



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

Request for Quotation

RFQ NUMBER
FLC12078

PAGE
1

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

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

DATE PRINTED 11/18/2011	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: 12/22/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	YR		948-55		
OPEN-END BLANKET CONTRACT						
<p>CONTRACTOR TO PERFORM NURSES AIDE TRAINING</p> <p>THE OFFICE OF HEALTH FACILITY LICENSURE AND CERTIFICATION IS SEEKING A VENDOR TO PERFORM TESTING AND TRAINING SERVICES FOR (1) NURSING ASSISTANT TRAINING AND COMPETENCY EVALUATION PROGRAM (NATCEP), (2) EDUCATE-THE-EDUCATOR, (3) FOR APPROVED MEDICATION ADMINISTRATION PERSONNEL (AMAP) AND (4) NURSING ASSISTANT REFRESHER COURSE, PER THE ATTACHED SPECIFICATIONS.</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>						

REV. 3/88

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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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. 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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<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> <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</p>						

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<p>IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 04/11/2001</p> <p>INQUIRIES WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF</p>						

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<p>BUSINESS ON 12/06/2011. 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 VERSION WHICH IS AVAILABLE HERE: HTTP://WWW.STATE.WV.US/ADMIN/PURCHASE/VRC/VENPREF.PDF</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p>						

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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.:-----FLC12078----- BID OPENING DATE:-----12/22/2011----- 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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***** THIS IS THE END OF RFQ FLC12078 ***** TOTAL: _____						

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Office of Health Facility Licensure and Certification

PART 1 GENERAL INFORMATION

- 1.1 **Purpose:** The Department of Health and Human Resources, Office of Inspector General, Office of Health Facility Licensure and Certification (OHFLAC), hereinafter referred to as "Agency", to provide testing services for Nursing Assistant Program.
- 1.2 **Project:** To obtain the services of an experienced vendor to develop, produce and provide services related to the administering of written/verbal competency and skill performance evaluation, testing for Nursing Assistants and the Approved Medication Administration Personnel (AMAP) candidates in the State of West Virginia in accordance with federal regulation (42 CFR 483:156) and the State guidelines criteria and Legislative Rule §64CSR60.
- 1.3 **Location:** Agency is located at 408 Leon Sullivan Way, Charleston, WV 25301-1713.

PART 2 MANDATORY REQUIREMENTS

- 2.1 Vendor shall have at least five (5) years of experience in developing and administering the Nursing Assistant Testing as per the federal and state regulations.
- 2.2 Vendor shall not receive any funding from the WVDHHR for this service. Vendor should collect evaluation/testing fees from all Participants as per contract fee schedule.
- 2.3 Vendor shall coordinate and consult with the Director of the Office of Health Facility Licensure and Certification (OHFLAC) or his designee, in the performance and production of the services.
- 2.4 Vendor will keep the OHFLAC informed of the progress and development of the evaluations and the scheduling thereof. Any and all costs of obtaining OHFLAC approvals, coordination of services, and providing monthly reports must be included in the participant fees for the services provided.
- 2.5 Vendor will be solely responsibility for the complete performance of the services specified herein. Vendor should coordinate all scheduling, questions and scoring with OHFLAC for approval.
- 2.6 Vendor shall provide evidence of five (5) or more years of experience that verifies their Qualifications/Services and establishes their ability to meet the requirements and services identified in Project A, B, C and D of this RFQ.
 - 2.6.1 Vendor shall provide evidence of their internal Quality Assurance/Quality Control procedures for administering, test preparation and scoring of the Nursing Assistant and the Unlicensed Medication Personnel, etc., Project A-18.
- 2.7 Statement of Qualifications/Services should have a cover, table of contents, divider sheets. Each copy should be in the following order:
 - Cover letter
 - Background/Experience
 - Organization Chart with Individual Resumes
 - Project A: Nursing Assistant Training & Competency Evaluation Program (NATCEP)
 - Project B: Educate-the-Educator Curriculum & Workshop
 - Project C: Examination for Approved Medication Administration Personnel (AMAP)
 - Project D: Nursing Assistant Refresher Course Curriculum & Workshop

- Fee Schedule
 - Project Attachments(s)

Separate each section of the qualifications by using a divider sheet with an integral tab for ready reference. Identify the tabs in accordance with the RFQ, which is to be consistent with the Table of Contents.

2.7.1 PAGE SIZE, BINDING, DIVIDERS, AND TABS:

Qualifications should be printed on letter-size (8-1/2" x 11") paper and assembled in a hard back binder.

Separate and identify each project/criteria response in this RFQ by use of a divider sheet with an integral tab for ready reference.

2.7.2 TABLE OF CONTENTS:

Submittals should include a "Table of Contents" and give page numbers for each part of the qualifications.

2.7.3 PAGINATION: Number all pages sequentially using Arabic numerals (1, 2, 3, etc.)

PART 3 SCOPE OF WORK

Vendor shall be responsible for all administrative actions and performance related to the following project/deliverables:

PROJECT A: WV Nursing Assistant Training & Competency Evaluation Program (NATCEP)

Vendor shall provide Registered Nurses to perform the services related to administering a written competency and skill performance evaluation examination for eligible candidates in Medicare and Medicaid long-term care nursing facilities in West Virginia in accordance with the federal regulation (42 CFR 483:156) and state guidelines (**Criteria**).

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

Vendor shall perform the following tasks or requirements:

JOB ANALYSIS

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

1. POOL OF WRITTEN EVALUATION ITEMS

Vendor will provide to OHFLAC a pool of six hundred to eight hundred (600-800) questions for the written competency evaluation based upon the job analysis and consistent with the content identified in the Criteria, including among other things, basic Nursing Assistant skills, personal care skills, cognitive, behavioral and social care, basic restorative services, resident's rights, abuse and neglect. A minimum of one monthly evaluation will be conducted to accommodate the

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

2. DISTRIBUTION OF EVALUATION INFORMATION

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

3. NOMINATION OF SKILLS COMPETENCY EVALUATORS

Vendor will nominate to OHFLAC candidates for skills competency evaluators who will be employed by the vendor. Vendor will provide resumes of individuals who meet the qualifications listed in the **CRITERIA** and 42 CFR 483.154(c)(4)(ii) of the federal regulations and are approved by OHFLAC's Nursing Assistant Program. **NOTE:** The skills demonstration part of the evaluation must be (ii) Administrated and evaluated by a registered nurse with at least one year's experience in providing care for the elderly or the chronically ill of any age.

4. PREPARATION OF SKILLS COMPETENCY EVALUATORS

Vendor will train the vendor-approved competency evaluators to conduct skills competency evaluations. The preparation of the evaluator will emphasize observation techniques and judgment in rating to maintain reliability between competency evaluators. If the vendors process changes, all employees will need to be updated or refreshed on that change. Otherwise, the training is limited to the new employees, only. The orientation of all employees must be available for review to the OHFLAC representative, upon request.

Vendor will use item writers with experience in the area of nursing and resident care in long-term care facilities for the purpose of generating evaluation questions in accordance to federal regulation (483.154) and the **Criteria**. The questions will include items which require recall, application and analysis of information related to safe care of residents in long-term care facilities.

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

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

5. DEVELOPMENT OF POOL OF SKILLS PERFORMANCE EVALUATION ITEMS

Vendor will provide to OHFLAC a pool of twenty (20) to forty (40) skills based on the job analysis and the "minimum curriculum" in the **Criteria** and federal regulations (483.154 and 483.152(b)(3).

Vendor will provide a task analysis of each skill with each step provided a numerical value and time required according to the importance of the step. The task analysis steps are to be arranged in a concise format for examination.

6. APPROVAL BY OHFLAC

Vendor will seek approval of OHFLAC for the items in the pool of written questions and for the skills in the pool of skills for appropriateness to the CRITERIA and federal regulations (483.152, 483.54).

7. FINAL WRITTEN EVALUATION INSTRUMENTS

From the pool of knowledge-based items, the vendor will provide an established process for developing equated forms of the written evaluation which are designed to meet the federal requirements. A narrative describing the process is required. The pool reflects the curriculum content in the CRITERIA and federal regulation (483.152(b), which are reliable, valid, job-related, secure and legally defensible.

Each written competency evaluation will consist of at least fifty (50) items and not more than one hundred (100) items to be changed on a monthly basis to maintain validity of the test. The evaluation will be designed to be fifty (50) minutes in length with two (2) hours of time allotted for completion. The written evaluation will consist of four multiple choice items. The vendor will submit a sample evaluation form to Office of Health Facility Licensure and Certification for review no later than four (4) weeks after award of the contract.

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

8. EQUATING EVALUATION FORMS

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

9. ORAL VERSION

Vendor will develop an oral version of all written knowledge-based evaluation. The oral version will be administered by a human reader or proctor. The oral version will also include a written section which determines the ability to read job related information flow sheet. A sample of the flow sheet will be submitted for review.

Vendor will provide information regarding how the administration of the oral evaluation will be handled, and how the test validity will be maintained.

10. INDIVIDUAL SKILLS PERFORMANCE INSTRUMENTS

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

11. MINIMUM PASSING SCORE

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

12. TASK ANALYSIS AND DISTRIBUTION OF CHECKLISTS

For each skill approved by OHFLAC, the vendor will distribute a task checklist which delineates

steps and identifies critical elements to Nursing Assistant educational programs. These check lists of tasks are for distribution to candidates through individual programs for the skills performance evaluation to provide equity and fairness in the opportunity for precise preparation. A minimum of five (5) task check lists with steps describing how to complete the task.

13. ESTABLISH SITES AND SCHEDULE EVALUATION

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

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

Vendor will provide the raters seven (7) hours of orientation training sessions which include: identification required for admission, the form to be used, data to be collected, instruction to candidates and permitted comments, observational techniques for rating, and practice. Any changes to the already established process require re-training of all employees. The training session records for all employees must be available for review to the Agency's representative, upon request.

14. FINAL FORM AND DOCUMENTATION

Vendor will prepare the evaluations in final form with supporting material and evaluation date schedules and will deliver such to the Agency no later than four (4) weeks after award of the contract. Vendor will prepare to meet with the Agency no later than five (5) weeks after awarding of the contract to discuss the above documents.

15. REGISTRATION OF ELIGIBLE CANDIDATES

Vendor will be required to verify "test eligible" candidates with the Nursing Assistant Program and the National Sex Offenders Public Registry prior to issuance of the competency exam.

16. CASHIERING

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

Vendor will pay the fee for preparing the competency evaluators.

17. ADMINISTRATION OF THE EVALUATION

Within five (5) weeks after awarding of the contract, the vendor will begin to administer oral evaluations, for those candidates who so request, and written evaluations to all other candidates. Vendor must describe how the skills portion of the examination will be conducted, which staff member will make the final scoring pass/fail decision. Vendor will administer skills performance evaluations and a descriptive quality assurance plan must be developed to maintain the integrity of this process.

18. QUALITY ASSURANCE

- a. Vendor shall provide and manage a comprehensive and vigorous plan to ensure exam security and integrity in the examining process at all times. Vendor shall submit the formal plan it intends to implement to assure security and integrity throughout the

examination process. The vendor shall describe and provide examples of the performance data it will collect from its evaluation program and demonstrate how it will use the feedback to improve its testing program.

- b. The vendor shall develop and manage a system of quality assurance with respect to the processing and disposition of candidate applications.
- c. The vendor shall control the security of an examination before administration and examination results after administration, including printing, shipping, or otherwise conveying information regarding testing and test scores.
- d. The vendor must comply with DHHR security policies for protection of personal information.
- e. The vendor shall provide a system for controlling the security of each examination during administration for both written (nurse aide and unlicensed medication personal) and skills, including but not limited to: candidate identification, seating arrangements, distributing of examination materials, and monitoring of the examination.
- f. The vendor shall provide an internal procedure for investigation and correcting alleged or determined breach of security, including missing examinations, candidate cheating, candidate use of fraudulent ID credentials, actions on questionable score validity and other identified irregularities, including but not limited to correction of deficiencies of its own system.
- g. The vendor shall report identified quality assurance issues to the Agency within two (2) business days of discovery. The vendor shall include in its report measures the vendor will take or has taken to resolve the issues. Reportable issues include, but are not limited to, equipment problems, employee performance issues examination site conditions, exam administration irregularities and scoring irregularities.

19. SCORING

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

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

20. DISTRIBUTION AND TRANSFER OF TEST RESULTS

Vendor will distribute (via US Mail) the test results for all candidates with a school composite comparing programs and indicating areas of strength and weakness in both the written exam and the skills portion to authorizing Agency within ten (10) working days of the test.

Vendor shall submit to authorizing Agency the testing results, encrypted in the following format:

- a. Vendor will assign all test eligible candidates a unique ID number, (non-duplicated)
- b. Vendor will distribute the testing results to the Agency in a viewable format, and in compliance with the federal and state regulations.
- c. The elements in the report will include: the applicant's first, middle and last name and/or maiden name, social security number, NATCEP training program's name and assigned program number, test date, written test score, whether the applicant passed or failed the written and the skills portion of the test; final test score for both written and skills, and lastly, the number of test occurrences.

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

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

On an as needed basis, Vendor will provide to the Agency, a Performance Report of the NATCEP program providers with a competency evaluation failure rate of 40% or more and/or a pattern of frequent failure.

21. REPEAT EXAMINATIONS

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

PROJECT B: Educate-the-Educator Curriculum & Workshop

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

Educate-the-Educator workshop is typically a three (3) day workshop for registered professional nurses to teach the Nursing Assistant Training and Competency Evaluation Programs (NATCEPs) to satisfy the requirements in accordance to the federal and state guidelines.

One of the three days shall be devoted to policy and procedure and/or guidelines related to the NATCEP program. This single day may or may not be opened to other professionals in the industry who might be interested in obtaining additional information regarding NATCEP federal and state guidelines. Attendance may be granted for the one day policy and procedure or guidelines instruction for RN instructors who have already obtained a vocational teaching certificate and are exempt from the educate –the-educator requirements.

Vendor shall use instruction in educational theory, learning theory and teaching methods and strategies which are considered effective with the adult learner.

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

Vendor shall perform the following tasks or requirements:

1. TRAINING COURSE FOR PRIMARY INSTRUCTORS AND COORDINATOR

A training course for primary instructors must be a minimum of 16 hours in length and cover the following areas:

- Principles of adult learning and training techniques;
 - Formulating training objectives, including behavior objectives which state measurable performance criteria for competency evaluation;
 - Designing the curriculum to provide a logical organization of the material;
 - Developing lesson plans;
 - Choosing appropriate teaching strategies and methodologies;
 - Developing learning materials;
 - Providing a mechanism for evaluating trainee learning;
 - Effectively supervising trainees' clinical experience;
 - Defining criteria for successful achievement of training program objectives; and
 - Developing a record keeping system.
- Step-by-Step instructions on how to seek calendar approval, and required documents from OHFLAC- Nursing Assistant Program.

2. INSTRUCTIONAL MATERIAL

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

Vendor will provide the draft course outline and the training material that will be used for the workshop.

Policy changes related to the program will be provided to the vendor in a written format by OHFLAC on an as needed basis.

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

3. CERTIFICATE OF COMPLETION

Vendor will provide the participant with a certificate indicating participation and completion of the workshop.

The vendor is required to seek approval from the WV RN Board of Nurses to provide twenty-four (24) continuing education credits to the registered professional nurse for this course.

4. RESULTS

Vendor will provide to OHFLAC a list of workshop participants twice a year (June, January), in a format viewable by OHFLAC compliant with federal and state guidelines.

This all-inclusive list will include dates and locations of the workshop, first and last name of the participant, West Virginia Registered Nurse license number, and continuing education contract hours.

If the applicant does not qualify to be a NATCEP instructor, then the certificate will read: "Non-NATCEP Instructor". Each certificate will be issued according to the candidate's enrollment status. Example: (NATCEP-Instructor, or Non-NATCEP-Instructor, Administrator, etc.).

5. PROPOSED SITE SCHEDULE

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

6. SCHEDULING RESPONSIBILITIES

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

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

7. COLLECTION OF FEES

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

8. INSTRUCTOR CREDENTIALS

The instructor of the training course for the educate the educator sessions shall have one year experience in presenting this instruction in educational and learning theory and teaching methods and strategies which are considered effective for the adult learner.

A RN is preferred, however, a mastered level educator with experience in teaching adult learners may be considered. See qualifying condition(s) for exemption, the mastered-level applicant listed below.

The registered nurse (RN) must have a minimum of two (2) years of experience as a registered nurse, with at least one (1) of those years of which must be in the provision of the long-term care setting. The potential applicant must have completed a course in teaching adults or have experience in teaching adults, have a valid vocational certificate from West Virginia Department of Education, as well as a valid WV professional RN licenses that is in good standing.

The RN's work experience must total up to 2080 clock hours in a certified nursing facility, or a certified distinct part of the hospital.

Qualifying condition(s) for exemption, the RN applicant must:

1. Have as least one year of experience as an instructor in nursing in a college or university nursing program accredited by the West Virginia Board of Nursing and has had clinical teaching experience of at least six (6) months in a long-term care setting.

Qualifying condition(s) for exemption, the mastered-level applicant must:

1. This individual must have five (5) or more years of experience in teaching adult learners and have a West Virginia Department of Education Vocational Certificate.

Vendor shall provide the credentials of all workshop instructors to OHFLAC for approval.

PROJECT C: Examination for Approved Medication Administration Personnel (AMAP)

The approved medication administration personnel (AMAP) evaluation shall determine the minimal competencies of the individual to provide safe outcomes to residents in approved facilities under the supervision of a registered professional nurse to administer medication according to Legislative Rule §64CSR60. The evaluation items will reflect the content identified in the curriculum of the Provider Manual, Medication Administration by Unlicensed Personnel.

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

Vendor shall perform the following tasks or requirements:

1. DISTRIBUTION OF EVALUATION INFORMATION

Vendor will prepare and distribute (via US Mail) preliminary information regarding the examination process to the approved registered nurses and facilities. Upon request, the Vendor will send applications to potential candidates through the AMAP approved registered professional nurse program. All published information shall be printed in easy to understand language and free of typographical errors. The application information will include how to prepare for the evaluation, how the registered professional nurse will administer the test, a fee schedule, evaluation content areas, what to expect on the first day of the test, security procedures and the approval of the candidate to test. A certificate of completion is to be issued to each successful candidate.

2. AMAP- REGISTERED NURSE (AMAP- RN)

The AMAP-RN is the nurse that has successfully completed the facility trainer/instructor (Web-CT course) orientation course developed by the authorizing agency.

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

3. VALIDITY OF TESTS

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

4. DEVELOPMENT OF POOL OF WRITTEN EVALUATION ITEMS

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

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

The questions will include items which require the participant's recall, application and analysis of information related to the safe administration of medication to residents.

Vendor will have a process of editing and reviewing item composition for stereotypical, discriminatory or inappropriate language and a description of how this component will be met must be explained in the RFQ. All items will be composed for a grade 12 reading level comprehension.

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

5. **ITEM WRITER QUALIFICATIONS**

Individuals preparing the questions for the evaluation must have two (2) years of immediate experience in the area of medication administration, knowledge of medication, medication terminology, medication abbreviations, vital signs, storing and disposal of medication and documentation of medication orders and administration.

6. **APPROVAL BY OHFLAC**

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

7. **FINAL WRITTEN EVALUATION INSTRUMENTS**

From the pool of knowledge based items, the vendor will have an established process for developing equated forms of the written evaluation which are designed to meet the state requirements for §16-5O-1 et seq., Medication Administration by Unlicensed Personnel, which reflect the curriculum content in the **PROVIDER MANUAL** and which are reliable, valid, job related, secure and legally defensible.

Each written competency evaluation will consist of at least fifty (50) items and not more than one hundred (100) items to be changed on a monthly basis to maintain validity of the test. The evaluation will be designed to be fifty (50) minutes in length with two (2) hours of time allotted for completion. The written evaluation will consist of four multiple-choice items. Vendor will submit a sample evaluation form to OHFLAC for review no later than four (4) weeks after award of the contract.

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

8. **MINIMUM PASSING SCORE**

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

9. **EVALUATION PREPARATION**

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

10. FINAL FORM AND DOCUMENTATION

Vendor will prepare the evaluations in final form with supporting material and will deliver such to OHFLAC no later than four (4) weeks after award of the contract. Vendor will be prepared to meet with OHFLAC no later than five (5) weeks after award of the contract to discuss the above documents.

11. CERTIFICATE OF COMPLETION

Vendor will provide the participant with a certificate completion. The certificate is to include a unique identification number, the first, middle initial, last name and maiden name, date of completion, RN Instructor's name, and facility name.

12. REGISTRATION OF ELIGIBLE UNLICENSED PERSONNEL

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

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

13. DISTRIBUTION OF TEST MATERIALS

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

14. SCORING

Vendor shall have written basis or methodology used for scoring.

15. DISTRIBUTION AND TRANSFER OF TEST RESULTS

Vendor shall submit to authorizing Agency the testing results, encrypted in the following format:

- a. Vendor will assign all test eligible candidates a unique ID number, (non-duplicated)
- b. Vendor will distribute the testing results to the Agency in a viewable format, and in compliance with the federal and state regulations.

An example of exported information would include: an identification number, applicant's first, middle, last name, and/or maiden name, birth date (mm/dd/yyyy), date the test was scored, the test results, and number of test occurrences, provider name the AMAP attended, the approved RN-AMAP's first and last name, title and WV RN license number.

16. FEE COLLECTION

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

PROJECT D: NURSING ASSISTANT REFRESHER COURSE

Vendor shall provide curriculum for the refresher course and conduct interactive workshops that are sixteen (16) hours or greater in duration. The workshops will prepare each participant for instruction in educational theory. This session must contain behaviorally stated objectives for each unit of instruction. Each objective must state performance criteria which are measurable and which will serve as the basis for competency evaluations.

This course is an alternative for the nurse aides who have lost their registry status due to the lack of, or inability, to fulfill federal requirements by working for monetary compensation every twenty-four (24) months since placement on the registry, or for those who were issued disciplinary action related to an alleged allegation (alternative sanction).

This training session will also allow time for practice in the skills lab setting.

1. REGISTRATION OF ELIGIBLE CANDIDATES

Vendor will be required to verify that all potential candidates are eligible for this course, by checking the National Sex Offenders Public Registry and the OHFLAC website at: <http://www.wvdhhr.org/ohflac/nurseaide/nalookup/nalookup.asp> prior to granting attendance to the refresher sessions.

Before a candidate can be admitted to attend the refresher course, the candidate must present all of the following items listed below:

- 1) A copy of the letter addressed to the candidate issued by the Nurse Aide Registry indicating that the eligible candidate is required to take the refresher course, or the Vendor must be able to validate the candidate's eligibility status listed on the Nurse Aide Registry's website reflecting the following message: – *"This nurse aide is eligible for the Refresher Course Program and the CEP until (date),*
- 2) their actual Social Security card and,
- 3) a photo identification card or driver's license.

2. GUIDELINES AND PROCEDURE

The nurse aide refresher course is a review of the curriculum covered in an approved nurse-aide training program and includes the opportunity to practice and review the skills required of a long-term care nurse to pass the state competency exam.

The course is a minimum of 16 hours, but can be longer. Applicants are eligible for the refresher course, if they are in the following four (4) categories:

- a. Have lost their registry status within the past five (5) years due to their inability to fulfill the federal requirements to retrain by working for monetary compensation every twenty-four (24) months since placement on the registry. [§483.75 (e) (7)]
- b. Failed to re-register within the allowed time frame.
- c. Have been mandated by the Agency, to re-train in certain area(s), or
- d. Have been issued a sanction by the Agency, as an alternative measure of discipline instead of a stricter penalty.

Other Restrictions:

- 1) Applicants that qualify to take the refresher course due to categories a, b, under 2. Guidelines and Procedures must:
 - a. Complete the refresher course and pass the competency exam within six months (6) after completing the refresher course
- 2) Applicants that qualify to take the refresher course for categories c, d, under 2. Guidelines and Procedures must:
 - a. Complete the refresher course and pass the competency exam one-hundred and twenty days (120) from the issue date of the letter, or the time span listed in the letter issued by the Agency.
- 3) All applicants have three (3) opportunities to take and pass the state approved exam. After exhausting the three (3) testing attempts, the applicant will be required to complete a full WV Nurse Aide Training Competency Evaluation course and successfully pass the state approved competency exam.
- 4) Applicants are not eligible to work in a nursing home until they have passed the state approved skills and written test and their eligibility status changes on the Nurse Aide Registry.

3. TRAINING COURSE FOR REFRESHER

Vendor shall conduct an interactive learning environment using teaching strategies which are considered effective for the adult learner.

The first day will be devoted to educational theory and the second day will be performance skills lab. All skills listed on the "Skills Performance Record" lists are required to be taught.

PREPARATORY SESSION: The preparatory sessions will be at least sixteen (16) clock hours or longer in duration. The curriculum must contain the minimum curriculum requirement topics.

SKILLS DEMONSTRATION: The skills demonstration part of the evaluation shall be performed by or under the general supervision of a registered nurse in a nursing home or laboratory setting comparable to the setting in which the person will function as a nurse aide.

SETTING AND EQUIPMENT: The classroom shall have appropriate equipment, be of adequate size, and not interfere with resident activities.

4. REFRESHER COURSE OUTLINE

- I. The Health Care Delivery System
 - A. Role of the long-term care (LTC) Nurse Aide
 - B. Ethical and Legal Considerations
 1. Abuse and Neglect
 - a) Abuse definitions
 - b) Legislative rule – 64CSR06
 - c) Identifying and Reporting
 - d) Investigation Process
 2. Adult Protective Services
 3. Ombudsman
 4. Resident Rights
- II. Providing a Secure Environment
 - A. Infection Control
 - B. Communicable Diseases and OSHA requirements
 - C. Safety and Accident Prevention
 - D. Using good body mechanic
- III. Communication Skills
 - A. Observation, Reporting and recording
 - B. Basic medical terminology
 - C. Communicating with residents and families
- IV. Special needs
 - A. Aging process
 - B. Confusion and behavior problems
 - C. Alzheimer's disease
 - D. Care of the dying resident
- V. Providing Basic Care
 - A. Moving and positioning
 - B. Ambulation
 - C. Personal care and hygiene
 - D. Vital signs

- E. Nutrition and fluids
- F. Elimination
- G. Restorative Care

VI. Time Management and Resident's Chart Review

VII. Skills Performance Record

VIII. Nurse Aide Handbook

IX. Frequently Asks Questions and Answers

5. ABUSE IN-SERVICE MATERIAL

Topics related to the abuse in-service are a requirement, and must be taught exactly as outlined and as written by the Agency or federal regulations.

6. SKILLS PERFORMANCE RECORD (WVNATCEP-7)

The "Skills Performance Record" lists the minimum tasks/skills required to be taught and learned in the NATCEP. Vendor will allow the student's the opportunity to practice their skills and do return demonstration in the description for performance of skills – WVNATCEP-8-outlined. For, WVNATCEP-8 "Description for Performance of Skills," is a step-by-step reference to the skills performance guide.

At completion of the refresher workshop, the vendor will provide each nurse aide with a photocopy of the WVNATCEP-8, which is a complete list of skills performed by the nurse aide while employed in WV's long-term care nursing home setting. If the skill is not listed on the WVNATCEP-8, the nurse aide cannot perform it in the nursing home setting in WV.

7. INSTRUCTIONAL MATERIAL

Vendor shall develop interactive curriculum which will prepare the participant through instruction in educational theory and skills demonstration. This training session will be offered regionally, at set intervals.

The course will included the review of the required curriculum, education criteria, and federal and state regulations for Nursing Assistants in the State of West Virginia.

Vendor will provide a draft course outline, lesson plans, textbook title, edition and publishing year used during this training session.

The core curriculum will be fully developed by the vendor and presented for review and approval to OHFLAC, one (1) week after signing of the contract. The first training session will begin approximately two (2) weeks after curriculum approved.

8. INSTRUCTOR QUALIFICATIONS

The registered nurse (RN) must have a minimum of two (2) years of experience as a registered nurse, with at least one (1) of those years of which must be in the provision of long-term care facility services. Instructors must have completed a course in teaching adults or have experience in teaching adults, hold a vocational certificate from West Virginia Department of Education, and have a valid WV professional RN licenses that is in good standings.

The RN's work experience must total up to 2080 clock hours in a certified nursing facility, or a certified distinct part of the hospital.

Qualifying conditions for exemption, the applicant must:

Hold a vocational certificate from West Virginia Department of Education; or have as least one year of experience as an instructor in nursing in a college or university nursing program accredited by the West Virginia Board of Nursing and has had clinical teaching experience of at least six (6) months in a long-term care setting.

9. CERTIFICATE OF COMPLETION

Vendor will provide the participants with a completion certificate when the applicant successfully completes the required session. The certificate will included the type of certificate issued, total hours attended, the applicant's first, middle and last name with nurse aide registration or identification number (if applicable), location of training site, date(s) attended, NATCEP RN-instructor's name, and title.

In addition to what is listed above, the completion certificates issued for Alternative Sanction will also list the mandatory topic(s) outlined in the official letter issued by the Agency to the applicant.

10. PROPOSED SITE SCHEDULE

Vendor will provide a proposed schedule with locations for conducting workshops with no less than six (6) workshops annually.

11. DISTRIBUTION OF CLASS PARTICIPATION RESULTS

Vendor will complete the "Refresher completion" roster form (WVNATCEP-14), and submit to the Agency within ten (10) working days after class completion. Applicants are not eligible to take the competency exam until their status listed on nurse aide registry reflects that they are eligible to take the exam.

PART 4 GENERAL TERMS AND CONDITIONS

4.1 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.

4.2 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.

4.3 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.

4.4 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 pursuant to the terms of this RFQ and resulting contract. Neither the Vendor, nor any employees or contractors of the vendor, shall be deemed to be employees of the State for any purposes whatsoever.

Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension or other deferred compensation

plans, including but not limited to, Workers' Compensation and Social Security obligations, and licensing fees, etc. and the filing of all necessary documents, forms and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including but not limited to the foregoing payments, withholdings, contributions, taxes, social security taxes and employer income tax returns.

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

4.5 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.

4.6 Contract Provisions:

After the successful Vendor is selected, a formal contract document will be executed between the State and the Vendor. In addition, the RFQ and the Vendor's response will be included as part of the contract by reference. The order of precedence is the contract, the RFQ and the Vendor's bid in response to the RFQ.

4.7 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.

4.8 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.

4.9 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.

4.10 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 two (2) 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.

4.11 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.

4.12 Contract Termination:

The State may terminate any contract resulting from this RFQ immediately at any time the Vendor fails to carry out its responsibilities or to make substantial progress under the terms of this RFQ 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 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.

4.13 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.

4.14 Invoices, Progress Payments, & Retainage: Not Applicable

4.15 Liquidated Damages:

According to West Virginia State Code §5A-3-4(8), Vendor agrees that liquidated damages shall be imposed at the rate of one-hundred dollars (\$100) per day for failure to provide deliverables, meet miles stones identified to keep the project on target, or failure to meet specified 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.

4.16 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.

4.17 Confidentiality, Privacy and Security Requirements:

The Vendor shall comply with all applicable State and Federal law regarding confidentiality/privacy including the confidentiality requirements of §1160 and §1902(a)(7) of the Social Security Act, the information safeguarding requirements of Title 42, Part 431, Subpart F (42 CFR 431 F), and the privacy and security requirements of Title 45 Parts 160 and 164 (45 CFR 160 and 164).

4.18 Bid and Performance Bonds: Not applicable.

4.19 Insurance Requirements:

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

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

4.20 Computer Hardware/Software Capabilities:

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

4.21 Fee Charges

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

4.22 Rights of Ownership

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

4.23 Inspection of Work Performed:

The agency, or any other authorized representative will, at all reasonable time, have the right to enter the vendor's premises or such other places where duties under this contract are being performed to inspect, monitor, or otherwise evaluate the work being performed. The vendor must provide reasonable access to all facilities and assistance to the State and Federal representatives.

SERVICE PROVIDED	FEE PAID BY INDIVIDUAL	ESTIMATED NUMBER OF INDIVIDUALS RECEIVING SERVICE	ANNUAL TOTAL
PROJECT A			
NURSING ASSISTANT WRITTEN EVALUATION FEE	\$	X 1450 =	\$
NURSING ASSISTANT ORAL EVALUATION FEE	\$	X 20 =	\$
NURSING ASSISTANT SKILLS PERFORMANCE EVALUATIONS FEE	\$ _____	X 1515 =	\$
PROJECT B			
EDUCATE THE EDUCATOR WORKSHOP FEE	\$ _____ (3days)	25	\$
	\$ _____ (1 day)*	5	\$
PROJECT C			
AMAP SCORING FEE	\$	X 890 =	\$
PROJECT D:			
NURSING ASSISTANT REFRESHER COURSE	\$	X 100 =	\$
ANNUAL GRAND TOTAL			\$

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

Basis of Award:

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

BACKGROUND

PROJECT A

WEST VIRGINIA Nursing Assistant TRAINING & COMPETENCY EVALUATION PROGRAM (NATCEP)

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

At this time, approximately one hundred thirty (130) programs are approved to educate long-term care Nursing Assistants in West Virginia. Ninety-four (94) nursing homes are certified as nursing facilities approved for participation in Medicare and Medicaid at this time. An additional thirteen (13) distinct parts of hospitals are also certified as nursing facilities. Fifty-eight (58) nursing facilities provide training for those Nursing Assistants in their employment. Thirty-eight (38) vocational technical high school and adult programs address Nursing Assistant preparation. There are also twenty (20) NATCEPs sponsored by a variety of agencies.

Presently available data indicates that there will be 1,500 to 2,000 candidates annually for evaluation.

PROJECT B:

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

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

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

PROJECT C:

WEST VIRGINIA MEDICATION ADMINISTRATION BY UNLICENSED PERSONNEL

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

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

At this time, there are approximately one hundred eighty (180) health care facilities approved to provide medication administration. There are approximately seven hundred twenty-seven (727) registered professional nurses approved to provide AMAP training.

BACKGROUND

**PROJECT D:
NURSING ASSISTANT REFRESHER COURSE**

The refresher is a review of the full nurse aide training competency education program curriculum. This interactive session will allow the applicant the opportunity to practice and perform skills used in the long-term care nursing home setting.

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.

RFQ No. FLC12078

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 _____