

**The State of West Virginia**  
**Bureau for Medical Services**



CRFQ 0511 BMS 1700000001

**Psychologists Services**

**Offeror/Vendor:**

Psychological Consultation and Assessment, Incorporated

202 Glass Drive

Cross Lanes, West Virginia, 25313

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

Contact Person: Richard L. Workman, President, PC&A, Inc.

E-Mail Address: [rworkman@pcasolutions.com](mailto:rworkman@pcasolutions.com)

	8/29/16
Vendor Signature	Date

08/30/16 13:05:16  
WV Purchasing Division



**RFQ 0511 BMS 170000001**  
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August 31, 2016

Mark Atkins, Senior Buyer  
Department of Administration, Purchasing Division  
2019 Washington St., East  
Charleston, WV 25305-0130

Re: CRFQ 0511 BMS1700000001

Dear Mr. Atkins:

Thank you for allowing us the opportunity to bid on the above referenced RFQ. We have been fortunate to be a vendor for the state of West Virginia for more than 30 years. The enclosed proposal reflects our years of experience and knowledge associated with rendering eligibility decisions, administrative functions, fair hearing representation, and policy development. Attachment A, Vendor Response Sheet, describes PC&A and our history with the Bureau for Medical Services.

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

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

Sincerely,

Richard L. Workman,  
President, PC&A, Inc.





## Attachment A: Vendor Response Sheet

Psychological Consultation and Assessment, Incorporated (PC&A) staff includes three licensed psychologists, one contracted licensed psychologist, one project manager, an I/DD Waiver coordinator, an ICF/IID program coordinator, a CDCSP program coordinator, a PASRR program coordinator, and a contracted registered nurse. PC&A contracts with a managed computer services company to assure safe up-to-date electronic equipment as well as data retention and security. An additional licensed or supervised psychologist is being recruited and will be employed to assist in meeting the demands of the contract if awarded to PC&A. PC&A has provided consultative services to the Bureau for Medical Services since 1983. Since 2008, the management of the ICF/IID program, including initial eligibility determinations and annual redeterminations, review of ICAPs for accuracy, notifications to members and providers, training, data retention, etc. has been provided. Additionally, the CDCSP program has been managed through PC&A. Eligibility determinations, annual redeterminations, notifications to family members, data retention, and all other aspects of the program have been managed through PC&A. Since 1985, it has also been the responsibility of PC&A to make eligibility determinations and redeterminations for the I/DD Waiver program. Our office works cooperatively with the ASO in rendering these decisions. We also participate in fair hearings for any adverse decision. We have also designed, developed, recruited, and coordinate the Independent Psychologist Network that completes the I/DD Waiver evaluations. Additionally, we have designed, developed, recruited, and coordinate the PASRR Level II evaluators for the PASRR Level II program. The staff at PC&A also completes desk reviews and other Level II evaluations as needed. Enclosed you will find a copy of the multiyear report addressing most of the areas identified in this RFQ. Also, please find copies of resumes and samples of work products reflecting the level of expertise of our office and our thorough understanding of the responsibilities required to meet the demands of this RFQ.

PC&A endorses a systems approach to service delivery and views itself as a component of a much larger and complex service system. We believe people will be effectively served when they receive services from the system at large. Our significant effort within the service system includes cooperation and communication with the Bureau for Medical Services, participants, families, legal representatives, service providers and other BMS vendors. PC&A is also committed to continuous quality improvement. The use of a strategic planning process allows multilevel participation in the development of goals and objectives for quality improvement. Quarterly internal quality reviews allow PC&A to effectively determine operational compliance with State and Federal guidelines, and contractual standards with the Bureau for Medical Services. PC&A Contract Report 2012-2016 has been included as an overview of previous performance and successful methodologies employed. Upon award of the contract, PC&A will meet with BMS to review the approach, tasks, and timelines for implementation of an approved work plan.

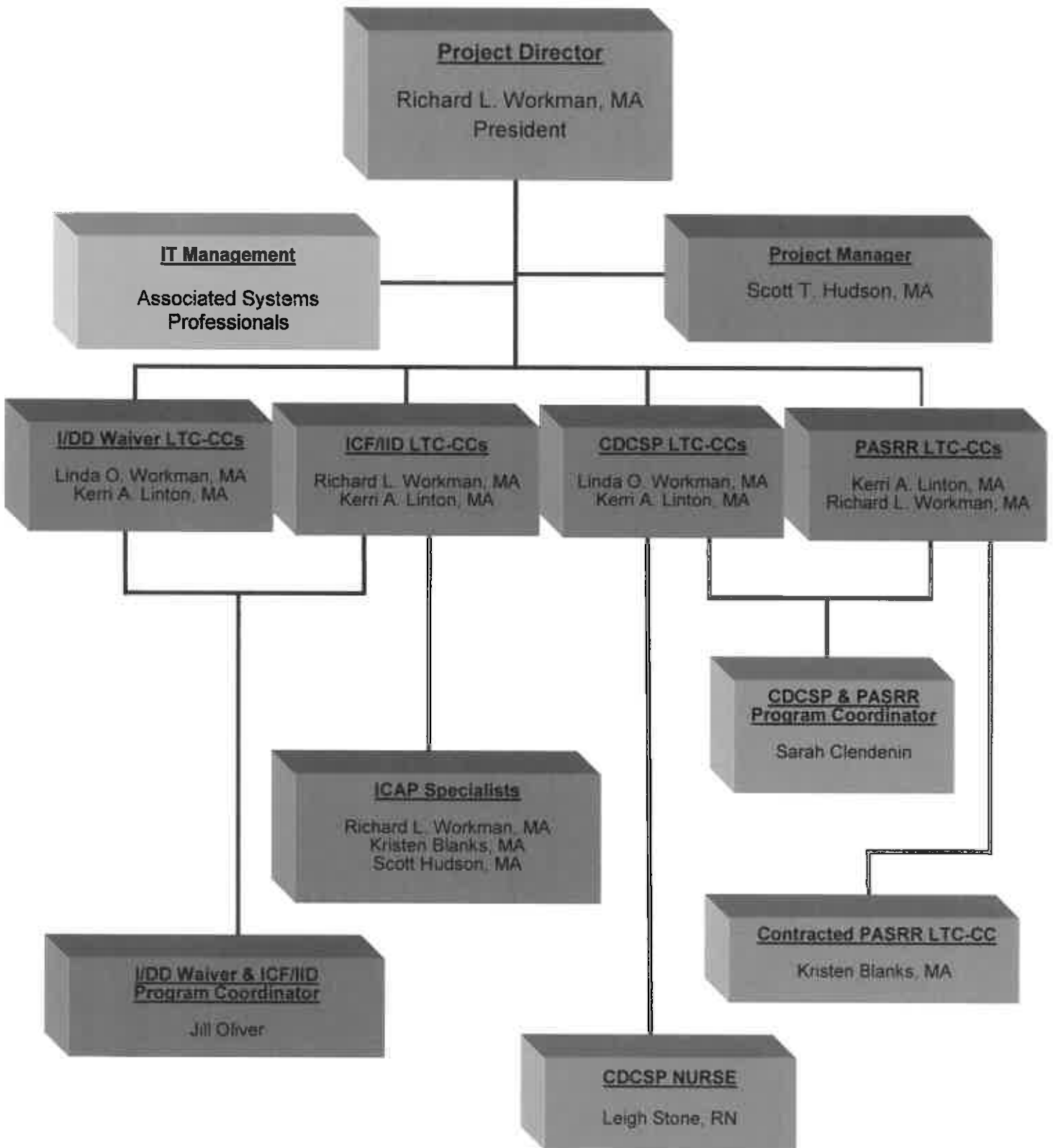


PC&A understands that the solicitation for this RFQ may be funded in whole or part with Federal Funds and thus this solicitation and its resulting awarded contract are subject to the requirements of Attachment 1: Provisions Required for Federally Funded Procurements. PC&A understands, agrees, and will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

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

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

**Contract Manager:** Scott T. Hudson, MA  
**Telephone Number:** 304-776-7230 x305  
**Fax Number:** 304-776-7247  
**Email Address:** shudson@pcasolutions.com





**Richard L. Workman, MA**  
**President PC&A, Inc.**  
**Licensed Psychologist #287/Licensed School Psychologist #22010**  
**BMS-LTC Clinical Consultant**  
**202 Glass Drive**  
**Cross Lanes, WV 25313**

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**LICENSURE**

West Virginia Licensed Psychologist [REDACTED]  
October 1, 1981  
West Virginia School Psychologist [REDACTED]  
April 1, 1992

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**PROFESSIONAL EXPERIENCE**

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

**Services Include:**

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

**School Psychology Experience:**

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

Staff psychologist for Kanawha County Schools  
August 1976 to July 1979

**Teaching Experience:**

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

**Psychologist Consultant for the Bureau for Medical Services-responsibilities include:**

ICF/ IID reviews, ICAP reviews, eligibility determinations for I/DD Waiver, CDCSP, and ICF/IID programs. Participate in fair hearings, staff training on ICAPs, Level II evaluations, and coordinate the Level II Process and the IPN.  
December 1983 to present

**Additional Experience:**

Secretary for the Board of Examiners of Psychologists  
October 1987 to April 1988

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





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

### **PROFESSIONAL MEMBERSHIP**

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

Secretary WV Board of Examiners of Psychologists May 1988 to May 1989

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

### **EDUCATION**

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Master of Arts-Clinical Psychology; Marshall University  
August 1976

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

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







WEST VIRGINIA BOARD OF EXAMINERS OF PSYCHOLOGISTS  
The duly licensed individual below has met the requirements of  
the law and is entitled to practice in the state of West Virginia as a:

PSYCHOLOGIST  
Richard L. Workman, MA [REDACTED]  
Start: 10/1/2011 Expires: 9/30/2017

*Jerry Lane Segley, MA*  
Board Secretary

WEST VIRGINIA BOARD OF EXAMINERS OF PSYCHOLOGISTS  
The duly licensed individual below has met the requirements of  
the law and is entitled to practice in the State of West Virginia as a:

SCHOOL PSYCHOLOGIST INDEPENDENT PRACTITIONER  
Richard L. Workman, MA [REDACTED]  
Start: 4/1/2011 Expires: 9/30/2017

*Jerry Lane Segley, MA*  
Board Secretary





**Linda O. Workman, MA**  
**Licensed Psychologist #273/Licensed School Psychologist #22009**  
**BMS-LTC Clinical Consultant**  
**PC&A, Inc.**  
**202 Glass Drive**  
**Cross Lanes, WV 25313**

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#### LICENSURE

West Virginia Licensed Psychologist [REDACTED]  
April 1, 1981  
West Virginia School Psychologist [REDACTED]  
April 1, 1992

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#### PROFESSIONAL EXPERIENCE

Psychologist, Kanawha County Schools  
December 1975 –March 1981

Psychological Consultation and Assessment, Inc.  
March 1981 to present. Duties have included individual psychotherapy, psychological assessment, LTC-CC, workshop presentation.

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

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

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

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#### PROFESSIONAL MEMBERSHIP

Member of the West Virginia Psychological Association from 1976 through 2011  
Secretary of WVPA from December of 1989 through December of 1991  
Representative at Large for WVPA from January 1992 through December 1993  
Charter Member of the West Virginia Association of Professional Psychologists Spring 2012 to present

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#### EDUCATION

Master of Arts, Marshall University December 1975  
Bachelor of Arts in psychology, Marshall University May 1974  
Additional graduate hours in psychology from West Virginia College of Graduate Studies





**WEST VIRGINIA BOARD OF EXAMINERS OF PSYCHOLOGISTS**

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

**PSYCHOLOGIST**

**Linda O. Workman, MA** [REDACTED]

**Start: 4/1/1981 Expires: 3/31/2017**

*Jerry Lawrence Sedley, MA*  
 Board Secretary

**WEST VIRGINIA BOARD OF EXAMINERS OF PSYCHOLOGISTS**

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

**SCHOOL PSYCHOLOGIST INDEPENDENT PRACTITIONER**

**Linda O. Workman, MA** [REDACTED]

**Start: 4/1/1992 Expires: 3/31/2017**

*Jerry Lawrence Sedley, MA*  
 Board Secretary





**Kerri A. Linton, MA, LPC**  
**Licensed Psychologist #852**  
**BMS-LTC Clinical Consultant**  
**PC&A, Inc.**  
**202 Glass Drive**  
**Cross Lanes, WV 25313**

**LICENSURE**

WV-Licensed Psychologist [REDACTED]  
3-7-2003  
WV-Licensed Professional Counselor [REDACTED]  
5-31-2000

**PROFESSIONAL EXPERIENCE**

**PC&A**  
Licensed Psychologist/LPC/LTC-Clinical Consultant  
October 2008-present  
Responsibilities include psychological evaluations and outpatient therapy for children, adolescents and adults in a private practice setting. Determine eligibility for applicants to the I/DD Waiver program. Complete desk reviews for the PASRR program to determine nursing facility placement. Provide training and technical assistance for members of the Independent Psychologist Network. Completes secondary reviews for ICF/IID Program, CDCSP Program, I/DD Waiver Program. Conducts trainings throughout West Virginia for all programs and serves as Expert Witness for Department in fair hearings.

**Mountain State University**  
Adjunct Faculty in the Arts and Sciences Program  
August 2005-August 2012  
Instructor for psychology and sociology courses in a variety of teaching modalities to include: spectrum, independent study and traditional courses.

**Cornerstone Psychological Services**  
Licensed Psychologist/LPC  
October 2007-September 2008  
Conduct psychological evaluations and outpatient therapy for children, adolescents and adults in a private practice setting.

**Bodyworks Health Fitness and Rehabilitation**  
Staff Psychologist  
August 2006-August 2008  
Provide evaluations and treatment for individuals in the PEIA Weight loss program.

**Sunrise Psychiatric Services, Inc.**  
Licensed Psychologist/LPC  
March 2003-March 2007  
Conduct psychological evaluations and outpatient therapy for children, adolescents and adults in a private practice setting.

**Sunrise Psychiatric Services, Inc. & Laurel Ridge Psychological Associates**  
Supervised Psychologist/LPC  
June 1998-March 2003  
Conduct psychological evaluations and outpatient therapy for children, adolescents and adults in private practice settings under the supervision of licensed psychologists.





Beckley Psychiatric Associates & Timberline Health Group

Supervised Psychologist

July 1997-May 1998

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

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**PROFESSIONAL MEMBERSHIP**

WV Board of Examiners of Psychologists, Board Secretary June 2015-present

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

West Virginia Psychological Association (WVPA) 1999-2010

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

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**EDUCATION**

PMA-Psychology

West Virginia University

August 1997

BA-Psychology

West Virginia University

May 1995





**WEST VIRGINIA BOARD OF EXAMINERS OF PSYCHOLOGISTS**

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

**PSYCHOLOGIST**

**Kerri A. Linton, MA**



**Start: 3/7/2003**

**Expires: 3/31/2017**

*Jerry Lawrence Segley, MA*  
Board Secretary





**Kristen M. Blanks, MA**  
**Licensed Psychologist #958**  
**BMS LTC Clinical Consultant**  
**PC&A, Inc.**  
**202 Glass Drive**  
**Cross Lanes, WV 25313**

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**LICENSURE**

West Virginia Psychology License: [REDACTED]  
October 2007  
West Virginia Social Worker (license currently inactive)  
December 1995

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**PROFESSIONAL EXPERIENCE**

**Contract Psychologist/Contract LTC-CC PC&A, Inc. February 2014 to Present**  
PASRR Level II Desk Reviews, PASRR Level II Evaluator Training  
ICF/IID Level of Care Determinations, ICAP Protocol Reviews, ICAP Training, ICAP Observational Site Visits. Expert witness in fair hearings.

**Psychologist/Clinical Consultant PC&A, Inc. November 2009 to February 2014**  
**Services include:**  
Psychological assessments, individual therapy, workshop presenter, EAP services, contracted consultant with government agencies. ICF/IID reviews, ICAP reviews, eligibility determinations for ICF/IID programs. Participate in fair hearings, staff training, and coordinate the Level II Process.

**Independent Psychologist/Blanks Psychological Services August 2008 to November 2009**  
**Services include:**  
Psychological assessments, behavior support training, assessment, plan development, data review, and treatment planning for ICF/IID and I/DD Waiver for ResCare Huntington Agency and Charleston Agency. Psychological assessments for Disability Determination Services and New Horizons Therapy Services. Level II evaluations.

**Psychologist Martin & Associates and Green Acres Regional Center November 2001 to August 2008**  
**Services include:**  
Psychological assessments, behavior support training, assessment, plan development, data review, and treatment planning for ICF/IID and I/DD Waiver for ResCare Huntington Agency and Charleston Agency. Psychological assessments for Disability Determination Services and New Horizons Therapy Services. Level II evaluations.

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**PROFESSIONAL MEMBERSHIP**

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

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**EDUCATION**

Master of Arts-Clinical Psychology; Marshall University  
August 2001

Bachelor of Arts-Social Work; Marshall University  
May 1995





**WEST VIRGINIA BOARD OF EXAMINERS OF PSYCHOLOGISTS**

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

**PSYCHOLOGIST**

**Kristen M. Blanks, MA** [REDACTED]

**Start: 10/12/2007 Expires: 9/30/2017**

*[Handwritten Signature]*  
Agent Secretary







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

**PROFESSIONAL EXPERIENCE**

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**PC&A BMS LTC Nurse Reviewer March 2013-Present**

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

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

- Manage system-wide Case Management department with >75 staff members, including Palliative Care Department.
- Lead multiple efforts to improve processes that impact financial reimbursement and avoid government penalties.
- Lead ongoing effort to reduce readmissions by ensuring patient is in proper level of care post discharge.
- Created and continue to lead collaborative community efforts, with Directors/Admin. from SNF/NH, Home Health, DME and Infusion companies, to coordinate care to and from acute care facilities to ensure care provided is appropriate, safe and of highest quality.
- Over the years, I have participated in the RCA leadership role, Baldrige groups, DNV internal auditor, Premier partnership for patients program which focused on readmissions, and others.
- Expanded efforts to open up the communication and work through issues with Humana, WVMI, Veterans Hospital and others.
- Assisted Premier consultant in leading change with the inclusion of the MDT rounds to the daily routine for each nursing unit to reduce LOS and LOC.
- Continually take a leadership role in department and system compliance with regulatory agencies, such as DNV, TJC, and third party administrators.
- Helped develop a state-wide case management support group who meets 6 times a year. Case Managers and Directors across the state meet to discuss pertinent issues facing the hospitals. The hospital association as a presence with our group.
- Developed and coordinated with outlying facilities a comprehensive plan for complying with federal requirements for bundling of care for the Medicare patients.

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

- Managed large unit with >70 staff members.
- Responsible for coordination, management and adherence to CAMC practices, policies and standards.
- Led multiple projects on unit and at system level to improve processes related to care and services at hospital.

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





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

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

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

**Charleston Area Medical Center Nurse Extern March 1987-December 1988**

- Assigned duties as delegated by Registered Nurse.

**EDUCATION**

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MA Health Care Administration  
University of Phoenix 2006

Bachelor of Arts  
West Virginia University 2004

Associate Degree in Nursing  
University of Charleston 1988





## West Virginia Board of Examiners for Registered Professional Nurses

STONE, LEIGH

### License Information

**Address:** [REDACTED]  
**License Number:** [REDACTED]  
**Primary Status:** Active  
**Secondary Status:** N/A  
**License First Issued:** 3/30/1989  
**License Expiration Date:** 10/31/2016  
**License Renewal:** N/A

**Disciplinary Information:** No disciplinary information in file

*Permanent license.*





**Scott T. Hudson, MA**  
**PC&A BMS LTC Project Manager**  
**PC&A, Inc.**  
**202 Glass Drive**  
**Cross Lanes, WV 25313**

#### **PROFESSIONAL EXPERIENCE**

##### **PC&A BMS LTC Project Manager October 2012-present**

- Provide administrative oversight of all work performed under the PC&A BMS LTC Project in managing the provision of Medicaid services to applicants and recipients in the WV PASRR Program, WV Children with Disabilities Community Services Program, WV Intermediate Care Facility for Individuals with Intellectual Disabilities, WV Intellectual Developmental Disabilities Waiver Program, the WV Office of the Inspector General Board of Review, The WV Office of the Attorney General, and Centers for Medicare and Medicaid Services
- Responsible for the Quality assurance and data retention for the WV PASRR, WV CDCSP, WV ICF/IID, and WV I/DD Waiver programs
- Works cooperatively with other staff to ensure all programs are running efficiently
- ICAP Specialist with on-site reviews of ICF/IID Group Facilities

##### **Kanawha County Schools Homebound Instructor (contract position) August 2011-October 2012**

- Implement instruction of general subjects to students who cannot be in a classroom setting
- Work cooperatively with the parents/guardians of homebound students to implement the child's instructional program
- Maintain effective and efficient record keeping Developed and implemented systems to improve operations

##### **Kanawha County Schools, Bridgeview Elementary, Title I Math Teacher (contract position) December 2011-May 2013**

- Provide group or individual instruction to students struggling in math
- Work collaboratively with classroom teachers to identify at-risk students, deliver intervention and assess student progress Coordinated clinical service delivery to ensure the provision of quality services for all assigned consumers

##### **WVDHHR, Family Support Specialist April 2009-December 2010**

- Negotiate a personal responsibility contract with clients to outline goals and a plan of action
- Determine eligibility for services (e.g., TANF, Medicaid, etc.) by using appropriate guidelines
- Record, evaluate and verify social circumstances/financial information pertinent to eligibility
- Analyze and interpret test data to determine appropriate employment goals for applicants
- Interact and coordinate with other social service and community organizations to ensure completion of personal responsibility contract
- Monitor the client's progress in achieving the goals of the personal responsibility contract

#### **EDUCATION**

**MA Special Education**  
**Marshall University 2016**

**BS Elementary Education**  
**California University of PA 2005**





Psychological Consultation & Assessment, Inc.

The Bureau for Medical Services

Long Term Care Project

Contract Report

July 2012 to June 2016

An extension was requested and services provided 07/01/2015 to present.

**To be submitted to:**

Patricia S. Nisbet, MA, LSW  
Director

Office of Home and Community-Based Services  
Bureau for Medical Services  
350 Capitol Street, Room 251  
Charleston, WV 25301  
Phone: (304) 356-4904 Fax: (304) 558-4398  
Email: [Patricia.S.Nisbet@wv.gov](mailto:Patricia.S.Nisbet@wv.gov)

Kelley Johnson, MSW, LSW  
Program Manager  
Long Term Care and ICF/IID Facilities  
Bureau for Medical Services  
350 Capitol Street  
Charleston, WV 25301  
Phone: (304) 356-4886 Fax: (304) 558-1542  
Email: [Kelley.S.Johnson@wv.gov](mailto:Kelley.S.Johnson@wv.gov)

Taniua R. Hardy  
Program Manager  
I/DD Waiver Program  
Bureau for Medical Services  
350 Capitol Street, Room 251  
Charleston, WV 25301  
Phone: (304) 356-4853 Fax: (304) 558-4398  
Email: [Taniua.R.Hardy@wv.gov](mailto:Taniua.R.Hardy@wv.gov)





**Report Prepared By:**

Scott T. Hudson, MA, Project Manager  
PC&A, Inc.  
The Bureau for Medical Services  
Long Term Care Project  
[shudson@pcasolutions.com](mailto:shudson@pcasolutions.com)

Kerri A. Linton, MA, LTC-CC  
PC&A, Inc.  
The Bureau for Medical Services  
Long term Care Project  
[klinton@pcasolutions.com](mailto:klinton@pcasolutions.com)

**Data Provided By:**

Richard L. Workman, MA, LTC-CC  
PC&A, Inc  
The Bureau for Medical Services  
Long Term Care Project  
[rworkman@pcasolutions.com](mailto:rworkman@pcasolutions.com)

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[kblanks@pcasolutions.com](mailto:kblanks@pcasolutions.com)

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





**Introduction:**

The Bureau for Medical Services 2012-2016 Psychological Services contract (MED13003) provided Psychological Consultation & Assessment, Inc. (PC&A) with opportunities to assist the Bureau for Medical Services in the provision of Medicaid services to applicants and recipients in the areas of Pre-Admission Screening for Nursing Facilities (NF), Intermediate Care Facilities for Individuals with Intellectual Disabilities (ICF/IID), the Intellectual/Developmental Disabilities (I/DD) Waiver and the Children with Disabilities Community Services Program (CDSCP). PC&A, a contracted agent, functions as a Medical Eligibility Contracted Agent (MECA) for the Bureau for Medical Services.

PC&A employs and contracts with a diverse group of individuals. During the 2012-2016 contract, PC&A employees undertook several actions to achieve the goals of improving the provision of medical eligibility and administration of Medicaid programs to applicants and members.

The clinical consultants reported the following:





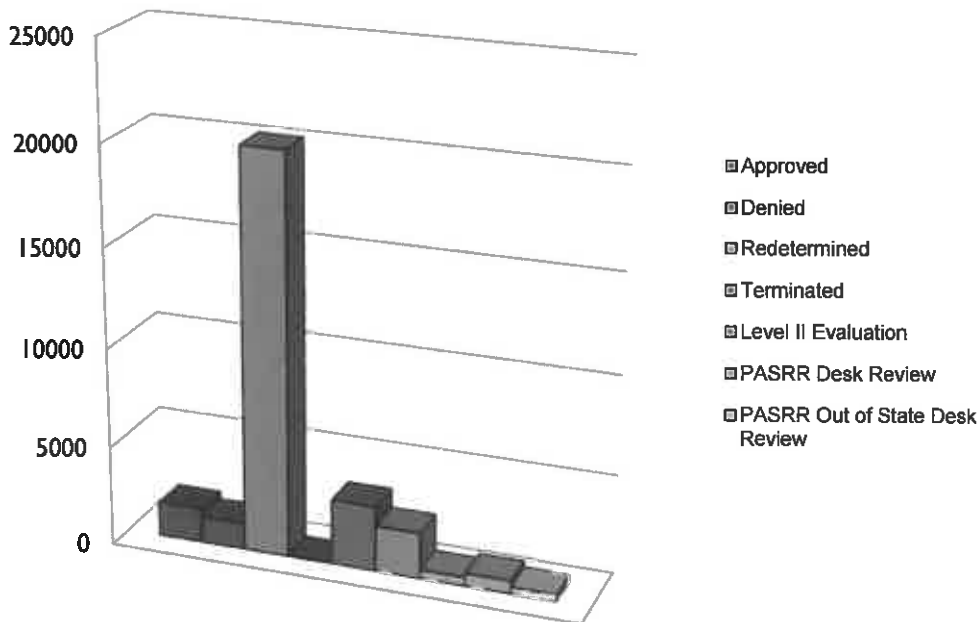
### Statistical Data

#### Contract Report July 2012-June 2016

Based upon review of the data reported by the LTC-CCs together with electronic databases for the contract year 2012-2016, **28,832** reviews and determinations were completed. For that time period, **1711** applicants were approved, and **1316** denied, **20,141** members were redetermined eligible, **61** members were found to be ineligible for redetermination. PASRR data reflects **3285** Level II evaluations, **2318** Desk Reviews with **437** of the Desk Reviews completed for individuals placed in out of state facilities. Additionally, **648** Inventory for Client and Agency Planning (ICAP) Response Booklets were reviewed for the ICF/IID program. Secondary Reviews were provided for **336** I/DD Waiver applicants/participants. In addition to time spent on approving or denying these applicants/participants, PC&A regularly requests updated and/or corrected information from service providers, applicants, participants, and other contracted vendors to ensure accuracy and timeliness in regards to eligibility decisions. Refer to Chart 1 for data.

**Total Evaluation Data  
2012-2016**

**Chart 1**



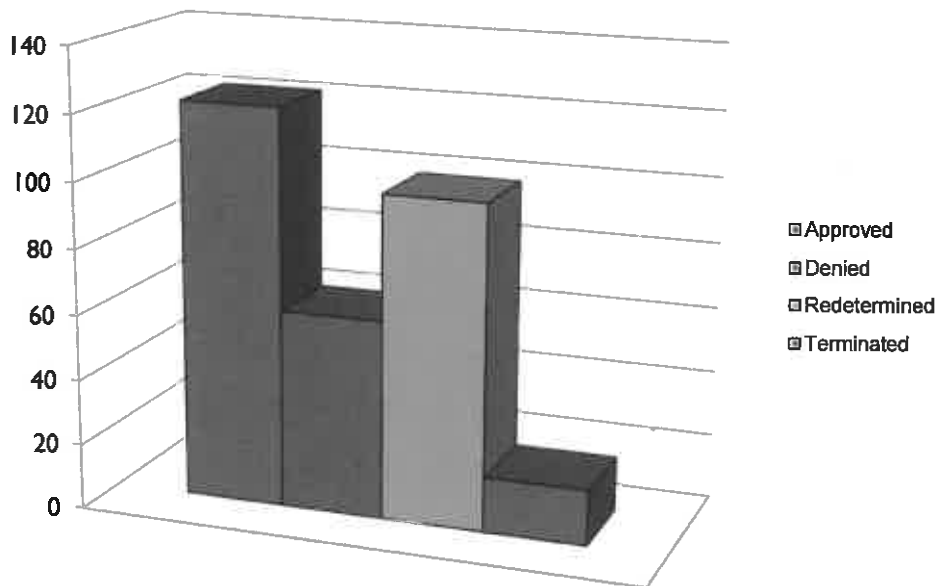




CDCSP data for this contract include: 122 initial applicants were initially approved, whereas 61 applicants were denied, 99 members were redetermined eligible, and 17 members were found ineligible for re-determination. In addition to determining eligibility for applicants/participants for the CDCSP program, PC&A also requested updated and/or corrected information from, applicants, participants, and providers to ensure accuracy and timeliness in regards to eligibility decisions. Refer to Chart 2 for data.

CDCSP Review Data  
2012-2016

Chart 2

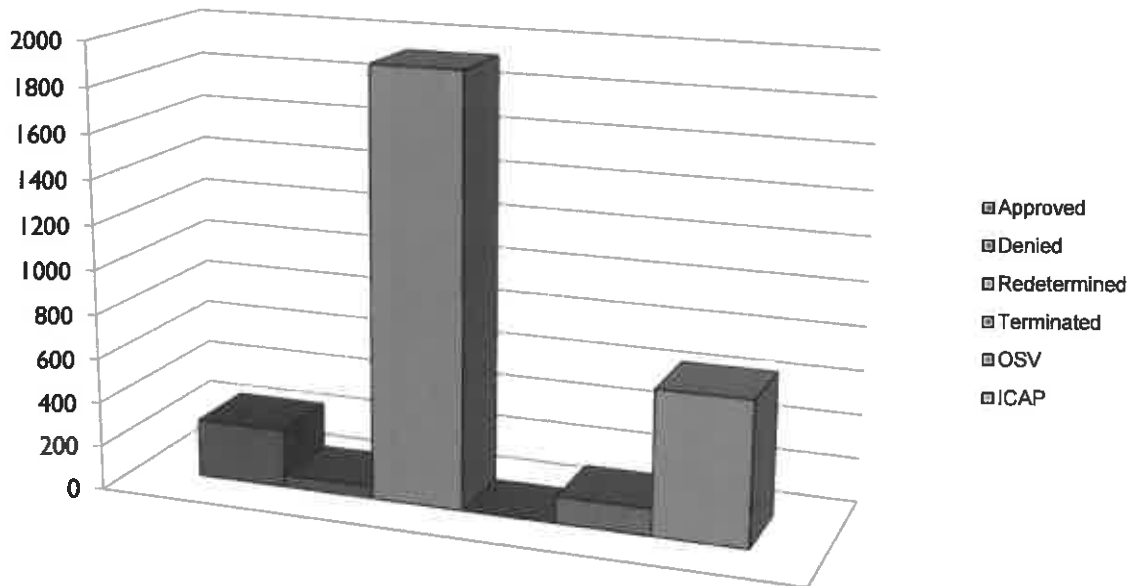




ICF/IID data include: 262 initial approvals, 55 denials, 1,927 members were redetermined eligible, and 1 member was found ineligible for redetermination. Additionally, 648 Inventory for Client and Agency Planning (ICAP) Response Booklets and supporting documentation were reviewed for accuracy regarding reimbursement rate setting and 121 Observational Site Visits (OSVs) were completed. In addition to determining eligibility for applicants/participants for the ICF/IID program, PC&A also requested updated and/or corrected information from applicants, participants, and providers to ensure accuracy and timeliness in regards to eligibility decisions. Refer to Chart 3 for data.

ICF/IID Review Data  
2012-2016

Chart 3

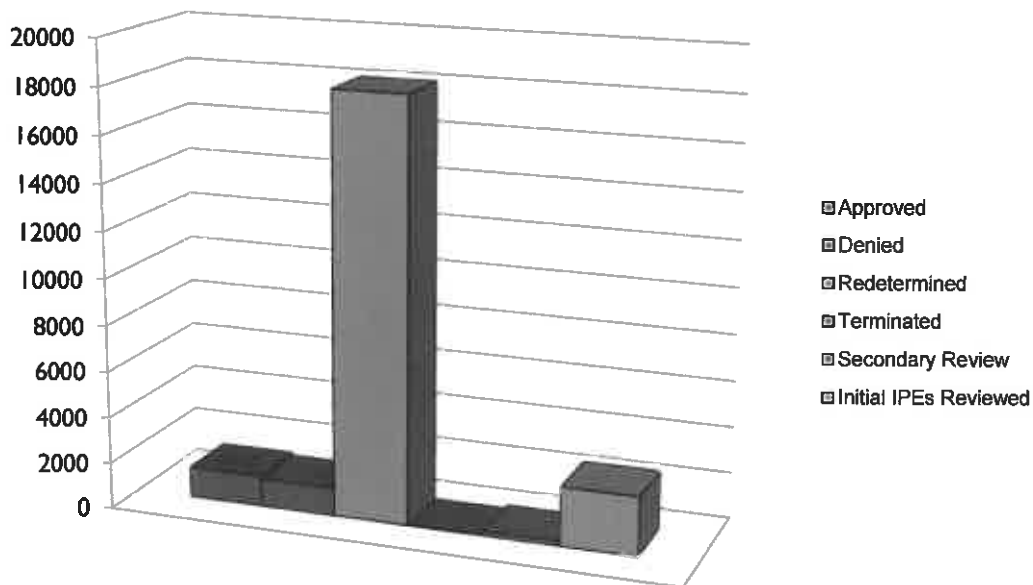




I/DD Waiver data include: 1,327 initial certifications, 1,200 applicants were denied, 18,115 members were redetermined eligible, and 43 members were found ineligible for re-determination. PC&A also reviewed 2,548 IPEs and 189 initial applications were reviewed by a secondary reviewer for quality assurance purposes. In addition to determining eligibility for applicants/participants for the I/DD Waiver program, PC&A also requested updated and/or corrected information from other contracted vendors, applicants, participants, and providers to ensure accuracy and timeliness in regards to eligibility decisions. Refer to Chart 4 for data.

**I/DD Waiver Data  
2012-2016**

**Chart 4**





PASRR data includes: 3,285 Level II evaluations were completed and 2,318 Desk Reviews were completed. Of the 2,318 desk reviews, 437 individuals reviewed were from out of state facilities. The types of evaluations and percentages were as follows: Mental Illness - 37%, Intellectual Disability - 6%, Dual - 1%, and Other - 56%. Refer to Charts 5 and 6 for data.

PASRR Review Data  
2012-2016

Chart 5

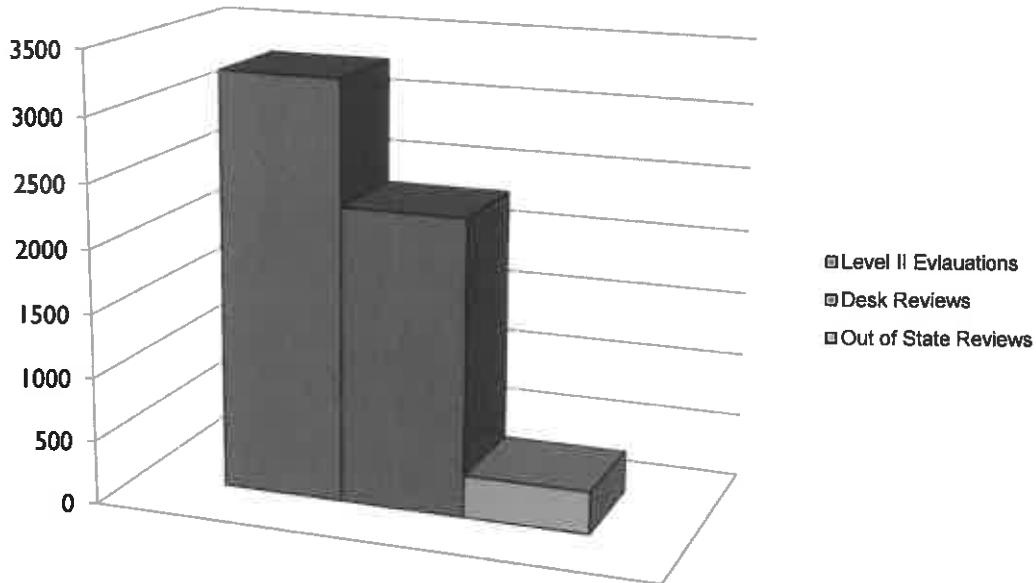
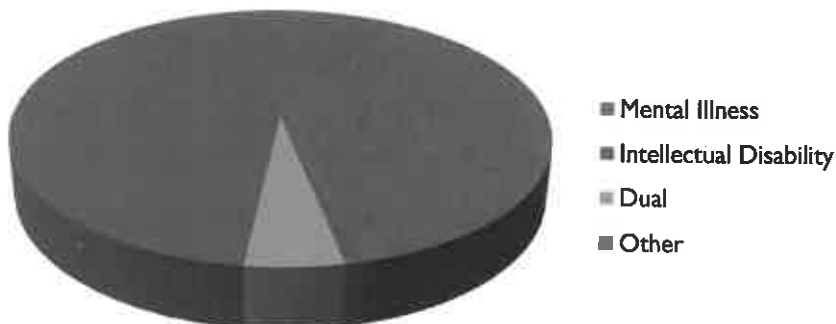


Chart 6

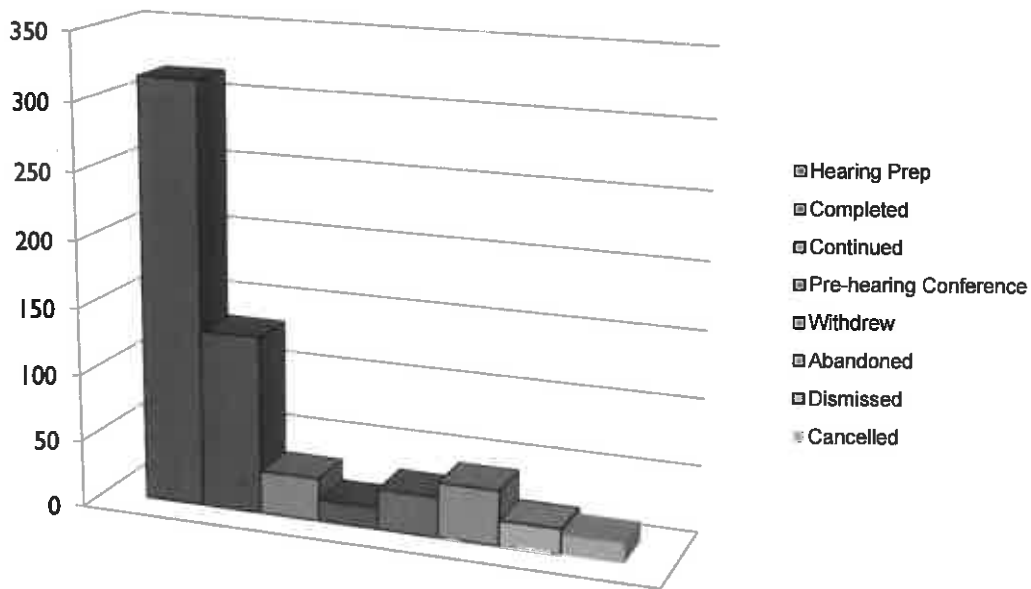
### Level II Diagnoses





**Fair Hearing** data includes: LTC-CCs prepped for **316** hearings for I/DD Waiver, CDCSP, PASRR, and ICF/IID programs. **133** hearings were actually completed, and **32** were continued/remanded. The other hearings resulted in the following; **30** withdrew, **41** abandoned, **19** dismissed, and **15** cancelled. Also, pre-hearing conferences occurred **16** times. In addition to representing WV DHHR at fair hearings, PC&A LTC-CCs must also consult with attorneys through the Attorney General’s Department of Health and Human Resources (AG/DHHR) division before, during and after fair hearings. Furthermore, PC&A provides medical eligibility expertise, as well as policy review, for the Bureau for Medical Services during the Fair Hearing process. The data regarding decisions are inconclusive as decisions may not be available on a timely basis and may not be adequately linked to the month in which the decision is received. Refer to Chart 7 for data.

**Chart 7**  
**Fair Hearing Data**  
**2012-2016**

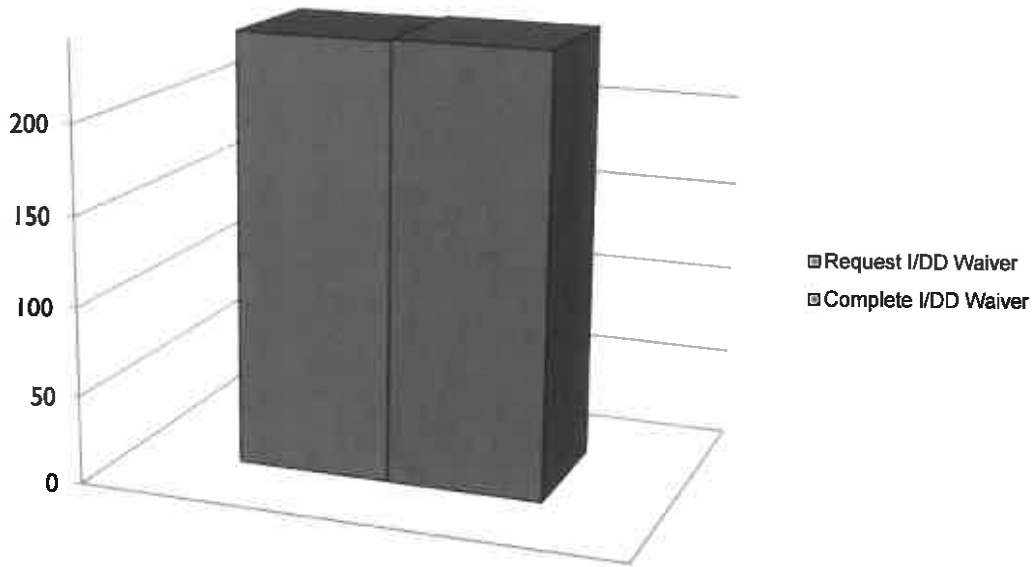




**Quality Assurance/Secondary Review data includes: 245 internal requests to complete an I/DD Waiver Secondary Review for quality assurance purposes, with 244 of the 245 I/DD Waiver Secondary Reviews completed within 10 days. Refer to Chart 8 for quarterly data.**

**Secondary Review Data  
2012-2016**

**Chart 8**





West Virginia Department of Health and Human Resources  
Bureau for Medical Services  
Solicitation No: CRFQ 0511 BMS170000001

Program	2012-2013	2013-2014	2014-2015	2015-2016	Total
<b>I/DD Waiver</b>					
Initial Approval	364	332	354	277	1327
Initial Denial	319	281	338	262	1200
Redetermination Approved	4187	4754	4451	4723	18115
Redetermination Denied	16	13	9	5	43
Second Medical Review	64	61	71	49	245
<b>ICF/IID</b>					
Initial Approval	86	62	66	48	262
Initial Denial	14	12	16	13	55
Redetermination Approved	492	472	463	500	1927
Redetermination Denied	0	1	0	0	1
ICAP Reviewed	171	115	179	183	648
OSV	57	35	18	11	121
<b>PASRR</b>					
Desk Review	271	568	656	823	2318
Out of State	71	107	133	126	437
Level II Evaluation	875	907	724	779	3285
<b>IPN</b>					
Billing/Checks	124	179	207	136	646
Initial IPE Reviews	698	637	690	523	2548
<b>CDCSP</b>					
Initial Approval	33	24	25	40	122
Initial Denial	20	12	10	19	61
Redetermination Approved	24	17	24	34	99
Redetermination Denied	1	1	6	9	17
<b>Hearing</b>					
Prep	91	70	80	75	316
Completed	30	29	34	40	133
Withdrawn	7	0	6	17	30
Abandoned	9	11	11	10	41
Dismissed	1	5	12	1	19
Cancelled	6	4	4	1	15
Continued/Remanded	8	9	9	6	32
Pre-Hearing Approval	0	0	1	1	2
Pre-Hearing Conference	5	2	4	5	16
Attorney Consultation	18	11	11	4	44





**Training** data includes: **49** trainings were provided by PC&A during the four years of the contract. A sample of these trainings include: **2012-2013: 10** trainings were provided by PC&A. The **10** trainings presented this year consisted of **3** CDCSP trainings (2/20/2013, 4/18/2013 and 5/18/2013), **4** I/DD Waiver trainings (10/20/2012, 2/22/2013, 4/24/2013 and 5/10/2013), **2** ICF/IID trainings (10/20/2012 and 3/20/2013) and **1** PASRR training (4/24/2013). **2013-2014: 17** trainings were provided by PC&A during this fiscal year. Of the **17** trainings provided there were **4** ICF/IID trainings (7/24/2013, 11/7/2013, 1/29/2014 and 3/12/2014), **8** I/DD Waiver trainings (8/2/2013, 8/13/2013, 8/15/2013, 11/15/2013, 12/6/2013, 1/31/2014, 2/24/2014, and 7/23/2014), **3** PASRR trainings (8/30/2013, 11/15/2013 and 12/6/2013) and **2** CDCSP trainings (2/19/2014 and 6/25/2014). **2014-2015: 13** trainings were provided during the 2014-2015 fiscal year including: **7** I/DD Waiver trainings (7/23/2014, 11/7/2014, 1/9/2015, 2/7/2015, 3/19/2015, 5/15/2015 and 06/18/2015), **4** ICF/IID trainings (8/14/2014, 11/6/2014, 2/27/2015, and 4/10/2015) and **2** PASRR trainings (7/23/2014 and 5/8/2015). **2015-2016: 9** trainings occurred during this fiscal year. The trainings presented during this year consisted of the following: **4** PASRR trainings (07/24/2015, 11/11/2015 and 12/10/2015). **4** I/DD Waiver trainings (11/11/2015, 12/10/2015, 1/15/2016 and 6/08/2016), and **3** Level of Care trainings which incorporated PASRR, CDCSP, ICF/IID, and I/DD Waiver (2/17/2016, 3/3/2016, and 4/28/2016).

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

### Consulting

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







## Quality Management Plan

### Introduction:

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

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

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

### Design:

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

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

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

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

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





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

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

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

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

Reviews were conducted by trained staff.

**Discovery:**

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

**Remedy:**

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

**Continuous Improvement:**

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





**Conclusion:**

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

July 2012-June 2013: 96%

July 2013-June 2014: 97%

July 2014-June 2015: 99%

July 2015-June 2016: 97%

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





STATE OF WEST VIRGINIA  
DEPARTMENT OF HEALTH AND HUMAN RESOURCES

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Governor

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Karen L. Bowling  
Cabinet Secretary

PC&A, Inc.  
CDCSP  
202 Glass Drive  
Cross Lanes, WV 25314  
Telephone: 304-776-7230 Fax: 304/776/7247  
[sclendenin@pcasolutions.com](mailto:sclendenin@pcasolutions.com)

**Applicant:**

**Soc. Sec.**

This is your notification that the applicant listed above meets the medical eligibility criteria for ICF/IID Level of Care for the Children with Disabilities Community Services Program effective June 1, 2016.

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

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

In order to continue receiving a medical card, medical and financial eligibility for the Children with Disabilities Community Services Program must be re-determined annually. **As the parent/guardian responsible for the child's participation in the program, a complete re-application packet must be received ten (10) days prior to the lapse date, which is one year from the effective date.** Failure to submit this information within the time frame may result in denial of Medicaid benefits. All information concerning medical eligibility should be submitted to PC&A, Inc. in accordance with the Eligibility Guide for Children with Disabilities Community Services Program updated March 15, 2015. Financial information should simultaneously be submitted to the child's local DHHR office to re-determine financial eligibility.

Please review the memorandum regarding duplication of services enclosed.

Enclosure

cc: Mary Austin, Community Services Manager  
WVDHHR-Lewis County (21)



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DEPARTMENT OF HEALTH AND HUMAN RESOURCES

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Telephone: 304-776-7230 Fax: 304/776/7247  
[sclendenin@pcasolutions.com](mailto:sclendenin@pcasolutions.com)

DATE:

TO: Applicant

FROM: Sarah Clendenin, Project Coordinator

RE: CDCSP Initial Application Eligibility Determination

Applicant:

DOB:

The CDCSP Initial Application is hereby denied. Based on the information submitted, eligibility is denied for the following reasons:

- Documentation submitted does not support the presence of substantial adaptive deficits in three or more of the six major life areas identified for ICF/IID Eligibility.

Specifically, the documentation failed to demonstrate substantial limitations in the following major life areas:

- Self-Care
- Learning
- Self-Direction
- Receptive or Expressive Language
- Mobility
- Capacity for Independent Living

The reviewer relied upon the following facts: 11-09-11 DD-2A CDCSP, 12-15-11 DD-3 Comprehensive Psychological Evaluation, 01-21-11 DD-4, 01-03-11 – 10-2011 Cost Estimate Worksheet, 06-23-11 SSI Denial

**Request for a Fair Hearing:** If you do not agree with the decision, you may ask for a Fair Hearing and/or a Pre-Hearing Conference within 90 days of the action taken. A form to request a Fair Hearing/Pre-hearing Conference is enclosed. If this action is termination of your existing benefit, your services may continue until your hearing is held. Within 90 days, you must complete the attached form and submit to the address on the bottom of the form. You must ask for a Pre-Hearing Conference within 13 days of this notice in order to receive continued benefits. If you wish to consult with legal counsel, the following provide free legal services to eligible persons: **Legal Assistance:** (WV Advocates, 1207 Quarrier Street, Charleston, WV 25301; 1-800-950-5250 and Legal Aid of WV, 922 Quarrier Street, 4<sup>th</sup> Floor, Charleston, WV 25301; 1-800-642-8279; Mountain State Justice, 1031 Quarrier Street, Suite 200, Charleston, WV 25301 at 1-800-319-7132).

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

Enclosure





STATE OF WEST VIRGINIA  
DEPARTMENT OF HEALTH AND HUMAN RESOURCES

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[scendenin@pcasolutions.com](mailto:scendenin@pcasolutions.com)

August 25, 2016

**Applicant:** Medicaid: unknown

This is your notification that effective **November 21, 2012,** is no longer eligible for participation in the Children with Disabilities Community Services Program (CDCSP). The reason for the cancellation is based on:

**Medical eligibility was not established for continued participation.**

cc: , Community Services Manager, WVDHHR-Boone County (03)





STATE OF WEST VIRGINIA  
DEPARTMENT OF HEALTH AND HUMAN RESOURCES

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[sclendenin@pcasolutions.com](mailto:sclendenin@pcasolutions.com)

August 25, 2016

**Applicant:** Soc. Sec. #: XXX-XX-

This is your notification that , meets the medical eligibility criteria for an ICF/IID Level of Care for continued participation in the Children with Disabilities Community Services Program (CDCSP). The medical eligibility is for **one year** and the effective date is **March 15, 2015.**

In order to continue receiving a medical card, medical and financial eligibility for the Children with Disabilities Community Services Program must be re-determined annually. **As the parent/guardian responsible for the child's participation in the program, a complete re-application packet must be received ten (10) days prior to the lapse date, which is one year from the effective date.** Failure to submit this information within the time frame may result in denial of Medicaid benefits. All information concerning medical eligibility should be submitted to the address below in accordance with the Eligibility Guide for Children with Disabilities Community Services Program updated September 1, 2008. Financial information should simultaneously be submitted to the child's local DHHR office to re-determine financial eligibility.

cc: , Community Services Manager WVDHHR County ()



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[sclendenin@pcasolutions.com](mailto:sclendenin@pcasolutions.com)

DATE: August 1, 2016

TO:

FROM: Sarah Clendenin, Project Coordinator

RE: CDCSP Renewal Application Packet-Eligibility Determination

Applicant: Medicaid#:

The CDCSP Renewal Application is hereby denied. Based on the information submitted, eligibility is denied for the following reasons: Miss Meadows has not been awarded an eligible diagnosis for ICF/IID Level of Care. Documentation does not support the presence of substantial adaptive deficits in three or more of the six major life areas identified for ICF/IID eligibility as listed below:

- Self-Care
- Learning
- Self-Direction
- Receptive or Expressive Language
- Mobility
- Capacity for Independent Living

The reviewer relied upon the following facts: 04-23-16 DD-2A, 03-05-16 Neurodevelopmental Cardiology Clinic Confidential Psychological Evaluation, 03-07-16 Letter from Mahmood Iteydarian, MD, undated Social History, 02-15-16 Cincinnati Children's Division of Occupation and Physical Therapy Report, 12-06-11 Cincinnati Children's The heart Institute Report, 12-06-11 Cincinnati Children's Division of Pediatric Neurology Report, 12-18-12 Cincinnati Children's Division of Developmental and Behavioral Pediatrics Report, 01-26-12 CC Speech and Language Evaluation, 04-23-12 University Pediatrics Report

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

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







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August 25, 2016

**Applicant:**

This is notification the CDCSP annual medical eligibility is scheduled to expire on \_\_\_\_\_.

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

Common issues occur in the re-determination process resulting in pending continuation of services. To assist us in remediating these issues, please ensure the physician completes the certification section of the DD-2A or DD-2B (Medical Evaluation). The DD-3 (Psychological Evaluation) must include assessments to support the diagnosis and adaptive levels of functioning. The DD-6 (Cost Estimate Worksheet), must be totaled and signed. Current SSI denial notices must be submitted. With your assistance we hope to avoid receipt of incomplete packets which may result in delay of services.

If you require additional information, please contact Sarah Clendenin, Phone 304-776-7230 or email [scendenin@pcasolutions.com](mailto:scendenin@pcasolutions.com).





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[scindenin@pcasolutions.com](mailto:scindenin@pcasolutions.com)

August 25, 2016

**Applicant:**

**Medicaid:**

The application packet submitted to establish medical eligibility has been reviewed.

The following was not submitted or insufficient:

- CDCSP-1 Information Sheet
- CDCSP-2A Level of Care Evaluation
- CDCSP-2B Medical Evaluation
- CDCSP-3 Psychological Evaluation
- CDCSP-6 Cost Estimate Worksheet
- SSI Denial Notice

**Other:**

**CHILDREN WITH DISABILITIES COMMUNITY SERVICES PROGRAM**  
**(CDCSP)**

You have received an application packet for the **Children with Disabilities Community Services Program**. This is a program which provides a medical card to children from birth through age 18 who would otherwise be denied a medical card due to their parent's income exceeding allowed limits. The first part of the packet (pages 1-16) explains the purpose of the program, definitions and medical eligibility criteria for each level of care. The next set of forms are the actual application. Only this section needs to be returned to PC&A for medical eligibility determination.

\*CDCSP 1: **Information Sheet**-To be completed by parent, guardian, legal representative or service coordinator.

\*CDCSP-2A: **ICF/IID Level of Care Evaluation**-This is to be completed by the child's treating physician. **must be completed by a licensed physician** (MD or DO). This document must contain eligible diagnoses and the physician's certification that the individual requires an **ICF/IID Level of Care**.

\* CDCSP-2B: **Acute Care Hospital/Nursing Facility Level of Care Evaluation**-**This must be completed by a licensed physician** (MD or DO) when **Nursing Level of Care** or **Acute Hospital Level of Care** is the level of care required. The physician must indicate which level of care he/she believes is appropriate.

\*CDCSP-3: **Comprehensive Psychological Evaluation**-This is to be completed by a **licensed psychologist** using the format provided. (ICF/IID Level of Care only)

\*CDCSP-4: **Cost Estimate Worksheet**-This is to include all medical costs for 12 months prior to application. **Be sure costs are totaled**. This is to be completed by the parent, legal guardian, or legal representative. You may also submit private insurance Explanation of Benefits in place of completing the form but signature is still required.

\*Social Security Denial Notice: must apply for SSI benefits for your child and be denied. Denial Notice must be dated within the last 12 months.

When all forms are completed submit the entire packet to:

**Psychological Consultation & Assessment Inc./CDCSP**

**ATTN: Sarah Clendenin**

**202 Glass Drive**

**Cross Lanes, WV 25313**

**Phone (304) 776-7230**

**Fax (304) 776-7247**

**scclendenin@pcasolutions.com**

You will receive notification of eligibility determination by mail.



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

---

**MEMORANDUM**

**DATE:**

**TO:**

**SUBJECT: Determination of ICF/IID Eligibility**

---

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

**Client:**

**Medicaid #:**

**SS #:**

**Effective Date:**

**As the Economic Service Worker responsible for this individual:** Please notify Kelley Johnson, BMS, Program Manager Facility Based and Residential Services by means of the ES-NH-3 regarding financial eligibility, and thereafter of the resident's movement in and out of the facility and other changes.

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

**cc:**



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

---

**MEMORANDUM**

**DATE:**

**TO:**

**FROM:**

**RE: ICF/IID Determination of Medical Eligibility-Initial DENIAL**

---

**Applicant:**

**DOB:**

The documentation submitted for Initial eligibility of medical eligibility was reviewed. Initial eligibility was not established for an ICF/IID level of care. Services have been denied for the applicant for the reason(s) listed below:

- Information not current:
- Documentation submitted does not support the presence of substantial delays prior to age 22.
- Documentation submitted supports delays that are primarily related more to mental health challenges rather than intellectual disability and/or related condition.
- Based on the results contained in the assessments, documentation does not support the applicant requires the active treatment typically provided in an ICF/IID facility.
- Lacks ICF/IID recommendation by the psychologist.
- Diagnostic section incomplete.
- Ineligible diagnosis documented.
- Lacks physician certification for ICF/IID level of care.
- Documentation submitted does not support the presence of substantial adaptive deficits in three or more of the six major life areas identified for ICF/IID eligibility.

Specifically, the documentation failed to demonstrate substantial limitations in the following major life areas:

- |   |   |
|---|---|
| <input type="checkbox"/> Self-Care      | <input type="checkbox"/> Receptive or Expressive Language |
| <input type="checkbox"/> Learning       | <input type="checkbox"/> Mobility                         |
| <input type="checkbox"/> Self-Direction | <input type="checkbox"/> Capacity for Independent Living  |



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

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Other:

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

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

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



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

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**MEMORANDUM**

**DATE:**

**TO:**

**RE:     Annual Re-determination for ICF/IID Medical Eligibility**

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This memorandum is your notification that \_\_\_\_\_, **Medicaid#** \_\_\_\_\_, a member residing at \_\_\_\_\_ **ICF/IID Group Home** meets the medical eligibility criteria for continued participation in the ICF/IID program. Medical eligibility is established until \_\_\_\_\_, the Admission Anniversary date.

To establish annual medical eligibility and a Start and End Date for reimbursement, please submit a current DD-2A and Annual ICAP (copy of booklet and Computer Score Summary) within thirty (30) days of the above noted Admission Anniversary date.

Please be advised that this memorandum must be placed in this individual's permanent record to document re-determination of ICF/IID medical eligibility.

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



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

<b>This notice of initial approval and re-determination must be placed in the member's permanent record for verification of ICF/IID medical eligibility.</b>		
<b>Member Name:</b>		<b>Member Number:</b>
<b>Provider:</b>		<b>Name of ICF/IID Group Home/Number:</b>
<b>Anchor Date:</b>		<b>Admission Anniversary Date (AAD):</b>
<b>Current ICAP Date:</b>		<b>Current DD-2A Date:</b>
<b>ICAP Service Level Score</b>		
	<b>Score</b>	<b>WV Level</b>
Submitted ICAP Service Level Score		
Accepted Adjusted ICAP Service Level Score	N/A	N/A
Accepted ICAP Service Level Score		
PC&A recommended ICAP Service Level Score	N/A	N/A
<b>ICAP Service Level Score Start Date</b>		
<b>ICAP Service Level Score End Date</b>		
<p><b>Required Documentation for re-determination includes:</b>            DD-2A within 12 months of AAD            Copy of current ICAP Booklet and Computerized Score Summary within 30 days of AAD</p>		
Documentation must be submitted to PC&A within 30 days of the AAD at <a href="mailto:ICF.IID@pcasolutions.com">ICF.IID@pcasolutions.com</a>		
Failure to submit required documentation by the AAD will result in delayed or no notification of authorization dates to Molina Medicaid Solutions.		





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

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**MEMORANDUM**

**DATE: 08/05/2016**

**TO:**

**SUBJECT: PRIOR APPROVAL ICF/IID ELIGIBILITY**

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\_\_\_\_\_ has forwarded medical information to our attention for payment of ICF/IID care. Prior approval of medical eligibility has been established for an ICF/IID level of care. Placement must occur prior to 90 days from date of the psychological report. Failure to establish placement within the specified time frame will nullify this approval and will require re-submission of a current eligibility packet. In addition, a current Individual Program Plan (DD-5) must be submitted within 30 days of the placement date to allow reimbursement for services. Prior approval of medical eligibility has been established for the applicant identified below:

**Applicant:**

**DOB:**

**Prior Approval: Placement date must occur between \_\_\_\_\_ and \_\_\_\_\_.**

Please notify Kelley Johnson, BMS, Program Manager Facility Based and Residential Services by means of the ES-NH-3 regarding financial eligibility, and thereafter of the resident's movement in and out of the facility and other changes.



<b>ICF/IID Facility:</b>		<b>Facility Number:</b>	
<b>LTC-CC Reviewers</b>		<b>Visit Date:</b>	
Richard L. Workman <input type="checkbox"/>		Scott T. Hudson <input type="checkbox"/>	
Kristen M. Blanks <input type="checkbox"/>		Kerri A. Linton <input type="checkbox"/>	
<b># of Files Reviewed</b>	<b># of Participants Present for Visit</b>		
<b># of Scores Accepted</b>	<b># of ICAPS Requiring Modifications &amp; Resubmission</b>		

Files Reviewed	

Adaptive Behavior Error	Comments
<input type="checkbox"/> Raw Scores added incorrectly	
<input type="checkbox"/> Rating compliance rather than quality of skills	
<input type="checkbox"/> Overly generous or optimistic estimate of ability	
Maladaptive Behavior Error	Comments
<input type="checkbox"/> Overestimate of severity	
<input type="checkbox"/> Cluster Behavior rated in multiple categories	
<input type="checkbox"/> Multiple Categories rated for a single problem	
<input type="checkbox"/> Behavior rated based upon use as an example (not really a problem).	
<input type="checkbox"/> Rating inattentiveness for a person with severe/profound mental retardation	
Maladaptive Behavior Error (Continued)	Comments
<input type="checkbox"/> Rating behaviors that are "not serious; not a problem."	
<input type="checkbox"/> Maladaptive behavior noted on ICAP inconsistent with other assessments	
<input type="checkbox"/> Lack of documentation of maladaptive behavior in the IPP	



Notable ICAP Errors	Comments
<input type="checkbox"/> Lack of training	
<input type="checkbox"/> Different respondents	
<input type="checkbox"/> Lack of knowledge of consumer	
<input type="checkbox"/> Non-consumer issues influencing ratings	

**OSV Summary Response Required**  Yes  No

**Date Required to PC&A**

**Participants Requiring OSV Response**

**Date of ICAP Observational Site Report**

If the PC&A Recommended ICAP Service Level Score is not accepted, the facility may file an appeal. Please refer to Chapter 800: General Administration Section 800.14.1(b) of the West Virginia Medicaid Provider Manual for appeal details.

<b>PC&amp;A LTC-CC Signature</b>	<b>Date</b>
----------------------------------	-------------



<b>LTC-CC:</b>		<b>Date:</b>	
<b>ICF/IID Facility:</b>		<b>Facility Number:</b>	
<b>Participant:</b> <input type="checkbox"/> Present		<b>DOB:</b>	
<b>Respondent :</b>		<b>Training</b> <input type="checkbox"/> YES <input type="checkbox"/> NO	
<b>Anchor Date:</b>		<b>Admission Anniversary Date (AAD):</b>	
<b>Current ICAP Date:</b>		<b>Current DD-2A Date:</b>	
<b>ICAP Service Level Score</b>		<b>Score</b>	<b>WV Level</b>
Submitted ICAP Service Level Score			
Accepted ICAP Service Level Score			
<b>ICAP Service Level Score Start Date</b>		<b>ICAP Service Level Score End Date</b>	

**ICAP score on-site consistent with score submitted to PC&A?**  YES  NO

<b>Documents Reviewed</b>	
<input type="checkbox"/>	DD-2a
<input type="checkbox"/>	Psychological Report
<input type="checkbox"/>	Social History
<input type="checkbox"/>	IPP
<input type="checkbox"/>	BSP
<input type="checkbox"/>	Interactive Guidelines
<input type="checkbox"/>	Other:

<b>Adaptive Behavior Error</b>	<b>Comments</b>
<input type="checkbox"/> Raw Scores added incorrectly	
<input type="checkbox"/> Rating compliance rather than quality of skills	
<input type="checkbox"/> Overly generous or optimistic estimate of ability	
<b>Maladaptive Behavior Error</b>	<b>Comments</b>
<input type="checkbox"/> Overestimate of severity	
<input type="checkbox"/> Cluster Behavior rated in multiple categories	
<input type="checkbox"/> Multiple Categories rated for a single problem	
<input type="checkbox"/> Behavior rated based upon use as an example (not really a problem).	
<input type="checkbox"/> Rating inattentiveness for a person with severe/profound intellectual disability	
<b>Maladaptive Behavior Error (Continued)</b>	<b>Comments</b>



<input type="checkbox"/> Rating behaviors that are "not serious; not a problem."	
<input type="checkbox"/> Maladaptive behavior noted on ICAP inconsistent with other assessments	
<input type="checkbox"/> Lack of documentation of maladaptive behavior in the IPP	
<b>Notable ICAP Errors</b>	<b>Comments</b>
<input type="checkbox"/> Lack of training	
<input type="checkbox"/> Different respondents	
<input type="checkbox"/> Lack of knowledge of consumer	
<input type="checkbox"/> Non-consumer issues influencing ratings	
<b>Score Accepted</b>	
<input type="checkbox"/> Current Level Accepted	

**OSV Summary Response Required**  Yes  No  
**Date Required to PC&A**

ICAP Service Level Score	Score	WV Level
Submitted ICAP Service Level Score		
Accepted Adjusted ICAP Service Level Score		
Accepted ICAP Service Level Score		
PC&A recommended ICAP Service Level Score		

If the PC&A Recommended ICAP Service Level Score is not accepted, the facility may file an appeal. Please refer to Chapter 800: General Administration Section 800.14.1(b) of the West Virginia Medicaid Provider Manual for appeal details.

<b>PC&amp;A LTC-CC Signature</b>	<b>Date</b>
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STATE OF WEST VIRGINIA  
DEPARTMENT OF HEALTH AND HUMAN RESOURCES

Earl Ray Tomblin  
Governor

Bureau for Medical Services  
350 Capitol Street, Room 251  
Charleston, West Virginia 25301  
Telephone: (304) 558-1700 Fax: (304) 558-1776

Karen L. Bowling  
Cabinet Secretary

Date: August 2, 2016

Name:

Address:

Hurricane, WV 25526

Medicaid WV I/DD Waiver Program

- Your Waiver Application is hereby denied.
  - Your Waiver services have been terminated.
- Your application was denied/terminated because:

Documentation submitted for review does not support the presence of an eligible diagnosis for the I/DD Waiver program of intellectual disability or a related condition which is severe.

- Documentation submitted does not support the presence of substantial adaptive deficits in three or more of the six major life areas identified for Waiver eligibility.

Specifically, the documentation failed to demonstrate substantial limitations in the following major life areas:

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Self-Care      | <input checked="" type="checkbox"/> Receptive or Expressive Language |
| <input checked="" type="checkbox"/> Learning       | <input checked="" type="checkbox"/> Mobility                         |
| <input checked="" type="checkbox"/> Self-Direction | <input checked="" type="checkbox"/> Capacity for Independent Living  |

Reviewer(s) relied on the following facts:

7/8/16 IPE; 5/30/13-7/16/13 Comprehensive Diagnostic Evaluation from River Park Hospital signed by Benjamin Lafferty, MD and Tara Bias, MA; 3/11/14 Putnam County Schools IEP; 3/24/08 Discharge Note from George Damous DABT Program signed by George Damous, MA, Ed.S.; undated application for Legal Guardianship unsigned; 8/5/05 Letter from Thomas Linz, Ph.D. of University Psychiatric Associates; 4/22/05 Letter from C.S. Edwards, M.D. River Park Hospital.

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

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

The policy upon which the decision is based: WV I/DD Waiver manual Chapter 513, 513.6.2.





STATE OF WEST VIRGINIA  
DEPARTMENT OF HEALTH AND HUMAN RESOURCES

Earl Ray Tomblin  
Governor

Bureau for Medical Services  
350 Capitol Street, Room 251  
Charleston, West Virginia 25301  
Telephone: (304) 558-1700 Fax: (304) 558-1776

Karen L. Bowling  
Cabinet Secretary

Date: Aug 17, 2016  
Name:  
Address: Charleston, WV 25320

Medicaid WV I/DD Waiver Program

- Your Waiver Application is hereby denied.
- Your Waiver services have been terminated.

Your application was denied/terminated because:

- Documentation submitted does not support the presence of substantial adaptive deficits in three or more of the six major life areas identified for Waiver eligibility.

Specifically, the documentation failed to demonstrate substantial limitations in the following major life areas:

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Self-Care      | <input checked="" type="checkbox"/> Receptive or Expressive Language |
| <input type="checkbox"/> Learning                  | <input checked="" type="checkbox"/> Mobility                         |
| <input checked="" type="checkbox"/> Self-Direction | <input type="checkbox"/> Capacity for Independent Living             |

Reviewer(s) relied on the following facts:

Annual Assessment completed by APS Healthcare dated 04/05/16 which includes the ICAP and ABAS-II.

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

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

The policy upon which the decision is based: WV I/DD Waiver manual Chapter 513, 513.6.2.





STATE OF WEST VIRGINIA  
DEPARTMENT OF HEALTH AND HUMAN RESOURCES

Earl Ray Tomblin  
Governor

Bureau for Medical Services  
350 Capitol Street, Room 251  
Charleston, West Virginia 25301  
Telephone: (304) 558-1700 Fax: (304) 558-1776

Karen L. Bowling  
Cabinet Secretary

IPN Non-Medicaid Reimbursement  
202 Glass Drive  
Cross Lanes, WV 25314  
Telephone: 304-776-7230 Fax: 304-776-7247  
[joliver@pcasolutions.com](mailto:joliver@pcasolutions.com)

---

DATE: 08/03/2016

TO:

FROM: Jill R. Oliver, WV I/DD Waiver

RE: IPN Non-Medicaid Evaluations

IPE(s) have been received and approved for payment. Please find enclosed your payment for evaluation(s) completed on the following:

If you have any questions please contact me directly at 304-776-7230 ext 308.

Sincerely,

Jill R. Oliver  
I/DD Waiver Program Non-Medicaid Reimbursement Coordinator



PC&A, Inc.  
WV I/DD Waiver  
Letter of Certification

Initial Determination

<input checked="" type="checkbox"/>	7/27/16 IPE
<input type="checkbox"/>	

Annual Redetermination

<input type="checkbox"/>	Eligible Diagnosis
<input type="checkbox"/>	Measure of Adaptive Behavior
<input type="checkbox"/>	

Based upon the review of the above noted, certification for medical eligibility is approved for this individual. This individual requires the level of care and services provided in an intermediate care facility for individuals with I/DD, related conditions or the equivalent of an ICF/IID level of care, and is effective for one year.

11/10/61

Applicant Name

DOB/APS ID

LTC-CC Signature



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

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**MEMORANDUM**

**DATE: JULY 11, 2016**

**TO: BEHAVIORAL HEALTH PAVILION**

**FROM: KRISTEN BLANKS, M.A./CLINICAL CONSULTANT**

**RE: PASRR LEVEL II DESK REVIEW-**

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The information provided for the above named individual has been reviewed. It reflects a diagnosis of dementia. As such, the individual is not in the Level II population. The Level I determination: nursing facility level of care eligible, is binding; therefore, the individual may be placed in a nursing facility.

Please forward a copy of the memo and the attached signed page 6 of the PAS to the facility in which the individual is placed. For further assistance, please contact Scott Hudson, Program Manager, at (304)776-7230, ext. 305.



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

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**MEMORANDUM**

**DATE:** JULY 27, 2016

**TO:**

**GOLDEN LIVING CENTER**

**FROM:** KERRI LINTON, M.A./CLINICAL CONSULTANT

**RE:** PASRR LEVEL II DESK REVIEW-

---

The information provided for the above named individual has been reviewed. It reflects significant functional deficits requiring a nursing facility level of care. The PAS indicates a diagnosis of Major Depressive Disorder. No indications of dangerousness to self or others was noted on the information submitted for review. Specialized services (inpatient psychiatric care) do not appear warranted and the decision at level I (nursing facility services) is binding.

The individual may be placed in a nursing facility in West Virginia. Please forward a copy of the memo to the facility in which the individual is placed.

If i may be of further assistance, please contact me at (304)776-7230, ext. 307.



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

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February 25, 2014

To:

Re:

Dear :

This is to notify you of the denial of the request for Long Term Care based upon the Level II Evaluation conducted on February 12, 2014 for by \_\_\_\_\_, Licensed Psychologist. The denial was based upon the findings indicated below:

**Reason for Denial Decision:** "LEVEL OF IMPAIRMENT; Mrs. is able to feed herself, bathe herself, dress, groom and take care of herself. She does have episodic incontinence of bladder. Today she was oriented to date and place. She has no difficulties walking. The patient requires little assistance to meet ADL's. The patient suffers from Depression and Generalized Anxiety Disorder. The patient DOES NOT meet the criteria for eligibility for nursing facility placement." (See attached report)

**Policy Applied:** CHAPTER 514-Medical Eligibility Regarding the Pre-Admission Screening; Section 514.6.3.

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

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

Respectfully,

Richard L. Workman, M.A.  
Licensed Psychologist WV # 287

Enclosure



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

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**PASRR**

**LEVEL II TRACKING FORM**

**Instructions:** As mandated by federal regulations, no individual should be placed in a nursing facility until the Level II evaluation is completed, regardless of their payment source. This form must be submitted immediately, when it becomes known that a Level II evaluation will not be completed on an individual who has applied for nursing facility care and a Level II evaluation was deemed necessary. Events that may interrupt the completion of a Level II evaluation include that the applicant (a) died, (b) was discharged home without admission to a nursing facility, or (c) was transferred to a non-nursing facility. Any individual who has had a Level II evaluation completed and has remained in the nursing facility would not require another Level II, if he/she is requesting to transfer to another nursing facility or to obtain Medicaid funding. In all the above events, this form should be submitted.

Applicant's Name: \_\_\_\_\_ Soc. Sec. #: \_\_\_\_\_

Birth Date: \_\_\_\_\_ PAS Referral Date: \_\_\_\_\_

Individual Submitting Tracking Form (Please Print): \_\_\_\_\_

Facility/Agency Name: \_\_\_\_\_

Date Tracking Form Completed: \_\_\_\_\_ Phone: \_\_\_\_\_

Level II was not completed due to:

- Death
- Discharged home without admission
- Transferred to a non-nursing facility
- Other: \_\_\_\_\_

Submit form to:

PC&A, Inc. 202 Glass Drive, Cross Lanes, WV 25313 or Fax: 304-776-7247.



# WV PASRR LEVEL II EVALUATION REFERRAL

When a Level II is Required:

## Out of State Facilities:

- A desk review will be completed by a PC&A Clinical Consultant.
- Fax an H&P, most recent nurses/progress notes, and a psychiatric consult if completed.
- A current mental status from a licensed mental health professional may be required if above information is inadequate to complete a desk review.
- PC&A will return required documentation for admission to a nursing facility if determined appropriate.

## WV Facilities:

- Contact a Level II Evaluator in your geographical area.
- If an Evaluator cannot complete the evaluation within 7-9 days, contact PC&A.

## FAQs

- Federal Regulations allow 7-9 days for completion of the Level II Evaluation.
- When denied at Level I and a Level II is triggered, a desk review must be completed.

## Tracking Form

- Must be submitted to PC&A when a Level II Evaluation/Desk Review is not completed for any reason.

Send required documents to:

PC&A, Inc.  
Attention: Kristen Blanks  
Fax: 304.776.7247  
Telephone: 304.776.7230 ext. 304  
Email: [kblanks@pcasolutions.com](mailto:kblanks@pcasolutions.com)

Alternate Contact for Additional Information:

Scott Hudson, Program Manager  
304.776.7230 ext. 305 or  
[shudson@pcasolutions.com](mailto:shudson@pcasolutions.com)

Mailing Address:

PC&A, Inc.  
202 Glass Drive  
Cross Lanes, West Virginia 25313





**Attachment B:**

**3. QUALIFICATIONS AND VENDOR ADMINISTRATIVE OPERATION REQUIREMENTS:**

**3.1.** PC&A has in excess of five years' experience and knowledge of the Federal and state Medicaid rules and regulations. PC&A staff has been involved with ICF/IID eligibility, on-site reviews, ICAP reviews, and has provided expert testimony at fair hearings since 1985.

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

**3.2.** PC&A staff has been involved with the WV I/DD Waiver program since its inception in 1985. Staff have made initial eligibility determinations, annual redeterminations, designed, developed and provided training to the Independent Psychologist Network, managed the Independent Psychologist Network and represented the Bureau for Medical Services in fair hearings.

**3.2.1.** Please find enclosed copies of reports, notifications, and materials developed by PC&A.

**3.3.** PC&A staff has managed the CDCSP program in excess of eight years. Staff has made initial eligibility determinations, annual redeterminations, provided notifications to family members, and represented the Bureau for Medical Services in fair hearings.

**3.3.1** Please find enclosed copies of reports, notifications, and materials developed by PC&A related to CDCSP to demonstrate our understanding of Federal and state Medicaid rules and regulations.

**3.4.** PC&A staff has been involved with the PASRR Level II program since 1999. Staff has been responsible for designing, developing, and training the Level II evaluators. Staff has also been responsible for completing Level II desk reviews, consulting with nursing homes, hospital social workers, and psychologists.

**3.4.1.** Please find attached copies of materials to demonstrate our level of expertise in the Level II program.

**3.5.** PC&A has three licensed psychologists and one contracted psychologist with excess of five years of experience, knowledge and expertise in making eligibility determinations for all four programs identified in the RFQ. Additionally, all four of the psychologists have more than three years' experience participating in fair hearings for the Bureau for Medical Services in all four programs.





- 3.5.1.** Please find attached documentation that demonstrates participation in fair hearings associated with all four programs. Please see the attached resumes and the company flowchart.
- 3.6.** PC&A has utilized a contracted West Virginia licensed Registered Nurse for the past eight years to meet all the requirements in making eligibility determinations for the CDCSP program as required. Please see the attached resume and company flowchart.
- 3.7.** PC&A will have a dedicated project manager to assure that all requirements are met in this RFQ. The project manager will serve as the point of contact for the Bureau along with other duties that shall be assigned to the project manager. Please see the attached resume and company flowchart.
- 3.8. VENDOR ADMINISTRATIVE OPERATION REQUIREMENTS:**
- 3.8.1. ICF/IID PROGRAM ELIGIBILITY:**
- 3.8.1.1.** PC&A ensures that a West Virginia licensed psychologist will make eligibility determinations for ICF/IID levels of care.
- 3.8.2. PASSR PROGRAM ELIGIBILITY LEVEL II:**
- 3.8.2.1.** PC&A ensures that a West Virginia licensed psychologist will make eligibility determinations regarding a nursing facility level of care, and complete PASRR Level II desk reviews for the PASRR program.
- 3.8.3. WV I/DD WAIVER ELIGIBILITY:**
- 3.8.3.1.** PC&A ensures that a West Virginia licensed psychologist will make eligibility determinations for the WV I/DD program.
- 3.8.4. CDCSP ELIGIBILITY:**
- 3.8.4.1.** PC&A ensures that a West Virginia registered nurse will make eligibility determinations for the CDCSP program for those individuals requiring a nursing facility or acute hospital level of care and ensures that a West Virginia licensed psychologist will make eligibility determinations for those individuals requiring an ICF/IID level of care for the CDCSP program.





**Attachment C:**

**4. MANDATORY REQUIREMENTS:**

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

**4.1.1. VENDOR ADMINISTRATIVE OPERATION REQUIREMENTS:**

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





- 4.1.1.4.1 Evaluations completed and time lines.
- 4.1.1.4.2 Eligibility decisions (approvals/denials).
- 4.1.1.4.3 Hearing status and decisions.
- 4.1.1.5 PC&A will generate standard ongoing quarterly data reports and provide to the Bureau for Medical Services by the 15<sup>th</sup> of the month following the end of a quarter. PC&A will provide quality reports that indicate data charts and quality assurance performance measures in a format compatible with the Bureau's computer software programs. It is understood that the necessary quarterly data reports will include the following:
  - 4.1.1.5.1 Total Evaluation Data: including initial approvals, denials, redetermination approvals, redetermination denials.
  - 4.1.1.5.2 CDCSP: data will be collected, maintained, and available regarding initial approvals, denials, redetermination approvals, redetermination denials, and attorney consults.
  - 4.1.1.5.3 ICF/IID: data will be collected, maintained, and available regarding initial approvals, denials, redetermination approvals, redetermination denials, and attorney consults.
  - 4.1.1.5.4 PASRR, Level II: data will be collected, maintained, and available regarding desk reviews, out of state referrals, trainings for evaluators, and trainings to providers.
  - 4.1.1.5.5 I/DDW: data will be collected, maintained, and available regarding initial approvals, denials, redetermination approvals, redetermination denials, and attorney consults.
  - 4.1.1.5.6 Fair Hearings: data will be collected, maintained, and available regarding pre-hearing approvals, completed hearings, withdraws, and abandoned hearings.
  - 4.1.1.5.7 Quality: PC&A will have a structured monitoring process utilizing the data and



quality information to assure that actions are in place for continuous review and improvement.

- 4.1.1.6.** PC&A will provide a monthly data report by the 15<sup>th</sup> of the month following the end of a quarter to the Bureau regarding the number of certified/trained evaluators by area and the hearing status (number of hearings attended, name of member/hearing officer, status of member in the hearing process, and results of the hearing decision).
- 4.1.1.7.** PC&A will participate in a minimum of one (1) monthly contractual management meeting, via face to face or conference call with BMS.
- 4.1.1.8.** PC&A will be responsible for providing all administrative operational functions necessary to support the medical eligibility process for the I/DD Waiver Program, CDCSP Program, ICF/IID Facilities, and PASRR Level II evaluations.
- 4.1.1.9.** PC&A will provide data collection, reporting, and the submission of information/data to BMS for operational tracking, quality assurance/improvement purposes, and methods for reporting on the contractual deliverables. PC&A will continue to participate or represent the Bureau in Fair Hearings for PASRR, Level II assessments, I/DD Waiver medical eligibility determinations, ICF/IID medical eligibility determinations and CDCSP medical eligibility determinations on an as needed basis.
- 4.1.1.10.** PC&A's current process and procedural manual for the eligibility and/or evaluation processes for the I/DD Waiver Program, CDCSP Program, ICF/IID facilities, and PASRR Level II evaluations will be revised/updated and submitted within thirty (30) calendar days of contract award. It is understood that the manual and any updates must be submitted for approval by BMS a minimum of fourteen (14) calendar days prior to implementation for each eligibility and/or evaluation process.
- 4.1.1.11.** PC&A will revise the current quality management manual and submit for approval by BMS within thirty (30) calendar days of contract award. It is understood the manual must include a quality management plan to include both quality assurance standards and quality improvement activities for all program requirements. The results will be reported to BMS at monthly face to face or conference call contract management team meetings. The manual and any updates





will be submitted for approval by BMS a minimum of fourteen (14) calendar days prior to quality management implementation.

- 4.1.1.12.** PC&A will participate in a minimum of one (1) monthly contractual management meeting, via face to face or conference call as agreed upon and scheduled by BMS.
- 4.1.1.13.** PC&A will be responsible for providing all operational and administrative support services or the operation of the medical eligibility determinations for the I/DD Waiver Program, CDCSP Program, ICF/IID facilities, and PASRR Level II evaluations.
- 4.1.1.14.** PC&A will participate/represent the Bureau in fair hearings for eligibility denials and/or terminations for the PASRR Level II Evaluations, I/DD Waiver determinations, ICF/IID determinations, and CDCSP determinations.
- 4.1.1.15.** PC&A will have staff available five (5) days per week (Monday through Friday, excluding WV observed holidays: New Year's Eve 12:00pm to 5:00pm EST, New Year's Day, Martin Luther King Day, President's Day, Primary Election Day, Memorial Day, West Virginia Day, Independence Day, Labor Day, Columbus Day, General Election Day, Veterans' Day, Thanksgiving Day and the day after Thanksgiving, And Christmas Eve 12:00pm to 5:00pm EST, and Christmas Day) via telephone or e-mail during normal business hours (9:00am through 5:00pm) Eastern Standard Time. PC&A will continue to be available for emergencies and will provide BMS with a 24 hour emergency name, phone number, and email address.
- 4.1.1.16.** PC&A is located at: 202 Glass Drive, Cross Lanes, West Virginia, 25313 and will provide the following:
  - 4.1.1.16.1.** A computer system that is compatible with the Bureau's operating systems to include:  
<http://www.dhhr.org/mis/standards.asp> and  
[http://www.technology.wv.gov/Productsand Services/Pages/desktop-tools.aspx](http://www.technology.wv.gov/ProductsandServices/Pages/desktop-tools.aspx)
  - 4.1.1.16.2.** Administrative and clerical/data support.
  - 4.1.1.16.3.** The ability to electronically store and maintain current and archived member eligibility/medical records as required by regulation Chapter 300





Provider Participation Requirements, which can be found at (<http://www.dhhr.wv.gov/bms/pages/manuals.aspx>) in either paper or electronic format within thirty (30) calendar days of contract award.

- 4.1.1.17.** PC&A will provide, at a minimum of one (1) to a maximum of four (4) face to face statewide training classes for each of the following programs annually: PASRR Level II, CDCSP, ICF/IID, and I/DD Waiver. All trainings and training materials will be submitted for approval by BMS at least fourteen (14) calendar days in advance of the training.
  
- 4.1.1.18.** PC&A will maintain complete, accurate and legible records as outlined in Chapter 300 of the West Virginia Medicaid Policy Manual (<http://www.dhhr.wv.gov/bms/pages/manuals.aspx>)
  - 4.1.1.18.1.** Records will substantiate fully the type, scope and medical necessity of the services by member record, as needed and required.
  
  - 4.1.1.18.2.** Documentation shall include the member name, service description, date and provider signature or other requirements as outlined in Medicaid Policy.
  
  - 4.1.1.18.3.** The Member's file will be maintained for at least five (5) years after the last date of services. Any record that is under dispute or investigated will be maintained until the issue is resolved.
  
  - 4.1.1.18.4.** Records will be readily accessible.
  
  - 4.1.1.18.5.** The maintenance and electronic transmission of member records will be Health Insurance Portability and Accountability Act (HIPAA) compliant per Attachment\_2 WV HIPAA Business Associate Addendum.
  
- 4.1.2. ICF/IID PROGRAM ELIGIBILITY:**
  - 4.1.2.1.** PC&A will determine ICF/IID eligibility initially and redeterminations annually within thirty (30) calendar days of receipt of a completed packet, as described in the ICF/IID policy manual located at





<http://www.dhhr.wv.gov/bms/pages/manuals.aspx>, from the provider. Annual redeterminations will be completed within 30 calendar days of the admission anniversary date of initial eligibility and will be reviewed by PC&A. Additionally, PC&A will review ICAP response booklets and computer score summaries to determine an accurate score to be utilized to establish the initial reimbursement rate and annually thereafter to support accuracy of the score to be used for determining the rate of reimbursement [**Clarification: PC&A does not establish a reimbursement rate. Rather, PC&A determines an accurate ICAP level score to be utilized in determining the initial reimbursement rate and annual reimbursement rate thereafter**].

- 4.1.2.2. PC&A will provide the BMS claims fiscal agent with information required to generate authorizations for services which include, the ICAP Level scores and corresponding effective and termination dates for ICF/IID facility participants. PC&A will provide data through a data transfer system with the claims fiscal agent and will continue to input information regarding authorizations.
  - 4.1.2.3. PC&A will utilize evaluations (Medical, Psychiatric, Psychological, etc.) submitted by the applicant to determine each consumer's need for an ICF/IID level of care.
  - 4.1.2.4. PC&A will perform an on-site review of the Inventory for Client and Agency Planning (ICAP) assessments per each facility on an annual basis for quality monitoring of the process. PC&A will visit 100% of all ICF/IID facilities in the first year of the contract. During the following three (3) optional, renewal years, PC&A will assure that 50% of all facilities are randomly reviewed per renewal year.
  - 4.1.2.5. PC&A will notify the individual/member or legal representative and local county DHHR office in writing within thirty (30) calendar days, of the denial and appeal rights regarding the eligibility decision.
- 4.1.3. **PASRR PROGRAM ELIGIBILITY LEVEL II:**
- 4.1.3.1. PC&A will conduct an independent desk review or face-to-face visit for PASRR Level II evaluations to determine medical eligibility for individuals who may need nursing facility level of care and trigger a Level II evaluation.





- 4.1.3.2.** PC&A or the Level II evaluator will notify the referring entity of the results of the PASRR Level II evaluation in writing via completing Page six (6) on the PAS and a written report, when requested within an average of seven to nine (7-9) calendar days **[Clarification \* see below]** of receipt of referral. For fiscal year 2015-2016, desk reviews were completed in fewer than 1 day on average and Level II Evaluations were completed in an average of fewer than 2 days.
- 4.1.3.3.** PC&A shall be responsible for ensuring that the Level II evaluators complete all PASRR Level II evaluations within an average of seven to nine (7-9) calendar days **[Clarification \* see below]** of receipt of referral including a completed written report.
- 4.1.3.4.** PC&A shall recruit, train, and approve WV Licensed Psychologists throughout the state to conduct PASRR Level II evaluations and will be responsible for monitoring each evaluator through review of submitted reports.
- 4.1.3.5.** PC&A will be responsible for all clerical and/or administrative functions associated with the determination of eligibility for PASRR Level II evaluations. Functions will include:
- 4.1.3.5.1.** Written notification of eligibility
  - 4.1.3.5.2.** Tracking of applicants
  - 4.1.3.5.3.** Requests for information regarding eligibility
  - 4.1.3.5.4.** Tracking of eligibility decisions, tracking of certified/trained/approved evaluators and tracking of Medicaid fair hearing status

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

**4.1.4. I/DD WAIVER ELIGIBILITY:**

- 4.1.4.1.** PC&A shall be responsible for the initial determination of medical eligibility within ninety (90) calendar days of a





completed initial application request and will notify BMS or contracted agent in writing of all determinations.

- 4.1.4.2.** PC&A shall be responsible for annual redetermination of medical eligibility of members prior to each member's annual anchor date and will notify BMS and the I/DD Waiver Administrative Services Organization (ASO) in writing of all determinations. A member's anchor date is the annual date that each member's medical eligibility is due to be redetermined as well as the date for that member's annual Individual Program Plan (IPP).
- 4.1.4.3.** PC&A shall be responsible for the development and coordination of the Independent Psychological Network (IPN) comprised of WV Licensed Psychologists, to ensure completion of the Independent Psychological Evaluation (IPE) assessments to determine initial medical eligibility for the I/DD Waiver program and second medical evaluations as requested by BMS.
- 4.1.4.4.** PC&A shall recruit, train, and identify WV Licensed Psychologists throughout the state to conduct I/DD Waiver evaluations, including monitoring the accuracy of their reports and providing necessary re-education.
- 4.1.4.5.** PC&A in cooperation with the BMS I/DD Waiver ASO shall provide quarterly clinical reviews of evaluation reports as needed. The type, scope, and frequency shall be outlined in the Quality Indicators as developed by BMS and approved by CMS in the I/DD Waiver Application.
- 4.1.4.6.** PC&A will coordinate with the BMS I/DD Waiver ASO to ensure accurate reporting of quarterly data pertaining to evaluations completed, timelines, eligibility decisions and hearings.
- 4.1.4.7.** PC&A will be responsible for monitoring the IPN to ensure the initial request for evaluation is completed within ninety (90) calendar days.
- 4.1.4.8.** PC&A will be responsible for reimbursing IPN psychologists directly for completion of the Independent Psychological Evaluation at the prevailing Medicaid rate for applicants who are not Medicaid eligible at the time of assessment. Cost incurred by PC&A for reimbursing IPN psychologists directly for the completion of the Independent Psychological Evaluations for non-Medicaid eligible applicants are





considered a pass through cost and may be separately invoiced to the Bureau and will not be included in the Cost Proposal.

- 4.1.4.9. PC&A will be responsible for communicating to the ASO that the completed evaluation is approved for processing for payment.
- 4.1.4.10. PC&A will track and report receipt of all initial eligibility applications and to whom the IPE is assigned, completions and payments to all members of the IPN, completed evaluations by the IPN and payments to the IPN.
- 4.1.4.11. PC&A shall ensure that the IPN has the statewide coverage necessary to complete evaluations in the required timeframes.

**4.1.5. CDCSP ELIGIBILITY:**

- 4.1.5.1. PC&A shall be responsible for assessment review and determination of required medical eligibility for the CDCSP.
- 4.1.5.2. PC&A shall determine medical eligibility for the CDCSP within thirty (30) calendar days of receipt of a complete application and will notify applicants if an incomplete packet is received.
- 4.1.5.3. PC&A shall make annual redeterminations of medical eligibility for the CDCSP within thirty (30) calendar days of the individual's anchor date of medical eligibility. The anchor date will be established based upon initial eligibility.
- 4.1.5.4. PC&A will utilize evaluations (Medical, Psychiatric, Psychological, etc.) submitted by the applicant in order to determine the level of care for the CDCSP.
- 4.1.5.5. PC&A will notify in writing the individual/member or legal representative, DHHR county office and BMS regarding the eligibility decision and appeal rights for the CDCSP within thirty (30) calendar days of receipt of a completed application.
- 4.1.5.6. PC&A will be responsible for all clerical and/or administrative functions associated with the determination of eligibility for the CDCSP. Functions will include written notification of eligibility, tracking of applicants, requests for information





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

#### 4.1.6. ADDITIONAL SERVICES

- 4.1.6.1. PC&A shall provide additional services to comply with externally driven changes to BMS programs and requirements, including any State or Federal laws, rules, and regulations. Additional services shall be bid as an all-inclusive hourly rate and shall require Bureau approval of a Statement of Work (SOW) and submission of a related Cost Estimate.
- 4.1.6.2. PC&A has incorporated into this RFQ the plan to supply all deliverables as required in Appendix\_1 (Reporting Requirements) and Appendix \_1 (Service Level Agreements) and will perform according to the approved Service Level Agreements listed in Appendix\_1. **[Clarification: in PASRR Program Eligibility Level II, the PASRR Level II Evaluation will be completed within an average of seven to nine (7-9) calendar days from receipt of referral rather than “within nine (9) calendar days of receipt of referral” per 42CFR483.112(c). See 4.1.3.2 of Attachment C: Mandatory Requirements].**



## GENERAL TERMS AND CONDITIONS:

**1. CONTRACTUAL AGREEMENT:** Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

**2. DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

**2.1. "Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

**2.2. "Bid" or "Proposal"** means the vendors submitted response to this solicitation.

**2.3. "Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

**2.4. "Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.

**2.5. "Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.

**2.6. "Award Document"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

**2.7. "Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

**2.8. "State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

**2.9. "Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

**3. CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

**Term Contract**

**Initial Contract Term:** This Contract becomes effective on award \_\_\_\_\_ and extends for a period of one (1) year(s).

**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 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. Renewal of this Contract is limited to three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed thirty-six (36) months in total. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

**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, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional \_\_\_\_\_ successive one year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed \_\_\_\_\_ months in total. Automatic renewal of this Contract is prohibited.

**One Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

**Other:** See attached.

Revised 05/04/2016

**4. NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.

**5. QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

**Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

**Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

**Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

**One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

**6. EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

**7. REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

**BID BOND (Construction Only):** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

**PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of \_\_\_\_\_. The performance bond must be received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

**LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

**MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

**INSURANCE:** The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:

**Commercial General Liability Insurance:** In the amount of \$1,000,000.00  
occurrence \_\_\_\_\_ or more.

**Builders Risk Insurance:** In an amount equal to 100% of the amount of the Contract.

Professional Liability Insurance \$1,000,000.00

The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

**LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

WV Licensed Psychologist

WV Licensed Registered Nurse

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.

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

**9. LITIGATION BOND:** The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.

**10. LIQUIDATED DAMAGES:** Vendor shall pay liquidated damages in the amount of

See Appendix 1

for the event the Vendor defaults on the contract

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.

**11. 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.

**12. 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.

**13. PAYMENT:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.

**14. PURCHASING CARD ACCEPTANCE:** The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

**15. 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.

**16. ADDITIONAL FEES:** Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

**17. 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.

**18. 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 § 148-1-6.1.e.



**19. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.

**20. 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.

**21. COMPLIANCE:** 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.

**22. 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.

**23. 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.

**24. 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.

**25. 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.

**26. 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. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.

**27. 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.

**28. 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.

**29. BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

**30. PRIVACY, SECURITY, AND CONFIDENTIALITY:** The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.

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

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

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

**32. LICENSING:** In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. 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.

**33. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

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

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

**35. VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

**36. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

**37. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.

**38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

**39. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

**40. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at [purchasing.requisitions@wv.gov](mailto:purchasing.requisitions@wv.gov).

**41. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

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

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

**42. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS:** Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

**43. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL:** In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

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

**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.

Richard L. Workman  
(Name, Title)  
Richard L. Workman, President  
Richard L. Workman, President  
(Printed Name and Title)  
202 Glass Drive, Cross Lanes, WV 25313  
202 Glass Drive, Cross Lanes, WV 25313  
(Address)  
304-776-7230 (phone) 304-776-7247 (fax)  
304-776-7230 (phone) 304-776-7247 (fax)  
(Phone Number) / (Fax Number)  
rworkman@pcasolutions.com  
rworkman@pcasolutions.com  
(email address)

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

Psychological Consultation & Assessment, Inc.  
(Company)

Richard L. Workman, Richard L. Workman, President  
(Authorized Signature) (Representative Name, Title)

Richard L. Workman, President  
(Printed Name and Title of Authorized Representative)

8/29/16  
(Date)

304-776-7230 (phone) 304-776-7247 (fax)  
(Phone Number) (Fax Number)

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

	Year 1	Year 2 (Optional Renewal)	Year 3 (Optional Renewal)	Year 4 (Optional Renewal)
Setup Costs	\$ 0.00			
Program: 4.1.1.1 - 4.1.1.18 Vendor Administrative Operation Requirements	\$ 465,680	\$ 477,322	\$ 489,255	\$ 502,709
Program: 4.1.2.1 - 4.1.2.5 ICF/MR Program Eligibility	\$ 124,979	\$ 128,103	\$ 131,305	\$ 134,915
Program: 4.1.3.1 - 4.1.3.6 PASRR Program Eligibility Level II	\$ 71,949	\$ 73,747	\$ 75,590	\$ 77,668
Program: 4.1.4.1 - 4.1.4.11 I/DD Provider Eligibility	\$ 188,457	\$ 193,168	\$ 197,997	\$ 203,441
Program: 4.1.5.1 - 4.1.5.6 CDCSP Eligibility Determinations	\$ 35,173	\$ 36,052	\$ 36,953	\$ 37,969
Item: 4.1.6.1, 4.1.6.2 Additional Services \$ <u>140</u> (all inclusive hourly rate) X 100 hours (Estimated) Year (1)	\$ 14,000			
Item: 4.1.6.1, 4.1.6.2 Additional Services \$ <u>145</u> (all inclusive hourly rate) X 100 hours (Estimated) Year (2)		\$ 14,500		
Item: 4.1.6.1, 4.1.6.2 Additional Services \$ <u>145</u> (all inclusive hourly rate) X 100 hours (Estimated) Year (3)			\$ 14,500	
Item: 4.1.6.1, 4.1.6.1.2 Additional Services \$ <u>150</u> (all inclusive hourly rate) X 100 hours (Estimated) Year (4)				\$ 15,000
Item: 4.1.1.4 *Ad hoc Reporting \$ <u>1700</u> (all inclusive hourly rate) X 100 hours (Estimated) Year (1)	\$ 1700			
Item: 4.1.1.4 *Ad hoc Reporting \$ <u>1800</u> (all inclusive hourly rate) X 100 hours (Estimated) Year (2)		\$ 1800		
Item: 4.1.1.4 *Ad hoc Reporting \$ <u>1800</u> (all inclusive hourly rate) X 100 hours (Estimated) Year (3)			\$ 1800	
Item: 4.1.1.4 *Ad hoc Reporting \$ <u>1800</u> (all inclusive hourly rate) X 100 hours (Estimated) Year (4)				\$ 1800
Annual Costs (Estimated) (A+C+D)	(A) \$ 901,938	(B) \$ 924,692	(C) \$ 947,400	(D) \$ 973,502
<b>Estimated Grand Total \$ 3,747,532</b> (A+B+C+D)				



**Inclusive Hourly Rate for Additional Services and Ad hoc Reporting:**

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

es:

The Vendors Estimated Grand Total will include all general and administrative staffing (secretarial, clerical, travel, supplies and other resource costs necessary to perform all services within the scope of this requirement.

Estimated hours are to be used for cost bid evaluation purposes only.

The cost bid will be evaluated on the Estimated Grand Total for the four (4) year period.

Vendor will not be eligible to invoice any operational or programmatic costs while invoicing for start-up costs. Programmatic costs identified in the cost bid sheet beginning with the label of Program: shall be pro-rated over the remaining months in the contract period once the start-up period is concluded.

Vendor must receive an approved delivery order before beginning any work for additional services and the ad hoc reporting.

Program services shall be invoiced based on a pro-rata share of the monthly periods included in the contract period, excluding all start up periods in which start-up costs are invoiced.

Psychological Consultation & Assessment, Inc.

(Company)

Richard L. Workman, President

(Representative Name, Title)

304-776-7230/304-776-7247

(Contact Phone/Fax Number)



(Signature)

8/29/16

(Date)



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

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

Proc Folder: 135606

Doc Description: PSYCHOLOGICAL CONSULT SERVICES

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2016-08-03	2016-09-01 13:30:00	CRFQ 0511 BMS1700000001	1

**BID RECEIVING LOCATION**  
 BID CLERK  
 DEPARTMENT OF ADMINISTRATION  
 PURCHASING DIVISION  
 2019 WASHINGTON ST E  
 CHARLESTON WV 25305  
 MS

**VENDOR**  
 Vendor Name, Address and Telephone Number: Psychological Consultation & Assessment, Inc  
 202 Glass Dr.  
 Cross Lanes, WV, 25313  
 304-776-7230

**FOR INFORMATION CONTACT THE BUYER**  
 Mark A Atkins  
 (304) 558-2307  
 mark.a.atkins@wv.gov

Signature X *Ronald W. Wickman* FEIN # 550764000 DATE 8/29/16

I offer subject to all terms and conditions contained in this solicitation

**ADDITIONAL INFORMATION:**

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Department of Health and Human Resources (WVDHHR), Bureau for Medical Services (BMS) to establish a contract for Psychological Consultant Services to assist the Bureau for Medical Services (BMS) in managing the provision of Medicaid services to applicants and recipients in the areas of Nursing Facility (NF), Intermediate Care Facility/Individuals with Intellectual Disabilities (ICF/IID), the Intellectual/Developmental Disabilities (I/DD) Waiver and Children with Disabilities Community Services Program (CDCSP), per attached documents.

NOTE: This solicitation may be funded in whole or in part with Federal Funds and thus this solicitation and its resulting awarded contract are subject to the requirements of Attachment 1: Provisions Required for Federally Funded Procurements.

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

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

Comm Code	Manufacturer	Specification	Model #
5121608			

Extended Description :  
Start-up Costs

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
	4.1.1.1 - 4.1.1.18 Vendor Admin Operation Requirements				\$465,680

Comm Code	Manufacturer	Specification	Model #
5121608			

Extended Description :  
Program: 4.1.1.1 - 4.1.1.18 Vendor Administrative Operation Requirements-Year 1

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	4.1.2.1 - 4.1.2.5 ICF/MR Program Eligibility				\$124,979

Comm Code	Manufacturer	Specification	Model #
5121608			

**Extended Description :**  
Program: 4.1.2.1 - 4.1.2.5 ICF/MR Program Eligibility-Year 1

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	4.1.3.1 - 4.1.3.6 PASRR Program Eligibility Level II				\$71,949

Comm Code	Manufacturer	Specification	Model #
5121608			

**Extended Description :**  
Program: 4.1.3.1 - 4.1.3.6 PASRR Program Eligibility Level II-Year 1

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
	4.1.4.1 - 4.1.4.11 I/DD Waiver Eligibility				\$188,457

Comm Code	Manufacturer	Specification	Model #
5121608			

**Extended Description :**

Program: 4.1.4.1 - 4.1.4.11 I/DD Waiver Eligibility-Year 1

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	4.1.5.1 - 4.1.5.6 CDCSP Eligibility Determinations				\$35,173

Comm Code	Manufacturer	Specification	Model #
5121608			

**Extended Description :**

Program: 4.1.5.1 - 4.1.5.6 CDCSP Eligibility Determinations-Year 1

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
	4.1.6.1 - 4.1.6.2 *Additional Services- Year 1	100.00000	HOUR		\$14,000

Comm Code	Manufacturer	Specification	Model #
5121608			

**Extended Description :**

Section: 4.1.6.1 - 4.1.6.2 \*Additional Services \$ 140 (all inclusive hourly rate) X 100 hours (Estimated)-Year 1

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	4.1.6.1 - 4.1.6.2 *Additional Services- Year 2	100.00000	HOUR		\$14,500

Comm Code	Manufacturer	Specification	Model #
5121608			

**Extended Description :**  
 Section: 4.1.6.1 - 4.1.6.2 \*Additional Services \$ 145 (all inclusive hourly rate) X 100 hours (Estimated)-Year 2

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	4.1.6.1 - 4.1.6.2 *Additional Services- Year 3	100.00000	HOUR		\$14,500

Comm Code	Manufacturer	Specification	Model #
5121608			

**Extended Description :**  
 Section: 4.1.6.1 - 4.1.6.2 \*Additional Services \$ 145 (all inclusive hourly rate) X 100 hours (Estimated)-Year 3

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
0	4.1.6.1 - 4.1.6.2 *Additional Services- Year 4	100.00000	HOUR		\$15,000

Comm Code	Manufacturer	Specification	Model #
5121608			

**Extended Description :**

Section: 4.1.6.1 - 4.1.6.2 \*Additional Services \$ 150 (all inclusive hourly rate) X 100 hours) (Estimated)-Year 4

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	4.1.1.4 *Ad hoc Reporting- Year 1	20.00000	hour		\$1700

Comm Code	Manufacturer	Specification	Model #
5121608			

**Extended Description :**

Section: 4.1.1.4 \*Ad hoc Reporting \$ 85 (all inclusive hourly rate) X 20 hours) (Estimated)-Year 1

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	4.1.1.4 *Ad hoc Reporting- Year 2	20.00000	hour		\$1800

Comm Code	Manufacturer	Specification	Model #
5121608			

**Extended Description :**

Section: 4.1.1.4 \*Ad hoc Reporting \$ 90 (all inclusive hourly rate) X 20 hours) (Estimated)-Year 2

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
13	4.1.1.4 *Ad hoc Reporting- Year 3	20.00000	HOUR		\$1800

Comm Code	Manufacturer	Specification	Model #
5121608			

Extended Description :  
 Section: 4.1.1.4 \*Ad hoc Reporting \$ 90 (all inclusive hourly rate) X 20 hours) (Estimated)-Year 3

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
14	4.1.1.4 *Ad hoc Reporting- Year 4	20.00000	HOUR		\$1800

Comm Code	Manufacturer	Specification	Model #
5121608			

Extended Description :  
 Section: 4.1.1.4 \*Ad hoc Reporting \$ 90 (all inclusive hourly rate) X 20 hours) (Estimated)-Year 4

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
15	4.1.1.1 - 4.1.1.18 Vendor Admin Operation Requirements				\$477,322



Comm Code	Manufacturer	Specification	Model #
5121608			

**Extended Description :**

Program: 4.1.1.1 - 4.1.1.18 Vendor Administrative Operation Requirements-Year 2

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	4.1.1.1 - 4.1.1.18 Vendor Admin Operation Requirements				\$489,255

Comm Code	Manufacturer	Specification	Model #
5121608			

**Extended Description :**

Program: 4.1.1.1 - 4.1.1.18 Vendor Administrative Operation Requirements-Year 3

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	4.1.1.1 - 4.1.1.18 Vendor Admin Operation Requirements				\$502,709

Comm Code	Manufacturer	Specification	Model #
5121608			

**Extended Description :**

Program: 4.1.1.1 - 4.1.1.18 Vendor Administrative Operation Requirements-Year 4

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
18	4.1.2.1 - 4.1.2.5 ICF/MR Program Eligibility				\$128,103

Comm Code	Manufacturer	Specification	Model #
5121608			

Extended Description :  
Program: 4.1.2.1 - 4.1.2.5 ICF/MR Program Eligibility-Year 2

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
19	4.1.2.1 - 4.1.2.5 ICF/MR Program Eligibility				\$131,305

Comm Code	Manufacturer	Specification	Model #
5121608			

Extended Description :  
Program: 4.1.2.1 - 4.1.2.5 ICF/MR Program Eligibility-Year 3

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
20	4.1.2.1 - 4.1.2.5 ICF/MR Program Eligibility				\$134,915

Comm Code	Manufacturer	Specification	Model #
85121608			

**Extended Description :**  
 Program: 4.1.2.1 - 4.1.2.5 ICF/MR Program Eligibility-Year 4

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
21	4.1.3.1 - 4.1.3.6 PASRR Program Eligibility Level II				\$73,747

Comm Code	Manufacturer	Specification	Model #
85121608			

**Extended Description :**  
 Program: 4.1.3.1 - 4.1.3.6 PASRR Program Eligibility Level II-Year 2

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
22	4.1.3.1 - 4.1.3.6 PASRR Program Eligibility Level II				\$75,590

Comm Code	Manufacturer	Specification	Model #
85121608			

**Extended Description :**  
 Program: 4.1.3.1 - 4.1.3.6 PASRR Program Eligibility Level II-Year 3

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	4.1.3.1 - 4.1.3.6 PASRR Program Eligibility Level II				\$77,668

Comm Code	Manufacturer	Specification	Model #
5121608			

**Extended Description :**  
Program: 4.1.3.1 - 4.1.3.6 PASRR Program Eligibility Level II-Year 4

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	4.1.4.1 - 4.1.4.11 I/DD Waiver Eligibility				\$193,168

Comm Code	Manufacturer	Specification	Model #
5121608			

**Extended Description :**  
Program: 4.1.4.1 - 4.1.4.11 I/DD Waiver Eligibility-Year 2

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	4.1.4.1 - 4.1.4.11 I/DD Waiver Eligibility				\$197,997

Comm Code	Manufacturer	Specification	Model #
5121608			

**Extended Description :**

Program: 4.1.4.1 - 4.1.4.11 I/DD Waiver Eligibility-Year 3

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
26	4.1.4.1 - 4.1.4.11 I/DD Waiver Eligibility				\$203,441

Comm Code	Manufacturer	Specification	Model #
5121608			

**Extended Description :**

Program: 4.1.4.1 - 4.1.4.11 I/DD Waiver Eligibility-Year 4

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	4.1.5.1 - 4.1.5.6 CDCSP Eligibility Determinations				\$36,052

Comm Code	Manufacturer	Specification	Model #
5121608			

**Extended Description :**

Program: 4.1.5.1 - 4.1.5.6 CDCSP Eligibility Determinations-Year 2

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
28	4.1.5.1 - 4.1.5.6 CDCSP Eligibility Determinations				\$36,953

Comm Code	Manufacturer	Specification	Model #
5121608			

**Extended Description :**  
Program: 4.1.5.1 - 4.1.5.6 CDCSP Eligibility Determinations-Year 3

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
29	4.1.5.1 - 4.1.5.6 CDCSP Eligibility Determinations				\$37,969

Comm Code	Manufacturer	Specification	Model #
5121608			

**Extended Description :**  
Program: 4.1.5.1 - 4.1.5.6 CDCSP Eligibility Determinations-Year 4

**SCHEDULE OF EVENTS**

Line	Event	Event Date
	Technical Questions due by 4:00 pm EST	2016-08-17

<b>BMS170000001</b>	<b>Document Phase</b> Final	<b>Document Description</b> PSYCHOLOGICAL CONSULT SERVICES	<b>Page</b> 14 of 14
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**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

# VENDOR PREFERENCE CERTIFICATE

Certification and application is hereby made for Preference in accordance with **West Virginia Code**, §5A-3-37. (Does not apply to construction contracts). **West Virginia Code**, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the **West Virginia Code**. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Vendor Preference, if applicable.

1. **Application is made for 2.5% vendor preference for the reason checked:**  
 Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,  
 Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification;  
 Bidder is a resident vendor partnership, association, or corporation with at least eighty percent of ownership interest of bidder held by another entity that meets the applicable four year residency requirement; **or**,  
 Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; **or**,
2. **Application is made for 2.5% vendor preference for the reason checked:**  
 Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,
3. **Application is made for 2.5% vendor preference for the reason checked:**  
 Bidder is a nonresident vendor that employs a minimum of one hundred state residents, or a nonresident vendor which has an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia and employs a minimum of one hundred state residents, and for purposes of producing or distributing the commodities or completing the project which is the subject of the bidder's bid and continuously over the entire term of the project, on average at least seventy-five percent of the bidder's employees or the bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years and the vendor's bid; **or**,
4. **Application is made for 5% vendor preference for the reason checked:**  
 Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; **or**,
5. **Application is made for 3.5% vendor preference who is a veteran for the reason checked:**  
 Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; **or**,
6. **Application is made for 3.5% vendor preference who is a veteran for the reason checked:**  
 Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.
7. **Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules.**  
 Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) rescind the contract or purchase order; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

**Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.**

Bidder: Psychological Consultation & Assessment, Inc.

Signed: 

Date: 8/29/16

Title: President

\*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.  
Attachment E: Certificates/Insurance



## WV Oasis

Transaction Number: 20160606104462

Status: CompletedOk

Amount: \$125.00

Company Name: Psychological Consultation & Assessment, INC.

Name: Richard Workman

Address: 202 Glass Dr.

Cross Lanes WV 25313

Phone: 304-776-7230

e-Mail: rworkman@pcasolutions.com

Card Holder: Richard Workman

Card Type: Visa

Card: xxxxxxxxxxxx1241

\*Your bank statement will show WV Treasury for this transaction

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

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

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

**DEFINITIONS:**

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

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

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

**AFFIRMATION:** By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that 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: Psychological Consultation & Assessment, Inc

Authorized Signature: Richard J. Workman Date: 8/29/16

State of West Virginia

County of Kanawha, to-wit:

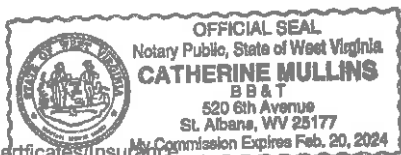
Taken, subscribed, and sworn to before me this 29 day of August, 2016

My Commission expires 2/20/2024, 2024

**AFFIX SEAL HERE**

**NOTARY PUBLIC** Catherine Mullins

*Purchasing Affidavit (Revised 08/01/2015)*



## WV STATE GOVERNMENT

### HIPAA BUSINESS ASSOCIATE ADDENDUM

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

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

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

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

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

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

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

## 2. Permitted Uses and Disclosures.

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

### 3. Obligations of Associate.

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

**f. Support of Individual Rights.**

- i. Access to PHI.** Associate shall make the PHI maintained by Associate or its agents or subcontractors in Designated Record Sets available to Agency for inspection and copying, and in electronic format, if requested, within ten (10) days of a request by Agency to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR § 164.524 and consistent with Section 13405 of the HITECH Act.
- ii. Amendment of PHI.** Within ten (10) days of receipt of a request from Agency for an amendment of the PHI or a record about an individual contained in a Designated Record Set, Associate or its agents or subcontractors shall make such PHI available to Agency for amendment and incorporate any such amendment to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR § 164.526.
- iii. Accounting Rights.** Within ten (10) days of notice of a request for an accounting of disclosures of the PHI, Associate and its agents or subcontractors shall make available to Agency the documentation required to provide an accounting of disclosures to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR §164.528 and consistent with Section 13405 of the HITECH Act. Associate agrees to document disclosures of the PHI and information related to such disclosures as would be required for Agency to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528. This should include a process that allows for an accounting to be collected and maintained by Associate and its agents or subcontractors for at least six (6) years from the date of disclosure, or longer if required by state law. At a minimum, such documentation shall include:

  - the date of disclosure;
  - the name of the entity or person who received the PHI, and if known, the address of the entity or person;
  - a brief description of the PHI disclosed; and
  - a brief statement of purposes of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure.
- iv. Request for Restriction.** Under the direction of the Agency, abide by any individual's request to restrict the disclosure of PHI, consistent with the requirements of Section 13405 of the HITECH Act and 45 CFR § 164.522, when the Agency determines to do so (except as required by law) and if the disclosure is to a health plan for payment or health care operations and it pertains to a health care item or service for which the health care provider was paid in full "out-of-pocket."
- v. Immediate Discontinuance of Use or Disclosure.** The Associate will immediately discontinue use or disclosure of Agency PHI pertaining to any individual when so requested by Agency. This includes, but is not limited to, cases in which an individual has withdrawn or modified an authorization to use or disclose PHI.

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

unless otherwise directed by the Agency in writing, the Office of Technology at [incident@wv.gov](mailto:incident@wv.gov) or <https://apps.wv.gov/ot/ir/Default.aspx>.

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

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

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

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

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

#### 4. Addendum Administration.

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



and subcontractors to assist the Agency with any HIPAA required accounting of disclosures survives the termination of the underlying Agreement.

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

#### 5. General Provisions/Ownership of PHI.

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

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

Name of Agency: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Psychological Consultation

Name of Associate: & Assessment, Inc.

Signature: Richard A. Whisman

Title: President

Date: 8/29/16

Form - WVBA-012004  
Amended 06.28.2013

APPROVED AS TO FORM THIS 26<sup>th</sup>  
DAY OF Jan 20 17  
BY Patrick Morrisey  
**Attorney General**

Appendix A

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

Name of Associate: Psychological Consultation and Assessment, Inc.

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

Name of Agency: \_\_\_\_\_

Describe the PHI (do not include any actual PHI). If not applicable, please indicate the same.

All [types of PHI listed on App. A] in paper, electronic, verbal or any other form.

Including, but not limited to: Data including demographic information, Social Security numbers, Medicaid case identifiers, Managed Care enrollment/dis-enrollment, Primary Care Physician (PCP) selection/change, health status information (e.g. pregnancy status, smoking status, chronic disease status, upcoming/recent hospitalizations, third party liability), as well as Mountain Health Choice Health Improvement Plans and Agreements.

# CERTIFICATE OF INSURANCE

ALLIED WORLD INSURANCE COMPANY

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

This is to certify that the insurance policies specified below have been issued by the company indicated above to the insured named herein and that, subject to their provisions and conditions, such policies afford the coverages indicated insofar as such coverages apply to the occupation or business of the Named insured(s) as stated.

**THIS CERTIFICATE OF INSURANCE NEITHER AFFIRMATIVELY NOR NEGATIVELY AMENDS, EXTENDS OR ALTERS THE COVERAGE(S) AFFORDED BY THE POLICY(IES) LISTED ON THIS CERTIFICATE.**

Name and Address of Insured:

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

Additional Named Insureds:

RICHARD L. WORKMAN, M.A.  
LINDA O. WORKMAN, M.A.  
KERRI LINTON, M.A.

Type of Work Covered: PROFESSIONAL PSYCHOLOGIST

Location of Operations: N/A  
(If different than address listed above)

Claim History: None

Retroactive date is 07/01/2002

Coverages	Policy Number	Effective Date	Expiration Date	Limits of Liability
PROFESSIONAL/ LIABILITY	5011-7995	7/01/16	7/01/17	1,000,000 3,000,000

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

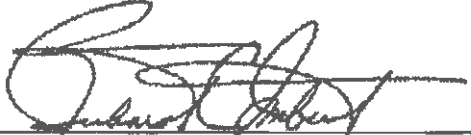
Comments: Defense Reimbursement Proceedings Limit is \$5,000.

This Certificate Issued to:

Name: PSYCHOLOGICAL CONSULTATION &  
ASSESSMENT, INC.  
Address: 202 GLASS DR

CROSS LANES WV 25313

APA 00138 00 (06/2014)  
Attachment E: Certificates/Insurance

  
Authorized Representative



**ALLIED WORLD INSURANCE COMPANY**  
 A stock insurance company, incorporated under the laws of New Hampshire  
 1690 New Britain Avenue, Suite 101, Farmington, CT 06032 (1-800-421-6694)

**CLAIMS-MADE PSYCHOLOGISTS' PROFESSIONAL AND BUSINESS LIABILITY POLICY**

6/29/16 - A

**THIS IS A CLAIMS MADE POLICY - PLEASE READ CAREFULLY \*RENEWAL\***

NOTICE: A LOWER LIMIT OF LIABILITY APPLIES TO JUDGEMENTS OR SETTLEMENTS WHEN THERE ARE ALLEGATIONS OF SEXUAL MISCONDUCT (SEE THE SPECIAL PROVISION "SEXUAL MISCONDUCT" IN THE POLICY).

**DECLARATIONS**

POLICY NO: 5011-7995  
 ITEM 1. (a) NAME AND ADDRESS OF INSURED:

ACCOUNT NO: WV-PSYC202-0 0397477C  
 ITEM 1. (b) ADDITIONAL NAMED INSURED:

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

RICHARD L. WORKMAN, M.A.  
 LINDA O. WORKMAN, M.A.  
 KERRI LINTON, M.A.

TYPE OF ORG: CORPORATION

ITEM 2. ADDITIONAL INSURED:

ITEM 3. POLICY PERIOD: FROM: 07/01/16 TO: 07/01/17  
 12:01A.M. STANDARD TIME AT THE ADDRESS OF THE INSURED AS STATED HEREIN:

ITEM 4. LIMITS OF LIABILITY:  
 (a) \$ 1,000,000 PER-CLAIM-INSURING AGREEMENT A. (c) \$ 3,000,000 AGGREGATE  
 (b) \$ 1,000,000 PER-CLAIM-INSURING AGREEMENT B.(1) and B.(2) (d) \$ 5,000 PER PROCEEDING

ITEM 5. PREMIUM SCHEDULE:

CLASSIFICATION	NUMBER	RATE	ANNUAL PREMIUM
PSYCHOLOGISTS	3	342.00	1,026.00
INDEPENDENT CONTRACTORS	1	14.00	14.00
DEFENSE LIMIT			.00
CHARGE FOR CORPORATION	1	456.00	456.00
WEST VIRGINIA SURCHARGE	1		7.40

ITEM 6. RETROACTIVE DATE: 07/01/02 TOTAL PREMIUM: 1,353.40

ITEM 7. EXTENDED REPORTING PERIOD  
 ADDITIONAL PREMIUM (if exercised): \$ 2,368.00 SCHEDULED RATING CREDIT INCLUDED

ITEM 8. POLICY FORMS AND ENDORSEMENTS ATTACHED TO THIS POLICY

APA-PSY 00002 00 (06/14) APA 00127 47 (06/14)

APA-PSY 00001 00 (06/14)  
**THIS IS NOT A BILL. PREMIUM HAS BEEN PAID.**

AUTHORIZED COMPANY REPRESENTATIVE  
 American Professional Agency \* 95 Broadway, Amityville, NY 11701

# CERTIFICATE OF INSURANCE

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

CERTIFICATE HOLDER COPY

<b>NAME AND NUMBER OF AGENCY</b> PAYNE & GARLOW INSURANCE AGY 3744 TEAYS VALLEY RD STE 101 HURRICANE, WV 26526-9719 <b>EE1181</b> <b>304-757-6880</b>	<b>DATE ISSUED</b> 06/23/2016 <b>NAME AND ADDRESS OF CERTIFICATE HOLDER</b>  RICHARD WORKMAN 202 GLASS DR CROSS LANES WV 25313-
<b>NAME AND ADDRESS OF NAMED INSURED</b>  PSYCHOLOGICAL CONSULTATION & RICHARD WORKMAN D/B/A 202 GLASS DR CROSS LANES WV 25313-1319	

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

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS OF INSURANCE	
<b>GENERAL LIABILITY</b> COMMERCIAL GENERAL LIABILITY OCCURRENCE FORM GEN'L AGGREGATE LIMIT APPLIES PER. POLICY <b>ADDITIONAL INSURED</b>	Q970748887	07/28/2016	07/28/2017	EACH OCCURRENCE \$ 1000000	
				FIRE DAMAGE (Any one premises) \$ 1000000	
				MED EXP (Any one person) \$ 5000	
				PERSONAL & ADV INJURY \$ 1000000	
				GENERAL AGGREGATE \$ 2000000	
				PRODUCTS-COMP/OP AGG \$ 2000000	
				BODILY INJURY (EACH PERSON) \$	
				BODILY INJURY (EACH ACCIDENT) \$	
				PROPERTY DAMAGE \$	
				BODILY INJURY AND PROPERTY DAMAGE COMBINED \$	
				EACH OCCURRENCE	
				AGGREGATE	
<b>WORKERS COMPENSATION AND EMPLOYERS LIABILITY</b>	Q917800177	07/28/2016	07/28/2017	STATUTORY	
				BODILY INJURY BY ACCIDENT \$ 1000000	EACH ACCIDENT POLICY LIMIT
				DISEASE \$ 1000000	EACH EMPLOYEE
				DISEASE \$ 1000000	

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

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

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

**THIS CERTIFICATE IS ISSUED FOR INFORMATION PURPOSES ONLY AND CONFERS NO RIGHTS ON THE CERTIFICATE HOLDER. IT DOES NOT AFFIRMATIVELY OR NEGATIVELY LIST, AMEND, EXTEND OR OTHERWISE ALTER THE TERMS, EXCLUSIONS AND CONDITIONS OF INSURANCE COVERAGE CONTAINED IN THE POLICY(IES) INDICATED ABOVE. THE TERMS AND CONDITIONS OF THE POLICY(IES) GOVERN THE INSURANCE COVERAGE AS APPLIED TO ANY GIVEN SITUATION. LIMITS SHOWN MAY HAVE BEEN REDUCED BY CLAIMS PAID. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER AND CERTIFICATE HOLDER.**

**ERIE INSURANCE**

**SEE REVERSE SIDE**

AUTHORIZED REPRESENTATIVE

*Marc Cipriani*



100 Erie Insurance Place  
Erie, PA 16530

ERIE INS PROP/CAS CO  
BUSINESS CATASTROPHE POLICY

RENEWAL CERTIFICATE

Agent	ITEM 2. Policy Period	Policy Number
EE1181 PAYNE & GARLOW INS AGY	07/28/16 TO 07/28/17	Q31 7870023 W

ITEM 1. Named Insured and Address

ITEM 3. Other Interest

PSYCHOLOGICAL CONSULTATION  
& ASSESSMENT  
202 GLASS DR  
CROSS LANES WV 25313-1319

POLICY PERIOD BEGINS AND ENDS AT 12:01 A.M., STANDARD TIME AT THE ADDRESS OF THE NAMED INSURED.

LEGAL ENTITY - CORPORATION

DESCRIPTION OF OPERATIONS - PSYCHOLOGIST

CLASS CODE - 061224

ERIE'S LIMIT FOR THIS COVERAGE IS SHOWN BELOW. THIS INSURANCE IS SUBJECT TO THE TERMS OF THE POLICY AND ITS FORMS.

-----  
COVERAGE AND LIMITS - BUSINESS CATASTROPHE LIABILITY COVERAGE  
-----

LIMIT OF LIABILITY	\$ 3,000,000 EACH OCCURRENCE
AGGREGATE LIMIT	\$ 3,000,000 WHERE APPLICABLE

LG3	SURCHARGE IMPOSED BY STATE OF WV - -	\$ 6.53
	TOTAL PREMIUM - - - - -	\$ 1193.53

APPLICABLE FORMS - SEE SCHEDULE OF FORMS



-----  
**SCHEDULE OF UNDERLYING INSURANCE**  
 -----

**TYPE OR DESCRIPTION: ULTRAPACK PLUS**

**INSURER: E I P & C**

**POLICY NUMBER: Q97 0748887**

**POLICY PERIOD: 07-28-16/17**

**LIMITS OF INSURANCE:**

<b>EACH OCCURRENCE LIMIT</b>		<b>\$ 1,000,000</b>
<b>PERSONAL &amp; ADVERTISING INJURY LIMIT</b>		<b>\$ 1,000,000</b>
<b>GENERAL AGGREGATE</b>		<b>\$ 2,000,000</b>
<b>PRODUCTS/COMPLETED OPERATIONS AGGREGATE LIMIT</b>		<b>\$ 2,000,000</b>

**TYPE OR DESCRIPTION: EMPLOYERS LIABILITY**

**INSURER: FLAGSHIP**

**POLICY NUMBER: Q91 7800177**

**POLICY PERIOD: 07-28-16/17**

**LIMITS OF INSURANCE:**

<b>BODILY INJURY BY ACCIDENT</b>	<b>\$ 1,000,000</b>	<b>EACH ACCIDENT</b>
<b>BODILY INJURY BY DISEASE</b>	<b>\$ 1,000,000</b>	<b>POLICY LIMIT</b>
<b>BODILY INJURY BY DISEASE</b>	<b>\$ 1,000,000</b>	<b>EACH EMPLOYEE</b>

**TYPE OR DESCRIPTION: NON-OWNED & HIRED AUTO LIABILITY**

**INSURER: E I P & C**

**POLICY NUMBER: Q97 0748887**

**POLICY PERIOD: 07-28-16/17**

**LIMITS OF INSURANCE:**

<b>BODILY INJURY AND PROPERTY DAMAGE PER ACCIDENT</b>	<b>\$ 1,000,000</b>
---	---------------------

**Q31 7870023**

**CONTINUED ON NEXT PAGE**





ERIE INS PROP/CAS CO  
BUSINESS CATASTROPHE POLICY

## RENEWAL CERTIFICATE

Agent	ITEM 2. Policy Period	Policy Number
EE1181 PAYNE & GARLOW INS AGY	07/28/16 TO 07/28/17	Q31 7870023 W

## ITEM 1. Named Insured and Address

PSYCHOLOGICAL CONSULTATION  
& ASSESSMENT  
202 GLASS DR  
CROSS LANES WV 25313-1319

## ITEM 3. Other Interest

## SCHEDULE OF FORMS

FORM NUMBER	EDITION DATE	DESCRIPTION
BCL	04/03	BUSINESS CATASTROPHE LIABILITY POLICY
CU0001	04/13	COMMERCIAL LIABILITY UMBRELLA COVERAGE FORM
GU143	03/09	AMENDMENT OF MOBILE EQUIPMENT DEFINITION
CU0213	05/03	WEST VIRGINIA CHANGES - CANCELLATION
GU42	06/09	WEST VIRGINIA - IMPORTANT NOTICE
CAT155	04/03	COVERAGE FOR PUNITIVE DAMAGES
CAT160	04/03	WORKERS COMPENSATION EXCLUSION
CAT165	07/11	UNDERLYING INSURANCE EXCLUSION/LIMITATION ENDORSEMENT
CAT166	04/03	BUSINESS CATASTROPHE LIABILITY EXTRA COVERAGES
UF4812	03/08	IMPORTANT NOTICE-POLICY SERVICE FEES
CU2130	01/15	CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM
IL985F*	01/15	DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT
CU2186	05/14	EXCLUSION-ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION AND DATA-RELATED LIABILITY-WITH LIMITED BODILY INJURY EXCEPTION
CU2171	06/15	EXCLUSION - UNMANNED AIRCRAFT
UFB947	11/15	IMPORTANT NOTICE TO POLICYHOLDERS - CONTRACTORS ERRORS & OMISSIONS LIABILITY COVERAGE IS EXCLUDED UNDER YOUR BCL POLICY
CAT6	04/03	EXCLUSION - AUTOMOBILE LIABILITY



**UFC093**

**05/16 \***

**IMPORTANT NOTICE TO POLICYHOLDERS - UNMANNED  
AIRCRAFT EXCLUSION**

**Q31 7870023**



**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY WC 00 00 01A**  
 INCLUDES COPYRIGHT MATERIAL OF THE NATIONAL COUNCIL ON COMPENSATION INSURANCE, USED WITH ITS PERMISSION  
**INFORMATION PAGE**

PRIOR POLICY NUMBER - Q91 7800177

<b>Agent</b> EE1181 PAYNE & GARLOW INS AGY	<b>Insurance Is Provided By</b> FLAGSHIP CITY INS CO	<b>Policy Number</b> 35947 Q91 7800177	<small>BRANCH CODE</small>
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**ITEM 1. Named Insured and Address**

PSYCHOLOGICAL CONSULTATION  
 202 GLASS DR  
 CROSS LANES WV 25313-1319

RENEWAL CERTIFICATE CORPORATION KANAWHA CO  
 OTHER WORKPLACES NOT SHOWN ABOVE - AS SCHEDULED

**ITEM 2. THE POLICY PERIOD IS FROM 07/28/16 TO 07/28/17 AT THE INSUREDS MAILING ADDRESS.**

**ITEM 3.A. WORKERS COMPENSATION INSURANCE- PART ONE OF THE POLICY APPLIES TO THE WORKERS COMPENSATION LAW OF THE STATES LISTED HERE- WV.**

**ITEM 3.B. EMPLOYERS LIABILITY INSURANCE- PART TWO OF THE POLICY APPLIES TO WORK IN EACH STATE LISTED IN ITEM 3.A. THE LIMITS OF OUR LIABILITY UNDER PART TWO ARE-**

BODILY INJURY BY ACCIDENT	\$1,000,000 EACH ACCIDENT
BODILY INJURY BY DISEASE	\$1,000,000 POLICY LIMIT
BODILY INJURY BY DISEASE	\$1,000,000 EACH EMPLOYEE

**ITEM 3.C. OTHER STATES INSURANCE- PART THREE OF THE POLICY APPLIES TO THE STATES, IF ANY, LISTED HERE- ALL STATES EXCEPT ND, OH, WA, WY, STATES DESIGNATED IN ITEM 3.A.,**

**ITEM 3.D. SEE ATTACHED ENDORSEMENT SCHEDULE**

**ITEM 4. THE PREMIUM FOR THIS POLICY WILL BE DETERMINED BY OUR MANUALS OF RULES, CLASSIFICATIONS, RATES AND RATING PLANS. ALL INFORMATION REQUIRED BELOW IS SUBJECT TO VERIFICATION AND CHANGE BY AUDIT.**

	SEE ATTACHED SCHEDULE OF OPERATIONS		
9812	PREMIUM FOR INCREASED COV TWO LIMITS		1,087
9848	AMT FOR INCREASED COV TWO MIN PREMIUM	.0140	11
			139
		EXPENSE CONSTANT	100
		TOTAL ESTIMATED ANNUAL PREMIUM	\$1,337
	WV REGULATORY SURCHARGE	5.00%	\$48
	WV DEFICIT REDUCTION SURCHARGE	9.00%	\$87
	WV FIRE AND CASUALTY SURCHARGE	0.55%	\$2
		DEPOSIT PREMIUM	\$1,474
<b>MINIMUM PREMIUM</b>	<b>\$350</b>		

RETURNED PAYMENT FEES WILL BE ADDED TO YOUR ACCOUNT.



\*\* SCHEDULE OF OPERATIONS \*\*

ITEM 4. ST LOC CODE NO	CLASSIFICATIONS	PREM BASIS TOTAL-EST PER ANN REMUN	RATE PER \$100 REMUN	EST ANNUAL PREMIUM
WV 001 8832	PHYSICIAN AND CLERICAL	428,700	.18	\$772
	SUB-TOTAL			772
9740	TERRORISM		.011	47
9741	CATASTROPHE (OTHER THAN CERTIFIED ACTS OF TERRORISM)		.010	43
0003	ADDITIONAL EMPLOYERS LIABILITY COVERAGE UNDER WEST VIRGINIA CODE SECTION 23-4-2 (d)(2)(B) ENDORSEMENT		.0510	39
0004	AMOUNT TO SATISFY MINIMUM PREMIUM FOR ADDITIONAL EMPLOYERS LIABILITY COVERAGE UNDER WEST VIRGINIA CODE SECTION 23-4-2 (d)(2)(B) ENDORSEMENT		.0000	186
	TOTAL FOR WEST VIRGINIA			\$1,087
	TOTAL SCHEDULE OF OPERATIONS PREMIUM			\$1,087

\*\* SCHEDULE OF PRIMARY AND ADDITIONAL LOCATIONS \*\*

LOC 001 202 GLASS DR, CROSS LANES, WV 25313

\*\* ENDORSEMENT SCHEDULE \*\*

THIS POLICY INCLUDES THESE ENDORSEMENTS AND SCHEDULES- WC-C1/15,  
WC-990610A\* (WV), WC-470601\* (WV), WC-000414 (WV), WC-UF4839\* (WV), WC-000419\*  
(WV), WC-000421D\* (WV), WC-000422B\* (WV), WC-UF4812\* (WV), WC-UF2634\* (WV),  
WC-UF5215\* (WV), WC-UF0143\* (WV), WC-000000C (WV).

Q91 7800177