



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 |
| FLC12017 |

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

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|--------------|---------------|----------|--------|---------------|
| DATE PRINTED | TERMS OF SALE | SHIP VIA | F.O.B. | FREIGHT TERMS |
| 08/09/2011 | | | | |

BID OPENING DATE: 09/08/2011 BID OPENING TIME 01:30PM

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

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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| SIGNATURE | TELEPHONE | DATE |
| TITLE | FEIN | ADDRESS CHANGES TO BE NOTED ABOVE |

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

GENERAL TERMS & CONDITIONS

REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

1. Awards will be made in the best interest of the State of West Virginia.
 2. The State may accept or reject in part, or in whole, any bid.
 3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
 4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
 5. Payment may only be made after the delivery and acceptance of goods or services.
 6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
 7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
 8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
 9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
 10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
 11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
 12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
 13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
 14. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
 15. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
 16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.
- I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or Fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

INSTRUCTIONS TO BIDDERS

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



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| 0003 | 5 | EA | | 961-20 | | |
| PER EACH DEFICIENCY, SEVERITY LEVEL II WITH FINDING | | | | | | |
| INDEPENDENT INFORMAL DISPUTE REVIEW FOR LONG-TERM CARE FACILITIES FOR DEFICIENCIES CITED AS SEVERITY LEVEL II WITH A FINDING OF SUBSTANDARD QUALITY OF CARE, AS DEFINED BY CMS. | | | | | | |
| 0004 | 13 | EA | | 961-20 | | |
| PER EACH DEFICIENCY, SEVERITY LEVEL III - | | | | | | |
| INDEPENDENT INFORMAL DISPUTE REVIEW FOR LONG-TERM CARE FACILITIES FOR DEFICIENCIES CITED AT SEVERITY LEVEL III (ACTUAL HARM), AS DEFINED BY CMS. | | | | | | |
| 0005 | 12 | EA | | 961-20 | | |
| PER EACH DEFICIENCY, SEVERITY LEVEL IV - | | | | | | |
| INDEPENDENT INFORMAL DISPUTE REVIEW FOR LONG-TERM CARE FACILITIES FOR DEFICIENCIES CITED AT SEVERITY LEVEL IV (IMMEDIATE JEOPARDY), AS DEFINED BY CMS. | | | | | | |

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| 0006 | 60 | EA | | 961-20 | | |
| <p>PER EACH DEFICIENCY, ADDITIONAL FEE FOR TELEPHONIC ADDITIONAL FEE FOR TELEPHONIC REVIEW (VERSUS DESK REVIEW).</p> <p>THIS WILL BE A MULTIPLE AWARD CONTRACT AND AWARD WILL BE MADE FROM LOW BID TO HIGH. THE PROGRAM WOULD LIKE AT THREE INDEPENDENT REVIEW ORGANIZATIONS TO CONDUCT AN INDEPENDENT FORMAL DISPUTE RESOLUTION PROCESS FOR LICENSED NURSING HOMES AND/OR MEDICARE AND/OR MEDICAID CERTIFIED NURSING FACILITIES THAT CONTEST A CITATION ISSUED BY THE NURSING HOME PROGRAM WITHIN THE OFFICE OF HEALTH FACILITY LICENSURE & CERTIFICATION (OHFLAC) FOR A DEFICIENT PRACTICE, PURSUANT TO CHAPTER 16, ARTICLE 5C OF THE WEST VIRGINIA STATE CODE OR PURSUANT TO FEDERAL LAW AS BEING CONTRARY TO LAW OR UNWARRANTED BY THE FACTS OR BOTH, PER THE ATTACHED SPECIFICATIONS.</p> <p>TERM OF THE CONTRACT SHALL BE FOR ONE YEAR WITH THE OPTION OF TWO, ONE YEAR RENEWALS.</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AWARD..... AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> | | | | | | |

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

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| <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 05/26/2009 EXHIBIT 4</p> <p>LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES IN THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEND TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA. IF THE VENDOR DOES NOT WISH TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST CLEARLY INDICATE SUCH REFUSAL IN HIS BID. SUCH REFUSAL SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY MANNER.</p> <p>REV. 3/88</p> | | | | | | |

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| <p>INQUIRIES: WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON 8/23/2011. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR E-MAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, E-MAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO:</p> <p>ROBERTA WAGNER DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25311</p> <p>FAX: 304-558-4115 E-MAIL: ROBERTA.A.WAGNER@WV.GOV</p> <p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.</p> <p>REV 07/16/2007 VENDOR PREFERENCE CERTIFICATE</p> <p>THIS TEAM EXHIBIT HAS BEEN REPLACED BY THE ONLINE</p> | | | | | | |

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| VERSION WHICH IS AVAILABLE HERE: HTTP://WWW.STATE.WV.US/ADMIN/PURCHASE/VRC/VENPREF.PDF NOTICE A SIGNED BID MUST BE SUBMITTED TO: DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130 PLEASE NOTE: A CONVENIENCE COPY 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.:-----FLC12017----- BID OPENING DATE:-----9/8/2011----- BID OPENING TIME:-----1:30 PM----- PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: ----- | | | | | | |

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| CONTACT PERSON (PLEASE PRINT CLEARLY): | | | | | | |
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| ***** THIS IS THE END OF RFQ FLC12017 ***** TOTAL: | | | | | | _____ |

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(Revised 08-09-11)

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| <p>Purpose</p> | <p>To obtain an open-end contract with at least three independent review organizations to conduct an independent informal dispute resolution process for licensed nursing homes and/or Medicare and/or Medicaid certified nursing facilities that contest a citation issued by the Nursing Home Program within the Office of Health Facility Licensure and Certification (OHFLAC) for a deficient practice, pursuant to chapter 16, article 5C of the West Virginia State Code or pursuant to federal law, as being contrary to law or unwarranted by the facts or both.</p> <p>The term “facility” shall be used to refer to the licensed nursing home and/or Medicare and/or Medicaid certified nursing facility. The term “director” shall refer to the secretary of the department of health and human resources or his or her designee.</p> |
| | |
| <p>Minimum Qualifications</p> | <ol style="list-style-type: none"> (1) The independent review organization shall be accredited by the Utilization Review Accreditation Commission. (2) Reviewers employed by the independent review organization must be either licensed registered professional nurses or other qualified licensed, registered, and/or certified health professionals with previous work experience in long-term care and who have extensive knowledge and understanding of long-term care regulations and current standards of professional practice. All reviewers must possess a current valid, unimpaired license, registration, and/or certification in their field of practice. (3) For a reviewer to demonstrate “extensive knowledge and understanding of long-term care regulations”, the reviewer must, at a minimum, have successfully completed the Basic Long-Term Care Surveyor Course offered by the Centers for Medicare & Medicaid Services (CMS), successfully passed CMS’s Surveyor Minimum Qualification Test (SMQT), and worked as a surveyor of nursing homes for at least five years since 1998. (4) Prior to utilizing as reviewers any persons formerly employed by OHFLAC, the independent review organization must verify with the director that such former OHFLAC employees left in good standing and that the use of them as reviewers in the independent informal dispute resolution process would not present a conflict of interest. OHFLAC will determine whether a conflict of interest exists when an individual reviewer is a former employee of OHFLAC. |
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(Revised 08-09-11)

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| <p>Mandatory Requirements</p> | <p>The independent informal dispute resolution process consists of the following:</p> <ol style="list-style-type: none"> (1) Within ten working days of receipt of the written request for the independent informal dispute resolution process made by a facility, the independent review organization shall hold an independent informal dispute resolution conference unless additional time is requested by the facility. Before the independent informal dispute resolution conference, the facility may submit additional information. (2) The facility may not be accompanied by counsel during the independent informal dispute resolution conference. (3) The manner in which the independent informal dispute resolution conference is held is at the discretion of the facility, but is limited to: <ol style="list-style-type: none"> a. A desk review of written information submitted by the facility; or b. A telephonic conference; or c. A face-to-face conference held at the facility or a mutually agreed upon location. (4) If the independent review organization determines the need for additional information, clarification or discussion after conclusion of the independent informal dispute resolution conference, the independent review organization shall request this information of the director and the facility. (5) Within ten calendar days of the independent informal dispute resolution conference, the independent review organization shall provide and make a determination, based upon the facts and findings presented, and shall transmit a written decision containing the rationale for its determination to the facility and the director. (6) Each independent review organization shall provide quarterly reports to the director which shall at a minimum include the number of facilities for which an informal dispute resolution process was requested, the number of state licensure and/or federal Medicare / Medicaid certification deficiencies that were individually reviewed for each facility requesting an informal dispute resolution process, and the results of each review. |
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Specifications for RFQ FLC12017

(Revised 08-09-11)

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| OHFLAC's Duties and Responsibilities | <p>(1) No later than ten working days following the last day of the survey or inspection, or no later than twenty working days following the last day of a complaint investigation, the director shall transmit to the facility a statement of deficiencies committed by the facility. Notification of the availability of the independent informal dispute resolution process and an explanation of the independent informal dispute resolution process shall be included in the transmittal.</p> <p>(2) When the facility returns its plan to correct the cited deficiencies to the director, the facility may request in writing the independent informal dispute resolution process to refute the cited deficiencies.</p> <p>(3) Within five working days of receipt of the written request for the independent informal dispute resolution process made by a facility, the director shall refer the request to an independent review organization from the list of certified independent review organizations approved by the state.</p> <p>(4) The director shall vary the selection of the independent review organization on a rotating basis. The director shall acknowledge in writing to the facility that the request for independent review has been received and forwarded to an independent review organization for review. The notice shall include the name and address of the independent review organization.</p> <p>(5) Upon receipt of the written decision by the independent review organization, the director shall review the results and their rationale.</p> <p>a. If the director disagrees with the determination, the director may reject the determination made by the independent review organization and shall issue an order setting forth the rationale for the reversal of the independent review organization's decision to the facility within ten calendar days of receiving the independent review organization's determination.</p> <p>b. If the director accepts the determination, the director shall issue an order affirming the independent review organization's determination within ten calendar days of receiving the independent review organization's determination.</p> <p>c. If the independent review organization determines that the original statement of deficiencies should be changed as a result of the independent informal dispute resolution process and the director accepts the determination, the director shall transmit a revised statement of deficiencies to the facility within ten calendar days of the</p> |
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(Revised 08-09-11)

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| | independent review organization's determination. |
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| Special Terms and Conditions | Standard professional liability insurance |
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| License Requirements | <p>(1) Each successful vendor must show proof that all reviewers used by the independent review organization have previous work experience in long-term care, have extensive knowledge and understanding of long-term care regulations and current standards of professional practice, and possess current valid, unimpaired licenses, registrations, and/or certifications in their fields of practice.</p> <p>(2) For a reviewer to demonstrate “extensive knowledge and understanding of long-term care regulations”, the reviewer must, at a minimum, have successfully completed the Basic Long-Term Care Surveyor Course offered by CMS, successfully passed CMS’s SMQT, and worked as a surveyor of nursing homes for at least five years since 1998.</p> |
| | |
| Life of Contract | Date of coverage: upon award and continue for a period of one (1) year with the option for two (2) one-year renewals. |
| | |
| Rotation of Vendors | Requests for independent informal dispute resolutions shall be assigned to the approved vendors on a rotational basis. The rotation will start with the lowest bidder and will proceed to the next bidder in ascending order based on the bid. |

FLC12017 Cost Sheet

| Item # | Estimated Annual Usage (Per Deficiency) | Description | Unit Cost | Total Cost |
|--------|---|--|-----------|------------|
| 1 | 19 | Provision of independent informal dispute review for long-term care facilities for deficiencies cited at Severity Level I (potential for no more than minimal harm), as defined by CMS. | | |
| 2 | 70 | Provision of independent informal dispute review for long-term care facilities for deficiencies cited at Severity Level II (potential for more than minimal harm but no actual harm, substandard quality of care, or immediate jeopardy), as defined by CMS. | | |
| 3 | 5 | Provision of independent informal dispute review for long-term care facilities for deficiencies cited at Severity Level II with a finding of substandard quality of care, as defined by CMS. | | |
| 4 | 13 | Provision of independent informal dispute review for long-term care facilities for deficiencies cited at Severity Level III (actual harm), as defined by CMS. | | |
| 5 | 13 | Provision of independent informal dispute review for long-term care facilities for deficiencies cited at Severity Level IV (immediate jeopardy), as defined by CMS. | | |
| 6 | 60 | Additional Fee for Telephonic Review (versus Desk Review) | | |

GRAND TOTAL AMOUNT:

\$ _____

Vendor Name (Printed)

Vendor Signature and Date

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

RFQ No. FLC 12017

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: _____

Authorized Signature: _____ Date: _____

State of _____

County of _____, to-wit:

Taken, subscribed, and sworn to before me this ___ day of _____, 20__.

My Commission expires _____, 20__.

AFFIX SEAL HERE

NOTARY PUBLIC _____

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.