# The State of West Virginia

**Bureau for Medical Services** 



Request for Quotation MED13003

## **Psychological Consultant Services**

#### **Receipt Location:**

WV Department of Health and Human Resources
Office of Purchasing
One Davis Square, Suite 100
Charleston, WV 25301

<u>WARNING:</u> Prospective Offerors who have received this document from a source other than the Issuing Office should immediately contact the Issuing Office and provide their name and mailing address so that amendments to the RFQ or other communications can be sent to them. A prospective Offeror who fails to notify the Issuing Office with this information assumes complete responsibility in the event that they do not receive communications from the Issuing Office prior to the closing date.

Quotations shall be addressed to:

WV Department of Health and Human Resources
Office of Purchasing
ATTN: Donna D. Smith, Senior Buyer
One Davis Square, Suite 100
Charleston, WV 25301
Donna.D.Smith@wv.gov

Telephone (304) 957-0218 Fax (304) 558-2892

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Rev. 03/15/12

### REQUEST FOR QUOTATION

(Bureau for Medical Services MED13003)

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#### **SECTION ONE: GENERAL INFORMATION**

- 1.1 **Purpose:** The DHHR Office of Purchasing, hereinafter referred to as the "DHHR," is soliciting quotations pursuant to **West Virginia Code** §9-2-9b and the Medicaid Services Contracts Purchasing Methodology and Manual for the Bureau of Medical Services, hereinafter referred to as the "Bureau" or "BMS," to provide psychological consultant services to assist the Bureau in managing the provision of Medicaid services to applicants and recipients in the areas of Nursing Facility, Intermediate Care Facility/Mentally Retarded (ICF/MR) care, the Intellectual/Developmental Disabilities (I/DD) Waiver and Children with Disabilities Community Services Program (CDCSP).
- 1.2 By signing and submitting its quotation, the successful Vendor agrees to be bound by all the terms contained in this RFQ.

A Request for Quotation (RFQ) is generally used for the procurement of services in situations where conformity to specifications and price are the sole determining factors. Through its quotation, the bidder defines how it intends to meet (or exceed) the RFQ requirements.

1.2.1 Compliance with Laws and Regulations: The Vendor shall procure all necessary permits and licenses to comply with all applicable Federal, State, or municipal laws, 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 shall be borne by the Vendor. 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.

#### 1.3 Schedule of Events:

Vendor's Written Questions Submission Deadline	06/27/12
Mandatory Pre-bid Conference	N/A
Addendum Issued	07/18/12



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1.4 **Mandatory Pre-bid Conference** (*Bureau Option*): BMS has the option of requiring any Vendor wishing to participate in the RFQ process attend a mandatory pre-bid conference. If this option is exercised, it would be listed in the Schedule of Events (Section 1.3) of this RFQ and a date and time would be specified below. A mandatory pre-bid will be conducted on the date listed below:

Date: Time:

Location: 350 Capitol Street – Room 251 Telephone Number: (304)-558-1700

All interested Vendors are required to be represented at this meeting. **Failure to attend the mandatory pre-bid shall result in the disqualification of the bid.** No one person may represent more than one Vendor.

All potential Vendors are requested to arrive prior to the starting time for the pre-bid conference. Vendors who arrive late, but prior to the dismissal of the technical portions of the pre-bid conference will be permitted to sign in. Vendors who arrive after conclusion of the technical portion of the pre-bid, but during any subsequent part of the pre-bid will not be permitted to sign the attendance sheet.

An attendance sheet will be made available for all potential Vendors to complete. This will serve as the official document verifying attendance at the mandatory pre-bid. Failure to provide your company and representative name on the attendance sheet will result in the disqualification of your bid. The DHHR will not accept any other documentation to verify attendance. The Vendor is responsible for ensuring they have completed the information required on the attendance sheet. The DHHR and the Bureau will not assume any responsibility for a Vendor's failure to complete the pre-bid attendance sheet. In addition, all potential Vendors are asked to include their e-mail address and fax number.

1.5 **Inquiries:** Inquiries regarding specifications of this RFQ must be submitted in writing to the DHHR Buyer with the exception of questions regarding the quotation submission which may be oral. The deadline for written inquiries is identified in the Schedule of Events, Section 1.3. All inquiries of specification clarification must be addressed to:

WV Department of Health and Human Resources
Office of Purchasing
ATTN: Donna D. Smith, Senior Buyer
One Davis Square, Suite 100
Charleston, WV 25301
Donna.D.Smith@wv.gov
Telephone (304) 957-0218 Fax (304) 558-2892

No contact between the Vendor and the Bureau is permitted without the express written consent of the DHHR Buyer. Violation may result in rejection of the bid. The DHHR Buyer named above is the sole contact for any and all inquiries after this RFQ has been released.



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- 1.6 Verbal Communication: Any verbal communication between the Vendor and any DHHR personnel is not binding, including that made at the mandatory pre-bid conference. Only information issued in writing and added to the RFQ specifications by an official written addendum by the DHHR Office of Purchasing is binding.
- 1.7 **Addenda:** If it becomes necessary to revise any part of this RFQ, an official written addendum will be issued by the DHHR Office of Purchasing.

#### SECTION TWO: PROJECT SPECIFICATIONS

- 2.1 **Location:** Bureau is located at 350 Capitol Street Room 251, Charleston, WV 25301.
- 2.2 Background and Current Operating Environment: The Bureau for Medical Services is a division within the Department of Health and Human Resources, located at 350 Capitol Street, Charleston, WV 25301. The Bureau is responsible for the development of policies and procedures for statewide implementation of the Medicaid program under the federally approved State Plan. The Bureau also interacts with other interdepartmental divisions as well as with all medical service practitioners, providers and provider organizations.

The West Virginia Medicaid program covers the Federal mandatory services and a number of optional services. Professional psychological participation and/or medical participation in the programmatic decisions and determinations for individuals with mental retardation, developmental disabilities and related conditions is a requirement for the receipt of Federal matching funds to Medicaid.

The Bureau for Medical Services is required by the Centers for Medicare and Medicaid Services (CMS) to determine medical eligibility for the ICF/MR, I/DD Waiver Program and CDCSP. In addition, CMS and the Bureau mandates a second level screening evaluation for Medicaid applicants who apply for a nursing level of care in a nursing home and who may have a co-occurring mental health or mental retardation/developmental disability condition.

The BMS Office of Home and Community-Based Services (HCBS) is charged with the responsibility of determining initial and annual medical eligibility for the I/DD Waiver Program and the CDCSP Program. The BMS Office of Facilities is charged with the responsibility of evaluating individuals who require a Pre-Admission Screening and Resident Review (PASRR) Level II evaluation in order to determine appropriate placement.

It is necessary to determine the need for an ICF/MR level of care for the I/DD Waiver Program and the CDCSP Program. Additionally, it is necessary to determine the need for CDCSP applicants or re-determinations for active participants on the program who require an ICF/MR, NF (ICF or nursing), an acute care hospital level of care. Level of care for admission to a nursing home requires a "PASSR Level II" evaluation for individuals with a physical/medical condition/related condition or a mental health condition.

The Bureau for Medical Services or the Bureau's contractor is expected to receive approximately 1,550 initial I/DD Waiver certifications and approximately, 4,500 I/DD Waiver re-certifications annually. BMS receives approximately 200 CDCSP initial and re-certification reviews annually. For the I/DD Waiver, the State Medicaid Eligibility Policy requires the completion of the initial



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medical evaluation within sixty (60) calendar days of application for Waiver services and a final determination by the Medical Eligibility Contracted Agent (MECA) within thirty (30) calendar days of receipt of the completed initial application (total ninety (90) calendar days). From the point of referral, PASRR Level II evaluations are required to be completed within seven (7) to nine (9) calendar days of referral. During fiscal year 2011, there were one-hundred and nineteen (119) State Fair Hearings requested when applicants were denied initial eligibility or re-certification over all, three (3) hearings requested for PASRR, eight (8) hearings for CDCSP, one (1) hearing for ICF/MR and one-hundred and seven (107) hearings for IDD Waiver.

The computer system, data collection, and system interface are key elements to the functionality of the eligibility process and quality improvement activities. In order to monitor quality, the eligibility system is dependent upon a routine collection of data and data systems that yield data reports and coordination with BMS contractors who conduct quality monitoring activities. Data reports lead to quality improvement activities. It is necessary to have a data system that collects specific, timely and accurate data, is accessible, and interfaces with other data systems (DHHR and/or DHHR contractors). Documentation, data and record storage must be maintained in compliance with Federal and State regulations. Records, data, or physical location must be accessible to Federal or State review and BMS (and other State contractors acting on behalf of the Bureau for Medical Services).

The Vendor must maintain complete, accurate, and legible records as outlined in Chapter 300 of the West Virginia Medicaid Policy Manual. Records must substantiate fully the type, scope, and medical necessity of the service by member record. Documentation shall include the member name, service description, date, and provider signature or other requirements as outlined in Medicaid policy located at <a href="http://www.dhhr.wv.gov/bms/Pages/ProviderManuals.aspx">http://www.dhhr.wv.gov/bms/Pages/ProviderManuals.aspx</a>. The member's file must be maintained for at least five (5) years after the last date of service. Any record that is under dispute or investigated must be maintained until the issue is resolved. Records must be readily accessible. The maintenance and electronic transmission of member records must be Health Insurance Portability and Accountability Act (HIPAA) compliant.

Qualifications and Experience: Vendors will provide in Attachment A: Vendor Response Sheet information regarding their firm, such as staff qualifications and experience in completing similar projects; references; copies of any staff certifications or degrees applicable to this project; proposed staffing plan; descriptions of past projects completed entailing the location of the project, project manager name and contact information, type of project, and what the project goals and objectives were and how they were met.

#### 2.4 Mandatory Requirements

The following mandatory requirements must be met by the Vendor as a part of the submitted quotation. Failure on the part of the Vendor to meet any of the mandatory specifications shall result in the disqualification of the quotation. The terms "must", "will", "shall", "minimum", "maximum", or "is/are required" identify a mandatory item or factor. Decisions regarding compliance with any mandatory requirements shall be at the sole discretion of the Bureau.

#### VENDOR ADMINISTRATIVE OPERATION REQUIREMENTS

2.4.1 The Vendor must comply with requirements listed in Attachment B.



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- 2.4.2 The Vendor must have five (5) years' experience and knowledge of the State, Federal and local Medicaid rules and regulations pertaining to ICF/MR facilities, I/DD Waiver services, CDCSP and Nursing facilities PASRR Level I and II evaluations.
- 2.4.3 The Vendor must develop a process and procedural manual for the eligibility and/or evaluation processes for the I/DD Waiver Program, CDCSP Program, ICF/MR facilities and PASRR Level II evaluations within (30) calendar days of contract award. The manual and any updates must be approved by BMS fourteen (14) calendar days prior to implementation for each eligibility and/or evaluation process.
- 2.4.4 The Vendor will develop a quality management manual within thirty (30) calendar days of contract award. The manual must include a quality management plan to include both quality assurance standards and quality improvement activities for all program requirements. The results must be reported to BMS at monthly face to face or conference call contract management team meetings. The manual and any updates must be approved by BMS fourteen (14) calendar days prior to quality management implementation.
- 2.4.5 The Vendor must provide quarterly reports and/or ad hoc data collection, data analysis and data reporting to BMS with fourteen (14) calendar day from end of quarter and/or request for ad hoc data collection, data analysis and data reporting. Ad hoc reports shall be bid as an all-inclusive hourly rate and shall require Bureau approval of a Statement of Work (SOW) and submission of a related Cost Estimate. BMS will outline the necessary quarterly data reports below.
  - Total Evaluation Data: to include initial approvals, denials, re-determination approvals, re-determination denials.
  - CDCSP: Initial approvals, denials, re-determination approvals, re-determination denials, attorney consults.
  - ICF/MR: Initial approvals, denials, re-determination approvals, re-determination denials, attorney consults.
  - PASRR: Desk reviews, out of state referrals, trainings for evaluators, trainings to providers.
  - IDDW: Initial approvals, denials, re-determination approvals, re-determination denials, attorney consults.
  - Fair Hearings: Pre-hearing approvals, completed hearings, withdraws and abandoned.
  - Quality: Monitoring process utilizing data and quality information to engage in actions that assure continuous improvement.
- 2.4.6 The Vendor will participate in a minimum of one (1) monthly contractual management meeting, via face to face or conference call with BMS.
- 2.4.7 The Vendor will be responsible for providing all operational and administrative support services necessary for the operation of the medical eligibility determinations for the I/DD Waiver Program, CDCSP Program, ICF/MR facilities and PASRR Level II evaluations.



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- 2.4.8 The Vendor will participate/represent the Bureau in fair hearings for PASRR Level II assessments, I/DD Waiver medical eligibility determinations, ICF/MR medical eligibility determinations, and CDCSP medical eligibility determinations.
- 2.4.9 The Vendor will be available five (5) days per week (Monday through Friday, excluding WV observed holidays) via telephone or e-mail during normal business hours (9:00 a.m. through 5:00 p.m.) Eastern Standard Time. The Vendor will make arrangements to be available on an emergency basis and provide BMS with an emergency contact.
- 2.4.10 The Vendor must specify their proposed West Virginia office location and agree to provide the following: One (1) dedicated Project Manager, a computer system that is compatible West Virginia Office of Technology with the (WVOT) http://www.technology.wv.gov/support/Pages/default.aspx currently supported versions of the Microsoft<sup>™</sup> Operating System, Microsoft Office<sup>™</sup> Suite, Internet Explorer® and current technologies for data interchange, appropriate administrative and clerical/data support, and storage capacity for maintaining current and archived member eligibility/medical records as required by law and/or regulation in either paper or electronic format within thirty (30) calendar days of contract award.
- 2.4.11 The Vendor will provide, at a minimum one (1) up to a maximum of four (4) face to face statewide trainings for each of the following programs annually: PASRR Level II, CDSCSP, ICF/MR facilities, I/DD Waiver or ICAP. All trainings and training materials must be approved by BMS fourteen (14) calendar days in advance of the training.

#### ICF/MR PROGRAM ELIGIBILITY:

- 2.4.12 The Vendor shall provide at a minimum, one (1) WV licensed psychologist for determining eligibility for levels of care ICF/MR.
- 2.4.13 The Vendor must determine ICF/MR eligibility initially and redeterminations annually within thirty (30) calendar days of receipt of a completed packet from the provider. Annual redeterminations are to be completed within thirty (30) calendar days of the anniversary date of initial eligibility and sent to the Vendor for review. Additionally, the Vendor will review ICAP response booklets to determine the reimbursement rate initially and annually thereafter to support accuracy of the rate.
- 2.4.14 The Vendor will provide the BMS claims fiscal agent with information required to generate authorizations for services which include, the ICAP level scores and corresponding effective and termination dates for ICF/MR facility participants. The Vendor and claims fiscal agent will create an interface in order for Vendor to input information regarding authorizations.
- 2.4.15 The Vendor will utilize evaluations (Medical, Psychiatric, Psychological, etc.) submitted by the applicant to determine each resident's ICF/MR level of care.
- 2.4.16 The Vendor is required to perform an on-site review of ICAP assessments per each facility on an annual basis for quality monitoring of the process. The Vendor will be required to visit 100% of all ICF/MR facilities in the first year of the contract and then 33% per contract year.



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2.4.17 The Vendor will notify in writing, the individual/member or legal representative and local county DHHR office of the denial and appeal rights regarding the eligibility decision.

#### PASRR PROGRAM ELIGBILITY LEVEL II

- 2.4.18 The Vendor shall provide at a minimum one (1) WV licensed psychologist for determining eligibility for nursing facility services, PASRR Level II.
- 2.4.19 The Vendor will conduct an independent desk review or face-to-face visit for PASRR Level II evaluations to determine medical eligibility for individuals who may need nursing facility level of care and trigger Level II evaluation.
- 2.4.20 The Vendor will notify the referring entity of the results of the PASRR Level II evaluation in writing via completing Page 6 on the PAS and written report within nine (9) calendar days of receipt of referral.
- 2.4.21 The Vendor shall be responsible for ensuring that the Level II evaluators complete all PASRR Level II evaluations within nine (9) calendar days of receipt of referral including a completed written report.
- 2.4.22 The Vendor will provide face to face or web-based PASRR training and certification, for WV Licensed Psychologists at minimum once annually.
- 2.4.23 The Vendor shall recruit, train and identify WV Licensed Psychologists throughout the state to conduct PASRR Level II evaluations and will be responsible for monitoring each evaluator through review of submitted reports.
- 2.4.24 The Vendor is responsible for all clerical and/or administrative functions associated with the determination of eligibility for PASRR Level II evaluations. Functions will include, written notification of eligibility, tracking of applicants, requests for information regarding eligibility, tracking of eligibility decisions tracking of certified/trained/ approved evaluators and tracking of Medicaid fair hearing status.

#### I/DD WAIVER ELIGIBILITY

- 2.4.25 The Vendor shall provide at a minimum one (1) WV Licensed Psychologist for determining eligibility for I/DD Waiver.
- 2.4.26 The Vendor shall be responsible for the completion of the initial assessment and determination of medical eligibility within ninety (90) calendar days of a completed initial application request and will notify BMS in writing of all determinations.
- 2.4.27 The Vendor shall be responsible for annual re-determination of medical eligibility of members prior to each member's annual anchor date and will notify BMS and the I/DD Waiver Administrative Services Organization (ASO) in writing of all determinations. A member's anchor date is the annual date that each member's medical eligibility is due to be re-determined as well as the date for that member's annual Individual Program Plan (IPP).



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- 2.4.28 The Vendor shall be responsible for the development and coordination of the Independent Psychological Network (IPN) comprised of WV Licensed Psychologists, to ensure completion of the Independent Psychological Evaluation (IPE) assessments to determine initial medical eligibility for the I/DD Waiver program and second medical evaluations as requested by BMS.
- 2.4.29 The Vendor shall recruit, approve and train WV Licensed Psychologists throughout the state to conduct I/DD Waiver evaluations, including monitoring the accuracy of their reports and providing necessary re-education.
- 2.4.30 The Vendor in cooperation with the BMS I/DD Waiver ASO shall provide quarterly clinical reviews of evaluation reports as needed. The type, scope, and frequency shall be outlined in the Quality Indicators as developed by BMS and approved by CMS in the I/DD Waiver Application located at <a href="http://www.dhhr.wv.gov/bms/hcbs/IDD/Documents/IDDApp.PDF">http://www.dhhr.wv.gov/bms/hcbs/IDD/Documents/IDDApp.PDF</a>.
- 2.4.31 The Vendor will coordinate with the BMS I/DD Waiver ASO to ensure accurate reporting of quarterly data pertaining to evaluations completed, timelines, eligibility decisions and hearings as identified in 2.3.5.
- 2.4.32 The Vendor will be responsible for scheduling of psychological assessments with the IPN to ensure the initial request for evaluation is completed within ninety (90) calendar days.
- 2.4.33 The Vendor will be responsible for reimbursing IPN psychologists directly for completion of the Independent Psychological Evaluation at the prevailing Medicaid rate for applicants who are not Medicaid eligible at the time of assessment. Cost incurred by the Vendor for reimbursing IPN psychologists directly for the completion of the Independent Psychological Evaluation for non-Medicaid eligible applicants are considered a pass through cost and may be separately invoiced to the Bureau and are not required to be included in the Cost Proposal.
- 2.4.34 The Vendor will be responsible for communicating to the ASO that the completed evaluation is approved for processing for payment.
- 2.4.35 The Vendor will track and report receipt of all initial eligibility applications and assignments, completions and payments to all members of the IPN, completed evaluations by the IPN and payments to the IPN.
- 2.4.36 The Vendor shall ensure that the IPN has the statewide coverage necessary to complete evaluations in the required timeframes in 2.3.32.

#### **CDCSP ELIGIBILITY**

- 2.4.37 The Vendor shall be responsible for assessment review and determination of required medical eligibility for the CDCSP.
- 2.4.38 The Vendor shall provide a WV Registered Nurse for determining eligibility for levels of care for the CDCSP.

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- 2.4.39 The Vendor shall determine medical eligibility for the CDCSP within thirty (30) calendar days of receipt of a complete application.
- 2.4.40 The Vendor shall make annual re-determinations of medical eligibility for the CDCSP within thirty (30) calendar days of the individual's anchor date of medical eligibility.
- 2.3.41 The Vendor will utilize evaluations (Medical, Psychiatric, Psychological, etc.) submitted by the applicant in order to determine the level of care for the CDCSP.
- 2.4.42 The Vendor will notify in writing the individual/member or legal representative, DHHR county office and BMS regarding the eligibility decision and appeal rights for the CDCSP within thirty (30) calendar days of receipt of a completed application.
- 2.4.43 The Vendor is responsible for all clerical and/or administrative functions associated with the determination of eligibility for the CDCSP. Functions will include written notification of eligibility, tracking of applicants, requests for information regarding eligibility, tracking of eligibility decisions, tracking of certified/trained/approved evaluators, and tracking of Medicaid fair hearing status.

#### ADDITIONAL SERVICES

- 2.4.44 Vendor shall provide additional services to comply with externally driven changes to BMS programs and requirements, including any State or Federal laws, rules, and regulations. Additional services shall be bid as an all-inclusive hourly rate and shall require Bureau approval of a Statement of Work (SOW) and submission of a related Cost Estimate.
- 2.5 **Oral Presentations (Bureau Option):** BMS has the option of requiring oral presentations of all Vendors participating in the RFQ process. If this option is exercised, it would be listed in the Schedule of Events (Section 1.3) of this RFQ. During oral presentations, Vendors may not alter or add to their submitted quotation, but only clarify information. A description of the materials and information to be presented is provided below:
  - 2.5.1 Materials and Information Required at Oral Presentation: Not Applicable.

#### SECTION THREE: VENDOR QUOTATION

- 3.1 **Economy of Preparation:** Quotations should be prepared simply and economically providing a straightforward, concise description of the Vendor's abilities to satisfy the requirements of the RFQ. Emphasis should be placed on completeness and clarity of the content.
- 3.2 **Incurring Cost:** Neither the DHHR nor any of its employees or officers shall be held liable for any expenses incurred by any Vendor responding to this RFQ, including but not limited to preparation, delivery, or travel.
- 3.3 **Quotation Format:** Vendors should provide responses in the format listed below:

**Title Page:** State the RFQ subject, number, Vendor's name, business address,

telephone number, fax number, name of contact person, e-mail address,

and Vendor signature and date.



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Table of Contents: Clearly identify the material by section and page number.

Attachment A: Within the attached response sheet (Attachment A: Vendor Response

> **Sheet**), provide the following: firm and staff qualifications and experience in completing similar projects; references; copies of any staff certifications or degrees applicable to this project; proposed staffing plan; descriptions of past projects completed entailing the location of the project, project manager name and contact information, type of project, and what the

project goals and objectives were and how they were met.

Also, describe the approach and methodology proposed for this project.

Attachment B: Complete Attachment B: Mandatory Requirements Checklist. By

> signing and dating this attachment, the Vendor acknowledges that they meet or exceed each of these specifications as outlined in 2.4 of Section Two: Mandatory Requirements. The DHHR reserves the right to require

documentation detailing how each is met at its discretion.

Attachment C: Complete Attachment C: Cost Sheet included in this RFQ. Cost should

be clearly marked.

Oral Presentations: If established by the Bureau in the Schedule of Events (Section 1.3), all

Vendors participating in this RFQ will be required to provide an oral presentation, based on the criteria set in Section 2.5. During oral presentations, Vendors may not alter or add to their submitted quotation,

but only to clarify information.

3.4 Quotation Submission: All quotations must be submitted to the DHHR Office of Purchasing prior to the date and time stipulated in the RFQ as the opening date. All bids will be dated and time stamped to verify official time and date of receipt.

Vendors should allow sufficient time for delivery. In accordance with the *Medicaid* Services Contracts Purchasing Methodology and Manual, the DHHR Office of Purchasing shall not waive or excuse late receipt of a quotation, which is delayed or late for any reason. Any quotation received after the bid opening date and time shall be immediately disqualified in accordance. The quotation will be stamped as "Bid Received Late," maintained with the official file and posted online upon receipt with the other quotations.

#### Vendors responding to this RFQ shall submit:

One original quotation plus six (6) convenience copies, including one copy on cd to:

WV Department of Health and Human Resources Office of Purchasing ATTN: Donna D. Smith, Senior Buyer One Davis Square, Suite 100 Charleston, WV 25301 Donna.D.Smith@wv.gov Telephone (304) 957-0218 Fax (304) 558-2892



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The outside of the envelope or package(s) for both the technical and the cost should be clearly marked:

Vendor:	
Buyer:	
Req #:	
Opening Date:	
Opening Time:	1:30 p.m.

3.5 **Purchasing Affidavit:** In accordance with Medicaid Services Contracts Purchasing Methodology and Manual, all bidders submit an affidavit regarding any debt owed to the State of West Virginia. The affidavit must be signed and submitted prior to award. It is preferred that the affidavit be submitted with the quotation.

http://www.dhhr.wv.gov/bms/ProcurementNotices/Documents/RFPs/MED\_PURCHASING\_AFFID\_AVIT.pdf

- 3.6 **Resident Vendor Preference:** In accordance with Medicaid Services Contracts Purchasing Methodology and Manual, Vendors may make application for Resident Vendor Preference. Said application must be made on the attached Resident Vendor Certification form at the time of quotation submission.

  http://www.dhhr.wv.gov/bms/ProcurementNotices/Documents/RFPs/MS\_Venpref.pdf
- 3.7 **Bid Opening:** The DHHR Office of Purchasing will open and announce the quotations received prior to the date and time specified in the Request for Quotation. A quotation may be deemed non-qualifying for a number of reasons including, but not limited to, the bidder's failing to meet a mandatory requirement of the contract. Certain information, such as reasons for disqualification, will not be available until after the contract award

#### SECTION FOUR: EVALUATION AND AWARD

- 4.1 **Evaluation Process:** Quotations will be evaluated by a committee of three (3) or more individuals. The Vendor who demonstrates that they meet all of the mandatory specifications required at the lowest cost; shall be awarded the contract. The selection of the successful Vendor will be made by a consensus of the evaluation committee.
- 4.2 **Independent Price Determination:** A quotation will not be considered for award if the price in the quotation was not arrived at independently without collusion, consultation, communication, or agreement as to any matter relating to prices with any competitor unless the quotation is submitted as a joint venture.
- 4.3 **Rejection of Quotations:** The DHHR reserves the right to accept or reject any or all quotations, in part or in whole at its discretion. The DHHR further reserves the right to withdraw this RFQ at any time and for any reason. Submission of or receipt of quotations by the DHHR confers no rights upon the bidder nor obligates the DHHR in any manner.
- 4.4 **Vendor Registration:** Vendors participating in this process should complete and file a Vendor Registration and Disclosure Statement (Form WV-1) and remit the registration fee. Vendor is not required to be a registered Vendor in order to submit a quotation, but the **successful bidder must** register and pay the fee prior to the award of an actual purchase order or contract.



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#### SECTION FIVE: CONTRACT TERMS AND CONDITIONS

- 5.1 **Contract Provisions:** The RFQ and the Vendor's response will be incorporated into the contract by reference. The order of precedence shall be the contract, the RFQ and any addendum, and the vendor's quotation in response to the RFQ.
- 5.2 **Public Record:** All documents submitted to the DHHR Office of Purchasing related to purchase orders or contracts are considered public records. All bids, quotations, or offers submitted by Vendors shall become public information and are available for inspection during normal official business hours in the DHHR Office of Purchasing after the bid opening. Certain information, such as reasons for disqualification, will not be available until after the contract award.
  - 5.2.1 Risk of Disclosure: The only exemptions to disclosure of information are listed in **West Virginia Code** §29B-1-4. Any information considered a trade secret must be separated from the Vendor submission and clearly labeled as such. Primarily, only trade secrets, as submitted by a bidder, are exempt from public disclosure. The submission of any information to the DHHR by a Vendor puts the risk of disclosure on the Vendor. The DHHR does not guarantee non-disclosure of any information to the public.
  - 5.2.2 <u>Written Release of Information</u>: All public information may be released with or without a Freedom of Information request; however, only a written request will be acted upon with duplication fees paid in advance. Duplication fees shall apply to all requests for copies of any document. The fees are determined in accordance with DHHR Policy 2510.
- 5.3 **Conflict of Interest:** Vendor affirms that neither it nor its representatives have any interest nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Bureau.
- 5.4 **Vendor Relationship:** The relationship of the Vendor to the DHHR shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents.

Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this RFQ and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the DHHR for any purpose whatsoever.

Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, *et cetera* and the filing of all necessary documents, forms and returns pertinent to all of the foregoing.

Vendor shall hold harmless the DHHR, and shall provide the DHHR and BMS 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.



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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 Bureau.

- 5.4.1 <u>Subcontracts/Joint Ventures</u>; The Vendor may, with the prior written consent of the DHHR, enter into subcontracts for performance of work under this contract.
- 5.4.2 Indemnification: The Vendor agrees to indemnify, defend, and hold harmless the DHHR and the Bureau, 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.
- 5.4.3 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 as provided by Federal, State, and local governments.
- 5.5. **Term of Contract and Renewals:** This contract will be effective 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 Bureau ninety (90) days written notice. Notice by Vendor of intent to terminate will not relieve Vendor of the obligation to continue providing services pursuant to the terms of the contract.
- Non-Appropriation of Funds: If funds are not appropriated for the Bureau in any succeeding fiscal year for the continued use of the services covered by this contract, the DHHR may terminate the contract at the end of the affected current fiscal period without further charge or penalty. The DHHR shall give the Vendor written notice of such non-appropriation of funds as soon as possible after the Bureau receives notice. No penalty shall accrue to the Bureau in the event this provision is exercised.
- 5.7 **Changes:** If changes to the contract become necessary, a formal contract change order will be negotiated by the DHHR, the Bureau and the Vendor.

As soon as possible, but not to surpass thirty (30) days after receipt of a written change request from the Bureau, the Vendor shall determine if there is an impact on price with the change requested and provide the Bureau a written Statement identifying any price impact on the contract. The Vendor shall provide a description of any price change associated with the implementation.

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# NO CHANGE SHALL BE IMPLEMENTED BY THE VENDOR UNTIL SUCH TIME AS THE VENDOR RECEIVES AN APPROVED WRITTEN CHANGE ORDER FROM THE DHHR OFFICE of PURCHASING.

- 5.8 **Price Quotations:** The price(s) quoted in the Vendor's quotation will not be subject to any increase and will be considered firm for the life of the contract unless specific provisions have been provided in the original specifications.
- 5.9 **Invoices and Progress Payments:** The Vendor shall submit invoices, in arrears, to the Bureau at the address on the face of the purchase order labeled "Invoice To." Progress payments may be made at the option of the Bureau on the basis of percentage of work completed if so defined in the final contract.
- 5.10 **Liquidated Damages:** Vendor agrees that liquidated damages shall be imposed at the rate of \$1,000.00 per day for failure to provide (deliverables, meet milestones 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 DHHR or Bureau's right to pursue any other additional remedy which the DHHR or Bureau may have legal cause for action.
- 5.11 **Contract Termination:** The DHHR 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 DHHR shall provide the Vendor with advance notice of performance conditions which may endanger the contract's continuation. If after such notice the Vendor fails to remedy the conditions within the established timeframe, the DHHR shall order the Vendor to cease and desist any and all work immediately. The DHHR shall be obligated only for services rendered and accepted prior to the date of the notice of termination.

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

#### 5.12 **Special Terms and Conditions:**

- 5.12.1 <u>Bid and Performance Bonds:</u> Not Applicable.
- 5.12.2 <u>Insurance Requirements:</u> (Provide liability insurance requirements. Insurance certificates are required prior to award, but are not required at the time of bid).
  - Public liability: Minimum of \$500,000.00 per person, and \$1,000,000.00 per occurrence.
  - Property damage: Minimum of \$1,000,000.00 per occurrence.
  - Professional liability (medical, advertising, et cetera): Minimum of \$1,000,000.00 per occurrence.
- 5.12.3 <u>License Requirement:</u> Workers' Compensation, Contractor's License, etc. (*List any specific licenses, or other special license requirements for your project, et cetera.*)
- 5.12.4 <u>Protest Bond:</u> Any bidder that files a protest of an award shall at the time of filing the protest submit a protest bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater.



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The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to the purpose of harassing, causing unnecessary delay, or needless expense for the Bureau. All protest bonds shall be made payable to the DHHR Office of Purchasing and shall be signed by the protester and the surety. In lieu of a bond, the protester may submit a cashier's check or bank money order payable to the DHHR Office of Purchasing. The money will be held in trust in the State Treasurer's office.

If it is determined that the protest has not been filed for frivolous or improper purpose, the bond shall be returned in its entirety.

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

Vendor shall have access to private and confidential data maintained by the Bureau to the extent required for the 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 DHHR and the Bureau 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 the Vendor.

5.14 HIPAA Compliance: BMS contracts require that Vendors agree to become a business associate of BMS, and therefore the Vendor must have policies and procedures in place consistent with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) standards for privacy and security of protected health information (45 CFR Parts 160 and 164) and any other applicable Federal and/or State law relating to privacy or security of information. The West Virginia Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is hereby made part of the solicitation.

http://www.dhhr.wv.gov/bms/ProcurementNotices/Documents/HIPAA%20BAA 20100802.pdf



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# **Attachment A: Vendor Response Sheet**

Provide a response regarding the following: firm and staff qualifications and experience in completing similar projects; references; copies of any staff certifications or degrees applicable to this project; proposed staffing plan; descriptions of past projects completed entailing the location of the project, project manager name and contact information, type of project, and what the project goals and objectives where and how they were met.



# **Attachment B: Mandatory Specification Checklist**

List mandatory specifications contained in Section 2.4:
Section 2.4.1:
Vendor Response:
Section 2.4.2:
Vendor Response:
Section 2.4.3:
Vendor Response:
. C. G. C.
Section 2.4.4:
Vendor Response:
Section 2.4.5:
Vendor Response:
Caption 2.4.C.
Section 2.4.6:
Vendor Response:
Section 2.4.7:
Vendor Response:
Section 2.4.8:
Vendor Response:



Section 2.4.9:
Vendor Response:
Section 2.4.10:
Vendor Response:
Section 2.4.11:
Vendor Response:
Section 2.4.12:
Vendor Response:
Section 2.4.13:
Vendor Response:
Section 2.4.14:
Vendor Response:
Section 2.4.15:
Vendor Response:
Section 2.4.16:
Vendor Response:
Section 2.4.17:
Vendor Response:
Section 2.4.18:
Vendor Response:







Section 2.4.39:
Vendor Response:
Section 2.4.40:
Vendor Response:
Section 2.4.41:
Vendor Response:
Section 2.4.42:
Vendor Response:
Section 2.4.43:
Vendor Response:
Section 2.4.44:
Vendor Response:
I certify that the quotation submitted meets or exceeds all the mandatory specifications of this Request for Quotation. Additionally, I agree to provide any additional documentation deemed necessary by the State of West Virginia to demonstrate compliance with said mandatory specifications.
(Company)
(Representative Name, Title)
(Contact Phone/Fax Number)
(Date)

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# **Attachment C: Cost Sheet**

Cost information below as detailed in the Request for Quotation. Cost should be clearly marked.

, ,	Year 1	Shall not alter cost sheet Year 2	Year 3
		(Optional Renewal)	(Optional Renewal)
Start-up Costs	\$		
Program: 2.4.1- 2.4.11 Vendor Administrative Operation Requirements	\$	\$	\$
Program: 2.4.12-2.4.17 ICF/MR Program Eligibility	\$	\$	\$
Program: 2.4.18-2.4.24 PASRR Program Eligibility	\$	\$	\$
Program: 2.4.25 and 2.4.28-2.4.36 I/DD Waiver Eligibility	\$	\$	\$
Program: 2.4.26 – I/DD Initial Eligibility Determinations	\$	\$	\$
Program: 2.4.27: I/DD Re- determinations	\$	\$	\$
Program: 2.4.37-2.4.43 CDCSP Eligibility	\$	\$	\$
*Additional Services \$ (all inclusive hourly rate) x 100 hours			



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*Additional	<b>XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX</b>		XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
Services	***************************************		***************************************
\$ (all	***************************************		***************************************
inclusive hourly	************		***************************************
rate) x 100	***************************************		***************************************
hours	**************************************		***************************************
(estimated)	***************************************		***************************************
*Additional	888888888888888888888888888888888888888	***************************************	
Services	**************************************	***************************************	
\$ (all	**************	***************************************	
inclusive hourly	***************************************	***************************************	
rate) x 100	***************************************	800000000000000000000000000000000000000	
hours	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	
(estimated)	***************************************	***************************************	
*Ad hoc	\$		
Reporting			
\$ (all			
inclusive hourly			
rate) x 20 hours			
(estimated)			
*Ad hoc		\$	
Reporting	***************************************		
\$ (all			
inclusive hourly			
rate) x 20 hours	***************************************		
(estimated			
*Ad hoc		***************************************	\$
Reporting			
\$ (all			
inclusive hourly	***************************************		
rate) x 20 hours			
(estimated	<u> </u>	······	
Total Annual	\$	\$	\$
Costs	(A)	(B)	(C)
Total Not to Exce	eed Cost (A+B+C)		\$

#### \*All-inclusive Hourly Rate for Additional Services and Ad hoc Reporting:

The Bureau and Vendor will jointly determine a 'not-to-exceed' number of hours, time frame, and staff for each Additional Service and/or Ad hoc report. The Vendor must agree to provide a Statement of Work and estimation of effort and receive Bureau approval of the actual 'not-to-exceed' hours, time frame, and staff prior to work beginning.

#### Notes:

- 1.) The Vendors Total Not to Exceed Cost will include all general and administrative staffing (secretarial, clerical, etc.), travel, supplies and other resource costs necessary to perform all services within the scope of this procurement.
- 2.) Estimated hours are to be used for cost bid evaluation purposes only.



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3.) The cost bid will be evaluated on the Total Not to Exceed Cost of Contract for the three (3) year period.

- 4.) Vendor will not be eligible to invoice any operational or programmatic costs while invoicing for start-up costs. Programmatic costs identified in the cost bid sheet beginning with the label of Program: shall be pro-rated based on the remaining months in the contract period once the start-up period is concluded.
- 5.) Program services shall be invoiced based on a pro-rata share of the monthly periods included in the contract period, excluding all start up periods in which start-up costs are invoiced.

(Company)
(Representative Name, Title)
(Contact Phone/Fax Number)
(Date)

If applicable, sign and submit the attached Resident Vendor Preference Certificate with the quotation.



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# **Attachment D: Special Terms and Conditions**

If a Vendor's quotation includes proprietary language and/or personally identifiable information (PII) Vendor employees or subcontractors within the technical quotation, an electronic copy omitting any proprietary language and/or PII, shall be submitted for publishing to the DHHR and BMS web-sites.

Vendor agrees that BMS retains ownership of all data, procedures, programs, work papers, and all materials developed and/or gathered under the contract with BMS.

I certify that I have read and acknowledge the additional contract provisions contained in Attachment D and that the quotation meets or exceeds all additional requirements as listed.

(Company)	
(Representative Name, Title)	
(Contact Phone/Fax Number)	
(Date)	