



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

State of West Virginia
Contract

Order Date: 05-01-2024

CORRECT ORDER NUMBER MUST APPEAR
 ON ALL PACKAGES, INVOICES, AND
 SHIPPING PAPERS. QUESTIONS
 CONCERNING THIS ORDER SHOULD BE
 DIRECTED TO THE DEPARTMENT
 CONTACT.

Order Number:	CCT 0511 2539 BSS2400000001 1	Procurement Folder:	1390612
Document Name:	STRUCTURED DECISION MAKING INTAKE ASSESSMENT	Reason for Modification:	
Document Description:	STRUCTURED DECISION MAKING INTAKE ASSESSMENT		
Procurement Type:	Central Sole Source		
Buyer Name:	Crystal G Hustead		
Telephone:	(304) 558-2402		
Email:	crystal.g.hustead@wv.gov		
Shipping Method:	Best Way	Effective Start Date:	2024-05-01
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	2026-04-30

VENDOR		DEPARTMENT CONTACT	
Vendor Customer Code:	VS0000044904	Requestor Name:	Anthony J Walizer
EVIDENT CHANGE 717 John Nolen Dr.		Requestor Phone:	(304) 356-2915
MADISON	WI 53713	Requestor Email:	anthony.j.walizer@wv.gov
US			
Vendor Contact Phone:	8003066223		
Extension:			
Discount Details:			
	Discount Allowed	Discount Percentage	Discount Days
#1	No	0.0000	0
#2	Not Entered		
#3	Not Entered		
#4	Not Entered		

24

FILE LOCATION _____

INVOICE TO	SHIP TO
ADMINISTRATIVE SERVICES ASSISTANT - 304-356-4528 HEALTH AND HUMAN RESOURCES BSS - COMMISSIONER'S OFFICE 350 CAPITOL ST, RM 730 CHARLESTON WV 25301-3711 US	ADMINISTRATIVE SERVICES ASSISTANT - 304-356-4528 HEALTH AND HUMAN RESOURCES BSS - COMMISSIONERS OFFICE 350 CAPITOL ST, RM 730 CHARLESTON WV 25301-3711 US

54246C

Total Order Amount: \$560,500.00

Purchasing Division's File Copy

CH 5/1/24

PURCHASING DIVISION AUTHORIZATION DATE: <i>Tanya Sliby</i> ELECTRONIC SIGNATURE ON FILE	ATTORNEY GENERAL APPROVAL AS TO FORM DATE: <i>John L. Gray</i> ELECTRONIC SIGNATURE ON FILE	ENCUMBRANCE CERTIFICATION DATE: <i>5-2-24</i> ELECTRONIC SIGNATURE ON FILE
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5/2/2024

Extended Description:

THE VENDOR, EVIDENT CHANGE, AGREES TO ENTER WITH THE AGENCY, WEST VIRGINIA DEPARTMENT OF HEALTH AND HUMAN RESOURCES, BUREAU FOR SOCIAL SERVICES (BSS), INTO A CONTRACT FOR THE DEVELOPMENT AND IMPLEMENTATION OF STRUCTURED DECISION MAKING (SDM) INTAKE ASSESSMENT FOR CHILD PROTECTIVE SERVICES PER THE TERMS AND CONDITIONS AND THE VENDOR'S QUOTE DATED 02/28/2024, INCORPORATED HEREIN BY REFERENCE, AND MADE A PART OF HEREOF.

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
1	80101607	1.00000	JOB	15000.000000	\$15,000.00
Service From	Service To	Manufacturer	Model No		
2024-05-01	2025-04-30				

Commodity Line Description: Project planning meetings and background interviews

Extended Description:

Project planning meetings and background interviews. Year One.

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
2	80101607	1.00000	JOB	15000.000000	\$15,000.00
Service From	Service To	Manufacturer	Model No		
2024-05-01	2025-04-30				

Commodity Line Description: Data Acquisition

Extended Description:

Data Acquisition. Year One.

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
3	80101607	1.00000	JOB	33500.000000	\$33,500.00
Service From	Service To	Manufacturer	Model No		
2024-05-01	2025-04-30				

Commodity Line Description: Kickoff meetings and meetings with WV CPS Staff

Extended Description:

Kickoff meetings and meetings with WV CPS Staff. Year One.

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
4	80101607	1.00000	JOB	25000.000000	\$25,000.00
Service From	Service To	Manufacturer	Model No		
2024-05-01	2025-04-30				

Commodity Line Description: Practice and policy review

Extended Description:

Practice and policy review. Year One.

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
5	80101607	1.00000	JOB	25000.000000	\$25,000.00
Service From	Service To	Manufacturer	Model No		
2024-05-01	2025-04-30				

Commodity Line Description: Baseline administrative data analysis

Extended Description:

Baseline administrative data analysis. Year One.

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
6	80101607	1.00000	JOB	40000.000000	\$40,000.00
Service From	Service To	Manufacturer		Model No	
2024-05-01	2025-04-30				

Commodity Line Description: Web-based meetings and workgroup design

Extended Description:

Web-based meetings and workgroup design. Year One.

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
7	80101607	1.00000	JOB	25000.000000	\$25,000.00
Service From	Service To	Manufacturer		Model No	
2024-05-01	2025-04-30				

Commodity Line Description: Project Management

Extended Description:

Project Management. Year One.

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
8	80101607	1.00000	JOB	12000.000000	\$12,000.00
Service From	Service To	Manufacturer		Model No	
2024-05-01	2025-04-30				

Commodity Line Description: Ad hoc onsite technical assistance

Extended Description:

Ad hoc onsite technical assistance. Year One.

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
9	80101607	1.00000	JOB	20000.000000	\$20,000.00
Service From	Service To	Manufacturer		Model No	
2024-05-01	2025-04-30				

Commodity Line Description: CQI and evaluation plan

Extended Description:

CQI and evaluation plan. Year One.

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
10	80101607	1.00000	JOB	25000.000000	\$25,000.00
Service From	Service To	Manufacturer		Model No	
2025-05-01	2026-04-30				

Commodity Line Description: Intake assessment pre-implementation testing

Extended Description:

Intake assessment pre-implementation testing. Year Two.

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
11	80101607	1.00000	JOB	30000.000000	\$30,000.00
Service From	Service To	Manufacturer		Model No	
2025-05-01	2026-04-30				

Commodity Line Description: Training curriculum development and e-learning module

Extended Description:

Training curriculum development and e-learning module. Year Two.

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
12	80101607	1.00000	JOB	25000.000000	\$25,000.00
Service From	Service To	Manufacturer		Model No	
2025-05-01	2026-04-30				

Commodity Line Description: Training for trainers

Extended Description:

Training for trainers. Year Two.

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
13	80101607	1.00000	JOB	28000.000000	\$28,000.00
Service From	Service To	Manufacturer		Model No	
2025-05-01	2026-04-30				

Commodity Line Description: Supervisor training

Extended Description:

Supervisor training. Year Two.

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
14	80101607	1.00000	JOB	35500.000000	\$35,500.00
Service From	Service To	Manufacturer		Model No	
2025-05-01	2026-04-30				

Commodity Line Description: Staff training

Extended Description:

Staff training. Year Two.

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
15	80101607	1.00000	JOB	12000.000000	\$12,000.00
Service From	Service To	Manufacturer		Model No	
2025-05-01	2026-04-30				

Commodity Line Description: Ad hoc onsite technical assistance

Extended Description:

Ad hoc onsite technical assistance. Year Two.

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
16	80101607	1.00000	JOB	49000.000000	\$49,000.00
Service From	Service To	Manufacturer		Model No	
2025-05-01	2026-04-30				

Commodity Line Description: One-time automation implementation

Extended Description:

One-time automation implementation. Year Two.

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
17	80101607	1.00000	JOB	49000.000000	\$49,000.00
Service From	Service To	Manufacturer		Model No	
2025-05-01	2026-04-30				

Commodity Line Description: Integration with WV CCWIS

Extended Description:

Integration with WV CCWIS. Year Two.

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
18	80101607	1.00000	JOB	15000.000000	\$15,000.00
Service From	Service To	Manufacturer		Model No	
2025-05-01	2026-04-30				

Commodity Line Description: Data extracts

Extended Description:

Data extracts. Year Two.

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
19	80101607	1.00000	JOB	15000.000000	\$15,000.00
Service From	Service To	Manufacturer		Model No	
2025-05-01	2026-04-30				

Commodity Line Description: Completion summary reports

Extended Description:

Completion summary reports. Year Two.

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
20	80101607	1.00000	JOB	30000.000000	\$30,000.00
Service From	Service To	Manufacturer		Model No	
2025-05-01	2026-04-30				

Commodity Line Description: First annual hosting and support fee

Extended Description:

First annual hosting and support fee. Year Two.

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
21	80101607	1.00000	JOB	25000.000000	\$25,000.00
Service From	Service To	Manufacturer		Model No	
2025-05-01	2026-04-30				

Commodity Line Description: Qualitative case review post implementation data collection

Extended Description:

Qualitative case review post implementation data collection. Year Two.

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
22	80101607	1.00000	JOB	11500.000000	\$11,500.00
Service From	Service To	Manufacturer		Model No	
2024-05-01	2025-04-30				

Commodity Line Description: Implementation Support

Extended Description:

Evident Change project staff will participate in up to four implementation-support webinars with intake staff and/or supervisors. Project staff will be available by phone, webinar, and email to serve as a resource, clarify content, answer questions, and debrief as needed.

GENERAL TERMS AND CONDITIONS:

- 1. CONTRACTUAL AGREEMENT:** Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, 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: The Initial Contract Term will be for a period of _____
24 months _____. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

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 _____ successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. 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)

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 within _____ days.

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 _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that:

the contract will continue for _____ years;

the 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).

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.

Construction/Project Oversight: This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and continues until the project for which the vendor is providing oversight is complete.

Other: Contract Term specified in _____

4. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

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/Award Document 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.

Construction: This Contract is for construction activity more fully defined in the specifications.

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 in this section must be provided to the Purchasing Division by the Vendor as specified:

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.

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.

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below 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 that insurance requirement is listed in this section.

Vendor must maintain:

Commercial General Liability Insurance in at least an amount of: \$1,000,000.00 per occurrence.

Automobile Liability Insurance in at least an amount of: \$1,000,000.00 per occurrence.

Professional/Malpractice/Errors and Omission Insurance in at least an amount of: _____ per occurrence. Notwithstanding the forgoing, Vendor's are not required to 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 Contract.

Pollution Insurance in an amount of: _____ per occurrence.

Aircraft Liability in an amount of: _____ per occurrence.

9. WORKERS' COMPENSATION INSURANCE: 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. VENUE: All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

11. LIQUIDATED DAMAGES: This clause shall in no way be considered exclusive and shall 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:

_____ for _____.

Liquidated Damages Contained in the Specifications.

Liquidated Damages Are Not Included in this Contract.

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: Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

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, included in the Contract, 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. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

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 regarding 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 www.state.wv.us/admin/purchase/privacy.

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 NON-CONFLICT: Neither Vendor nor its representatives are permitted to have any interest, nor shall they 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.

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. NO DEBT CERTIFICATION: 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. By submitting a bid, or entering into a contract with the State, Vendor is affirming 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, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

38. 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.

39. 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 purchasing.division@wv.gov.

40. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, 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. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

41. 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.
- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
 1. 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
 2. 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.

42. 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 “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.

43. 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 disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work 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.

44. **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.

45. **VOID CONTRACT CLAUSES:** This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

46. **ISRAEL BOYCOTT:** Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of this contract.

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

(Printed Name and Title) Debra S Paulus, Finance & Contracts Manager

(Address) 717 John Nolen Drive, Madison, WI 53713


(Phone Number) / (Fax Number) 800.306.6223

(email address) dpaul s@evidentchange.org

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract 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/Contract 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 this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; 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; 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.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

Evident Change

(Company) 

(Signature of Authorized Representative)

Mindy Rowland, Chief Legal & Operating Officer 3/29/24

(Printed Name and Title of Authorized Representative) (Date)

800.306.6223

(Phone Number) (Fax Number)

mrowland@evidentchange.org

(Email Address)



WEST VIRGINIA DEPARTMENT OF
**HUMAN
SERVICES**

STATE OF WEST VIRGINIA
DEPARTMENT OF HUMAN SERVICES
BUREAU FOR SOCIAL SERVICES

Cynthia A. Persily, Ph.D.
Cabinet Secretary

Jeffrey Pack
Commissioner

MEMORANDUM

TO: OSA Purchasing

FROM: Susan Richards, Deputy Commissioner of Quality Initiatives *smr*

RE: Evident Change Intake Assessment Proposal: DoHS 0511 / Bureau for Social Services

DATE: 3/25/2014

The West Virginia Department of Human Resources/Bureau for Social Services (BSS) is proposing to implement a new intake assessment for Child Protective Services using the structured decision-making model (SDM) developed and owned by Evident Change. The SDM model is an evidence- and research-based system that uses structured assessments to improve the consistency and validity of each decision that is made and assists agencies and workers to meet the goal of promoting the ongoing safety and well-being of children. This revision to the intake assessment process will allow greater accuracy, consistency, and equity in decision-making about screening and prioritizing referrals through Centralized Intake and will create a mechanism to defer referrals to community-based and prevention services through a CPS differential response. We are proposing to work with Evident Change to design, build, test, implement, and evaluate the new intake assessment model based on West Virginia law, rules and regulations, policies, and procedures.





PROPOSAL TO IMPLEMENT THE SDM[®] INTAKE ASSESSMENT FOR CHILD PROTECTIVE SERVICES

Scope of Work for the West Virginia Department of Health and Human Resources

Submitted August 17, 2023

Resubmitted February 28, 2024

A two-year scope of work

BACKGROUND

For more than 25 years, Evident Change has supported the Structured Decision Making[®] (SDM) system's development and implementation for national and international child welfare agencies. The SDM[®] system includes a series of evidence-based assessments used at key points in child protection casework to support staff in making consistent, accurate, and equitable decisions throughout their work with families. The SDM system also allows organizations to better understand their data, manage limited resources, and direct resources to families most in need.

Using SDM assessment development and implementation, Evident Change works with agencies to integrate family-centered, strengths-focused, and safety-oriented social work practice.

This proposal builds on a series of discussions between Evident Change, the West Virginia Department of Health and Human Resources Child Protective Services (WV CPS), and Casey Family Programs (CFP). It includes project goals, strategies, and deliverables to improve decision-making reliability and validity during child protection intake and screening activities.

PROJECT GOALS

Evident Change staff will focus on the following.

- Developing clear policy and procedures for the SDM intake assessment completion to apply uniformly across West Virginia (WV) CPS practice.
- Designing and implementing the intake assessment and an overall approach to child protection screening and intake decision making.
- Enhancing WV CPS staff's overall screening skills through training.
- Creating organizational structures, partnerships, and practices that will support uptake of assessment and practice changes and support data use in decision making.
- Working with WV CPS to evaluate intake assessment implementation through qualitative and quantitative measures.

PROPOSED PROJECT

To increase the accuracy, consistency, and equity of WV CPS intake staff decision making, Evident Change proposes to work with WV CPS to design and implement the SDM intake assessment. The SDM intake assessment has two main components: screening and response priority. Additional sections can be incorporated into the intake assessment to pre-screen report for jurisdictional authority (e.g., age of alleged victim, relationship of alleged person of concern, and other criteria as specified by WV statute and regulation) and support the decision of referring screened out reports for preventions services or not.

Sections of the assessment: When a report alleging child maltreatment is received, the screening component supports a worker's decision about whether the situation requires a child protection response. *Screening thresholds* are based on local legal and regulatory requirements. This assessment helps workers by operationalizing these requirements for increased consistency.

If a response is needed, the *response priority section* assists workers in determining how quickly contact must be made with the family to begin an investigation. This helps ensure that when immediate danger is likely, a rapid response is initiated and that, when possible, referrals are assigned for a delayed response to better manage agency resources.

A third section can be added to determine whether a screened-out referral can receive a referral to a particular *prevention or diversion* service.

WV CPS will identify key leaders and experts to serve as resources and decision makers for the SDM implementation project. To proceed with designing and implementing the SDM intake assessment, the following groups must be in place.

- An **SDM leadership team** composed of five to 10 upper-level representatives from WV CPS, participating counties/regions, and tribes. This team will help shape the starting point for the workgroup, review the workgroup's product, and have the authority to approve project deliverables, including the final version of the assessment.
- An **SDM workgroup** composed of a cross section of 15 to 25 representatives from WV CPS, counties/regions, and tribes, including frontline workers and supervisors/managers. This group also should include representatives of the courts and those with lived experience of child protection in West Virginia. The group will take part in project webinars, design sessions, inter-rater reliability (IRR) testing, and field test activities. Ideally, the SDM workgroup will become the state's expert group and will (1) use their knowledge of West Virginia CPS practice to inform implementation and (2) develop their knowledge of the SDM system to support ongoing implementation efforts.

PROJECT DESCRIPTION AND DELIVERABLES

PROJECT PLANNING AND START-UP

Evident Change project staff will conduct the following activities to orient the leadership team and begin the project.

- **Project planning meetings.** Upon contract execution, the Evident Change project team will schedule initial project planning discussions by phone or web to introduce the project team, describe roles and responsibilities, and outline project deliverables and timelines.
- **Background interviews.** Evident Change will conduct phone interviews with the identified leadership team to collect information and feedback about current WV CPS intake practices and processes.

Cost for planning meetings and interviews: \$15,000

- **Data acquisition.** Administrative data analytics are critical to understanding current system functioning and establishing baseline intake measures. During pre-planning, Evident Change and WV CPS administrative bodies and IT staff will work together to establish a secure data-sharing agreement and protocol, and WV CPS will exchange or grant Evident Change access to administrative data. After data are available, Evident Change will conduct a thorough data intake process to ensure understanding and completeness of the system data. Data acquisition is complete when Evident Change has obtained all data required for analyses. During subsequent phases of the project, Evident Change staff will analyze the data to support the implementation process. The initial data exchange will also streamline a data-exchange protocol that can be repeated throughout the project.

Note: Any delay in the data acquisition process past Month 3 of the contract will require Evident Change to design the intake assessment without the use of administrative data or will require Evident Change to pause the development of the intake assessment.

Cost for data acquisition: \$15,000

PROJECT KICKOFF MEETINGS

Evident Change project staff will facilitate two days of activities that include the following.

- **Kickoff meeting.** Evident Change will conduct a one-day kickoff meeting with the designated WV CPS project team and key individuals to provide an overview of the SDM system design principles, the intake assessment, and project activities. Evident Change will provide the WV CPS project team with an overview of the preliminary work breakdown structure for all planned project activities.
- **Meetings with WV CPS staff.** Evident Change staff will meet with WV CPS internal IT, research, intake, and data services staff representatives to orient Evident Change staff to current administrative data systems and capabilities, review administrative data elements, and review any existing practice analysis already completed related to intake decision making.

Cost: \$33,500

PRE-IMPLEMENTATION DISCOVERY ACTIVITIES

The SDM system provides agencies and staff with a structure for supporting critical decisions throughout the life of a case. Using qualitative and quantitative data, Evident Change and WV CPS will work to quantify current practice and forecast the operability or impact of SDM system implementation. Evident Change and WV CPS will hear from staff and key individuals about current practice and conduct a pre-implementation analysis of existing administrative data. This will allow WV CPS and Evident Change

staff to develop a data-informed understanding of current practice that will help prepare for the upcoming tool development.

- **Practice review.** Evident Change and WV CPS staff will select one or two pre-implementation data collection strategies and begin gathering practice-specific data prior to assessment design to help determine implementation benchmarks. These strategies may include focus group sessions with intake workers and supervisors; a survey of intake workers, supervisors, and managers to gather broad perspectives on intake decisions and practices; process mapping; or other strategies.
- **Policy review.** Evident Change will conduct a review of relevant statutes and policy pertaining to CPS intake and screening in West Virginia, existing forms/assessments and training modules, and all relevant reports describing operations, issues, or findings regarding CPS programs. Evident Change will deliver a written memo summarizing the evaluation plan and the policy review.

Cost for practice and policy review: $\sqrt{\$25,000}$

- **Baseline administrative data analysis.** If data from WV CPS can be shared with Evident Change, Evident Change will develop an analytics plan to quantify the current reporting and intake process. This may include an examination of the current overall intake decision-making process and for meaningful subpopulations (e.g., by race/ethnicity, or reporter type) and trends over time. These data will serve as baseline measures for key groups, WV CPS leadership, and evaluation and implementation reporting. Baseline analytics will be summarized in a presentation or a written summary. Note that the ability to do this baseline administrative data analysis is dependent on successfully completing the data acquisition process during the project planning process described above.

Cost for data analysis: $\sqrt{\$25,000}$

INTAKE ASSESSMENT DESIGN

Evident Change project staff will work with WV CPS staff to design an SDM intake assessment for CPS. Evident Change's role is to familiarize local staff with the goals, principles, and procedures of the SDM intake assessment process and to guide development of local policies and procedures for CPS use.

Evident Change project staff will facilitate the assessment design process with the SDM workgroup over a series of both web-based sessions and onsite sessions in a central location. The workgroup will draft the assessment in preparation for IRR testing, draft policies and procedures for implementation, and recommend how to integrate best practices in the field with the SDM intake assessment.

- **Web-based meetings.** Evident Change will conduct up to three two-hour, web-based meetings with the SDM workgroup to provide an assessment overview and describe the assessment design process.
- **Workgroup design sessions.** Evident Change will conduct one two-day session with the SDM workgroup to design and finalize the SDM intake assessment in preparation for testing.

After design, Evident Change will deliver a draft intake assessment in preparation for IRR testing.

Cost: \$40,000

PRE-IMPLEMENTATION TESTING

Pre-implementation testing—in some combination of IRR and/or field testing—is a critical component of the assessment development process: It ensures that the assessment design and item definitions yield expected results across workers. IRR testing involves participants reading a series of case example vignettes and completing assessments as they would if they encountered those cases in the course of their work. Field testing involves staff who practice completing the assessment on their cases and offer their feedback prior to implementation.

Evident Change and the SDM leadership team will decide how to apply this deliverable based on the development process and how this assessment compares with SDM intake assessments that Evident Change has implemented in other locations.

Evident Change will deliver a written memo summarizing the testing data and recommendations for assessment finalization.

Cost: \$25,000

CURRICULUM DEVELOPMENT

Evident Change's training curriculum should be delivered in a workshop format and focuses on enhancing social work practice skills while connecting those practices to accurate assessment completion. Practices such as engaging the reporter, asking focused questions, using critical thinking skills, and using supervision strategies are integrated into all training and curriculum materials.

- **Caseworker curriculum.** The one-day classroom training session includes integrated content on assessment completion and practice skills. Materials include the policy and procedures (P&P) manual and a participant guide containing the PowerPoint training slides, handouts for small-group exercises, and case practice vignettes.

- **Supervisor curriculum.** The two-day classroom training session includes the P&P manual, participant guide, and a supervisor participant guide, which will include the PowerPoint slides, handouts for small-group exercises, case practice vignettes, and material and activities connected to specific supervision strategies.
- **Training-for-trainers curriculum.** This three-day classroom training session includes all content from the supervisor course, along with an additional day devoted to discussion on transfer of learning, planning, and practice. Materials include the P&P manual, participant guide, supervisor participant guide, and a trainer manual, which will include training agendas, annotated PowerPoint slides, practice keys, and training tips.
- **E-Learning Module.** This e-learning module will serve as an introduction to the SDM intake assessment, which complements the trainings described in the Training section below. The module will include an intake assessment summary and key concepts, screen mock-ups, and embedded quiz questions. WV CPS will be responsible for uploading and integrating the content to their preferred e-learning platform.

Evident Change will deliver training materials prior to the training session(s).

Cost: \$30,000

TRAINING

The following include a training strategy to support WV staff in learning the new assessment and best practices for use.

Training for Trainers

Evident Change project staff will deliver a three-day training-for-trainers curriculum for up to 30 participants. On Days 1 and 2, project staff will present the caseworker and supervisor training curricula to trainers; this will include supervision practices and strategies that will support strong implementation and ongoing assessment use, along with group discussion. Day 3 will include transfer-of-learning discussions, trainer planning and practice time, and discussion of any needed curriculum edits.

Cost: \$25,000

Supervisor Training Delivered by Evident Change

Evident Change project staff will deliver two, two-day trainings for up to 30 supervisors. On Day 1, Evident Change staff will present the curriculum designed for caseworkers. On Day 2, Evident Change staff will focus on supervisor support, including instruction and discussion related to supervision practices, strategies to support strong implementation and assessment use in casework, and frequently asked questions.

Cost for two, two-day sessions in one week: ¹ \$28,000

Staff Training

Evident Change project staff will deliver up to four one-day training sessions for up to 30 caseworker participants per session. The session will cover assessment concepts and appropriate completion.

Cost for four one-day sessions in one week: ¹ \$35,500

IMPLEMENTATION SUPPORT

Evident Change project staff will participate in up to four implementation-support webinars with intake staff and/or supervisors. Project staff will be available by phone, webinar, and email to serve as a resource, clarify content, answer questions, and debrief as needed.

Cost: \$11,500

PROJECT MANAGEMENT

The Evident Change project manager will provide ongoing oversight through project status meetings, calls, and monthly project status reports.

Cost: ¹ \$25,000

AD HOC ONSITE TECHNICAL ASSISTANCE

One Evident Change staff will provide an extra two days of onsite assistance only if needed and for purposes to be decided later. This item will only be charged if used.

Cost: ¹ \$12,000

Note: Costs for this deliverable would be invoiced in both Year 1 and Year 2, so this additional trip could occur either year.

SDM AUTOMATION

Agencies implementing the SDM system invest a great deal of time and resources into designing the SDM tools, policies, workflows, and practice guidelines to meet their specific needs and goals. Successful implementation requires an automated solution that is equally designed around an agency's specific needs and goals.

To ensure successful and appropriate implementation of the SDM system, Evident Change must be involved in the automation process. The following describes the work Evident Change will do to accomplish this.

SDM ASSESSMENT AUTOMATION HOSTED BY EVIDENT CHANGE AND INTEGRATED INTO THE WV CCWIS SYSTEM

Evident Change will design, develop, automate, and support a web-based version of the intake assessment on a cloud-based server platform. This secure site automates the assessment's structure and decision trees, allowing the user to complete the assessment tool and generate a response time and type.

Implementation and subscription costs associated with intake tool automation cover (1) initial department configuration in the Evident Change portal, (2) assessment automation within the Evident Change portal, (3) integration with the WV CCWIS system, (4) application support, and (5) application maintenance.

Please note that successful completion of this work is reliant on the WV CCWIS provider collaboration and their timeline.

Specifically, costs associated with automation include the following.

One-Time Automation Implementation

Costs include configuration and setup of WV CPS staff in the Evident Change portal and automation of the customized intake assessment.

Cost: \$49,000

Integration with WV CCWIS

Evident Change will work to integrate the automated portal directly into the WV CCWIS. This will require regular feeds going back and forth between the Evident Change portal and the WV CCWIS. Work will include setting up single sign-on (SSO) integration and API integration. Costs include the following.

<i>Cost for single sign-on:</i>	<i>\$12,000</i>
<i>Cost for API integration configuration:</i>	<i>\$25,000</i>
<i>Cost for client CMS final integration:</i>	<i><u>\$12,000</u></i>
<i>Total cost for Integration with WV CCWIS:</i>	<i>↓ \$49,000</i>

Data and Reporting

Evident Change will send regular data extracts to WV leadership on a prearranged schedule.

Cost for data: ↓ *\$15,000*

The Evident Change portal will include a regular completion summary report that WV administrators will be able to access. This will include data such as number of reports created, types of allegations, and types of response times and in what regions.

Cost for reporting: ↓ *\$15,000*

Annual Application Hosting and Support

Evident Change will host the application and provide access to all future software releases, including new features, improvements, and bug fixes. The hosted platform infrastructure will be fully redundant and highly available. Minor updates to the intake assessment are included in the hosting and maintenance costs—based on changes in agency policy and practice—when approved by Evident Change. New training, workgroups, or major revisions to the assessment would require a new proposal.

Annual Fee: ↓ *\$30,000*

SDM EVALUATION AND CONTINUOUS QUALITY IMPROVEMENT

IMPLEMENTATION EVALUATION (TO BE INCLUDED IN THIS CONTRACT OR FUTURE CONTRACT)

Evident Change and WV CPS leadership team will co-create a continuous quality improvement (CQI) and evaluation plan that can be used to evaluate implementation, SDM system fidelity, and impact. Evident Change will conduct evaluation six to 12 months after implementation and collect data from multiple sources. Data collection approaches (e.g., staff survey, a review of case samples) will be determined by WV CPS and Evident Change based on the initial evaluation plan. Following the agreed-upon evaluation methods and upon completion of the evaluation activities, Evident Change will deliver a memo summarizing findings. Potential evaluation methods are listed below with estimated costs.

Note: If this contract cannot be long enough to encompass the timeline for these activities, it may make more sense for the implementation evaluation deliverables to be a part of a future contract.

- **Development of CQI and evaluation plan.** Prior to implementation, Evident Change and WV CPS leadership will co-create a CQI and evaluation plan. The plan will document a shared vision of success for the SDM intake assessment in West Virginia based on the established goals. Evident Change will facilitate discussion on evaluation strategies and benchmarks to measure implementation success and ensure accurate, consistent, and equitable decision making. This plan may include methods such as survey data collection and analysis, administrative data analysis, process mapping, etc. Findings will be shared in a presentation or written summary. Note: This plan could be completed at the same time as kickoff activities.

Cost for CQI and evaluation plan: ~~√~~\$20,000

- **Qualitative case reviews.** The purpose of qualitative case reviews is to gain early views of fidelity assessment implementation and provide feedback as needed. Following implementation, Evident Change will conduct case reading of a sample of completed intake assessments over two days.
- **Post-implementation data collection.** WV CPS and Evident Change will collaborate to choose post-implementation data collection methods to determine the extent to which implementation goals were successful. Data collection may include surveys, focus groups, or other methods designed to track and monitor SDM intake evaluation measures.

Cost for case reviews and data collection:) \$25,000

- **SDM implementation analysis.** Approximately nine to 14 months after statewide implementation of the intake assessment, Evident Change staff will conduct an SDM implementation analysis to provide WV CPS leadership with a data-informed understanding and baseline measures of SDM intake assessment implementation. The report will identify key findings and pose critical questions for quality implementation, and it will identify areas on which to focus improvement efforts during future training and/or coaching. The implementation analysis will require a new data extract similar to the one provided for the baseline analysis, plus SDM intake assessment data. Implementation analysis findings will be shared in a presentation or written summary.

Cost for implementation analysis: \$26,000

Note: This implementation analysis will likely not be able to take place in Year 2, so it can be removed from the final contract. Evident Change is leaving it in the scope of work for now as it is an important activity to ensure a successful implementation.

See note on other page *

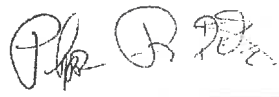
EVIDENT CHANGE INTELLECTUAL PROPERTY RIGHTS LANGUAGE

The following language is required in all Evident Change contracts.

Evident Change has developed and owns all intellectual property rights, title, and interest, including copyrights in Structured Decision Making® (SDM), a case management decision-making protocol for child protective services, adult protective services, family prevention services, and substitute care providers consisting of various components, including but not limited to screening criteria, risk assessment, policies, procedures, manuals, and software.

Except as expressly permitted in this agreement, Evident Change does not permit West Virginia Department of Child Protection Services (WV CPS), nor will WV CPS permit any third parties, to do any of the following: (1) modify, disassemble, decompile, or reverse engineer the SDM tools; (2) automate SDM tools; or (3) copy, transfer, license, sublicense, distribute, or use the SDM tools in any manner, other than as expressly contemplated under this agreement.

WV CPS further acknowledges and agrees that Evident Change owns and shall retain all rights, title, and ownership in and to the SDM system, including, without limitation, all copyrights, moral rights, patents, trade secrets, trademarks, trade dress, and other intellectual property rights it holds therein, subject to this agreement.

Signature: 

BUDGET OVERVIEW YEAR 1

DELIVERABLE	COSTS
Project planning, start-up, and kickoff	
Project planning meetings and background interviews	\$15,000
Data Acquisition	\$15,000
Kickoff meetings and meetings with WV CPS staff	\$33,500
Pre-implementation discovery activities	
Practice and policy review	\$25,000
Baseline administrative data analysis	\$25,000
Intake assessment design	
Web-based meetings and workgroup design	\$40,000
Other deliverables	
Project management	\$25,000
Ad hoc onsite technical assistance	\$12,000
SDM evaluation and Continuous Quality Improvement (including in this contract or in the future)	
CQI and evaluation plan	\$20,000
Total Anticipated Costs Year 1	\$210,500

BUDGET OVERVIEW YEAR 2

DELIVERABLE	COSTS
Intake assessment design	
Intake assessment pre-implementation testing	\$25,000
Curriculum development	
Caseworker, supervisor, training-for-trainers curriculum development, and e-learning module	\$30,000
Intake assessment training	
Training for trainers	\$25,000
Supervisor training	\$28,000 two two-day sessions
Staff training	\$35,500 four one-day sessions
Other deliverables	
Ad hoc onsite technical assistance	\$12,000
SDM automation implementation	
One-time automation implementation	\$49,000
Integration with WV CCWIS	\$49,000
Data extracts	\$15,000

DELIVERABLE	COSTS
Completion summary reports	\$15,000
First annual hosting and support fee	\$30,000
SDM evaluation and Continuous Quality Improvement (including in this contract or in the future)	
Qualitative case review and post-implementation data collection	\$25,000
Total Anticipated Costs Year 2	\$338,500
<i>SDM implementation analysis</i>	
<i>Presentation or management report of results*</i>	\$26,000

*Note: This implementation analysis will likely not be able to take place in Year 2, so it can be removed from the final contract. Evident Change is leaving it in the scope of work for now as it is an important activity to ensure a successful implementation.

ACTIVITIES	MONTHS BEGINNING AFTER CONTRACT FINALIZATION																							
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
Project planning, start-up, and kickoff																								
Overall phase	■	■	■	■																				
Project planning meetings	■	■	■	■																				
Data acquisition	■	■	■	■																				
Background interviews	■	■	■	■																				
Stakeholder kickoff meeting	■	■	■	■																				
Meetings with WV CPS staff	■	■	■	■																				
Pre-implementation discovery activities																								
Overall phase					■	■	■	■	■															
Policy review					■	■	■	■	■															
Practice review					■	■	■	■	■															
Baseline administrative data analysis					■	■	■	■	■															
Intake assessment design																								
Overall phase										■	■	■	■	■	■	■	■	■	■	■				
Web-based meetings										■	■	■	■	■	■	■	■	■	■	■				
Workgroup design sessions										■	■	■	■	■	■	■	■	■	■	■				
Pre-implementation testing												■	■	■	■	■	■	■	■	■				
Final manual																■	■	■	■	■				
Training and curriculum development																								
Curriculum development and selected training approach	Curriculum development will commence as soon as there is a final manual approved. This can occur at the same time the SDM automation is occurring (see below, likely months 17–20). Training can commence once there is a clear ‘go live date’ for the web application that all are confident in – training should occur roughly around the same time as the deployment of the web-based application.																							
SDM automation																								
Automation	SDM automation timeline work can begin as soon as the assessment of the design is completed. Automation takes three months from completion of a final manual, so would likely take place Months 17–20 in this timeline.																							

ACTIVITIES	MONTHS BEGINNING AFTER CONTRACT FINALIZATION																							
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
Post-implementation evaluation (some of these activities may need to take place outside of the 24-month timeline)																								
Goal setting and CQI plan development	Will take place alongside the pre-implementation discovery activities if selected																							
Qualitative case reviews and post-implementation data collection	Six to 12 months post-implementation; may need to be in a future SOW if this cannot be a three-year contract																							
SDM implementation analysis (results shared in a presentation or management report)	Approximately nine to 14 months after statewide implementation. This deliverable may need to be in a future SOW if this cannot be a three-year contract.																							

FEDERAL FUNDS ADDENDUM
2 C.F.R. §§ 200.317 – 200.327

Purpose: This addendum is intended to modify the solicitation in an attempt to make the contract compliant with the requirements of 2 C.F.R. §§ 200.317 through 200.327 relating to the expenditure of certain federal funds. This solicitation will allow the State to obtain one or more contracts that satisfy standard state procurement, state federal funds procurement, and county/local federal funds procurement requirements.

Instructions: Vendors who are willing to extend their contract to procurements with federal funds and the requirements that go along with doing so, should sign the attached document identified as: “REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317)”

Should the awarded vendor be unwilling to extend the contract to federal funds procurement, the State reserves the right to award additional contracts to vendors that can and are willing to meet federal funds procurement requirements.

Changes to Specifications: Vendors should consider this solicitation as containing two separate solicitations, one for state level procurement and one for county/local procurement.

State Level: In the first solicitation, bid responses will be evaluated with applicable preferences identified in sections 15, 15A, and 16 of the “Instructions to Vendors Submitting Bids” to establish a contract for both standard state procurements and state federal funds procurements.

County Level: In the second solicitation, bid responses will be evaluated with applicable preferences identified in Sections 15, 15A, and 16 of the “Instructions to Vendors Submitting Bids” omitted to establish a contract for County/Local federal funds procurement.

Award: If the two evaluations result in the same vendor being identified as the winning bidder, the two solicitations will be combined into a single contract award. If the evaluations result in a different bidder being identified as the winning bidder, multiple contracts may be awarded. The State reserves the right to award to multiple different entities should it be required to satisfy standard state procurement, state federal funds procurement, and county/local federal funds procurement requirements.

State Government Use Caution: State agencies planning to utilize this contract for procurements subject to the above identified federal regulations should first consult with the federal agency providing the applicable funding to ensure the contract is compliant.

County/Local Government Use Caution: County and Local government entities planning to utilize this contract for procurements subject to the above identified federal regulation should first consult with the federal agency providing the applicable funding to ensure the contract is compliant. For purposes of County/Local government use, the solicitation resulting in this contract was conducted in accordance with the procurement laws, rules, and procedures governing the West Virginia Department of Administration, Purchasing Division, except that vendor preference has been omitted for County/Local use purposes and the contract terms contained in the document entitled “REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317)” have been added. 🐦

FEDERAL FUNDS ADDENDUM

REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317):

The State of West Virginia Department of Administration, Purchasing Division, and the Vendor awarded this Contract intend that this Contract be compliant with the requirements of the Procurement Standards contained in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements found in 2 C.F.R. § 200.317, et seq. for procurements conducted by a Non-Federal Entity. Accordingly, the Parties agree that the following provisions are included in the Contract.

1. MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS: (2 C.F.R. § 200.321)

- a. The State confirms that it has taken all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Those affirmative steps include:
 - (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 - (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
 - (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) above.
- b. Vendor confirms that if it utilizes subcontractors, it will take the same affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

2. DOMESTIC PREFERENCES: (2 C.F.R. § 200.322)

- a. The State confirms that as appropriate and to the extent consistent with law, it has, to the greatest extent practicable under a Federal award, provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United

States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

b. Vendor confirms that will include the requirements of this Section 2. Domestic Preference in all subawards including all contracts and purchase orders for work or products under this award.

c. Definitions: For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

3. BREACH OF CONTRACT REMEDIES AND PENALTIES:
(2 C.F.R. § 200.327 and Appendix II)

(a) The provisions of West Virginia Code of State Rules § 148-1-5 provide for breach of contract remedies, and penalties. A copy of that rule is attached hereto as Exhibit A and expressly incorporated herein by reference.

4. TERMINATION FOR CAUSE AND CONVENIENCE:
(2 C.F.R. § 200.327 and Appendix II)

(a) The provisions of West Virginia Code of State Rules § 148-1-5 govern Contract termination. A copy of that rule is attached hereto as Exhibit A and expressly incorporated herein by reference.

5. EQUAL EMPLOYMENT OPPORTUNITY:
(2 C.F.R. § 200.327 and Appendix II)

Except as otherwise provided under 41 CFR Part 60, and if this contract meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3, this contract includes the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

6. DAVIS-BACON WAGE RATES:
(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that if this Contract includes construction, all construction work in excess of \$2,000 will be completed and paid for in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must:

- (a) pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- (b) pay wages not less than once a week.

A copy of the current prevailing wage determination issued by the Department of Labor is attached hereto as Exhibit B. The decision to award a contract or subcontract is conditioned upon the acceptance of the wage determination. The State will report all suspected or reported violations to the Federal awarding agency.

7. ANTI-KICKBACK ACT:
(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that it will comply with the Copeland Anti-KickBack Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). Accordingly, Vendor, Subcontractors, and anyone performing under this contract are prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The State must report all suspected or reported violations to the Federal awarding agency.

8. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT
(2 C.F.R. § 200.327 and Appendix II)

Where applicable, and only for contracts awarded by the State in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

9. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.
(2 C.F.R. § 200.327 and Appendix II)

If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

10. CLEAN AIR ACT
(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that if this contract exceeds \$150,000, Vendor is to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

11. DEBARMENT AND SUSPENSION
(2 C.F.R. § 200.327 and Appendix II)

The State will not award to any vendor that is listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

12. BYRD ANTI-LOBBYING AMENDMENT
(2 C.F.R. § 200.327 and Appendix II)

Vendors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

13. PROCUREMENT OF RECOVERED MATERIALS

(2 C.F.R. § 200.327 and Appendix II; 2 C.F.R. § 200.323)

Vendor agrees that it and the State must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

14. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

(2 C.F.R. § 200.327 and Appendix II; 2 CFR § 200.216)

Vendor and State agree that both are prohibited from obligating or expending funds under this Contract to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

State of West Virginia

Vendor Name: Evident Change

By: Tony Walizer

By: Mindy Rowland

Printed Name: Tony Walizer

Printed Name: Mindy Rowland

Title: BSS Purchasing Director

Title: CLOO

Date: 4/1/24

Date: 3/29/24

**EXHIBIT A To:
REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY
CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317):**

W. Va. CSR § 148-1-5

West Virginia Code of State Rules
Title 148. Department of Administration
Legislative Rule (Ser. 1)
Series 1. Purchasing

W. Va. Code St. R. § 148-1-5
§ 148-1-5. Remedies.
Currentness

5.1. The Director may require that the spending unit attempt to resolve any issues that it may have with the vendor prior to pursuing a remedy contained herein. The spending unit must document any resolution efforts and provide copies of those documents to the Purchasing Division.

5.2. Contract Cancellation.

5.2.1. Cancellation. The Director may cancel a purchase or contract immediately under any one of the following conditions including, but not limited to:

5.2.1.a. The vendor agrees to the cancellation;

5.2.1.b. The vendor has obtained the contract by fraud, collusion, conspiracy, or is in conflict with any statutory or constitutional provision of the State of West Virginia;

5.2.1.c. Failure to honor any contractual term or condition or to honor standard commercial practices;

5.2.1.d. The existence of an organizational conflict of interest is identified;

5.2.1.e. Funds are not appropriated or an appropriation is discontinued by the legislature for the acquisition;

5.2.1.f. Violation of any federal, state, or local law, regulation, or ordinance, and

5.2.1.g. The contract was awarded in error.

5.2.2. The Director may cancel a purchase or contract for any reason or no reason, upon providing

the vendor with 30 days' notice of the cancellation.

5.2.3. Opportunity to Cure. In the event that a vendor fails to honor any contractual term or condition, or violates any provision of federal, state, or local law, regulation, or ordinance, the Director may request that the vendor remedy the contract breach or legal violation within a time frame the Director determines to be appropriate. If the vendor fails to remedy the contract breach or legal violation or the Director determines, at his or her sole discretion, that such a request is unlikely to yield a satisfactory result, then he or she may cancel immediately without providing the vendor an opportunity to perform a remedy.

5.2.4. Re-Award. The Director may award the cancelled contract to the next lowest responsible bidder (or next highest scoring bidder if best value procurement) without a subsequent solicitation if the following conditions are met:

5.2.4.a. The next lowest responsible bidder (or next highest scoring bidder if best value procurement) is able to perform at the price contained in its original bid submission, and

5.2.4.b. The contract is an open-end contract, a one-time purchase contract, or a contract for work which has not yet commenced.

Award to the next lowest responsible bidder (or next highest scoring bidder if best value procurement) will not be an option if the vendor's failure has in any way increased or significantly changed the scope of the original contract. The vendor failing to honor contractual and legal obligations is responsible for any increase in cost the state incurs as a result of the re-award.

5.3. Non-Responsible. If the Director believes that a vendor may be non-responsible, the Director may request that a vendor or spending unit provide evidence that the vendor either does or does not have the capability to fully perform the contract requirements, and the integrity and reliability necessary to assure good faith performance. If the Director determines that the vendor is non-responsible, the Director shall reject that vendor's bid and shall not award the contract to that vendor. A determination of non-responsibility must be evaluated on a case-by-case basis and can only be made after the vendor in question has submitted a bid. A determination of non-responsibility will only extend to the contract for which the vendor has submitted a bid and does not operate as a bar against submitting future bids.

5.4. Suspension.

5.4.1. The Director may suspend, for a period not to exceed 1 year, the right of a vendor to bid on

procurements issued by the Purchasing Division or any state spending unit under its authority if:

5.4.1.a. The vendor has submitted a bid and then requested that its bid be withdrawn after bids have been publicly opened.

5.4.1.b. The vendor has exhibited poor performance in fulfilling his or her contractual obligations to the State. Poor performance includes, but is not limited to any of the following: violations of law, regulation, or ordinance; failure to deliver timely; failure to deliver quantities ordered; poor performance reports; or failure to deliver commodities, services, or printing at the quality level required by the contract.

5.4.1.c. The vendor has breached a contract issued by the Purchasing Division or any state spending unit under its authority and refuses to remedy that breach.

5.4.1.d. The vendor's actions have given rise to one or more of the grounds for debarment listed in W. Va. Code § 5A-3-33d.

5.4.2. Vendor suspension for the reasons listed in section 5.4 above shall occur as follows:

5.4.2.a. Upon a determination by the Director that a suspension is warranted, the Director will serve a notice of suspension to the vendor.

5.4.2.b. A notice of suspension must inform the vendor:

5.4.2.b.1. Of the grounds for the suspension;

5.4.2.b.2. Of the duration of the suspension;

5.4.2.b.3. Of the right to request a hearing contesting the suspension;

5.4.2.b.4. That a request for a hearing must be served on the Director no later than 5 working days of the vendor's receipt of the notice of suspension;

5.4.2.b.5. That the vendor's failure to request a hearing no later than 5 working days of

the receipt of the notice of suspension will be deemed a waiver of the right to a hearing and result in the automatic enforcement of the suspension without further notice or an opportunity to respond; and

5.4.2.b.6. That a request for a hearing must include an explanation of why the vendor believes the Director's asserted grounds for suspension do not apply and why the vendor should not be suspended.

5.4.2.c. A vendor's failure to serve a request for hearing on the Director no later than 5 working days of the vendor's receipt of the notice of suspension will be deemed a waiver of the right to a hearing and may result in the automatic enforcement of the suspension without further notice or an opportunity to respond.

5.4.2.d. A vendor who files a timely request for hearing but nevertheless fails to provide an explanation of why the asserted grounds for suspension are inapplicable or should not result in a suspension, may result in a denial of the vendor's hearing request.

5.4.2.e. Within 5 working days of receiving the vendor's request for a hearing, the Director will serve on the vendor a notice of hearing that includes the date, time and place of the hearing.

5.4.2.f. The hearing will be recorded and an official record prepared. Within 10 working days of the conclusion of the hearing, the Director will issue and serve on the vendor, a written decision either confirming or reversing the suspension.

5.4.3. A vendor may appeal a decision of the Director to the Secretary of the Department of Administration. The appeal must be in writing and served on the Secretary no later than 5 working days of receipt of the Director's decision.

5.4.4. The Secretary, or his or her designee, will schedule an appeal hearing and serve on the vendor, a notice of hearing that includes the date, time and place of the hearing. The appeal hearing will be recorded and an official record prepared. Within 10 working days of the conclusion of the appeal hearing, the Secretary will issue and serve on the vendor a written decision either confirming or reversing the suspension.

5.4.5. Any notice or service related to suspension actions or proceedings must be provided by certified mail, return receipt requested.

5.5. Vendor Debarment. The Director may debar a vendor on the basis of one or more of the grounds for debarment contained in W. Va. Code § 5A-3-33d or if the vendor has been declared ineligible to participate in procurement related activities under federal laws and regulation.

5.5.1. Debarment proceedings shall be conducted in accordance with W. Va. Code § 5A-3-33e and these rules. A vendor that has received notice of the proposed debarment by certified mail, return receipt requested, must respond to the proposed debarment within 30 working days after receipt of notice or the debarment will be instituted without further notice. A vendor is deemed to have received notice, notwithstanding the vendor's failure to accept the certified mail, if the letter is addressed to the vendor at its last known address. After considering the matter and reaching a decision, the Director shall notify the vendor of his or her decision by certified mail, return receipt requested.

5.5.2. Any vendor, other than a vendor prohibited from participating in federal procurement, undergoing debarment proceedings is permitted to continue participating in the state's procurement process until a final debarment decision has been reached. Any contract that a debarred vendor obtains prior to a final debarment decision shall remain in effect for the current term, but may not be extended or renewed. Notwithstanding the foregoing, the Director may cancel a contract held by a debarred vendor if the Director determines, in his or her sole discretion, that doing so is in the best interest of the State. A vendor prohibited from participating in federal procurement will not be permitted to participate in the state's procurement process during debarment proceedings.

5.5.3. If the Director's final debarment decision is that debarment is warranted and notice of the final debarment decision is mailed, the Purchasing Division shall reject any bid submitted by the debarred vendor, including any bid submitted prior to the final debarment decision if that bid has not yet been accepted and a contract consummated.

5.5.4. Pursuant to W.Va. Code § 5A-3-33e(e), the length of the debarment period will be specified in the debarment decision and will be for a period of time that the Director finds necessary and proper to protect the public from an irresponsible vendor.

5.5.5. List of Debarred Vendors. The Director shall maintain and publicly post a list of debarred vendors on the Purchasing Division's website.

5.5.6. Related Party Debarment. The Director may pursue debarment of a related party at the same time that debarment of the original vendor is proceeding or at any time thereafter that the Director determines a related party debarment is warranted. Any entity that fails to provide the Director with full, complete, and accurate information requested by the Director to determine related party

status will be presumed to be a related party subject to debarment.

5.6. Damages.

5.6.1. A vendor who fails to perform as required under a contract shall be liable for actual damages and costs incurred by the state.

5.6.2. If any commodities delivered under a contract have been used or consumed by a spending unit and on testing the commodities are found not to comply with specifications, no payment may be approved by the Spending Unit for the merchandise until the amount of actual damages incurred has been determined.

5.6.3. The Spending Unit shall seek to collect damages by following the procedures established by the Office of the Attorney General for the collection of delinquent obligations.

Credits

History: Filed 4-1-19, eff. 4-1-19; Filed 4-16-21, eff. 5-1-21.

Current through register dated May 7, 2021. Some sections may be more current. See credits for details.

W. Va. C.S.R. § 148-1-5, WV ADC § 148-1-5

End of Document

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**EXHIBIT B To:
REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY
CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317):**

Prevailing Wage Determination

- Not Applicable Because Contract Not for Construction
- Federal Prevailing Wage Determination on Next Page