



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

State of West Virginia
 Request for Quotation
 34 - Service - Prof

Proc Folder: 36142

Doc Description: Addendum #2: Independent Informal Dispute Resolution Process

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2014-12-19	2014-12-30 13:30:00	CRFQ 0506 FLC150000001	3

BID RECEIVING LOCATION

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

VENDOR

Vendor Name, Address and Telephone Number:

MAXIMUS Federal Services , Inc.
 1891 Metro Center Drive
 Reston, Virginia 20190
 703-251-8500

12/24/14 10:19:36
 West Virginia Purchasing Division

FOR INFORMATION CONTACT THE BUYER

Robert Kilpatrick
 (304) 558-0067
 robert.p.kilpatrick@wv.gov

Signature X

FEIN # 20-2998066

DATE December 30, 2014

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

INVOICE TO		SHIP TO	
BUYER - 304-957-0209 HEALTH AND HUMAN RESOURCES OIG - OHFLAC 408 LEON SULLIVAN WAY CHARLESTON WV25301-1713 US		BUYER - 304-957-0209 HEALTH AND HUMAN RESOURCES OIG - OHFLAC 408 LEON SULLIVAN WAY CHARLESTON WV 25301-1713 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Informal Dispute Resolution Review, Item#1	10.00000	EA	\$455.00	\$4,550.00

Comm Code	Manufacturer	Specification	Model #
80122001			

Extended Description :

Informal Dispute Resolution review for long-term care facilities cited at Severity Level 1 or potential for no more than minimal harm, as defined by CMS.

INVOICE TO		SHIP TO	
BUYER - 304-957-0209 HEALTH AND HUMAN RESOURCES OIG - OHFLAC 408 LEON SULLIVAN WAY CHARLESTON WV25301-1713 US		BUYER - 304-957-0209 HEALTH AND HUMAN RESOURCES OIG - OHFLAC 408 LEON SULLIVAN WAY CHARLESTON WV 25301-1713 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Informal Dispute Resolution Review, Item#2	10.00000	EA	\$455.00	\$4,550.00

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	
BUYER - 304-957-0209 HEALTH AND HUMAN RESOURCES OIG - OHFLAC 408 LEON SULLIVAN WAY CHARLESTON WV25301-1713 US		BUYER - 304-957-0209 HEALTH AND HUMAN RESOURCES OIG - OHFLAC 408 LEON SULLIVAN WAY CHARLESTON WV 25301-1713 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Informal Dispute Resolution Review, Item#3	10.00000	EA	\$615.00	\$6,150.00

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	
BUYER - 304-957-0209		BUYER - 304-957-0209	
HEALTH AND HUMAN RESOURCES		HEALTH AND HUMAN RESOURCES	
OIG - OHFLAC		OIG - OHFLAC	
408 LEON SULLIVAN WAY		408 LEON SULLIVAN WAY	
CHARLESTON	WV25301-1713	CHARLESTON	WV 25301-1713
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Informal Dispute Resolution Review, Item#4	15.00000	EA	\$745.00	\$11,175.00

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	
BUYER - 304-957-0209		BUYER - 304-957-0209	
HEALTH AND HUMAN RESOURCES		HEALTH AND HUMAN RESOURCES	
OIG - OHFLAC		OIG - OHFLAC	
408 LEON SULLIVAN WAY		408 LEON SULLIVAN WAY	
CHARLESTON	WV25301-1713	CHARLESTON	WV 25301-1713
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Informal Dispute Resolution Review, Item#5	10.00000	EA	\$825.00	\$8,250.00

Comm Code	Manufacturer	Specification	Model #
80122001			

Extended Description :

Informal Dispute Resolution Review for ALL facilities cited at immediate jeopardy, as defined by CMS or State Regulations for programs regulated by OHFLAC

INVOICE TO		SHIP TO	
BUYER - 304-957-0209 HEALTH AND HUMAN RESOURCES OIG - OHFLAC 408 LEON SULLIVAN WAY CHARLESTON WV25301-1713 US		BUYER - 304-957-0209 HEALTH AND HUMAN RESOURCES OIG - OHFLAC 408 LEON SULLIVAN WAY CHARLESTON WV 25301-1713 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Informal Dispute Resolution Review, Item#6	15.00000	EA	\$455.00	\$6,825.00

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	
BUYER - 304-957-0209 HEALTH AND HUMAN RESOURCES OIG - OHFLAC 408 LEON SULLIVAN WAY CHARLESTON WV25301-1713 US		BUYER - 304-957-0209 HEALTH AND HUMAN RESOURCES OIG - OHFLAC 408 LEON SULLIVAN WAY CHARLESTON WV 25301-1713 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	Informal Dispute Resolution Review, Item#7	40.00000	EA	\$455.00	\$18,200.00

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 invoking state penalties.

INVOICE TO		SHIP TO	
BUYER - 304-957-0209 HEALTH AND HUMAN RESOURCES OIG - OHFLAC 408 LEON SULLIVAN WAY CHARLESTON WV25301-1713 US		BUYER - 304-957-0209 HEALTH AND HUMAN RESOURCES OIG - OHFLAC 408 LEON SULLIVAN WAY CHARLESTON WV 25301-1713 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	Informal Dispute Resolution Review, Item#8	20.00000	EA	\$600.00	\$12,000.00

Comm Code	Manufacturer	Specification	Model #
80122001			

Extended Description :

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

INVOICE TO		SHIP TO	
BUYER - 304-957-0209		BUYER - 304-957-0209	
HEALTH AND HUMAN RESOURCES		HEALTH AND HUMAN RESOURCES	
OIG - OHFLAC		OIG - OHFLAC	
408 LEON SULLIVAN WAY		408 LEON SULLIVAN WAY	
CHARLESTON	WV25301-1713	CHARLESTON	WV 25301-1713
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
9	Additional fees for telephonic review, Item#9	30.00000	EA	\$800.00	\$24,000.00

Comm Code	Manufacturer	Specification	Model #
80122001			

Extended Description :

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

INVOICE TO		SHIP TO	
BUYER - 304-957-0209		BUYER - 304-957-0209	
HEALTH AND HUMAN RESOURCES		HEALTH AND HUMAN RESOURCES	
OIG - OHFLAC		OIG - OHFLAC	
408 LEON SULLIVAN WAY		408 LEON SULLIVAN WAY	
CHARLESTON	WV25301-1713	CHARLESTON	WV 25301-1713
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
10	DO NOT BID THIS LINE - NOT REQUIRED	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
80122001			

Extended Description :

DO NOT BID THIS LINE - NOT REQUIRED - SEE ADDENDUM #2

FLC150000001	Document Phase Final	Document Description Addendum #2: Independent Informal Dispute Resolution Process	Page 6 of 6
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

*The University of the State of New York
Education Department
Office of the Professions*

RÉGISTRATION CERTIFICATE

Do not accept a copy of this certificate

License Number: [REDACTED]

Certificate Number: 7949020



MOORE JOSEPH P
[REDACTED]

is registered to practice in New York State through 11/30/2015 as a(n)

REGISTERED PROFESSIONAL NURSE

LICENSEE/REGISTRANT

Suzanne Sullivan

EXECUTIVE SECRETARY

Jul. B. Z. G.
COMMISSIONER OF EDUCATION

D. E. Hill
DEPUTY COMMISSIONER
FOR THE PROFESSIONS

This document is valid only if it has not expired, name and address are correct, it has not been tampered with and is an original - not a copy. To verify that this registration certificate is valid or for more information please visit www.op.nysed.gov.

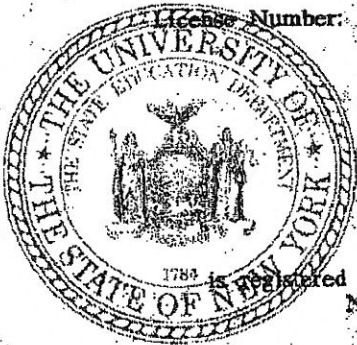
To: Licensee/Registrant

- ◆ Please review the Registration Certificate below to be sure the information on it is correct.
- ◆ If any of the information is not correct, please contact us at OPREGFEE@mail.nysed.gov or (518) 474-3817, Ext. 410.
- ◆ If the information is correct, sign above the Licensee/Registrant block and please destroy any previous Registration Certificates you may have, as certificates with incorrect information are not valid and should not be kept.
- ◆ Should your address or name change, please notify us as described on the reverse and a new certificate will be issued.

UPON RECEIPT OF THIS REGISTRATION CERTIFICATE YOUR PREVIOUSLY ISSUED REGISTRATION CERTIFICATE IS NULL AND VOID. PLEASE DESTROY THE PREVIOUSLY ISSUED REGISTRATION CERTIFICATE.

SEE BACK FOR IMPORTANT INFORMATION

The University of the State of New York
Education Department
Office of the Professions
REGISTRATION CERTIFICATE
Do not accept a copy of this certificate



License Number: [REDACTED]

Certificate Number: [REDACTED]

SANTELLI JEANINE SEGUIN
[REDACTED]

is registered to practice in New York State through 05/31/2015 as a(n)
NURSE PRACTITIONER IN ADULT HEALTH

LICENSEE/REGISTRANT

Barbara Zittel
EXECUTIVE SECRETARY

Julius G. P.
COMMISSIONER OF EDUCATION

Debra E. Kelly
DEPUTY COMMISSIONER
FOR THE PROFESSIONS

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04/10/2012 Tue 10:54 (printed 04/10/2012 Tue 11:04) / ID: #680774 / Page 2 of 2



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
12/05/2014

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 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. 1891 Metro Center Drive Reston VA 20190 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: National Union Fire Ins Co of Pittsburgh		19445
	INSURER B: Sentinel Insurance Company, Ltd		11000
	INSURER C: Hartford Fire Insurance Co.		19682
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES **CERTIFICATE NUMBER: 570056002197** **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, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	<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:			42 UEN ZW3578	05/01/2014	05/01/2015	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			42 UEN ZW3578	05/01/2014	05/01/2015	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION						EACH OCCURRENCE	
							AGGREGATE	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	
							E.L. DISEASE-EA EMPLOYEE	
							E.L. DISEASE-POLICY LIMIT	
A	E&O-PL-Primary			014247388 SIR applies per policy terms & conditions	08/01/2014	08/01/2015	Agg/Per Occ	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The West Virginia Purchasing Division, on behalf of the Agency, the 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 with independent review organizations to conduct an independent informal dispute resolution process.

CERTIFICATE HOLDER

CANCELLATION

Independent Informal Dispute Resolution
2019 Washington Street East
Charleston WV 25305 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.

Holder Identifier :

Certificate No : 570056002197



ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services, Inc. of Washington, D.C.		NAMED INSURED MAXIMUS Federal Services, Inc.	
POLICY NUMBER See Certificate Number: 570056002197			
CARRIER See Certificate Number: 570056002197	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

WORK COMP - AOS Underwriting Companies

WORKERS COMPENSATION - ALL OTHER STATES POLICY NO: 42WNMG3740 UNDERWRITING COMPANIES

HARTFORD ACCIDENT AND INDEMNITY COMPANY, 06-0383030, 10448
Alaska, Alabama, Arkansas, Arizona, California, Colorado, Connecticut, District of Columbia, Delaware, Florida, Georgia

HARTFORD CASUALTY INSURANCE COMPANY, 06-0294398, 14397
Hawaii

HARTFORD FIRE INSURANCE COMPANY, 06-0383750, 13269
Iowa, Idaho, Illinois

HARTFORD INSURANCE COMPANY OF THE MIDWEST, 06-1008026, 20605
Indiana, Kansas, Kentucky, Louisiana

HARTFORD INSURANCE COMPANY OF THE S/E, 06-1013048, 20621
Massachusetts

HARTFORD UNDERWRITERS INSURANCE COMPANY, 06-1222527, 10456
Maryland, Maine

PROPERTY/CASUALTY INSURANCE COMPANY OF HFTD., 06-1276326, 30147
Michigan, Minnesota, Missouri,

SENTINEL INSURANCE COMPANY, LIMITED, 15-52103, 13161
Mississippi

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

 - 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 person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must 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 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 in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are non-binding. Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: December 4, 2014 by 5:00pm EST

Submit Questions to: Robert P Kilpatrick, Senior Buyer
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)
Email: robert.p.kilpatrick@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: Robert P Kilpatrick, File 22

SOLICITATION NO.: CRFQ 0506 FLC150000001

BID OPENING DATE: December 17, 2014

BID OPENING TIME: 1:30pm EST

FAX NUMBER: 304-558-3970

In the event that Vendor is responding to a request for proposal, and chooses to respond in a manner other than by electronic submission through wvOASIS, the Vendor shall submit one original technical and one original cost proposal plus ~~na~~ convenience copies of each to the Purchasing Division at the address shown above. Additionally, if Vendor does not submit its bid through wvOASIS, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: (This only applies to CRFP)

Technical

Cost

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: **Wednesday, December 17, 2014, at 1:30pm EST**

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. **ALTERNATES:** 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.
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 only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.
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.

GENERAL TERMS AND CONDITIONS:

1. **CONTRACTUAL AGREEMENT:** Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid 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. **"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.
 - 2.3. **"Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.
 - 2.4. **"Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.
 - 2.5. **"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.
 - 2.6. **"Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
 - 2.7. **"State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
 - 2.8. **"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: This Contract becomes effective on Upon Award and extends for a period of one (1) year(s).

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 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. Renewal of this Contract is limited to two (2) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed 36 months in total. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

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, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional _____ successive one year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed _____ months in total. Automatic renewal of this Contract is prohibited.

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: See attached.

4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.
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 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. **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.
7. **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.
8. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

BID BOND: All Vendors shall furnish a 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 _____. The performance bond must be received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

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.

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.

INSURANCE: The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:

Commercial General Liability Insurance: In the amount of _____ or more.

Builders Risk Insurance: In an amount equal to 100% of the amount of the Contract.

Standard professional liability insurance.

The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

Verification of URAC certification (Specifications Section 3.1)

Verification of valid registered nurse/health profession (Spec. Section 3.2)

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

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

10. LITIGATION BOND: The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.

11. LIQUIDATED DAMAGES: Vendor shall pay liquidated damages in the amount of n/a for n/a.

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.

12. **ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Award Document, upon receipt.
13. **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.
14. **PAYMENT:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.
15. **TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
16. **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 § 148-1-7.16.2.
17. **TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
18. **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.
19. **COMPLIANCE:** 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 law.
20. **PREVAILING WAGE:** On any contract for the construction of a public improvement, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established by the West Virginia Division of Labor under West Virginia Code §§ 21-5A-1 et seq. and available at <http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx>. Vendor shall be responsible for ensuring compliance with

prevailing wage requirements and determining when prevailing wage requirements are applicable. The required contract provisions contained in West Virginia Code of State Rules § 42-7-3 are specifically incorporated herein by reference.

21. **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.
22. **MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.
23. **WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
24. **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.
25. **ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, 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. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
26. **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.
27. **STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
28. **BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

29. 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>.

30. DISCLOSURE: Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code §§ 29B-1-1 et seq. and the competitive bidding laws found West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. A legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED. Additionally, pricing or cost information will not be considered exempt from disclosure and requests to withhold publication of pricing or cost information WILL NOT BE HONORED.

Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

31. LICENSING: In accordance with West Virginia Code of State Rules §148-1-6.1.7, 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. 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.

32. 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.

33. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

34. PURCHASING CARD ACCEPTANCE: The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

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, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
- 39. 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.
- 40. 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.requisitions@wv.gov.

41. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision.

The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

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

42. 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. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. 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

- d. 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.

43. 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.

CERTIFICATION AND SIGNATURE PAGE

By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained 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.

MAXIMUS Federal Services, Inc.
(Company)

 Thomas C. Naughton, Sr. Vice President
(Authorized Signature) (Representative Name, Title)

703-251-8545 Fax: 251-8240 December 16, 2014
(Phone Number) (Fax Number) (Date)

REQUEST FOR QUOTATION
Informal Dispute Resolution
CRFQ 0506 FLC150000001

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division, on behalf of the Agency, the 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 with independent review organizations to conduct an independent informal dispute resolution process. The process could be used for licensed and/or certified long-term care facilities, behavioral health facilities, Intermediate Care Facilities for Individuals with Intellectual Disabilities, home health agencies or any other facility licensed or certified by OHFLAC. The independent dispute resolution process may be used by a facility to contest a citation issued by an OHFLAC program for a deficient practice, pursuant, but not limited, article 5C of chapter 16 and article 1A of chapter 27, the West Virginia State Code or pursuant to federal law, as being contrary to law or unwarranted by the facts or both.

2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1. **“Contract Services”** means an independent informal dispute resolution process.
 - 2.2. **“Pricing Page”** means the pages, contained in or downloaded from WVOasis, upon which Vendor should list its proposed prices for the Contract Services.
 - 2.3. **“RFQ” or “Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
 - 2.4. **“Facility”** refers to the licensed nursing home and/or Medicare and/or Medicaid certified nursing facility, a behavioral health facility, Intermediate Care Facilities for Individuals with Intellectual Disabilities, Home Health Agency and/or any facility surveyed by OHFLAC.
 - 2.5. **“Director”** shall refer to the director of the Office of Health Facility Licensure and Certification.
 - 2.6. **“Immediate jeopardy”** refers to a situation in which the facility’s noncompliance with one or more requirements of participation has caused, or is likely to cause, serious injury, harm, impairment, or death to a resident, patient, or consumer.
 - 2.7. **“Condition level deficiency”** refers to a citation issued in which the facility is not in substantial compliance with the conditions of participation within the Medicare program.
 - 2.8. **“Standard level deficiency”** refers to a citation not in violation of the conditions of participation within the Medicare program or a citation within state regulations.

REQUEST FOR QUOTATION
Informal Dispute Resolution
CRFQ 0506 FLC150000001

2.9. “Vendor” refers to the independent review organization(s) awarded a contract as a result of this solicitation.

3. QUALIFICATIONS: Vendor shall have the following minimum qualifications:

3.1. The independent review organization shall be accredited by the Utilization Review Accreditation Commission.

3.2. The independent review organization must employ at a minimum one (1) 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 other facility type regulations regulated by OHFLAC, i.e. Behavioral Health, Intermediate Care Facilities for Individuals with Intellectual and/or Developmental Disabilities (ICF/IID), home health, opioid treatment centers, assisted living, life safety 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.

3.3. For a reviewer to demonstrate extensive knowledge and understanding of regulations, the reviewer must have worked as a surveyor of health care facilities or for a state or federal survey agency for at least five (5) years. Resumes demonstrating this requirement being met for all individuals employed by the vendor who will be involved in the review process should be provided with the bid, and must be provided (to the Agency, after Contract award) for any reviewer the Vendor intends to utilize to perform Contract Services.

3.4. Prior to utilizing individuals formerly employed by OHFLAC as reviewers, the independent review organization must verify with the director that the individual left in good standing and that their employment 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.

3.5. The independent review organization must have standard professional liability insurance.

4. MANDATORY REQUIREMENTS: Mandatory Contract Services Requirements and Deliverables:

4.1. Contract Services for the independent informal dispute resolution process shall consist of, and must meet or exceed, the following:

REQUEST FOR QUOTATION
Informal Dispute Resolution
CRFQ 0506 FLC150000001

- A. Within ten (10) 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. Prior to the conference, the facility may submit additional information. If the review involves a resident of a nursing home, 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.
- B. Due to the informal nature of the dispute resolution conference, the parties shall appear *pro se*, i.e., without the assistance of a lawyer.
- C. The manner in which the independent informal dispute resolution conference is held is at the discretion of the facility, but is limited to:
- i. A desk review of written information submitted by the facility; or
 - ii. A telephonic conference; or
 - iii. Face-to-face conference held at the facility or a mutually agreed upon location. If a face-to-face conference is selected, the provider/facility will be responsible for any additional charges and/or fees as a result of the request, including all travel expenses.
- D. 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 from the director and the facility.
- E. Within ten (10) 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 being 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 jeopardy; and any comments submitted by the residents or their representatives and the Ombudsman, if applicable.
- Note:** The State Operations Manual provided by the Centers for Medicare and Medicaid Services (CMS) states the informal dispute resolution process cannot be used to challenge the severity assessment of a deficiency at the level that constitutes substandard quality of care or immediate jeopardy.
- F. 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

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certification deficiencies that were individually reviewed for each facility requesting an informal dispute resolution process, and the results of each review.

- G. Any additional costs associated with a face-to-face conference will be borne by 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, including any travel fees for the facility and/or the independent review organization.
- H. OHFLAC's Duties and Responsibilities
1. No later than ten (10) working days following the last day of the survey or inspection, or no later than twenty (20) 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.
 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.
 3. Within five (5) 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 the independent review organization awarded the first (or lowest bid) contract. The independent review organization with the First Awarded Contract will have twenty-four (24) hours from the director's referral to either acknowledge their immediate ability to complete the Contract Service, or to provide a waiver which allows the director to refer the request to the independent review organization with the Second Awarded Contract. The next independent review organization has, then, a similar twenty-four (24) hours to respond with acceptance, or waive to the independent review organization with the Third Awarded Contract. Reviews will be assigned on a rotating basis, beginning with the First Awarded Contract.
 4. Upon acknowledgment of acceptance of the independent informal dispute resolution review, the independent review organization shall complete the review.
 5. Upon receipt of the written decision by the independent review organization, the director shall review the results and their rationale.
 - a) If the director disagrees with the determination, the director may reject 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 (10) calendar days of receiving the independent review organization's determination.

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- b) If the director accepts the determination, the director shall issue an order affirming the independent review organization's determination within fifteen (15) calendar days of receiving the independent review organization's determination.
- 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 (10) calendar days of the independent review organization's determination.

5. CONTRACT AWARD:

5.1 Contract Award: The Contract is intended to provide the Agency with a purchase price for the Contract Services. The Agency is required, by Code, to retain at least three independent review providers. Thus, contracts shall be awarded to the three lowest bidding, qualifying vendors. However, Agency reserves the right to award to more or less, based upon the number of bids received. The Vendor bidding the lowest total for all Items on the Pricing Page will be awarded the First Awarded Contract. The Vendor bidding the second lowest total for all Items on the Pricing Page will be awarded the Second Awarded Contract, and so on, with each contract being assigned an alphabetical suffix to indicate its priority in the order.

5.2 Requests for independent informal dispute resolutions shall be assigned to the approved vendors on a priority basis. When the Agency requires the services, they will notify the Vendor holding the First Awarded Contract (by the means of their choosing: mail, email, fax, etc). The First Awarded Contract Vendor shall have one (1) full business day to respond (in writing, by fax or email) with either their confirmation of capability to perform the services, or their waiver of their first of first refusal. Failure to respond to the Agency by the deadline will serve as the Agency's waiver to proceed to the next priority Vendor. The Second Awarded Contract will be afforded the same contact, and shall be required to respond in the same manner, one (1) full business day; and, so on, through all vendors awarded a Contract based on this solicitation. The Agency strongly prefers that vendors who are unable to provide the services provide the Continuous waivers or unresponsiveness by an awarded Vendor may result in cancellation of the Contract. Again, it is the intent of the Agency to have at least three Contracts which cover all of the specified Contract Services.

5.3 Pricing Page: Vendor should complete the Pricing Page attached to this document. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in the Vendor's bid being disqualified.

5.3.1 Vendors shall provide lump-sum, all-inclusive Unit Prices on the Pricing Pages, as follows:

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ITEM#1: Provide Unit Price for resolving a dispute regarding long-term care facilities cited at Severity Level I or potential for no more than minimal harm, as defined by CMS.

ITEM#2: Provide Unit Price for resolving a dispute 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.

ITEM#3: Provide Unit Price for resolving a dispute for long-term care facilities cited at Severity Level II with a finding of substandard quality of care, as defined by CMS.

ITEM#4: Provide Unit Price for resolving a dispute for long-term care facilities cited at Severity Level III or actual harm, as defined by CMS.

ITEM #5: Provide Unit Price for resolving a dispute for ALL facilities cited at immediate jeopardy, as defined by CMS or State Regulations for programs regulated by OHFLAC.

ITEM #6: Provide Unit Price for resolving a dispute for a Condition Level Deficiency as defined by CMS. (Not an Immediate Jeopardy)

ITEM#7: Provide Unit Price for resolving a dispute regarding a Standard Level deficiency as defined by CMS or State Regulations for programs regulated by OHFLAC and not invoking state penalties.

ITEM#8: Provide Unit Price for resolving a Standard Level as defined by State Regulations for programs regulated by OHFLAC and invoking state penalties

ITEM#9: Provide Unit Price for the additional fee (upcharge) for conducting a telephone review.

ITEM#10: NO ADDITIONAL CHARGES ARE TO BE BID OR BILLED TO THE AGENCY by the vendor for conducting face-to-face reviews. **Note:** Any travel and other costs associated with face-to-face review will be borne by the provider/facility. The Vendor would have to enter into a separate agreement with the facility to assess these fees. The charge to the state agency by the Vendor performing face-to-face reviews at the request of a facility must be billed at the price bid for ITEMS #1 through #9 only.

Quantities listed on the Pricing Pages are estimates only, used solely for the evaluation of bids in determining award. Actual quantities ordered for delivery by the Agency may vary.

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Notwithstanding the foregoing, the DOA Purchasing Division may correct errors as it deems appropriate. Vendor should type or electronically enter the information into the Pricing Page to prevent errors in the evaluation.

6. **PERFORMANCE:** Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Agency. In the event that this Contract is designated as an open-end contract, Vendor shall perform in accordance with the release orders that may be issued against this Contract.
7. **PAYMENT:** Agency shall pay a lump sum per deficiency as shown on the 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. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

Vendor's invoice should clearly itemize which bid Items are being charged.

8. **TRAVEL:** Vendor shall be responsible for all mileage and travel costs, including travel time, lodging, meals, etc. associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the lump sum fee listed on Vendor's bid, but such costs will not be paid by the Agency separately.

9. VENDOR DEFAULT:

9.1. The following shall be considered a Vendor default under this Contract.

9.1.1. Failure to perform Contract Services in accordance with the requirements contained herein.

9.1.2. Failure to comply with other specifications and requirements contained herein.

9.1.3. Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

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9.1.4. Failure to remedy deficient performance upon request.

9.2. The following remedies shall be available to Agency upon default.

9.2.1. Cancellation of the Contract.

9.2.2. Any other remedies available in law or equity.

10. MISCELLANEOUS:

10.1. Contract Manager: During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: Andrew Iserson
Telephone Number: 585-348-3111
Fax Number: 585-425-5296
Email Address: andrewiserson@maximus.com

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: FLC150000001

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 checked="" 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.

Company



Authorized Signature

December 14, 2014

Date

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

Revised 6/8/2012

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: FLC150000001

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.

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Addendum Numbers Received:

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- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input checked="" 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.

Company



Authorized Signature

December 19, 2014

Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.
Revised 6/8/2012

STATE OF WEST VIRGINIA
Purchasing Division**PURCHASING AFFIDAVIT**

MANDATE: 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.

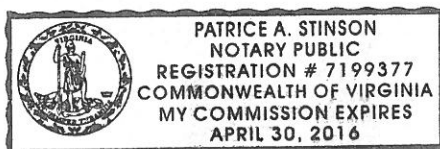
DEFINITIONS:

"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 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.Authorized Signature: *[Signature]* Date: December 23, 2014State of VirginiaCounty of FAUFA, to-wit:Taken, subscribed, and sworn to before me this 23 day of December, 2014.My Commission expires 4/30, 2016.**AFFIX SEAL HERE**NOTARY PUBLIC *[Signature]*

State of West Virginia

VENDOR PREFERENCE CERTIFICATE

Certification and application* is hereby made for Preference in accordance with **West Virginia Code**, §5A-3-37. (Does not apply to construction contracts). **West Virginia Code**, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the **West Virginia Code**. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Vendor Preference, if applicable.

1. **Application is made for 2.5% vendor preference for the reason checked:**
 Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,
 Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,
 Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; **or**,
2. **Application is made for 2.5% vendor preference for the reason checked:**
 Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,
3. **Application is made for 2.5% vendor preference for the reason checked:**
 Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,
4. **Application is made for 5% vendor preference for the reason checked:**
 Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; **or**,
5. **Application is made for 3.5% vendor preference who is a veteran for the reason checked:**
 Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; **or**,
6. **Application is made for 3.5% vendor preference who is a veteran for the reason checked:**
 Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.
7. **Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules.**
 Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: MAXIMUS Federal Services, Inc.

Signed: 

Date: December 16, 2014

Title: Senior Vice President



December 30, 2014

Robert Kilpatrick
Department of Administration
Purchasing Division
2019 Washington Street, East
Charleston, WV 25305

Re: CRFQ 0506 FLC 150000001-Independent Informal Dispute Resolution Process

Dear Mr. Kilpatrick:

MAXIMUS Federal Services is pleased to submit to the Department of Administration (Department) our written response to the CRFQ 0506 FLC 150000001-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 Services. With more than 22 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.

MAXIMUS Federal Services acknowledges receiving Addenda 1 and 2. We have completed and attached signed copies of the Addendum Acknowledgement Form.

As the Vice President for Operations for MAXIMUS Federal Services, 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. I will serve as the point of contact for any matters pertaining to our response and can be reached at:

MAXIMUS Federal Services, Inc.
1891 Metro Center Drive
Reston, Virginia 20190
Phone: (703) 251-8545
Fax: (703) 251-8240
Email: thomasnaughton@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

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3. Qualifications

As emphasized through this bid, MAXIMUS Federal has successfully implemented complex medical and dispute resolution review programs for more than 50 federal and state agencies, including IIDR programs in West Virginia, Illinois, Indiana, and Arizona. We are committed to applying our knowledge gleaned from our work as the IIDR 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 IIDR program. In addition to our in-depth understanding of the operation and nuances of the IIDR program, we can offer West Virginia the same proven staff operating our West Virginia IIDR program since its inception in February of 2012. Our staff is expert in applying ACA, Medicare State Operations Manual (SOM), and Medicare and Medicaid IIDR rules and regulations. Our overall experience in state and federal government IIDR programs sets us far apart from the competition and will allow us to continue to operate a best in class program in collaboration with the Department of Administration (Department).


RFP Section 3 (3.1-3.5)

Vendor shall have the following minimum qualifications:

MAXIMUS Federal can offer the Department a wealth of IIDR and dispute resolution-related experience. We currently support more than 50 state and federal agencies providing dispute resolution and medical claim review services. As noted above we currently provide IIDR services for West Virginia, Illinois, Indiana, and Arizona. We have provided IIDR services in West Virginia since February of 2012.

Across these programs we have provided more than 50 IIDRs for these new programs. Across all of our other projects we have provided more than 2.5 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 IIDR 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 IIDR 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.

 **did you
KNOW**

MAXIMUS Federal ...:

- Provides IIDR for 4 states, including West Virginia, Illinois, Indiana, and Arizona
- Has nurses and reviewers certified in life safety code training and intimately familiar with 42 CFR §488.331 and §488.431(b)
- Provided more than 2.5 million dispute resolutions for more than 50 federal and state agencies
- 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 in excess of \$ two billion per year and currently employs more than 11,000 professionals worldwide. Our corporate office is located in Reston, Virginia. We have more than 270 offices across the United States, Canada, Australia, the United Kingdom, and Saudi Arabia.

As detailed in our proposal, MAXIMUS Federal brings unmatched experience and success in providing services to government health and human service agencies. As noted we currently provide IIDR services for West Virginia, Illinois, Indiana, and Arizona. We also provide independent medical review services to more than 50 state and federal regulatory agencies, serve as the CMS Qualified Independent Contractor (QIC) projects for Parts A, B, C, and D and the Office of Personnel Management (OPM).

Since 1989, we have completed more than 2.5 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 1,000 physicians, including psychiatrists, who represent every specialty recognized by the American Board of Medical Specialties (ABMS).

Company Location

MAXIMUS Federal's location is provided below:

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

3.1 Accreditation by Utilization Review Accreditation Commission

RFP Section 3.1

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

On June 1, 2000, MAXIMUS Federal was granted full accreditation as an Independent Review Organization (IRO) by the URAC. In order to obtain accreditation from URAC, MAXIMUS Federal was required to establish that it met or exceeded URAC's IRO Standards. This process included establishing that MAXIMUS Federal has formal policies and procedures in place addressing such independent review areas as confidentiality, conflicts of interest, staff training and development, reviewer credentialing, and quality assurance. MAXIMUS Federal has since successfully undergone six re-accreditations and is currently accredited as an IRO by URAC through December 2016. Please see *Appendix A: URAC Accreditation* for the most recent copy of our URAC certificate.

3.2 Employ at a Minimum One (1) Reviewer

RFP Section 3.2

The independent review organization must employ at a minimum one (1) 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 other facility type regulations regulated by OHFLAC, i.e. Behavioral Health, Intermediate Care Facilities for Individuals with Intellectual and/or Developmental Disabilities (ICF/IID), home health, opioid treatment centers, assisted living, life safety 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.

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 of 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 of 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.

Joseph Moore, RN, MS, C-NE serves as our **Lead Quality Reviewer** for the West Virginia IIDR Project. Mr. Moore is a certified Nurse Executive with more than 30 years of experience. In addition to his role with MAXIMUS Federal, Mr. Moore is the Director of Nursing for a New York health care facility with 566 long term care (LTC) and rehabilitation beds and 39 acute care beds. Mr. Moore has extensive experience in plan of correction preparation, guidance in informal dispute resolution matters, federal LTC participation requirements, legal/expert witness testimony, and leadership training. For the West Virginia IIDR Project, Mr. Moore will ensure that all dispute resolution services are effectively and efficiently delivered.

Jeanine Santelli, PhD (Nursing) serves as a **Quality Reviewer** for the West Virginia IIDR Project. Ms. Santelli currently serves as a Professor and Nursing Chair for Nazareth College in Rochester New York and has more than 25 years of nursing experience in both clinical and academic settings.

Our Quality Reviewers, over the course of their careers, have completed thousands of dispute resolutions. As such, both of these 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
- 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.

Thomas Naughton, JD, LLM, Senior Vice President, will serve as **Engagement Director** for the Project. Mr. Naughton provides management, contract negotiations and compliance, and project quality assurance to ensure consistent application of all laws, regulations, policies, and procedures pertinent to the West Virginia IIDR Project.

Andrew Iseron, JD, PMP serves as the **Project Manager** for the Project. Mr. Iseron ensures that all informal dispute resolutions are effectively and efficiently delivered, and is responsible for oversight of our Quality Reviewers for this Project. Mr. Iseron will provide corporate oversight and support to the Project as needed. He has more than 20 years of experience in health care administration and regulatory compliance. Mr. Iseron reports directly to Mr. Naughton, Engagement Director.

Laura Church, MD, ABQAU serves as our **Medical Director** for the Project. As the Medical Director, Dr. Church 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. Church is actively involved in the recruitment and credentialing of new Clinical Reviewers. She assists in the selection of Clinical 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.

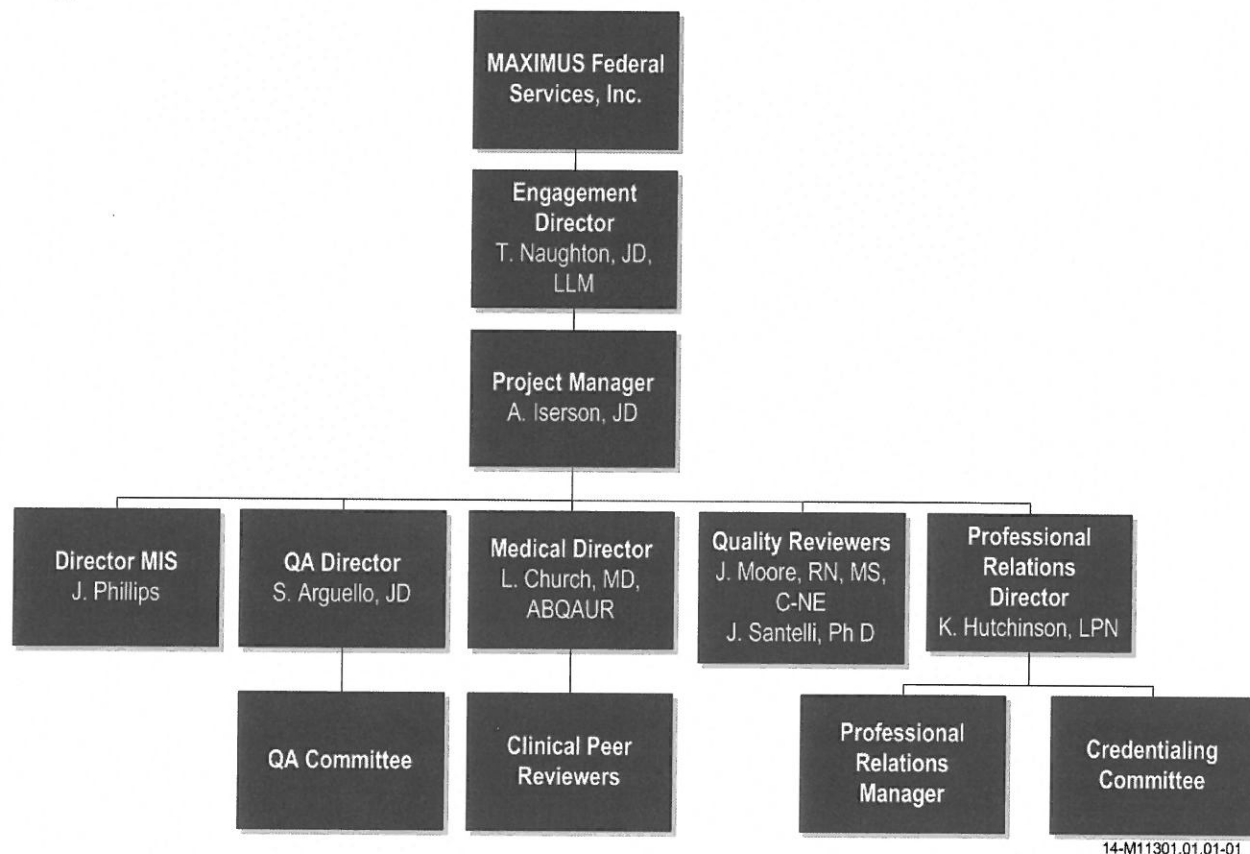
Kim Hutchinson, LPN serves as **the Director of Professional Relations**. As such, Ms. Hutchinson assists with Clinical Reviewer recruitment, credentialing, and training programs. Ms. Hutchinson manages a staff of Credentialing Coordinators who recruit and verify credentials for members of our consultant panel. The Department maintains all credential files, enforces confidentiality requirements, and supports on-call Clinical Reviewers to answer questions and resolve problems. Ms. Hutchinson assists with the timely assignment and completion of all independent reviews. She is also responsible for our Clinical Reviewer training program and assisted with the development and implementation of our Clinical Reviewer training website.

James Phillips serves as the **Director MIS** for the Project. Mr. Phillips is primarily responsible for the MAXIMUS Federal network administration and is the liaison with MAXIMUS Federal central office network support staff. He supervises and coordinates with hardware and software support vendors, designs and executes systems related to independent appeals case tracking and credentialing, and can design routine and ad hoc reports as required by OHFLAC. Mr. Phillips is available to consult with clients to ensure project-reporting requirements are met. Mr. Phillips has more than 25 years of

experience in health care data analysis and reporting. He has been responsible for all reports associated with large scale Medicare Projects and has assisted in the development of all our internal and external reporting dashboards.

Sue Arguello serves as **Director of Quality Assurance**. Ms. Arguello is responsible for identifying areas in which MAXIMUS Federal lacks effective Quality Assurance Standards. She works with MAXIMUS Federal 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. She also assists in the design and implementation of effective Quality Assurance Standards that will identify specific issues that require a corrective action, as well as Quality Assurance Audits that will provide independent verification of performance improvement reports. Ms. Arguello is an expert in ISO registration and is personally responsible for obtaining and maintaining all of our existing ISO registrations, as well as obtaining ISO registration for new projects. *Exhibit 3.2-1: West Virginia IIDR Project Organization Chart* illustrates our suggested staffing structure for the personnel discussed above.

Organizational Chart



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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.

3.3 Demonstrate Extensive Knowledge and Understanding of Regulations

RFP Section 3.3

For a reviewer to demonstrate extensive knowledge and understanding of regulations, the reviewer must have worked as a surveyor of health care facilities or for a state or federal survey agency for at least five (5) years. Resumes demonstrating this requirement being met for all individuals employed by the vendor who will be involved in the review process should be provided with the bid, and must be provided (to the Agency, after Contract award) for any reviewer the Vendor intends to utilize to perform Contract Services.

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

RFP Section 3.4

Prior to utilizing individuals formerly employed by OHFLAC as reviewers, the independent review organization must verify with the director that the individual left in good standing and that their employment 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.

We will not be utilizing individuals formerly employed by OHFLAC as reviewers. If that changes in the future, we will verify with the Director that the individual left in good standing and that their employment as a reviewer in the IIDR process would not present a conflict of interest. We understand that OHFLAC will determine whether a conflict of interest exists when an individual reviewer is a former employee of OHFLAC.

3.5 Standard Professional Liability Insurance

RFP Section 3.5

The independent review organization must have standard professional liability insurance.

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

Appendices, Forms, and Amendments

Documents provided in this tabbed section are listed below.

- Appendices
 - Appendix A: URAC Accreditation
 - Appendix B: Resumes
 - Appendix C: Licenses
 - Appendix D: Proof of Insurance
- Forms
 - Instructions to Vendors and General Conditions
 - Specifications
 - Purchasing Affidavit
 - Vendor Preference Certificate
 - Final CRFQ 0506 FLC150000001_3_CRFQ FORM
- Addendum Acknowledgment Forms
 - Addendum 1
 - Addendum 2

Appendix B: URAC Accreditation

Our commitment to quality is evidenced by the fact that we have obtained full accreditation from URAC as an independent review organization (IRO). URAC accreditation is the only nationally recognized independent review organization accreditation program. We have been accredited by URAC since accreditation became available in 2000 and are currently accredited through December 2016. Please see our URAC Certificate below for the most recent copy of our URAC Certificate.

Certificate Number: XE132402R - 628



Certificate of Full Accreditation

is awarded to
MAXIMUS Federal Services, Inc.
3750 Monroe Avenue, Suite 700
Pittsford, NY 14534

for compliance with
**Independent Review Organization: External Review
Accreditation Program**

pursuant to the
Independent Review Organization: External Review, Version 5.0

*Effective from the Sunday 1st of December of 2013 through the Thursday 1st of
December of 2016*

William Vandervennet
Chief Operating Officer

Susan DeMarino
Vice President of Accreditation Services



**ACCREDITED
INDEPENDENT REVIEW
ORGANIZATION:
EXTERNAL**

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.

URAC Certificate. MAXIMUS Federal is fully accredited as a URAC IRO through December 2016.

Appendix B: Resumes

Andrew Iserson, J.D., PMP <i>Project Manager</i>	2
Joseph P. Moore, RN, MS, C-NE <i>Lead Quality Reviewer</i>	4
Jeanne S. Santelli, Ph D (Nursing) <i>Quality Reviewer</i>	6

Andrew Iserson, J.D., PMP

Project Manager

EXPERIENCE

MAXIMUS Federal Services, Rochester, New York; 2005 – Present: Current Project Director for the nationwide COBRA Health Insurance Appeals Project, a multimillion federal contract awarded under the American Recovery and Reinvestment Act. Significant compliance/legal and overall budget and staff management responsibilities in a number of positions, including:

- Coordinate with Federal and State agency officials in the development and implementation of rules, guidance, and protocols applicable to COBRA health insurance appeals, including federal and state employment law, employee benefit and federal tax credit provisions
- Recruit/train/manage project staff under quality assurance and documented workflow standards
- Manage annual conflict of interest audit process, insure overall compliance with federally imposed and internal COI standards, and review employee conflict of interest forms and disclosures relating to financial, organizational, and familial representations
- Train and prepare staff for ISO quality certification audit and ongoing validation process, and regularly audit project activities against expected standards to achieve continuous project improvement
- Function as QIC Part A Privacy Officer providing guidance on FOIA and Privacy Act requests
- Principal author of management related quality procedures and documents, resulting in Medicare Part A ISO 9001:2008 registration
- Direct project employee relations activities, ensuring legal compliance and consistency
- Ambassador on behalf of the MAXIMUS Charitable Foundation
- Winner of MAXIMUS CEO Excellence Award for Project Management

West Publishing, Thomson Legal and Regulatory Co., Rochester, New York, Senior Attorney Editor; 2004 – 2005: A leading provider of integrated information solutions to business and professional markets, and a primary online and print legal research services for lawyers in the United States. Responsible for the commercial real estate and transactional line of publications, including:

- Provided legal interpretation to support the development of print and electronic publications
- Applied legal analysis, writing and research skills in connection with manuscript content provided by commercial real estate attorney authors
- Negotiated and updated author contracts, and consulted with authors regarding the content, style and format of material
- Handled multiple editorial functions in accordance with exacting standards of detail

Paychex, Inc., Rochester, New York, Compliance Services Manager; 1997 – 2003: One of the largest payroll and human resource service companies in the United States. Overall compliance responsibility for thousands of tax qualified retirement and welfare benefit plans, including:

- Insured the overall legal integrity of the 401(k) product, and by extension, the tax-qualified status of more than 20,000 client retirement plans
- Negotiated and reviewed contracts and confidentiality agreements with third party vendors, and structured settlement agreements to resolve client disputes
- Counseled clients on fiduciary duty and fundamental trust provision issues related to retirement plans

QUALIFICATIONS

- More than 20 years' experience in health care administration and regulatory compliance
- Extensive experience in applying Federal rules and regulations related to health care and managing complex health care projects

- Oversaw exponential growth in the development and rollout of expanded 401(k) defined contribution plan offerings
- Managed a team of compliance analysts and human service representatives
- Assessed tax and pension laws impacting 401(k) operation and nondiscrimination testing procedures
- Evaluated federal HIPAA requirements when they were introduced, and their impact on the administration of health insurance plans

Pension Benefit Guaranty Corporation, Washington, DC; ERISA and Labor Relations Counsel; 1992 – 1997:

Pension, bankruptcy, and employment law position at federal agency that protects the retirement income of more than 44 million American workers in more than 27,500 private-sector defined benefit plans, including:

- Evaluated plan termination issues, fiduciary duty requirements, and drafted proposed regulations in connection with single and multi-employer pension plan sponsors
- Represented PBGC in federal bankruptcy court and administrative proceedings
- Researched parent-subsidiary and brother-sister controlled group issues under the Internal Revenue Code and the application of such rules to defined benefit funding liability
- Handled all Freedom of Information Act appeals on behalf of the PBGC Office of the General Counsel and represented the agency in FOIA litigation proceedings
- Presented ethics training to staff and assisted the General Counsel on a wide range of internal employment and labor law issues impacting the union represented workforce
- Assisted cross agency initiative with the Department of Labor involving the selection of annuity providers and corresponding fiduciary responsibilities
- Reviewed corporate transactions involving spin-off of plan assets and liabilities, assessed IRS waiver requests, and negotiated security agreements

EDUCATION

J.D.; Washington University School of Law;
St Louis, Missouri
B.A.; Emory University; Atlanta, Georgia

PROFESSIONAL AFFILIATIONS

Licensed Attorney; New York and Illinois
New York State Bar Association (Health Law and
Employment Law Sections)
New York State Bar Committee on Fraud, Abuse and
Compliance
Certified ISO 9001:2008 Internal Auditor
Member, American Society for Quality
Member, Project Management Institute
Ambassador, MAXIMUS Charitable Foundation

Joseph P. Moore RN, MS, C-NE

Lead Quality Reviewer

EXPERIENCE

Certified Nurse Executive with more than thirty years of professional accomplishments. Highly effective in a broad range of administrative, planning, consultative, and community management roles. Recognized for ability to establish and maintain a high level of service delivery in a demanding and rapidly changing health care environment. Demonstrable skills in bringing about cost-sensitive, excellent quality, patient-centered care delivery to ensure continued competitiveness in the service area and region. Particularly effective with interpersonal communication and providing strong motivational leadership.

Since joining MAXIMUS, Mr. Moore has worked on the following projects:

Monroe Community Hospital, Rochester, New York; Director of Nursing (1/2000 – Present): Director of Nursing for a county health care facility with 566 long term care and rehabilitation beds as well as 39 acute care beds. Oversight accountability for additional departments including on-site pharmacy, respiratory therapy, infection control, staff education and quality improvement programs. Responsible for departmental operating budgets exceeding 55 million dollars annually. Honed skills in assessing operations, financials, and personnel as well as coordinating efforts of a willing team of professional associates.

MST Associates, LLC, Rochester, New York; Principal Partner (4/00 – Present): Founding member and clinical director with a health care consulting partnership. Services include “mock surveys”, plan of correction preparation, guidance in informal dispute resolution matters, legal/expert witness testimony, and leadership training.

Clinical/Private Duty Nursing (4/1988 – Present): Extensive clinical experience in varied settings; currently working primarily with home-bound pediatric and/or ventilator-dependent clients.

Prior to joining MAXIMUS, Mr. Moore has worked on the following projects:

New York State Department of Health, Office of Health Systems Management; Hospital Nursing Services Consultant (11/1985 - 1/2000): Conducted quality assurance surveys evaluating services within health care organizations to determine their compliance with state and federal regulations. Investigatory and testimonial experience concerning matters of abuse, neglect, and mistreatment. Certified as Federal LTC surveyor.

U.S. Naval Reserves (now retired); Captain /Commanding Officer (1990 – 2006)

Recent Past-President, Association of Administrative Nurses in Long Term Care; Member, Nursing Department Advisory Committee, Monroe Community College; Former faculty, Monroe Community College and at Buffalo General Hospital School of Nursing; Featured Speaker at conventions and events including New York State Health Facility Association’s Western NY group, Rochester Region’s Nursing Assistant Recognition luncheon sponsored by Lifespan, 40th Annual Meeting and Exposition of the American Assoc. of Homes and Services for the Aging and NYAHS Spring Institute. Faculty, CME audioconference “Managing Dementia in a Long Term Care Setting” sponsored by Pfizer and Eisai Inc. (9/03); Faculty, CME audioconference “Caring for Older Patients with Agitation & Psychosis” sponsored by Medical Communications Media (7/04); Faculty, “Resident Wandering & Elopement: Facts, Prevention & Protocol” sponsored by The Center to Promote Health Care Studies” (Spring 2006)

QUALIFICATIONS

- A nurse and attorney with more than 25 years of experience in the health insurance industry
- More than 20 years of clinical experience and 16 years of legal experience, including substantial work focused on medical and claims review and quality of care
- Assisted in timely and appropriate completion of thousands of clinical peer and other reviews addressing issues of medical necessity, experimental therapies, correct coding, and reimbursement.

EDUCATION

State University of New York at Buffalo
Master of Science in Adult Health Nursing, 9/85
Minor: Nursing Administration
GPA: 3.8
D'Youville College, Buffalo, New York
Bachelor of Science in Nursing, 5/79
Minor: Business

Jeanine Seguin Santelli, Ph D

Quality Reviewer

EXPERIENCE

Faculty Appointments

- Professor, Nursing Chair, Nazareth College, Rochester, New York, 2011
- Professor, Keuka College, Keuka Park, New York, 2008 – 2011
- Associate Vice President for Academic Programs, Keuka College, Keuka Park, New York, 2007 – 2010
- Assistant Professor, University of Rochester, Rochester, New York, 2006
- Preceptor for NP Student, University of Rochester, Rochester, New York, 2005
- Preceptor for NP Student, St. John Fisher College, Rochester, New York, 2005
- Lecturer, Nazareth College, Rochester, New York, 2004 – 2006
- Unpaid Leave of Absence, Keuka College, Keuka Park, New York, 2004 – 2005
- Nursing On-campus Coordinator, Keuka College, Keuka Park, New York, 2003 – 2004
- Associate Professor, Keuka College, Keuka Park, New York, 2000 – 2008
- NCLEX & SAT Review, Kaplan Educational Centers, Rochester, New York, 1997 – 1999
- Preceptor for NP Students, Syracuse University, Syracuse, New York, 1996 – 1997
- Assistant Professor, Keuka College, Keuka Park, New York, 1994 – 2000
- Adjunct Instructor, Keuka College, Keuka Park, New York, 1994
- Adjunct Associate Professor, Finger Lakes Community College, Canandaigua, New York, 1990 – 1995

QUALIFICATIONS

- More than 25 years of nursing experience in both clinical and academic settings

Other Employment

- Nurse Practitioner, Dr. Thomas, Gastroenterologist, Canandaigua, New York, 2009 – 2011
- Nursing Coordinator, Camp Whitman on Seneca Lake, Dresden, New York, 2007 – 2009
- Assistant Nursing Coordinator, Camp Whitman on Seneca Lake, Dresden, New York, 2005 – 2006, 2010
- Nurse Practitioner, Keuka College Student health Services, Keuka Park, New York, 2001 – 2007
- Camp Nurse, Camp Whitman on Seneca Lake, Dresden, New York, 1998, 2003 – 2009
- Medical Staff Support, Thompson Health System, Canandaigua, New York, 1997 – Present
- Community Health Nurse, Genesee Region Home Care, Newark, New York, 1997 – 1999
- Entrepreneur, S & S Catering, Keuka Park, New York, 1996 – 2009
- Nurse Practitioner, Canandaigua Medical Group, PC, Canandaigua, New York, 1995 – 1997
- Acute Care Evening Supervisor, Thompson Health System, Canandaigua, New York, 1989 – 1994
- Telemetry, M/S Charge Nurse, Thompson health System, Canandaigua, New York, 1988 – 1989
- ICU/CCU Charge Nurse, Myers Community Hospital, Sodus, New York, 1987 – 1988
- Med/Surg Charge Nurse, Myers Community Hospital, Sodus, New York, 1985 – 1987
- Med/Surg Staff Nurse, Myers Community Hospital, Sodus, New York, 1984 – 1985
- School Nurse, North Rose-Wolcott Schools, Wolcott, New York, 1984
- Staff Nurse, Burke Rehabilitation Center, White Plains, New York, 1983 - 1984

Special Appointments

- Assessment Consultant, Seton Hill University, Greensburg, Pennsylvania, 2010
- Portfolio Consultant, American Nurses Credentialing Center, Silver Spring, Maryland, 2006
- Specialist Consultant, MAXIMUS Federal Services, Victor, New York, 2006 – Present
- Executive Director, Genetic Nurses Credentialing Commission, Keuka Park, New York, 2006 – Present
- Research Consultant, Select Fabrications, Inc., Canandaigua, New York, 2001 – 2006

EDUCATION

Ph.D. in Nursing, Widener University, Chester, Pennsylvania, 2007. Dissertation: Seguin, J.T. A psychometric analysis of an instrument that tests genetic knowledge of advanced practice nurses in genetics (UMI No. 3253716)

M.S. in Adult Primary Care, Medical/Surgical Nursing and Teaching, Syracuse University, Syracuse, New York, 1988

B.S. in Nursing, Keuka College, Keuka Park, New York, 1983

Licensure: State of New York, RN-362786-1, Exp. 05/31/14; ANP-F301108-1, Exp. 05/31/15

Certification: ANCC-Adult Nurse Practitioner #0212575-21, Exp. 08/31/14; ANCC-Gerontologic Nurse Practitioner #0252168, Exp. 11/30/15

PROFESSIONAL AFFILIATIONS

Alpha Sigma Lambda, Chi Alpha Lambda Chapter, 2008 – Present

American Conference of Academic Deans, 2007 – Present

Committee on Institutional Cooperation, 2007 – Present

Finger Lakes Organization of Nurse Executives, 2006 – 2007, 2011

New York Organization of Nurse Executives, 2006 – 2007, 2011

American Academy of Nurse Practitioners, 2005 – 2007

National League of Nursing, 2000 – 2007

International society of Nurses in Genetics, Inc. (ISONG), 1999 – Present

Sigma Theta Tau, International, Omicron Chapter, 1988 – 2008

Upsilon Upsilon Chapter, 2008 – Present

Genesee Valley Nurses Association, 1985 – Present

New York State Nurses Association, 1985 – Present

American Nurses Association, 1985 – Present