



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

Request for Quotation

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| RFQ NUMBER |
| BMS90003 |

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

RFQ COPY
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VENDOR

SHIP TO

HEALTH AND HUMAN RESOURCES
 BUREAU FOR MEDICAL SERVICES
 ROOM 251
 350 CAPITOL STREET
 CHARLESTON, WV
 25301-3709 304-558-1737

| DATE PRINTED | TERMS OF SALE | SHIP VIA | F.O.B. | FREIGHT TERMS |
|--------------|---------------|----------|--------|---------------|
| 03/12/2009 | | | | |

BID OPENING DATE: 04/16/2009 BID OPENING TIME 01:30PM

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| <p>OPEN-END BLANKET CONTRACT</p> <p>*****</p> <p>MAND. PRE-BID MEETING 3/27 AT 1:00 PM, RM 251, 350 CAPITOL STREET, CHARLESTON, WV. NO ONE PERSON MAY REPRESENT MORE THAN ONE VENDOR</p> <p>*****</p> <p>FISCAL EMPLOYER/AGENT & CONSULTING SERVICES</p> <p>THE DEPARTMENT OF HEALTH AND HUMAN RESOURCES, BUREAU OF MEDICAL SERVICES IS SEEKING TO OBTAIN THE SERVICES OF A QUALIFIED VENDOR TO PROVIDE FISCAL EMPLOYER/AGENT AND RESOURCES CONSULTING SERVICES TO MEDICAID MEMBERS WHO CHOOSE THE PERSONAL OPTIONS SELF-DIRECTED SERVICE DELIVERY MODEL.</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AWARD OF CONTRACT. . 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</p> | | | | | | |

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

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. 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.
12. 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 Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in case of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130



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| SHIP TO | HEALTH AND HUMAN RESOURCES |
| | BUREAU FOR MEDICAL SERVICES |
| | ROOM 251 |
| | 350 CAPITOL STREET |
| | CHARLESTON, WV 25301-3709 304-558-1737 |

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| <p>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 FOUR (4) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT.</p> | | | | | | |

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| <p>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> <p>REV. 04/11/2001 INQUIRIES: WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON 3/30/2009. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR E-MAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, E-MAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO:</p> <p>ROBERTA WAGNER DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25311</p> | | | | | | |

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| SEE REVERSE SIDE FOR TERMS AND CONDITIONS | | |
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304-558-0067

HEALTH AND HUMAN RESOURCES
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| <p>FAX: 304-558-4115 E-MAIL: ROBERTA.A.WAGNER@WV.GOV</p> <p>EXHIBIT 4</p> <p>LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES IN THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEND TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA. IF THE VENDOR DOES NOT WISH TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST CLEARLY INDICATE SUCH REFUSAL IN HIS BID. SUCH REFUSAL SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY MANNER.</p> <p>REV. 3/88 PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO: DEPARTMENT OF ADMINISTRATION</p> | | | | | | |

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| PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130 PLEASE NOTE: TWO (2) CONVENIENCE COPIES WOULD BE APPRECIATED. THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED: SEALED BID BUYER: -----RW/FILE 22----- RFQ. NO.: -----BMS90003----- BID OPENING DATE: ---4/16/2009----- 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): ----- | | | | | | |

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Purpose:

The Acquisition and Contract Administration Section of the Purchasing Division, hereinafter referred to as "State", is soliciting bids for the Department of Health and Human Resources (DHHR), Bureau for Medical Services (BMS), hereinafter referred to as "Agency", to provide Fiscal / Employer Agent (F/EA) and Resource Consulting services on the Agency's behalf to Medicaid members who choose the Personal Options self-directed service delivery model.

Project:

The mission is to obtain the services of a qualified vendor that has Medicaid experience and expertise as a Subagent to a Government F/EA in providing Resource Consulting services on behalf of the Agency for Medicaid members.

See page entitled "Background Information" for further information located at the end of the technical specifications and bid schedule/pricing page.

General Requirements:

The vendor will be a Subagent to the Agency and the vendor will document and be wholly responsible for providing Fiscal/Employer Agent (F/EA) and Resource Consulting (RC) services on the Agency's behalf to Medicaid members who choose the Personal Options self-directed service delivery model. Vendor services shall be in accordance with state and federal regulations and with the Bureau for Medical Services, Chapter 600, Reimbursement Methodologies and Chapter 501 Aged and Disabled Waiver Services. Vendor shall not subcontract any services.

As the sub-agent for BMS, the F/EA and RC vendor must have an understanding of the West Virginia Medicaid policies and specific waiver programs. The members receiving the self-directed services rely on the F/EA and RC vendor to provide these services in a timely and accurate manner. Medicaid members could become at risk if the services are not provided efficiently and on time. The members will have daily interaction and need to be educated by the successful vendor regarding their service delivery model. Members will rely on the vendor to assure continued service delivery of Medicaid waiver services. The Centers for Medicare and Medicaid Services (CMS) expects continuity in all waiver services.

The vendor will be responsible for performing all taxable reporting requirements, processing claims, providing member specific in-home training and education, verifying worker qualifications for employment, processing of payroll, processing participant directed goods and services, providing in-home monitoring, providing on-call customer service and incident reporting. The vendor will be acting on behalf of BMS with the Internal Revenue Service as our Sub-agent, and must adhere to all State, Local Municipality and Federal tax laws. The process of becoming the Sub-agent is very time consuming and technical. The successful vendor must be very responsible and professional in dealing with the complexity of the requirements. This applies to all members of the vendor's team who may be assigned to this project.

Vendor shall utilize the Agency's Government F/EA's federal employer identification number (FEIN) for the sole purpose of filing the applicable Federal tax forms (i.e. IRS Forms 2678, 8821, 940, 941, W-2 and W-3) and making tax payments for Medicaid members that the Government F/EA act as an agent for the Agency. Should there be other required forms to be filed during the life of the contract, the vendor shall also be responsible for those also.

Optional Services – MR/DD

West Virginia has two Title XIX waiver programs. WV plans to have a self-directed option in the MR/DD waiver program by 2010. This option will model some of the practices of the current self-directed option in the AD waiver program. Due to the fact that MR/DD waiver is currently developing this program, we are asking the vendor to be prepared to include the MR/DD waiver program in its offering. The vendor will need to give a PM/PM rate based on the cost of the F/EA services and RC services.

Vendor Qualifications:

The successful vendor must have the following experience:

- a. Vendor shall provide a minimum of three (3) references as to their expertise as a Sub-agent to a Government F/EA and in providing Resource Consulting services experience on behalf of a governmental agency to/for Medicaid members.

References shall include government agency name, contact name, telephone number, fax number and email address if available. It is preferred that the WV DHHR not be a one of the three references to be supplied but may be provided as an additional reference.

- b. Vendor shall provide detailed evidence of their related experience and capabilities in providing Fiscal/Employer Agent (FE/A) and Resource Consulting services on behalf of Medicaid members who choose the Personal Options self-directed service delivery model.
- c. Vendor shall provide an organizational chart and resumes for key staff members who will be assigned to this contract.
- d. Vendor shall provide detailed evidence of their experience with working with the Consumer Directed Module (CDM). The CDM is a web based software application developed to support a new approach to managing personal care services for Medicaid beneficiaries.
- e. Vendor shall provide evidence that they have a minimum of 5 years of experience in providing F/EA services for a self-directed program.
- f. Vendor shall provide evidence that they have experience in providing resource consulting services in a self-directed program.
- g. Vendor shall have experience in the application of Quality Management principles; preferably CMS expectations for Home and Community Based Services.
- h. Vendor shall have experience within data accumulation and operations of a computer database that meets the needs of self-directed payroll services.

Mandatory Deliverable Requirements:

- 1.1 Vendor shall complete a transition plan within 90 days of the contract award and the plan must be approved by the Agency.
- 1.2 Vendor shall ensure that all Resource Consultants are current, or will become, WV Notary Publics upon contract award and remain current during the term of the contract.

Optional Services – MR/DD

West Virginia has two Title XIX waiver programs. WV plans to have a self-directed option in the MR/DD waiver program by 2010. This option will model some of the practices of the current self-directed option in the AD waiver program. Due to the fact that MR/DD waiver is currently developing this program, we are asking the vendor to be prepared to include the MR/DD waiver program in its offering. The vendor will need to give a PM/PM rate based on the cost of the F/EA services and RC services.

Vendor Qualifications:

The successful vendor must have the following experience:

- a. Vendor shall provide a minimum of three (3) references as to their expertise as a Sub-agent to a Government F/EA and in providing Resource Consulting services experience on behalf of a governmental agency to/for Medicaid members.

References shall include government agency name, contact name, telephone number, fax number and email address if available. It is preferred that the WV DHHR not be a one of the three references to be supplied but may be provided as an additional reference.

- b. Vendor shall provide detailed evidence of their related experience and capabilities in providing Fiscal/Employer Agent (FE/A) and Resource Consulting services on behalf of Medicaid members who choose the Personal Options self-directed service delivery model.
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*WV Department of Health and Human Resources
BMS90003 Subagent F/EA and Resource Consulting*

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- 1.3 Vendor shall establish (prior to implementation) and maintain an agency approved Comprehensive West Virginia-specific Government F/EA-Subagent and Resource Consulting Policies and Procedures Manual that includes internal controls.
- 1.4 Any modification request to policy and procedures shall be completed within 10 business days of the request and the vendor shall not begin operations without an approved policy and procedures manual.
- 1.5 Vendor shall submit F/EA and RC policy and procedures manual changes to the agency for approval throughout the lifetime of the contract.
- 1.6 Vendor shall attend regularly scheduled contract management meetings with BMS. Some of these meetings may be conducted via teleconference; the option remains with the Bureau as to the type of meeting whether teleconference or an on-site meeting is deemed acceptable.
- 1.7 Vendor must have an in state office and maintain a toll free number.
- 1.8 Vendor's policies and procedures manual shall provide comprehensive services to the needs of the Agency and shall include the following:
- 1.8.1 Best practices in self-directed services that respond to Agency needs as well as any changes in state or federal tax regulations.
- 1.8.2 A Quality Management system to ensure that the policies and procedures for each task are performed accurately and within required timeframes.
- 1.8.3 A Staff development plan including best practices in self-directed services.
- 1.8.4 A current member enrollment packet for each member participant.
- 1.8.5 A plan to develop and maintain a registry of qualified direct care workers.
- 1.8.6 A plan to provide resource consulting services to member participants statewide.
- 1.8.7 A direct care worker employment packet for each hire.
- 1.8.8 A plan to produce, distribute, verification and maintain timesheets and documentation of services for all member direct hires.
- 1.9 Vendor's system services and written policies shall be able:
- 1.9.1 To manage Members' budgets and billing the Agency for services rendered and prevent claims submission exceeding the member budget or services not included in the members budget.
- 1.9.2 To administer payroll and filing and payment of related federal and state taxes on behalf of members.
- 1.9.3 To pay for agency approved Participant Directed Goods and Services.
- 1.9.4 To comply with federal and state laws and with Bureau of Medical Services, Chapter 600, Reimbursement Methodologies. Vendor will have thirty (30) calendar days to correct any discrepancies or reimburse the Agency of overpayments, if any, and detail the credit on the next submitted claim.

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- 1.9.5 To process all payroll and tax withholdings consistent with federal and state law making tax payments for Medicaid members that the Government F/EA act as an agent for the Agency and comply with section 3504 of the IRS code, Revenue procedure 80-4 and proposed notice 2003-70.
 - 1.9.6 Prior to authorizing payments for participant directed goods and services, to verify that the expenditure is approved in the spending plan and the participant has the funds available in the budget.
 - 1.9.7 To maintain a record/ receipt of participant directed goods and services in each members file.
 - 1.9.8 Prevent billing in advance for the purchase of participant directed goods and services.
 - 1.9.9 To utilize the Consumer Directed Module (CDM) at the direction of BMS.
 - 1.9.10 To be reviewed and updated by the Vendor to assure that Policies and Procedures, whenever employment tax rules and/or operations change or as requested by the Agency.
 - 1.9.11 To execute a "simplified" Medicaid provider agreement with each member's direct care worker.
 - 1.9.12 To collect and maintain a signed informed consent statement regarding the Government F/EAs use of a Vendor Subagent from every member in accordance with IRS Proposed Notice 2003-70.
 - 1.9.13 To obtain a FEIN for each member enrolled in self-direction and for maintaining copies of the IRS FEIN notification letter (or the FEIN if subagent did not receive a letter from the IRS) and the filed Form SS-4 in each member's file. The system should manage the retirement of the FEIN number, monitoring receipt and retirement and maintaining the documentation.
 - 1.9.14 To process all state and Federal required tax forms including but not limited to IRS form 2678, IRS form 8821, West Virginia State Tax Department Form WV/2848, Power of Attorney and Form WV/ARI-001, Authorization to Release.
 - 1.9.15 To perform F/EA services with regards to making claims and payments and maintain compliance with the 42 CFR Part 447.
 - 1.9.16 To develop, produce, distribute and maintain enrollment packets.
 - 1.9.17 To produce, distribute, process, and maintain direct care worker employment packets for member's direct care workers containing all the required forms including but not limited to applications, agreements and consent documents needed to enroll direct care workers as members' employees.
 - 1.9.18 To ensure that the amount claimed does not exceed the members approved spending plan and address over billing occurrences pursuant to policy.
 - 1.9.19 To process and maintain direct care workers timesheets and documentation.
 - 1.9.20 To develop, produce and implement practical skills training curricula and materials that address such issues as hiring, managing and terminating direct care workers, problem solving, and conflict resolution and updating the curricula and materials, as needed.

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- 1.9.21 To assist members to develop Resource Management Plans and Spending Plans to be maintained in members files.
 - 1.9.22 To manage employment documentation, payroll, and Federal and State tax requirements for the direct care worker the member (common-law employer) hires directly.
 - 1.9.23 To collect, process and maintain the required human resources documentation from members and their direct care workers in order to process payroll for direct care workers, which will include the verification of social security numbers
 - 1.9.24 To verify direct care workers' citizenship and alien status by collecting and maintaining completed USCIS Form I-9, Employment Eligibility Verification, for every member's direct care worker it processes payroll for in each direct care worker's file.
 - 1.9.25 To process a criminal background check for each member's direct care worker(s), tracking the findings, maintaining the information in each direct care worker's file, allow for hires based on CIB (Criminal Identification Bureau) policy and provide findings to the Resource Consultant.
 - 1.9.26 To report new hires per West Virginia requirements (www.newhirereporting.com/wv-newhire/default.asp).
 - 1.9.27 To pay member's direct care workers in compliance with Federal and State Department of Labor wage and hour rules and within maximum payment caps for services established by the Agency.
 - 1.9.28 To determine if the direct care worker is a family member who may be exempt from filing and paying FICA, and/or FUTA and SUTA and maintaining relevant documentation in each direct care worker's file.
 - 1.9.29 To determine if a direct care worker resides outside of West Virginia and for maintaining relevant documentation in the direct care worker's file.
 - 1.9.30 To pay the members' direct care workers in full for net wages earned, not to exceed the authorized number of hours approved.
 - 1.9.31 To manage Federal Advanced Earned Income Credit (EIC) for each eligible direct care worker in an accurate and timely manner and to maintain the relevant documentation in the direct care worker's files.
 - 1.9.32 To file the WV/BUS-APP, Business Registration and obtaining the appropriate State Employer Identification Number from the West Virginia State Tax Department for State income tax withholding filing and payment purposes for all members it represents and maintaining the relevant documentation in the member's files.
 - 1.9.33 To retire the member's State Income Tax Withholding Identification Number with the State Tax Department when the member is no longer in the program.
 - 1.9.34 To file and monitor the WV/BUS-APP, Business Registration and obtaining the appropriate State employer identification number from the West Virginia State Tax Department for State income tax withholding filing and payment purposes and retiring it, when appropriate, for all members it represents and maintaining the relevant documentation in the member's files.

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- 1.9.35 To file the WV/BUS-APP, Business Registration and obtaining the appropriate State Employer Identification Number from the West Virginia State Bureau of Employment Programs for State Unemployment Insurance Tax filing and payment purposes for all members it represents and maintaining the relevant documentation in the member's files.
 - 1.9.36 To retire the member's State Unemployment Insurance Tax Identification Number with the State Bureau of Employment Programs when the member is no longer in the program.
 - 1.9.37 To manage the application of all garnishments, levies and liens on member direct care workers' payroll checks in an accurate and timely manner and to maintain the relevant documentation in the direct care worker's file.
 - 1.9.38 To process all required municipality/ city taxes/fees for members' direct hires.
 - 1.9.39 To pay members' direct care workers within the time period required by the State Department of Labor (e.g., per State "Payday" requirement).
 - 1.9.40 To process direct deposit and to maintain the relevant documents in the direct care worker's file.
 - 1.9.41 To process wage information requests from federal and state agencies and other qualified entities and to maintain copies of relevant documentation in each direct care worker's file.
 - 1.9.42 To fulfill all mandatory reporting requirements and provide BMS with standard monthly reports.
 - 1.9.43 To verify that the employment packet is completed accurately and copies of the required information are processed and maintained in the Vendor's files prior to authorizing payment to a direct care worker.
 - 1.9.44 To verify that the member is actively enrolled in Medicaid Personal Options prior to authorizing payment to a direct care worker, independent contractor or other vendor of approved goods and services.
 - 1.9.45 To process the approved payment of direct care workers, independent contractors and other vendors of approved goods and services based on the requirements/ regulations and to maintain relevant documentation in each member's file based on the requirements/ regulations.
 - 1.9.46 To investigate and resolve the situation when any check for payment to members' direct care workers (e.g., FICA refunds) are not successfully received by the member's worker(s) and to process any checks undeliverable to the State agency responsible for implementing the West Virginia Unclaimed Property Law.
 - 1.9.47 To receive, verify and process invoices for services provided by an independent contractor to a member and to maintain the relevant documentation in each independent contractor's file.
 - 1.9.48 To manage improperly cashed or issued checks, stop payments on checks, and to re-issue lost checks or improperly issued checks at no expense to the Agency and to maintain relevant documentation in the Vendor's files. The Vendor is to maintain a history of these transactions. The Agency will not be liable for any overdrafts or charges that result in the processing of payroll.

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- 1.9.49 To reconcile payroll differences and unusual items with designated Agency staff and provide a history of all reconciliation and items discussed with the Agency and maintain relevant documentation in each member's file.
 - 1.9.50 To prepare and distribute a copy of the monthly statement from the dedicated payroll bank account to the Agency and to maintain relevant documentation in the Vendor's files.
 - 1.9.51 To investigate and resolve the situations when checks have not been cashed – in accordance with CFR42 Part 433 Section 40 (Treatment of Uncashed or Cancelled [voided] Medicaid Checks). Vendor shall submit a list of uncashed or cancelled (voided) checks (beyond a period of 180 days after issuance) each quarter to the Agency.
 - 1.9.52 To process any unclaimed funds for direct care workers, independent contractors or other vendors of approved goods and services in accordance with WV's Unclaimed Property Act, when appropriate and to maintain relevant documentation in each direct care worker, independent contractor or other vendor of approved goods and services' file.
 - 1.9.53 To notify members when the results of a criminal background check do not comply with AD (Aged & Disabled) Waiver Provider Policy and to assist members in acquiring qualified staff.
 - 1.9.54 To have an electronic system in place for establishing and maintaining current member, member worker and contractor files in a secure and confidential manner as required by all applicable federal and state rules and regulations.
 - 1.9.55 To have a system in place to stay apprised and updated on all changes in laws, forms and practices affecting the services provider under this RFQ and make changes as needed.
 - 1.9.56 To have a system in place to assure that access to Medicaid and non Medicaid protected health information (PHI) will be limited to the vendor and take appropriate measures to safeguard PHI in compliance with all federal and state law.
 - 1.9.57 To have a system in place for resolving complaints, maintaining and tracking complaints.
 - 1.9.58 To operate a call center with a toll free number to resolve inquiries and/or complaints.
 - 1.9.59 All records pertaining to the F/EA and RC services shall be current within one business week.
 - 1.9.60 To monitor quality through a minimum of monthly phone contacts and six month face to face visits.
 - 1.9.61 To employ/designate a project director for this contract who has day to day authority to manage overall operations and maintain a WV business office during regular working hours and be available to BMS upon request.
 - 1.9.62 To provide Resource Consulting Services statewide to all personal options participants. The RC Services shall not be subcontracted.

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- 1.9.63 Resource consultants will be responsible for the education of the members regarding enrollment packets, employment packets, payroll process, documentation requirements, and members' roles and responsibilities.
 - 1.9.64 Resource consultants will be responsible for assisting members with; assessing needs and developing the resource management plan, developing and monitoring spending plan, identifying hiring and managing employees, maintaining medical and financial eligibility,
 - 1.9.65 The F/EA and RC's are responsible for implementing an incident management system for reporting that is in compliance with AD waiver policy.
 - 1.9.66 Resource consultants must have human service background and /or experience with working with the elderly or people with disabilities.
 - 1.9.67 Resource consultants must maintain a caseload of no more than 50 -75 individuals.
 - 1.9.68 Resource consultants must be located in 4 regions of the state to ensure statewide coverage and access.
 - 1.9.69 Vendor shall complete the Agency-approved Policy and Procedures Manual within 90 days of contract award that encompasses all of the stated requirements.
- 1.10 Transitional Services to Another Vendor
- 1.10.1 At the expiration of this contract or at anytime that the Agency desires a transition of all or any part of the duties or obligations of the F/EA, the Vendor will be given at least sixty days notice. A turnover process will commence immediately at no cost to the agency.
 - 1.10.2 In the event that a subsequent F/EA is unable to assume operations on the planned date of transfer, the Vendor will continue to perform F/EA payroll and RC services on a month-to-month basis for up to six months beyond the planned turnover date.

2.0 *General Terms and Conditions:*

By signing this Request for Quotation, the Vendor agrees to provide knowledgeable and experience personnel who have the ability and capability of performing the specified services in a professional manner throughout the term of the contract. Signature also affirms that Vendor agrees to all terms and conditions stated herein.

2.1 *Conflict of Interest:*

Vendor affirms that it, its officers or members or employees presently have no interest and shall not acquire any interest, direct or indirect, which would conflict or compromise in any manner or degree with the performance or its services hereunder. The Vendor further covenants that in the performance of the contract, the Vendor shall periodically inquire of its officers, members and employees concerning such interests. Any such interests discovered shall be promptly presented in detail to the Agency.

2.2 Prohibition Against Gratuities:

Vendor warrants that it has not employed any company or person other than a bona fide employee working solely for the vendor or a company regularly employed as its marketing agent to solicit or secure the contract and that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award of the contract.

For breach or violation of this warranty, the State shall have the right to annul this contract without liability at its discretion or to pursue any other remedies available under this contract or by law.

2.3 Certifications Related to Lobbying:

Vendor certifies that no federal appropriated funds have been paid or will be paid, by or on behalf of the company or an employee thereof, to any person for purposes of influencing or attempting to influence an officer or employee of any Federal entity, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Vendor shall complete and submit a disclosure form to report the lobbying.

Vendor agrees that this language of certification shall be included in the award documents for all sub-awards at all tiers, including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements, and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this contract was made and entered into.

2.4 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. 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.

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.

2.5 *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 laws.

2.6 *Governing Law:*

This contract shall be governed by the laws of the State of West Virginia. The Vendor further agrees to comply with the Civil Rights Act of 1964 and all other applicable laws and regulations, Federal, State and Local Government.

2.7 *Compliance with Laws and Regulations:*

The vendor shall procure all necessary permits and licenses to comply with all applicable laws, Federal, State or municipal, along with all regulations, and ordinances of any regulating body.

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

2.8 *Subcontracts/Joint Ventures:*

The Vendor is solely responsible for all work performed under the contract and shall assume prime contractor responsibility for all services offered and products to be delivered under the terms of this contract. The State will consider the Vendor to be the sole point of contact with regard to all contractual matters. The Vendor may, with the prior written consent of the State, enter into written subcontracts for performance of work under this contract; however, the vendor is totally responsible for payment of all subcontractors.

2.9 *Term of Contract & Renewals:*

This contract will be effective (date set upon award) and shall extend for the period of one (1)

year, at which time the contract may, upon mutual consent, be renewed. Such renewals are for a period of up to one (1) year, with a maximum of four (4) one year renewals, or until such reasonable time thereafter as is necessary to obtain a new contract. The "reasonable time" period shall not exceed twelve (12) months. During the "reasonable time" period Vendor may terminate the contract for any reason upon giving the Agency ninety (90) days written notice. Notice by Vendor of intent to terminate will not relieve Vendor of the obligation to continue to provide services pursuant to the terms of the contract.

Any change in Federal or State law, or court actions which constitute binding precedent in West Virginia, and which significantly alters the Vendor's required activities or any change in the availability of funds, shall be viewed as binding and shall warrant good faith renegotiation of the compensation paid to the Vendor by the Agency and of such other provisions of the contract that are affected. If such renegotiation proves unsuccessful, the contract may be terminated by the State upon written notice to the Vendor at least thirty (30) days prior to termination of this contract.

2.10 *Non-Appropriation of Funds:*

If the Agency is not allotted funds in any succeeding fiscal year for the continued use of the service covered by this contract by the West Virginia Legislature, the Agency may terminate the contract at the end of the affected current fiscal period without further charge or penalty. The Agency shall give the vendor written notice of such non-allocation of funds as soon as possible after the Agency receives notice. No penalty shall accrue to the Agency in the event this provision is exercised.

2.11 *Contract Termination:*

The State may terminate any contract immediately at any time the Vendor fails to carry out its responsibilities or to make substantial progress under the terms of this Request for Quotation and resulting contract. The State shall provide the Vendor with advance notice of performance conditions which are endangering the contract's continuation. If after such notice the Vendor fails to remedy the conditions contained in the notice, within the time period contained in the notice, the State shall issue the Vendor an order to cease and desist any and all work immediately. The State shall be obligated only for services rendered and accepted prior to the date of the notice of termination.

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

2.12 *Changes:*

If changes to the original contract become necessary, a formal contract change order will be negotiated by the State, the Agency and the Vendor, to address changes to the terms and conditions, costs of work included under the contract. An approved contract change order is defined as one approved by the Purchasing Division and approved as to form by the West Virginia Attorney General's Office, encumbered and placed in the U.S. Mail prior to the effective date of such amendment. An approved contract change order is required whenever the change affects the payment provision or the scope of the work. Such changes may be necessitated by new and amended Federal and State regulations and requirements.

As soon as possible after receipt of a written change request from the Agency, but in no event more than thirty (30) days thereafter, the Vendor shall determine if there is an impact on price

with the change requested and provide the Agency a written statement to identifying any price impact on the contract or to state that there is no impact. In the event that price will be impacted by the change, the Vendor shall provide a description of the price increase or decrease involved in implementing the requested change.

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

2.13 *Invoices:*

The Vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To" pursuant to the terms of the contract.

2.14 *Liquidated Damages:*

According to West Virginia State Code §5A-3-4(8), Vendor agrees that liquidated damages shall be imposed at the rate of \$1,000 per calendar day for failure to provide deliverables in accordance with mutually agreed upon project schedules and deadlines. This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue to any other additional remedy to which the State or Agency may have legal cause for action including further damages against the Vendor.

2.15 *Record Retention (Access & Confidentiality):*

Vendor shall comply with all applicable Federal and State of West Virginia rules and regulations, and requirements governing the maintenance of documentation to verify any cost of services or commodities rendered under this contract by Vendor. The Vendor shall maintain such records a minimum of five (5) years and make available all records to Agency personnel at Vendor's location during normal business hours upon written request by Agency within 10 days after receipt of the request.

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

3.0 Special Terms and Conditions:

3.1 **Insurance Requirements:** The Vendor, as an independent contractor, is solely liable for the acts and omissions of its employees and agents. Proof of insurance shall be provided by the Vendor at the time the contract is awarded naming the State of WV/DHHR as a certificate holder. The Vendor shall 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): \$500,000.00 per person, minimum of \$1,000,000.00 per occurrence.

- b) For property damage and liability: Minimum of \$1,000,000.00 per occurrence.
- c) For professional errors and omissions liability: Minimum of \$1,000,000 per occurrence.

3.1 License Requirements:

Successful Vendor must present evidence of certification or licensure with the West Virginia Workers Compensation and Unemployment Funds, a copy of its W. Va. Business Certificate and any other licenses it may be required to hold by the nature of its operation.

3.2 Debarment and Suspension:

Successful Vendor must certify that no entity, agency or person associated with the Vendor is currently debarred or pending suspension from conducting business with any governmental unit.

3.3 Purchasing Affidavit:

West Virginia Code §5A-3-10a requires that all bidders submit an affidavit regarding any debt owed to the State. The affidavit must be signed and submitted prior to award. It is preferred that the affidavit be submitted with the bid quotation.

4.0 Bid Schedule/Pricing Sheets

The specific administrative percentage will be determined before implementation and will be the same specific percentage for all self-directed participants. (See attached Informational Page.)

Estimated number of Aged and Disabled Waiver participants:

(Estimate is for bidding purposes only is not a guarantee of any volumes.)

| Level | Monthly Budget | Estimated Participants | Administrative Percentage | Monthly Cost |
|--|----------------|------------------------|---------------------------|--------------|
| A | \$995.52 | 25 | | |
| B | \$1334.12 | 75 | | |
| C | \$1712.32 | 150 | | |
| D | \$2090.52 | 100 | | |
| Total of Monthly Costs | | | | |
| Total Monthly Costs multiplied by 12 Months = | | | | |
| ADD Start-up and Implementation Costs | | | | |
| Total Annual Cost | | | | |
| Optional Services | | | | |
| (Estimated number of MR/DD Waiver participants is for bid purposes only.) | | | | |
| This rate will be a flat PM/PM rate and not based on the percentage of MR/DD individualized budgets. | | | | |
| All inclusive PM/PM rate for MR/DD waiver participants (Fiscal/Employer Agent Only) 100 Participants x PM/PM = | | | | |
| All inclusive PM/PM rate for MR/DD waiver participants (Fiscal/Employer Agent and Resource Consulting) 100 Participants x PM/PM = | | | | |
| Total of Optional Services | | | | |
| Grand Total of Total Annual Cost & Optional Services | | | | |

Informational Page

Aged and Disabled Waiver

Participants in the self-directed option will receive the monetized value of homemaker services at the highest amount of hours for their respective level of care.

All service levels receive the same number of units for nursing. All participants in the Aged and Disabled Waiver are afforded 6 units of nursing per month and an annual nursing assessment. The participant in the self directed option will receive the monetized value of these services every month.

All service levels receive a monthly flat rate for case management. The participant in the self directed option will receive the monetized value of this service every month.

All service levels receive transportation. There is no cap on transportation in the aged and disabled waiver. The self-directed monetized value of transportation will be based on the average utilization of transportation in the Aged and Disabled Waiver program.

The individualized budget will be determined utilizing the following formula:

| | Level A | Level B | Level C | Level D |
|---------------------------------|----------|-----------|-----------|-----------|
| Homemaker | \$756.40 | \$1134.60 | \$1512.80 | \$1891.00 |
| Case Management | \$71.10 | \$71.10 | \$71.10 | \$71.10 |
| RN Initial/Annual Assessment | \$10.00 | \$10.00 | \$10.00 | \$10.00 |
| RN Assessment | \$78.42 | \$78.42 | \$78.42 | \$78.42 |
| Transportation (97 miles/month) | \$40.00 | \$40.00 | \$40.00 | \$40.00 |
| Cost per Month | \$955.92 | \$1334.12 | \$1712.32 | \$2090.52 |

The administrative cost will be deducted to determine the individualized budget.

For example:

Level A: Cost per month – administrative cost = individual budget
 $\$955.92 - \95.59 (10% administrative cost) = $\$860.33$

The specific administrative percentage will be determined before implementation and will be the same specific percentage for all self-directed participants.

Each participant is notified of their monthly budget by the financial management entity and receives monthly reports on their budget amount and expenditures.

The administrative cost is utilized for payment of the financial management entity/resource consultant. The sum of all the services minus an administrative cost will be the equivalent of the participant's individualized budget.

Optional Services – MR/DD

West Virginia has two Title XIX waiver programs. WV plans to have a self-directed option in the MR/DD waiver by 2010. This option will model some of the practices of the current self-directed option in the AD waiver program. Due to the fact that MR/DD waiver is currently

developing this option and the budget methodology of this program, we are asking the vendor to give a PM/PM rate based on the cost of the F/EA services and RC services.

There will be a mandatory pre-bid meeting held at Bureau for Medical Services, 350 Capitol Street, Charleston, WV 25301. Meeting date and time: 3/27/2009 at 1:00 PM.

All inquiries of specification clarification must be addressed to:

Roberta Wagner
Purchasing Division
2019 Washington Street, East
P.O. Box 50130
Charleston, WV 25305-0130
Fax: (304) 558-4115
roberta.a.wagner@wv.gov

Vendors mailing bid quotations must allow sufficient time for mail delivery to ensure timely arrival. In accordance with West Virginia Code §5A-3-11, the Purchasing Division cannot waive or excuse late receipt of a bid which is delayed and late for any reason. Any bid received after the bid opening date and time **will** be immediately disqualified in accordance with State law and the administrative rules and regulations.

Vendors responding to this RFQ shall submit:

One original bid quotation

Purchasing Division
2019 Washington Street, East
P.O. Box 50130
Charleston, WV 25305-0130

The outside of the envelope or package(s) should be clearly marked:

Buyer: RW - 22
Req#: BMS90003
Opening Date: 4/16/2009
Opening Time: 1:30 pm

OPERATING ENVIRONMENT

Location: The Agency is located at 350 Capitol Street, Room 251, Charleston, West Virginia 25301-3709.

Background: In 2001, The West Virginia Bureau of Senior Services in partnership with the Agency began exploring the concept of self-directed services and ways to incorporate the principles of self-direction into the Medicaid Aged and Disabled Waiver Program. Self-direction is a national trend in which members in home and community-based services exercise choice and control over the services they receive and the individuals who provide them. Another feature of self-directed service delivery is the development of a personalized budget for the funds that pay for those services. West Virginia began this process as one (1) of five (5) states chosen to participate in a three (3) year assessment and technical assistance project entitled Expanding Consumer Direction in Aging Services. The project was jointly sponsored by the National Association on State Units on Aging, the Administration on Aging and the Robert Wood Johnson Foundation.

In 2004, the Bureau of Senior Services, in partnership with the Agency, to apply for and receiving a three (3) year grant from the Robert Wood Johnson Foundation entitled Cash and Counseling. The overall objective of this grant is to implement a self-directed option within the Medicaid Aged and Disabled Waiver Program entitled Personal Options. The Agency submitted its Medicaid Aged and Disabled Waiver renewal application in June 2005 which included the self-directed service delivery option to the Centers for Medicare and Medicaid (CMS). The Agency received approval of the waiver renewal from CMS in September, 2005. CMS supports the philosophy self-direction and the development of self-directed service delivery options and is urging states to incorporate this philosophy into their home and community-based programs. Personal Options, will allow members to tailor services to meet their needs. Members will be able to hire, supervise, and terminate their own employees. Members will be the employer of record. Members will have budget authority and will develop an individualized spending plan based on their service needs. The Agency intends to incorporate the self-direction service delivery model into other Medicaid programs which will also utilize the government FEA.

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

VENDOR OWING A DEBT TO THE STATE:

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

PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

If this is a solicitation for a public improvement construction contract, the vendor, by its signature below, affirms that it has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code*. The vendor **must** make said affirmation with its bid submission. Further, public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code* and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the *West Virginia Code* may take place before their work on the public improvement is begun.

ANTITRUST:

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the state of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the state of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the state of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

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

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. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.

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

Vendor's Name: _____

Authorized Signature: _____ Date: _____

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 Resident Vendor Preference, if applicable.

1. **Application is made for 2.5% resident 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% resident 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% resident 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% resident 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% resident 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% resident 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.

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: _____ **Signed:** _____

Date: _____ **Title:** _____

*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.