The State of West Virginia Bureau for Medical Services





CRFQ 0511 BMS 2000000003

Psychologists Services

Offeror/Vendor:

Psychological Consultation and Assessment, Incorporated 202 Glass Drive

Cross Lanes, West Virginia, 25313

(304) 776-7230, Fax Number: (304) 776-7247

Contact Person: Kerri Linton, PC&A, Inc.

E-Mail Address: klinton@pcasolutions.com

Vendor Signature

Date



Solicitation No: CRFQ 0511 BMS 2000000003

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July 13, 2020

Brittany Ingraham, Senior Buyer West Virginia Department of Administration, Purchasing Division 2019 Washington St., East Charleston, WV 25305-0130

Re: CRFQ 0511 BMS 2000000003

Dear Ms. Ingraham:

Thank you for allowing us the opportunity to bid on the above referenced RFQ. We have been fortunate to be a vendor for the state of West Virginia for more than 35 years. The enclosed proposal reflects our years of experience and knowledge associated with rendering eligibility decisions, administrative functions, fair hearing representation, and policy development. Attachment A, Vendor Response Sheet, describes PC&A and our history with the Bureau for Medical Services.

We intend to fully meet every requirement stipulated in the request for quote. Our work samples, resumes, annual reports, and data reflect PC&A has the necessary technical knowledge to be selected as the vendor for these programs. We are confident that the scope of work can continue to be provided through our office and we look forward to continuing to have a positive, ongoing relationship with the Bureau for Medical Services.

Thank you once again for alerting us to the opportunity to provide this service to the state of West Virginia.

Sincerely,

Richard L. Workman, MA

President PC&A, Inc.



Attachment A: Vendor Response Sheet

Psychological Consultation and Assessment, Incorporated (PC&A) staff includes five licensed psychologists, one project manager, an I/DD Waiver program coordinator, an ICF/IID program coordinator, a CDCSP program coordinator, a PASRR program coordinator, a CSED Waiver program coordinator and a contracted registered nurse. PC&A contracts with a managed computer services company to assure safe up-todate electronic equipment as well as data retention and security. Additionally, PC&A has contracted with a web app designer to develop a secure portal for the CDCSP and ICF/IID program that will allow parents, quardians, and facilities to upload and retrieve documents for applicants and members. PC&A has provided consultative services to the Bureau for Medical Services since 1983. Since 2008, the management of the ICF/IID program, including initial eligibility determinations and annual redeterminations. review of ICAPs for accuracy, notifications to members and providers, training, data retention, etc. has been provided. Additionally, the CDCSP program has been managed through PC&A. Eligibility determinations, annual redeterminations, notifications to family members, data retention, and all other aspects of the program have been managed through PC&A. Since 1985, it has also been the responsibility of PC&A to make eligibility determinations and redeterminations for the I/DD Waiver program. Additionally, it has been the responsibility of PC&A to make eligibility determinations for the CSEDW since the inception of the program in 2020, and in providing consultation since the Federal application process began in 11/2018. Our office works cooperatively with the ASO in rendering these decisions. We also participate in fair hearings for any adverse decision. We have also designed, developed, recruited, and coordinate the Independent Psychologist Network that completes the I/DD Waiver and CSED Waiver evaluations. Additionally, we have designed, developed, recruited, and coordinate the PASRR Level II evaluators for the PASRR Level II program. The staff at PC&A also completes desk reviews and other Level II evaluations as needed. Enclosed you will find a copy of the multiyear report addressing most of the areas identified in this RFQ. Also, please find copies of resumes and samples of work products reflecting the level of expertise of our office and our thorough understanding of the responsibilities required to meet the demands of this RFQ.

PC&A endorses a systems approach to service delivery and views itself as a component of a much larger and complex service system. We believe people will be effectively served when they receive services from the system at large. Our significant effort within the service system includes cooperation and communication with the Bureau for Medical Services, participants, families, legal representatives, service providers and other BMS vendors. PC&A is also committed to continuous quality improvement. The use of a strategic planning process allows multilevel participation in the development of goals and objectives for quality improvement. Quarterly internal quality reviews allow PC&A to effectively determine operational compliance with State and Federal guidelines, and contractual standards with the Bureau for Medical





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Services. PC&A Contract Report 2016-2020 has been included as an overview of previous performance and successful methodologies employed. Upon award of the contract, PC&A will meet with BMS to review the approach, tasks, and timelines for implementation of an approved work plan.

PC&A understands that the solicitation for this RFQ may be funded in whole or part with Federal Funds and thus this solicitation and its resulting awarded contract are subject to the requirements of Attachment 1: Provisions Required for Federally Funded Procurements. PC&A understands, agrees, and will abide by Attachment 1: Provisions Required for Federally Funded Procurements.

Prior to commencement of operations, PC&A understands that all Appendix 1: Service Level Agreements (SLAs) will be reviewed with BMS to make any needed revisions. It is further understood that similar reviews are to be held annually and upon the implementation of a change that may impact existing SLAs, and/or at the request of BMS.

Contract Manager: During its performance of this Contract, PC&A will designate and maintain a primary contract manager responsible for overseeing PC&A's responsibilities under this contract. PC&A understands the Contract Manager must be available during normal business hours to address any customer service or other issues related to this Contract. The Contract manager and her contact information is listed below:

Contract Manager: Kristen M. Blanks, MA Telephone Number: 304-776-7230 x305

Fax Number: 304-776-7247

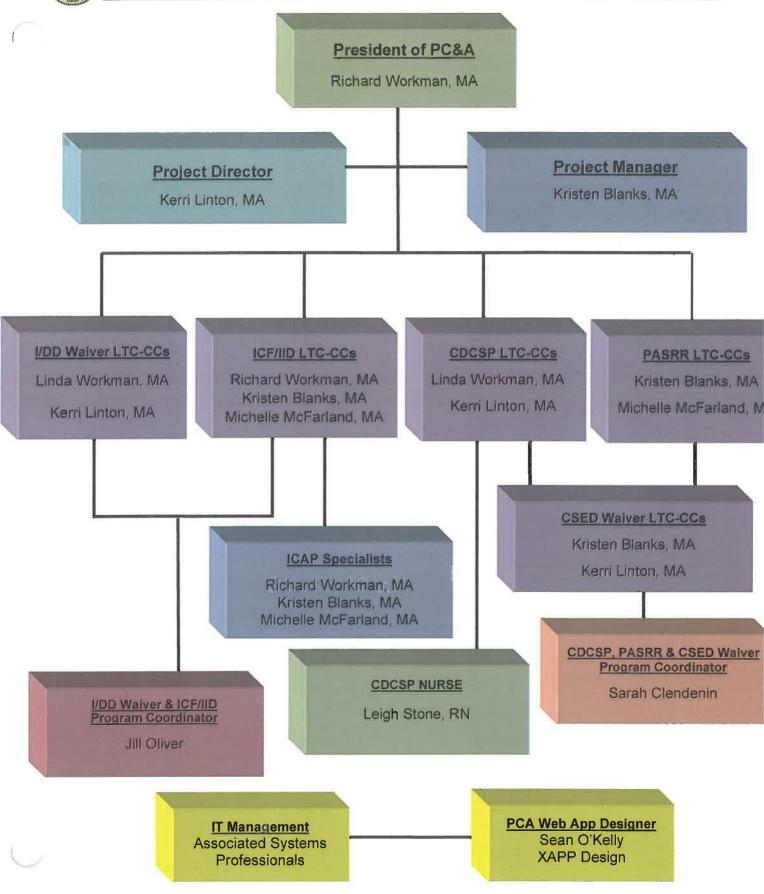
Email Address: kblanks@pcasolutions.com



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Psychological Consultation & Assessment, Inc.

The Bureau for Medical Services

Long Term Care Project

Contract Report

July 2016 to June 2020

To be submitted to:

Patricia S. Nisbet, MA, LSW Director Office of Home and Community-Based Services Bureau for Medical Services 350 Capitol Street, Room 251 Charleston, WV 25301

Phone: (304) 356-4904 Fax: (304) 558-4398 Email: Patricia.S.Nisbet@wv.gov

Cynthia Parsons

Director of the Behavioral Health & Long-Term Care Policy Unit Bureau for Medical Services 350 Capitol Street Charleston, WV 25301

> Phone: (304) 356-4936 Fax: (304) 558-4398 Email: Cynthia.A.Parsons@wv.gov

Randall Hill

Director of the Home and Community-Based Services Policy Unit Bureau for Medical Services 350 Capitol Street, Room 251 Charleston, WV 25301

Phone: (304) 356-4868 Fax: (304) 558-4398

Email: Randall.K.Hill@wv.gov



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Report Prepared By:

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Kristen M. Blanks, MA, LTC-C PC&A, Inc The Bureau for Medical Services Long Term Care Project kblanks@pcasolutions.com

Leigh Stone, RN
The Bureau for Medical Services
Long Term Care Project
Contracted RN through PC&A, Inc.



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Introduction:

The Bureau for Medical Services 2016-2020 Psychological Services contract (MED13003) provided Psychological Consultation & Assessment, Inc. (PC&A) with opportunities to assist the Bureau for Medical Services in the provision of Medicaid services to applicants and recipients in the areas of Pre-Admission Screening for Nursing Facilities (NF), Intermediate Care Facilities for Individuals with Intellectual Disabilities (ICF/IID), the Intellectual/Developmental Disabilities (I/DD) Waiver, the Children with Disabilities Community Services Program (CDSCP) and the Children with Serious Emotional Disorder (CSED) Waiver. PC&A, a contracted agent, functions as a Medical Eligibility Contracted Agent (MECA) for the Bureau for Medical Services.

PC&A employs and contracts with a diverse group of individuals. During the 2016-2020 contract, PC&A employees undertook several actions to achieve the goals of improving the provision of medical eligibility and administration of Medicaid programs to applicants and members.

The clinical consultants reported the following:

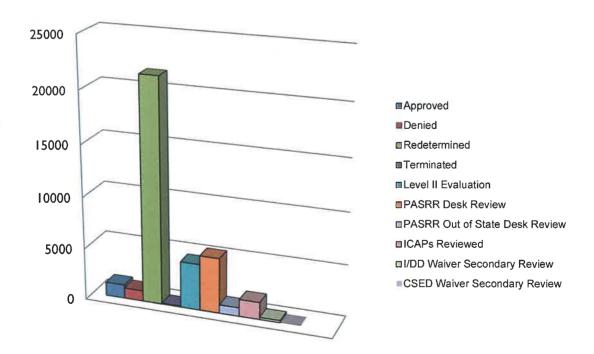
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Statistical Data

Contract Report July 2016-June 2020

Based upon review of the data reported by the LTC-CCs together with electronic databases for the contract year 2012-2016, 33,714 reviews and determinations were completed. For that time, 1295 applicants were approved, and 989 denied, 21,561 members were redetermined eligible, 69 members were found to be ineligible for redetermination. PASRR data reflects 4472 Level II evaluations, 5328 Desk Reviews with 817 of the Desk Reviews completed for individuals placed in out of state facilities. Additionally, 1645 Inventory for Client and Agency Planning (ICAP) Response Booklets were reviewed for the ICF/IID program. Secondary Reviews were provided for 203 I/DD Waiver applicants/participants and 3 CSED Waiver applicant/participants. In addition to time spent on approving or denying these applicants/participants, PC&A regularly requests updated and/or corrected information from service providers, applicants, participants, and other contracted vendors to ensure accuracy and timeliness in regard to eligibility decisions. Refer to Chart 1 for data.

Total Evaluation Data 2016-2020

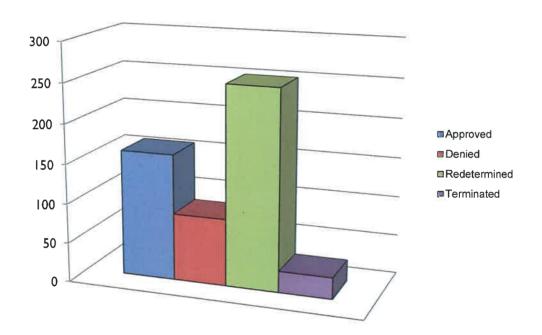


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CDCSP data for this contract include: 160 initial applicants were initially approved, whereas 85 applicants were denied, 252 members were redetermined eligible, and 27 members were found ineligible for re-determination. In addition to determining eligibility for applicants/participants for the CDCSP program, PC&A also requested updated and/or corrected information from, applicants, participants, and providers to ensure accuracy and timeliness regarding eligibility decisions. Refer to Chart 2 for data.

CDCSP Review Data 2016-2020



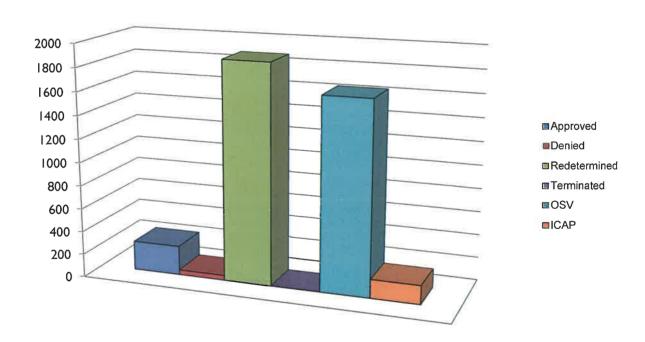




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ICF/IID data include: 251 initial approvals, 40 denials, 1883 members were redetermined eligible, and 1 member was found ineligible for redetermination. Additionally, 1645 Inventory for Client and Agency Planning (ICAP) Response Booklets and supporting documentation were reviewed for accuracy regarding reimbursement rate setting and 161 Observational Site Visits (OSVs) were completed. In addition to determining eligibility for applicants/participants for the ICF/IID program, PC&A also requested updated and/or corrected information from applicants, participants, and providers to ensure accuracy and timeliness regarding eligibility decisions. Refer to Chart 3 for data.

ICF/IID Review Data 2016-2020



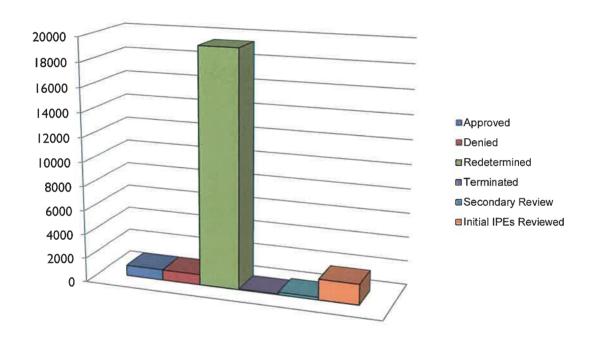




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I/DD Waiver data include: 862 initial certifications, 848 applicants were denied, 19,426 members were redetermined eligible, and 41 members were found ineligible for redetermination. PC&A also reviewed 1701 IPEs and 203 initial applications were reviewed by a secondary reviewer for quality assurance purposes. In addition to determining eligibility for applicants/participants for the I/DD Waiver program, PC&A also requested updated and/or corrected information from other contracted vendors, applicants, participants, and providers to ensure accuracy and timeliness in regard to eligibility decisions. Refer to Chart 4 for data.

I/DD Waiver Data 2016-2020



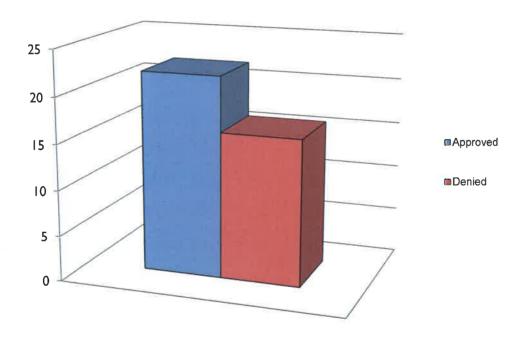


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CSED Waiver data for this contract include: 22 initial applicants were initially approved, whereas 16 applicants were denied. This is the first year of this program; therefore, no redetermination decisions were rendered. In addition to determining eligibility for applicants/participants for the CSED Waiver program, PC&A also requested updated and/or corrected information from, applicants, participants, and providers to ensure accuracy and timeliness regarding eligibility decisions. Refer to Chart 5 for data.

CSED Waiver Review Data 2016-2020





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PASRR data includes: 4472 Level II evaluations were completed, and 5328 Desk Reviews were completed. Of the 5328 desk reviews, 817 individuals reviewed were from out of state facilities. The types of evaluations and percentages were as follows: Mental Illness -27%, Intellectual Disability -5%, Dual - 2%, and Other -66%. Refer to Charts 6 and 7 for data.

PASRR Review Data 2012-2016

Chart 6

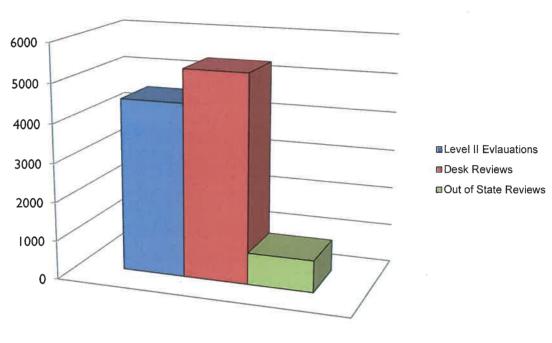
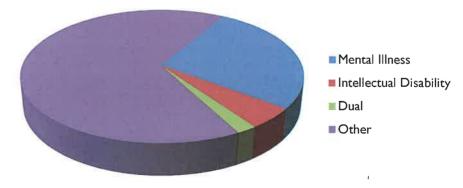


Chart 7

Level II Diagnoses

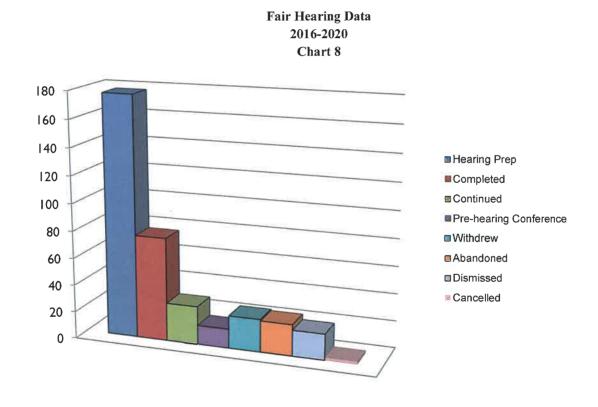






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Fair Hearing data includes: LTC-CCs prepped for 177 hearings for I/DD Waiver, CDCSP, PASRR, and ICF/IID programs. 76 hearings were completed, and 28 were continued/remanded. The other hearings resulted in the following: 24 withdrew, 23 abandoned, 19 dismissed, and 2 cancelled. Also, pre-hearing conferences occurred 14 times. In addition to representing WV DHHR at fair hearings, PC&A LTC-CCs must also consult with attorneys through the Attorney General's Department of Health and Human Resources (AG/DHHR) division before, during and after fair hearings. Furthermore, PC&A provides medical eligibility expertise, as well as policy review, for the Bureau for Medical Services during the Fair Hearing process. The data regarding decisions are inconclusive as decisions may not be available on a timely basis and may not be adequately linked to the month in which the decision is received. Refer to Chart 8 for data.

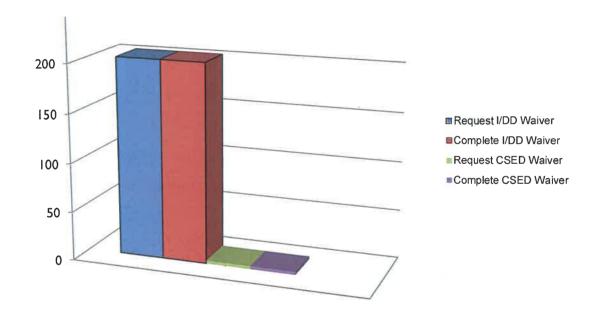




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Quality Assurance/Secondary Review data includes: 203 internal requests to complete an I/DD Waiver Secondary Review for quality assurance purposes, with 203 of the 203 I/DD Waiver Secondary Reviews completed within 10 days. 3 internal requests to complete a CSED Waiver Secondary Review for quality assurance purposes, with 3 of the 3 CSED Waiver Secondary Reviews completed within 10 days. Refer to Chart 9 for quarterly data.

Secondary Review Data 2012-2016





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Program	2016-2017	2017-2018	2018-2019	2019-2020	Total	
I/DD Waiver						
Initial Approval	199	210	209	244	862	
Initial Denial	188	188	204	268	848	
Redetermination Approved	4207	4951	4826	5442	19426	
Redetermination Denied	8	11	10	12	41	
Second Medical Review	28	23	29	36	116	
ICF/IID						
Initial Approval	67	63	60	61	251	
Initial Denial	8	12	13	7	40	
Redetermination Approved	469	477	468	469	1883	
Redetermination Denied	1	0	0	0	1	
ICAP Reviewed	567	384	358	336	1645	
OSV	58	36	39	28	161	
PASRR						
Desk Review	1266	1595	1355	1112	5328	
Out of State	188	212	220	197	817	
Level II Evaluation	868	818	1354	1432	4472	
IPN	VIIIIIIIIII					
	104	106	108	129	447	
Billing/Checks	380	395	396	530	1701	
Initial IPE Reviews	///////////////////////////////////////	333		330		
CDCSP	23	<i>/////////////////////////////////////</i>	<i>/////////////////////////////////////</i>	<i>/////////////////////////////////////</i>	1.00	
Initial Approval	14	25	27	19	160	
Initial Denial					85	
Redetermination Approved	49	70	82	51	252	
Redetermination Denied	7	10 ////////////////////////////////////	6 ////////////////////////////////////	4	27 ////////////////////////////////////	
CSED Waiver						
Initial Approval	-		-	22	22	
Initial Denial	·/////////////////////////////////////	-	- ////////////////////////////////////	16	16	
Hearing						
Prep	54	27	55	41	177	
Completed	18	14	22	22	76	
Withdrawn	13	3	7	1	24	
Abandoned	9	3	7	4	23	
Dismissed	1	3	6	9	19	
Cancelled	0	1	1	0	2	
Continued/Remanded	12	4	7	5	28	
Pre-Hearing Approval	7	2	5	3	17	
Pre-Hearing Conference	8	3	3	0	14	
Attorney Consultation	2	2	4	1	9	



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Training data includes: 52 trainings were provided by PC&A during the four years of the contract. A sample of these trainings include: 2016-2017: 11 trainings were provided by PC&A. The 11 trainings presented this year consisted of 2 CDCSP trainings (07/27/2016 and 04/05/2017), 4 I/DD Waiver trainings (09/14/2016, 11/3/2016, 12/02/2016, and 05/24/2017), 4 ICF/IID trainings (07/21/2016, 08/04/2016, 09/19/2016, and 03/08/2017) and 1 PASRR training (11/03/2016). 2017-2018: 16 trainings were provided by PC&A during this fiscal year. Of the 16 trainings provided there were 1 CDCSP trainings (01/31/2018), 6 I/DD Waiver trainings (09/06/2017, 11/01/2017, 01/31/2018, 03/14/2018, 04/27/2018, and 05/16/2018), 5 ICF/IID trainings (08/10/2017, 08/18/2017, 10/25/2017, 03/14/2018, and 05/16/2018), and 4 PASRR trainings (09/06/2017, 04/24/2018, 06/08/2018, and 06/13/2018). **2018-2019: 20** trainings were provided during the fiscal year including: 3 CDCSP trainings (10/02/2018, 03/27/2019, and 04/03/2019), 4 I/DD Waiver trainings (11/28/2018, 04/03/2019, 04/11/2019, and 08/16/2019), 4 ICF/IID trainings (11/28/2018, 04/03/2019, 04/11/2019, and 08/16/2019), 5 PASRR trainings (11/07/2018, 11/14/2018, 12/05/2018, 04/03/2019, and 04/05/2019) and 3 CSED Waiver trainings (09/12/2019, 09/18/2019, and 09/19/2019). **2019-2020:** 5 trainings occurred during this fiscal year. The trainings presented during this year consisted of the following: 1 CDCSP training (06/18/2020), 1 I/DD Waiver training (12/03/2019), 1 ICF/IID training (12/03/2019) and **2** CSED Waiver trainings (11/01/2019 and 06/17/2020).

PC&A is committed to adhere with the Federal and State standards for the programs we administer so that our decisions are rooted in policy. PC&A participates in state and federal meetings both in person and webinars in order to achieve that goal. PC&A regularly trains psychologists interested in the networks we oversee and recruits regularly in an effort to increase the number of trained, licensed psychologists to assist with assessment and service provision. Additionally, we have welcomed the opportunity to train professionals and paraprofessionals in the types of levels of care in West Virginia. This is an effort to help sister agencies understand the policy requirements so that individuals can be appropriately guided to programs. These agencies and groups include: DHHR Adult and Child Protective Services, Birth to Three, Bateman Hospital, Sharpe Hospital, Highland Hospital, statewide Social Work and Psychology conferences as well as various ICF providers throughout the state. In addition, we try to educate in Fair Hearings so that individuals can understand the reason for denial and the policy requirements.

Consulting

At PC&A, consultation is a daily occurrence. We do not view it as a discrete or occasional activity as part of our program requirements, but rather an ongoing dialogue with program participants, applicants, other contracted vendors, BMS, service providers, professionals and paraprofessionals. PC&A views this consultation as a cornerstone to our service provision and critical to meeting the goals of our contract.



West Virginia Department of Health and Human Resources Bureau for Medical Services



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Quality Management Plan

Introduction:

PC&A BMS-LTC Project Quality Management Plan (QMP) is a quality improvement and measurement system designed to assist operations to continually improve overall organizational performance and to establish consistent procedures. Implementation of the QMP assured that designated work met the Federal/State requirements and expectation for the quality of operations for the programs under the contract agreement with the Bureau for Medical Services. Services reviewed in the plan:

- PASRR Level II
- ICF/IID
- CDCSP
- I/DD Waiver
- CSED Waiver
- Fair Hearing
- Administrative
- On-Site Visits to ICF/IID Group Homes

Through quality assurance activities PC&A BMS-LTC Project continually strives to provide higher levels of quality services to support these programs.

Design:

The PC&A BMS-LTC Project QMP is a measurement of standards established by State and Federal guidelines and contractual agreements with the Bureau for Medical Services to meet requirements with CMS.

An internal review was conducted quarterly or monthly if a program did not meet the standard the prior quarter.

A 10% sample was reviewed for the PASRR, ICF/IID, CDCSP, I/DD Waiver, CSED Waiver and Fair Hearing measures. The Administrative measure was reviewed in its entirety. On-Site Visits were reviewed based on the number conducted in the sample. A 10% sample was reviewed for On-Site Visits if they occurred in the quarter.

Each service was reviewed and received a meets $(\sqrt{})$ or does not meets (O) for each standard/outcome. The totals were averaged for a review score for each service and a total review score for the plan.

Each service was expected to achieve and maintain a threshold of achievement 92% or above





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and a total review score of 92% or above. (The total review score is determined by calculating the total of all standards/outcomes met divided by the total of all standards/outcomes reviewed). Operational Definitions were developed for use with the review. The Operational Definitions are an explanation of the process used by the Project for meeting the intent of the standard. Below is an example of an Operational Definition.

<u>Example-Standard</u>: Mandatory Requirements A6-Review of training records available indicates that all staff are receiving HIPPA training.

<u>Example-Operational Definition</u>: Records of training of staff is maintained by the Program Manager in a three ring binder by month. The overall training schedule is also available for review for the Program Director that indicates all identified trainings are scheduled and conducted throughout the calendar year.

All operational procedures were reviewed and approved by the Program Director.

Reviews were conducted by trained staff.

Discovery:

Any service with a score below the minimum threshold or a total review score below the minimum threshold required an approved Quality Improvement Plan be developed and implemented.

Remedy:

Continuous Improvement Plans were developed to maintain quality and provide focus for the project to ensure ongoing quality improvement and outcome attainment. A written procedure was developed detailing the plan required to address any unmet standard score.

Continuous Improvement:

An Audit Review was conducted by designated staff at least quarterly. The Program Director reviewed results with the PC&A BMS-LTC Project staff to evaluate how procedures were working to ensure quality of State and Federally funded programs through BMS. The staff met monthly to monitor progress of performance and make recommendations as appropriate. A Continuous Improvement Plan was developed to address any area of quality deficiency. In order to provide quality service, PC&A consults various individuals (BMS staff, DHHR Agency staff, and other contracted vendors) on an ongoing basis. The Program Director approved any recommendations or changes. The results were reported to BMS quarterly.





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Conclusion:

The ultimate goal of the PC&A Quality Management Plan is to develop methods to continually improve the quality of services provided to all members of the service system. PC&A received the following total review scores for each contract year:

July 2016-June 2017: 97%

July 2017-June 2018: 99%

July 2018-June 2019: 99%

July 2019-June 2020: 100%

PC&A achieved and maintained the expected threshold of achievement of 92% or above, for each contract year, meeting the set goal.



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3. QUALIFICATIONS:

PC&A has a staff compromised of highly trained and skilled individuals who have decades of experience in the intricacies of ICF/IID, Nursing Facility, PRTF, and Acute Hospital levels of care. On all facets, PC&A exceeds the required years of experience and knowledge demonstrated by our resumes, licensure, work products, and other documentation. References available upon request.

- 3.1 PC&A has an excess of five years' experience and knowledge of the Federal and State Medicaid rules and regulations pertaining to ICF/IID facilities. PC&A staff has been involved with ICF/IID eligibility, on site-reviews, ICAP reviews, and has provided expert testimony at fair hearings since 1985. Four licensed psychologists at PC&A have greater than ten years' experience making eligibility decisions for individuals applying for an ICF Level of Care and have served as expert witness in fair hearings. Please find enclosed work samples to include reports, notifications, and training materials developed by PC&A to demonstrate more than five years of experience and knowledge of the federal and state Medicaid rules and regulations.
- 3.2 PC&A has an excess of five years' experience and knowledge of the Federal and State Medicaid rules and regulations pertaining to IDD Waiver services. PC&A staff has been involved with the WV I/DD Waiver program since its inception in 1985. Staff have made initial eligibility determinations, annual redeterminations, designed, developed and provided training to the Independent Psychologist Network, managed the Independent Psychologist Network, and represented the Bureau for Medical Services in fair hearings for adverse decisions. Four licensed psychologists at PC&A have greater than ten years' experience making eligibility decisions for an ICF Level of Care and have served as expert witness at fair hearings. PC&A has managed the IPN for the IDD Waiver program since it began in 2011. Please find attached copies of reports, notifications, and materials developed by PC&A.
- 3.3 PC&A has an excess of five years' experience and knowledge of the Federal and State Medicaid rules and regulations pertaining to CDCSP program. PC&A staff has managed the CDCSP program for excess of 12 years. Staff has made initial eligibility determinations, annual redeterminations, provided notifications to family members, and represented the Bureau for Medical Services in fair hearings. Four licensed psychologists at PC&A have greater than ten years' experience making eligibility decisions for an ICF Level of Care and have served as expert witness at fair hearings. Please find copies of reports, notifications, and materials developed by PC&A.





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- PC&A has an excess of five years' experience and knowledge of the Federal and State Medicaid rules and regulations pertaining to the Nursing Facilities PASRR, Level II program. PC&A staff has been involved with the PASRR Level II program since 1999. Staff has been responsible for designing, developing, and training the Level II evaluators. Staff has also been responsible for completing Level II desk reviews, consulting with nursing homes, hospital social workers, and psychologists. Three licensed psychologists at PC&A have greater than 10 years' experience making eligibility decisions for a Nursing Facility Level of Care and have served as expert witness in fair hearings. Please find attached copies of materials to demonstrate our level of expertise in the Level II program.
- 3.5 PC&A has over one year of experience and knowledge of the Federal and State Medicaid rules and regulations pertaining to Children with Serious Emotional Disorders or similar program. PC&A staff has been involved with policy development and planning for the CSED Waiver since 2018. PC&A staff developed the eligibility criteria, chose the level of care instruments, developed the training and recruitment materials for the CSED Waiver IPN and completed four trainings for psychologists throughout the state. PC&A staff have made all initial eligibility decisions, corresponded with other contracted agencies and the Bureau, as well as participated in weekly contract meetings. PC&A has a licensed psychologist with an excess of 20 years experience evaluating children with serious emotional disorders and two licensed psychologists making eligibility decisions for the CSED Waiver program. Please find copies of reports, notifications, and materials developed by PC&A.
- 3.6 PC&A employs five licensed psychologists four of whom have an excess of five years' experience, knowledge, and expertise as stipulated to make the eligibility determination requirements for all five programs as demonstrated by attached documentation of reports, evaluations, and training materials created/developed by PC&A. Additionally, the attached Hearing Log Summary form reflects the past four years of PC&A's participation in the Fair Hearing Process in the four programs (ICF/IID; Nursing Facilities PASRR, Level II; IDD Waiver; and CDCSP). The fifth program Children with Serious Emotional Disorder has not yet had a request for hearing.
 - **3.6.1** PC&A has 9 years of experience overseeing the IDD Waiver Independent Psychologist Network and has recruited, trained, and provided technical oversight to the cadre of WV licensed psychologists who complete Independent Psychological Evaluations and second medical IPEs for individuals who apply for IDD Waiver. Additionally, we complete advanced training for all existing IPN members on a regular basis.





Bureau for Medical Services

Solicitation No: CRFQ 0511 BMS 2000000003

PC&A has managed the Level II Evaluators for the Nursing Facilities PASRR, Level II program since 1999. PC&A has recruited, trained, and provided technical oversight to this group of WV licensed psychologists to make determinations on the appropriate placement of individuals with Intellectual Disability, Related Conditions and Major Mental Illness. Additionally, PC&A provides advanced training on a regular basis.

Finally, PC&A recruited, trained, and provided required materials to the newly formed Independent Psychologist Network for the Children with Serious Emotional Disorders Waiver. We continue to recruit to add to this network of psychologists and provide oversight and training on a regular basis.

Please see the attached listing of networks of psychologists and training materials.

- 3.7 PC&A contracts with a Registered Nurse who has made eligibility decisions and served as expert witness at fair hearings for Acute Care Hospital Level of Care and Nursing Facility Level of Care for CDCSP since 2013. Please see the attached Resume and License.
- 3.8 PC&A has a dedicated Project Manager who provides oversight of all the programs and serves as the point of contact for the Bureau for Medical Services. She ensures that PC&A achieves all the mandatory deliverables as required and stipulated by the Bureau for Medical Services. She also serves as a Long Term Care Clinical Consultant. She has been employed by PC&A for 11 years and has over 20 years experience working with individuals with ID/DD and serious Emotional Disorders. Please see the attached Resume and License.

Bureau for Medical Services

Solicitation No: CRFQ 0511 BMS 2000000003

Richard L. Workman, MA President PC&A, Inc. Licensed Psychologist Licensed School Psychologist **BMS-LTC Clinical Consultant** 202 Glass Drive Cross Lanes, WV 25313

LICENSURE

West Virginia Licensed Psychologist October 1, 1981 West Virginia School Psychologist April 1, 1992

PROFESSIONAL EXPERIENCE

Established PC&A, Inc. on August 1, 1979.

Services Include: Psychological assessments, individual therapy, group therapy, participant on multidisciplinary teams, workshop presenter, EAP services, contracted consultant with government agencies.

Long Term Care-Clinical Consultant for the Bureau for Medical Services-responsibilities include: ICF/ IID reviews, ICAP reviews, eligibility determinations for I/DD Waiver, CDCSP, helped with the CSEDW application and training, and ICF/IID programs. Participate in fair hearings, staff training on ICAPs, Level II evaluations, and coordinate the Level II Process and the IPN. December 1983 to present

School Psychology Experience:

Contract psychologist consultant for Putnam County Schools August 1979 to June 1999

Staff psychologist for Kanawha County Schools August 1976 to July 1979

Teaching Experience:

Part-time instructor in psychology; West Virginia State College September 1976 to May 1979 Graduate Assistant; Marshall University Spring 1976

Substance Abuse Treatment Experience:

Therapist-Division of Alcoholism and Drug Abuse; state of West Virginia-Guthrie Center February 1983 to August 1974

Military History: Specialist 4 Drug and alcohol counselor under direct supervision of a licensed psychologist at Walter Reed Army Medical Center May 5, 1971 to February 8, 1973

PROFESSIONAL MEMBERSHIP

WV Board of Examiners of Psychologists: May 1987 to May 1988 Secretary for the Board of Examiners of Psychologists October 1987 to May 1988





Bureau for Medical Services Solicitation No: CRFQ 0511 BMS 2000000003

West Virginia Psychological Association 1977 to 2011 WVPA Representative-at-Large January 2008 to December 2010

West Virginia Association of Professional Psychologists-Charter Member Spring 2012 to present

EDUCATION

Master of Arts-Clinical Psychology; Marshall University August 1976

Bachelor of Arts-Psychology; West Virginia State University December 1974

US Medical Field Service School, Fort Sam Houston, Texas Social Work/Psychology Procedures Course July 1971



Bureau for Medical Services Solicitation No: CRFQ 0511 BMS 2000000003

WEST VIRGINIA BOARD OF EXAMINERS OF PSYCHOLOGISTS

The duly licensed individual below has met the requirements of the law and is entitled to practice in the State of West Virginia as a:

SCHOOL PSYCHOLOGIST INDEPENDENT PRACTITIONER

Richard L. Workman MA

Expires: 9/30/2021

Start: 4/1/199

WEST VIRGINIA BOARD OF EXAMINERS OF PSYCHOLOGISTS

The duly licensed individual below has met the requirements of the law and is entitled to practice in the state of West Virginia as a:

PSYCHOLOGIST

Richard L. Workman, MA

Expires: 9/30/2021

Board Secretary

Bureau for Medical Services

Solicitation No: CRFQ 0511 BMS 2000000003

Linda O. Workman, MA
Licensed Psychologist

BMS-LTC Clinical Consultant

PC&A, Inc.

202 Glass Drive

Cross Lanes, WV 25313

LICENSURE

West Virginia Licensed Psychologist April 1, 1981
West Virginia School Psychologist April 1, 1992

PROFESSIONAL EXPERIENCE

Psychological Consultation and Assessment, Inc.

March 1981 to present. Duties have included individual psychotherapy, psychological assessment, LTC-CC, workshop presentation.

LTC-CC: Consultant for the Bureau for Medical Services experience includes: ICF/IID on-site reviews; reviews of day treatment programs; prior authorization of services for psychological services and crisis intervention; ICAP reviews; eligibility determination for ICF/IID, I/DD Waiver, CDCSP; participation in fair hearings; policy and manual development; training for IPN and eligibility requirements for the above programs.

School Psychology Experience:

School Psychology experience includes contractual assessments, participation in multidisciplinary teams, IEP development, in-service presentation for counties including Putnam, Mason, Wood, Lincoln, Boone, Clay, Calhoun and for the State Department of Education.

Psychologist, Kanawha County Schools December 1975 –March 1981

Teaching Experience:

Teaching experience includes: Part-time instructor West Virginia State University Fall of 1976 through Fall of 1981, Instructor of Industrial Psychology Marshall Community College, Graduate Assistant Proctor of Introductory Psychology Fall of 1974.

PROFESSIONAL MEMBERSHIP

Member of the West Virginia Psychological Association from 1976 through 2011

Secretary of WVPA from December of 1989 through December of 1991

Representative at Large for WVPA from January 1992 through December 1993

Charter Member of the West Virginia Association of Professional Psychologists Spring 2012 to present





Bureau for Medical Services

Solicitation No: CRFQ 0511 BMS 2000000003

EDUCATION

Master of Arts, Marshall University December 1975

Bachelor of Arts in psychology, Marshall University May 1974

Additional graduate hours in psychology from West Virginia College of Graduate Studies



Bureau for Medical Services Solicitation No: CRFQ 0511 BMS 2000000003

WEST VIRGINIA BOARD OF EXAMINERS OF PSYCHOLOGISTS

The duly licensed individual below has met the requirements of the law and is entitled to practice in the State of West Virginia as a:

SCHOOL PSYCHOLOGIST INDEPENDENT PRACTITIONER

Linda O. Workman, MA

Start: 4/1/1992 Spires: 3/31/20

Board Secretary

WEST VIRGINIA BOARD OF EXAMINERS OF PSYCHOLOGISTS

The duly licensed individual below has met the requirements of the law and is entitled to practice in the state of West Virginia as a:

Psychologist

Linda O. Workman, MA

Expires: 3/31/2021

Beverly Officer





Bureau for Medical Services Solicitation No: CRFQ 0511 BMS 2000000003

Kerri A. Linton, MA, LPC
Licensed Psychologist
Program Director
BMS-LTC Clinical Consultant
PC&A, Inc.
202 Glass Drive
Cross Lanes, WV 25313

LICENSURE

West Virginia Licensed Psychologist 3-7-2003
West Virginia Licensed Professional Counselor 5-31-2000

PROFESSIONAL EXPERIENCE

PC&A

Licensed Psychologist/LPC/LTC-Clinical Consultant

October 2008-present

Responsibilities include psychological evaluations and outpatient therapy for children, adolescents and adults in a private practice setting. Determine eligibility for applicants to the I/DD Waiver program and Children with Serious Emotional Disorder Waiver program. Complete desk reviews for the PASRR program to determine nursing facility placement. Provide training and technical assistance for members of the Independent Psychologist Network. Completes secondary reviews for ICF/IID Program, CDCSP Program, I/DD Waiver Program, and CSED Waiver program. Assists with policy and manual development and participates in contract meetings with various agencies and individuals throughout the state. Conducts trainings throughout West Virginia for all programs and serves as Expert Witness for Department in fair hearings.

Mountain State University

Adjunct Faculty in the Arts and Sciences Program

August 2005-August 2012

Instructor for psychology and sociology courses in a variety of teaching modalities to include: spectrum, independent study and traditional courses.

Cornerstone Psychological Services

Licensed Psychologist/LPC

October 2007-September 2008

Conduct psychological evaluations and outpatient therapy for children, adolescents and adults in a private practice setting.

Bodyworks Health Fitness and Rehabilitation

Staff Psychologist

August 2006-August 2008

Provide evaluations and treatment for individuals in the PEIA Weight loss program.

Sunrise Psychiatric Services, Inc.

Licensed Psychologist/LPC

March 2003-March 2007

Conduct psychological evaluations and outpatient therapy for children, adolescents and adults in a private practice setting.





Bureau for Medical Services

Solicitation No: CRFQ 0511 BMS 2000000003

Sunrise Psychiatric Services, Inc. & Laurel Ridge Psychological Associates

Supervised Psychologist/LPC

June 1998-March 2003

Conduct psychological evaluations and outpatient therapy for children, adolescents and adults in private practice settings under the supervision of licensed psychologists.

Beckley Psychiatric Associates & Timberline Health Group

Supervised Psychologist

July 1997-May 1998

Conduct psychological evaluations and outpatient therapy for children, adolescents and adults in private practice and behavioral health facility settings under the supervision of a licensed psychologist. Reviewed behavior plans and attended treatment team meetings.

PROFESSIONAL MEMBERSHIP

WV Board of Examiners of Psychologists, Board Secretary June 2015-December 2017

West Virginia Association of Professional Psychologist (WVAPP) Charter Member April 2012-present

West Virginia Psychological Association (WVPA) 1999-2010

Children and Adults with Attention Deficit Disorder (CHADD) 2002-2005

EDUCATION

PMA Psychology West Virginia University August 1997

BA Psychology West Virginia University May 1995



Attachment B: PC&A K. Linton Resume



Bureau for Medical Services Solicitation No: CRFQ 0511 BMS 2000000003

WEST VIRGINIA BOARD OF EXAMINERS OF PSYCHOLOGISTS

The duly licensed individual below has met the requirements of the law and is entitled to practice in the state of West Virginia as a:

Psychologist

Kerri A. Linton, M.

0/04/00

Start: 3/7/2003

The state of the s

ard Secretary

WEST VIRGINIA BOARD OF EXAMINERS IN COUNSELING

The duly licensed individual below has met the requirements of the law and is entitled to practice in the state of West Virginia as a:

LICENSED PROFESSIONAL COUNSELOR (LPC)

Kerri Ann Li

Issued: 5/31/2000 E

Expires

pires: 6/30/20

Board Chair

Board Secretary





Bureau for Medical Services Solicitation No: CRFQ 0511 BMS 2000000003

Kristen M. Blanks, MA
Licensed Psychologist
Program Manager
BMS LTC Clinical Consultant
PC&A, Inc.
202 Glass Drive
Cross Lanes, WV 25313

LICENSURE

West Virginia Licensed Psychologist October 2007
West Virginia Social Worker (license currently inactive)
December 1995

PROFESSIONAL EXPERIENCE

Program Manager PC&A, Inc.

September 2019-present

Provide administrative oversight of all work performed under the PC&A BMS LTC Project in managing the provision of Medicaid services to applicants and recipients in the PASRR Program, Children with Disabilities Community Services Program, Intermediate Care Facility for Individuals with Intellectual Disabilities, Intellectual Developmental Disabilities Waiver Program, Children with Serious Emotional Disorders Waiver, the WV Office of the Inspector General Board of Review, The WV Office of the Attorney General, and Centers for Medicare and Medicaid Services.

- Responsible for the Quality assurance and data retention for the PASRR, CDCSP, ICF/IID, and I/DD Waiver, and CSED Waiver programs
- Works cooperatively with other staff to ensure all programs are running efficiently
- ICAP Specialist with on-site reviews of ICF/IID Group Facilities

Independent Psychologist/Blanks Psychological Services

February 2014 to September 2019

Contracts included: New Horizons Therapy Services (psychological evaluations for court-ordered youth and intake assessments for Licensed Behavioral Health Agency); Pressley Ridge Grant Gardens (treatment planning and intake assessments for youth in Level III residential treatment facility); and NECCO (treatment planning, behavioral consultation and psychological evaluations for youth in therapeutic foster care).

Contract Psychologist/Contract LTC-CC PC&A, Inc.

February 2014 to September 2019

Responsibilities include: PASRR Level II Desk Reviews, PASRR Level II Evaluator Training ICF/IID Level of Care Determinations, ICAP Protocol Reviews, ICAP Training, ICAP Observational Site Visits. Expert witness in fair hearings.

Psychologist/Clinical Consultant PC&A, Inc.

November 2009 to February 2014

Services Include: Psychological assessments, individual therapy, workshop presenter, EAP services, contracted consultant with government agencies. ICF/IID reviews, ICAP reviews, eligibility determinations for ICF/IID programs. Participate in fair hearings, staff training, and coordinate the Level II Process.

Independent Psychologist/Blanks Psychological Services

August 2008 to November 2009

Services Include: Psychological assessments, behavior support training, assessment, plan development, data review, and treatment planning for ICF/IID and I/DD Waiver for ResCare Huntington Agency and





Bureau for Medical Services Solicitation No: CRFQ 0511 BMS 2000000003

Charleston Agency. Psychological assessments for Disability Determination Services and New Horizons Therapy Services. Level II evaluations.

Psychologist Martin & Associates and Green Acres Regional Center

November 2001 to August 2008

Services Include: Psychological assessments, behavior support training, assessment, plan development, data review, and treatment planning for ICF/IID and I/DD Waiver for Green Acres Regional Center. Psychological assessments for Disability Determination Services and New Horizons Therapy Services. Level II evaluations.

PROFESSIONAL MEMBERSHIP

West Virginia Association of Professional Psychologists-Charter Member Spring 2012 to present

EDUCATION

Master of Arts-Clinical Psychology; Marshall University August 2001

Bachelor of Arts-Social Work; Marshall University May 1995





Bureau for Medical Services Solicitation No: CRFQ 0511 BMS 2000000003

WEST VIRGINIA BOARD OF EXAMINERS OF PSYCHOLOGISTS

The duly licensed individual below has met the requirements of the law and is entitled to practice in the state of West Virginia as a:

Psychologist

Kristen M. Blanks, MA

Expires: 9/30/202

Concern



Bureau for Medical Services

Solicitation No: CRFQ 0511 BMS 2000000003

Michelle McFarland, MA Licensed Psychologist **BMS-LTC Clinical Consultant** PC&A, Inc. 202 Glass Drive Cross Lanes, WV 25313

LICENSURE

West Virginia Licensed Psychologist 4/29/11

PROFESSIONAL EXPERIENCE

PC&A

Licensed Psychologist/LTC-Clinical Consultant

March 2017-present

Responsibilities include psychological evaluations and outpatient therapy for children, adolescents and adults in a private practice setting. Determine eligibility for applicants to the ICF/IID program. Complete annual eligibility redeterminations for ICF/IID and I/DD Waiver Programs. Complete desk reviews for the PASRR program to determine nursing facility placement. Provide technical assistance for members of the Independent Psychologist Network. Conduct training on ICAP administration throughout West Virginia for ICF/IID program providers.

Process Strategies Inc.

Licensed Psychologist

January 2015 - February 2017

Responsibilities included conducting psychological evaluations and outpatient therapy for children, adolescents, and adults. Consultation with physicians and physician's assistants to ensure continuity of care for patients.

Thomas Memorial Hospital

Behavioral Health Department

Licensed Psychologist/Social Services Coordinator

November 2013 - December 2014

Responsibilities included supervision of clinicians, recreational therapist, and case managers for inpatient adult psychiatric unit and a medical/psychiatric unit to ensure adherence to applicable regulations. Duties included monitoring quality and completion of clinical service provision in the inpatient setting, as well as monitoring of the EMR requirements for each patient. Clinical duties varied from conducting group therapy, individual therapy, and psychosocial assessments when needed. Daily participation in interdisciplinary treatment team meetings was required.

Damous Psychological Services

Licensed Psychologist

January 2013 - November 2013

Responsibilities included individual therapy with behavioral disordered children at a partial hospitalization program. Psychological testing and provision of individual therapy was also conducted at separate location within the same organization.

Associated Behavioral Consultants, Inc.

Licensed Psychologist/Supervised Psychologist

January 2003 - December 2012

Responsibilities included psychological evaluation and psychotherapy for children, adolescents, and adults in a private practice setting. Consultation with numerous agencies providing evaluation, functional analysis, behavioral support development and monitoring, training, and participation in interdisciplinary





Bureau for Medical Services Solicitation No: CRFQ 0511 BMS 2000000003

team meetings for the IDD population, both in ICF/IID group homes and through the IDD Waiver program. Served as a contracted psychologist for National Youth Advocate Program providing psychological evaluations and treatment team participation for foster children in several WV counties. Completed psychological evaluations for CAPS assessments, Parental Fitness evaluations, and SSA Disability evaluations.

Shawnee Hills / ResCare

Clinical Supervisor/QMRP

November 1996 - December 2002

Responsibilities included coordination of all care for individuals in 2 to 3 ICF/IID facilities which included writing and monitoring all active habilitation plans, IPPs, and monitoring of all staff documentation/data. Also completed ICAP assessments. Responsibilities also included hiring/firing of all direct care staff, scheduling of staff, supervision of home supervisors, monthly training of all staff and orientation training for new staff.

MEMBERSHIP

West Virginia Association of Professional Psychologist (WVAPP) -present

Phi Beta Kappa inducted 1993

EDUCATION

Master of Arts - Psychology Marshall University May 2001

Master of Science – Biological Science Marshall University August 1995

Bachelor of Arts – Biology West Virginia University May 1993





Bureau for Medical Services Solicitation No: CRFQ 0511 BMS 2000000003

WEST VIRGINIA BOARD OF EXAMINERS OF PSYCHOLOGISTS

The duly licensed individual below has met the requirements of the law and is entitled to practice in the state of West Virginia as a:

Psychologist

Michelle McFarland, MA

Expires: 6/30/202

all all

Board Secretary



Bureau for Medical Services Solicitation No: CRFQ 0511 BMS 2000000003

Leigh Ann Stone, RN PC&A BMS LTC Nurse Reviewer PC&A, Inc. 202 Glass Drive Cross Lanes, WV 25313

PROFESSIONAL EXPERIENCE

PC&A BMS LTC Nurse Reviewer March 2013-Present

 Review applications for eligibility for the Children with Disabilities Community Service Program (CDCSP).

Charleston Area Medical Center Director for Case Management December 2008-Present

- Manage the Quality and Case Management Department at Teays Valley Hospital.
- Leads and directs staff to identify and report safety events timely.
- Leads Grievance committee to comply with CMS standards for grievance and complaints process.
- Lead multiple efforts to improve processes that impact financial reimbursement and avoid government penalties.
- Lead ongoing effort to reduce readmissions by ensuring patient is in proper level of care post discharge.
- Created and continue to lead collaborative community efforts, with Directors/Admin. from SNF/NH, Home Health, DME and Infusion companies, to coordinate care to and from acute care facilities to ensure care provided is appropriate, safe and of highest quality.
- Over the years, I have participated in the RCA leadership role, Baldrige groups, DNV internal auditor, Premier partnership for patients program which focused on readmissions, and others.
- Expanded efforts to open up the communication and work through issues with Humana, WVMI,
 Veterans Hospital and others.
- Assisted Premier consultant in leading change with the inclusion of the MDT rounds to the daily routine for each nursing unit to reduce LOS and LOC.
- Continually take a leadership role in department and system compliance with regulatory agencies, such as DNV, TJC, and third party administrators.
- Helped develop a state-wide case management support group who meets 6 times a year. Case Managers and Directors across the state meet to discuss pertinent issues facing the hospitals.
 The hospital association as a presence with our group.
- Developed and coordinated with outlying facilities a comprehensive plan for complying with federal requirements for bundling of care for the Medicare patients.

Charleston Area Medical Center Nurse Manager Mother/Baby Unit June 2002-November 2008

- Managed large unit with >70 staff members.
- Responsible for coordination, management and adherence to CAMC practices, policies and standards.





Bureau for Medical Services Solicitation No: CRFQ 0511 BMS 2000000003

 Led multiple projects on unit and at system level to improve processes related to care and services at hospital.

Charleston Area Medical Center Registered Nurse Mother/Baby Unit August 2001-June 2002

- Served as leader to multiple projects on the unit such as decreasing transfers to NICU for low blood glucoses.
- Served as day shift charge nurse for multiple years before taking Clinical Management Coordinator position.

Charleston Area Medical Center Registered Nurse General Division December 1988-August 2001

- Coordinated care for assigned patients on telemetry and orthopedic units.
- Served as permanent charge nurse on telemetry unit on night shift.
- Served as member of standards and practice council and recruitment/retention council.

Charleston Area Medical Center Nurse Extern March 1987-December 1988

Assigned duties as delegated by Registered Nurse.

EDUCATION

MA Health Care Administration University of Phoenix 2006

Bachelor of Arts West Virginia University 2004

Associate Degree in Nursing University of Charleston 1988



Bureau for Medical Services Solicitation No: CRFQ 0511 BMS 2000000003



Verification Report

Primary Source Board of Nursing Report Summary for

LEIGH A STONE

Thursday, July 02 2020 08 09:43 AM

 For a more broad search, select "Search by License Number" or "Search by NCSBN ID" above Partial name searches are accepted

This report is not sufficient when applying to another board of nursing for licensure. Use the <u>Nurse License</u> <u>Verification</u> service to request the required verification of licensure.

Contact the board of nursing for details about the Nurse Practice Act.

Temporary and Permanent Licenses/Certificate

Name on License	License /Certificate Type	License/Cer tificate Number	License Status	Original Issue Date	Current Expiration Date	Compact Status	Discipline
STONE, LEIGH A	RN	41183	Active	03/30/1989	10/31/2020	Single State	NO

License type in formation

- RN: Registered Nurse
- PN: Practical Nurse (aka Licensed Practical Nurse (LPN), Vocational Nurse (VN), Licensed Vocational Nurse (LVN))
- CNP: Certified Nurse Practitioner
- CNS: Clinical Nurse Specialist
- . CNM: Certified Nurse Midwife
- . CRNA: Certified Registered Nurse Anesthetist

Nurse Licensure Compact (NLC) in formation

- Multistate licensure privilege: Authority to practice as a licensed nurse in a remote state under the
 current license issued by the individual's home state provided both states are party to the Nurse Licensure
 Compact and the privilege is not otherwise restricted.
- Single state license: A license issued by a state board of nursing that authorizes practice only in the state of issuance.
- More information about the Nurse Licensure Compact (N.C)



MEMORANDUM

DATE:						
TO:						
SUBJECT:	PRIOR A	PPROVAL ICE	/IID ELIGIBII	_ITY		
						Managaman
care. Placeme establish place submission of	ent must oc ement withi a current e itted within	oroval of medic cur prior to 90 n the specified ligibility packe 30 days of the	cal eligibility had days from dat time frame wat. In addition, a placement d	as been establice of the psycholinility this a current Indivite to allow rein	ished for a ological re pproval ar idual Prog mburseme	ention for payment an ICF/IID level of sport. Failure to nd will require re- ram Plan (DD-5) ent for services. stified below:
Applic	ant:					
DOB:						
Prior A	Approval:	Placement da	ate must occ	ur between		and

Please notify Alanna Cushing, BMS, Program Manager for Long Term Care Facilities by means of the ES-NH-3 regarding financial eligibility, and thereafter of the resident's movement in and out of the facility and other changes.

202 Glass Drive Cross Lanes, West Virginia 25313 Telephone: (304) 776-7230 Fax: (304)776-7247



MEMORANDUM

DATE: TO:

SUBJECT: Determination of ICF/IID Eligibility

<u>ICF/IID BLANK Group Home</u> has forwarded medical information to our attention for payment of ICF/IID care. Medical eligibility has been approved for the client identified below:

Client:

Medicaid #:

SS #:

Effective Date:

As the Economic Service Worker responsible for this individual: Please notify Alanna Cushing, Program Manager for Long Term Care Facilities BMS by means of the ES-NH-3 regarding financial eligibility, and thereafter of the resident's movement in and out of the facility and other changes.

As the provider responsible for this individual, notification of any changes of residence via the Discharge/Transfer Form is required, please fax to 304-776-7247. If further assistance is required, please call (304)776-7230, ext. 305.

CC:



PC&A, Inc.

BMS Facility Based and Residential Care ICF/IID Confirmation of Eligibility and ICAP Score Acceptance

FullName	Medicaid_Number
record for verification of ICF/IID m	nedical eligibility.
This notice of initial approval and	re-determination must be placed in the member's permanent

FullName	Medicaid_Number Name of ICF/MR Group Home/Number				
Provider					
Anchor_Date	Admission Anniversary Date				
Current_ICAP_Date	Current_DD2A_Date				
ICAP Service Level Scote	Score WV Level				
TCAP Service Level Score					
ICAP Service Level Score Start Date	ICAP Service Level Score End Dat	re			

Required Documentation for re-determination includes:

DD-2A within 12 months of AAD

Copy of current ICAP Booklet and Computerized Score Summary within 30 days of AAD

Documentation must be submitted to PCA within 30 days of the AAD at ICF.IID@pcasolutions.com

Failure to submit required documentation by the AAD will result in delayed or no notification of authorization dates to DXC.

cc: A Cushing, BMS



MEMORANDUM

DATE:			
TO: #	Igency Representative		
RE: I	CF/IID Determination of Medical Eligibility-Prior Approval DENIAL		
Applicant	DOB:		
The documestablished	nentation submitted for prior approval of medical eligibility was reviewed. Prior approval was not d for an ICF/IID level of care. Services have been denied for the applicant for the reason(s) w:		
Image: section of the content of the	Information not current:		
	Documentation submitted does not support the presence of substantial delays prior to age 22.		
	Documentation submitted supports delays that are primarily related more to mental health challenges rather than intellectual disability and/or related condition.		
	Based on the results contained in the assessments, documentation does not support the applicant requires the active treatment typically provided in an ICF/IID facility.		
	Lacks ICF/IID recommendation by the psychologist.		
	Diagnostic section incomplete.		
	Lack of eligible diagnosis		
	Lacks physician certification for ICF/IID level of care.		
	Documentation submitted does not support the presence of substantial adaptive deficits in three or more of the six major life areas identified for ICF/IID eligibility.		
	Specifically, the documentation failed to demonstrate substantial limitations in the following major life areas:		
	 Self-Care Learning Self-Direction Receptive or Expressive Language Mobility Capacity for Independent Living 		

202 Glass Drive Cross Lanes, West Virginia 25313 Telephone: (304) 776-7230 Fax: (304)776-7247



Other: The information submitted for prior approval was reviewed. Based on this documentation, prior approval is denied. The documentation submitted does not support the presence of substantial adaptive deficits in 3 of 6 major life areas. Specifically, by narrative and test results, the applicant does not demonstrate substantial deficits in mobility, self-care, language, and functional academics. Additionally, the comprehensive psychological evaluation does not indicate the need for ICF/IID level of care, instead recommending supported living. Prior approval is therefore denied.

Request for a Fair Hearing: If you disagree with this decision, you may appeal to the Board of Review within 90 days of the action taken. A form to request a fair hearing is enclosed.

Hearing and Witnesses: At the hearing, you have the right to ask questions regarding the ICF/IID eligibility determination. You may bring any witnesses to testify on your behalf and present evidence of your condition.

Legal Assistance: If you wish to consult with legal counsel, the following provide free legal services to eligible persons: Legal Aid of West Virginia, 922 Quarrier Street, Charleston, WV 25301, 1-800-642-8279 with offices in Beckley, Princeton, Huntington, Wheeling, Parkersburg, Clarksburg, Martinsburg, and Logan or Disability Rights of West Virginia, 1207 Quarrier Street, Charleston, WV 25301, 1-800-950-5250, or Mountain State Justice, 1031 Quarrier Street, Suite 200, Charleston, WV 25301 at 1-800-319-7132.

202 Glass Drive Cross Lanes, West Virginia 25313 Telephone: (304) 776-7230 Fax: (304)776-7247

MEMORANDUM

IVIEIVIORANDOIVI
DATE:: TO:
RE: Annual Re-determination for ICF/IID Medical Eligibility
This memorandum is your notification that, Medicaid# , a member residing at Group Home meets the medical eligibility criteria for continued participation in the ICF/IID program. Medical eligibility is established until, the Admission Anniversary date.
To establish annual medical eligibility and a Start and End Date for reimbursement, please submit a current DD-2A and Annual ICAP (copy of booklet and Computer Score Summary) within thirty (30) days of the above noted Admission Anniversary date.
Please be advised that this memorandum must be placed in this individual's permanent record to document redetermination of ICF/IID medical eligibility.
As the provider responsible for this individual, notification of any changes of residence via the Discharge/Transfer Form is required, please fax to 304-776-7247. If further assistance is required, please call (304)776-7230, ext. 305.





STATE OF WEST VIRGINIA DEPARTMENT OF HEALTH AND HUMAN RESOURCES

Bill J. Crouch Cabinet Secretary Bureau for Medical Services Commissioner's Office 350 Capitol Street - Room 251 Charleston, West Virginia 25301-3706 Telephone: (304) 558-1700 Fax: (304) 558-4398

Cynthia E. Beane Commissioner

PC&A, Inc. ICF/IID 202 Glass Drive Cross Lanes, WV 25313 Telephone: 304-776-7247 kblanks@pcasolutions.com

ICAP Observational Site Visit Procedure

- 1. The identified contact for each facility will be notified via e-mail or telephone within 7 calendar days of the ICAP OSV.
- 2. All members living in the facility receiving Medicaid reimbursement will be reviewed.
- 3. At conclusion, a brief exit conference will occur and if required a written OSV Summary will be provided to the facility manager/director with recommendations within 30 calendar days of the OSV.
- 4. Within 30 calendar days of receiving the OSV Summary the facility manager/director will submit a written response to PC&A, detailing the plan to address the recommendations.
- Within 30 calendar days of receipt of the OSV Summary Response Plan the LTC-CC
 will review submitted plan for approval or provide a PC&A Recommended ICAP
 Service Level Score.
- 6. If the PC&A Recommended ICAP Service Level Score is not accepted, the facility may file an appeal. Please refer to Chapter 800: General Administration Section 800.14.1(b) of the West Virginia Medicaid Provider Manual for appeal details.



STATE OF WEST VIRGINIA DEPARTMENT OF HEALTH AND HUMAN RESOURCES

Bureau for Medical Services

Bill J. Crouch Cabinet Secretary Commissioner's Office 350 Capitol Street, Room 251 Charleston, West Virginia 25301 Telephone: (304) 558-1700 Fax: (304) 558-1776

Cynthia E. Beane Commissioner

PC&A, Inc. ICF/IID 202 Glass Drive Cross Lanes, WV 25314 Telephone: 304-776-7230 Fax: 304/776/7247

kblanks@masolutions.com

MEMORANDUM

TO:

All WV ICF/IID Providers

FROM:

Kristen M. Blanks/Program Manager

SUBJECT:

ICAP Observational Site Visits (ICAP OSV)

Effective October 1, 2016, PC&A will begin conducting ICAP Observational Site Visits (ICAP OSV) at each ICF/IID facility to review ICAP Booklets, ICAP Computer Score Summaries and documentation regarding ICAP training participation and documents required for the rating on the ICAP.

Monitoring and assessing on-site are important components of quality assurance and improvement. The purpose of the on-site visit is to:

- ✓ Determine the accuracy of the ICAP Service Level Score.
- ✓ Assure scores provided on an annual basis are consistent with scores at the facility.
- ✓ Provide on-site training of ICAP completion and technical assistance.
- ✓ Make recommendations to assure consistent scoring and reporting of ICAP scores statewide.

A formal record review will be conducted to evaluate adherence to required documentation for the severity ratings noted in the ICAP booklet. The information gathered during an observational site visit will provide a comprehensive assessment of the accuracy of ICAP completion and will identify inconsistencies and potential inaccurate scores. I dentification of inaccurate scores will allow consistency in scores across all ICF/IID providers and facilities.

PC&A will conduct an initial ICAP OSV at every ICF/IID. Thereafter, OSV's will be conducted at a minimum once every two years.

Please see the attached Procedure for the ICAP OSV.



PC&A BMS LTC Project ICAP OBSERVATIONAL SITE VISIT SUMMARY

LTC-0						ate:	
ICF/II	ID Facility:				Facility N	lumber:	
Participant:			resent	DOB:			
Respondent :					Trainin	g 🗆 YES	S □ NO
Anch	or Date:	Adm	ission A	nniv	ersary Da	ate (AAD):	
Curre	ent ICAP Date:	Curr	ent DD-2	2A Da	ate:		
	Service Level Score					Score	WV Level
	itted ICAP Service Level Score						
	ted ICAP Service Level Score						<u> </u>
ICAP	Service Level Score Start Date	е	ICAP Se	ervic	e Level S	core End Da	ate
			= 0: [=		_ x_ N , 5 h		
ICAF	score on-site consistent with	score	submitt	ed to	PC&A?	☐ YES	□ NO
	ments Reviewed						
	DD-2a						
	Psychological Report						
	Social History						
	IPP						
	BSP						
	Interactive Guidelines						
	Other:						
Adap	tive Behavior Error			Con	nments		
ПРам	Scores added incorrectly						
Lina	Occies added incorrectly						
□Rati	ng compliance rather than quality of ski	lls					
	rly generous or optimistic estimate of al	oility		^			
	daptive Behavior Error			Con	nments		
U ∪ve	restimate of severity						
Cluster Behavior rated in multiple categories							
☐Multiple Categories rated for a single problem							
	avior rated based upon use as an exam	ple (no	t really a				
proble	m)						
	ng inattentiveness for a person with sev	ere/pro	ofound				
intelle	ctual disability						



PC&A BMS LTC Project ICAP OBSERVATIONAL SITE VISIT SUMMARY

Maladaptive Behavior Error (Continued)	Comments		
☐Rating behaviors that are "not serious; not a problem."			
☐Maladaptive behavior noted on ICAP inconsistent with other assessments			
□Lack of documentation of maladaptive behavior in the IPP			
Notable ICAP Errors	Comments		
Lack of training			
Different respondents			
Lack of knowledge of consumer			
Non-consumer issues influencing ratings			
Score Accepted			
Current Level Accepted			
ICAP Service Level Score Submitted ICAP Service Level Score Accepted Adjusted ICAP Service Level Score Accepted ICAP Service Level Score PC&A recommended ICAP Service Level Score	accepted , the facility m	Score	WV Level
refer to Chapter 800: General Administration Section 800.14.1 (for appeal details.	b) of the West Virginia	Médicaid Pro	ovider Manual
PC&A LTC-CC Signature		Date	



	IID Facility:	Facility Number:			
	-CC Reviewers	Visit Date:			
Rick	nard L. Workman	Michelle McFarland □			
Kris	ten M. Blanks 🔀	Kerri A. Linton			
# of	Files Reviewed	# of Participants Present for Visit			
	5	3 (One client was at work and another was in the hospital).			
# of	Scores Accepted	# of ICAPS Requiring Modifications & Resubmission			
	3	2 (AA and DD)			
ΔΑ	ICAP not on site at the home. ICAP had	d to be obtained and reviewed at main office. No social history o			
	s Reviewed	In 12 1 12 1 12 1 12 1 12 1 12 1 12 1 12			
	IPP in the file. No BSP in the file. All but two of the maladaptive domains (unusual habits and socially				
	offensive) are rated either moderately serious or very serious. A BSP is needed to address the six				
	domains rated moderately or very serious. Please submit missing documentation: IPP, BSP, ICAP and Score sheet.				
ВВ	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	but did not have a date on it. No score sheet was in the file. ICA			
		was available at the main office. All assessments were more			
		were in file at office. No errors on the ICAP. No changes or			
	modifications are needed. ICAP score:				
CC		d to be obtained and reviewed at main office. No psychological listory was dated 2017. IPP in the file was dated 08-09-2018. No			
		73-Level 4. No changes or modifications are needed at this time			
	ICAP score accepted.	FO CEPTE TO CHAINES OF MOUNTONS OF CHECKER AT CHIS CHIC			
DD	Annual Control of the	d to be obtained and reviewed at main office. No IPP in the file.			
		s more than a year old (dated 05-02-2018). Errors on the bookle			
		narked as a "mild" problem in the booklet but scored as			
		e submit missing documentation: IPP and BSP. Please rescore			
		heet matches the ratings in the booklet.			
EE.		d to be eleteined and reviewed at main attice. All decommentation			
EE	■	d to be obtained and reviewed at main office. All documentation noted in the ICAP. No changes or modifications needed on the			

as current and on site. No errors were noted in the ICAP. ICAP score accepted.	ne ICAP. No changes or modifications needed on the
Adaptive Behavior Error	Comments
□Raw Scores added incorrectly	
☐ Rating compliance rather than quality of skills	
Overly generous or optimistic estimate of ability	
Maladaptive Behavior Error	Comments
Overestimate of severity	





PC&A BMS LTC Project ICAP OBSERVATIONAL SITE VISIT SUMMARY

□Cluster Behavior rated in multiple categories	
■Multiple Categories rated for a single problem	
■Behavior rated based upon use as an example (not really a problem).	
□Rating inattentiveness for a person with severe/profound mental retardation	
Maladaptive Behavior Error (Continued)	Comments
□Rating behaviors that are "not serious; not a problem."	
■Maladaptive behavior noted on ICAP inconsistent with other assessments	
□Lack of documentation of maladaptive behavior in the IPP Notable ICAP Errors	Comments
□Lack of training	Comments
LED ALS TO DATE OF THE	
□ Different respondents □ Lack of knowledge of consumer	
□Different respondents	

	OSV Summary Response Required ⊠Yes □No
	Date Required to PC&A 10-04-2019
	Participants Requiring OSV Response
	AA and DD
1	
	Date of ICAP Observational Site Report
	09-04-2019
	☐ If the PC&A Recommended ICAP Service Level Score is not accepted, the facility may file an appeal. Please
	refer to Chapter 800: General Administration Section 800.14.1 (b) of the West Virginia Medicaid Provider Manual for



Psychological Consultation & Assessment, Inc.



ICF/IID ICAP TRAINING

December 3, 2019

Kristen m. blanks, ma, Program Manager Michelle McFarland, MA, LTC-CC

Stand Builder Control of the Standard Standard St.

Learning Objectives

- · Be able to understand the importance of the identifying data in the ICAP Socklet
- Recognize the relative importance of the adaptive and problem behavior sections is obtaining the ICAP level score
- & 8e able to recognize dusters of behaviors, notable scoring errors, and more accurately determine severity ratings
- *Recognite the importance and responsibility of obtaining an accurate ICAP level

ICAP Evaluator Expectations

- * KNOWLEDGEABLE ABOUT THE ICAP (PROVIDER EXPERT)
- ♦ EVALUATE OBJECTIVELY
- ◆ GIVE CREDIT WHEN DUE AND SE CERTAIN ANY IDENT RIFO PROBLEM BEHAVIORS MAVE BEEN DISCUSSED IN TRATMERN TEAM METTINGS. OTHER RELEVANT ASSESSMENTS, ETC. 4F NOT ADDRESSED OR NOT DENTRY OR AVIETNE 6 64-AVIETNE.
- WENOW THE PARTICIPANT, IF YOU DON'T KNOW THE INCRVIDUAL, DON'T RATE.
- * RECOGNIZE ANY POTENTIAL CONFLICTS AND RESIST PRESSURE FROM SUPERASORS.

Who is Qualified to complete the ICAP for the ICF/IID Program?

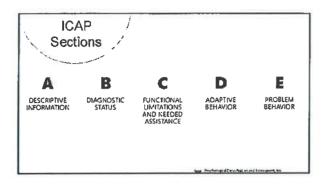
- a person who has known the individual for at least 3 months and who sees him/her on a day-to-day basis.
- A person who has been trained by psychological Consultation and Assessment, Inc.

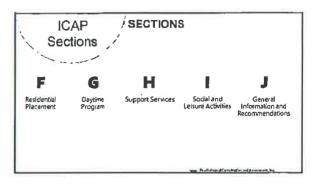
ICAP in simplest terms shows

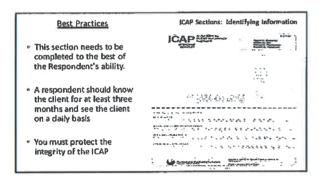
- What a person can or can not do.
- What kind of supports a person may need.

Purpose of the /

- QUICK, ACCURATE ASSESSMENT
- PROGRAM EVALUATION
 PROGRAM PLANNING
- . ASSIST ADMISSIONS
- · REPORTING PROGRESS
- STRUCTURE IPP







Information is not included in overall score; however, information is reviewed and provides Insight into the individual's expressive and receptive language, medical diagnoses, sensory skills, and mobility skills.

Expected to be consistent with more specific areas in the adaptive behavior section.

Ratings for Adaptive Behavior

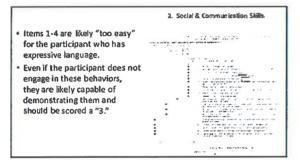
- Primary criterion is independence
- How much support is necessary to achieve independence
- If there is a discrepancy between the quality and the frequency of the performance, the score should be based primarily on the quality
- . The focus of the adaptive behavior section is on ability

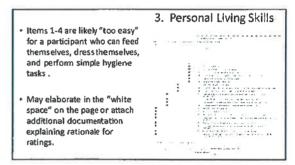
1. Motor Skills O. mad . Tasks are listed easy to most difficult. Picks up small objects: the individual explores the environment such as an infant A Control of the Cont that finds something while crawling on the floor.

Sits alone for 30 seconds: able to sit erect with no support, their head is not bobbing around, and

they are not slumped forward.

Motor Skills Continued * Pulls self into standing position: can they stand on their own? rous set into standing position: can they stand on their own? participant doesn't have to necessarily grab onto something to stand. . Items 11-18: May not engage in these activities due to lack of opportunity, safety, kt. Estimate by rating how well the participant could do the task given their fine and gross motor capabilisties. Items 11-18: will likely not be scored a 2 or a 3 if they are not engaging in these tasks on a regular basis.





4. Community Living Skills Some of these items can easily and a second and a be tested by evaluator if not addressed in IPP or psychological evaluation. Item #11: Can the participant tell time AND understand that certain events occur at certain times. Items #13-19: Given the participant's current capabilities would they be able to complete these tasks given the opportunity.

Adaptive Behavior Scale (3) Does very well Always or almost always-without being asked. Complete independence on task. · Mastered task or beyond this skill (too easy). * Does the task completely and very well, without help or supervision from anyone. . Knows when it is necessary to do the task & performs It independently even if there is no one around to give

reminders.

ADAPTIVE BEHAVIOR SCALE

- (2) Does fairly well
 - Or % of the time-may need to be asked.
 - Individual performs the task reasonably well without help or supervision.
 - Individual has not mastered task, but can do all parts
 of it.
 - · Okay to be asked or reminded.

m Published for Asia and American, Inc.

Adaptive Behavior Scale

- (1) Does, but not well
 - Or % of the time-may need to be asked
 - Individual sometimes performs the task well without help.
 - Individual tries to do all parts of the task without help or supervision but the result is not good.
 - · Okay to be asked or reminded.

- Production for the same formation for

Adaptive Behavior Scale

- (0) Never or rarely
 - · Even if asked.
 - · The task is too hard.
 - One circumstance that automatically results in the assignment of the lowest ranking is the inability of the participant to do all parts of the specific task without help, supervision, or additional training.

Ratings for Adaptive Behavior

- 1. Primary criterion is independence
- 2. How much support is necessary to achieve independence?



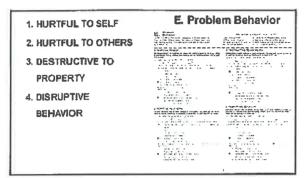
Common Adaptive Behavior Errors

- Raw Scores added incorrectly
- Overestimate of skill required
- · Rating compliance rather than Ability
- Overly generous or optimistic estimate of ability (error in the positive direction)
- · Fallure to estimate ability when behavior not demonstrated.
- Failure to give full credit for items that have been surpassed.

ICAP Maladaptive Behavior Index

- Internalized MBI: Behaviors hurtful to self, unusual or repetitive habits, and withdrawal or inattentive behavior
- Externalized MBI: Behaviors hurtful to others, destructive to property, and disruptive behavior
- Asocial MBI: Socially offensive behavior and uncooperative behavior
- General MBI: Overall measure of problem behavior





	E. Problem Behavior		
5. UNUSUAL OR REPETITIVE HABITS	CONTRACTOR SANDA PERSON		
6. SOCIALLY OFFENSIVE BEHAVIOR			
7. WITHDRAWALOR INATTENTIVE BEHAVIOR	a to a particular programme and the second and the		
8. UNCOOPERATIVE BEHAVIOR	1000 1000 1000		

Problem Behavior

Behaviors that impact or interfere with a person's day to day activities or with the activities of those around him/her.

Guidelines for Scoring Problem Behavior Section

- If participant <u>OOES NOT</u> exhibit those or similar behaviors, then write "none" and mark (0) Never for frequency and (0) Not Serious; not a problem for severity.
- If participant exhibits behavior similar to those problems described write in <u>ONE</u> specific behavior that causes the <u>MOST</u> trouble.

Guidelines for Scoring Problem Behavior Section Cont.

- Frequency: there should be 10 minutes between behaviors for a new behavior to be counted (e.g. bangs head 6 times in 10 minutes=1 episode).
- Severity: rate how serious that problem behavior is in the environment in which you most often observe or interact with the participant.

Severity Ratings Defined

- 0 Not serious, not a problem
 - · Odd, accentric, peculiar
 - · Not everyone considers it to be a problem
- 1 Slightly serious, a mild problem
 - Annoying, embarrassing, worrisome
 - Considered to be a problem; noted in IPP or other documents (interactive Guidelines)
 - Can usually be managed by common sanse and a structured environment
 - · Does not seriously limit activities



Severity Ratings Continued

2 - Moderately serious, a moderate problem

- Objectionable, unacceptable
- Typically a problem in all environments
- Addressed by an individualized objective, with written procedures. Behavior Support Plan required.
- Limits some activities

British might glass that an industrial are

Severity Ratings Continued

3 - Very serious, a severe problem

- Frightening, repulsive, dangerous
- . #1 ranked individualized objective, with written procedure (8SP)
- Frequency reduced only with constant vigilance and a highly structured environment
- . Difficult or impossible for a single staff person to control when it occurs

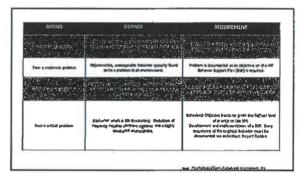
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Severity Ratings Continued

4 - Extremely serious, a critical problem

- . May be life-threatening
- Individualized objective and written record of every occurrence of the behavior
- · Frequency difficult to reduce
- · Consequences difficult to minimize

Marchinelis Committee and Assessment and



Other Considerations

- rate the behavior relative to last month. Behaviors that are cyclical and do not occur monthly may be rated (i.e. frequency=less than once a month).
- Behaviors not allowed to occur (e.g. sexually aberrant behavior, theft, arson, PICA, etc.), whether by virtue of 1:1 or not, may be rated relative to previous months. For example, the frequency may be "less than once a month," but the severity might be 4. Be sure to indicate (in the comments section) if 1:1 supervision is currently used.

Common Maladaptive Behavior Errors

- Overestimate of severity
- · Cluster behavior rated in multiple categories
- Multiple Categories rated for a single problem
- Behavior rated based upon use as an example (not really a problem).
- \bullet Avoid rating behaviors as problem behaviors when may be a function of the person's condition

was Problem &Compalar and Americans, by

Maladaptive Behavior Errors (continued)

- Rating inattentiveness for a person with severe/profound intellectual Disability
- •Rating behaviors that are "not serious; not a problem."
- · Maladaptive behavior noted on ICAP inconsistent with other assessments
- ·Lack of documentation of maladaptive behavior in the IPP

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Maladaptive Behavior Errors (continued)

- only 1 specific behavior can be noted for each section and only the frequency and severity of that behavior can be rated (not a collective estimate of all the behaviors noted)
- Higher Frequency does not mean higher severity. Severity and frequency levels should belooked at as separate items and not parallel items

- Parkings of production and desirement to

Other sources of error

- · Lack of training
- · Different respondents
- Lack of knowledge of consumer
- Non-consumer issues influencing ratings



- Mark one statement that best describes the participant's current residence and one in the next column that indicates recommended changes or needs within the next 2 years.
- If no change likely needed, mark the last response (no change recommended).
- If the same type of placement, but a different site (e.g. a move from one group home to a different group home) is recommended, the item marked in both columns should be the same.

Instructions for ICAP Section F:
Residential Placement

- Mark one response to designate the current formal daytime activity of the participant and mark the one in the next column that is likely or needed alternate daytime placement within the next 2 years.
- If no change is recommended, mark the last response "no change recommended."
- If the same type of program but a different site is recommended, the item marked in both columns should be the same.



- Identify the support services the individual is currently receiving from any source and those in which the participant should be evaluated for possible additional or altered services.
- "Specialized services" mean services beyond those used on a regular basis by ordinary people.





- Social & Lelsure activities within the last month: indicate all formal and informal social activities in which the participant has participated, alone or with someone else, within the last month.
- Factors limiting social activities: all factors that contribute to the participant's social activities being more limited than desired or than is normal for participant's age.

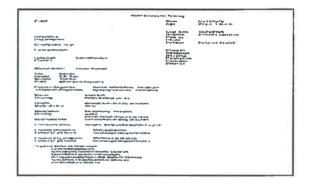


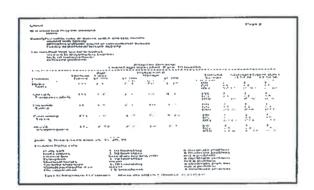
Instructions for ICAP Section 1:
Recommendations & General Info.

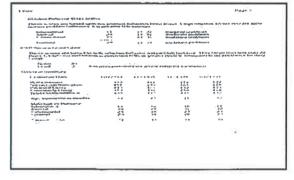
• May attach

documentation to
address these areas,
such as; the most
current IPP, behavior
support plan,
psychological
evaluation, etc.

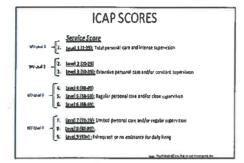
Service Score Combination of adaptive behavior (weighted 70%) and maladaptive behavior (weighted 30%) Score range from 1 to 99

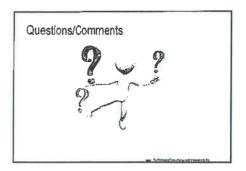












PC&A, Inc. WVI/DD Waiver Letter of Certification	
Initial.Determination	
Annual Redetermination	
Eligible Diagnosis Measure of Adaptive Behavior	
approved for this individual. This ind	noted, certification for medical eligibility is lividual requires the level of care and services lity for individuals with I/DD, related conditions or care, and is effective for one year.
Applicant Name	DOB/KEPRO ID
Please install the DocuSign Signature Appliance Client. Refer to http://www.docusign.com	



STATE OF WEST VIRGINIA DEPARTMENT OF HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES

Bill J. Crouch Cabinet Secretary Commissioner's Office 350 Capitol Street, Room 251 Charleston, West Virginia 25301-3712 Telephone: (304) 558-1700 Fax: (304) 558-1451

Cynthia E. Beane Commissioner

	oate: Jame:	Applicant and/or Legal Representative	
А	ddress:	Applicant's address	
N	Medicaid	WV I/DD Waiver Program	
[2] [2]		Your Initial Waiver Application is hereby denied. Your Waiver services have been terminated.	
Y	our appl	lication was denied/terminated because:	
functi	oning wa	on provided for review includes school records from the developmental per ras in the average range at that time. The present diagnosis of Schizophreni is specifically excluded per policy. Thus, the applicant does not require an	a is not an eligible diagnosis as serious
		Documentation submitted does not support the presence of substantial ada the six major life areas identified for Waiver eligibility.	ptive deficits in three or more of
		Specifically, the documentation failed to demonstrate substant major life areas:	ial limitations in the following
		Self-Care Receptive or Expressiv Learning Mobility Self-Direction Capacity for Independent	
R	eviewer	n(s) relied on the following facts:	
		PE; 6/15/92 Individualized Education Plan; 9/18/90 Ability-Achievement Deservation; 5/92 Public Schools Speech/Language Evaluation; 10/11/91 IEE	

SECOND MEDICAL EVALUATION: You have the right to a second psychological evaluation at the department's expense if the decision was based on medical reasons; the second psychological evaluation must be submitted within 60 calendar days of this letter. You have the right of access to your file and copies free of charge.

Evaluation Report; 4/4/19 Independent Psychological Evaluation; 4/16/19 Notice of Denial.

8/14/86 Annual IEP; 5/22/86 Psychological Evaluation Report; 5/23/84 Report; 1/16/81 Evaluation Report; 10/1/84 IEP; 1/6/81

FAIR HEARING: If you do not agree with the decision, you may ask for a Fair Hearing and/or a Pre-Hearing Conference within 90 days of the date of this letter. A form to ask for a Fair Hearing and/or a Pre-Hearing Conference is also enclosed. Within 90 days, you must complete this form and submit it to the address on the Hearing Request form. If this action is termination of your benefit, your service may continue until your hearing is held and a final decision is made by the hearing officer, but you must ask for a Hearing/Pre-Hearing Conference within 13 days of this notice in order to receive continued benefits. The following organizations provide free legal services to eligible persons: Disability Rights of West Virginia, 1207 Quarrier Street, Charleston, WV 25301; 1-800-950-5250 and Legal Aid of WV, 922 Quarrier Street, 4th Floor, Charleston, WV 25301; 1-800-642-8279. Mountain State Justice, 1031 Quarrier Street, Suite 200, Charleston, WV 25301 at 1-800-319-7132. The Department will assist in arranging transportation if needed.





STATE OF WEST VIRGINIA DEPARTMENT OF HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES

Bill J. Crouch Cabinet Secretary

and ABAS-3.

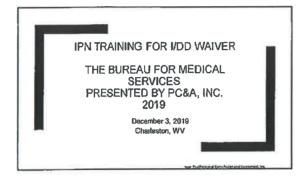
Commissioner's Office 350 Capitol Street, Room 251

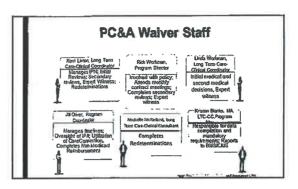
350 Capitol Street, Room 251 Charleston, West Virginia 25301-3712 Telephone: (304) 558-1700 Fax: (304) 558-1451 Cynthia E. Beane Commissioner

Date: Name:	Applicant an	d/or Legal Representative		
Address:	Applicant ac	ldress		
Medicaid '	WV I/DD W	aiver Program		
		Vaiver Application is hereby services have been terminate		
Your appli	ication was d	enied/terminated because:		
		n submitted does not suppor ife areas identified for Waiv		esence of substantial adaptive deficits in three or more of bility.
		ifically, the documentation r life areas:	failed	to demonstrate substantial limitations in the following
		Self-Care Learning Self-Direction	\boxtimes	Receptive or Expressive Language Mobility Capacity for Independent Living
Reviewer(s) relied on t	he following facts:		
Annual Ass	sessment co	ompleted by Kepro date	d 4/28	/2020 which includes the Structured Interview, ICAP,

SECOND MEDICAL EVALUATION: You have the right to a second psychological evaluation at the department's expense if the decision was based on medical reasons; the second psychological evaluation must be submitted within 60 calendar days of this letter. You have the right of access to your file and copies free of charge.

FAIR HEARING: If you do not agree with the decision, you may ask for a Fair Hearing and/or a Pre-Hearing Conference within 90 days of the date of this letter. A form to ask for a Fair Hearing and/or a Pre-Hearing Conference is also enclosed. Within 90 days, you must complete this form and submit it to the address on the Hearing Request form. If this action is termination of your benefit, your service may continue until your hearing is held and a final decision is made by the hearing officer; but you must ask for a Hearing/Pre-Hearing Conference within 13 days of this notice in order to receive continued benefits. The following organizations provide free legal services to eligible persons: Disability Rights of West Virginia, 1207 Quarrier Street, Charleston, WV 25301; 1-800-950-5250 and Legal Aid of WV, 922 Quarrier Street 4th Floor, Charleston, WV 25301; 1-800-642-8279; Mountain State Justice, 1031 Quarrier Street, Suite 200, Charleston, WV 25301 at 1-800-319-7132. The Department will assist in arranging transportation if needed.

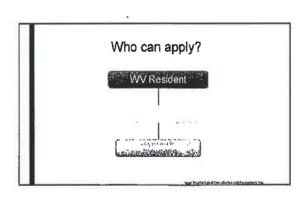




PC&A Role Contracted strough BMS to make <u>elicibility</u> determinations. No incentives to deny or approve applicants. Contracted Services and Performance Measures are subject to review by CMS.



I/DD Waiver in W All states must adopt BDD Waiverpolicies <u>elitest</u> as stringent as the Code of Federal Regulations. WY criteria is more stringent which results in the most impaired individuals receiving services and the walt list staying manageable. The Independent Psychologist Network (IPN) was created to allow for independent assessment thee from potential conflicts of interest and equitable for all applicants.



Determining Eligibility

See Medical Eligibility 513.6.2

Eligible Diagnosis

Intellectual Disability or Severe Related Condition

Manifested prior to age 22

Severe Related Condition

Related Conditions: Any condition, <u>other then enough illensis</u>, (could be be closely related to an intellectual disability because this condition results in impatement of general intellectual functioning or adequive behavior special to failed in produces with intellectual disability, and requires terrifice; senting to finose arquired for persons with

lay include:

- Autism
- Transmatic Brain to
 Countries Pales
- G Cerebial Pality
- Tuberous Scienash

The applicant, must pendde documentation of a related condition for your review.

This must be included in the IPE Waxy longer have a DD-2A.

Prevalence of Psychosis

 4-8% of children with mild intellectual
 Disability develop
 Schizophrenia or other
 Psychoses when they reach maturity.



neg to delegable delicant temper, la

Substantial Limitations

Does the person have substantial limitations in three (3) of the six (6) organized areas? Substantial felloy is defined as 3 standard deviations below the mean or less than one

- Self-Care
- Receptive or expressive tanguage
- Learning
 Mobiler
- Mobiley
 Self-describe
- Capacity for Independent InAng

Must be related to the eligible diagnosis and manifested prior to age 27

Active Treatment

- A. DOES THE PERSON REQUIRE AGGRESSIVE, CONSISTENT IMPLEMENTATION OF A PROGRAM OF SPECIALIZED AND GENERIC TRAINING, TREATMENT, AND HEALTH SERVICES?
- 8. DOES THE PERSON PRIMARILY REQUIRE PERSONAL CARE SERVICES?
- C. DOES THE PERSON PRIMARILY REQUIRE VERBAL PROMPTS?

not furthered (models and for both 7s.



ICF/IID Level of Care

The person requires the equivalent of an ICF/IID institutional level of care.

Day in the life of an ICF/IID Resident

Resident is assigned a direct care staff to work with them (possibly along with savetal other residents) for the day. The essigned staff member assists the client with personal care needs throughout the day.

Monday through Friday the resident shonds some typs of day program to possibly include: fob training, social skills training, independent living skills training, independent living skills (tasually for 4-6 hours per day

Assist with preparation of the evening meal Programs to increase their independence in hygiene and household chares. Attend church, go shopping, go to a sporting event, or participate in social events scheduled within the home environment.

Level of care instruments

IPE should include:

- 1. ABAS-3 and other measures of adaptive behavior if necessary
- 2. Standardized measure of intelligence.
- A measure of academic achievement and/or private psychological evaluations, when appropriate.
 Child's IEP. Copies of psycho-educational assessments completed in the school system.
- Assessments for Pervasive Developmental Disorders (CARS, GARS, etc.)

Adaptive Behavior Scales

	-	127				
J work and	FIG.	-	41	15-30	1,754	31
Mywillys	rcs ·	1	Cologo Engre		1967	17
Brn-Eys	4.5	34	Callego Graphe	20-60	Yas	, PA
8-00ys	YE3		Conge Sugge	13-30	4 500	
0-tiyra tirea.	MESS	3	Cdops Over	13-40	252	BC-45,
Schiller Kriss	83	,	Ediga (1gre)	630	176	
Marcy 16/90	WS	3	NA.	40-80	2,780	*
	Brn. Spr. Spr. Spr. Spr. Spr. Spr. Spr. Spr	FOR IS ALM FO STATE OF STATE O	September September	Company Comp	Transcript Tra	Control Cont

Independent Psychological Evaluation (IPE)

- Demographics
- ♦ Relevant history
 - Developmental history
 Medical history
 Mental health history

 - Previous psychological evaluation summa

IPE continued

- - Physical and sensory deficits
 Medications

 - ♦ Current be haviors (description, not ABAS scores) 1. Self-care

 - Receptive and expressive language
 Functional learning

 - 4. Nobility 5. Self-direction
 - 6. Capacity for Independent living



IPE continued

- Mental status examination
- ♦ Current evaluation
- ♦ Intellectuat/cognitive ♦ Adaptive behavior (ABAS 3) ♦ Achievement ♦ Autism screening
- ♣ Developmental summary
 ♠ Findings /conclusions
- Diagnosis , Prognosis, and Recommendation
- We utilize the ICD-10-CM or DSM-5 for coding purposes.

Diagnostic considerations

- Clinicians can use the DSM-5 or ICD-10-CM when diagnosing individuals in the I/DD Waiver program.
- The manual must be clearly referenced
- . The diagnosis rendered must be psychometrically supported and sound.
- IP role is to provide an objective, unbiased assessment of an individual.

Autism spectrum disorders

- · P can use the ICD-10-CM or the DSM-5.
- · Please specify the manual utilized
- . Unize a CARS or a GARS to measure the severily
- # Fusing ASD, please note the Level (1, 2, or 3)
- Specific consideration given to age of onset, cognitive impairment, and services received to date.

Research Results

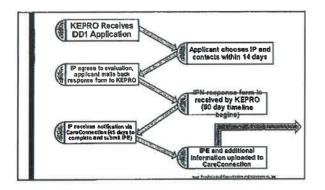
Intellectual disability

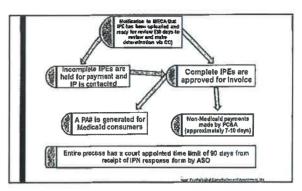
- Consider developmental history, impact of Mental Illness and/or Psychotropic Medication, School placement, and adaptive behavior
- Measured intellect is a paramount consideration
- e Be sure to administer a full battery test of intellect

 - Exceptions:
 Individual cannol or will not participate
 Individual was assassed within the past six months.

Take Home Points Disgrestic Section of IPE President degree ett, de ett skielefelde kantte haling. . Compres lange transmission from the last predicting display 2.72 incorporate IQ score and adaptive behavior when diagnosing intellectual Disability Psychological Consolution and Asse







Billing Code

- The billing code utilized for the IPE:
 T1023 SC
- 90791 and 96101 will result in a denial of payment.
- ♦ The reimbursement for T1023 SC is \$337.48
- This is a procedure code. Units are not billed. Only one date of service can be utilized.
- ♦ Do not bill private insurance for an IPE
- ❖ Do not bill Managed Care Organizations for an IPE

	Year	Approval Percentage
pproval	2014	52%
ata	2015	51%
014-2018	2016	50%
	2017	55%
	2018	51%

Total Hearings 2014-2018

	Trepped	dompicted	U pfield,	
2014	81	28	27	1
2015	88	42	41	1
2016	55	24	24	0
2017	42	23	23	0
2018	40	13	12	1

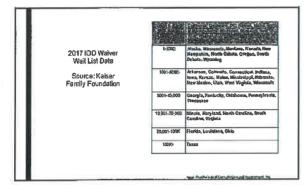
Decision Time Lines Averages

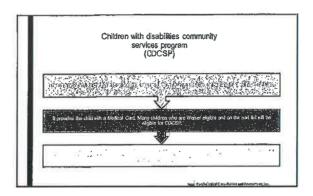
Fiscal Year 2016-2017

- a 45 Days from IP selection to an Englishity Decision
- Fiscal Year 2017-2018
- 47 Days from IP selection to an Eligibility Decision
 Fiscal Year 2018-2019









To become a member of IPN

- Submil the following to PC&A

 \$ Signed agreement

 \$ Copy of ficense
 Copy of Professional/Lability Insurance

 \$ Mediciad Number (awarwamiis com)

 \$ Mediciad Number (awarwamiis com)

 \$ Curriculum vides of Resume

 \$ Completed W-9

Can email to <u>kirkooffisessskriines eem,</u> fax to 304-778-7247 or mail to 202 Glass Delve, Cross Lanes, WW 253131

Bureau for medical services

Patricia S. Nisbet, MA, LSW, Director of Office of Home and Community Based Services

Randall K. Hill, Director of the Home & Community-Based Services Policy Unit

Nora Differd, IDDW Program Manager Nora_L D&srd@wv gov

Kepro

- Phone 304-343-9663/866-385-8920
 - . E-fax: 886-521-8862
- Josh Ruppert (<u>fruppert@kepro.com)</u>
- Sissy Johnson (sichnson2@keyro.com) Jessica Johnston (Felotriston (Necoso.com))

Psychological Consultation & assessment, Inc. (PC&A)

> Phone: 304-776-7230 Fax: 304-776-7247

www.pcasolutions.com Kert Linton (klinton@pcasolutions.com)

Jif Oliver (ioliver@pcasolutions.com)

Krislen Blanks (kblanks@pcasolutions.com)





Bill J. Crouch Cabinet Secretary Commissioner's Office 350 Capitol Street, Room 251 Charleston, West Virginia 25301-3712

Telephone: (304) 558-1700 Fax: (304) 558-1451

Cynthia E. Beane Commissioner

PC&A, Inc.
CDCSP
202 Glass Drive
Cross Lanes, WV 25313
Telephone: 304-776-7230 Fax: 304-776-7247
sclendenin@pcasolutions.com

Applicant:

Soc. Sec. XXX-XX-

This is your notification that the applicant listed above meets the <u>medical</u> eligibility criteria for ICF/IID Level of Care for the Children with Disabilities Community Services Program as of **DATE**.

There are two steps (medical and financial) for meeting eligibility criteria for this service.

Please contact your local (county) DHHR office upon receipt of this letter and arrange to meet with an Economic Service Worker for information regarding financial eligibility for CDCSP. Retro Financial Eligibility will be determined from the date of the financial eligibility meeting. The local office will follow the Office of Income Maintenance's policies for Children with Disabilities Community Services Program in determining financial eligibility.

In order to continue receiving a medical card, medical and financial eligibility for the Children with Disabilities Community Services Program must be re-determined annually.

As the parent/guardian responsible for the child's participation in the program, a complete re-application packet must be received ten (10) days prior to the lapse date, which is one year from the effective date.

Failure to submit this information within the time frame may result in denial of Medicaid benefits. All information concerning medical eligibility should be submitted to PC&A, Inc. in accordance with the Eligibility Guide for Children with Disabilities Community Services Program updated March 15, 2015. Financial information should simultaneously be submitted to the child's local DHHR office to re-determine financial eligibility.

cc: Community Services Manager WVDHHR- County



Bill J. Crouch Cabinet Secretary

Commissioner's Office 350 Capitol Street, Room 251 Charleston, West Virginia 25301-3712 Telephone: (304) 558-1700 Fax: (304) 558-1451

Cynthia E. Beane Commissioner

PC&A, Inc.
CDCSP
202 Glass Drive
Cross Lanes, WV 25313
Telephone: 304-776-7230 Fax: 304-776-7247
sclendenin@pcasolutions.com

DATE	ATE:	
TO:	O: Applicant's Guardian or Legal Represenative	
FRO	ROM: Sarah Clendenin, Project Coordinator	
RE:	E: CDCSP Initial Application Eligibility Determination a	
Appl	pplicant: DOB:	
follov	he CDCSP Initial Application is hereby denied. Based on the information belowing reasons: Documentation submitted for review does not support CF/IID Level of Care intellectual disability or a related condition which is	the presence of an eligible diagnosis for
	Documentation submitted does not support the presence of su more of the six major life areas identified for ICF/IID Eligibility.	bstantial adaptive deficits in three or
	pecifically, the documentation failed to demonstrate substantial lim	itations in the following major life areas: we or Expressive Language
	Learning Mobility	
	Self-Direction Capacity	for Independent Living
	he reviewer relied upon the following facts: 03/27/17 CDCSP-2A, 03/27. lest Life Therapy Report, 02/28/17 WVBTT Speech Language Pathol	
within of you and si order perso offices 1207	equest for a Fair Hearing: If you do not agree with the decision, you may ask for ithin 90 days of the action taken. A form to request a Fair Hearing/Pre-hearing C f your existing benefit, your services may continue until your hearing is held. Within d submit to the address on the bottom of the form. You must ask for a Pre-Hearing receive continued benefits. If you wish to consult with legal counsel, the for ersons: Legal Assistance: (1) Legal Aid of West Virginia, 922 Quarrier Street, (ffices in Beckley, Princeton, Huntington, Wheeling, Parkersburg, Clarksburg, Mart 207 Quarrier Street, Charleston, WV 25301, 1-800-950-5250; or (3) Mountain Statharleston, WV 25301, 1-800-319-7132	onference is enclosed. If this action is termination in 90 days, you must complete the attached forming Conference within 13 days of this notice in illowing provide free legal services to eligible charleston, WV 25301, 1-800-642-8279 with insburg, and Logan: (2) Disability Rights of WV,

The policy upon which the decision is based: Children with Disabilities Community Service Program Chapter 526.



Bill J. Crouch Cabinet Secretary Commissioner's Office 350 Capitol Street, Room 251 Charleston, West Virginia 25301-3712

Telephone: (304) 558-1700 Fax: (304) 558-1451

Cynthia E. Beane Commissioner

PC&A, Inc.
CDCSP
202 Glass Drive
Cross Lanes, WV 25313
Telephone: 304-776-7230 Fax: 304-776-7247
sclendenin@pcasolutions.com

Date

This is notification the CDCSP annual medical eligibility is scheduled to expire in the next 60 days.

The CDCSP requires an annual re-determination of each member's medical eligibility. Please find enclosed a CDCSP packet for completion.

Common issues occur in the re-determination process resulting in pending continuation of services. To assist us in remediating these issues, please ensure the physician completes the certification section of the CDCSP-2A or CDCSP-2B (Medical Evaluation). The CDCSP-3 (Psychological Evaluation) must include assessments to support the diagnosis and adaptive levels of functioning. The CDCSP-4 (Cost Estimate Worksheet), must be totaled and signed. Current SSI denial notices must be submitted. With your assistance we hope to avoid receipt of incomplete packets which may result in delay of services.

If you require additional information, please contact Sarah Clendenin, 304-776-7230 or email sclendenin@pcasolutions.com.



Bill J. Crouch Cabinet Secretary Commissioner's Office

350 Capitol Street, Room 251 Charleston, West Virginia 25301-3712 Telephone: (304) 558-1700 Fax: (304) 558-1451 Cynthia E. Beane Commissioner

PC&A, Inc.
CDCSP
202 Glass Drive
Cross Lanes, WV 25313
Telephone: 304-776-7230 Fax: 304-776-7247
sclendenin@pcasolutions.com

July 13, 2020

Applicant:

Soc. Sec. #: XXX-XX-

This is your notification that, meets the medical eligibility criteria for an ICF/IID Level of Care for continued participation in the Children with Disabilities Community Services Program (CDCSP). The medical eligibility is for one year and the effective date is <u>DATE</u>.

In order to continue receiving a medical card, medical and financial eligibility for the Children with Disabilities Community Services Program must be re-determined annually.

As the parent/guardian responsible for the child's participation in the program, a complete re-application packet must be received ten (10) days prior to the lapse date, which is one year from the effective date.

Failure to submit this information within the time frame may result in denial of Medicaid benefits. All information concerning medical eligibility should be submitted to the address below in accordance with the Eligibility Guide for Children with Disabilities Community Services Program updated September 1, 2008. Financial information should simultaneously be submitted to the child's local DHHR office to re-determine financial eligibility.

cc: Community Services Manager WVDHHR County



Bill J. Crouch **Cabinet Secretary**

Commissioner's Office 350 Capitol Street, Room 251

Charleston, West Virginia 25301-3712 Telephone: (304) 558-1700 Fax: (304) 558-1451 Cynthia E. Beane Commissioner

PC&A, Inc. **CDCSP** 202 Glass Drive Cross Lanes, WV 25313 Telephone: 304-776-7230 Fax: 304-776-7247 sclendenin@pcasolutions.com

DATE:

TO: Guardian or Legal Representative

FROM: Sarah Clendenin, Project Coordinator

RE: CDCSP Renewal Application Packet-Eligibility Determination

Applicant:

Medicaid #:

The CDCSP Renewal Application is hereby denied. Based on the information submitted, eligibility is denied for the following reasons: Documentation submitted does not support the need for Nursing Facility Level of Care. There are no complex skilled needs documented that require specialized training above and beyond the capability of those ordinarily provided by a parent/guardian. The child's health was described as stable and improving. There were no complex care management and medications and other therapies do not interfere with activities of daily living.

The reviewer relied upon the following facts: CDCSP-1, CDCSP-2A dated 05-09-2020, CDCSP-2B dated 02/24/2020, Cost Estimate, SSI Denial Notice, IEP dated 05-08-2019

Request for a Fair Hearing: If you do not agree with the decision, you may ask for a Fair Hearing and/or a Pre-Hearing Conference within 90 days of the action taken. A form to request a Fair Hearing/Pre-hearing Conference is enclosed. If this action is termination of your existing benefit, your services may continue until your hearing is held. Within 90 days, you must complete the attached form and submit to the address on the bottom of the form. You must ask for a Pre-Hearing Conference within 13 days of this notice in order to receive continued benefits. If you wish to consult with legal counsel, the following provide free legal services to eligible persons: Legal Assistance: (1) Legal Aid of West Virginia, 922 Quarrier Street, Charleston, WV 25301, 1-800-642-8279 with offices in Beckley, Princeton, Huntington, Wheeling, Parkersburg, Clarksburg, Martinsburg, and Logan: (2) Disability Rights of WV, 1207 Quarrier Street, Charleston, WV 25301, 1-800-950-5250; or (3) Mountain State Justice, 1031 Quarrier St, Suite 200, Charleston, WV 25301, 1-800-319-7132

The policy upon which the decision is based: Children with Disabilities Community Service Program Chapter 526.

Enclosure





Bill J. Crouch Cabinet Secretary Commissioner's Office 350 Capitol Street, Room 251 Charleston, West Virginia 25301-3712 Telephone: (304) 558-1700 Fax: (304) 558-1451

Cynthia E. Beane Commissioner

PC&A, Inc.
CDCSP
202 Glass Drive
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Telephone: 304-776-7230 Fax: 304-776-7247
sclendenin@pcasolutions.com

July 13, 2020

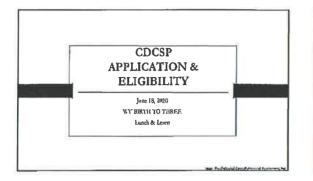
Applicant:

Social Security: XXX-XX-

This is your notification that effective DATE, APPLICANT is no longer eligible for participation in the Children with Disabilities Community Services Program (CDCSP). The reason for the cancellation is based on:

Medical eligibility was not established for continued participation.

cc: Community Services Manager, WVDHHR- County



PRESENTERS

- ➤ KERRI LINTON, MA, LPC LICENSED PSYCHOLOGIST AND LONG TERM CARE CLINICAL CONSULTANT
- ► SARAH CLENDENIN IS THE PROGRAM COORDINATOR FOR THE CDCSP
- ► PSYCHOLOGICAL CONSULTATION & ASSESSMENT IS THE MEDICAL ELIGIBILTY CONTRACTED AGENT FOR THE BUREAU FOR MEDICAL SERVICES

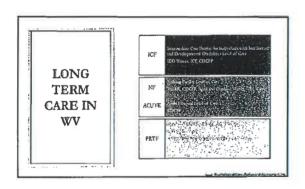
**Understand Levels of Care **Understand the difference in delays with BTT and ICF **Understand Eligibility Criteria for CDCSP **Understand the Application Process for CDCSP **Know the agencies involved and points of contact

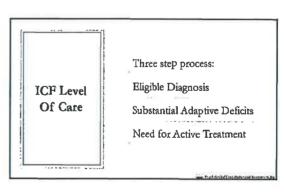
Children with Disabilities Community
Services Program (CDCSP)

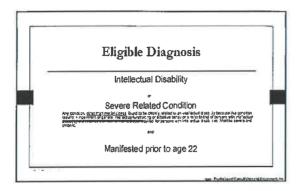
The CDCSP allows a child with a severe disability who is eligible to receive the level of eare provided in a credical institution (i.e., Nursing Facility, ICF/IID, or Acure Hospitaly to receive medical assistance (medical card).

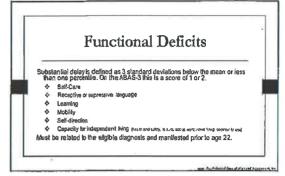
Medicaid may pay the premiums, deductibles, coinstruance and other cost sharing obligations for eligible members who have primary insurance.

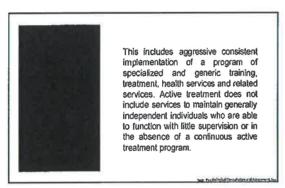
Some states refer to the program as the Katie Bucken Program.

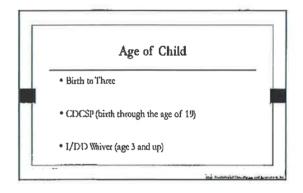




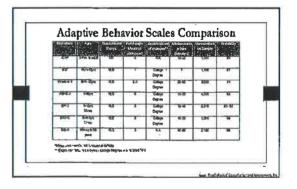


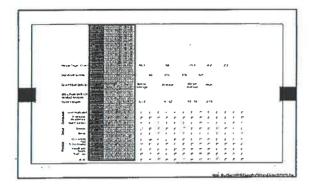












Example-Communication • For a child to qualify in this one major life area: • Scaled scores of 1-2 (example: ABAS-3) * Standard Scores of 55 and below (example: Vineland)

Critical components of psychological evaluation

- Measure of adaptive behavior (the ABAS-3 is the only tool that measures all 6 major life areas)
- In the event a Related Condition is diagnosed, documentation of severity must be included (medical records, assessment of severity,

Documentation Required for ICF/IID Level of Care

- · CDCSP-1 Information Sheet
- . CDCSP-2A Medical Evaluation for ICF/HD Level of Care
- CDCSP3 Psychological Evaluation
- * CDCSP4 Cost Escimate Sheet or EOBs
- * SSI Denial Lever
- * IDD Water Approval Letter (if applicable)

 * The distance for impurious 1877 be schound earner this UV BTT 1878, green, reades, clinic opening medical recording information 1875, pp. 57, and

I/DD Waiver

- If a child from age 3 through the age 18 is found to be eligible for the I/DD vaiver program, but is placed on the waithst and the child does not already have a medical eard, the child is encouraged to apply for CDCSR.
- The child will be considered to have met ICF/IIO level of care criteria but these individuals must still submit their SSI denial, CPCSP-2A and cost estimate for consideration.

I/DD Waiver continued

If all other components of eligibility are men, then the child will be considered to be eligible for CDCSP for one year. A new CDCSP-3 (Psychological Evaluation) along with the other required documentation must be submitted annually for review thereafter

The childs representative must also send a copy of the I/DD water certification letter.

Nursing Facility

- " Children who do not equire acute hospital care, but who, on a regular basis, require skilled nursing services, complex rehabilitation services and other health-related services ordinarily provided in a medical facility
- *These services are ordered by, and provided under the direction of a physician

Documentation Required for Nursing Facility Level of Care

- CD:26-1 Idiouse's Best |
 IDI:26/2 Adeal Status on the Accest on Hongard CR. Naving Finds
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Acute Care Hospital

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- Wishous these services would sugain the quant hospitalisations.
- This texel of care is highly shilled and penvilled by productionals, or amounts not recensily available into skilled musing factor, but available in a hospital.

Documentation Required for Acute Care Hospital Level of Care

- FDCR is believe and less

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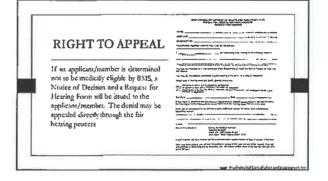
Medical Eligibility

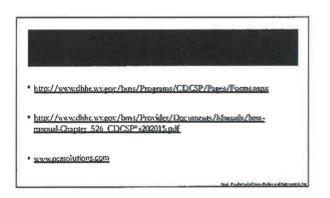
- "The applicant most meet the level of case stated in the application (Nursing Facility, ICL / III), Acute Care Hospital)
- "All medical costs incurred by the child for 12 months prior to application are less than the costs which would have been incorred in the institution.

Financial Eligibility

- Determined by the local DRHIR.
- "Only the applicant's (not the parents") income is considered.
- "The individual's (Child's) assets may not exceed \$2,000.

Redetermination A stainer mination of medical eligibility smuss be completed annually for each member persuant of federal Ira. (Flighbury determine an will be made in accordance with current edgebbling effects All documentation required for specific levels of two cursus be updated and submitted annually. The dose that the physician signs the CDCSP-28 becomes the number's anchor date. The expiration date of the member's eligibility is 363 days from the due of signstant. Four members seeking nedestermination of medical eligibility can be taken the UT-VIID 1 evel of Case, a psychological evaluation dated within 30 days of the member's section date must be submitted.







Bureau for Medical Services Nora Dilard, Program Manager Intellectual & Developmental Disabilities Wainer Children with Disabilities Commonity Service Pangram WV Bureau for Medical Services 350 Copitol Street, Room 251 Gharleston, WV 25301-2709 PHONE (340) 558-1700 FAX (300) 558-1700 EAALL: Nora.L.Dillard@svegov



PSYCHOLOGICAL CONSULTATION & ASSESSMENT, INC. BUREAU FOR MEDICAL SERVICES LONG TERM CARE PROJECT PC&A BMS LTC PROJECT

MEMORANDUM

DATE:

TO:

FROM: Michelle McFarland, M.A./Clinical Consultant

RE: PASRR Level II Evaluation-

The information provided for this individual has been reviewed. Documentation does not support the presence of a major mental illness. Suicidal ideation was noted in the ED, but denied subsequently, and was due to frustration with medical issues. He does not require specialized services, i.e. inpatient psychiatric care. He is demonstrating sufficient functional deficits requiring nursing facility level of care, per the Level I review. He can be admitted to a nursing facility in WV.

Please forward a copy of the memo to the facility in which the individual is placed. If I may be of further assistance, please contact me at (304)776-7230, ext. 301.

PC&A BMS LTC PROJECT PSYCHOLOGICAL CONSULTATION & ASSESSMENT, INC. BUREAU FOR MEDICAL SERVICES LONG TERM CARE PROJECT

MEMORANDUM

V-V-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1	
RE:	PASRR LEVEL II DESK REVIEW-
FROM:	KRISTEN BLANKS, M.A./CLINICAL CONSULTANT
то:	
DATE:	

THE INFORMATION PROVIDED FOR THE ABOVE NAMED INDIVIDUAL HAS BEEN REVIEWED. IT REFLECTS A DIAGNOSIS OF DEMENTIA. AS SUCH, THE INDIVIDUAL IS NOT IN THE LEVEL II POPULATION. THE INDIVIDUAL MAY BE PLACED IN A NURSING FACILITY.

FOR FURTHER ASSISTANCE, PLEASE CONTACT ME AT (304)776-7230, EXT. 305.

PC&A BMS LTC PROJECT PSYCHOLOGICAL CONSULTATION & ASSESSMENT, INC. BUREAU FOR MEDICAL SERVICES LONG TERM CARE PROJECT

MEMORANDUM

FROM:	KRISTEN BLANKS, M.A./CLINICAL CONSULTANT
RE:	PASRR LEVEL II DESK REVIEW-

THE INFORMATION PROVIDED FOR THE ABOVE-NAMED INDIVIDUAL HAS BEEN REVIEWED. ACCORDING TO THE PAS, THE INDIVIDUAL DOES NOT QUALIFY FOR MEDICAID REIMBURSEMENT FOR LONG-TERM CARE. FEDERAL REGULATIONS REQUIRE A SCREENING TO DETERMINE THE NEED FOR SPECIALIZED SERVICES.

THE REVIEW HAS DETERMINED SPECIALIZED SERVICES ARE NOT WARRANTED. THE INDIVIDUAL MAY BE PLACED IN A NURSING FACILITY IN WEST VIRGINIA THROUGH A PAYER SOURCE OTHER THAN MEDICAID. SHOULD THE INDIVIDUAL CHOOSE TO APPLY FOR MEDICAID REIMBURSEMENT IN THE FUTURE, A NEW PAS WILL NEED TO BE COMPLETED, AND THE NEED FOR A LEVEL II WILL BE DETERMINED AT THAT TIME.

IF I MAY BE OF FURTHER ASSISTANCE, PLEASE CONTACT ME AT (304)776-7230, EXT. 305.

PC&A BMS LTC Project Psychological Consultation & Assessment, Inc. Bureau for Medical Services Long Term Care Project

DATE

RE: Level II Denial for APPLICANT

Dear APPLICANT/LEGAL GUARDIAN:

This is to notify you of the denial of the request for Long Term Care based upon the desk review screen completed on January 7, 2020 by Kristen Blanks, Licensed Psychologist. The PAS 2000 indicated that she required a Level II review to screen for specialized services.

Reason for Denial Decision: Please find attached a copy of the Preadmission Screening Desk Review dated 01/07/2020 by Kristen M. Blanks, Licensed Psychologist. In the review Ms. Blanks noted:

The individual has the following identified deficits on the PAS-2000: requires emergency assistance (mentally unable), eating (physical assistance), bathing (total care), dressing (total care), grooming (total care), orientation (completely disoriented) and medication administration (no-not able to administer own medication).

The following information reviewed **does not support** her being mentally unable to vacate a building, being completely disoriented or requiring physical assistance while eating:

- History and physical dated 11-24-2019 by (physician) provided the following information: History of present illness: Patient was admitted to MMH Behavioral Health Unit on DATE. Patient initially presented to the Camden Clark ER on DATE. The patient is a poor historian at this time, so the majority of the history was taken from her MPOA. Her MPOA reports that this is the second time she has seen her mother this bad. She reports that her presentation at this time is similar to her initial "nervous breakdown" when she was in her 20s.
 - <u>Past Medical History</u>: Obstructive sleep apnea syndrome, on CPAP; Schizophrenia, Coronary arteriosclerosis, Type 2 diabetes mellitus, Peripheral vascular disease, Chronic obstructive lung disease, and Hypertensive disorder.
- Physician's note dated 12/23/2019 by (physician) indicated "This morning, alert and oriented x 3, perseverating and wanting to go out and smoke. A bit more irritable about it today 'I have been here long enough. I want to leave. I have been on this unit for a long time now,' neutral mood, just irritable, still labile, apologized to me but then goes back to the same behavioral within a minute or two. Certainly, more organized and certainly less distressed than she was."
- Nursing note dated 12/22/2019 by (RN): "7a shift-patient apologized to the staff for her behavior
 yesterday and then immediately began pressured speech regarding various subjects. Patient obsessed
 over meds, food, drink, smoking a cigarette, etc. complained of headache rated at a 7; gave Tylenol
 650mg at 15:15. Medication was effective. Was calm after 1100; no pressured speech or hysteria this
 afternoon."
- Nursing note dated 12/22/2019 by (RN): "patient up in kitchen at start of shift. Medication compliant.
 Pleasant and cooperative with staff. A couple of episodes of pressured speech noted. Awoke during night a few times, came out of room to kitchen once, retrieved drink, sat in kitchen while she drank it, then returned to bed on her own. Smiled at staff, no abnormal speech pattern/though process noted."

PC&A BMS LTC Project Psychological Consultation & Assessment, Inc. Bureau for Medical Services Long Term Care Project

- Nursing note dated 12/21/19 by (RN): "7a shift-patient was up to desk at start of shift, smiling, pleasant.
 No pressured or repetitive speech. Cooperative. Patient spoke with daughter and mother on the phone.
 Patient started more frantic speech as shift progressed. Upset that mother did not visit this shift.
 Obsessed with eating and drinking food. Stole nurses' drinks and cell phones."
- Nursing note dated 12/21/2019 by (RN): "Betty: alert, up in dining room and is calm but intrusive at times, obsessing over the phone and calling her daughter noncompliant with fluid restrictions."
- Nursing note dated 01/05/2020 by (RN): "Patient was in bed but got up per self and went to kitchen for
 meals. Patient was easy to understand; no signs of angioedema. Packed back and forth to the desk to use
 the phone. After patient was told no, went to her room. Patient stated she is worried because she is not
 getting enough medication. (Physician) talked with her and explained that she would be getting more
 meds as he determines how she is doing since she had the reaction to Clozaril. Patient verbalized
 understanding."
- Nursing note dated 01/05/2020 by (RN): "Patient in hallway in chair at start of shift. Put self to bed early. Woke easily to take HS medications and returned to sleep without difficulty. Awoke during the night and came to dining room and ate snacks, socialized with staff for a short time, then returned to bed. During socialization, patient appeared alert with a bright affect. Conversation flowed easily and appropriate statements and responses."
- Physician's note dated 01/05/2020 by (physician): "This morning, alert and oriented, cooperative and pleasant, perseverates on wanting to go live with her mother. Wanting to go shopping with her mother today. I told her I was going to place her back on some medications, probably haloperidol. She tells me that 'I need more of that,' was upset with nursing they were not given her her clozapine last night."
- Physician's note dated 01/04/2020 by (physician): "This morning she is awake and alert in bed and quite
 irritable, tells me she does want to talk to me. Her speech is intelligible."

She <u>may not</u> be placed in a Nursing Facility in West Virginia based on the information provided for review does not support five deficit areas for Medicaid eligibility.

Policy Applied: Chapter 514-Medical Eligibility Regarding the Pre-Admission Screening; Sections 514.6.6.

Request for a Fair Hearing: If you disagree with this decision, you may appeal to the Board of Review within 90 days of this letter. A form to request a fair hearing is enclosed.

Legal Assistance: If you wish to consult with legal counsel, the following provide free legal services to eligible persons. Legal Aid of West Virginia, 922 Quarrier Street, 4th Floor, Charleston, WV 25301, 1-800-642-8279 with offices in Beckley, Princeton, Huntington, Wheeling, Parkersburg, Clarksburg, Martinsburg, and Logan or WV Advocates, 1207 Quarrier Street, Charleston, WV 25301, 1-800-950-5250or Mountain State Justice, 1031 Quarrier Street, Suite 200, Charleston, WV 25301, 1-800-319-7132.

Sincerely,

Kristen M. Blanks, M.A. Licensed Psychologist #958 Program Manager



Psychological Consultation & Assessment, Inc. Bureau for Medical Services Long Term Care Project PC&A BMS LTC Project

PASRR

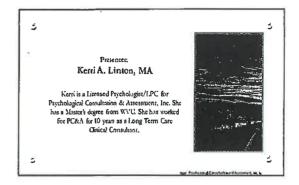
LEVEL II TRACKING FORM

Instructions: As mandated by federal regulations, no individual may be placed in a nursing facility until the Level II evaluation is completed, regardless of their payment source. This form must be submitted immediately, when it becomes known that a Level II evaluation will not be completed on an individual who has applied for nursing facility care and a Level II evaluation was deemed necessary. Events that may interrupt the completion of a Level II evaluation include that the applicant (a) died, (b) was discharged home without admission to a nursing facility, or (c) was transferred to a non-nursing facility.

Applicant's Name:	Soc. Sec. #:
Birth Date:	PAS Referral Date:
Individual Submitting Tracking Form (Please Print):	
Facility/Agency Name:	
Date Tracking Form Completed:	Phone:
Level II was not completed due to:	
□ Death	
☐ Discharged home without admission	
☐ Transferred to a non-nursing facility	
□ Other:	
Submit form to:	
PC&A, Inc. 202 Glass Drive, Cross Lanes, WV	25313 or Fax: 304-776-7247.

Initial Training
Level II Evaluators
PASRR Program in WV

December 5, 2018



Objectives

"Undestand the history and propose of the PASRR Program and Leve) II Evaluation

"Undestand the role of the Level II Evaluation

"Undestand the procedures and systems used by other vendors and PC&A

"Undestand the division moving tree

"Because of national secrets and data to date

"Beakle as bill for the Level II Evaluation

"Hore all questions answered? ????

Historical Perspective

Fiederal mandam that individuals with an Intellectual Disability or Major Mental Illness must be evaluated to determine if Nursing Facilities were appropriate pistements.

Pre-Admission Screening and Resident Review was adopted. Each state manages and alministers a bit differently.

WV uses the PAS-2000 (court ordered). The Level I decision may trigger a level II Evaluation.

PC&A's Involvement began in 1998

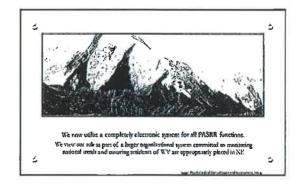
PC&A began administering the program

Identified Level II Evaluators

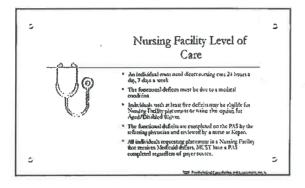
Paid directly by Medicaid

Level II Evaluators provided complete evaluation to facilities

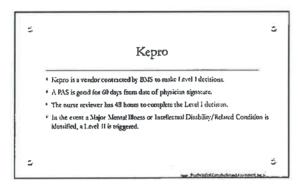
Development of the Level I Algorithm

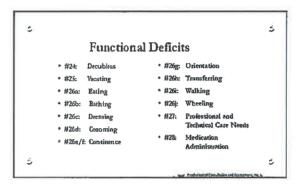












2 13 DEFICIT AREAS FOR MEDICAL ELIGIBILITY FOR NURSING HOME PLACEMENT

MUST PLAYES TO MEET NURSING LEVEL OF CARE

> 24 DECUBITUS CLOURES:

Must be a staged 3 oc 4 oc counts as a deferic.

11 Answered yes, must also include stage, location, and where developed.

> 25 VACATINES:

Counts as a deferic R mensuly or playsterily another to vacate.

Should currespond with the retreateder of PAS.

Independently or Supervision must that an bende-on necistance until be required.

> 26 FUNCTIONAL ABILITIES:

Should currespond with each other as well as other areast of the PAS.

Level 13 defined as "glopical perspectation.

Level 21 defined as "glopical perspectation.

Level 23 is defined as "glopical perspectation.

Virion, Henring, & Computation pow mot considered when detectabiling deficits.



Deficit Areas (Cont.)

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Level 2 incremiters disprictables.
Level 2 incremiters disprictables.
Level 2 incremiters disprictables.
Level 3 incremiters disprictables.
Forgetfidensis into the same as being dispricted.
Months and the same as being dispricted.

Months and the same as being dispricted.

Courts as deficit if level 3 ard is morted.
Level 1 incleptandens.
Level 2 incleptandens.
Level 2 incleptandens.
Level 2 incleptandens.
Level 3 incleptandens.
Level 3 incleptandens.
Months assistance required.
Level 3 or 4: required assistance of one of two petitions.

MALKING:
Same qualifications as Transferring.

BEFICIT AREAS (Cons.)

26) WHEELING:

Whedchair must be used in the borne.
Courses a defacil if marked level 5 or higher.
Level 2 whech independently no hand-on assistance required.
Level 3: requires instantional assistance.
Level 3: requires instantional assistance.
Level 4: whech independently no hand-on assistance required.
Level 3: requires instantional assistance.
Level 4: whech independently no hand-on assistance paquires total assistance.
Level 4: cannot when distinction in the following last requires total assistance.
Level 4: cannot when distinction is content from the following last requires total assistance.

Only ONE defact is content from the following last requires of the number of assess indicated: such insign content, verification properties and indicated and in the following last requires and the following last requires and properties time, via appropriate time and addiction of the following last requires see up, as remainders but in addict to place the their much independently.

"Morning in fair their much independently.
"No" is marked if the individual is notable to place the medication to their undoubte.

Let's look at a CareConnection

Level I decision

What Triggers a Level II?

Per Level 1 Tool undneed by Kepro on the Case Connecessor

1. Dues the applicant have a documented diagnosis of demenia (including Alzheimer's disease or a related disorder) based on the criteria in DSM-IV, without a conterront primary diagnosis of a major mental illness or a diagnosis of intellectual or developmental disability?

2. Is there current and accurate data found in the patient record to indicate a severe physical illness/serious medical condition?

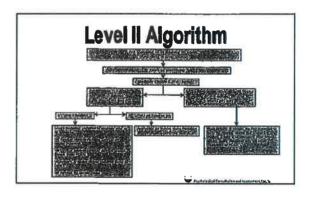
3. Does the applicant have a diagnosis of major mental illness limited to the following disorders found on the PAS form:

Level II Triogers (cont.)

4. The individual has an Axis II diagnosis of mental cerardation based on DSM IV criteria (diagnosed prior to age 18) or a related condition" (manifested before the person reaches age 22)

5. Exempted Hospital Discharge (WV does not recognize):

6. Level II Evaluation Respired? Yes





Role of the Level II Evaluator

* Interview the Individual

* Complete a Montal Susua Examination

* Administer psychological assessments if necessary

* Raview hospical recorded speak to staff.

* Determine if Ni* Placements appropriate

* Complete the Care Connection Level II Section

* Wide a Level II Evaluation and upload to Care Connection

Level II Evaluation

* Level II findings must be entered on the Care Connection site within 48 hours of completion of the Level II screening

* Level II Reports must be uploaded to Care Connection site as an attachment within 9 calendar days of completion of the Level II screening (Best practice is to upload evaluations within 48 hours of completion also)

* Approvals

* Approvals

* When an individual has a primary diagnosis of Demensia, he/sho is not in the Level II Operation. The psychologist defeas to the Level I decision as building.

* When an individual has an Interference Disability, Related Condition, or Major Mental Illness, but a modical condition is palmary and he/she requires a NF level of care.

* An individual has at least five functional defects.

Specialized Services Two Definitions

Bedwice it is recommended as it recides

The Nuis and Balls

of PASEI

by Dan Turner

(Cornerly with CNS)

Separable 7-2, 205

Children's Size

Christoly, Tulus, Ob.

WV's Definition of Specialized Services

1) ICF/IID Placement

> An individual with an intellegicual Disability or Felialed Committee which is severe and may be appropriate for ICF Group Home placement.

2) In patient Psychiatric Hospitalization

> An individual that has a Section Mental Unass and is not psychiatrically stable.

Intellectual Disability or Related Condition

The individual has a diagnosis of Intellectual Disability or a Related Condition which is a neven Diagnosis appears to have manifest in the developmental period (pulse to the age of 22).

A Related Condition is a condition similar to 10 in that is has similar impact on an individual's cognitive functioning and adaptive behavior.

The individual has substantial delays in at least 3 of 6 major life areas due to the 10 or Res Seif-Care, Language, Learning, Mobility, Seif-Direction and Capacity for Independent Living

Active Treatment

- A continuous program for an individual requiring aggressive, consistent implementation of a program of specialized and generic training, treatment, health and related services developed by an IDI' that is directed towards the acquisition of behaviors necessary for the individual to function with as much self-determination and independence as possible.

Services Provided by IID Facilities

- Most facilities have an LPN on chity 16 hours a day, 7 days a
 week along with an RN on call 24 hours a day, 7 days a week.
- IID facilities coordinate each resident's medical care with an interdisciplinary team's approval to include medical, dental, vision, psychiatric, and specialists care.
- IID facilities contract speech therapy, occupational therapy, and physical therapy for these residents with a local provider

NH versus ICF Level of Care

Age
Physical limitotions
Medical needs
Ability to benefit from active treatment
Communication and socialization skills

Screen Shot of Level II
denial

Recommendation of an ICF Level of Care

٥

Options for Specialized Services for Mental Illness

If no iniliational is in an acute psychiatric facility and triggers a Level II screen an evaluator must determine if they continue so require specialized services of if their mental illness is constilled studie and may be discharged to a mursing facility.

In the event that the individual is not stable at the time of the Level II screen the evaluator makes the determination that specialized services need to continue (marks bones 436 & 446 on the PAS).

limsure the padent is subbe and ready for dischage.

Somedines topinals trott the PAS process fine deathly, lose cata face yourself a trip by inquiring at the onset.

If you service and the individuals a not psychriverals subble and impropulenter for dischage on a Natering Facility, you can.

Offer to revers note a subdised lists of the process of the page of the process of the page of t

Screen Shot of Level II Denial

Recommendation of Impatient Psychiatric Hospitalization

- 5

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Pales de Marchael antique and transport to be

Screen Shot of Level II Denial

Less than the functional deficies absenced at the time of the Level II Decision

5

and product the second second second

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Steps to complete the Care Connection

1) Make a determination on #43

2) Make a determination on #44 (unless primary diagnosis is demontra)

Signature will populate

3) Unter date/title/agency

Care Connection continued

* 4. On notes section indicate:

* Date of Referral_____

* Date of Evaluation____

* Type of Evaluation (MI, ID, Dual or Other)

* 5. Attach Level II Evaluation

What is a Level II Desk Review

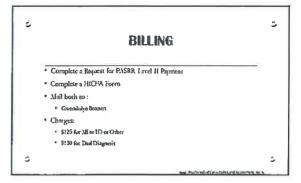
A Level II Desk Review is a report completed by a staff psychologist (1 ong Term Care Clinical Consultant of PC&A.

The facility flass information for review:

The ITCCC reviews the information, makes a determination on Care Connection, and uphoals the desk review encare.

No billing is completed.





Billing Exception

When four Level II Evaluations are completed in a calendar year, contact MOLINA to have a 16 digit Medicaid ID assigned in order to bill.

Data Trends-Beyond the Aging Population

Substance Use Referrals-WV and Nationally

50% of the Denials for lack of deficits in
2017

SUD Waiver

Future Directions

Recognition that Nursing Facility Residents may have individual needs that must be addressed.

Incorporating these needs into a list of recommendations in the Level II Evaluation as:

"Individual Needs"

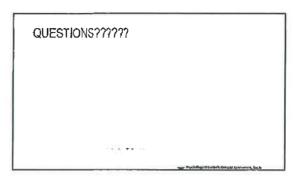
WTRAT NEPDRED SERVICES CAN PASRR I DENTIFY OUTSIDE OF THE BASIC

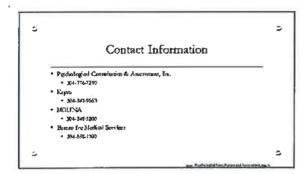
NUMBERS EXAMPLES

Phychotropic Altofituion Aliangemens

Phychotropic Altofituion









Initial Determination	
☑ IPE dated	
Annual Redetermination	
Eligible Diagnosis Measure of Functional Beha	vior
Measure of Functional Beha Measure of Functional Beha Based upon the review of the abapproved for this individual. This	ove noted, certification for medical eligibility is individual requires the level of care and services ntial Treatment Facility or the equivalent of a PRTF
Measure of Functional Beha Measure of Functional Beha Based upon the review of the abo approved for this individual. This provided in a Psychiatric Resider	ove noted, certification for medical eligibility is individual requires the level of care and services ntial Treatment Facility or the equivalent of a PRTF
Measure of Functional Beha Based upon the review of the ab- approved for this individual. This provided in a Psychiatric Resider evel of care, and is effective for	ove noted, certification for medical eligibility is individual requires the level of care and services ntial Treatment Facility or the equivalent of a PRTF one year.



Bill J. Crouch Cabinet Secretary Commissioner's Office 350 Capitol Street, Room 251 Charleston, West Virginia 25301-3712 Telephone: (304) 558-1700 Fax: (304) 558-1451

Cynthia E. Beane Commissioner

Date: Name: Applicant and/or Legal Representative
Address:
Medicaid WV CSED Waiver Program
Your Initial Waiver Application is hereby denied.
Your application was denied/terminated because:
Applicant does not have an eligible diagnosis with concurrent scores on the BASC-3. Neither applicant nor the informant from current placement reported significant maladaptive behavior. Applicant has a status offense (truant) and history of substance abuse resulting in revocation of probation.
An eligible diagnosis is not supported by T-scores greater than 70 in 2 or more of the Clinical Scales on the BASC. Functional impairment is not substantiated by a Youth Total Score of 90 or above on the CAFAS/PECFAS. Functional impairment is not substantiated by at least one Subscale of 30 on the CAFAS/PECFAS. Reviewer(s) relied on the following facts:
TDE detail 05 13 2000

SECOND MEDICAL EVALUATION: You have the right to a second psychological evaluation at the department's expense if the decision was based on medical reasons; the second psychological evaluation must be submitted within 60 calendar days of this letter. You have the right of access to your file and copies free of charge.

FAIR HEARING: If you do not agree with the decision, you may ask for a Fair Hearing and/or a Pre-Hearing Conference within 90 days of the date of this letter. A form to ask for a Fair Hearing and/or a Pre-Hearing Conference is also enclosed. Within 90 days, you must complete this form and submit it to the address on the Hearing Request form. If this action is termination of your benefit, your service may continue until your hearing is held and a final decision is made by the hearing officer, but you must ask for a Hearing/Pre-Hearing Conference within 13 days of this notice in order to receive continued benefits. The following organizations provide free legal services to eligible persons: Disability Rights of West Virginia, 1207 Quarrier Street, Charleston, WV 25301: 1-800-950-5250 and Legal Aid of WV, 922 Quarrier Street, 4th Floor, Charleston, WV 25301: 1-800-642-8279. Mountain State Justice, 1031 Quarrier Street, Suite 200, Charleston, WV 25301 at 1-800-319-7132. The Department will assist in arranging transportation if needed.



PSYCHOLOGICAL CONSULTATION & ASSESSMENT, INC.

KERRI A. LINTON, MA, LPC, LICENSED PSYCHOLOGIST #852

August 6, 2019

Good morning:

We are excited to announce a training opportunity for all WV licensed or licensed eligible psychologists. The State of WV Bureau for Medical Services has applied for a 1915(c) Children with Serious Emotional Disturbances Waiver to better address the mental health needs of the youth of WV. PC&A is the Medical Eligibility Contracted Agent (MECA) for the C-SED Waiver and charged with training the cadre of psychologists who will evaluate applicants for the C-SED Waiver.

We will be conducting three statewide trainings. Three hours of CEUs will be offered (presently pending WVBEP approval) at no charge to psychologists. The training events will occur as follows:

9/12/19 1-4pm at the H. Bernard Wehrle Sr. Scout Leadership Service Center. Kanawha Blvd, Charleston, WV

9/18/19 1-4pm at the Beckley-Raleigh County Convention Center. Eisenhower Drive, Beckley, WV

9/19/19 10a-1pm at the Bridgeport Conference Center, Charles Pointe, 300 Conference Center Way, Bridgeport, WV

We will provide refreshments for the training events. RSVP is MANDATORY so we can ensure adequate space and refreshments.

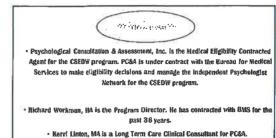
If you are interested in attending, please rsvp to Sarah Clendenin at 304-776-7230 or sciendenin@pcasolutions.com no later than August 19, 2019.

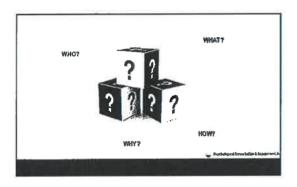
We look forward to seeing you in September.

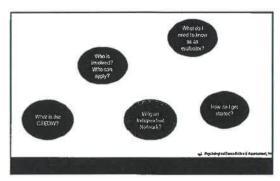
AN INFORMATIONAL COURSE FOR PSYCHOLOGISTS FOR PARTICIPATION IN THE INDEPENDENT PSYCHOLOGIST NETWORK FOR THE

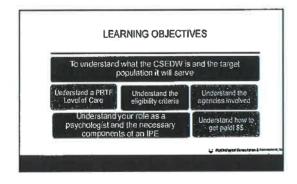
CHILDREN WITH SERIOUS EMOTIONAL DISORDER WAIVER (CSEDW)

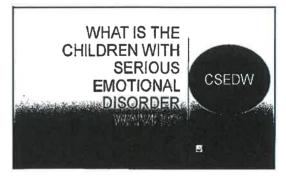
FALL 2019













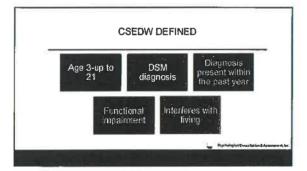
THE MEDICAID HOME AND COMMUNITY-BASED SERVICES (HCBS) WAIVER PROGRAM IS AUTHORIZED IN §1915(C) OF THE SOCIAL SECURITY ACT. THE PROGRAM PERMITS A STATE TO FURNISH AN ARRAY OF HOME AND COMMUNITY-BASED SERVICES THAT ASSIST MEDICAID BENEFICIARIES TO LIVE IN THE COMMUNITY AND AVOID INSTITUTIONALIZATION.

was Probabolish Compitation and Assessment Library

WHAT IS THE PURPOSE OF CSEDW?

 The CSEDW is designed to provide services that are additions to the Medicaid State Plan coverage for children with serious emotional disorders from age three up to the youth's 21st birthday.

Prochatopies: Cars at class & Assessment, to



WHAT IS THE GOAL OF CSEDW?

To support children with severe emotional disorders by helping to keep them with their families while receiving the services they need to improve their outcomes utilizing a support network.

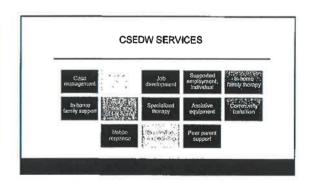
· Application of the second of

TARGET POPULATION

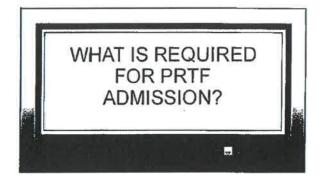
- This waiver prioritizes children/youth with serious emotional disorder (SED) who are placed in Psychiatric Rehabilitation Treatment Facilities (PRTFs) or other residential treatment providers out-of-state and those who are in such facilities in state.
- Medicaid-eligible children with SED who are at risk of residential placement will become the next target group after children in placement are prioritized.

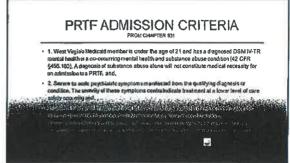
Attachment B: CSED Waiver IPN Initial Training

PORTOROGICO CONTENTAN ALANTERIA EN EL EN E

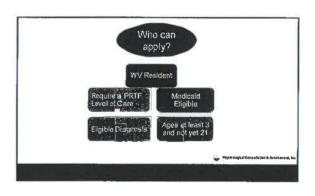


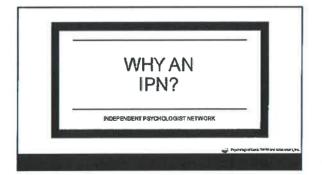


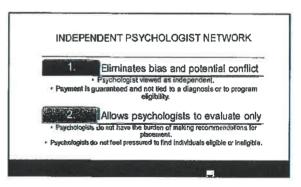




PRTF ADMISSION CRITERIA (CONT.) - 4. Failure in less restrictive levels of care within the past of months, despite active participation in headward based on chiral pathways addressing thair qualifying condition, exceed as a planed sep down from acuse care. (Carical pathways are standardized, evidenced obsect, multiplicipation, management plans, which secretly an appropriate exceeded control of extra relative features and expected automost, 2015. 5. - 5. Inclinidual demonstrates the ability capacity for positively respond to treatment services. Child, can participate and process information.









MEDICAL ELIGIBILITY CONTRACTED AGENT

The MECA makes all eligibility decisions, issues approvals and denials, and serves as expert witness in fair hearings for adverse decisions.

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INITIAL ELIGIBILITY CRITERIA • Eligible diagnosis • Functional impairment • Require a PRTF Level of Care

ELIGIBLE DIAGNOSIS

An eligible diagnosis is defined as a diagnosable mental, behavioral, or emotional disorder that meets the current DSM diagnostic criteria. Excluded diagnoses may include, but are not limited to, substance uselebuse disorders if primary, intellectual or developmental disabilities, organic brain syndromus, and social/emotional conditions (V codes).

-

psychological evaluation

BEHAVIOR ASSESSMENT SYSTEM FOR CHILDREN- 3

Additionally, ratings on the most current BASC must reflect Tscores greater than 70 In 2 or more of the clinical scales.

The potentially eligible diagnosis must be supported by additional documentation provided (i.e., Previous psychological evaluations, IEP, facility records, etc.).

8

The applicant must demonstrate an impairment in functioning that is due to an eligible diagnosis.

PECFAS
CAFAS

The applicant must have a substantial imperiment in functioning that is defined as a Youth Total score of 90 or above on the PECFAS/CAFAS.

CHILDHOOD FINITIONAL
ASSESSMENT SCALE
CHILD AND
ADOLESCENT
FUNCTIONAL
ASSESSMENT SCALE

CHILD AND
ADOLESCENT
FUNCTIONAL
ASSESSMENT SCALE

The applicant must have a substantial and as a Youth Total score of 90 or above on the PECFAS/CAFAS.

The presence of substantial imperiment south breathing the substantial control of the periment of th

ONE OR MORE OF THE PECFAS/CAFAS SUBSCALES MUST BE A SCORE OF 30 OR ABOVE. THE SUBSCALES ARE AS FOLLOWS:

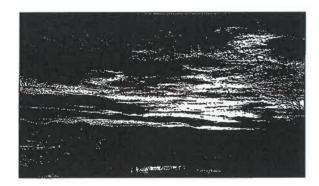
- School/Day Care/Work Role Performance
 Hoose Role Performance
- · Community Role Performance
- · Behavior Toward Others
- Monda/Emotions
- Salf-harmful Behavior
 Substance Use (CAFAS only)
- . Thinking/Communication

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PRTF LEVEL OF CARE PSYCHIATRIC RESIDENTIAL TREATMENT FACILITY

Within the past six months the applicant has either resided in a PRTF or through evaluation it is determined that there is a reasonable indication that the applicant is in imminent (one month or less) danger of being placed in a PRTF.

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INDEPENDENT PSYCHOLOGICAL EVALUATION

- · Identifying Information
 - . Be sure to correctly spell the name, have accurate DOS, etc.
- Applicant's present living circumstance is also important (biological family home, fostarcare, residential, etc.) If the change was recent, please note that as well.
- Damographic
 - Pay close attention to the legal guardian and indicate his/her contact info. We
 do not articipate many applicants to be of "legal adult" status. They may have
 a DHHR guardian or still be in a parent(s) custody.

-

IPE RELEVANT HISTORY

- Oevelopmental history; Be as thorough as possible and include prenatal history, documentation fromtriancy/todder/rood, and developmental milestones. Be sure to inquire regarding beama.
- Medical History: A review of medical history, diagnoses, surgeries, and any substance abuse history can be included here.
- Mental Health History: It is imperative to document the progression of the individual's mental illness, diagnoses, medication, therapy, short term hospitalizations, and residential placements, if applicable.
- Results of previous Psychological Evaluations: Also of importance. Previous evaluations can be uploated to the system OR summerzed in this section.

· Polistopia Laru Sutherind Karpinand, I

IPE CURRENT STATUS

- Physical/Sensory Deficits: Please note if the individual requires the use of mechanical aids, assistance with ambulating, etc.
- Medications: A thorough listing of medication, dosage, and longevity of the prescription is required.

Proteinfattinatiological property in



IPE CURRENT BEHAVIORS

- Current Behaviors This section is a narrative review of individual's functioning.
 This is NOT where CAFAS scores are reported or referenced. Rather, this is a section for descriptions of the individual's functioning in each area based on self-report, pseent/guardian report, and information gathered from other sources.
- Mood and Affect: Describe the individual's mood and affect, note fluctuations, changes in behavior, and ability to cope.
- Behavior at Home: Identify the individual's behavior and conduct in the home including latellorship with primary caregivers, amount of social support outside the primary caregiver, and behavior patterns over time.

Psychological for safeticer and Assessment, inc.

IPE CURRENT BEHAVIORS-2

- Behavior at School and/or Community. Note the Individual's behavior in the school and/or community settings. Be sure to include deciplinary problems, truency, and efforts made to improve behavior in these settings.
- Academic Performance: Please describe the individual's academic standing, IEPs, exceptionalities, etc.
- Self-harmful Behavior, Identify suicidal Ideations and attempts in the past as well
 as level of engagement in other types of self-harm. Also screen for SVHI during
 the interview.
- Substance Use: Document the Individual's substance use history past and
 present.

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IPE CURRENT BEHAVIORS-3

- Thirking/Communication: Note any disruptions in the individual's thinking or reality testing. Note any impairment in communication and unusual thought patterns.
- Soco-logal Issues: Record the individual's legal history including issues with truency, javenue pelitions, and former or present legal charges.
- Self-care/Basic Needs: Please note the Individual's ability to complete self care or basic self help needs as would be expected for his/her developmental stage.
- Caregiver Needs/Resources: Please note any tissues in the environment and/or with the indivised's caregiver with respect to financial limitations, caregiver disabilities, stresses and/or substance obuse issues as well as strengths and community or extended family support

of Participality of the Participality in

MENTAL STATUS EXAMINATION

8E SURE TO ASSESS FOR ATTENTION, CONCENTRATION, PACE, PSYCHOSIS: HALLUCINATIONS, DELUSIONS, PARANOIA,
SUICIDAL IDEATION, INTENT, OR METHOD, HOMICIDAL IDEATION, INTENT OR METHOD

WITH YOUNGER CHILDREN MAY PREDOMINANTLY BE BEHAVIOR OBSERVATIONS

to Appropriate addresses to

LEVEL OF CARE INSTRUMENTS





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BASC-3

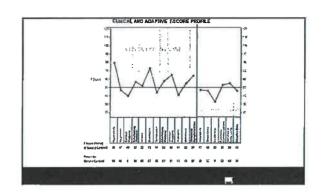
- Measures behavior and emotions of children and adolescents
- · Includes adaptive and maladaptive behavior
- Provides T-scores which indicates clinically significant, atrisk behavior
- Assesses externalizing, internalizing, and behavioral symptoms as well as adaptive skills
- Normed for ages 2-25

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BASC SCALE AND COMPOSITE SCORE CLASSIFICATION

Very High	Clinically Significant	70 and above
High	At-Risk	60-69
Average	Average	41-59
At-Risk	Low	31-40
inically Significant	Very Low	30 and below



CAFAS AGES 5-19

PECFAS

mensures of functional impairment

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SUBSCALES

CAFAS

- School/Work Performance
- Home Rate Performance
- * Community Role Performance
- Behavior Toward Others
- SalfHamful Sehador
 Substance Use
- * Thinking

PECFAS

- · School Day Care Performance
- · Home Role Performance
- · Community Role Performence
- Bahavior Toward Others
- Moods/Emotions
 Self-Harmful Behavior
- Thinking/Communication

RATING AN INDIVIDUAL USING THE CAFAS/PECFAS

- · A set of behavioral descriptors
- It is important that all raters have the same internal reference for the test items (see attached guide)
- Start at the highest rating (30) and go down
- · After a score is assigned, move on to the next subscale

Productor Come Tell or and Assessment

LEVELS OF IMPAIRMENT

The Manualina	Approximately a	4542444
SEVERE	Severa disruption or Incapacitation	30
MODERATE	Major or persistent disruption	20
MILD	Significant problems or distress	10
MINIMAL OR NO IMPAIRMENT	Na disruption of functioning	0





EXCEPTIONS

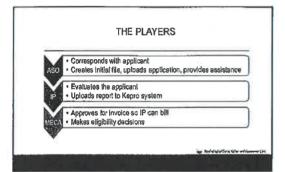
- If you believe the youth should be rated at a level of impairment where no items are circled, write the score in the score box and circle "EXCEPTION" then explain your reasoning. This can occur in the following situations:
 - 1. Behavior is not described on line CAFAS such as encopresis.
 - Overriding the seventy level associated with a behavioral description, (Use with caution). Examples include an articipated change in placement.
 - When behavior is strongly suspected but not absolutely confirmed (i.e., substance use).

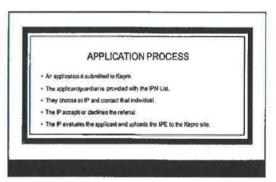
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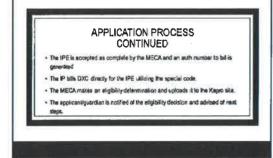
CAFAS DEFINITION OF SEXUAL BEHAVIOR

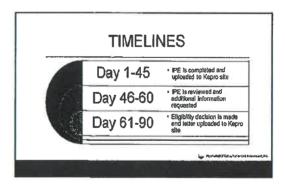
- <u>Sexual assaul/kebuse-</u> Youth altempted to or actually accomplished a sexual act(a) by making sexual contact with another person AND (b) by using coercion.
- Inappropriate sexual behavior-sexual behavior that violates social norms and is displayed publicly or is directed toward another person.
- · DO NOT score if the youth's only role was as a victim.

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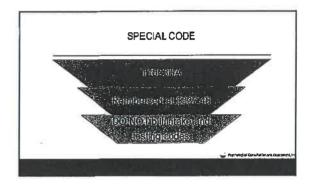




BILLING

- · All billing is done directly to DXC
- · MCOs not involved with IP reimbursement
- · Once approved for invoice, an auth number will be generated
- Bill a Special Code
- · DO NOT bill Intake and Testing Codes
- · Psychologists are not reimbursed for travel

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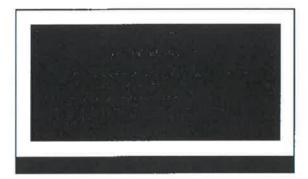
? WHEN A REFERRAL CANNOT BE ACCEPTED

- · When you are unable to meet the required timelines.
- When you have evaluated the individual within the past 12 months.
- When you have treated the individual or immediate family of the individual.

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REDETERMINATION CRITERIA

- All members presently receiving SED Waiver services will be evaluated abroatly utilizing a CAFASIPECFAS and a CANS. In order to be found eligible, the member must have an eligible identication at the case of the case of
- Functionality will be determined by the CAFASIPECFAS and the CARIS. Substantial improvement neodering a child ne bodge engine for SED trailwise sorvices is defined as a Youth Total access items than 50 on the CAFASIPECFAS along with each subscale score measured at 20 or below.
- The Needs Comains of the CANS will be reviewed.



WANT TO JOIN THE IPN! WHAT DO I DO NEXT? Copy of Psychology License or Gold Card/Supervisor's License Completed (PN Agreement (found in packet) Resume or Curriculum Vitae Copy of Malpractice Insurance Policy Plesse fax to PC&A (384) 776-7247 or small to: Sarsh Clendenin (sclendenin Glocas olutions.com) - INTIAL DEADLINE: 10-1-19



BUREAU FOR MEDICAL SERVICES

Patricia S. Nisbet, MA, LSW, Director of Office of Home and Community Based Services Patricia.S. Nisbeli@wv.oov 304-356-4904

Jennifer Eva, CSEDW Program Manager ennitar.a.eva@wv.gov 304-356-4897

KEPRO

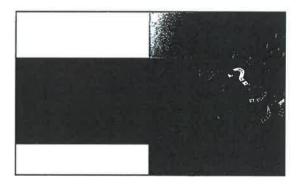
- Caroline Duckworth, <u>coductionorth®kepro.com</u>
- Alelissa McIntyre, mmointyre@kepro.com
- · Tara Dolson, tdolson@kegro.com
- · Serah Jorgensen, sigrgensen@keoro.com
- · WVCSEDW@kearo.com for general mailbox
 - * 304-343-9863 x4418

PSYCHOLOGICAL CONSULTATION & ASSESSMENT (PC&A)

Phone 304-776-7230

Fax: 304-776-7247 www.pcasolutions.com

rdWorkman@ocasoluti







Bureau for Medical Services Solicitation No: CRFQ 0511 BMS 2000000003

FAIR HEARINGS July 1, 2016 through June 30, 2020

Program	2016-2017	2017-2018	2018-2019	2019-2020	Total
CDCSP	8	6	17	12	43
PASRR	1	1	2	0	43
ICF/IID	2	1	3	0	6
I/DD Waiver	28	17	29	27	101
Total	39	25	51	39	154

The chart above reflects the number of hearings PC&A staff attended per program by fiscal year. The chart does not reflect the number of hearings that staff prepared for that did not convene nor the number of consultations with attorneys, BMS, or other vendors.

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4. MANDATORY REQUIREMENTS:

4.1. Mandatory Contract Services Requirements and Deliverables: PC&A will meet or exceed all the mandatory requirements listed in the RFQ as delineated below:

4.1.1. VENDOR ADMINISTRATIVE OPERATION REQUIREMENTS:

- **4.1.1.1** PC&A assures that assessments are conducted in a setting consistent with Ethical Principles of Psychologists and the Code of Conduct (http://www.apa.org/ethics/code) and assures that environmental factors (e.g., work surfaces, lighting, etc.) do not interfere with the applicant/member's performance.
- 4.1.1.2. PC&A's current Quality Management Manual will be revised within thirty (30) calendar days of the awarded contract. The quality management plan will include both quality assurance and quality improvement for each process. The results will be reported to BMS at monthly face to face or conference call contract management team meetings. It is further understood that the manual and any updates to the manual must be approved by BMS fourteen (14) calendar days prior to quality management implementation.
- 4.1.1.3. PC&A's current BMS-LTC Policy and Procedure Manual will be revised as needed for the eligibility and/or evaluation processes for the CSED Waiver, I/DD Waiver program, CDCSP program, ICF/IID facilities and PASRR Level II evaluations within thirty (30) calendar days of the awarded contract. It is understood that the manual and any updates to the manual will be approved by BMS fourteen (14) calendar days prior to the implementation of each eligibility and/or evaluation process established.
- 4.1.1.4. PC&A will provide ad hoc data collection, data analysis, and data reporting to BMS on a daily, weekly, monthly basis or as outlined by BMS specifications. It is understood that PC&A will be given specifications and timelines for requested ad hoc reports and no data report requests shall take longer than fourteen (14) days to complete. It is further understood that Ad Hoc Reporting shall be bid at an all-inclusive hourly rate and shall require Bureau approval of a Statement of Work (SOW) and submission of a related Cost Estimate.





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- **4.1.1.5.** PC&A will generate standard ongoing quarterly data reports and provide to the Bureau for Medical Services by the 15th of the month following the end of a quarter or on the next working day after a holiday or weekend day. PC&A will provide quality reports that indicate data charts and quality assurance performance measures in a format compatible with the Bureau's computer software programs. It is understood that the necessary quarterly data reports will include the following:
 - **4.1.1.5.1** Total Evaluation Data: including initial approvals, denials, redetermination approvals, redetermination denials.
 - **4.1.1.5.2** CDCSP: data will be collected, maintained, and available regarding initial approvals, denials, redetermination approvals, redetermination denials, and attorney consults.
 - **4.1.1.5.3** ICF/IID: data will be collected, maintained, and available regarding initial approvals, denials, redetermination approvals, redetermination denials, and attorney consults.
 - **4.1.1.5.4** PASRR, Level II: data will be collected, maintained, and available regarding desk reviews, out of state referrals, trainings for evaluators, and trainings to providers.
 - 4.1.1.5.5 I/DDW: data will be collected, maintained, and available regarding initial approvals, denials, redetermination approvals, redetermination denials, and attorney consults.
 - **4.1.1.5.6** CSEDW: data will be collected, maintained, and available regarding initial approvals, denials, redetermination approvals, redetermination denials, and attorney consults.
 - **4.1.1.5.7** Fair Hearings: data will be collected, maintained, and available regarding prehearing approvals, completed hearings, withdraws, and abandoned hearings.

Bureau for Medical Services Solicitation No: CRFQ 0511 BMS 2000000003

- **4.1.1.5.8** Quality: PC&A will have a structured monitoring process utilizing the data and quality information to engage in actions that assure continuous improvement.
- **4.1.1.6.** PC&A will provide a monthly data report by the 15th of the month or on the next working day after a holiday or weekend day following the end of a quarter to the Bureau regarding the number of certified/trained evaluators by area and the hearing status (number of hearings attended, name of member/hearing officer, status of member in the hearing process, and results of the hearing decision).
 - **4.1.1.6.1** Evaluations completed and timelines.
 - **4.1.1.6.2** Eligibility decisions (approvals/denials).
 - **4.1.1.6.3** Hearing status and decisions.
- 4.1.1.7 PC&A will be responsible for providing administrative operational functions necessary to support the medical eligibility process for the CSED Waiver Program, I/DD Waiver Program, CDCSP Program, ICF/IID Facilities, and PASRR, Level II evaluations.
- 4.1.1.8 PC&A will provide data collection, reporting, and the submission of information/data to BMS for operational tracking, quality assurance/improvement purposes, and methods for reporting on the contractual deliverables. PC&A will continue to participate or represent the Bureau in Fair Hearings for PASRR, Level II assessments, I/DD Waiver medical eligibility determinations, CSED Waiver medical eligibility determinations, ICF/IID medical eligibility determinations on an as needed basis.
- 4.1.1.9 PC&A's current process and procedural manual for the eligibility and/or evaluation processes for the CSED Waiver Program, I/DD Waiver Program, CDCSP Program, ICF/IID facilities, and PASRR Level II evaluations will be revised/updated and submitted within thirty (30) calendar days of contract award. It is understood that the manual and any updates must be submitted for approval by BMS a minimum of fourteen (14) calendar days prior to implementation for each eligibility and/or evaluation process.



4.1.1.10

PC&A will revise the current quality management manual and submit for approval by BMS within thirty (30) calendar days of contract award. It is understood the manual must include a quality management plan to include both quality assurance standards and quality improvement activities for all program requirements. The results will be reported to BMS at monthly face to face or conference call contract management team meetings. The manual and any updates will be submitted for approval by BMS a minimum of fourteen (14) calendar days prior to quality management

4.1.1.11 PC&A will participate in a minimum of one (1) monthly contractual management meeting, via face to face or conference call as agreed upon and scheduled by BMS. It is understood that in extenuating circumstances such as a global pandemic, BMS will allow this meeting to be conducted via conference call.

implementation.

- 4.1.1.12 PC&A will be responsible for providing all operational and administrative support services for the operation of the medical eligibility determinations for the CSED Waiver Program, I/DD Waiver Program, CDCSP Program, ICF/IID facilities, and PASRR Level II evaluations.
- 4.1.1.13 PC&A will participate/represent the Bureau, either in person or electronically, in fair hearings for eligibility denials and/or terminations for CSED Waiver determinations, PASRR Level II Evaluations, I/DD Waiver determinations, ICF/IID determinations, and CDCSP determinations. It is understood that the venue for these fair hearings is determined by the recipient when they complete the request for a Medicaid Fair Hearing.
 - **4.1.1.13.1** PC&A will provide access via computer to members to remote video conferencing for fair hearings, as scheduled by the Board of Review.
- 4.1.1.14

 PC&A will have staff available five (5) days per week (Monday through Friday, excluding WV observed holidays: New Year's Eve 12:00pm to 5:00pm EST, New Year's Day, Martin Luther King Day, President's Day, Primary Election Day, Memorial Day, West Virginia Day, Independence Day, Labor Day, Columbus Day, General Election Day, Veterans' Day, Thanksgiving Day and the day after Thanksgiving, and Christmas Eve 12:00pm to 5:00pm EST, and Christmas





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Day) via telephone or e-mail during normal business hours (9:00am through 5:00pm) Eastern Standard Time. PC&A will continue to be available for emergencies and will provide BMS with a 24 hour emergency name, phone number, and email address.

- **4.1.1.15** PC&A is located at: 202 Glass Drive, Cross Lanes, West Virginia, 25313 and available for monitoring, trainings, contract meetings, and Medicaid Fair Hearings. PC&A will provide the following:
 - 4.1.1.15.1 A computer system that is compatible with the Bureau's operating systems to include:

 http://www.dhhr.org/mis/standards.asp and http://www.technology.wv.gov/ProductsandServices/Pages/desktop-tools.aspx
 - **4.1.1.15.2** Administrative and clerical/data support.
 - 4.1.1.15.3 Electronic storage and maintenance of current and archived member eligibility/medical records as required by regulation Chapter 300 Provider Participation Requirements, which can be found at (http://www.dhhr.wv.gov/bms/Provider/Documents/Manuals/bms_manuals_chapter%20300%20Provider%20Participation.pdf) in either paper or electronic format within thirty (30) calendar days of contract award.
- 4.1.1.16

 PC&A will provide, at a minimum of one (1) to a maximum of five (5) face to face centrally located statewide training classes for each of the following programs annually: CSED Waiver, PASRR Level II, CDCSP, ICF/IID, and I/DD Waiver. All trainings and training materials will be submitted for approval by BMS at least fourteen (14) calendar days in advance of the training.
- 4.1.1.17

 PC&A will maintain complete, accurate and legible records as outlined in Chapter 300 of the West Virginia Medicaid Policy Manual

 (http://www.dhhr.wv.gov/bms/Provider/Documents/Manuals/bms_manuals_chapter%20300%20Provider%20Participation.pdf) Records will substantiate fully the type, scope and medical necessity of the services by member record. Documentation shall include the member name, service description, date and provider signature or other



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requirements as outlined in Medicaid Policy. The Member's file will be maintained for at least five (5) years after the last date of services. Any record that is under dispute or investigated will be maintained until the issue is resolved. Records will be readily accessible. The maintenance and electronic transmission of member records will be Health Insurance Portability and Accountability Act (HIPAA) compliant per Attachment_2 WV HIPAA Business Associate Addendum.

- **4.1.1.18** PC&A will be bound by all service level agreements (SLA) contained in this solicitation (Appendix 1).
- **4.1.1.19** PC&A will submit a Turnover and Closeout Plan within ninety (90) calendar days of contract award to the Bureau for approval.

4.1.2. ICF/IID PROGRAM ELIGIBILITY:

- 4.1.2.1. PC&A will determine ICF/IID eligibility initially and redeterminations annually within thirty (30) calendar days of receipt of a completed packet, as described in the ICF/IID policy manual located at www.dhhr.wv.gov/bms, from the provider. Annual redeterminations will be completed within thirty (30) calendar days of the anniversary date of initial eligibility and will be reviewed by PC&A. Additionally, PC&A will review ICAP response booklets to determine the reimbursement rate initially and annually thereafter to support accuracy of rate. [Clarification: PC&A does not establish a reimbursement rate. Rather, PC&A determines an accurate ICAP level score to be utilized in determining the initial reimbursement rate and annual reimbursement rate thereafter].
- 4.1.2.2. PC&A will provide the BMS claims fiscal agent within 90 days of post-admission the information required to generate authorizations for services which include, the ICAP Level scores and corresponding effective and termination dates for ICF/IID facility participants. PC&A will provide data through a data transfer system with the claims fiscal agent and will continue to input information regarding authorizations.
- **4.1.2.3.** PC&A will utilize evaluations (Medical, Psychiatric, Psychological, etc.) submitted by the applicant to determine each resident's need for an ICF/IID level of care.



- 4.1.2.4. PC&A will perform an on-site review of the (ICAP) assessments per each facility on an annual basis for quality monitoring of the process. PC&A will visit 100% of all ICF/IID facilities in the first year of the contract. During the following three (3) optional renewal years, PC&A will assure that 50% of all facilities are randomly reviewed per renewal year.
- 4.1.2.5. PC&A will notify the individual/member or legal representative and local county DHHR office in writing within thirty (30) calendar days, of the denial and appeal rights regarding the eligibility decision.

4.1.3. PASRR PROGRAM ELIGIBILITY LEVEL II:

- **4.1.3.1.** PC&A 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.
- 4.1.3.2. PC&A or the Level II evaluator will notify the referring entity of the results of the PASRR Level II evaluation in writing via completing Page six (6) on the PAS and a written report, when requested within nine (9) calendar days of receipt of referral. [Clarification * see below] For fiscal year 2019-2020, desk reviews and Level II Evaluations were completed within an average of 24-48 hours.
- 4.1.3.3. PC&A 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. [Clarification * see below]
- 4.1.3.4. PC&A shall recruit, train, and approve 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.
- **4.1.3.5.** PC&A will be responsible for all clerical and/or administrative functions associated with the determination of eligibility for PASRR Level II evaluations. Functions will include:
 - **4.1.3.5.1.** Written notification of eligibility
 - **4.1.3.5.2.** Tracking of applicants
 - **4.1.3.5.3.** Requests for information regarding eligibility

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4.1.3.5.4. Tracking of eligibility decisions, tracking of certified/trained/approved evaluators and tracking of Medicaid fair hearing status

*42CFR483.112(c) which states "(c) Timeliness—(1) Except as specified in paragraph (c)(4) of this section, a preadmission screening determination must be made in writing within an annual average of 7 to 9 working days of referral of the individual with MI or IID by whatever agent performs the Level I identification, under §483.128(a) of this part, to the State mental health or intellectual disability authority for screening. (See §483.128(a) for discussion of Level I evaluation.)"

4.1.4. I/DD WAIVER ELIGIBILITY:

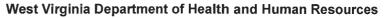
- **4.1.4.1.** PC&A shall be responsible for the initial determination of medical eligibility within ninety (90) calendar days of a completed initial application request and will notify BMS or contracted agent in writing of all determinations.
- 4.1.4.2. PC&A shall be responsible for annual redetermination 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 redetermined as well as the date for that member's annual Individual Program Plan (IPP).
- 4.1.4.3. PC&A 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.
- **4.1.4.4.** PC&A shall recruit, train, and identify WV Licensed Psychologists throughout the state to conduct I/DD Waiver evaluations, including monitoring the accuracy of their reports and providing necessary re-education.
- 4.1.4.5. PC&A 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.



- 4.1.4.6. PC&A 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.
- 4.1.4.7. PC&A will be responsible for monitoring the IPN to ensure the initial request for evaluation is completed within ninety (90) calendar days.
- 4.1.4.8. PC&A 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. This rate is determined every April by the DHHR Office of Accountability and Management reporting Rate Setting, Cost incurred by PC&A for reimbursing IPN psychologists directly for the completion of the Independent Psychological Evaluations for non-Medicaid eligible applicants are considered a pass through cost and may be separately invoiced to the Bureau and are required to be included in the Vendor's Bid Submission with a zero (\$0.00) bid for this service (this is for bid purposes only). PC&A will invoice the Bureau for any evaluations completed for a recipient who does not have a Medicaid card and PC&A will in turn reimburse the same amount to the IPN psychologist who completed the evaluation.
- 4.1.4.9. PC&A will be responsible for communicating to the ASO through the ASO's web portal that the completed evaluation is approved for processing for payment.
- 4.1.4.10. PC&A will track and report receipt of all initial eligibility applications assignments, completions and payments to all members of the IPN, completed evaluations by the IPN, and payments to the IPN.
- 4.1.4.11. PC&A shall ensure that the IPN has the statewide coverage necessary to complete evaluations in the required timeframes.

4.1.5. **CDCSP ELIGIBILITY:**

4.1.5.1. PC&A shall be responsible for assessment review and determination of required medical eligibility for the CDCSP.





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- **4.1.5.2.** PC&A shall determine medical eligibility for the CDCSP within thirty (30) calendar days of receipt of a complete application and will notify applicants if an incomplete packet is received.
- 4.1.5.3. PC&A shall make annual redeterminations of medical eligibility for the CDCSP within thirty (30) calendar days of the individual's anchor date of medical eligibility. The anchor date will be established based upon initial eligibility.
- **4.1.5.4.** PC&A will utilize evaluations (Medical, Psychiatric, Psychological, etc.) submitted by the applicant in order to determine the level of care for the CDCSP.
- 4.1.5.5. PC&A 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.
- 4.1.5.6. PC&A will be 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.

4.1.6. CSED WAIVER ELIGIBILITY

- **4.1.6.1.** PC&A shall be responsible for the initial determination of medical eligibility within forty-five (45) calendar days of a completed initial application request and will notify BMS or contracted agent in writing of all determinations.
- 4.1.6.2. PC&A 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 CSED 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 redetermined as well as the date for that member's annual Individual Program Plan (IPP).
- 4.1.6.3 PC&A shall be responsible for the development and coordination of the Independent Psychologist Network (IPN) comprised of WV Licensed and Licensed Eligible





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Psychologists, to ensure completion of the Independent Psychological Evaluation (IPE) assessments to determine initial medical eligibility for the CSED Waiver program and second medical evaluations as requested by BMS.

- PC&A shall recruit, train, and identify WV Licensed
 Psychologists throughout the state to conduct CSED Waiver
 evaluations, including monitoring the accuracy of their
 reports and providing necessary re-education.
- 4.1.6.5 PC&A in cooperation with the BMS CSED 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 CSED Waiver Application.
- **4.1.6.6** PC&A will coordinate with the BMS CSED Waiver ASO to ensure accurate reporting of quarterly data pertaining to evaluations completed, timelines, eligibility decisions and hearings.
- 4.1.6.7 PC&A will be responsible for monitoring the IPN to ensure the initial request for evaluation is completed within forty-five (45) calendar days.
- **4.1.6.8** PC&A will be responsible for communicating to the ASO that the completed evaluation is approved for processing for payment.
- **4.1.6.9** PC&A will track and report receipt of all initial eligibility applications and assignments, completed evaluations by the IPN and eligibility decisions.
- **4.1.6.10** PC&A shall ensure that the IPN has the statewide coverage necessary to complete evaluations in the required timelines.

4.1.7 VENDOR ADMINISTRATIVE OPERATION REQUIREMENTS:

4.1.7.1 ICF/IID PROGRAM ELIGIBILITY:

4.1.7.1.1 PC&A staff has been involved with ICF/IID eligibility, on site reviews of ICF/IID Group homes, and has provided expert testimony at fair hearings for adverse decisions since 1985. Four licensed psychologists at PC&A have greater than ten years' experience making eligibility decisions for individuals applying for an ICF Level of Care and have served as expert witness in fair hearings. Please







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find enclosed work samples to include reports, notifications, and training materials developed by PC&A to demonstrate more than five years of experience and knowledge of the federal and state Medicaid rules and regulations.

4.1.7.2 PASRR PROGRAM ELIGIBILITY LEVEL II:

4.1.7.2.1 PC&A staff has been involved with the PASRR Level II program since 1999. Staff has been responsible for designing, developing, and training the Level II evaluators. Staff has also been responsible for completing Level II desk reviews, consulting with nursing homes, hospital social workers, and psychologists. Three licensed psychologists at PC&A have greater than 10 years' experience making eligibility decisions for a Nursing Facility Level of Care and have served as expert witness in fair hearings. Please find attached copies of materials to demonstrate our level of expertise in the Level II program.

4.1.7.3 I/DD WAIVER ELIGIBILITY:

4.1.7.3.1 PC&A staff has been involved with the WV I/DD Waiver program since its inception in 1985. Staff have made initial eligibility determinations, annual redeterminations, designed, developed and provided training to the Independent Psychologist Network, managed the Independent Psychologist Network, and represented the Bureau for Medical Services in fair hearings for adverse decisions. Four licensed psychologists at PC&A have greater than ten years' experience making eligibility decisions for an ICF Level of Care and have served as expert witness at fair hearings. PC&A has managed the IPN for the IDD Waiver program since it began in 2011. Please find attached copies of reports, notifications, and materials developed by PC&A.

4.1.7.4 CDCSP ELIGIBILITY:

4.1.7.4.1 PC&A staff has managed the CDCSP program for excess of 12 years. Staff has made initial eligibility determinations, annual redeterminations, provided notifications to family members, and represented the Bureau for Medical Services in fair hearings. Four licensed psychologists at PC&A have greater than ten years' experience making eligibility decisions for an ICF Level of Care and have served as expert witness at fair hearings. PC&A contracts with a Registered Nurse who has made

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eligibility decisions and served as expert witness at fair hearings for Acute Care Hospital Level of Care and Nursing Facility Level of Care for CDCSP since 2013. Please find copies of reports, notifications, and materials developed by PC&A.

4.1.7.5 CSED WAIVER ELIGIBILITY:

4.1.7.5.1 PC&A staff has been involved with policy development and planning for the CSED Waiver since 2018. PC&A staff developed the eligibility criteria, chose the level of care instruments, developed the training and recruitment materials for the CSED Waiver IPN and completed four trainings for psychologists throughout the state. PC&A staff have made all initial eligibility decisions, corresponded with other contracted agencies and the Bureau, as well as participated in weekly contract meetings. PC&A has a licensed psychologist with in excess of 20 years experience evaluating children with serious emotional disorders and two licensed psychologists making eligibility decisions for the CSED Waiver program. Please find copies of reports, notifications, and materials developed by PC&A.

4.1.8 ADDITIONAL SERVICES:

4.1.8.1 PC&A 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.

4.1.9 OPTIONAL SERVICES:

4.1.9.1 PC&A will be responsible for arranging an evaluation in situations when an assessment is court ordered, when an IPN member is unavailable, or when requested by the Bureau for Medical Services. In those situations, PC&A will recruit, train, and assure access for an independent evaluation. PC&A assures that the identified psychologist selected to participate in this type of evaluation shall agree to utilize the same assessment tools and submit the IPE in the format as required by the independent psychologist network. PC&A understands that optional services shall be bid as an all-inclusive hourly rate and shall require Bureau

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approval of a Statement of Work (SOW) and submission of a related Cost Estimate.

GENERAL TERMS AND CONDITIONS:

- 1. CONTRACTUAL AGREEMENT: Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.
- **2. DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.
- 2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
- 2.2. "Bid" or "Proposal" means the vendors submitted response to this solicitation.
- 2.3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.
- 2.4. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.
- 2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.
- 2.6. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.
- 2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
- 2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
- 2.9. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:
☑ Term Contract
Initial Contract Term: Initial Contract Term: This Contract becomes effective on upon award and extends for a period of
Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to
Alternate Renewal Term – This contract may be renewed for successive year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)
Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.
Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed withindays.
Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within
One Time Purchase: The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.
Other: See attached.
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upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed. 5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below. Open End Contract: Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. 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. Service: The scope of the service to be provided will be more clearly defined in the specifications included herewith. Combined Service and Goods: The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith. One Time Purchase: This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office. 6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract. 7. REQUIRED DOCUMENTS: All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below. BID BOND (Construction Only): Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid. **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

4. NOTICE TO PROCEED: Vendor shall begin performance of this Contract immediately

LABOR/MATERIAL PAYMENT BOND: The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.
In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.
MAINTENANCE BOND: The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.
LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.
☑ WV Licensed Psychologist
☑ WV Licensed Registered Nurse
The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications regardless of whether or not that requirement is listed above.

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8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below and must include the State as an additional insured on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed in this section.

Commercial General Liability Insurance in at least an amount of: \$1,000,000.00 occurrence.	per
Automobile Liability Insurance in at least an amount of:	per occurrence.
Professional/Malpractice/Errors and Omission Insurance in at least an amo s1,000,000.00 per occurrence. Notwithstanding the forgoing, Vendor's ar list the State as an additional insured for this type of policy.	
Commercial Crime and Third Party Fidelity Insurance in an amount of: per occurrence.	
Cyber Liability Insurance in an amount of:	per occurrence.
☐ Builders Risk Insurance in an amount equal to 100% of the amount of the Con	ntract.
Pollution Insurance in an amount of: per occurrence.	
Aircraft Liability in an amount of: per occurrence.	

Vendor must maintain:

Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

9. WORKERS' COMPENSATION INSURANCE: The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. [Reserved]

11. LIQUIDATED DAMAGES: This clause shall in no way be considered exclusive and sh	nall
not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay	
liquidated damages in the amount specified below or as described in the specifications:	

V	N/A	for
	Liquidated Damages Contained in	the Specifications
<u>. </u>	riduigaten Damages Contamen in	the Specifications

- 12. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.
- 13. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.
- 14. PAYMENT IN ARREARS: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.
- 15. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

- 16. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.
- 18. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.
- 19. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.
- 20. TIME: Time is of the essence with regard to all matters of time and performance in this Contract.
- 21. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.
- 22. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.
 - **SUBCONTRACTOR COMPLIANCE:** Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.
- 23. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

- 24. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.
- 25. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
- 26. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.
- 27. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.
- 28. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.
- 29. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
- 30. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it 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/default.html.

31. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

33. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to 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 Vendor.

34. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also 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 Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

35. 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 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 Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State 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, 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.

36. 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 and hour laws.

- 37. PURCHASING AFFIDAVIT: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.
- 38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE: This Contract may be utilized by other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"), provided that both the Other Government Entity and the Vendor agree. Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
- 39. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.
- 40. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:
- Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.
- Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at <u>purchasing requisitions@wv.gov</u>.
- 41. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Revised 01/09/2020

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

- 42. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:
 - a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
 - b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
 - c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
 - d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.
- 43. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a

Revised 01/09/2020

"substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

- 44. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original preaward interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.
- 45. PROHIBITION AGAINST USED OR REFURBISHED: Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

Contract Administrator and the initial point of contact for matters relating to this Contract.
(Name, Title) My Program Director
KERRI LINTON, MA, PROGRAM DIRECTOR
(Printed Name and Title) 202 GLASS DRIVE CROSS LANES, WV 25313
(Address) PH: (304)776-7230 F: (304) 776-7247
(Phone Number) / (Fax Number) KLINTON@PCASOLUTIONS.COM
(email address)
CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understan

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

PSYCHOLOGICAL CONSULTATION & ASSESSMENT, INC.

(Company)

(Authorized Signature) (Representative Name, Title)

KERRI LINTON, MA, PROGRAM DIRECTOR
(Printed Name and Title of Authorized Representative)

7/13/2020
(Date)

PH: (304) 776-7230 F: (304) 776-7247

(Phone Number) (Fax Number)

ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: CRFQ 0511 BMS2000000003

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

[X]	Addendum No. 1	[]	Addendum No. 6
[X]	Addendum No. 2	[]	Addendum No. 7
[]	Addendum No. 3	1]	Addendum No. 8
[]	Addendum No. 4	[]	Addendum No. 9
[]	Addendum No. 5	[]	Addendum No. 10

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that 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.

PSYCHOLOGICAL CONSULTATION & ASSESSMENT, INC.

Company

Authorized Signature

7/13/2020

Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.



Purchasing Divison 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130

State of West Virginia Request for Quotation 34 — Service - Prof

Proc Folder: 730736

Doc Description: PSYCHOLOGICAL CONSULT SERVICES

Proc Type: Central Master Agreement

Date Issued Solicitation Closes		Solicitation	on No	Version
2020-06-30	2020-07-15 13:30:00	CRFQ	0511 BMS2000000003	1

BID RECEIVING LOCATION

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

WV 25305

US

VENDOR

Vendor Name, Address and Telephone Number:

PSYCHOLOGICAL CONSULTATION & ASSESSMENT, INC. 202 GLASS DRIVE CROSS LANES, WV 25313 (304)776-7230

FOR INFORMATION CONTACT THE BUYER

Brittany E Ingraham (304) 558-0067 brittany.e.ingraham@wv.gov

Signature X

FEIN#

DATE

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All offers subject to all terms and conditions contained in this solicitation

Page: 1

FORM ID: WV-PRC-CRFQ-001

Page 140

ADDITIONAL INFORMATION:

Request for Quotation

sychological Consultant Services

The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Department of Health and Human Resources, Bureau for Medical Services "BMS" (hereinafter referred to as the "Bureau" or "BMS") to establish a contract for Psychological Consultant Services to assist the Bureau in managing the provision of Medicaid services to applicants and recipients in the areas of Nursing Facility (NF), Intermediate Care Facility/Individuals with Intellectual Disabilities (ICF/IID), the Intellectual/Developmental Disabilities (I/DD) Waiver, Children with Disabilities Community Services Program (CDCSP), and Children with Severe Emotional Disorders (CSED) Waiver, per the bid requirements, specification terms and conditions attached to this solicitation.

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 services practitioners providers and provider organizations. Professional psychological participation and/or medical participation in the programmatic decisions and determinations for individual with Intellectual disabilities, developmental disabilities or related condition and Children with Severe Emotional Disorders is a requirement for the receipt of Federal matching funds to Medicaid.

INVOICE TO		SHIP TO	and the state of t
PROCUREMENT OFFICE	R - 304-356-4861	PROCUREMENT OFFICER - 304	-356-4861
HEALTH AND HUMAN REBUREAU FOR MEDICAL		HEALTH AND HUMAN RESOURCE BUREAU FOR MEDICAL SERVICE	
350 CAPITOL ST, RM 251	•	350 CAPITOL ST, RM 251	
CHARLESTON	WV25301-3709	CHARLESTON	WV 25301-3709
us		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Start-up Costs			K	\$0.00

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Comm Code	Manufacturer	Specification	Model #	
85121608				

Extended Description:

Start-up Costs 09/01/2020-09/30/2020

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350 CAPITOL ST, RM 251		350 CAPITOL ST, RM 251			
CHARLESTON	WV25301-3709	CHARLESTON	WV 25301-3709		
us		US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Year 1: Vendor Administrative				¢E61 762 00
	Operation Requirements				\$561,763.00

Comm Code	Manufacturer	Specification	Model #	
85121608				

Extended Description :

Togram: 4.1.1.1 - 4.1.1.19 Vendor Administrative Operation Requirements

ar one: 10/01/2020-08/31/2021

INVOICE TO SHIP TO PROCUREMENT OFFICER - 304-356-4861 PROCUREMENT OFFICER - 304-356-4861 "YEALTH AND HUMAN RESOURCES **HEALTH AND HUMAN RESOURCES UREAU FOR MEDICAL SERVICES BUREAU FOR MEDICAL SERVICES** 350 CAPITOL ST, RM 251 350 CAPITOL ST, RM 251 WV25301-3709 CHARLESTON CHARLESTON WV 25301-3709 US US

Comm Ln Desc Qty Unit Issue Unit Price Total Price Line 3 Year 1: ICF/IID Program Eligibility \$137,613.00

Comm Code Manufacturer Specification Model # 85121608

Extended Description:

Program: 4.1.2.1 - 4.1.2.5- ICF/IID Program Eligibility

Year one: 10/01/2020-08/31/2021

INVOICE TO SHIP TO PROCUREMENT OFFICER - 304-356-4861 PROCUREMENT OFFICER - 304-356-4861 **HEALTH AND HUMAN RESOURCES** HEALTH AND HUMAN RESOURCES **BUREAU FOR MEDICAL SERVICES BUREAU FOR MEDICAL SERVICES** 350 CAPITOL ST, RM 251 350 CAPITOL ST, RM 251 WV25301-3709 CHARLESTON CHARLESTON WV 25301-3709 US US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Year 1: PASSR Program Eligibility Level II				\$79,221.00

Comm Code	Manufacturer	Specification	Model #	
85121608				

Extended Description:

Program: 4.1.3.1 - 4.1.3.5.4- PASSR Program Eligibility Level II Year one: 10/01/2020-08/31/2021

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350 CAPITOL ST, RM 251		350 CAPITOL ST, RM 251			
CHARLESTON	WV25301-3709	CHARLESTON	WV 25301-3709		
us	·	us			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Year 1: I/DD Waiver Eligibility				\$207,529.00

Comm Code	Manufacturer	Specification	Model #	
85121608				

stended Description:

. rogram: 4.1.4.1 - 4.1.4.11-I/DD Waiver Eligibility Year one: 10/01/2020-08/31/2021

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CHARLESTON	WV25301-3709	CHARLESTON	WV 25301-3709
us		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Year 1: CDCSP Waiver Eligibility			\$38,728	

Comm Code	Manufacturer	Specification	Model #	
85121608				

Extended Description:

Program: 4.1.5.1 - 4.1.5.6-CDCSP Waiver Eligibility Year one: 10/01/2020-08/31/2021

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CHARLESTON	WV25301-3709	CHARLESTON	WV 25301-3709
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	Year 1: CSED Waiver Eligibility				\$221,000.00

Comm Code	Manufacturer	Specification	Model #	Se Se
85121608				

Extended Description:

Program: 4.1.6.1 - 4.1.6.10-CSED Waiver Eligibility Year one: 10/01/2020-08/31/2021

INVOICE TO SHIP TO PROCUREMENT OFFICER - 304-356-4861 PROCUREMENT OFFICER - 304-356-4861 *'HEALTH AND HUMAN RESOURCES* HEALTH AND HUMAN RESOURCES JREAU FOR MEDICAL SERVICES **BUREAU FOR MEDICAL SERVICES** 350 CAPITOL ST, RM 251 350 CAPITOL ST, RM 251 WV25301-3709 CHARLESTON CHARLESTON WV 25301-3709 US US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	Year 1: Additional Services	100.00000	HOUR	\$155.00	\$15,500.00

Comm Code	Manufacturer	Specification	Model #	
85121608				

Extended Description:

Program: 4.1.7.1 - 4.1.7.1-Additional Services Year one: 10/01/2020-08/31/2021

The rate of pay will be on an hourly rate. Estimated quantity: 100 hours per year

Actual quantities may be more or less based upon need.

INVOICE TO		SHIP TO	
PROCUREMENT OFFICER	R - 304-356-4861	PROCUREMENT OFFICER - 304	-356-4861
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350 CAPITOL ST, RM 251		350 CAPITOL ST, RM 251	
CHARLESTON	WV25301-3709	CHARLESTON	WV 25301-3709
US		US	

Line 9	Year 1: Optional Services	Qty 100.00000	Unit Issue	Unit Price	Total Price
		100.0000	HOUR	\$200.00	\$20,000.00

Comm Code	Manufacturer	Specification	Model #	
85121608				

Extended Description:

Program: 4.1.8.1 - 4.1.8.1-Optional Services Year one: 10/01/2020-08/31/2021

The rate of pay will be on an hourly rate.

Estimated quantity: 100 hours per year

Actual quantities may be more or less based upon need.

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PROCUREMENT OFFICER - 304-356-4861		PROCUREMENT OFFICER - 304-	PROCUREMENT OFFICER - 304-356-4861		
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350 CAPITOL ST, RM 251		350 CAPITOL ST, RM 251			
CHARLESTON	WV25301-3709	CHARLESTON	WV 25301-3709		
us		US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
10	Year 1: Pass Through Charges				\$0.00

Comm Code	Manufacturer	Specification	Model #	
85121608				

Extended Description:

Program: 4.1.4.8-Pass through charges Year one: 10/01/2020-08/31/2021

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PROCUREMENT OFFICER - 304-356-4861		PROCUREMENT OFFICER - 304-356-4861	
HEALTH AND HUMAN RESOURCES		HEALTH AND HUMAN RESOURCES	
BUREAU FOR MEDICAL	SERVICES	BUREAU FOR MEDICAL SERVICES	
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CHARLESTON	WV25301-3709	CHARLESTON WV 2530)1-3709
us		us	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
11	Year 1: Ad Hoc Reporting	20.00000	HOUR	\$90.00	\$1,800.00

Comm Code	Manufacturer	Specification	Model #	
85121608				

Extended Description:

Program: 4.1.1.4-Ad Hoc Reporting Year one: 10/01/2020-08/31/2021

The rate of pay will be on an hourly rate.

Estimated quantity: 20 hours per year

Actual quantities may be more or less based upon need.

INVOICE TO SHIP TO PROCUREMENT OFFICER - 304-356-4861 PROCUREMENT OFFICER - 304-356-4861 HEALTH AND HUMAN RESOURCES **YEALTH AND HUMAN RESOURCES** JUREAU FOR MEDICAL SERVICES **BUREAU FOR MEDICAL SERVICES** 350 CAPITOL ST, RM 251 350 CAPITOL ST, RM 251 CHARLESTON WV25301-3709 WV 25301-3709 CHARLESTON US US

Unit Issue Unit Price **Total Price** Comm Ln Desc Qty Line 12 Year 2: Vendor Administrative \$572,998.26 **Operation Requirements**

Specification Model # Comm Code Manufacturer 85121608

Extended Description:

Program: 4.1.1.1 - 4.1.1.19 Vendor Administrative Operation Requirements

Year two: 09/01/2021-08/31/2022

SHIP TO INVOICE TO PROCUREMENT OFFICER - 304-356-4861 PROCUREMENT OFFICER - 304-356-4861 HEALTH AND HUMAN RESOURCES **HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES BUREAU FOR MEDICAL SERVICES** 350 CAPITOL ST, RM 251 350 CAPITOL ST, RM 251 WV25301-3709 CHARLESTON WV 25301-3709 **CHARLESTON** US US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
13	Year 2: ICF/IID Program Eligibility			100,000 4	\$140,365.26

Comm Code	Manufacturer	Specification	Model#	
85121608				

Extended Description:

Program: 4.1.2.1 - 4.1.2.5- ICF/IID Program Eligibility Year two: 09/01/2021-08/31/2022

INVOICE TO 13		SHIP TO	SHIP TO	
PROCUREMENT OFFICER - 304-356-4861		PROCUREMENT OFFICER	R - 304-356-4861	
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US		us		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
14	Year 2: PASSR Program Eligibility				\$80,805.42
	l evel il				400,003.12

Comm Code	Manufacturer	Specification	Model #	
85121608				

ktended Description:

.∕rogram: 4.1.3.1 - 4.1.3.5.4- PASSR Program Eligibility Level II Year two: 09/01/2021-08/31/2022

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PROCUREMENT OFFICER - 304-356-4861		PROCUREMENT OFFICER	₹ - 304-356-4861	
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CHARLESTON	WV25301-3709	CHARLESTON	WV 25301-3709	
us		US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
15	Year 2: I/DD Waiver Eligibility				\$211,679.58

Comm Code	Manufacturer	Specification	Model #	
85121608				

Extended Description:

Program: 4.1.4.1 - 4.1.4.11-I/DD Walver Eligibility Year two: 09/01/2021-08/31/2022

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PROCUREMENT OFFICE	R - 304-356-4861	PROCUREMENT OFFICER	₹ - 304-356-4861
HEALTH AND HUMAN RE BUREAU FOR MEDICAL S		HEALTH AND HUMAN RES	
350 CAPITOL ST, RM 251		350 CAPITOL ST, RM 251	
CHARLESTON	WV25301-3709	CHARLESTON	WV 25301-3709
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
16	Year 2: CDCSP Waiver Eligibility				\$39,502.56

Comm Code	Manufacturer	Specification	Model #	
85121608				

Extended Description:

Program: 4.1.5.1 - 4.1.5.6-CDCSP Walver Eligibility Year two: 09/01/2021-08/31/2022

INVOICE TO PROCUREMENT OFFICER - 304-356-4861 **YEALTH AND HUMAN RESOURCES** JUREAU FOR MEDICAL SERVICES

350 CAPITOL ST, RM 251

CHARLESTON

WV25301-3709

CHARLESTON

350 CAPITOL ST, RM 251

PROCUREMENT OFFICER - 304-356-4861

HEALTH AND HUMAN RESOURCES

BUREAU FOR MEDICAL SERVICES

SHIP TO

WV 25301-3709

US

Comm Ln Desc Qty Unit Issue **Unit Price Total Price** Line 17 Year 2: CSED Waiver Eligibility \$225,420.00

Specification Model # Comm Code Manufacturer

85121608

US

Extended Description:

Program: 4.1.6.1 - 4.1.6.10-CSED Waiver Eligibility Year two: 09/01/2021-08/31/2022

INVOICE TO		SHIP TÓ	
PROCUREMENT OFFICER	t - 304-356-4861	PROCUREMENT OFFICER - 3	04-356-4861
HEALTH AND HUMAN RES		HEALTH AND HUMAN RESOL BUREAU FOR MEDICAL SERV	
350 CAPITOL ST, RM 251		350 CAPITOL ST, RM 251	
CHARLESTON	WV25301-3709	CHARLESTON	WV 25301-3709
US		us	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
18	Year 2: Additional Services	100.00000	HOUR	\$160.00	\$16,000.00

Comm Code	Manufacturer	Specification	Model #	
85121608				

Extended Description:

Program: 4.1.7.1 - 4.1.7.1-Additional Services Year two: 09/01/2021-08/31/2022

The rate of pay will be on an hourly rate.

Estimated quantity: 100 hours per year

Actual quantities may be more or less based upon need.

INVOICE TO PROCUREMENT OFFICER - 304-356-4861 **YEALTH AND HUMAN RESOURCES UREAU FOR MEDICAL SERVICES**

350 CAPITOL ST, RM 251

CHARLESTON

WV25301-3709

SHIP TO

PROCUREMENT OFFICER - 304-356-4861 **HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES**

350 CAPITOL ST, RM 251

CHARLESTON

WV 25301-3709

US

US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
19	Year 2: Optional Services	100.00000	HOUR	\$210.00	\$21,000.00

Comm Code Manufacturer Specification Model # 85121608

Extended Description:

Program: 4.1.8.1 - 4.1.8.1-Optional Services Year two: 09/01/2021-08/31/2022

The rate of pay will be on an hourly rate.

Estimated quantity: 100 hours per year

Actual quantities may be more or less based upon need.

INVOICE TO	We will be the second of	SHIP TO	
PROCUREMENT OFFICE	R - 304-356-4861	PROCUREMENT OFFICER - 304-35	66-4861
HEALTH AND HUMAN RE BUREAU FOR MEDICAL S		HEALTH AND HUMAN RESOURCE BUREAU FOR MEDICAL SERVICES	~
350 CAPITOL ST, RM 251		350 CAPITOL ST, RM 251	
CHARLESTON	WV25301-3709	CHARLESTON	WV 25301-3709
us		US .	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
20	Year 2: Pass Through Charges				\$0.00

Comm Code	Manufacturer	Specification	Model #	
85121608				

Extended Description:

Program: 4.1.4.8-Pass through charges Year two: 09/01/2021-08/31/2022

INVOICE TO		SHIP TO			
PROCUREMENT OFFICER - 304-356-4861		PROCUREMENT OFFICER	PROCUREMENT OFFICER - 304-356-4861		
UREAU FOR MEDICAL SERVICES		HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES			
350 CAPITOL ST, RM 251		350 CAPITOL ST, RM 251			
CHARLESTON	WV25301-3709	CHARLESTON	WV 25301-3709		
us		US			

Line Co	omm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
21 Ye	ear 2: Ad Hoc Reporting	20.00000	HOUR	\$95.00	\$1,900.00
0	Bit a marker of a mark		U 41	B.R 1 1 J.E	

Comm Code	Manufacturer	Specification	Model #	
85121608				

Extended Description:

Program: 4.1.1.4-Ad Hoc Reporting Year two: 09/01/2021-08/31/2022

The rate of pay will be on an hourly rate.

Estimated quantity: 20 hours per year

Actual quantities may be more or less based upon need.

INVOICE TO	5. 4.	SHIP TO			
PROCUREMENT OFFICER - 304-356-4861		PROCUREMENT OFFICER	R - 304-356-4861		
HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES			HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES		
350 CAPITOL ST, RM 251		350 CAPITOL ST, RM 251			
CHARLESTON	WV25301-3709	CHARLESTON	WV 25301-3709		
US		US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
22	Year 3: Vendor Administrative Operation Requirements				\$584,458.22

Comm Code	Manufacturer	Specification	Model #	
85121608				

Extended Description:

Program: 4.1.1.1 - 4.1.1.19 Vendor Administrative Operation Requirements Year three: 09/01/2022-08/31/2023

INVOICE TO PROCUREMENT OFFICER - 304-356-4861 **IEALTH AND HUMAN RESOURCES** JUREAU FOR MEDICAL SERVICES

350 CAPITOL ST, RM 251

CHARLESTON

US

WV25301-3709

PROCUREMENT OFFICER - 304-356-4861 **HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES**

350 CAPITOL ST, RM 251

CHARLESTON

WV 25301-3709

US

SHIP TO

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
23	Year 3: ICF/IID Program Eligibility				\$143,172.56

Comm Code	Manufacturer	Specification	Model #	
85121608				

Extended Description:

Program: 4.1.2.1 - 4.1.2.5- ICF/IID Program Eligibility Year three: 09/01/2022-08/31/2023

INVOICE TO		SHIP TO	
PROCUREMENT OFFICER - 304-356-4861		PROCUREMENT OFFICER - 3	304-356-4861
HEALTH AND HUMAN RESOURCES		HEALTH AND HUMAN RESOL	URCES
BUREAU FOR MEDICAL SERV	ICES	BUREAU FOR MEDICAL SER	VICES
350 CAPITOL ST, RM 251		350 CAPITOL ST, RM 251	
CHARLESTON	WV25301-3709	CHARLESTON	WV 25301-3709
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
24	Year 3: PASSR Program Eligibility				\$82,421.53
	Level II				\$02,421.55

Comm Code	Manufacturer	Specification	Model #	
85121608				

Extended Description:

Program: 4.1.3.1 - 4.1.3.5.4- PASSR Program Eligibility Level II Year three: 09/01/2022-08/31/2023

INVOIGE TO		SHIP TO	SHIP TO.		
PROCUREMENT OFFICER - 304-356-4861		PROCUREMENT OFFICER	R - 304-356-4861		
HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES		HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES			
350 CAPITOL ST, RM 251		350 CAPITOL ST, RM 251			
CHARLESTON	WV25301-3709	CHARLESTON	WV 25301-3709		
us		us			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
25	Year 3: I/DD Waiver Eligibility				\$215,913.17

Comm Code	Manufacturer	Specification	Model #	
85121608				•

xtended Description:

.∕rogram: 4.1.4.1 - 4.1.4.11-I/DD Waiver Eligibility Year three: 09/01/2022-08/31/2023

INVOICE TO		SHIP TO	
PROCUREMENT OFFICE	R - 304-356-4861	PROCUREMENT OFFICER - 3	04-356-4861
HEALTH AND HUMAN RE BUREAU FOR MEDICAL		HEALTH AND HUMAN RESOL BUREAU FOR MEDICAL SER	
350 CAPITOL ST, RM 251		350 CAPITOL ST, RM 251	
CHARLESTON	WV25301-3709	CHARLESTON	WV 25301-3709
us		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
26	Year 3: CDCSP Waiver Eligibility				\$40,292.61

Comm Code	Manufacturer	Specification	Model #	•
85121608				

Extended Description:

Program: 4.1.5.1 - 4.1.5.6-CDCSP Waiver Eligibility Year three: 09/01/2022-08/31/2023

INVOICE TO	A STATE OF THE STA	SHIP TO	
PROCUREMENT OFFICER	- 304-356-4861	PROCUREMENT OFFICER - 30	04-356-4861
HEALTH AND HUMAN RES	SOURCES	HEALTH AND HUMAN RESOU	RCES
BUREAU FOR MEDICAL S	ERVICES	BUREAU FOR MEDICAL SERV	/ICES
350 CAPITOL ST, RM 251		350 CAPITOL ST, RM 251	
CHARLESTON	WV25301-3709	CHARLESTON	WV 25301-3709
US		us	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
27	Year 3: CSED Waiver Eligibility				\$229,928.40

Comm Code	Manufacturer	Specification	Model #	
85121608				

Extended Description:

Program: 4.1.6.1 - 4.1.6.10-CSED Waiver Eligibility Year three: 09/01/2022-08/31/2023

INVOICE TO STATE OF S SHIP TO PROCUREMENT OFFICER - 304-356-4861 PROCUREMENT OFFICER - 304-356-4861 **YEALTH AND HUMAN RESOURCES** HEALTH AND HUMAN RESOURCES **BUREAU FOR MEDICAL SERVICES** JUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 350 CAPITOL ST, RM 251 WV25301-3709 CHARLESTON CHARLESTON

US US WV 25301-3709

Comm Ln Desc Qty Unit Issue **Unit Price Total Price** Line

28 Year 3: Additional Services 100.00000 **HOUR** \$165.00 \$16,500.00

Specification Comm Code Manufacturer Model # 85121608

Extended Description:

Program: 4.1.7.1 - 4.1.7.1-Additional Services Year three: 09/01/2022-08/31/2023

The rate of pay will be on an hourly rate.

Estimated quantity: 100 hours per year

Actual quantities may be more or less based upon need.

INVOICE TO	A STATE OF THE STA	SHIP TO	
PROCUREMENT OFFICER -	304-356-4861	PROCUREMENT OFFICER	- 304-356-4861
HEALTH AND HUMAN RESC BUREAU FOR MEDICAL SE		HEALTH AND HUMAN RES BUREAU FOR MEDICAL SI	
350 CAPITOL ST, RM 251		350 CAPITOL ST, RM 251	
CHARLESTON	WV25301-3709	CHARLESTON	WV 25301-3709
us		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
29	Year 3: Optional Services	100.00000	HOUR	\$210.00	\$21,000.00

Comm Code	Manufacturer	Specification	Model #	
85121608				

Extended Description:

Program: 4.1.8.1 - 4.1.8.1-Optional Services Year three: 09/01/2022-08/31/2023

The rate of pay will be on an hourly rate.

Estimated quantity: 100 hours per year

Actual quantities may be more or less based upon need.

SHIP TO INVOICE TO PROCUREMENT OFFICER - 304-356-4861 PROCUREMENT OFFICER - 304-356-4861 **HEALTH AND HUMAN RESOURCES YEALTH AND HUMAN RESOURCES** JUREAU FOR MEDICAL SERVICES **BUREAU FOR MEDICAL SERVICES** 350 CAPITOL ST, RM 251 350 CAPITOL ST, RM 251 WV25301-3709 CHARLESTON CHARLESTON WV 25301-3709 US US

Line Comm Ln Desc Qty Unit Issue Unit Price Total Price

30 Year 3: Pass Through Charges \$0.00

Comm Code Manufacturer Specification Model # 85121608

Extended Description:

Program: 4.1.4.8-Pass through charges Year three: 09/01/2022-08/31/2023

INVOICE TO SHIP TO PROCUREMENT OFFICER - 304-356-4861 PROCUREMENT OFFICER - 304-356-4861 HEALTH AND HUMAN RESOURCES HEALTH AND HUMAN RESOURCES **BUREAU FOR MEDICAL SERVICES BUREAU FOR MEDICAL SERVICES** 350 CAPITOL ST, RM 251 350 CAPITOL ST, RM 251 CHARLESTON WV25301-3709 CHARLESTON WV 25301-3709 US US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
31	Year 3: Ad Hoc Reporting	20.00000	HOUR	\$100.00	\$2,000.00

Comm Code	Manufacturer	Specification	Model #	
85121608				

Extended Description:

Program: 4.1.1.4-Ad Hoc Reporting Year three: 09/01/2022-08/31/2023

The rate of pay will be on an hourly rate.

Estimated quantity: 20 hours per year

Actual quantities may be more or less based upon need.

INVOICE TO	SHIP TO TO			
PROCUREMENT OFFICER - 304-356-4861	PROCUREMENT OFFICER - 304-356-4861			
YEALTH AND HUMAN RESOURCES	HEALTH AND HUMAN RESOURCES			
UREAU FOR MEDICAL SERVICES	BUREAU FOR MEDICAL SERVICES			
350 CAPITOL ST, RM 251	350 CAPITOL ST, RM 251			
CHARLESTON WV25301-3709	CHARLESTON WV 25301-3709			
us	US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
32	32 Year 4: Vendor Administrative Operation Requirements		\$60		\$601,991.96

Comm Code	Manufacturer	Specification	Model #	
85121608				

Extended Description:

Program: 4.1.1.1 - 4.1.1.19 Vendor Administrative Operation Year four: 09/01/2023-08/31/2024

INVOICE TO	and the second s	SHIP TO	and the second s
PROCUREMENT OFFICER - 304-356-4861		PROCUREMENT OFFICER - 304	-356-4861
HEALTH AND HUMAN REBUREAU FOR MEDICAL		HEALTH AND HUMAN RESOUR BUREAU FOR MEDICAL SERVICE	1.60
350 CAPITOL ST, RM 251		350 CAPITOL ST, RM 251	
CHARLESTON	WV25301-3709	CHARLESTON	WV 25301-3709
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
33	Year 4: ICF/IID Program Eligibility				\$147,467.73

Comm Code	Manufacturer	Specification	Model #	
35121608				

Extended Description:

Program: 4.1.2.1 - 4.1.2.5- ICF/IID Program Eligibility Year four: 09/01/2023-08/31/2024

INVOICE TO		*SHIPTO		The state of the s	
PROCUREMENT OFFICER - 304-356-4861		PROCUREMENT OFFICER	R - 304-356-4861		
HEALTH AND HUMAN RESOURCES		HEALTH AND HUMAN RE	HEALTH AND HUMAN RESOURCES		
BUREAU FOR MEDICAL	SERVICES	BUREAU FOR MEDICAL S	ERVICES		
350 CAPITOL ST, RM 251		350 CAPITOL ST, RM 251			
CHARLESTON	WV25301-3709	CHARLESTON	WV 25301-3709		
US		US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
34	Year 4: PASSR Program Eligibility		\$84,894.17		
	Level II				304,034.17

Comm Code	Manufacturer	Specification	Model #	
85121608				
			i i	

tended Description:

.∕rogram: 4.1.3.1 - 4.1.3.5.4- PASSR Program Eligibility Level II Year four: 09/01/2023-08/31/2024

INVOICE TO		SHIP TO			
PROCUREMENT OFFICER -	PROCUREMENT OFFICER - 304-356-4861		R - 304-356-4861		
HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES			HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES		
350 CAPITOL ST, RM 251		350 CAPITOL ST, RM 251			
CHARLESTON	WV25301-3709	CHARLESTON	WV 25301-3709		
us		US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
35	Year 4: I/DD Waiver Eligibility				\$222,390.56
1					4222/330:30

Comm Code	Manufacturer	Specification	Model #	
85121608				

Extended Description:

Program: 4.1.4.1 - 4.1.4.11-I/DD Waiver Eligibility Year four: 09/01/2023-08/31/2024

INVOICE TO	And the second section of the second	SHIP TO	2000年至2000年2月1日日
PROCUREMENT OFFICE	R - 304-356-4861	PROCUREMENT OFFICER	- 304-356-4861
HEALTH AND HUMAN REBUREAU FOR MEDICAL S		HEALTH AND HUMAN RESO BUREAU FOR MEDICAL SE	
350 CAPITOL ST, RM 251		350 CAPITOL ST, RM 251	
CHARLESTON	WV25301-3709	CHARLESTON	WV 25301-3709
us		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
36	Year 4: CDCSP Waiver Eligibility				±44 F04 20
	-				\$41,501.38

Comm Code	Manufacturer	Specification	Model #	
35121608		-		

Extended Description:

Program: 4.1.5.1 - 4.1.5.6-CDCSP Waiver Eligibility Year four: 09/01/2023-08/31/2024

SHIP TO INVOICE TO PROCUREMENT OFFICER - 304-356-4861 PROCUREMENT OFFICER - 304-356-4861 **HEALTH AND HUMAN RESOURCES TEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES** JUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 350 CAPITOL ST, RM 251 WV25301-3709 CHARLESTON WV 25301-3709 CHARLESTON US US

Unit Price Total Price Qty Unit Issue Line Comm Ln Desc 37 Year 4: CSED Waiver Eligibility \$236,826.25

Model # Manufacturer **Specification** Comm Code 85121608

Extended Description:

Program: 4.1.6.1 - 4.1.6.10-CSED Waiver Eligibility Year four: 09/01/2023-08/31/2024

INVOICE TO		SHIP TO	the state of the s
PROCUREMENT OFFICE	R - 304-356-4861	PROCUREMENT OFFICER	- 304-356-4861
HEALTH AND HUMAN RE BUREAU FOR MEDICALS		HEALTH AND HUMAN RES BUREAU FOR MEDICAL SI	
350 CAPITOL ST, RM 251		350 CAPITOL ST, RM 251	
CHARLESTON	WV25301-3709	CHARLESTON	WV 25301-3709
us		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
38	Year 4: Additional Services	100.00000	HOUR	\$170.00	\$17,000.00

Comm Code	Manufacturer	Specification	Model #	
85121608				

Extended Description:

Program: 4.1.7.1 - 4.1.7.1-Additional Services Year four: 09/01/2023-08/31/2024

The rate of pay will be on an hourly rate.

Estimated quantity: 100 hours per year

Actual quantities may be more or less based upon need.

INVOICE TO \$ 4.		SHIP TO	
PROCUREMENT OFFICE	R - 304-356-4861	PROCUREMENT OFFICER	- 304-356-4861
YEALTH AND HUMAN RE UREAU FOR MEDICAL S		HEALTH AND HUMAN RES	
350 CAPITOL ST, RM 251		350 CAPITOL ST, RM 251	
CHARLESTON	WV25301-3709	CHARLESTON	WV 25301-3709
US		us	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
39	Year 4: Optional Services	100.00000	HOUR	\$230.00	\$23,000.00
Comm Code	Manufacturer	Specific	ation	Model #	

85121608

Extended Description:

Program: 4.1.8.1 - 4.1.8.1-Optional Services Year four: 09/01/2023-08/31/2024

The rate of pay will be on an hourly rate. Estimated quantity: 100 hours per year

Actual quantities may be more or less based upon need.

INVOICE TO	The state of the s	SHIP TO	
PROCUREMENT OFFICE	R - 304-356-4861	PROCUREMENT OFFICER -	304-356-4861
HEALTH AND HUMAN RE BUREAU FOR MEDICAL		HEALTH AND HUMAN RESO BUREAU FOR MEDICAL SER	
350 CAPITOL ST, RM 251		350 CAPITOL ST, RM 251	
CHARLESTON	WV25301-3709	CHARLESTON	WV 25301-3709
us		US	•

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
40	Year 4: Pass Through Charges				\$0.00

Comm Code	Manufacturer	Specification	Model #	
85121608				

Extended Description:

Program: 4.1.4.8-Pass through charges Year four: 09/01/2023-08/31/2024

PROCUREMENT OFFICER - 304-356-4861
PROCUREMENT OFFICER - 304-356-4861
PROCUREMENT OFFICER - 304-356-4861
PROCUREMENT OFFICER - 304-356-4861
HEALTH AND HUMAN RESOURCES
BUREAU FOR MEDICAL SERVICES
350 CAPITOL ST, RM 251
CHARLESTON
WV 25301-3709
WV 25301-3709

 Line
 Comm Ln Desc
 Qty
 Unit Issue
 Unit Price
 Total Price

 41
 Year 4: Ad Hoc Reporting
 20.00000
 HOUR
 \$100.00
 \$2,000.00

US

Comm Code Manufacturer Specification Model #

Extended Description:

US

Program: 4.1.1.4-Ad Hoc Reporting Year four: 09/01/2023-08/31/2024

The rate of pay will be on an hourly rate.

Estimated quantity: 20 hours per year

Actual quantities may be more or less based upon need.

SCHEDULE OF EVENTS

<u>Line</u> <u>Event</u>
1 Q&A Deadline (10:00 AM)

Event Date 2020-07-08

	Document Phase	Document Description	Page
BMS200000003	Draft	PSYCHOLOGICAL CONSULT SERVICES	21 of
			21

ADDITIONAL TERMS AND CONDITIONS

See attached Pricing Page

PRICING PAGE

CRFQ 0511 BMS2000000003 **PSYCHOLOGICAL CONSULT SERVICES**

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

	YEAR 1	YEAR 2 (Optional Renewal)	Year 3 (Optional Renewal)	Year 4 (Optional Renewal)
Star up costs	\$0			
Program: 4.1.1.1 -4.1.1.19 Vendor Administrative Operation Requirements	\$561,763.00	\$572,998.26	\$584,458.22	\$601,991.96
Program: 4.1.2.1 – 4.1.2.5 ICF/IID Program Eligibility	\$137,613.00	\$140,365.26	\$143,172.56	\$147,467.73
Program: 4.1.3.1 – 4.1.3.5.4 PASRR Program Eligibility Level II	\$79,221.00	\$80,805.42	\$82,421.53	\$84,894.17
Program: 4.1.4.1 – 4.1.4.11 I/DD Waiver Eligibility	\$207,529.00	\$211,679.58	\$215,913.17	\$222,390.56
Program: 4.1.5.1 – 4.1.5.6 CDCSP Waiver Eligibility	\$38,728.00	\$39,502.56	\$40,292.61	\$41,501.38
Program: 4.1.6.1 – 4.1.6.10 CSED Waiver Eligibility	\$221,000.00	\$225,420.00	\$229,928.40	\$236,826.25
Program: 4.1.7.1 – 4.1.7.1 *Additional Services \$ <u>155</u> (all inclusive hourly rate) X 100 hours) (Estimate) Year (1)	\$15,500.00			
Program: 4.1.7.1- 4.1.7.1 *Additional Services \$ <u>160 (</u> all inclusive hourly rate) X 100 hours) (Estimated) Year (2)		\$16,000.00		
Program: 4.1.7.1- 4.1.7.1 *Additional Services \$ <u>165 (</u> all inclusive hourly rate) X 100 hours) (Estimated) Year (3)			\$16,500.00	
Program: 4.1.7.1- 4.1.7.1 *Additional Services \$ <u>170 (</u> all inclusive hourly rate) X 100 hours) (Estimated) Year (4)				\$17,000.00
Program: 4.1.1.4 - Ad hoc Reporting \$_90 (all inclusive hourly rate) X 20 hours) (Estimated) Year (1)	\$1,800.00			
Program: 4.1.1.4 - Ad hoc Reporting 5_95 (all inclusive hourly rate) X 20 hours) (Estimated) Year (2)		\$1900.00		
Program: 4.1.1.4 - Ad hoc Reporting 5_100 (all inclusive hourly rate) X 20 hours) (Estimated) Year (3)			\$2000.00	
Program: 4.1.1.4 - Ad hoc Reporting 100 (all inclusive hourly rate) X 20 hours) timated) Year (4)				\$2000.00
Fotal Annual Costs (Estimated) (A+B+C+D)	\$1,263,154.00	\$1,288,671.08	\$1,314,686.49	\$1,354,072.05

Estimated Grand Total \$ 5,220,583.62

WV-10 Approved / Revised 06/08/18

Attachment E: Vendor Preference

State of West Virginia

ENDOR PREFERENCE CERTIFICATE

Certification and application is hereby made for Preference in accordance with West Virginia Code, §5A-3-37. (Does not apply to onstruction 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 Vendor Preference, if applicable.

Bidder is an individual resident vendor and has resided continuously in West Virginia, or bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West

Bidder is a resident vendor partnership, association, or corporation with at least eighty percent of ownership interest

Application is made for 2.5% vendor preference for the reason checked:

Virginia, for four (4) years immediately preceding the date of this certification; or,

of bidder held by another entity that meets the applicable four year residency requirement; 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% 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% vendor preference for the reason checked: Bidder is a nonresident vendor that employs a minimum of one hundred state residents, or a nonresident vendor which has an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia and employs a minimum of one hundred state residents, and for purposes of producing or distributing the commodities or completing the project which is the subject of the bidder's bid and continuously over the entire term of the project, on average at least seventy-five percent of the bidder's employees or the bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years and the vendor's bid; or,
4.	Application is made for 5% 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% 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% 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.
7.	Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules. Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.
8. 	Application is made for reciprocal preference. Bidder is a West Virginia resident and is requesting reciprocal preference to the extent that it applies.
requirer or (b) as	understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the nents for such preference, the Secretary may order the Director of Purchasing to: (a) rescind the contract or purchase order; seess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to racting agency or deducted from any unpaid balance on the contract or purchase order.
authoriz the requ	nission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and es the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid lired business taxes, provided that such information does not contain the amounts of taxes paid nor any other information by the Tax Commissioner to be confidential.
ınd if a	hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder nything contained within this certificate changes during the term of the contract. Bidder will notify the Purchasision in writing immediately.
_	Psychological Consultation & Assessment, Inc. Signed: William & W
Date:_	7/13/2020 President
*Check a	ny combination of preference consideration(s) indicated above, which you are entitled to receive. Attachment E: Vendor Preference Page 162



ALLAN L. MCVEY
CABINET SECRETARY

STATE OF WEST VIRGINIA DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION

2019 WASHINGTON STREET, EAST CHARLESTON, WEST VIRGINIA 25305-0130

W. MICHAEL SHEETS DIRECTOR

PSYCHOLOGICAL CONSULTATION & ASSESSMENT INC 202 Glass DR Cross Lanes, WV 25313-1319

June 29, 2020

To Whom It May Concern:

This is to confirm receipt of your Disclosure of Information and vendor registration fee, completing your entity's registration process with the West Virginia Purchasing Division. Your completion of both requirements with the Vendor Registration program enables you to receive orders from State of West Virginia agencies. The registration with the Purchasing Division for PSYCHOLOGICAL CONSULTATION & ASSESSMENT INC wvOASIS vendor # 000000209927, is valid until 09/06/2021.

For a complete list of competitive bid opportunities currently published, please view the West Virginia Purchasing Bulletin within the Vendor Self-Service (VSS) portal at wvOASIS.gov. If you do not have a login ID for the Vendor Self-Service portal, you can view the West Virginia Purchasing Bulletin by clicking "Public Access."

More information for vendors regarding the registration process can be found at www.state.wv.us/admin/purchase/VendorReg.html. If you have additional questions, please do not hesitate to contact the Purchasing Division's Vendor Registration office.

Sincerely,

Mark Totten

Technical Services Manager

markstother

MLT/tno

PHONE: (304) 558-2306 FAX: (304) 558-4115

Attachment E: Vendor Registration

WVPurchasing.gov

E.E.O./AFFIRMATIVE ACTION EMPLOYER

Page 163

STATE OF WEST VIRGINIA Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: Under W. Va. Code §5A-3-10a, 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: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. 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.

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.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"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.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

CAL CONSULTATION & ASSES	SMENT, INC.
12. Willeman	Date: 7/13/2020
, to-wit:	
efore me this 13 day of 2011	. 2070
2072	{
NOTARY PL	JBLIC Surchasing Affidavit (Revised 01/19/2018)
	nefore me this 13 day of 2014

Commission Expires Feb. 12, 2024

WV STATE GOVERNMENT

HIPAA BUSINESS ASSOCIATE ADDENDUM

Attachment 2

This Health Insurance Portability and Accountability Act of 1996 (hereafter, HIPAA) Business Associate Addendum ("Addendum") is made a part of the Agreement ("Agreement") by and between the State of West Virginia ("Agency"), and Business Associate ("Associate"), and is effective as of the date of execution of the Addendum.

The Associate performs certain services on behalf of or for the Agency pursuant to the underlying Agreement that requires the exchange of information including protected health information protected by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended by the American Recovery and Reinvestment Act of 2009 (Pub. L. No. 111-5) (the "HITECH Act"), any associated regulations and the federal regulations published at 45 CFR parts 160 and 164 (sometimes collectively referred to as "HIPAA"). The Agency is a "Covered Entity" as that term is defined in HIPAA, and the parties to the underlying Agreement are entering into this Addendum to establish the responsibilities of both parties regarding HIPAA-covered information and to bring the underlying Agreement into compliance with HIPAA.

Whereas it is desirable, in order to further the continued efficient operations of Agency to disclose to its Associate certain information which may contain confidential individually identifiable health information (hereafter, Protected Health Information or PHI); and

Whereas, it is the desire of both parties that the confidentiality of the PHI disclosed hereunder be maintained and treated in accordance with all applicable laws relating to confidentiality, including the Privacy and Security Rules, the HITECH Act and its associated regulations, and the parties do agree to at all times treat the PHI and interpret this Addendum consistent with that desire.

NOW THEREFORE: the parties agree that in consideration of the mutual promises herein, in the Agreement, and of the exchange of PHI hereunder that:

- 1. **Definitions.** Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms in the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
 - a. Agency Procurement Officer shall mean the appropriate Agency individual listed at: http://www.state.wv.us/admin/purchase/vrc/agencyli.html.
 - **b.** Agent shall mean those person(s) who are agent(s) of the Business Associate, in accordance with the Federal common law of agency, as referenced in 45 CFR § 160.402(c).
 - c. Breach shall mean the acquisition, access, use or disclosure of protected health information which compromises the security or privacy of such information, except as excluded in the definition of Breach in 45 CFR § 164.402.
 - d. Business Associate shall have the meaning given to such term in 45 CFR § 160.103.
 - e. HITECH Act shall mean the Health Information Technology for Economic and Clinical Health Act. Public Law No. 111-05. 111th Congress (2009).

- f. Privacy Rule means the Standards for Privacy of Individually Identifiable Health Information found at 45 CFR Parts 160 and 164
- g. Protected Health Information or PHI shall have the meaning given to such term in 45 CFR § 160.103, limited to the information created or received by Associate from or on behalf of Agency.
- h. Security Incident means any known successful or unsuccessful attempt by an authorized or unauthorized individual to inappropriately use, disclose, modify, access, or destroy any information or interference with system operations in an information system.
- i. Security Rule means the Security Standards for the Protection of Electronic Protected Health Information found at 45 CFR Parts 160 and 164.
- **j.** Subcontractor means a person to whom a business associate delegates a function, activity, or service, other than in the capacity of a member of the workforce of such business associate.

2. Permitted Uses and Disclosures.

- a. PHI Described. This means PHI created, received, maintained or transmitted on behalf of the Agency by the Associate. This PHI is governed by this Addendum and is limited to the minimum necessary, to complete the tasks or to provide the services associated with the terms of the original Agreement, and is described in Appendix A.
- b. Purposes. Except as otherwise limited in this Addendum, Associate may use or disclose the PHI on behalf of, or to provide services to, Agency for the purposes necessary to complete the tasks, or provide the services, associated with, and required by the terms of the original Agreement, or as required by law, if such use or disclosure of the PHI would not violate the Privacy or Security Rules or applicable state law if done by Agency or Associate, or violate the minimum necessary and related Privacy and Security policies and procedures of the Agency. The Associate is directly liable under HIPAA for impermissible uses and disclosures of the PHI it handles on behalf of Agency.
- c. Further Uses and Disclosures. Except as otherwise limited in this Addendum, the Associate may disclose PHI to third parties for the purpose of its own proper management and administration, or as required by law, provided that (i) the disclosure is required by law, or (ii) the Associate has obtained from the third party reasonable assurances that the PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party by the Associate; and, (iii) an agreement to notify the Associate and Agency of any instances of which it (the third party) is aware in which the confidentiality of the information has been breached. To the extent practical, the information should be in a limited data set or the minimum necessary information pursuant to 45 CFR § 164.502, or take other measures as necessary to satisfy the Agency's obligations under 45 CFR § 164.502.

- 3. Obligations of Associate.
 - a. Stated Purposes Only. The PHI may not be used by the Associate for any purpose other than as stated in this Addendum or as required or permitted by law.
 - b. Limited Disclosure. The PHI is confidential and will not be disclosed by the Associate other than as stated in this Addendum or as required or permitted by law. Associate is prohibited from directly or indirectly receiving any remuneration in exchange for an individual's PHI unless Agency gives written approval and the individual provides a valid authorization. Associate will refrain from marketing activities that would violate HIPAA, including specifically Section 13406 of the HITECH Act. Associate will report to Agency any use or disclosure of the PHI, including any Security Incident not provided for by this Agreement of which it becomes aware.
 - c. Safeguards. The Associate will use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of the PHI, except as provided for in this Addendum. This shall include, but not be limited to:
 - i. Limitation of the groups of its workforce and agents, to whom the PHI is disclosed to those reasonably required to accomplish the purposes stated in this Addendum, and the use and disclosure of the minimum PHI necessary or a Limited Data Set:
 - ii. Appropriate notification and training of its workforce and agents in order to protect the PHI from unauthorized use and disclosure;
 - Maintenance of a comprehensive, reasonable and appropriate written PHI privacy and security program that includes administrative, technical and physical safeguards appropriate to the size, nature, scope and complexity of the Associate's operations, in compliance with the Security Rule;
 - iv. In accordance with 45 CFR §§ 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the business associate agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information.
 - d. Compliance With Law. The Associate will not use or disclose the PHI in a manner in violation of existing law and specifically not in violation of laws relating to confidentiality of PHI, including but not limited to, the Privacy and Security Rules.
 - **e. Mitigation.** Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Associate of a use or disclosure of the PHI by Associate in violation of the requirements of this Addendum, and report its mitigation activity back to the Agency.

- f. Support of Individual Rights.
 - i. Access to PHI. Associate shall make the PHI maintained by Associate or its agents or subcontractors in Designated Record Sets available to Agency for inspection and copying, and in electronic format, if requested, within ten (10) days of a request by Agency to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR § 164.524 and consistent with Section 13405 of the HITECH Act.
 - Amendment of PHI. Within ten (10) days of receipt of a request from Agency for an amendment of the PHI or a record about an individual contained in a Designated Record Set, Associate or its agents or subcontractors shall make such PHI available to Agency for amendment and incorporate any such amendment to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR § 164.526.
 - Accounting Rights. Within ten (10) days of notice of a request for an accounting of disclosures of the PHI, Associate and its agents or subcontractors shall make available to Agency the documentation required to provide an accounting of disclosures to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR §164.528 and consistent with Section 13405 of the HITECH Act. Associate agrees to document disclosures of the PHI and information related to such disclosures as would be required for Agency to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528. This should include a process that allows for an accounting to be collected and maintained by Associate and its agents or subcontractors for at least six (6) years from the date of disclosure, or longer if required by state law. At a minimum, such documentation shall include:
 - the date of disclosure;
 - the name of the entity or person who received the PHI, and if known, the address of the entity or person;
 - a brief description of the PHI disclosed; and
 - a brief statement of purposes of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure.
 - iv. Request for Restriction. Under the direction of the Agency, abide by any individual's request to restrict the disclosure of PHI, consistent with the requirements of Section 13405 of the HITECH Act and 45 CFR § 164.522, when the Agency determines to do so (except as required by law) and if the disclosure is to a health plan for payment or health care operations and it pertains to a health care item or service for which the health care provider was paid in full "out-of-pocket."
 - Immediate Discontinuance of Use or Disclosure. The Associate will immediately discontinue use or disclosure of Agency PHI pertaining to any individual when so requested by Agency. This includes, but is not limited to, cases in which an individual has withdrawn or modified an authorization to use or disclose PHI.

- g. Retention of PHI. Notwithstanding section 4.a. of this Addendum, Associate and its subcontractors or agents shall retain all PHI pursuant to state and federal law and shall continue to maintain the PHI required under Section 3.f. of this Addendum for a period of six (6) years after termination of the Agreement, or longer if required under state law.
- h. Agent's, Subcontractor's Compliance. The Associate shall notify the Agency of all subcontracts and agreements relating to the Agreement, where the subcontractor or agent receives PHI as described in section 2.a. of this Addendum. Such notification shall occur within 30 (thirty) calendar days of the execution of the subcontract and shall be delivered to the Agency Procurement Officer. The Associate will ensure that any of its subcontractors, to whom it provides any of the PHI it receives hereunder, or to whom it provides any PHI which the Associate creates or receives on behalf of the Agency, agree to the restrictions and conditions which apply to the Associate hereunder. The Agency may request copies of downstream subcontracts and agreements to determine whether all restrictions, terms and conditions have been flowed down. Failure to ensure that downstream contracts, subcontracts and agreements contain the required restrictions, terms and conditions may result in termination of the Agreement.
- j. Federal and Agency Access. The Associate shall make its internal practices, books, and records relating to the use and disclosure of PHI, as well as the PHI, received from, or created or received by the Associate on behalf of the Agency available to the U.S. Secretary of Health and Human Services consistent with 45 CFR § 164.504. The Associate shall also make these records available to Agency, or Agency's contractor, for periodic audit of Associate's compliance with the Privacy and Security Rules. Upon Agency's request, the Associate shall provide proof of compliance with HIPAA and HITECH data privacy/protection guidelines, certification of a secure network and other assurance relative to compliance with the Privacy and Security Rules. This section shall also apply to Associate's subcontractors, if any.
- k. Security. The Associate shall take all steps necessary to ensure the continuous security of all PHI and data systems containing PHI. In addition, compliance with 74 FR 19006 Guidance Specifying the Technologies and Methodologies That Render PHI Unusable, Unreadable, or Indecipherable to Unauthorized Individuals for Purposes of the Breach Notification Requirements under Section 13402 of Title XIII is required, to the extent practicable. If Associate chooses not to adopt such methodologies as defined in 74 FR 19006 to secure the PHI governed by this Addendum, it must submit such written rationale, including its Security Risk Analysis, to the Agency Procurement Officer for review prior to the execution of the Addendum. This review may take up to ten (10) days.
- Notification of Breach. During the term of this Addendum, the Associate shall notify the Agency and, unless otherwise directed by the Agency in writing, the WV Office of Technology immediately by e-mail or web form upon the discovery of any Breach of unsecured PHI; or within 24 hours by e-mail or web form of any suspected Security Incident, intrusion or unauthorized use or disclosure of PHI in violation of this Agreement and this Addendum, or potential loss of confidential data affecting this Agreement. Notification shall be provided to the Agency Procurement Officer at www.state.wv.us/admin/purchase/vrc/agencyli.htm and.

unless otherwise directed by the Agency in writing, the Office of Technology at incident@wv.gov or https://apps.wv.gov/ot/ir/Default.aspx.

The Associate shall immediately investigate such Security Incident, Breach, or unauthorized use or disclosure of PHI or confidential data. Within 72 hours of the discovery, the Associate shall notify the Agency Procurement Officer, and, unless otherwise directed by the Agency in writing, the Office of Technology of: (a) Date of discovery; (b) What data elements were involved and the extent of the data involved in the Breach; (c) A description of the unauthorized persons known or reasonably believed to have improperly used or disclosed PHI or confidential data; (d) A description of where the PHI or confidential data is believed to have been improperly transmitted, sent, or utilized; (e) A description of the probable causes of the improper use or disclosure; and (f) Whether any federal or state laws requiring individual notifications of Breaches are triggered.

Agency will coordinate with Associate to determine additional specific actions that will be required of the Associate for mitigation of the Breach, which may include notification to the individual or other authorities.

All associated costs shall be borne by the Associate. This may include, but not be limited to costs associated with notifying affected individuals.

If the Associate enters into a subcontract relating to the Agreement where the subcontractor or agent receives PHI as described in section 2.a. of this Addendum, all such subcontracts or downstream agreements shall contain the same incident notification requirements as contained herein, with reporting directly to the Agency Procurement Officer. Failure to include such requirement in any subcontract or agreement may result in the Agency's termination of the Agreement.

m. Assistance in Litigation or Administrative Proceedings. The Associate shall make itself and any subcontractors, workforce or agents assisting Associate in the performance of its obligations under this Agreement, available to the Agency at no cost to the Agency to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against the Agency, its officers or employees based upon claimed violations of HIPAA, the HIPAA regulations or other laws relating to security and privacy, which involves inaction or actions by the Associate, except where Associate or its subcontractor, workforce or agent is a named as an adverse party.

4. Addendum Administration.

- a. Term. This Addendum shall terminate on termination of the underlying Agreement or on the date the Agency terminates for cause as authorized in paragraph (c) of this Section, whichever is sooner.
- b. Duties at Termination. Upon any termination of the underlying Agreement, the Associate shall return or destroy, at the Agency's option, all PHI received from, or created or received by the Associate on behalf of the Agency that the Associate still maintains in any form and retain no copies of such PHI or, if such return or destruction is not feasible, the Associate shall extend the protections of this Addendum to the PHI and limit further uses and disclosures to the purposes that make the return or destruction of the PHI infeasible. This shall also apply to all agents and subcontractors of Associate. The duty of the Associate and its agents

- and subcontractors to assist the Agency with any HIPAA required accounting of disclosures survives the termination of the underlying Agreement.
- C. Termination for Cause. Associate authorizes termination of this Agreement by Agency, if Agency determines Associate has violated a material term of the Agreement. Agency may, at its sole discretion, allow Associate a reasonable period of time to cure the material breach before termination.
- d. Judicial or Administrative Proceedings. The Agency may terminate this Agreement if the Associate is found guilty of a criminal violation of HIPAA. The Agency may terminate this Agreement if a finding or stipulation that the Associate has violated any standard or requirement of HIPAA/HITECH, or other security or privacy laws is made in any administrative or civil proceeding in which the Associate is a party or has been joined. Associate shall be subject to prosecution by the Department of Justice for violations of HIPAA/HITECH and shall be responsible for any and all costs associated with prosecution.
- **e. Survival.** The respective rights and obligations of Associate under this Addendum shall survive the termination of the underlying Agreement.

5. General Provisions/Ownership of PHI.

- a. Retention of Ownership. Ownership of the PHI resides with the Agency and is to be returned on demand or destroyed at the Agency's option, at any time, and subject to the restrictions found within section 4.b. above.
- b. Secondary PHI. Any data or PHI generated from the PHI disclosed hereunder which would permit identification of an individual must be held confidential and is also the property of Agency.
- **Electronic Transmission.** Except as permitted by law or this Addendum, the PHI or any data generated from the PHI which would permit identification of an individual must not be transmitted to another party by electronic or other means for additional uses or disclosures not authorized by this Addendum or to another contractor, or allied agency, or affiliate without prior written approval of Agency.
- d. No Sales. Reports or data containing the PHI may not be sold without Agency's or the affected individual's written consent.
- e. No Third-Party Beneficiaries. Nothing express or implied in this Addendum is intended to confer, nor shall anything herein confer, upon any person other than Agency, Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.
- f. Interpretation. The provisions of this Addendum shall prevail over any provisions in the Agreement that may conflict or appear inconsistent with any provisions in this Addendum. The interpretation of this Addendum shall be made under the laws of the state of West Virginia.
- **g.** Amendment. The parties agree that to the extent necessary to comply with applicable law they will agree to further amend this Addendum.
- h. Additional Terms and Conditions. Additional discretionary terms may be included in the release order or change order process.

West Virginia Department of

AGREED: Health and Human Resources,
Bureau for Medical Services

Name of Agency: PSYCHOLOGICAL CONSULTATION

Name of Associate: ASSESSMENT, INC.

Signature: Signature: PRESIDENT

Title: PRESIDENT

Form - WVBAA-012004 Amended 06.26.2013

APPROVED AS TO FORM THIS 20 ... Retrick Morrisey

Appendix A

(To be completed by the Agency's Procurement Officer prior to the execution of the Addendum, and shall be made a part of the Addendum. PHI not identified prior to execution of the Addendum may only be added by amending Appendix A and the Addendum, via Change Order.)

Name of Associate:	PSYCHOLOGICAL CONSULTATION & ASSESSMENT, INC.
	West Virginia Department of Health and Human Resources
Name of Agency:	Bureau for Medical Services

Describe the PHI (do not include any <u>actual PHI)</u>. If not applicable, please indicate the same. All types of PHI in paper, electronic, verbal or any other form, including, but not limited to: Data including demographic information, patient names, birthdates, Social Security numbers, Medicaic case identifiers, Managed Care enrollment/dis-enrollment, Primary Care Physician (PCP) selectic change, health status information (e.g. pregnancy status, smoking status, chronic disease status upcoming/recent hospitalizations, third party liability), as well as Mountain Health Choice Health Improvement Plans and Agreements.

West Virginia Ethics Commission Disclosure of Interested Parties to Contracts

(Required by W. Va. Code § 6D-1-2)

Name of Contracting Business Enti	PSYCHOLOGICAL CONSULTATION & ASSESSMENT, INC.		GLASS DRIVE
Maine of Contracting Business End			
		CRO	SS LANES, WV, 25313
Name of Authorized Agent: RICHARD	L. WORKMAN	Address: SAME	
Contract Number: MED13003	Contra	act Description:	PSYCHOLOGICAL CONSULT SERVICES
Governmental agency awarding cor	tract: BUREAU FOR MEDICAL SI	ERVICES	
☐ Check here if this is a Suppleme	ntal Disclosure		
List the Names of Interested Parties to entity for each category below (attach			nticipated by the contracting business
Subcontractors or other entitles	T .	*	ntract
2. Any person or entity who owns a ☑ Check here if none, otherwise lis			olicable to publicly traded entitles)
3. Any person or entity that facilit services related to the negotiation			plicable contract (excluding legal
☑ Check here if none, otherwise list	t entity/individual names be	low.	
Signature:	kman	Date Signed: _/	7/13/2020
Notary Verification			
State of West Virginia	, County of	Kunaw	na
1. Leigh Anna Behrut		, the authori	zed agent of the contracting business
entity listed above, being duly sworn, a penalty of perjury.	acknowledge that the Disck	sure herein is be	eing made under oath and under the
OFFICIAL SEAL Notary Public, State of West Virginia O ATIE SLADE THE SEAL BB&T 520 6th Ave Saint Albans WV 25177. My Commission Expires Feb. 12, 2024	me this 13th	day of July	.7070
be completed by State Agency:	0	Notary Public's S	Signature
Jate Received by State Agency:			,
Date submitted to Ethics Commission: Governmental agency submitting Disck	osure:		
			Revised June 8, 2018

Account Number: WV PSYC 2020 Date: 4/15/20 Initials: LPD

CERTIFICATE OF INSURANCE

ALLIED WORLD INSURANCE COMPANY C/O: American Professional Agency, Inc. 95 Broadway, Amityville, NY 11701 800-421-6694

95 Broadway, Amityville, NY 11701 800-421-6694 This is to certify that the insurance policies specified below have been issued by the company

such policies afford the coverages indicated insofar as such coverages apply to the occupation or business of the Named Insured(s) as stated.

or business of the Named Insured(s) as stated.

THIS CERTIFICATE OF INSURANCE NEITHER AFFIRMATIVELY NOR NEGATIVELY AMENDS, EXTENDS OR ALTERS

THE COVERAGE(S) AFFORDED BY THE POLICY(IES) LISTED ON THIS CERTIFICATE.

indicated above to the insured named herein and that, subject to their provisions and conditions

Name and Address of Named Insured:

PSYCHOLOGICAL CONSULTATION &
ASSESSMENT, INC.
202 GLASS DR
CROSS LANES WV 25313

Additional Named Insureds:
RICHARD L. WORKMAN, M.A.
LINDA O. WORKMAN, M.A.
KERRI LINTON, M.A.
MICHELLE MCFARLAND, M.A.
KRISTEN M. BLANKS, MA

Type of Work Covered: PROFESSIONAL PSYCHOLOGIST

Location of Operations:

N/A

(If different than address listed above)

Claim History:

None

Retroactive date is 07/01/2002

Coverages	Policy	Effective	Expiration	Limits of
	Number	Date	Date	Liability
PROFESSIONAL/ LIABILITY	5011-7995	7/01/20	7/01/21	1,000,000 3,000,000

NOTICE OF CANCELLATION WILL ONLY BE GIVEN TO THE FIRST NAMED INSURED, WHO SHALL ACT ON BEHALF OF ALL INSUREDS WITH RESPECT TO GIVING OR RECEIVING NOTICE OF CANCELLATION.

Comments: Defense Reimbursement Proceedings Limit is \$5,000. 1 ADDL.INS.BELOW: WW BUREAU FOR MEDICAL

WW DOKEAU FOR MEDICA

SVCS

350 CAPTIOL ST.

CHARLESTON WV 25301

This Certificate Issued to:
Name: PSYCHOLOGICAL

PSYCHOLOGICAL CONSULTATION &

ASSESSMENT, INC.

Address:

202 GLASS DR

CROSS LANES WV 25313

APA 00138 00 (06/2014)

Appendix E: Professional Liability Certificate

Authorized Representative

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/06/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED *PRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

PORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). CONTACT Lockio Fitch

PRO	DOGER				NAME:	vacale i it	UII.			
Pay	yne and Garlow Insurance Inc.				PHONE (304) 757-6880 FAX (A/C, No): (304) 757-6894				-6894	
3744 Teays Valley Road					E-MAIL ADDRESS: Jackie@payneandgarlow.com					
Suite 101				INSURER(S) AFFORDING COVERAGE					NAIC#	
Hurricane WV 25526				WV 25526	INSURER A: Erie Insurance Company				26830	
INSURED					INSURER	B: Flagship	City Insurance			35585
PSYCHOLOGICAL CONSULTATION &					INSURER	C:				
	Assessment, Inc				INSURER	D:		1-1:412-2		
	202 GLASS DR				INSURER	E:				
	CROSS LANES			WV 25313-1319	INSURER	F:				
_				NUMBER: CL187310428				REVISION NUMBER:		
C	HIS IS TO CERTIFY THAT THE POLICIES OF II NDICATED. NOTWITHSTANDING ANY REQUIF ERTIFICATE MAY BE ISSUED OR MAY PERTA XCLUSIONS AND CONDITIONS OF SUCH PO	REME JIN, T LICIE	NT, TE HE INS S. LIM	ERM OR CONDITION OF ANY SURANCE AFFORDED BY THE	CONTRAC E POLICIE N REDUCE	OT OR OTHER S DESCRIBER D BY PAID CL	DOCUMENT V DHEREIN IS S AIMS.	WITH RESPECT TO WHICH T	THIS	
INSR LTR	TYPE OF INSURANCE		WVD	POLICY NUMBER		POLICY EFF MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT		
	COMMERCIAL GENERAL LIABILITY				4			EACH OCCURRENCE	\$ 1,000,00	00
	CLAIMS-MADE X OCCUR				1			PREMISES (Ea occurrence)	\$ 1,000,00	00
								MED EXP (Any one person)	\$ 5,000	
Α				Q97-0748887	- 1	07/28/2019	07/28/2020	PERSONAL & ADV INJURY	\$ 1,000,00	
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$ 2,000,00	
	POLICY PRO- LOC							PRODUCTS - COMP/OP AGG	\$ 2,000,00	
	OTHER:	_						COMBINED SINGLE LIMIT	\$	
	AUTOMOBILE LIABILITY				1			(Ea accident)	\$	
	ANY AUTO OWNED SCHEDULED							BODILY INJURY (Per person)	\$	
	AUTOS ONLY AUTOS NON-OWNED							BODILY INJURY (Per accident) PROPERTY DAMAGE	\$	
	AUTOS ONLY AUTOS ONLY							(Per accident)	\$	
	➤ UMBRELLA LÍAB OCCUP	_							e 3,000,00	00
Α	Pyeros usa			Q31-7870023		07/28/2019	07/28/2020	EACH OCCURRENCE		
,,	CLAIIVIS-IVIADE				37,23			AGGREGATE	\$	
	DED RETENTION \$ WORKERS COMPENSATION							➤ PER OTH-	\$	
	AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A Q91-7800177		07/28			E.L. EACH ACCIDENT	\$ 1,000,00	00	
В	OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		Q91-7800177		07/28/2019	07/28/2020	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,00		
	If yes, describe under DESCRIPTION OF OPERATIONS below					İ		E.L. DISEASE - POLICY LIMIT	\$ 1,000,00	
	DEGGRA HON OF OFERWING COM							E.E. DIOD IOE 1 OLIO1 EIMI	<u> </u>	
DESC	CRIPTION OF OPERATIONS / LOCATIONS / VEHICLE	S (AC	ORD 1	01, Additional Remarks Schedule,	may be atta	ched if more sp	ace is required)			
CEF	RTIFICATE HOLDER			10,01	CANCE	LLATION				
<u>Jul</u>	State of West Virginia BMS 350 Capital Street Room 251				SHOUI THE E	LD ANY OF TH XPIRATION D	ATE THEREOF H THE POLICY	SCRIBED POLICIES BE CAN , NOTICE WILL BE DELIVER PROVISIONS.		FORE
	Charleston			WV 25301			Nn.	edy R. Payne		
ACC	ORD 25 (2016/03)		The 4	ACORD name and logo ar	re registe			ACORD CORPORATION.	All rights	reserved.



CERTIFICATE OF INSURANCE

- THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY -CERTIFICATE HOLDER COPY

** AME AND NUMBER OF AGENCY DATE ISSUED

? & GARLOW INSURANCE AGY

, TEAYS VALLEY RD STE 101

EE 1 18 1

06/23/2020

304-757-6880

HURRICANE , WV 25526-9271 NAME AND ADDRESS OF NAMED INSURED NAME AND ADDRESS OF CERTIFICATE HOLDER

PSYCHOLOGICAL CONSULTATION & RICHARD WORKMAN D/B/A 202 GLASS DR CROSS LANES WV 25313-1319

RICHARD WORKMAN 202 GLASS DR CROSS LANES WV 25313-

This is to certify that policies, as indicated by Policy Number below, are in force for the Named Insured at the time that the certificate is being issued

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	- 1	INITS OF INSURANCE	
GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY	Q970748887	07/28/2020	07/28/2021	EACH OCCURRENCE	\$ 1000000	
OCCURRENCE FORM GEN'L AGGREGATE LIMIT APPLIES PER: POLICY ADDITIONAL INSURED				FIRE DAMAGE (Any one premises)	\$ 1000000	
				MED EXP (Any one person	s 5000	
				PERSONAL & ADV INJURY	\$ 1000000	
				GENERAL AGGREGATE	\$ 2000000	
				PRODUCTS-COMP/OP AGO	\$ 2000000	
				BODILY INJURY (EACH PERSON) BODILY INJURY	\$	-
				PROPERTY DAMAGE	s	
				BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$	
				EACH OCCURRENCE		and describe
				AGGREGATE		
WORKERS COMPENSATION	Q917800177	07/28/2020	07/28/2021	STATUTORY		
AND EMPLOYERS LIABILITY				BODILY ACCIDENT INJURY DISEASE BY DISEASE	\$ 1000000	EACH ACCIDENT POLICY LIMIT EACH EMPLOYE

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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ERIE INSURANCE

SEE REVERSE SIDE

AUTHORIZED REPRESENTATIVE Marc Cipicani

UF-1568 09/12

Attachment E: Commercial General Liability Certificates



Home Office • 100 Erie Insurance Place • Erie, Pennsylvania 16530 • (814) 870.2000 Toll Free 1.800.458.0811 • Fax (814) 870.3126 • www.erieinsurance.com

06/23/20

Named Insured and Address:

Agency Name and Number:

PSYCHOLOGICAL CONSULTATION & RICHARD WORKMAN D/B/A 202 GLASS DR CROSS LANES WV 25313-1319

PAYNE & GARLOW INSURANCE AGY EE118

EE1181

Dear Policyholder:

Proof of insurance coverage will be issued to each of the entities listed below. The applicable policy numbers are shown with each name and address. The code next to each policy number indicates the type of insurance coverage shown on the certificate. These codes mean the following:

G = General Liability

W = Workers Compensation and Employers Liability

E = Excess Liability

A = Automobile Liability

A 'Y' under the Additional Insured heading indicates additional insured status.

We would like to confirm the Certificate Holders as currently listed under your policy. Please take a few minutes to review the list below and contact your Agent with any changes.

ERIE appreciates your business and wants to continue to be Above All in Service.

Name and Address	Policy Number(s) & Type of Insurance Code	Additional Insured	
RICHARD WORKMAN 202 GLASS DR CROSS LANES WV 25313	Q970748887 G Q917800177 W	У	