



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

State of West Virginia
Contract

Order Date: 10-14-2021

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 0506 2848 BHS2100000002 3	Procurement Folder:	835909
Document Name:	CO 1 ATLAS PHASE 2	Reason for Modification:	Change Order 1 is issued to renew the contract from September 30, 2021 through September 29, 2022. Renewals remaining: 2 No other changes.
Document Description:	CO 1 ATLAS PHASE 2		
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:	2021-04-05
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	2022-09-29

VENDOR			DEPARTMENT CONTACT	
Vendor Customer Code:	VS0000037250		Requestor Name:	Stacey M Tully
SHATTERPROOF A NON PROFIT CORPORATION 101 MERRITT 7 CORPORATE PARK 1ST FL			Requestor Phone:	304-558-3834
NORWALK	CT	06851	Requestor Email:	stacey.m.tully@wv.gov
US				
Vendor Contact Phone:	9082687820	Extension:		
Discount Details:				
	Discount Allowed	Discount Percentage	Discount Days	
#1	No	0.0000	0	
#2	Not Entered			
#3	Not Entered			
#4	Not Entered			

22
FILE LOCATION _____

INVOICE TO	SHIP TO
PURCHASING AGENT - 304-356-4802 HEALTH AND HUMAN RESOURCES BBH/HF 350 CAPITOL ST, RM 350 CHARLESTON WV 25301-3702 US	PURCHASING AGENT - 304-356-4802 HEALTH AND HUMAN RESOURCES BBH/HF 350 CAPITOL ST, RM 350 CHARLESTON WV 25301-3702 US

Total Order Amount: \$300,000.00

Purchasing Division's File Copy

ENTERED

PURCHASING DIVISION AUTHORIZATION <i>Lunda Harper</i> DATE: 10/19/2021 ELECTRONIC SIGNATURE ON FILE	ATTORNEY GENERAL APPROVAL AS TO FORM <i>John S. Green</i> DATE: 10/25/2021 ELECTRONIC SIGNATURE ON FILE	ENCUMBRANCE CERTIFICATION <i>Beverly Toler</i> DATE: 10-26-2021 ELECTRONIC SIGNATURE ON FILE
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Extended Description:

Change Order

Change Order 1 is issued to renew the original contract according to all terms, conditions, prices and specifications contained in the original contract including all authorized change orders.

Effective date of renewal is September 30, 2021 through September 29, 2022.

Renewal Years Remaining: 2

No other changes.

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
1	81112103	0.00000		0.000000	\$150,000.00
Service From	Service To	Manufacturer		Model No	
2021-04-05	2021-09-29				

Commodity Line Description: Phase 2 of the Atlas Project

Extended Description:

To continue work on Phase 2 of the Atlas Project

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
2	81112103	0.00000		0.000000	\$150,000.00
Service From	Service To	Manufacturer		Model No	
2021-09-30	2022-09-29				

Commodity Line Description: Renewal 1

Extended Description:

To continue work on Phase 2 of the Atlas Project for renewal # 1



Agree to renew.

Althea Greenhow

September 20, 2021

Stacey Tully
Purchasing Director
WVDHHR-BHHF
350 Capitol Street, Room 350
Charleston, WV 25301

Dear Ms. Tully,

Shatterproof agrees to renew Contract # CCT 0506 2848 BHS21000000021⁰² for another year, effective 9/30/2021 to 9/29/2022, according to all terms, conditions, prices and specifications contained in the original contract including any authorized change orders.

If you have any questions, please contact me at (908) 723-8663.

Sincerely,

Jen Velez, Chief Impact Officer
Shatterproof



**STATE OF WEST VIRGINIA
DEPARTMENT OF HEALTH AND HUMAN RESOURCES**

Bill J. Crouch
Cabinet Secretary

Bureau for Behavioral Health
350 Capitol Street, Room 350
Charleston, West Virginia 25301-3702
Telephone: (304) 356-4811 Fax: (304) 558-1008

Christina R. Mullins
Commissioner

September 24, 2021

Althea Greenhowe
One Davis Square
Charleston, WV 25301

RE: Renewal Justification of CCT BHS21*02

In March of 2019 the State of West Virginia Department of Health and Human Resources (DHHR), Bureau for Behavioral Health (BBH) and Office of Drug Control Policy (ODCP) submitted an application to participate in a Pilot program to be tested in a select group of states. The WV DHHR was chosen based on several criteria, including its capacity for successful implementation of the pilot, and demonstrated potential to scale the Rating System after the pilot.

In response to the award <https://www.shatterproof.org/press/west-virginia-announces-participation-pilot-create-rating-system-addiction-treatment-programs> both the DHHR Secretary and Governor Jim Justice spoke of the need to bring this type service to the state. "I've said for a long time that I'm completely committed to trying everything humanly possible to end the drug crisis in this state once and for all," West Virginia Gov. Jim Justice said. "I'm excited about this partnership with Shatterproof because it's another piece of the puzzle toward getting people the kind of high-quality help that is going to break the cycle of addiction. To do that, we must not only get our people access to treatment options and off drugs, but we also need to give them opportunities to get back into the workforce so they can stay off drugs for good and become productive members of society."

The independently funded, Phase 1 of the pilot was intended to provide for a Collaboration with addiction treatment providers which was critical to the success of the Shatterproof Rating System for Addiction Treatment Programs. The Rating System examined specialty addiction treatment programs included in SAMHSA's Inventory of Behavioral Health Services. This included residential, outpatient, intensive outpatient, and opioid treatment programs that are licensed, certified, or otherwise approved by the state to provide SUD treatment, as well as private facilities which the state does not fund, license, or certify.

Shatterproof developed, tested, implemented, and validated the first standardized set of healthcare quality measures for addiction treatment facilities. This approach builds off best practices from other areas of healthcare and was conducted through close collaboration with experts across the field. Facility-reported quality data are organized by the Shatterproof National Principles of Care® in each facility profile to help consumers compare and select the right treatment providers. Responses to validated patient feedback measures are also included and collected in an ongoing fashion using an innovative crowdsourcing approach. ATLAS collects quality information on treatment facilities.

Phase 1 of ATLAS was a success, as measured by the achievement of the following milestones: the establishment of strong state partnerships; the identification, specification, and testing of reliable and valid addiction treatment facility-level quality metrics; the ability to gather data from addiction treatment facilities; the interest from the Phase 1 states to continue operating ATLAS in their state and explore aligning it with their other resources for consumers; the interest from additional states in launching ATLAS; and the high volume of interactions on the

TreatmentATLAS.org website since launch (over 37,000 unique visitors in the first 10 weeks). These indicators, coupled with large variation in the use of best-practices by addiction treatment facilities and indicators of their commitment to improving performance via participation in technical assistance activities, demonstrate the need to sustain ATLAS in the Phase 1 states and expand to additional states. Sustaining and expanding ATLAS will accelerate quality improvement in the addiction treatment field and drive accountability and transparency for consumers, ultimately putting them on a better path to recovery.

Phase 2 of the ATLAS projects builds on the work done during Phase 1, over a third year of implementation and requires support costs from the selected Pilot States to ensure the continuity of the system through that period. Whereas this is still a pilot and part of a developing technology there would not be any other vendors that can carry on the previous work of the State or our partners. If there were to be another vendor who would be willing and able to replace the existing vendor, the cost and time delays presented by restarting work at Phase 1 would be detrimental to the state budget, to stakeholders, and to West Virginians using this evolving resource.

We thank you for your consideration to this request to complete our collaboration with this vendor and the other participating states and recognizing our need to continue to help West Virginia's citizens find the quality care they need for treating substance use disorders.

Sincerely,

A handwritten signature in black ink, appearing to read 'S. M. Tully', with a long horizontal flourish extending to the right.

Stacey M. Tully

BBH Purchasing




STATE OF WEST VIRGINIA
DEPARTMENT OF ADMINISTRATION
OFFICE OF TECHNOLOGY
State Capitol
Charleston, West Virginia 25305

Mary Jane Pickens
Acting Cabinet
Secretary

Joshua D. Spence
Chief Information Officer

MEMORANDUM

TO: Ron Courtney, Procurement Associate
Department of Health and Human Resources

FROM: Joshua D. Spence, Chief Information Officer 
Office of Technology

SUBJECT: INFORMATION TECHNOLOGY PROCUREMENT
HR002321; CCT BHS2100000002; IS&C NUMBER: 2021-9184

DATE: October 4, 2021

West Virginia Code §5A-6-4(a)(3) permits the Chief Technology Officer to "evaluate the economic justification, system design and suitability of information equipment and related services, and review and make recommendations on the purchase, lease or acquisition of information equipment and contracts for related services by the state spending units."

West Virginia Code §5A-6-4c requires that the Chief Technology Officer review and approve "a major information technology project."

West Virginia Code §5A-6-5 requires that "any state spending unit that pursues an information technology purchase that does not meet the definition of a 'major technology project' and that is required to submit a request for proposal to the State Purchasing Division prior to purchasing goods or services shall obtain the approval of the Chief Technology Officer, in writing, of any proposed purchase of goods or services related to its information technology and telecommunication systems."

After conducting a review of your request for contract renewal for Shatterproof to continue to operate the TreatmentATLAS.org website in West Virginia in 2021-2022, the Office of Technology has determined:

X That your request is approved.

That your request is not subject to the review and approval provisions contained in Chapter 5A, Article 6 of the Code, therefore, it does not need approval by the Office of Technology.

This memorandum constitutes this office's official review and a copy should be attached to your purchase order and any other correspondence related to this request.

If you have questions, or need additional information, please contact Consulting Services at Consulting.Services@wv.gov.

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

ALL CONTRACTS: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

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

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

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

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Shatterproof

Authorized Signature: Jennifer Velez Date: October 12, 2021

State of Connecticut

County of Fairfield, to-wit:

Taken, subscribed, and sworn to before me this 12 day of October, 2021.

My Commission expires Sue Broderick 20 .

AFFIX SEAL HERE

Sue Broderick
NOTARY PUBLIC
State of Connecticut
Commission Expires May 31, 2023
NOTARY PUBLIC

Sue PML

Sue Broderick
NOTARY PUBLIC
State of Connecticut
My Commission Expires May 31, 2023

West Virginia Secretary of State — Online Data Services

Business and Licensing

Online Data Services Help

Business Organization Detail

NOTICE: The West Virginia Secretary of State's Office makes every reasonable effort to ensure the accuracy of information. However, we make no representation or warranty as to the correctness or completeness of the information. If information is missing from this page, it is not in the The West Virginia Secretary of State's database.

SHATTERPROOF, A NON PROFIT CORPORATION

Organization Information								
Org Type	Effective Date	Established Date	Filing Date	Charter	Class	Sec Type	Termination Date	Termination Reason
C Corporation	3/9/2021		3/9/2021	Foreign	Non-Profit			

Organization Information		
Business Purpose	8132 - Other Services (except Public Administration) - Religious/Grantmaking/Prof/Like Organizations - Grant making and Giving Services (foundations, voluntary health)	Capital Stock
Charter County		Control Number
Charter State	MA	Excess Acres
At Will Term		Member Managed
At Will Term Years		Par Value
Authorized Shares		Young Entrepreneur No

Addresses	
Type	Address
Local Office Address	101 MERRITT 7 CORPORATE PARK, 1ST FLOOR NORWALK, CT, 06851
Mailing Address	101 MERRITT 7 CORPORATE PARK, 1ST FLOOR NORWALK, CT, 06851 USA
Notice of Process Address	PERLMAN PERLMAN, LLP. 1855 W. BASELINE RD., SUITE 250 MESA, AZ, 85202
Principal Office Address	101 MERRITT 7 CORPORATE PARK, 1ST FLOOR NORWALK, CT, 06851

USA

Type Address

Officers

Type	Name/Address
Director	GARY MENDELL 101 MERRITT 7 CORPORATE PARK, 1ST FLOOR NORWALK, CT, 06851
President	GARY MENDELL 101 MERRITT 7 CORPORATE PARK, 1ST FLOOR NORWALK, CT, 06851
Type	Name/Address

[File Your Current Year Annual Report Online Here](#)

For more information, please contact the Secretary of State's Office at 304-558-8000.

Tuesday, October 19, 2021 — 9:39 AM

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