



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

Request for Quotation

RFQ NUMBER
 FLC80505

PAGE
 1

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

RFQ COPY

TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

HEALTH AND HUMAN RESOURCES
 BPH - OHFLAC
 ONE DAVIS SQUARE, SUITE 101
 CHARLESTON, WV
 25301-1799 304-558-2026

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
01/04/2008				
BID OPENING DATE: 02/07/2008		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	YR		948-55		
OPEN-END BLANKET CONTRACT						
TESTING OF CANDIDATES FOR LONG TERM CARE NURSE AIDES						
<p>THE WVDHHR IS SEEKING BIDS FROM POTENTIAL VENDORS TO PERFORM THE EVALUATION OF ELIGIBLE CANDIDATES FOR LONG TERM CARE NURSE AIDES IN MEDICARE & MEDICAID CARE NURSING FACILITIES WITHIN THE STATE OF WEST VIRGINIA IN ACCORDANCE WITH THE OMNIBUS BUDGET RECONCILIATION ACT OF 1987 AND AS INTERPRETED BY WVDHHR AND PROVIDE DATA TO THE OFFICE OF HEALTH FACILITY LICENSURE AND CERTIFICATION (OHFLAC).</p> <p>2. VENDOR IS TO PROVIDE "EDUCATE-THE-EDUCATOR" WORKSHOPS FOR REGISTERED PROFESSIONAL NURSES TO SATISFY THE REQUIREMENTS FOR NURSE AIDE TRAINING AND COMPETENCY EVALUATION PROGRAM (NATCEP) PROGRAM INSTRUCTORS.</p> <p>3. VENDOR IS MONITOR & PROCESS THE EVALUTION OF ELIGIBLE PARTICIPANTS IN THE ADMINISTRATION OF MEDICATION BY UNLICENSED PERSONNEL PROGRAM (AMAP) AND PROVIDE DATA TO OHFLAC'S NURSE AIDE PROGRAM.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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**GENERAL TERMS & CONDITIONS
PURCHASE ORDER/CONTRACT**

1. **ACCEPTANCE:** Seller shall be bound by this order and its terms and conditions upon receipt of this order.
2. **APPLICABLE LAW:** The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
3. **NON-FUNDING:** All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the terms of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
4. **COMPLIANCE:** Seller shall comply with all Federal, State and local laws, regulations and ordinances including, but not limited to, the prevailing wage rates of the WV Division of Labor.
5. **MODIFICATIONS:** This writing is the parties final expression of intent. No modification of this order shall be binding unless agreed to in writing by the Buyer.
6. **ASSIGNMENT:** Neither this Order nor any monies due, or to become due hereunder may be assigned by the Seller without the Buyer's consent.
7. **WARRANTY:** The Seller expressly warrants that the goods and/or services covered by this order will: {a} conform to the specifications, drawings, samples or other description furnished or specified by the Buyer {b} be merchantable and fit for the purpose intended and/or {c} be free from defect in material and workmanship.
8. **CANCELLATION:** The Director or Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
9. **SHIPPING, BILLING & PRICES:** Prices are those stated in this order. No price increase will be accepted without written authority from the Buyer. All goods or services shall be shipped on or before the date specified in this Order.
10. **LATE PAYMENTS:** Payments may only be made after the delivery of goods or services. Interest may be paid on late payments in accordance with the *West Virginia Code*.
11. **TAXES:** The State of West Virginia is exempt from Federal and State taxes and will not pay or reimburse such taxes.
12. **RENEWAL:** Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
14. **HIPAA Business Associate Addendum -** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.



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<p>BID SPECIFICATIONS ARE ATTACHED.</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p>						

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<p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p>						

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CERTIFICATION; OR <input type="checkbox"/> BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD-QUARTERS 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 <input type="checkbox"/> BIDDER IS A CORPORATION 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. B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED: <input type="checkbox"/> 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 <input type="checkbox"/> 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						

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<p>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 BIDDERS' 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.</p> <p>BIDDER UNDERSTANDS IF THE SECRETARY OF TAX & 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) RESCIND THE CONTRACT OR PURCHASE ORDER ISSUED; 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.</p> <p>BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND 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.</p> <p>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.</p>						

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<p>BIDDER: -----</p> <p>DATE: -----</p> <p>SIGNED: -----</p> <p>TITLE: -----</p> <p>* CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S) IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU ARE ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMUM 5% PREFERENCE FOR BOTH "A" AND "B". (REV. 12/00)</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>PLEASE NOTE: A CONVENIENCE COPY WOULD BE APPRECIATED.</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p>						

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BUYER:-----RW/FILE 22-----						
RFQ. NO.:-----FLC80505-----						
BID OPENING DATE:-----2/7/2008-----						
BID OPENING TIME:-----1:30 PM-----						
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						

CONTACT PERSON (PLEASE PRINT CLEARLY):						

***** THIS IS THE END OF RFQ FLC80505 ***** TOTAL: _____						

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GENERAL INFORMATION FOR THE VENDOR

The purpose is to obtain the services of an experienced vendor to provide and administer evaluation testing services for the West Virginia Department of Health and Human Resources, Office of Health Facility Licensure and Certification (OHFLAC)'s Nurse Aide Program. Vendor shall not receive any funding from the WVDHHR for this service. Vendor shall collect evaluation/testing fees from all Participants.

Vendor shall have a minimum of three (3) years experience in providing this service.

PROJECT COORDINATOR

The West Virginia Department of Health & Human Resources' Project Coordinator will be:

Twonna F. Williams, Program Manager I
Nurse Aide Program
Office of Health Facility Licensure & Certification

APPROVAL OF SERVICES

Vendor activities to be performed and all materials produced under all parts of this contract, will be accomplished in consultation with, and under the direction of, and with the approval of John Wilkinson, Director, Office of Health Facility Licensure and Certification, (OHFLAC) Department of Health & Human Resources or his designee (hereafter referred to as "OHFLAC").

Vendor will keep the OHFLAC informed of the progress and development of the evaluations and the scheduling thereof. Any and all costs of obtaining OHFLAC approvals, coordination of services, and providing monthly reports must be included in the participant fees for the services provided.

1.0 PROJECT SCOPE: NURSE AIDE – WEST VIRGINIA NURSE AIDE TRAINING & COMPETENCY EVALUATION PROGRAM (NATCEP)

Vendor will be responsible for providing Registered Nurses to perform the services related to administering a written competency and skill performance evaluation examination for eligible candidates in Medicare and Medicaid long-term care nursing facilities in West Virginia in accordance with the federal and state guidelines.

The nurse aide competency evaluation will determine the minimal competencies of the individual to provide safe care to residents in a long-term care facility. The evaluation items will reflect the content identified in the "Minimum Curriculum Requirements" within the **CRITERIA FOR APPROVAL OF EDUCATIONAL PROGRAMS AND COMPETENCY EVALUATION FOR NURSE AIDES EMPLOYED IN CERTIFIED NURSING FACILITIES IN WEST VIRGINIA** (hereafter referred to as the **Criteria**).

1.1 JOB ANALYSIS

Vendor will use a job analysis which identifies the essential knowledge base and the required tasks of nurse aides in long-term care nursing facilities to develop the evaluation items described below.

1.2 POOL OF WRITTEN EVALUATION ITEMS

Vendor will provide to OHFLAC a pool of six hundred to eight hundred (600-800) questions for the written competency evaluation based upon the job analysis and consistent with the content identified in the **CRITERIA**, including among other things, basic nurse aide skills, personal care skills, cognitive, behavioral and social care, basic

restorative services, resident's rights, abuse and neglect.

A minimum of one monthly evaluation will be conducted to accommodate the surrounding approved facilities. Candidates are pre-registered two (2) weeks in advance. Candidates will be notified no later than one (1) week prior to the scheduled evaluation.

1.3 DISTRIBUTION OF EVALUATION INFORMATION

Vendor will prepare and distribute preliminary information regarding the evaluation and application instructions to potential candidates through certified nursing facilities and NATCEP providers. All published information shall be printed in easy to understand language. The application information will include how to prepare for the evaluation, a fee schedule, evaluation content areas, what to expect on the day of the test, security procedures, registration information and sample questions.

1.4 NOMINATION OF SKILLS COMPETENCY EVALUATORS

Vendor will nominate to OHFLAC candidates for skills competency evaluators who will be employed by the vendor. Vendor will provide resumes of individuals who meet the qualifications listed in the CRITERIA and are approved by OHFLAC's Nurse Aide Program.

1.5 PREPARATION OF SKILLS COMPETENCY EVALUATORS

Vendor will train the vendor-approved competency evaluators to conduct skills competency evaluations. The preparation of the evaluator will emphasize observation techniques and judgment in rating to maintain reliability between competency evaluators.

Vendor will use item writers with experience in the area of nursing and resident care in long-term care facilities for the purpose of generating evaluation questions. The questions will include items which require recall, application and analysis of information related to safe care of residents in long-term care facilities.

All written material will be composed for a grade 3 through grade 5 reading level comprehension. However, the evaluation will be designed to assess literacy skills necessary for a nurse aide.

From the pool of written evaluation items, the vendor shall provide fifty (50) sample test questions related to the content identified in the CRITERIA in the unit of Personal Care Skills not previously used in competency tests.

1.6 DEVELOPMENT OF POOL OF SKILLS PERFORMANCE EVALUATION ITEMS

Vendor will provide to OHFLAC a pool of twenty (20) to forty (40) skills based on the job analysis and the "minimum curriculum" in the CRITERIA.

Vendor will provide a task analysis of each skill with each step provided a numerical value and time required according to the importance of the step.

1.7 APPROVAL BY OHFLAC

Vendor will seek approval of OHFLAC for the items in the pool of written questions and for the skills in the pool of skills for appropriateness to the CRITERIA.

1.8 FINAL WRITTEN EVALUATION INSTRUMENTS

From the pool of knowledge-based items, the vendor will have an established process for developing equated forms of the written evaluation which are designed to meet the federal requirements. The pool reflects the curriculum content in the **CRITERIA**, which are reliable, valid, job-related, secure and legally defensible.

Each written competency evaluation will consist of at least fifty (50) items and not more than one hundred (100) items to be changed on a monthly basis to maintain validity of the test. The evaluation will be designed to be fifty (50) minutes in length with two (2) hours of time allotted for completion. The written evaluation will consist of four multiple choice items. The vendor will submit a sample evaluation form to Office of Health Facility Licensure and Certification for review no later than five (5) weeks after award of the contract.

The evaluation instrument will contain the means for direct answering of the items without a separate answer sheet.

1.9 EQUATING EVALUATION FORMS

Vendor will develop equated written evaluation to assure passing score comparability. Vendor will describe the item analysis procedure for equating the written evaluation forms.

1.10 ORAL VERSION

Vendor will develop an oral version of the knowledge-based evaluation. This is to be available in audio-tape form. The oral version will include a written section which determines the ability to read job related information flow sheet.

1.11 INDIVIDUAL SKILLS PERFORMANCE INSTRUMENTS

The vendor will establish a means of composing sets of skill checklists for individual skills performance evaluation designed to be completed within fifty (50) minutes. Each individual instrument will be composed of five (5) tasks and will be equated in level of difficulty and time required for completion. Each step will have a numerical value.

1.12 MINIMUM PASSING SCORE

Vendor will provide information regarding the basis of the scoring and will accept the appropriate minimum passing score set by OHFLAC. Vendor will consult with OHFLAC regarding the final decision.

1.13 TASK ANALYSIS AND DISTRIBUTION OF CHECKLISTS

For each skill approved by OHFLAC, the vendor will distribute a task checklist which delineates steps and identifies critical elements to nurse aide educational programs. These check lists of tasks are for distribution to candidates through individual programs for the skills performance evaluation to provide equity and fairness in the opportunity for precise preparation. A minimum of five (5) task check lists with steps to complete the task.

1.14 ESTABLISH SITES AND SCHEDULE EVALUATION

Vendor will establish secure evaluation sites for the written, oral, and the skills competency evaluations in at least eight regional sites throughout West Virginia. These sites in the Wheeling, Parkersburg, Fairmont, Elkins, Huntington, Charleston, Martinsburg and Beckley areas of the State of WV.

The evaluations will be scheduled at a minimum of one per month.

Vendor will provide the raters seven (7) hours of orientation which includes: the form to be used, data to be collected, instruction to candidates and permitted comments, observational techniques for rating, and practice.

1.15 FINAL FORM AND DOCUMENTATION

Vendor will prepare the evaluations in final form with supporting material and evaluation date schedules and will deliver such to OHFLAC no later than four (4) weeks after award of the contract. Vendor will be prepared to meet with OHFLAC no later than four (4) weeks after award the contract to discuss the above documents.

1.16 REGISTRATION OF ELIGIBLE CANDIDATES

Vendor will register eligible candidates through nurse aide educational providers.

Vendor will check electronically the candidate's status for eligibility.

1.17 CASHIERING

Vendor will collect all evaluation and scoring fees from the candidates for services to be performed by the vendor.

Vendor will pay the fee for preparing the competency evaluators.

1.18 ADMINISTRATION OF THE EVALUATION

By no later than five (5) weeks after award of the contract, the vendor will begin to administer oral evaluations, for those candidates who so request, and written evaluations for all those other candidates.

Vendor will administer skills performance evaluations.

1.19 SCORING

Vendor will score the written evaluation answers entered in the evaluation booklets.

Vendor will score skills performance competency evaluations from a numerical value assigned to each step of the test.

1.20 DISTRIBUTION AND TRANSFER OF TEST RESULTS

Vendor will distribute (via US Mail) the test results for all candidates with a school composite comparing programs and indicating areas of strength and weakness to OHFLAC within ten (10) working days of the test.

Vendor shall submit to OHFLAC the testing results in either format.

- a. Electronic copy or CD media version will be submitted by the vendor in a comma delimited text file according to OHFLAC's specifications. All electronic data transfers must be HIPAA compliant.
- b. An example of exported information would include: applicant's first, middle and last name, social security number, what education program the nurse aide attended, date the test was taken and the test results.

Within ten (10) working days of the test, Vendor will notify each candidate of the result of the evaluation with areas of strength and weakness identified and, if necessary, with registration information for subsequent evaluation site and schedule.

Within ten (10) working days of the test, Vendor will notify each NATCEP program provider of the scoring for all their graduates indicating areas of strength and weakness information for subsequent evaluation site and schedule.

1.21 REPEAT EXAMINATIONS

If a candidate does not pass a written or oral competency or a skills performance evaluation, and if the candidate again meets the eligibility requirements as stated in the **CRITERIA**, then that candidate is to be automatically registered for the next monthly evaluation at the regional site which the candidate has designated.

2.0 PROJECT SCOPE TWO: EDUCATE-THE-EDUCATOR WORKSHOP

Vendor will provide Educate-the-Educator workshops that are a twenty-four (24) hour interactive instructional program which will prepare the participant through instruction in educational theory and teaching methods and strategies for teaching adult learners in a NATCEP program in accordance with CFR §483.152 (a)(5)(ii).

2.1 EDUCATE-THE-EDUCATOR CURRICULUM

Vendor shall provide a three (3) day workshop for registered professional nurses to teach the Nurse Aide Training and Evaluation Programs (NATCEPs) to satisfy the requirements in accordance to the federal and state guidelines. One of the three days will be devoted to policy and procedure and/or guidelines related to the NATCEP program. This single day may or may not be opened to other professionals in the industry who might be interested in obtaining additional information regarding NATCEP federal and state guidelines. Attendance may be granted for the one day policy and procedure or guidelines instruction for RN instructors who have already obtained a vocational teaching certificate and are exempt from the educate –the-educator requirements.

Vendor will use instruction in educational theory, learning theory and teaching methods and strategies which are considered effective with the adult learner. Instructor should have one year experience in presenting this instruction – but a Registered Nurse is not required to provide this instruction.

Vendor will provide participants with educational theory and practice to prepare them to practice in the role of program coordinator, or program instructor in long term care nurse aide programs in accordance with the federal Omnibus Reconciliation Act of 1987.

OHFLAC will be responsible for teaching the nurse aide training curriculum and interpretation of state and federal regulations during the sessions.

2.2 INSTRUCTIONAL MATERIAL

The program will include the current approved curriculum, education criteria, and federal and state regulation for nurse aides in the State of West Virginia.

Vendor will provide a course outline, and any instructional material used for the workshop. Policy changes related to the program will be provided to the vendor in a written format by OHFLAC on an as needed basis.

No future changes will be made to the vendor's course outline or material without prior approval by OHFLAC.

2.3 CERTIFICATE OF COMPLETION

Vendor will provide the participant with a certificate indicating participation and completion of the workshop. A copy of the certificate for each participant will be provided to OHFLAC. It is recommended that the vendor seek approval to provide continuing education credit to the registered professional nurse for this course.

2.4 RESULTS

Vendor will provide to OHFLAC a list of workshop participants which will include date and location of the workshop, first and last name of the participant, West Virginia Registered Nurse license number, applicant's mailing address, and phone number.

2.5 PROPOSED SITE SCHEDULE

Vendor will provide a proposed schedule with locations for conducting workshops with no less than four (4) workshops annually.

2.6 SCHEDULING RESPONSIBILITIES

Vendor will be responsible for all arrangements and costs for the workshops including scheduling of sites, instructors, and providing all instructional material.

Vendor will provide detailed information and registration forms to the eligible participants.

2.7 COLLECTION OF FEES

Vendor will collect all fees from the workshop participants. WVDHHR does not provide any financial support to the vendor. Vendor can only collect fees for training received by the participant.

2.8 INSTRUCTOR CREDENTIALS

Vendor shall provide the credentials of all workshop instructors to OHFLAC for approval. Instructor should have one year experience in presenting the instructional material.

3.0 PROJECT SCOPE THREE: EXAMINATION FOR APPROVED MEDICATION ADMINISTRATION PERSONNEL (AMAP)

The approved medication administration personnel (AMAP) evaluation will determine the minimal competencies of the individual to provide safe outcomes to residents in approved facilities under the supervision of a registered professional nurse to administer medication according to §64CSR60. The evaluation items will reflect the content identified in the curriculum of the **PROVIDER MANUAL, MEDICATION ADMINISTRATION BY UNLICENSED PERSONNEL**.

The vendor shall provide Registered Nurse(s) to prepare and evaluate the examination of approved medication administration personnel (AMAP).

3.1 DISTRIBUTION OF EVALUATION INFORMATION

Vendor will prepare and distribute (via US Mail) preliminary information regarding the examination process to the approved registered nurses and facilities. Upon request, the Vendor will send applications to potential candidates through the AMAP approved registered professional nurse program. The application information will be written in easy to understand sentences and include how the registered professional nurse will administer the test, a fee schedule, evaluation content areas, security procedures to insure test validity and the approval of the candidate to test. A sample of the informational material is required.

3.2 NOMINATION OF APPROVED REGISTERED NURSES

OHFLAC is responsible for the Web-CT course related to the AMAP Registered Professional Nurse Orientation.

Vendor will be required to verify approval of all registered professional nurses and facilities with OHFLAC prior to the issuance of testing material.

3.3 VALIDITY OF TESTS

Vendor shall have a quality assurance plan to assure the validity of the tests for the unlicensed personnel.

A sample of the quality assurance plan to assure validity of the tests is required.

3.4 DEVELOPMENT OF POOL OF WRITTEN EVALUATION ITEMS

Vendor will prepare a pool of seven hundred to one thousand (700-1000) questions for the written competency evaluation based on the content identified in the curriculum of the **PROVIDER MANUAL**, including all areas in Part I Preparation and Part II Medication Administration. OHFLAC will approve the questions.

The questions will be composed for a high school graduate level of comprehension.

Individuals preparing the questions for the evaluation will have experience in the area of medication administration, knowledge of medication, medication terminology, medication abbreviations, vital signs, storing and disposal of medication and documentation of medication orders and administration.

The questions will include items which require the participant's recall, application and

analysis of information related to the safe administration of medication to residents.

Vendor will have a process of editing and reviewing item composition for stereotypical, discriminatory or inappropriate language. All items will be composed for a grade 12 reading level comprehension.

Vendor shall provide from the pool of written evaluation items, fifty (50) sample test questions related to the content identified in the **PROVIDER MANUAL**.

3.5 **APPROVAL BY OHFLAC**

Vendor must obtain OHFLAC's approval for the items in the pool of written questions for appropriateness to the **PROVIDER MANUAL**.

3.6 **FINAL WRITTEN EVALUATION INSTRUMENTS**

From the pool of knowledge based items, the vendor will have an established process for developing equated forms of the written evaluation which are designed to meet the state requirements for §16-50-1 et seq., Medication Administration by Unlicensed Personnel, which reflect the curriculum content in the **PROVIDER MANUAL** and which are reliable, valid, job related, secure and legally defensible.

Each written competency evaluation will consist of at least fifty (50) items and not more than one hundred (100) items to be changed on a monthly basis to maintain validity of the test. The evaluation will be designed to be fifty (50) minutes in length with two (2) hours of time allotted for completion. The written evaluation will consist of four-choice multiple choice items. Vendor will submit a sample evaluation form to OHFLAC for review no later than five (5) weeks after award of the contract.

The evaluation instrument will contain the means for direct answering of the items without a separate answer sheet.

3.7 **MINIMUM PASSING SCORE**

Vendor will provide information regarding the basis of the scoring and will propose the appropriate minimum passing score set by OHFLAC.

3.8 **EVALUATION PREPARATION**

Vendor will provide written instructions for processing the tests to the approved registered professional nurse (approved AMAP RN).

3.9 **FINAL FORM AND DOCUMENTATION**

Vendor will prepare the evaluations in final form with supporting material and evaluation date schedules and will deliver such to OHFLAC no later than four (4) weeks after award of the contract. Vendor will be prepared to meet with OHFLAC no later than four (4) weeks after award of the contract to discuss the above documents.

3.10 **REGISTRATION OF ELIGIBLE UNLICENSED PERSONNEL**

Vendor will register and monitor all eligible unlicensed personnel through an approved facility AMAP RN. This information will be distributed to OHFLAC on a monthly basis.

Vendor will screen the candidates for eligibility as specified in the **PROVIDER MANUAL**.

3.11 DISTRIBUTION OF TEST MATERIALS

Vendor will have tests available at the request of approved facilities and approved AMAP RNs. Vendor will prepare and distribute the test materials with specific instructions, including the allowable time frames for return.

3.12 SCORING

Vendor shall have written basis or methodology used for scoring.

3.13 DISTRIBUTION AND TRANSFER OF TEST RESULTS

Vendor will distribute the testing results to OHFLAC in one of the following format.

- a) Electronic copy or CD will be submitted by the vendor in electronic format as a comma delimited text file according to OHFLAC's specifications. All electronic data transfers must be HIPAA compliant.

An example of exported information would include: applicant's first, middle and last name, social security number, mailing address, date the test was scored and the test results, what education program the AMAP attended, the training AMAP RN's name and RN License number.

Vendor will notify each candidate of the result of the evaluation with areas of strength and weakness identified and, if necessary, with registration information for subsequent evaluation site and schedule.

Vendor will notify each AMAP-RN and facility of the scoring for all their graduates indicating areas of strength and weakness information for subsequent evaluation site and schedule.

3.14 FEE COLLECTION

Vendor will collect all evaluation and scoring fees from the candidates for all services performed.

4.0 CONTRACT TERMS AND CONDITIONS

4.1 INSURANCE REQUIREMENTS:

The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Proof of insurance will be provided by the Vendor at the time the contract is awarded. The Vendor will maintain and furnish proof of coverage of liability insurance for loss, damage, or injury (including death) of third parties arising from acts, and omissions on the part of the Vendor, its agents and employees in the following amounts:

- (a) For bodily injury (including death): MINIMUM of \$500,000.00 per person and \$1,000,000.00 per occurrence
- (b) For property damage and professional liability: a minimum of \$1,000,000.00 per occurrence

4.2 License Requirements:

Successful vendor shall provide certification that Vendor is registered with the Secretary of State's Office to do business in West Virginia; provide evidence that Vendor is in good standing with the State Agency of Employment Programs as to Unemployment Compensation coverage and Worker's Compensation coverage or exempt from such coverage.

4.3 DEBARMENT AND SUSPENSION:

Vendor will not be considered if debarred or suspended. Vendor must certify that they are not debarred or suspended. Successful vendor must certify that no entity, agency or person associated with the vendor is debarred or suspended.

4.4 DRUG FREE WORKPLACE ACT OF 1988:

Vendor will provide a drug free workplace, and an individual shall not engage in the unlawful manufacture, distribution, dispensation, possession, abuse or use of a controlled substance in the performance of the Contract.

4.5 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 the parties to 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 request for quotations and resulting contract. Neither the Vendor, nor any employees or contractors of the vendor, shall be deemed to be employees of the State for any purposes 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, and 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.

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

4.6 CONFLICT OF INTEREST DISQUALIFICATION

In order to avoid any appearance of a conflict of interest, any potential vendor who is providing or associated with the provision of a NATCEP or AMAP Program in West Virginia is ineligible to submit a bid for this testing service.

4.7 ACCEPTANCE OF BID QUOTATION

The bid response of the successful bidder will become a part of any contract awarded as a result of these specifications.

4.8 VENDOR RESPONSIBILITIES

The successful vendor will be solely responsible for the complete performance of the services specified herein and the vendor shall coordinate all scheduling, questions and scoring with OHFLAC for approval.

4.9 SUBCONTRACTING

If any part of the work is to be subcontracted, the successful vendor will identify will inform OHFLAC of the contractual arrangements.

4.10 COMPUTER HARDWARE/SOFTWARE CAPABILITIES

The Vendor will use and maintain compatible software with OHFLAC. All electronic content transmitted to OHFLAC must be HIPAA compliant and follow all state and federal guidelines.

4.11 FEE CHARGES

All fees will remain in effect for the life of this contract.

4.15 RIGHTS OF OWNERSHIP

All information, data, statistics, etc. generated by the vendor as a result of this contract will be the sole property of OHFLAC and will revert to the Office of Health Facility Licensure and Certification Nurse Aide Program at the end of the contract period. Vendor will be solely responsible for maintaining backup copies of the data on a daily basis.

4.16 ACCOUNTING RECORDS AND REPORTS

Vendor is required to maintain accounting records and other evidence pertaining to cost incurred on the program and to make records available to OHFLAC at all reasonable times during the contract period and for three (3) full years from the ending date of the final agreement.

Vendor shall provide monthly reports on the services being provided for each Project.

4.17 CONFIDENTIALITY OF INFORMATION:

All information, and in particular personal facts and circumstances concerning candidates and providers obtained by the Vendor, will be treated as privileged communications, and will be held confidential, and will not be divulged without written consent of DHHR/OHFLAC and the written consent of the enrolled candidate, or WV DHHR attorney, except as may otherwise be required by OHFLAC.

Nothing will prohibit the disclosure of information in summary, statistical, or other form which does not identify particular individuals.

The use or disclosure of information concerning the candidates will be limited to purposes directly connected with the administration of this contract. All Vendor employees will be instructed, in writing, of this requirement and will be required to sign a document to this effect upon employment and annually thereafter.

5.0 PAYMENT TO THE VENDOR

- 5.1 Payment to the vendor will be through the establishment and collection of a direct fee from all candidates. The fee will be based upon the total cost for the service. OHFLAC does not pay the vendor for this service nor is involved in the collection of fees from the participants.
- 5.2 Vendor provided skills competency evaluators will be paid by the vendor from the fees collected. OHFLAC does not pay the vendor for this service nor is involved in the collection of fees from the participants.
- 5.3 Vendor's bid quotation will present a total unit cost per evaluation and optioned services (including separately the written knowledge base component and the clinical skills performance component). The unit cost analysis will include direct and indirect expenses. OHFLAC does not pay the vendor for this service, nor is OHFLAC involved in the collection of fees from the participants.

6.0 BID INSTRUCTIONS

Bid shall be signed by an official authorized to bind the vendor to its provisions.

With the bid, the Vendor should provide:

- a) Proof of three years experience in providing the specified services with licensed registered nurses performing the services identified in Parts 1 and 2
- b) Provide resumes of key personnel that identify their service role and type of service performed.

Basis of Award:

Contract will be awarded to the lowest responsible vendor who can demonstrate the ability of providing the Project services specified.

FEE SCHEDULE

SERVICE PROVIDED	FEE PAID BY INDIVIDUAL		ESTIMATED NUMBER OF INDIVIDUALS RECEIVING SERVICE		ESTIMATED ANNUAL TOTAL
NURSE AIDE WRITTEN EVALUATION FEE	\$ _____	X	1450	=	\$ _____
NURSE AIDE ORAL EVALUATION FEE	\$ _____	X	20	=	\$ _____
NURSE AIDE SKILLS PERFORMANCE EVALUATIONS FEE	\$ _____	X	1515	=	\$ _____
EDUCATE THE EDUCATOR WORKSHOP FEE	\$ _____ (3day) \$ _____ (1 day)*	X	25 5	=	\$ _____ \$ _____
AMAP SCORING FEE	\$ _____	X	890	=	\$ _____
ESTIMATED ANNUAL GRAND TOTAL					\$ _____

* This single day may or may not be opened to other professionals in the industry who might be interested in obtaining additional information regarding NATCEP federal and state guidelines – as per Section 2.1 of the specifications.

WEST VIRGINIA Nurse AIDE TRAINING & COMPETENCY EVALUATION PROGRAM (NATCEP)

Public Law 100-203 (Omnibus Budget Reconciliation Act of December 1987), within Sections 4201-4214 which amended Sections 1819 and 1919 of the Social Security Act, requires the State, among other things, to review and specify approved competency evaluation programs for nurse aides and establish and maintain a registry of approved nurse aides.

At this time, approximately one hundred fifteen (115) programs are approved to educate long-term care nurse aides in West Virginia. Ninety-four (94) nursing homes are certified as nursing facilities approved for participation in Medicare and Medicaid at this time. An additional thirteen (13) distinct parts of hospitals are also certified as nursing facilities. Fifty-seven (57) nursing facilities provide training for those nurse aides in their employment. Thirty-six (36) vocational technical high school and adult programs address nurse aide preparation. There are also twenty-two (22) NATCEPs sponsored by a variety of agencies.

Presently available data indicates that there will be 1,000 to 1,500 candidates annually for evaluation.

WEST VIRGINIA EDUCATE-THE-EDUCATOR WORKSHOP FOR REGISTERED PROFESSIONAL NURSES.

The purpose of this scope is to assist NATCEP instructors to meet the approval guidelines in the NATCEP Criteria and the minimum requirements of the Center for Medicare & Medicaid (CMS), which sets the standards and conditions of participation for the Medicare/Medicaid certification of nursing facilities. Federal regulations and the state Criteria require the Program Instructor to have completed a course in teaching adults prior to approval for this position.

The NATCEP program instructor's responsibilities include all aspects of instruction and the learning experience of the students.

WEST VIRGINIA MEDICATION ADMINISTRATION BY UNLICENSED PERSONNEL

Legislative Rule §64CSR60 prescribes specific standards and procedures to provide for training, competency testing, and approval of unlicensed personnel for limited administration of medications in specified health care facilities.

Health care facilities that participate in the Approved medication Assistive Personnel Program (AMAP) include intermediate care facilities for the mentally retarded (ICF/MR), assisted living or residential care communities, behavioral health group homes, private residences in which health care services are provided under the supervision of a registered nurse and adult family care homes that are licensed by or approved by the department.

At this time, there are approximately one hundred eighty (180) health care facilities approved to provide medication administration. There are approximately six hundred fifty-nine (659) registered professional nurses approved to provide AMAP training.

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

DEFINITIONS:

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

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

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

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

CONFIDENTIALITY: The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendors should visit www.state.wv.us/admin/purchase/privacy for the Notice of Agency Confidentiality Policies.

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

Vendor's Name: _____

Authorized Signature: _____ Date: _____

West Virginia Department of Health & Human Resources FEDERAL PROGRAM PARTICIPATION ACKNOWLEDGMENT, AUTHORIZATION, CONSENT, AND RELEASE

No person who is currently excluded, debarred, suspended, or otherwise ineligible to participate in federal health care programs or in federal procurement or non-procurement programs shall be hired by the West Virginia Department of Health and Human Resources.

I am am not currently excluded, debarred, suspended, or otherwise ineligible to participate in federal health care programs or in federal procurement or non-procurement programs.

Signature

Date

I authorize and consent to a background check by the West Virginia Department of Health and Human Resources specifically to determine whether I am currently excluded, debarred, suspended, or otherwise ineligible to participate in federal health care programs or in federal procurement or non-procurement programs. If hired, I also agree to periodic conduct of additional such background checks during the course of employment by the West Virginia Department of Health and Human Resources.

I release any persons and the West Virginia Department of Health and Human Resources and its agents, officials, representatives, employees, officers, or related personnel both individually and collectively, from any and all liability for damages of any kind that may result because of compliance with this acknowledgment and authorization.

For positive identification purposes, the following information is required when conducting a background check. This information is confidential and will not be used for any other purposes (**please print**):

Name

last name

first name

middle initial

Maiden/Other Names

(This should include other married names by which you have been known.)

Current Address

street/box#

city

state

NOTE: Your social security card must be presented for verification purposes.

Social Security #

____ - ____ - _____

Date of Birth

____/____/____
month/day/year

Driver's License Number

State of Issue

Signature

Date

EMPLOYING UNIT INFORMATION

Office/Facility/Region/District _____

Contact Person _____

Fax Number _____

Phone Number _____

FOR OPS USE ONLY

HHS Match Outcome Positive Negative

GSA Match Outcome Positive Negative

Initial _____

Date _____