY 1-3-2012 DATE </p> <p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.</p> <p>REV. 09/21/2009</p> <p style="text-align: center;">END OF ADDENDUM NO. 1</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE 	TELEPHONE 614-895-9900	DATE JAN 3, 2012
TITLE V.P./G.M.	FEIN 26-0677413	ADDRESS CHANGES TO BE NOTED ABOVE

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**State of West Virginia
Informal Independent Dispute Review
RFQ # FLC12093**

Bidder's Questions

Due By: December 20, 2011

	RFQ Page #	Section Name/No.	Question	Answer
1.	Page 10 (1)	Mandatory Requirements	<p>RFP Text: "If the review involves a resident, the organization must ensure notification of the opportunity to submit comments prior to the completion of the process from the involved residents(s) or appropriate resident representative(s) and the State's long term care ombudsman."</p> <p>Question: S&C memo 12-08-NH dated December 2, 2011 included interim advance guidelines for Independent Informal Dispute Resolution (IIDR) process. In the Key Elements of Independent IDR section 7213.6, #3, it states, "Once a facility requests an Independent IDR, the State must notify the involved resident or resident representative, as well as the State's long term care ombudsman, that they have an opportunity to submit written comment. This notification must be done before the Independent IDR review process begins and with" This text indicates that the notification to these parties is done by the State Agency and before the IIDR process begins. The text in question infers it is the organizations responsibility to "ensure notification". Please clarify.</p>	<p>If applicable, the state will be responsible for initial notification to the resident or resident representative, as well as the State's long term care ombudsmen regarding their opportunity to respond. The committee will be responsible for allowing adequate time for response, review and consideration for each party's response.</p>
2.	Page 10 (5)	Mandatory Requirements	<p>RFP Text: "...and shall transmit a written decision containing the rationale for its determination to the facility and the director."</p> <p>Question: This text indicates that the IRO will transmit to the facility and the director (at the same time?), however, since the director has the authority to agree or disagree with the awardees determination, should the determination be sent to the director only? S&C memo 12-08-NH dated December 2, 2011 included interim advance guidelines for Independent Informal Dispute Resolution (IIDR) process. In the Key Elements of Independent IDR section 7213.6, #4, it states, "The Independent IDR entity or person will forward the written record to the State survey agency for retention by the surveying entity. The State survey agency, will make a decision based on this written record and will provide the final decision to the facility..."</p>	<p>The decision should be transmitted only to the Director. OHFLAC will review the recommendation(s) and will communicate the final IDR decision, including the IRO's recommendation(s) to the facility no later than 15 calendars after receipt of the IRO's recommendation(s). A copy of the IRO's recommendation(s) will be sent to the facility by OHFLAC upon completion of the IDR process. Should the Director disagree with the decision, the matter will be referred to CMS regional office for evaluation.</p>

Signed RFQ

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

Request for Quotation

RFQ NUMBER
 FLC12093

PAGE
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
 ROBERTA WAGNER
 304-558-0067

*709014551 614-839-3370

VENDOR

PERMEDION
 350 WORTHINGTON RD STE H

WESTERVILLE OH 43082-8327

SHIP TO

HEALTH AND HUMAN RESOURCES
 BPH - OHFLAC

408 LEON SULLIVAN WAY
 CHARLESTON, WV
 25301-1713 304-558-2026

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
12/02/2011				

BID OPENING DATE: 01/05/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
OPEN-END BLANKET CONTRACT						
0001	19	EA		961-20	\$362.50	\$6,887.50
PER EACH DEFICIENCY, SEVERITY LEVEL I -						
INDEPENDENT INFORMAL DISPUTE REVIEW FOR LONG-TERM CARE FACILITIES FOR DEFICIENCIES CITED AT SEVERITY LEVEL I (POTENTIAL FOR NO MORE THAN MINIMAL HARM), AS DEFINED BY CMS.						
0002	70	EA		961-20	\$475.00	\$33,250.00
PER EACH DEFICIENCY, SEVERITY LEVEL II -						
INDEPENDENT INFORMAL DISPUTE REVIEW FOR LONG-TERM CARE FACILITIES FOR DEFICIENCIES CITED AS SEVERITY LEVEL II (POTENTIAL FOR MORE THAN MINIMUM HARM BUT NO ACTUAL HARM, SUBSTANDARD QUALITY OF CARE, OR IMMEDIATE JEOPARDY), AS DEFINED BY CMS.						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *Thomas A. Schmitt* TELEPHONE 614-895-9900 DATE JAN. 3, 2012

TITLE V.P./G.M. FEIN 26-0677413 ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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BID OPENING DATE: 01/05/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0003	5	EA	961-20		\$ 618.75	\$ 3,093.75
PER EACH DEFICIENCY, SEVERITY LEVEL II WITH FINDING						
INDEPENDENT INFORMAL DISPUTE REVIEW FOR LONG-TERM CARE FACILITIES FOR DEFICIENCIES CITED AS SEVERITY LEVEL II WITH A FINDING OF SUBSTANDARD QUALITY OF CARE, AS DEFINED BY CMS.						
0004	13	EA	961-20		\$ 750.00	\$ 9,750.00
PER EACH DEFICIENCY, SEVERITY LEVEL III						
INDEPENDENT INFORMAL DISPUTE REVIEW FOR LONG-TERM CARE FACILITIES FOR DEFICIENCIES CITED AT SEVERITY LEVEL III (ACTUAL HARM), AS DEFINED BY CMS.						
0005	12	EA	961-20		\$ 962.50	\$ 11,550.00
PER EACH DEFICIENCY, SEVERITY LEVEL IV						
INDEPENDENT INFORMAL DISPUTE REVIEW FOR LONG-TERM CARE FACILITIES FOR DEFICIENCIES CITED AT SEVERITY LEVEL IV (IMMEDIATE JEOPARDY), AS DEFINED BY CMS.						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Thomas A. Schultz</i>	TELEPHONE 614-895-9900	DATE Jan. 3, 2012
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BID OPENING DATE: 01/05/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0006	60	EA		961-20	\$250.00	\$15,000.00
<p>PER EACH DEFICIENCY, ADDITIONAL FEE FOR TELEPHONIC ADDITIONAL FEE FOR TELEPHONIC REVIEW (VERSUS DESK REVIEW).</p> <p>THIS WILL BE A MULTIPLE AWARD CONTRACT AND AWARD WILL BE MADE FROM LOW BID TO HIGH. THE PROGRAM WOULD LIKE AT LEAST THREE INDEPENDENT REVIEW ORGANIZATIONS TO CONDUCT AN INDEPENDENT FORMAL DISPUTE RESOLUTION PROCESS FOR LICENSED NURSING HOMES AND/OR MEDICARE AND/OR MEDICAID CERTIFIED NURSING FACILITIES THAT CONTEST A CITATION ISSUED BY THE NURSING HOME PROGRAM WITHIN THE OFFICE OF HEALTH FACILITY LICENSURE & CERTIFICATION (OHFLAC) FOR A DEFICIENT PRACTICE, PURSUANT TO CHAPTER 16, ARTICLE 5C OF THE WEST VIRGINIA STATE CODE OR PURSUANT TO FEDERAL LAW AS BEING CONTRARY TO LAW OR UNWARRANTED BY THE FACTS OR BOTH, PER THE ATTACHED SPECIFICATIONS.</p> <p>TERM OF THE CONTRACT SHALL BE FOR ONE YEAR WITH THE OPTION OF TWO, ONE YEAR RENEWALS.</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AWARD..... AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Thomas A. Schult</i>	TELEPHONE 614-895-9900	DATE JAN. 3, 2012
TITLE P.P./G.M.	FEIN 26-0677413	ADDRESS CHANGES TO BE NOTED ABOVE

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<p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. 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.</p>						

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ROBERTA WAGNER 304-558-0067

VENDOR
*709014551 614-839-3370 PERMEDION 350 WORTHINGTON RD STE H WESTERVILLE OH 43082-8327

SHIP TO
HEALTH AND HUMAN RESOURCES BPH - OHFLAC 408 LEON SULLIVAN WAY CHARLESTON, WV 25301-1713 304-558-2026

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
12/02/2011				

BID OPENING DATE: 01/05/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 05/26/2009 EXHIBIT 4</p> <p>LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES IN THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEND TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA. IF THE VENDOR DOES NOT WISH TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST CLEARLY INDICATE SUCH REFUSAL IN HIS BID. SUCH REFUSAL SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY MANNER.</p> <p>REV. 3/88</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>Thomas A. Schmitt</i>		JAN. 3, 2012
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
<i>V.P./B.M.</i>	<i>26-6677413</i>	

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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

Request for Quotation

RFQ NUMBER
FLC12093

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6

ADDRESS CORRESPONDENCE TO ATTENTION OF:
ROBERTA WAGNER 304-558-0067

*709014551 614-839-3370

VENDOR

PERMEDION
 350 WORTHINGTON RD STE H
 WESTERVILLE OH 43082-8327

SHIP TO

HEALTH AND HUMAN RESOURCES
 BPH - OHFLAC
 408 LEON SULLIVAN WAY
 CHARLESTON, WV
 25301-1713 304-558-2026

DATE PRINTED 12/02/2011	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: 01/05/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>INQUIRIES: WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON 12/20/2011. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR E-MAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, E-MAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO:</p> <p>ROBERTA WAGNER DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25311</p> <p>FAX: 304-558-4115 E-MAIL: ROBERTA.A.WAGNER@WV.GOV</p> <p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.</p> <p>REV 07/16/2007 VENDOR PREFERENCE CERTIFICATE</p> <p>THIS TEAM EXHIBIT HAS BEEN REPLACED BY THE ONLINE</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Thomas A. Schult</i>	TELEPHONE 614-895-9900	DATE JAN. 3, 2012
TITLE V.P. / O.M.	FEIN 26-0677413	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



State of West Virginia
 Department of Administration
 Purchasing Division
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 Charleston, WV 25305-0130

Request for Quotation

RFQ NUMBER
FLC12093

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7

ADDRESS CORRESPONDENCE TO ATTENTION OF:
ROBERTA WAGNER 304-558-0067

*709014551 614-839-3370
 PERMEDION
 350 WORTHINGTON RD STE H
 WESTERVILLE OH 43082-8327

VENDOR

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 BPH - OHFLAC
 408 LEON SULLIVAN WAY
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 25301-1713 304-558-2026

SHIP TO

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
12/02/2011				

BID OPENING DATE: 01/05/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>VERSION WHICH IS AVAILABLE HERE: HTTP://WWW.STATE.WV.US/ADMIN/PURCHASE/VRC/VENPREF.PDF</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>PLEASE NOTE: A CONVENIENCE COPY WOULD BE APPRECIATED.</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER:-----RW/FILE 22-----</p> <p>RFQ. NO.:-----FLC12093-----</p> <p>BID OPENING DATE:-----01/05/2012-----</p> <p>BID OPENING TIME:-----1:30 PM-----</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: -----614-895-6784-----</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Thomas A. Schultz</i>	TELEPHONE 614-895-9900	DATE JAN 3, 2012
TITLE V.P./B.M.	FEIN 26-0677413	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



State of West Virginia
 Department of Administration
 Purchasing Division
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Request for Quotation

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DATE PRINTED 12/02/2011	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: 01/05/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
CONTACT PERSON (PLEASE PRINT CLEARLY): <i>THOMAS A. SCHULTZ</i> ----- <i>VICE PRESIDENT / GENERAL MANAGER</i>						
***** THIS IS THE END OF RFQ FLC12093 ***** TOTAL:						<u>\$79,531.25</u>

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Thomas A. Schultz</i>	TELEPHONE 614-895-9900	DATE JAN. 3, 2012
TITLE V.P. / G.M.	FEIN 26-0677413	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

(Revised 11-10-11)

Purpose	<p>To obtain an open-end contract with at least three independent review organizations to conduct an independent informal dispute resolution process for licensed nursing homes and/or Medicare and/or Medicaid certified nursing facilities that contest a citation issued by the Nursing Home Program within the Office of Health Facility Licensure and Certification (OHFLAC) for a deficient practice, pursuant to chapter 16, article 5C of the West Virginia State Code or pursuant to federal law, as being contrary to law or unwarranted by the facts or both.</p> <p>The term "facility" shall be used to refer to the licensed nursing home and/or Medicare and/or Medicaid certified nursing facility. The term "director" shall refer to the director of the Office of Health Facility Licensure and Certification.</p>
Minimum Qualifications	<ol style="list-style-type: none"> (1) The independent review organization shall be accredited by the Utilization Review Accreditation Commission. (2) The independent review organization must be registered in the state of West Virginia prior to the award of any contract. (3) The independent review organization must employ at a minimum one reviewer who is a licensed registered professional nurse or other qualified licensed, registered, and/or certified health professional with extensive knowledge and understanding of long-term care regulations and current standards of professional practice. Proof of a current valid, unimpaired license, registration, and/or certification in their field of practice must be provided by the independent review organization. A licensed, registered and/or certified health professional must be significantly involved in every review. (4) For a reviewer to demonstrate "extensive knowledge and understanding of long-term care regulations", the reviewer must, at a minimum, have successfully completed the Basic Long-Term Care Surveyor Course offered by the Centers for Medicare & Medicaid Services (CMS), successfully passed CMS's Surveyor Minimum Qualification Test (SMQT), and worked as a surveyor of nursing homes or in a state survey agency for at least five years. (5) Prior to utilizing as reviewers any persons formerly employed by OHFLAC, the independent review organization must verify with the director that such former OHFLAC employees left in good standing and that the use of them as reviewers in the independent informal dispute resolution process would not present a conflict of interest. OHFLAC will

(Revised 11-10-11)

	determine whether a conflict of interest exists when an individual reviewer is a former employee of OHFLAC.
Mandatory Requirements	<p>The independent informal dispute resolution process consists of the following:</p> <ol style="list-style-type: none"> (1) Within ten working days of receipt of the written request for the independent informal dispute resolution process made by a facility, the independent review organization shall hold an independent informal dispute resolution conference unless additional time is requested by the facility. Before the independent informal dispute resolution conference, the facility may submit additional information. If the review involves a resident, the organization must 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. (2) The facility may not be accompanied by counsel during the independent informal dispute resolution conference. (3) The manner in which the independent informal dispute resolution conference is held is at the discretion of the facility, but is limited to: <ol style="list-style-type: none"> a. A desk review of written information submitted by the facility; or b. A telephonic conference; or c. A face-to-face conference held at the facility or a mutually agreed upon location. (4) If the independent review organization determines the need for additional information, clarification or discussion after conclusion of the independent informal dispute resolution conference, the independent review organization shall request this information of the director and the facility. (5) Within ten calendar days of the independent informal dispute resolution conference, the independent review organization shall provide and make a determination, based upon the facts and findings presented, and shall transmit a written decision containing the rationale for its determination to the facility and the director. The written record shall include: Each deficiency or survey finding that was disputed; a summary of the recommendation for each deficiency or finding and the rationale for that result; 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

(Revised 11-10-11)

	<p>jeopardy or as a substandard quality of care; and any comments submitted by the residents or their representatives and the Ombudsman.</p> <p>(6) Each independent review organization shall provide quarterly reports to the director which shall at a minimum include the number of facilities for which an informal dispute resolution process was requested, the number of state licensure and/or federal Medicare / Medicaid certification deficiencies that were individually reviewed for each facility requesting an informal dispute resolution process, and the results of each review.</p> <p>(7) Any additional costs associated with a face-to-face conference will be borne to the facility. The facility will have to enter into a separate agreement with the independent review organization to cover any additional costs associated with a face-to-face conference.</p>
<p>OHFLAC's Duties and Responsibilities</p>	<p>(1) No later than ten working days following the last day of the survey or inspection, or no later than twenty working days following the last day of a complaint investigation, the director shall transmit to the facility a statement of deficiencies committed by the facility. Notification of the availability of the independent informal dispute resolution process and an explanation of the independent informal dispute resolution process shall be included in the transmittal.</p> <p>(2) When the facility returns its plan to correct the cited deficiencies to the director, the facility may request in writing the independent informal dispute resolution process to refute the cited deficiencies.</p> <p>(3) Within five working days of receipt of the written request for the independent informal dispute resolution process made by a facility, the director shall refer the request to an independent review organization from the list of certified independent review organizations approved by the state.</p> <p>(4) The director shall vary the selection of the independent review organization on a rotating basis. The director shall acknowledge in writing to the facility that the request for independent review has been received and forwarded to an independent review organization for review. The notice shall include the name and address of the independent review organization.</p> <p>(5) Upon receipt of the written decision by the independent review organization, the director shall review the results and their rationale.</p> <p>a. If the director disagrees with the determination, the director may reject</p>

(Revised 11-10-11)

	<p>the determination made by the independent review organization and shall issue an order setting forth the rationale for the reversal of the independent review organization's decision to the facility within ten calendar days of receiving the independent review organization's determination.</p> <p>b. If the director accepts the determination, the director shall issue an order affirming the independent review organization's determination within fifteen calendar days of receiving the independent review organization's determination.</p> <p>c. If the independent review organization determines that the original statement of deficiencies should be changed as a result of the independent informal dispute resolution process and the director accepts the determination, the director shall transmit a revised statement of deficiencies to the facility within ten calendar days of the independent review organization's determination.</p>
<p>Special Terms and Conditions</p>	<p>Standard professional liability insurance: minimum \$1,000,000.00 per occurrence.</p>
<p>License Requirements</p>	<p>(1) The independent review organization must employ at a minimum one reviewer who is a licensed registered professional nurses or other qualified licensed, registered, and/or certified health professional with extensive knowledge and understanding of long-term care regulations and current standards of professional practice. Proof of a current valid, unimpaired license, registration, and/or certification in their field of practice must be provided by the independent review organization. A licensed, registered and/or certified health professional must be significantly involved in every review.</p> <p>(2) For a reviewer to demonstrate "extensive knowledge and understanding of long-term care regulations", the reviewer must, at a minimum, have successfully completed the Basic Long-Term Care Surveyor Course offered by CMS, successfully passed CMS's SMQT, and worked as a surveyor of nursing homes or in a state survey agency for at least five years.</p>
<p>Life of Contract</p>	<p>Date of coverage: upon award and continue for a period of one (1) year with the option for two (2) one-year renewals.</p>

Specifications for RFQ FLC12093

(Revised 11-10-11)

Rotation of Vendors	Requests for independent informal dispute resolutions shall be assigned to the approved vendors on a rotational basis. The rotation will start with the lowest bidder and will proceed to the next bidder in ascending order based on the bid.

Cost Sheet

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FLC12093 Cost Sheet

Item #	Estimated Annual Usage (Per Deficiency)	Description	Unit Cost	Total Cost
1	19	Provision of independent informal dispute review for long-term care facilities for deficiencies cited at <u>Severity Level I</u> (potential for no more than minimal harm), as defined by CMS.	\$ 362.50	\$ 6,887.50
2	70	Provision of independent informal dispute review for long-term care facilities for deficiencies cited at <u>Severity Level II</u> (potential for more than minimal harm but no actual harm, substandard quality of care, or immediate jeopardy), as defined by CMS.	\$ 475.00	\$ 33,250.00
3	5	Provision of independent informal dispute review for long-term care facilities for deficiencies cited at <u>Severity Level II with a finding of substandard quality of care</u> , as defined by CMS.	\$ 618.75	\$ 3,093.75
4	13	Provision of independent informal dispute review for long-term care facilities for deficiencies cited at <u>Severity Level III</u> (actual harm), as defined by CMS.	\$ 750.00	\$ 9,750.00
5	12 IN RFG	Provision of independent informal dispute review for long-term care facilities for deficiencies cited at <u>Severity Level IV</u> (immediate jeopardy), as defined by CMS.	\$ 962.50	\$ 11,550.00
6	60	Additional Fee for Telephonic Review (versus Desk Review)	\$ 250.00	\$ 15,000.00

Grand Total: \$ 49,531.25

PERMEDION, INC.

Vendor Name (Printed)

Thomas A. Schmitt JAN. 3, 2012

Vendor Signature and Date

NOTE: Award will be made to multiple vendors to provide these services, as specified. The numbers of units, as listed annually, are estimates only. Vendors will provide actual needs, whether they be greater or less than estimates.

Purchasing Affidavit

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RFQ No. FLC12093

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

DEFINITIONS:

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

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

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

Under penalty of law for false swearing (*West Virginia Code §61-5-3*), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: PERMEDION, INC.

Authorized Signature: Thomas A. Schult Date: Jan. 3, 2012

State of Ohio

County of Delaware, to-wit:

Taken, subscribed, and sworn to before me this 3rd day of January, 2012.

My Commission expires February 24, 2016.

AFFIX SEAL HERE

NOTARY PUBLIC

Yalonda Harper



YALONDA HARPER
Notary Public, State of Ohio
My Commission Expires 02-24-2016

AMERICAN HARPER
Notary Public, State of Ohio
My Commission Expires 03-31-2016



Minimum Qualifications Response

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Minimum Qualifications

(1) The independent review organization shall be accredited by the Utilization Review Accreditation Commission.

For more than 11 years, Permedion has devoted a core service line to external independent medical review services and maintained full accreditation under the standards of an Independent Review Organization by URAC. The Office of Health Facility Licensure and Certification (OHFLAC) will benefit from Permedion's industry experience. We are an independent healthcare quality review and improvement organization, providing IMR and utilization review services for issues of quality of care, medical necessity, and experimental/investigational treatment to both state government and commercial clients. We hold URAC accreditation as an Independent Review Organization and for Utilization Management.

(2) The independent review organization must be registered in the state of West Virginia prior to the award of any contract.

Permedion will register in the State of West Virginia pending notification of intent to award contract.

(3) The independent review organization must employ at a minimum one reviewer who is a licensed registered professional nurse or other qualified licensed, registered, and/or certified health professional with extensive knowledge and understanding of long-term care regulations and current standards of professional practice. Proof of a current valid, unimpaired license, registration, and/or certification in their field of practice must be provided by the independent review organization. A licensed, registered and/or certified health professional must be significantly involved in every review.

Permedion and Ascellon will use reviewers who are either licensed registered professional nurses or other qualified licensed, registered, and/or certified health professionals with previous work experience in long-term care and who have extensive knowledge and understanding of long-term care regulations and current standards of professional practice. All reviewers will possess a current valid, unimpaired license, registration, and/or certification in their field of practice. Please see the enclosed resumes as proof of our reviewers' qualifications.

(4) For a reviewer to demonstrate "extensive knowledge and understanding of long-term care regulations", the reviewer must, at a minimum, have successfully completed the Basic Long-Term Care Surveyor Course offered by the Centers for Medicare & Medicaid Services (CMS), successfully passed CMS's Surveyor Minimum Qualification Test (SMQT), and worked as a surveyor of nursing homes or in a state survey agency for at least five years.

Permedion and Ascellon will use reviewers who have, at a minimum, successfully completed the Basic Long-Term Care Surveyor Course offered by the Centers for Medicare & Medicaid Services (CMS), successfully passed CMS's Surveyor Minimum Qualification Test (SMQT), and worked as a surveyor of nursing homes or in a state survey agency for at least five years. Please see the enclosed resumes as proof of our reviewers' qualifications.

(5) Prior to utilizing as reviewers any persons formerly employed by OHFLAC, the independent review organization must verify with the director that such former OHFLAC employees left in good standing and that the use of them as reviewers in the independent informal dispute resolution process would not present a conflict of interest. OHFLAC will determine whether a conflict of interest exists when an individual reviewer is a former employee of OHFLAC.

Neither Permedion nor Ascellon currently employ former employees of OHFLAC. In the event that such an employee is hired, we will verify with the director that the employee left in good standing and that his/her use as a reviewer would not present a conflict of interest.

Mandatory Requirements

Permedion and its subcontractor, Ascellon, will perform independent, informal dispute resolution for licensed nursing homes and/or Medicare and/or Medicaid certified nursing facilities that contest a citation issued by the Nursing Home Program within OHFLAC for a deficient practice, pursuant to chapter 16, article 5C of the West Virginia State Code or pursuant to federal law, as being contrary to law or unwarranted by the facts or both.

Past Performance

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Past Performance: Permedion

For more than 35 years, we have been on the forefront of helping clients to provide appropriate medical care. Independent Medical Review (IMR) is a core service line of Permedion.

The table below provides a listing of the 15 states where we are certified to provide IMR services.

► *Current States Where Permedion is Certified for IMR*

State	Agency	Period of Performance
Arizona	Department of Insurance	March 2001 – present
Colorado	Division of Insurance	July 2000 – present
Connecticut	Department of Insurance	January 2008 – present
Georgia	Department of Community Health	June 2008 – present
Hawai'i	Insurance Division	January 2012 – present
Indiana	Department of Insurance	February 2001 – present
Michigan	Department of Energy, Labor & Economic Growth, Office of Financial and Insurance Services	January 2001 – present
New Jersey	Department of Banking & Insurance	September 2006 – present
Ohio	Department of Insurance	May 2000 – present
Oregon	Insurance Division	July 2002 – present
Pennsylvania	Department of Health	October 2004 – present
South Dakota	Division of Insurance	October 2010 – present
Washington	Department of Health	June 2001 – present
Wisconsin	Office of the Commissioner of Insurance	July 2001 – present
Virginia	State Corporation Commission Bureau of Insurance	July 2011 – present

We invite OHFLAC to contact any of the references listed. Each can attest to our:

- Understanding and experience providing independent medical review services
- Capacity to deliver quality determinations for each case we are assigned that adhere to each state's standards and criteria
- Dedicated and knowledgeable staff, including a 600-plus member National Physician Review Panel
- Ability to comply with HIPAA and other security and privacy regulations
- Excellent customer service

Arizona Department of Insurance

Contact Name and Title	Susana Lesmeister, Health Care Appeals Manager
Address	Consumer Affairs Division Arizona Department of Insurance 2910 North 44 th St., Suite 210 Phoenix, AZ 85018
Telephone	602.364.2399
Fax	602.912.8447
Email	slesmeister@azinsurance.gov

Wisconsin Office of the Commissioner of Insurance

Contact Name and Title Barbara Belling, Managed Care Specialist
Office of the Commissioner of Insurance
State of Wisconsin
GEF-III02nd Fl.

Address 125 S. Webster Street
PO Box 7873
Madison, WI 53702-7873

Telephone 608.264.6224

Fax 608.266.9935

Email Barbara.Belling@oci.state.wi.us

Michigan Office of Financial and Insurance Services

Contact Person and Title Joan Moiles, Deputy Commissioner
Health Plans Division
Office of Financial and Insurance Regulation
Michigan Department of Energy, Labor & Economic Growth

Address 611 W Ottawa, 3rd Floor
Lansing, MI 48909

Telephone 517.335.2053

Fax 517.241.4168

Email moiles@michigan.gov

Past Performance: Ascillon

CENTERS FOR MEDICARE AND MEDICAID SERVICES (CMS) – FEDERAL MONITORING AND OVERSIGHT IN LONG TERM CARE FACILITIES

CENTERS FOR MEDICARE AND MEDICAID SERVICES (CMS) FEDERAL MONITORING AND OVERSIGHT IN LONG TERM CARE FACILITIES			
Contract No./ Order No.	500-03-0049	Contract Type	Cost Plus Fixed Fee (CPFF)
Award Date	September 29, 2003	Award Amount	\$20,033,325
Period of Performance	Sep. 2003 – Sep. 2008	Final Contract Price/Cost	\$10,102,321
Contracting Officer/ or Specialist	John Cruse CMS 7500 Security Boulevard Baltimore, MD 21244 Phone: (410) 786-0520 John.Cruse@cms.hhs.gov	Project Officer	James Merrill CMS 7500 Security Boulevard Baltimore, MD 21244 Phone: (410) 786-6998 Fax: (410) 786-6730 James.Merrill@cms.hhs.gov

PROJECT OVERVIEW

Ascillon currently provides Federal Monitoring and Oversight in Long Term Care Facilities on behalf of CMS. Ascillon performs comparative surveys that compare our findings to the States' findings for a representative sample of the over 17,000 long-time care facilities certified for Medicare and Medicaid nationally. Under this contract, Ascillon also surveys Community Mental Health Centers and Hospice facilities. Ascillon's performance on this contract includes:

- Performing comparative, special investigation and crisis surveys of long-term care facilities.
- Developing processes for continuous monitoring and evaluation of the survey process and to ensure compliance with current survey protocols, mandatory CMS procedures and policies, Federal regulations, and legislation.
- Handling informal dispute resolutions and providing CMS with recommendations for improving the survey process developed as a result of collecting and analyzing Federal comparative survey and certification data. These include possible refinements or enhancements to the Federal Comparative survey process; possible improvements in administrative procedures of CMS CO and RO staff; areas that require policy or programmatic clarification; areas that require provider outreach/education; and a repository of Best Practices.
- Developing an internal Quality Assurance program to assess the validity of the comparative survey findings, and to assure CMS that the surveys are conducted accurately so that major difference(s) between the surveys conducted by Ascillon and those conducted by the State would allow CMS to be sure that there was a problem with the State's performance.

- Using the survey data system, ASPEN, to collect and report survey data to CMS.
- Monitoring the contract to ensure no conflict of interest exists between this contract and Ascillon's business arrangements or with members of the Ascillon staff or consultants on the project.
- Effectively coordinating and managing the deployment of teams of surveyors nationally to meet the requirements of the contract.
- Providing initial and continuous training to Ascillon staff and consultants on CMS structure, policies and procedures as they relate to the implementation of this contract, current CMS data collection and retrieval systems including the use of the ASPEN and the Online Survey and Certification Reporting System (OSCAR), Quality Improvement and Evaluation System (QIES), the requirements of surveyor orientation, and the Basic Surveyor's Training.
- Coordinating surveys with the ten (10) Regional Offices (ROs) to identify and schedule facilities for surveys, and notifying ROs by e-mail and following up in writing surveys and deficiencies.

**U.S. DEPARTMENT OF VETERANS AFFAIRS CENTER FOR ACQUISITION INNOVATION –
STATE VETERANS HOME PROGRAM ONSITE SURVEYS**

U.S. DEPARTMENT OF VETERANS AFFAIRS STATE VETERANS HOME PROGRAM ONSITE SURVEYS (SVH)			
Contract No./ Order No.	GS-10F-0244S	Contract Type	Firm Fixed Price (FFP)
Award Date	September 30, 2009	Award Amount	\$17,516,760.03
Period of Performance	Sept. 2009 – Sept. 2012	Final Contract Price/Cost	\$11,193,939.29 – <i>in progress</i>
Contracting Officer/ or Specialist	Ms. Phyllis Jackson Department of Veterans Affairs 810 Vermont Avenue, N.W. Washington, DC 20420 (202) 461-6976 phyllis.jackson@va.gov	Contracting Specialist	

PROJECT OVERVIEW

Ascellon’s licensed nurses and social work consultants have conducted approximately 137 Onsite Surveys at State Veterans Homes. The facilities that fall within the scope of this survey program include Nursing Homes, Domiciliary and Adult Day Health Care (ADHC). Ascellon deployed its expert staff to perform the surveys in all 50 States, the District of Columbia and the territories. They conduct annual, recognition, and “for cause” surveys of the facilities using documented standards and a structured survey process with qualified clinical and Life Safety Codes to ensure our nation’s veterans receive quality care.

Ascellon’s experts perform the following tasks:

- Perform annual surveys for each SVH facility with a nursing home domiciliary, adult day health care, or any combination of the three levels of care and “for cause” surveys.
- Handle informal dispute resolutions.
- Complete entrance and exit briefings and/or conferences with SVH management.
- Provide orientation and training to Ascellon staff and consultants on policies and procedures, VA data collection and retrieval systems, the requirements of surveyor, and Basic Surveyor's Training.
- Follow procedures and processes developed for large-scale nationwide in-person data collection and interview efforts.
- Collect all data for analysis using a system we developed to support the interview protocol.
- Compile a list of all surveys scheduled in the monthly status report.
- Notified the VA Medical Center of Jurisdiction Representative of any findings rated at Levels F, H, I, J, K or L in the Scope and Severity Matrix.
- Review and monitor Corrective Action Plans set forth by the SVH to address deficiencies.
- Prepare and upload comprehensive reports to the VA website using a secure web portal.

- Provide a summary of key findings in general terms to the State Veterans Home leadership and staff and the VA Medical Center of Jurisdiction Representative for SVH in preparation for the final report.
- Create comprehensive a final report.

CENTERS FOR MEDICARE AND MEDICAID SERVICES (CMS) – PSYCHIATRIC HOSPITAL SURVEY AND CERTIFICATION PROGRAM

CENTERS FOR MEDICARE AND MEDICAID SERVICES (CMS) PSYCHIATRIC HOSPITAL SURVEY AND CERTIFICATION PROGRAM			
Contract No./ Order No.	500-03-0040	Contract Type	Cost Plus Fixed Fee (CPFF)
Award Date	September 29, 2003	Award Amount	\$11,932,757.00
Period of Performance	Oct. 2003 – Sep. 2008	Final Contract Price/Cost	\$10,746,911
Contracting Officer/ or Specialist	John Cruse, CMS 7500 Security Boulevard Baltimore, MD 21244 Phone: (410) 786-0520 John.Cruse@cms.hhs.gov	Project Officer	Kelley Tinsley, CMS 7500 Security Boulevard Mail Stop: S2-12-25 Baltimore, MD 21244 Phone: (410) 786-6664 Fax: (410) 786-3262 Kelley.Tinsley@cms.hhs.gov
Location of Work	Landover, MD (Nationwide Surveys)		

PROJECT OVERVIEW

Ascillon supports CMS in assuring adequate care and treatment for all Medicare beneficiaries in psychiatric hospital facilities. We review the Medicare Special Conditions of Participation (CoPs) for Psychiatric Hospitals as to the degree of compliance by each facility, including review of medical records, treatment plans, staffing, and other factors relevant to quality of care. Ascillon manages and oversees the survey function as well as collects and reports survey data findings. Based on the survey findings, we develop recommendations to assist CMS in refocusing survey training needs and revising survey and certification policy. In accomplishing the objectives of the project, Ascillon has conducted more than 18,900 in-person interviews on this program since 2003.

Ascillon performed the following:

- Designed and developed survey methodology for selecting a sample of facilities to survey in accordance with Federal regulations nationwide
- Formulated an internal Quality Assurance program to assess the validity of the survey findings
- Provided CMS with recommendations for improving the survey process
- Developed and monitored quality of care measurement and performance indicators for the conditions of participation in Medicare for psychiatric hospitals
- Coordinated surveys with the 10 Regional Offices (ROs) to identify and schedule facilities for surveys, and notifying ROs by e-mail and following up in writing with results of surveys and deficiencies.

Reviewer Resumes

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Becky Cummings, RN

Project Position		
Proposed Role	Employment Status	Estimate of Availability
Reviewer	Employee	100%

Education/Certification		
Degree, License, Certification	Year/Status	Institution/State
BSN	1993	University of Wyoming
RN – #9215255	2004	State of Wyoming
SMQT	2004	Centers for Medicare Services (CMS)

Relevant Experience

Becky Cummings meets the requirements for this position because she has approximately 6 years experience as a surveyor of Long Term Care (nursing home, domiciliary and adult day care) facilities, is SMQT certified, and routinely handles informal dispute resolutions (IDR).and has extensive knowledge and understanding of long-term care regulations.

Since 2007, Ms. Cummings has provided well-documented findings, trained surveying teams, and helped select of new survey team members. Her skills and expertise include data collection, data analysis, assessing facility compliance with state and federal regulations, and developing comprehensive reports and her depth of knowledge of the Federal and State long Term Care regulation is extensive. As team lead for the Department of Veterans Affairs (VA) State Home Onsite Survey project, Ms. Cummings:

- Leads team of surveyors, oversee survey progress, and coordinate meetings.
- Conducts nationwide Federal comparative surveys in long-term care facilities for the Center's for Medicare and Medicaid Services (CMS).
- Assesses facilities for compliance with Federal regulations in long-term care facilities.
- Performs team lead responsibilities, which include coordination of the survey, assign survey tasks to team members and coordinate deficiency documentation.
- Reviews and examine complaints relative to quality care.
- Completes relicensure/recertification surveys.
- Evaluates statement of deficiencies and allegations of noncompliance.
- Helps determine compliance/noncompliance.
- Assists in developing IDR.

Ms. Cummings prior employment entailed the following:

- Supervised the nursing staff of a 165-bed, long-term care facility
- Initiated C.N.A in house training program, which expanded to include students from community and other health care institutions.
- Collaborated with Community College to provided post clinical setting for nursing students and post clinical training specific for geriatric patients.
- Implemented C.N.A mentor program designed to reduce turnover rate and improve staff morale.
- Applied systems analysis to falls throughout the facility and monitored potential areas of risk and constantly reevaluating resident's care plans in this area.
- Applied survey process guidelines to assess compliance with Federal regulations in long-term care facilities.
- Participation in activities such as investigation of complaints and incidents concerning facilities or individuals; routine surveillance activities.

Employment History

Organization	Position	Start Date	End Date
Ascellon Corporation	Surveyor/Team lead	2007	Current
Joint Commission Resources	Federal Contract Surveyor	2005	2007
Florida Agency of Healthcare Administration	Registered Nurse Specialist	2005	2005
Avante at Jacksonville Beach	Director of Nursing	2004	2005
Sheridan Manor	Director of Nursing	1993	2004

Darlene Ellis, RN

Project Position		
Proposed Role	Employment Status	Estimate of Availability
Reviewer	Employee	100%

Education/Certification		
Degree, License, Certification	Year/Status	Institution/State
ADN	1994	Midway College
RN – #1075542	1994/Current	State of Kentucky
Life Safety Code	Current	Centers for Medicare Services (CMS)
Nurse Consultant Inspector - LTC	Current	CMS
ICF/MR	Current	CMS
SMQT	2000	CMS

Relevant Experience

Darlene Ellis meets the requirements for this position; she has more than 10 years of experience working as a surveyor/inspector of Long Term Care (nursing home, domiciliary and adult day care) facilities. She is SMQT certified, and routinely handles informal dispute resolutions (IDR). She has also participated in relicensure/recertification surveys of Long Term Care (LTC) facilities and VA state nursing homes. She has extensive knowledge and understanding of LTC regulations. Her survey experience includes complaint investigation, data collection and analysis, reporting and reviewing statement of deficiencies and allegations of compliance.

Ms. Ellis has also assisted field staff in the determination of compliance/noncompliance and writing statements of deficiencies. She has also acted as training coordinator for new surveyors. With her in-depth knowledge of both FOSS and ASPEN, Ms. Ellis has reviewed comparative surveys for quality assurance.

Since 2009, Ms. Ellis has worked for Ascellon as a Lead Surveyor. In that capacity, she:

- Completes comparative Department of Veterans Affairs (VA) State Home Onsite Surveys to ensure federally certified facilities adhere to Federal regulations.
- Conducts follow-up, revisits, complaints or special investigations or monitoring reviews.
- Assists in developing, writing, and testing the survey process and providing recommendations for improvement.
- Performs activities such as investigation of complaints and incidents concerning facilities or individuals and routine surveillance.

- Coordinates the surveillance and regulation of health care providers to ensure that care provided meets professional standards of practice and complies with State and Federal Statutes and regulations.
- Participates in all levels of relicensure/recertification surveys, review statement of deficiencies, allegations of compliance.
- Assists the field staff in the determination of compliance/noncompliance and writing statements of deficiencies.
- Assists team in handling IDR.

During her prior employment, Ms. Ellis:

- Revise and implement policies and procedures.
- Assist with implementation of Minimum Data Set (MDS) submittals, reimbursement to ensure facility adhered to all state and federal regulations.
- Help develop and implement care plans, and any task that will enhance the quality of life for the residents.
- Ensured facility and staff adhered to all state and federal regulations.
- Reviewed statements of deficiencies and investigated allegations of noncompliance.
- Corresponded with CMS related to statement of deficiencies, allegations of compliance, timeframes and penalties as indicated.
- Reviewed Quality Standards for all levels of care.

Employment History

Organization	Position	Start Date	End Date
Ascellon Corporation	Surveyor II	2009	Present
Heritage Hall Health Care Facility	Director of Nursing	2008	2009
Office of the General Cabinet for Health and Family Services	Nurse Consultant Inspector	1998	2008
Bashford East Nursing and Rehabilitation	Director of Nursing	1999	1999
Bradford Square Nursing and Rehabilitation	Nursing Supervisor/ Director of Nursing	1995	1998
St. Joseph Hospital	Staff Nurse	1994	1995

Marsha Morris, RN

Project Position		
Proposed Role	Employment Status	Estimate of Availability
Reviewer	Employee	100%

Education/Certification		
Degree, License, Certification	Year/Status	Institution/State
BSN	1975	Creighton University
RN – #RN30087	1975/Current	State of Maryland
SMQT	2007	Centers for Medicare and Medicaid Services

Relevant Experience

Marsha Morris meets the requirements for this position because she has more than 5 years experience as a surveyor of Long Term Care (nursing home, domiciliary and adult day care) facilities, is SMQT certified, and routinely handles informal dispute resolutions (IDR). Ms. Morris has extensive knowledge and understanding of the long-term care (LTC) regulations.

In addition, she has been involved in improving the survey process, developing national protocols for nursing home certifications, developing survey procedures and policies for all federal nursing home surveyors, and training federal surveyors, managers and state agency personnel. As team lead for the Department of Veterans Affairs State Home Onsite Survey project, she successfully performs the following tasks:

- Mentors and supervises surveying team, and participates directly in surveys, investigations and regulatory activities.
- Visits VA nursing home facilities around the country to perform surveys and report findings.
- Conducts follow-up/revisits, complaint, and special investigations as well as perform monitoring reviews and crisis reviews.
- Assists in developing, writing, and testing the survey process and providing recommendations for improvement.
- Conducts oversight surveys of long-term care providers, and substantiate findings through documentation, allegations of non-compliance by beneficiaries, family members or private individuals.
- Manages interpretive guidelines and regulations panel, oversees team's progress, and coordinate meetings.
- Prepares clear concise reports in regards to VA nursing home survey findings and enters the reports into ASPEN.

- Performs follow-up visits, complaints, and/or special investigations or monitoring reviews.
- Coordinates the surveillance and regulation of health care providers to ensure that care provided meets professional standards of practice and complies with State and Federal Statutes and regulations.
- Researches and investigates complaints and incidents concerning facilities or individuals, and performs relicensure/recertification surveys.
- Responds to crises and performs routine surveillance activities.
- Assists in developing IDR.
- Reviews and assesses statement of deficiencies, allegations of compliance.

During her prior employment, Ms. Morris:

- Worked as a LPN Coordinator/RN Charge Nurse, RN Shift Supervisor and Interim Director of Nursing.
- Responsible for staff recruitment and retention.
- Performed monthly clinic audits to ensure adherence to JCAHO and OSHA regulations; and developed corrective actions for deficient practices identified (CQI Continuous Quality Improvement).
- Reviewed facilities' plans of corrections to ensure the correction had been written according to guidelines for corrections. Also issued letters of acceptances for facilities plan of correction.
- Developed facility HIV+ and Medicare unit; able to maintain 95-100% occupancy rate.
- Evaluated and assessed residents for appropriate admission to the facility.
- Developed facility's Wound Care Management Program; able decrease the number of facility acquired pressure ulcers by 70% within 8 month period.
- Assisted DNS in training facility staff on the survey process and federal regulations; able to bring facility out on going jeopardy cases within 18 months, facility deficiency free.
- Responsible for investigating complaints and grievances; and if necessary notify the State Regulatory Agency.
- Participated in Quality Assurance meetings in developing and implementing appropriate plan of action to correct identified deficiencies.

Employment History

Organization	Position	Start Date	End Date
Ascillon Corporation	Surveyor/Team lead	2007	Current
HCR-Manorcare	Quality Regulatory Consultant	2008	2009
The Uni-Ter Group	Risk Management Consultant	2004	2008
Chulio Hills Health and Rehab Center	Director of Nursing	2003	2004

Organization	Position	Start Date	End Date
Nurse Now	Staff Nurse	2001	2004
Office of Regulatory Services DHR	Nurse Surveyor	2001	2003
Emory Occupational Health Clinic	Clinic Manager	1998	2000
Emory/Cigna Healthcare	Lead Nurse	1996	1998
Grady Health Systems	Assistant Director of Nursing	1992	1995

Debbie Marsden, RN

Project Position		
Proposed Role	Employment Status	Estimate of Availability
Reviewer	Employee	100%

Education/Certification		
Degree, License, Certification	Year/Status	Institution/State
ASN	1995	Jefferson Community College (University of Kentucky)
Nursing Diploma	1985	Spencerian College
RN – #1079381	Current	State of Maryland
SMQT	2001	Centers for Medicare and Medicaid Services
(QMRP) CMS	2004	Centers for Medicare and Medicaid Services
LSC	2005	CMS Life Safety Code

Relevant Experience

Debbie Marsden meets the requirements for this position because she has more than 5 years experience as a surveyor of Long Term Care (nursing home, domiciliary and adult day care) facilities, is SMQT certified, and routinely handles informal dispute resolutions (IDR). She is federally certified to conduct healthcare related surveys in Veterans State nursing homes and Long Term Care (LTC) facilities and has extensive knowledge and understanding of long-term care regulations. Her skill sets include data collection, data analysis, and reporting. Ms. Marsden has been responsible for assessing facility compliance with state and federal regulations. Since 2007, she performs the following tasks for Ascellon:

- Leads the surveying team that conducts annual, complaint and follow-up surveys for State nursing home on behalf of the Department of Veterans Affairs (VA).
- Gathers facilities' record of compliance to prepare the team for the survey.
- Coordinates off-site meetings with team for survey assignments.
- Reviews Resident Clinical Records, Minimum Data Set (MDS), Care plans, Medication administration, Observation of Wound and treatments, Meal service, Group and Individual, Family interviews.
- Coordinates Task 6 to determine the facility's compliance or non-compliance with VA Standards.
- Surveys the different levels of care, Nursing Home, Domiciliary and Adult Day Care.
- Conducts Life Safety Code survey for compliance with NFPA 2006 Regulations.

- Prepares final reports from all the team and inputting the data in a document for QA review and then completing the survey package.
- Reviews the Plan of Correction (POC) for acceptability with the team members.
- Notifies the VA-Co team leader if the Plan of Correction Coordinating the final package of the survey after receiving an acceptable.
- Performs relicensure/recertification surveys.
- Reviews and write statement of deficiencies.
- Researches allegations of noncompliance.
- Helps field staff in the determining compliance/noncompliance.
- Assists team in handling IDR.

During her prior employment, Ms. Marsden:

- Worked as a LPN Coordinator/RN Charge Nurse, RN Shift Supervisor and Interim Director of Nursing.
- Conducted Life Safety Code survey for compliance with NFPA 2000 Regulations.
- Surveyed different levels of care, Nursing Home, Personal care, ICF-MR, ESRD's and Hospitals.
- Conducted Life Safety Code survey for compliance with NFPA 2000 Regulations.
- Review Resident Clinical Records, Minimum Data Set (MDS), Care plans, Medication administration, Observation of Wound and treatments, Meal service, Group and Individual, Family interviews.

Employment History

Organization	Position	Start Date	End Date
Ascellon Corporation	Surveyor/Team lead	2007	Current
HCR-Manorcare	Quality Regulatory Consultant	2008	2009
The Uni-Ter Group	Risk Management Consultant	2004	2008
Chulio Hills Health and Rehab Center	Director of Nursing	2003	2004
Nurse Now	Staff Nurse	2001	2004
Office of Regulatory Services DHR	Nurse Surveyor	2001	2003
Emory Occupational Health Clinic	Clinic Manager	1998	2000
Emory/Cigna Healthcare	Lead Nurse	1996	1998
Grady Health Systems	Assistant Director of Nursing	1992	1995