



Request for Quotation

State of West Virginia
Department of Health & Human Resources
Office of Purchasing
One Davis Square, Suite 100
Charleston, WV 25301

RFQ NUMBER
MED12004

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
DONNA D. SMITH 304-957-0218

V E N D O R	
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S H I P T O	BUREAU FOR MEDICAL SERVICES 350 CAPITOL STREET, ROOM 251 CHARLESTON, WV 25301-3706
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DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FUND

BID OPENING DATE: 9/13/11

BID OPENING TIME: 1:30 PM

LINE	QUANTITY	UOP	CAT.NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 1		
				1. TO ANSWER VENDORS QUESTIONS (SEE ATTACHED).		
				2. TO MODIFY MANDATORY REQUIREMENT IN SECTION 2.5.3:		
				CHANGE FROM: 2.5.3 Provide qualified staff of persons with a minimum of one (1) year experience in supporting individuals in home and community based settings and a bachelors degree in a human service field for instate project management and RC that ensures statewide coverage at a ratio of no more than one (1) RC to every sixty (60) self-direction members.		
				CHANGE TO: 2.5.3 Provide qualified staff of persons with a minimum of one (1) year experience in supporting individuals in home and community based settings and a bachelor's degree in a human service field for instate project management and RC that ensures statewide coverage at a ratio of no more than one (1) RC to every sixty (60) self-direction members. Four (4) years of relevant work experience is acceptable in lieu of a Bachelor's Degree.		
				3. ADDENDUM ACKNOWLEDGEMENT IS ATTACHED. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN DISQUALIFICATION OF YOUR PROPOSAL.		
				REQUISITION NO.: MED12004		
				ADDENDUM ACKNOWLEDGEMENT		
				I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.		
				ADDENDUM NO.'S"		
				NO. 1 _____		
				NO. 2 _____		
				NO. 3 _____		
				NO. 4 _____		
				NO. 5 _____		
				I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF PROPOSAL.		

SEE REVERSE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFP, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED "VENDOR"

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

- 1. ACCEPTANCE:** Seller shall be bound by this order and its terms and conditions upon receipt of this order.
- 2. APPLICABLE LAW:** The laws of the State of West Virginia and the BMS Purchasing Manual shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
- 3. NON-FUNDING:** All services performed or goods delivered under BMS Purchase Orders/Contracts are to be continued for the terms of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, the Purchase Order/Contract becomes void and of no effect after June 30.
- 4. COMPLIANCE:** Seller shall comply with all federal, state and local laws, regulations and ordinance including, but not limited to, the prevailing wage rates of the WV Division of Labor.
- 5. MODIFICATIONS:** This writing is the parties' final expression of intent. No modification of this order shall be binding unless agreed to in writing by the Buyer.
- 6. ASSIGNMENT:** Neither this Order or any monies due, or to become due hereunder may be assigned by the Seller without the Buyer's consent.
- 7. WARRANTY:** The Seller expressly warrants that the goods and/or services covered by this order will: {a} conform to the specifications, drawings, samples or other description furnished or specified by the BUYER; {b} be merchantable and fit for the purpose intended; and/or {c} be free from defect in material and workmanship.
- 8. CANCELLATION:** The director of the DHHR Office of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
- 9. SHIPPING, BILLING & PRICES:** Prices are those stated in this order. No price increase will be accepted without written authority from the Buyer. All goods or services shall be shipped on or before the date specified in the Order.
- 10. LATE PAYMENTS:** Payment may only be made after the delivery of goods or services. Interest may be paid on late payments in accordance with the **West Virginia Code**.
- 11. TAXES:** The State of West Virginia is exempt from the federal and state taxes and will not pay or reimburse such taxes.
- 12. RENEWAL:** Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon contract null and void, and terminate such contract without further order.
- 13. 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.
- 14. 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.
- 15. 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 in writing or the disclosure is made pursuant to the agency's policies, procedure, and rules.
- 16. LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirement 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 Insurance Commission, or any other state agency or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.



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<p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p>						
				SIGNATURE		
				COMPANY		
				DATE		
END OF ADDENDUM NO. 1						
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TITLE			FEIN		ADDRESS CHANGES TO BE NOTED ABOVE	

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Question	Answer
Section 2.4.2 requires the vendor to “...propose a plan to enroll each HCBS member choosing a self-direction option...”. Is the vendor required to conduct individual face to face enrollments for all HCBS programs?	Yes.
Section 2.4.9 (G.) requires the proposal to address how the vendor plans “To manage Federal Advanced Earned Income Credit (EIC)...”. The IRS repealed advanced payments of EIC effective December 31, 2010. Employees are now limited to applying for the EIC at the end of the tax year with their year-end tax filing. As a result the F/EA is no longer responsible for managing EIC. Is it sufficient and acceptable for the vendor to provide employees with information regarding the EIC to pursue the credit on their own consistent with the revised IRS regulations?	Yes.
Section 2.4.11 requires the vendor to “...propose a plan to monitor the quality of services and health and safety including monthly phone contacts and face to face visits with self-direction participants per Bureau policy.” Can BMS confirm the policy in effect regarding the frequency of face to face visits for each HCBS program?	The face to face requirement is every six (6) months for each waiver program.
Section 2.5.3 requires that qualified staff providing resource consulting services have “...a minimum of one (1) year experience ...and a bachelors degree in a human service field...”. PPL currently employs a senior resource consultant without a degree. This individual has eight (8) years experience, including four (4) years experience as a resource consultant. This individual is currently pursuing a bachelor’s degree. If PPL is the selected vendor, will BMS grant PPL a waiver of the educational requirement to allow PPL to continue to employ this individual?	Section 2.5.3 of the RFP has been modified to read “Provide qualified staff of persons with a minimum of one (1) year experience in supporting individuals in home and community based settings and a bachelor’s degree in a human service field for instate project management and RC that ensures statewide coverage at a ratio of no more than one (1) RC to every sixty (60) self-direction members. Four (4) years of relevant work experience is acceptable in lieu of a Bachelor’s Degree.”



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<p>Section 2.5.3 specifies a ratio of “...no more than one (1) RC to every sixty (60) members.” Is the ratio a cap that the vendor is not to exceed for any resource consultant at any time? Alternatively, will BMS consider an average ratio per RC over a period of time, or an average of all RCs over a period of time? Regardless of the method of calculation, how is the vendor expected to demonstrate compliance with the ratio?</p>	<p>There is no cap on the number of members a single RC can support. The ratio is an average of 1 to 60 at any given time. The ratio is based on total number of RCs to total active members.</p>
<p>Section 2.5.14 states that the vendor’s “...systems and policies must comply with the Bureau of Medical Services, Chapter 600, Reimbursement Methodologies of the West Virginia provider manuals.” Can BMS clarify the specific circumstances (if any) under which the vendor would be subject to potential payback of service claims in accordance with Chapter 600?</p>	<p>The vendor will be responsible to comply with Chapter 600. We would expect the vendor to be subject to payment recovery in situations including, but not necessarily limited to, the following</p> <ul style="list-style-type: none">• Payments processed on behalf of a member who was not eligible for the program.• Payment for unqualified employees or vendors• Payment for services not included on an approved spending plan (including PDGS).• Payment amounts exceeding members monthly allotted budget.• Payment for services for unsigned timesheets• Payment for undocumented delivery of PDGS
<p>Can BMS provide an estimate of when the opportunity for self-direction will be extended to members receiving Medicaid State Plan Personal Care services? Does BMS anticipate this to occur during the potential three-year life of the contract?</p>	<p>BMS cannot project an implementation time frame for self-direction in the state plan personal care program.</p>
<p>How many participants are currently active in the program?</p> <p>a. What is the expected monthly growth rate?</p> <p>b. When will the TBI waiver be added? How many participants expected for TBI?</p>	<p>As of July 1, 2010, the ADW Personal Options program had 463 active members. There were 831 active members as of June 30, 2011. 231 new Personal Options cases were opened during the last six (6) months of SFY 2011 for a monthly average of nearly 39 new cases. We would anticipate a similar growth in the program this fiscal year.</p>



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	<p>The I/DD waiver self-direction program will begin in October, so there are currently no active self-direction members on the program. There are 4,488 total members enrolled in I/DD waiver. The expectation would be the number of individuals who choose self-direction to be consistent with the national average of 10-15%.</p> <p>BMS will make its final submission of the TBI Waiver application to CMS by November 1, 2011. BMS will begin enrollment in the TBI Waiver program within 30 days after approval of the Waiver application by CMS. The total number of participants for the waiver Year 1 is 75; Year 2 is 100; and Year 3 is 125. The expectation would be the number of individuals who choose self-direction to be consistent with the national average of 10-15%.</p>
What is the average budget size for participants in the program?	Average budgets will vary for each specific waiver program.
What is the average number of direct-care workers employed by program participants?	The average number of individuals employed by ADW self-direction members is 1.28.
Are we correct in understanding that the Bureau expects the Fiscal to start work on October 1? If so, is there any flexibility if a new Fiscal is chosen in order to transition participants and employees?	A reasonable transition period will be negotiated with the previous, new vendor, and BMS. The transition period would be no less than 90 days and no more than 180 days.
What is the current administrative PMPM fee?	The ADW PMPM is currently based on 15% of the member's self-directed budget. The PM/PM rate for the I/DD Waiver self-direction program is currently \$216.
Please state the training/experience requirements for the care workers, and note the regulatory citation? This applies to 2.4.3	Please refer to the ADW waiver manual effective September 1, 2011 and the I/DD waiver manual



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and 2.4.9.C. in the RFP.	effective October 1, 2011 and the draft TBI waiver application on the BMS website www.dhhr.wv.gov/bms . Training requirements for self-directed direct care workers are included in these documents.
<p>What type of background check does the Bureau require (specific State entity, fingerprint, online, etc.) and where do funds for the background check come from (participant budget, Vendor admin fees, direct-care worker pocket, other)?</p> <p>a. If a specific background check, how much does this cost?</p> <p>b. Do vendors (goods/services) and independent contractors require a background check?</p> <p>c. Is it true that applicants that have not lived in state for 5+ years also require a federal background check? If so, what is cost, who pays, and do vendors and IC have the same?</p>	<p>All the programs will require a fingerprint based criminal background check, a check of the OIG exclusions list, and program specific registry checks. Specific program requirements can be found in policy manuals and waiver applications referenced above on the BMS website www.dhhr.wv.gov/bms. The Direct Care worker is responsible for expenses related to background checks.</p> <p>A. Unclear what vendor is asking.</p> <p>B. No only direct care workers.</p> <p>C. Yes, the employee is responsible for payment.</p>
<p>In verifying Medicaid eligibility, will an authorization from the State for a time period suffice, or must the Vendor check eligibility on a regular basis via website or other method?</p> <p>d. If authorization is NOT enough, how often is eligibility updated?</p> <p>e. If direct-care workers, vendors, or ICs submit invoices for a participant who loses eligibility, what would the Bureau like the Fiscal Vendor to do (labor laws, claims, etc.)?</p>	<p>D. The vendor is responsible for checking continuing eligibility either through BMS's claims processing entity website or other means. Eligibility can change month to month.</p> <p>E. Payments for services provided to ineligible members would not be eligible for reimbursement by Medicaid.</p>
Is there a list of specific reports the Bureau might request? (2.5.9)	Please refer to appendix E-1-IV of the waiver applications for information regarding BMS oversight of the FE/A. Applications may be found on the BMS website www.dhhr.wv.gov/bms .
Number 2.5.12 requires performance of F/EA tasks without	Yes.



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subcontract. Does this extend to RC tasks as well?	
Can you provide more details on the differences between required roles of a Case Manager and a Resource Consultant?	Please refer to appendix E of the waiver applications for roles of the resource consultant. Roles of Case Managers can also be found in the Waiver applications. Applications may be found on the BMS website www.dhhr.wv.gov/bms .
Are we correct in assuming that RCs participate in the IDT meetings/contacts as scheduled in the I/DD Waiver Services? If not, what contacts/visits are required? What contacts/visits are required under Aged and Disabled Waiver Services?	RC's are not required to participate in the IDT. Monthly contacts by the RC are required for all programs.
We understand that WV asks for a maximum 1:60 ratio for RCs to participants. How rigid is this limit? Is it flexible if the Vendor is more cost-effective?	Yes, we are requiring a maximum ratio of 1 RC to 60 self-direction members. The ratio is an average of 1 to 60 at any given time. There is no flexibility on this staffing requirement.
Referencing the RFP – 2.5.10: The Vendor is required to submit a monthly statement from a dedicated payroll bank account. Is it permissible to submit a payroll check register that depicts the amount paid to each employee, check number, and pay date?	Yes.



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Current RFP Language Reads	RFP Language Updated to Read
2.5.3 Provide qualified staff of persons with a minimum of one (1) year experience in supporting individuals in home and community based settings and a bachelors degree in a human service field for instate project management and RC that ensures statewide coverage at a ratio of no more than one (1) RC to every sixty (60) self-direction members.	2.5.3 Provide qualified staff of persons with a minimum of one (1) year experience in supporting individuals in home and community based settings and a bachelor's degree in a human service field for instate project management and RC that ensures statewide coverage at a ratio of no more than one (1) RC to every sixty (60) self-direction members. Four (4) years of relevant work experience is acceptable in lieu of a Bachelor's Degree.