





**RFQ 0511 BMS 240000001**

**Table of Contents**

<b>Attachment A:</b>	
Introduction Letter	Page 1
Vendor Response Sheet	Pages 2-3
PC&A Organizational Chart	Page 4
PC&A Contract Report	Pages 5-20
<b>Attachment B:</b>	
Qualifications	Pages 21-23
PC&A Staff Resumes and Licenses	Pages 24-42
PC&A Work Samples and Trainings	Pages 43-146
Fair Hearing Log	Page 147
<b>Attachment C:</b>	
Mandatory Requirements	Pages 148-159
General Terms and Conditions	Pages 160-173
Addendum Acknowledgement Form	Page 174
<b>Attachment D:</b>	
Request for Quotation	Pages 175-197
Service Level Agreements	Page 198
<b>Attachment E:</b>	
Vendor Preference Certificate	Page 199
Women Owned Vendor	Page 200
Vendor Registration	Page 201
HIPAA Business Associate Addendum	Pages 202-209
Appendix A	Page 210
Disclosure of Interested Parties to Contracts	Page 211
Professional Liability Certificate	Pages 212-213
Commercial General Liability Certificates	Page 214
Federal Funds Addendum	Pages 215-221
Exhibit A	Pages 222-229





# ATTACHMENT A



November 8, 2023

Crystal G. Husted, CPPB  
Senior Buyer  
State of West Virginia Purchasing Division  
2019 Washington Street, East  
Charleston, WV 25305

RE: Solicitation No: CRFQ 0511 BMS240000001

Dear Ms. Husted:

Thank you for the opportunity to bid on the above referenced solicitation. Psychological Consultation & Assessment, Inc. (PC&A) has enjoyed a long relationship with the Bureau for Medical Services (BMS) and our co-vendors. We understand the importance of adhering to the levels of care when developing our policies and procedures and making the process fair and impartial to all even when we face unforeseen challenges such as the Covid-19 pandemic. We were proud to work with BMS and state and national leaders during the pandemic in order to ensure programs functioned despite the challenges we all faced.

We are aware of the challenges facing the profession of psychology as a whole. In West Virginia, psychologists are aging and retiring at a greater rate than new psychologists joining the workforce. We are advocating for young psychologists to consider jobs in psychological testing and assessment so that we have a cadre of psychologists to continue the work of our networks in the future. Moreover, we understand the importance of collaborating with folks from a variety of disciplines in order to ensure that all stakeholders understand the levels of care and the policies associated with an institutional setting and also home and community based programs.

This is reflected in our work samples where we highlight some of the unique presentations we have conducted with WV Birth to Three, Disability Rights, the state LPC Conference as well as the regular trainings we conduct to recruit psychologists and other clinicians to the networks we manage. We hope that the content of this bid adequately reflects the work we completed not only over the past 3 years, but also the commitment PC&A has shown to the Bureau for Medical Services over the past 40 years.

PC&A intends to meet all the mandatory requirements of this CRFQ in its entirety.

Sincerely,

Kerri Linton, MA, LPC  
Licensed Psychologist #852  
Project Director





## Attachment A: Vendor Response Sheet

Psychological Consultation & Assessment, Inc. (PC&A) is a well established clinical practice located in the western end of Kanawha County. The staff of PC&A is comprised of five licensed psychologists with decades of experience with both traditional psychological work and eligibility determination. The staff of psychologists is supported by a project coordinator and an office manager as well as a contract registered nurse. Given the reliance on electronic files and communication and interface with websites, PC&A contracts with an IT company who provides round the clock monitoring of our computers and server.

PC&A has enjoyed a long relationship with the Bureau for Medical Services (BMS) beginning in 1983. Since that time, the staff of PC&A has assisted BMS with defining policies to align with the Centers for Medicare and Medicaid Services (CMS) Code of Federal Regulations, be fair and equitable, and defensible in fair hearings, made eligibility decisions, completed quality assurance secondary reviews, provided data for usage at both the state and federal level, and served as expert witnesses in fair hearings. Our involvement began with the ICF/IID program and the small, community based group homes throughout the state and then merged into the I/DD Waiver Home and Community based program. BMS asked PC&A to take over both the administrative and eligibility portions for CDCSP. We happily obliged and contracted with a registered nurse to make the Acute Hospital and Nursing Facility levels of care decisions while one of our licensed psychologists made the ICF level of care decisions. Similarly, we were asked to manage the Level II Process for the PASRR program and have continued to assist with the management of this program as it transitioned to an electronic format. Finally, we have been involved with the inception of the CSED Waiver program and make eligibility decisions for that program. We also manage a group of 19 psychologists on the Independent Psychologist Network and a group of 33 clinicians of a variety of training on the Independent Evaluator Network. We manage the group of 6 psychologists who complete the Level II Evaluations throughout the state. Enclosed you will find a report that summarizes the past three years of work PC&A has completed that addresses the five programs listed above and contained in the CRFQ. Also enclosed are resumes of our staff, work samples, and trainings that illustrate the breadth of our work and responsibilities. PC&A has a good understanding of the demands of a contract of this nature and stands ready to serve BMS moving forward.

Integrity and consistency are key components of both eligibility decision making and quality assurance standards are necessary. PC&A has developed a data retention and quality assurance process to continually assess both our decision making and also our policies and procedures. This is imperative in assuring that the policies are fair and equitable to all. Communication both internally at PC&A but also with other vendors, administration, applicants, families, legal representatives, and the various entities within DHHR as a whole is crucial. PC&A endeavors to continue to fill the role we have enjoyed with BMS for 40 years now as part of a larger service system.





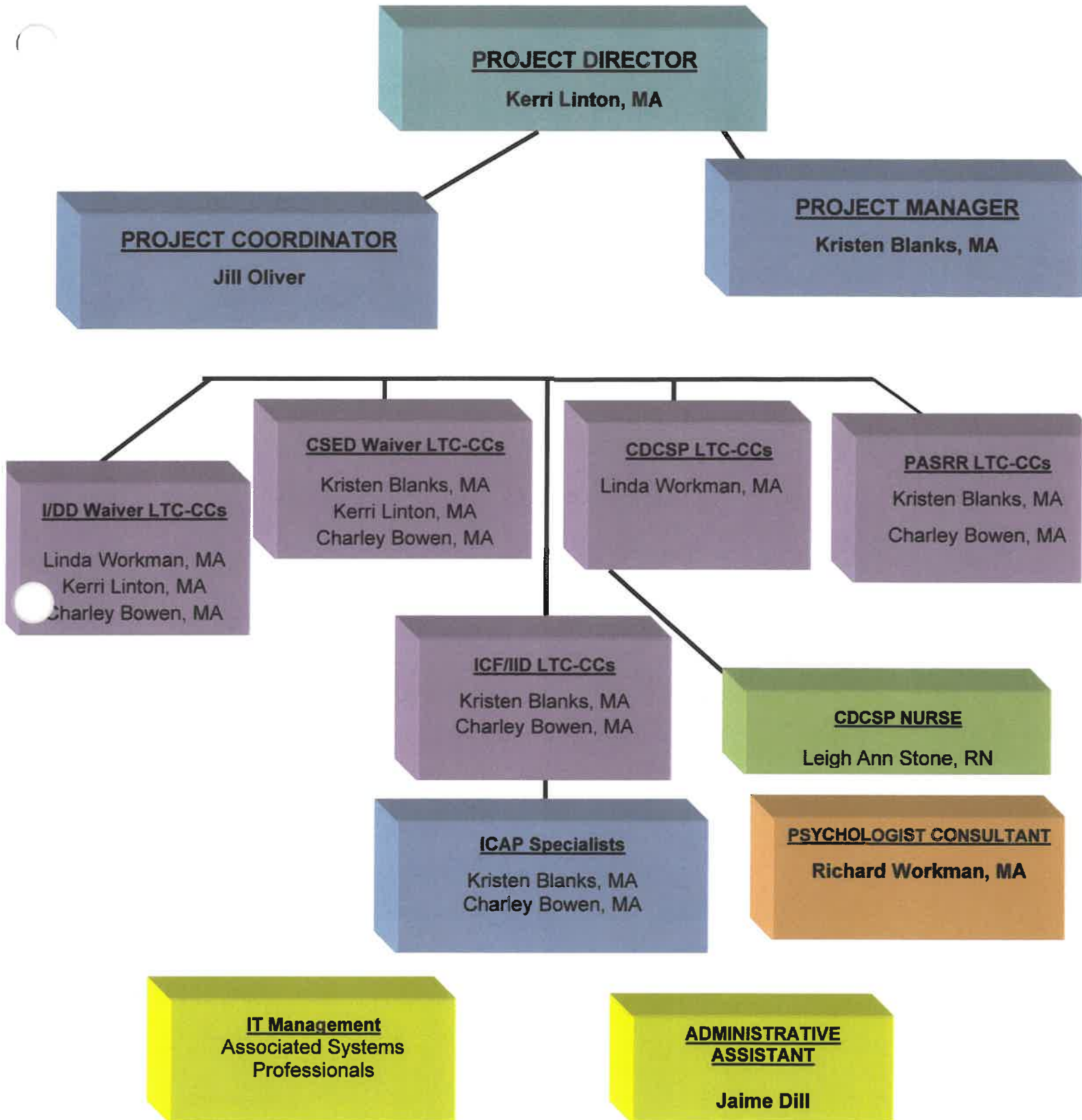
PC&A understands that the solicitation may be funded in whole or in part with Federal Funds and thus this solicitation and its resulting awarded contract are subject to the requirements of Attachment 1: Federal Funds Addendum. We intend to follow these requirements. Further, we have read and understand Appendix 1: Service Level Agreements (SLA).

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. Given the well established policies and procedures, a start up cost is waived. Should the contract be awarded to PC&A, we can assume the contractual responsibilities upon completion of the existing contract. PC&A intends to meet all the mandatory requirements of this CRFQ in its entirety.

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. The Contract Manager will be available during normal business hours to address any customer service or other issues related to this Contract. The Contract manager and her contact information is listed below:

Contract Manager: Kristen Blanks, MA  
Telephone Number: 304-776-7230  
Fax Number: 304-776-7247  
Email Address: [kblanks@pcasolutions.com](mailto:kblanks@pcasolutions.com)







Psychological Consultation & Assessment, Inc.

The Bureau for Medical Services

Long Term Care Project

Contract Report

July 2020 to June 2023

**To be submitted to:**

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Director of the Behavioral Health & Long-Term Care Policy Unit

Bureau for Medical Services

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Phone: (304) 356-4936 Fax: (304) 558-4398

Email: [Cynthia.A.Parsons@wv.gov](mailto:Cynthia.A.Parsons@wv.gov)

Randall Hill

Director of the Home and Community-Based Services Policy Unit

Bureau for Medical Services

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Charleston, WV 25301

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**Introduction:**

The Bureau for Medical Services 2020-2024 Psychological Services contract (MED13003), currently entering year 4, provided Psychological Consultation & Assessment, Inc. (PC&A) with opportunities to assist the Bureau for Medical Services in the provision of Medicaid services to applicants and recipients in the areas of Pre-Admission Screening for Nursing Facilities (NF), Intermediate Care Facilities for Individuals with Intellectual Disabilities (ICF/IID), the Intellectual/Developmental Disabilities (I/DD) Waiver, the Children with Disabilities Community Services Program (CDSCP) and the Children with Serious Emotional Disorder (CSED) Waiver. PC&A, a contracted agent, functions as a Medical Eligibility Contracted Agent (MECA) and Administrative Services Organization (ASO) for the Bureau for Medical Services.

PC&A employs and contracts with a diverse group of individuals. During the 2020 contract, PC&A employees undertook several actions to achieve the goals of improving the provision of medical eligibility and administration of Medicaid programs to applicants and members. Please see attached data provided by the clinical consultants, which encompasses years 1-3 of the present contract.





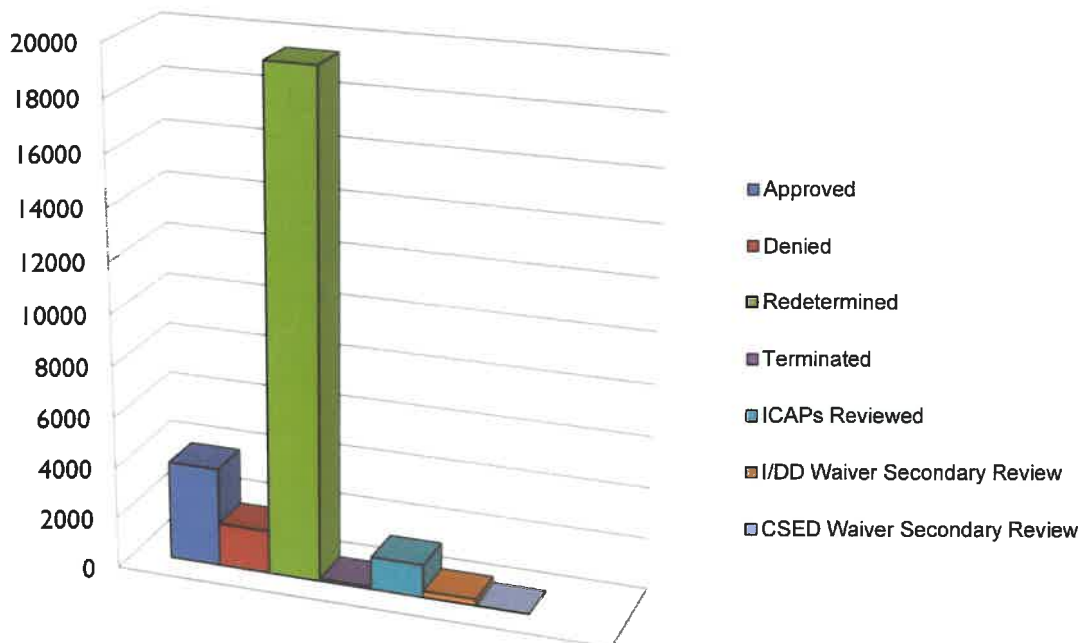
## Statistical Data

### Contract Report July 2020-June 2023

Based upon review of the data reported by the LTC-CCs together with electronic databases for July 2020-June 2023, **26,661** reviews and determinations, excluding the PASRR program, were completed. For that time, **3865** applicants were approved, and **1684** denied, **19,485** members were redetermined eligible, **89** members were found to be ineligible for redetermination. Additionally, **1283** Inventory for Client and Agency Planning (ICAP) Response Booklets were reviewed for the ICF/IID program. Secondary Medical Reviews were provided for **250** I/DD Waiver applicants/participants and **5** CSED 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 regard to eligibility decisions. Refer to Chart 1 for data.

### Total Evaluation Data 2020-2023

Chart 1

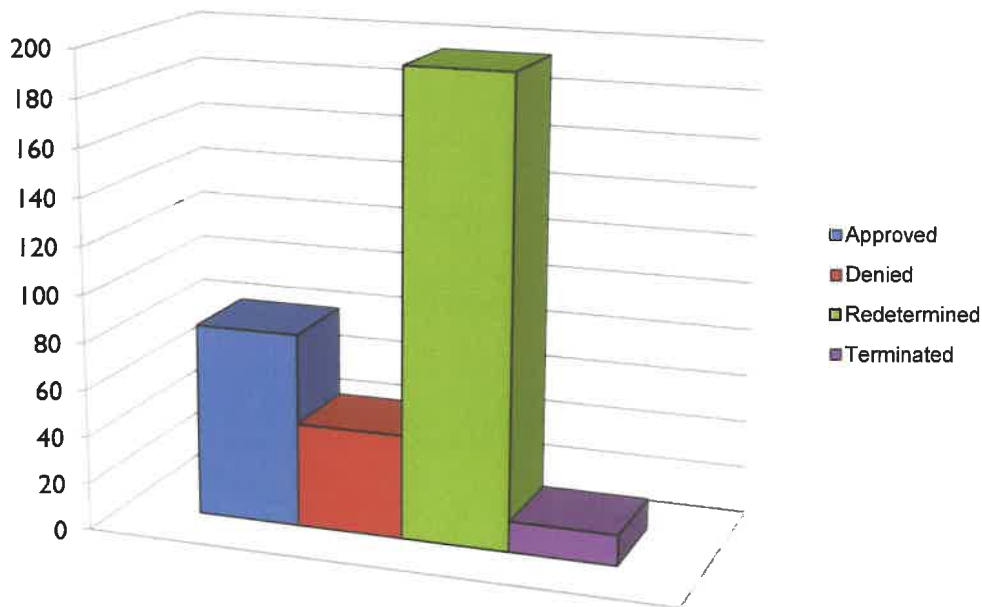




CDCSP data for this contract include: **82** initial applicants were initially approved, whereas **44** applicants were denied, **195** members were redetermined eligible, and **13** members were found ineligible for re-determination. In addition to determining eligibility for applicants/participants for the CDCSP program, PC&A also requested updated and/or corrected information from, applicants, participants, and providers to ensure accuracy and timeliness regarding eligibility decisions. Refer to Chart 2 for data.

**CDCSP Review Data  
2020-2023**

**Chart 2**

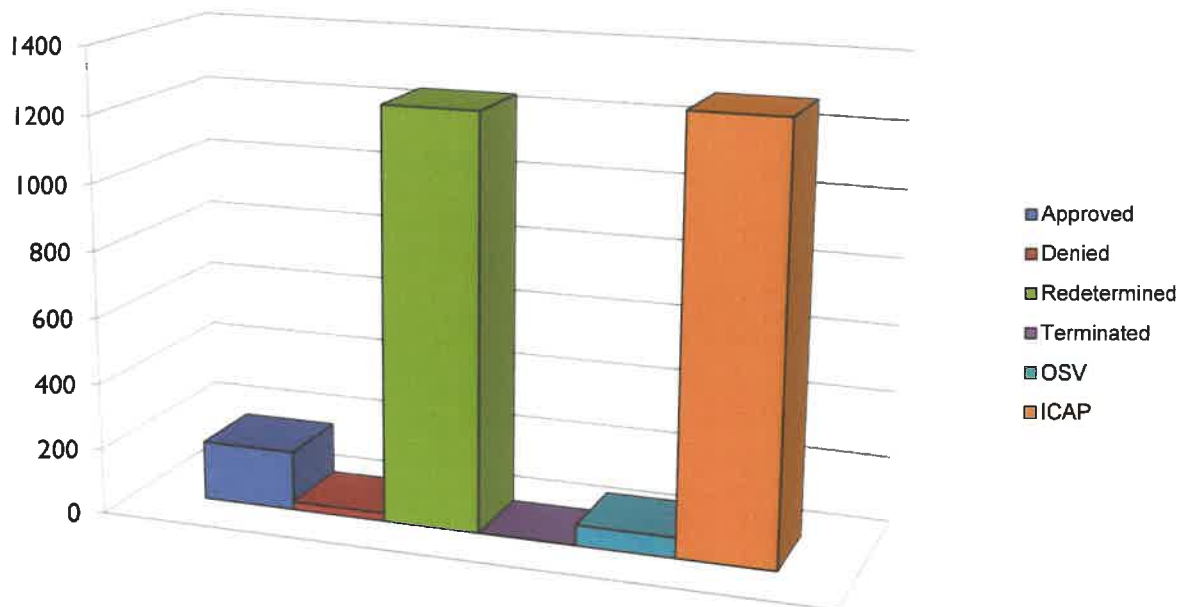




ICF/IID data include: **180** initial approvals, **24** denials, **1245** members were redetermined eligible, and **1** member was found ineligible for redetermination. Additionally, **1283** Inventory for Client and Agency Planning (ICAP) Response Booklets and supporting documentation were reviewed for accuracy regarding reimbursement rate setting and **62** Observational Site Visits (OSVs) were completed. Zero (0) OSVs were conducted during the 2020/2021 fiscal year due to the Covid-19 pandemic. In addition to determining eligibility for applicants/participants for the ICF/IID program, PC&A also requested updated and/or corrected information from applicants, participants, and providers to ensure accuracy and timeliness regarding eligibility decisions. Refer to Chart 3 for data.

### ICF/IID Review Data 2020-2023

Chart 3

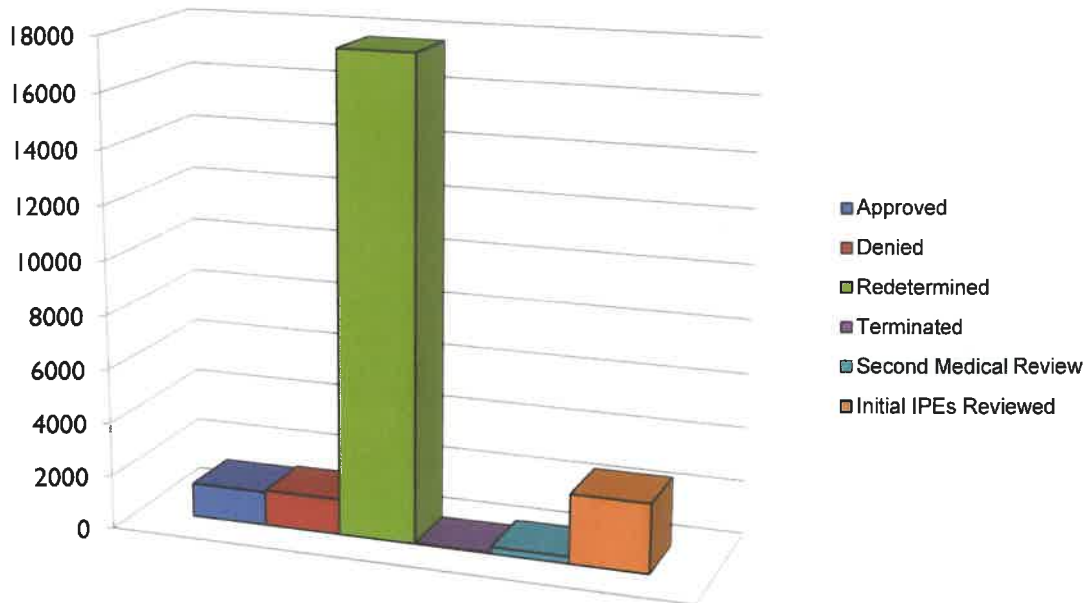




**I/DD Waiver** data include: **1258** initial certifications, **1324** applicants were denied, **17,649** members were redetermined eligible, and **26** members were found ineligible for re-determination. PC&A also reviewed **2575** IPEs and **250** second medical reviews. In addition to determining 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 regarding eligibility decisions. Refer to Chart 4 for data.

**I/DD Waiver Data  
2020-2023**

**Chart 4**

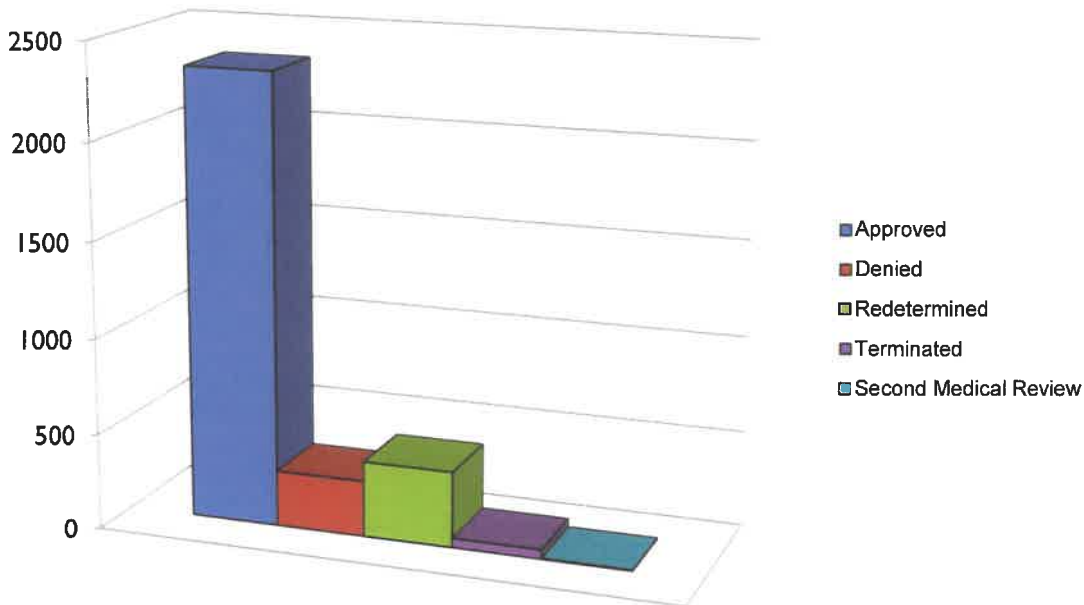




CSED Waiver data for this contract include: 2345 initial applicants were initially approved, 292 applicants were denied, 396 members were redetermined eligible, and 49 members were found ineligible for re-determination. There were 5 second medical reviews completed. In addition to determining eligibility for applicants/participants for the CSED Waiver program, PC&A also requested updated and/or corrected information from, applicants, participants, and providers to ensure accuracy and timeliness regarding eligibility decisions. Refer to Chart 5 for data.

**CSED Waiver Review Data  
2020-2023**

**Chart 5**





PASRR data includes: 2356 Level II evaluations were completed, and 2013 Desk Reviews were completed. Of the 2013 desk reviews, 349 individuals reviewed were from out of state facilities. The types of evaluations and percentages were as follows: Mental Illness- 29%, Intellectual Disability – 6%, Dual - 4%, and Other – 61%. Refer to Charts 6 and 7 for data.

PASRR Review Data  
2020-2023

Chart 6

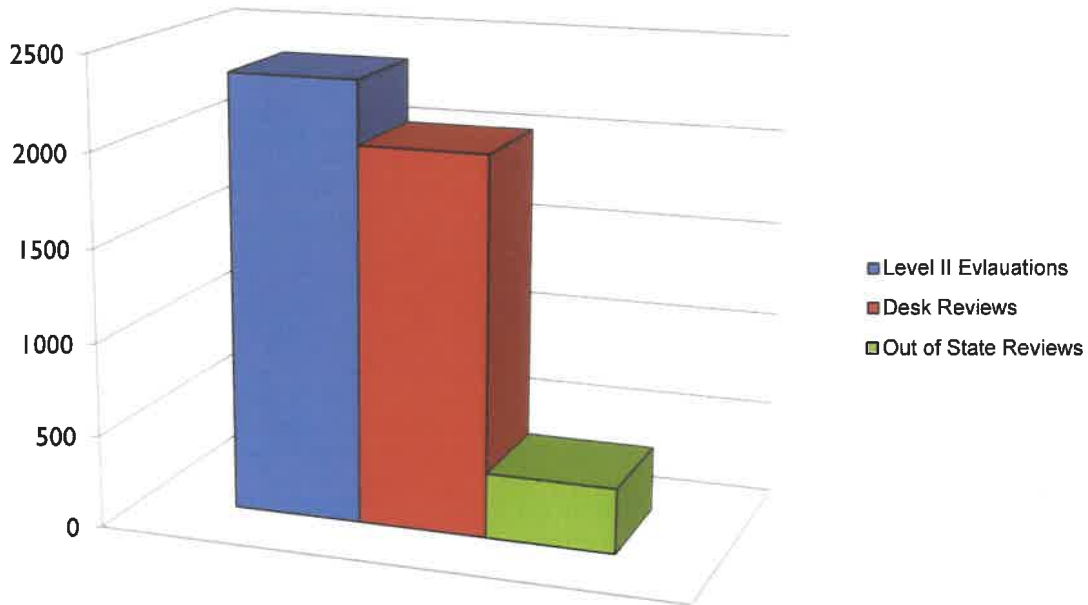
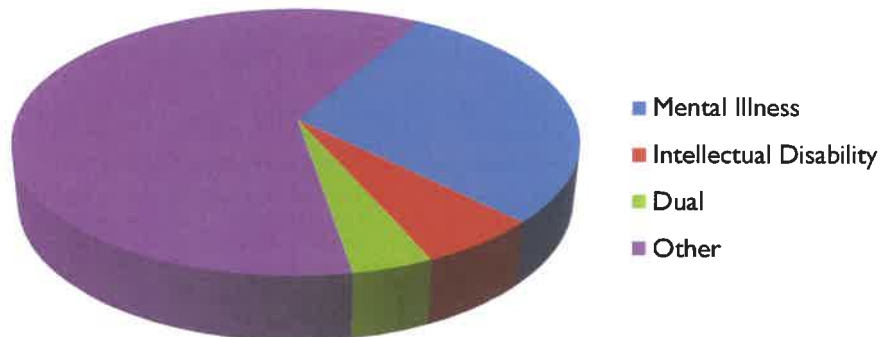


Chart 7

### Level II Diagnoses

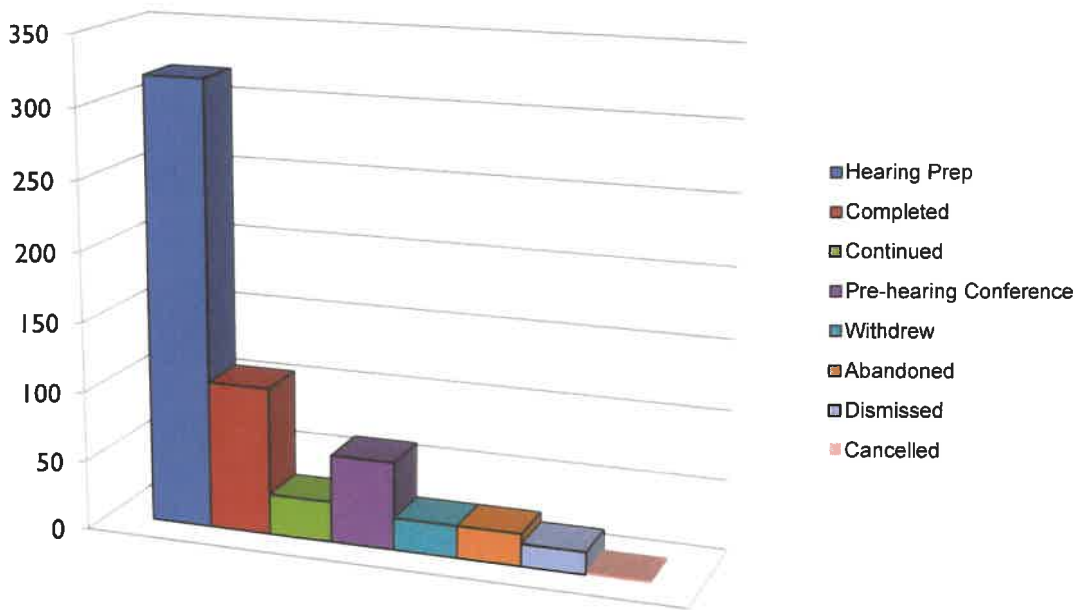






**Fair Hearing** data includes: LTC-CCs spent **319** hours preparing for hearings for I/DD Waiver, CDCSP, PASRR, and ICF/IID programs. **106** hearings were completed, and **29** were continued/remanded. The other hearings resulted in the following: **23** withdrew, **23** abandoned, **16** dismissed, and **2** cancelled. Also, pre-hearing conferences occurred **63** times. In addition to representing WV DHHR at fair hearings, PC&A LTC-CCs must also consult with attorneys through the Attorney General’s Department of Health and Human Resources (AG/DHHR) division before, during and after fair hearings. Furthermore, PC&A provides medical eligibility expertise, as well as policy review, for the Bureau for Medical Services during the Fair Hearing process. The data regarding decisions are inconclusive as decisions may not be available on a timely basis and may not be adequately linked to the month in which the decision is received. Refer to Chart 8 for data.

Fair Hearing Data  
2020-2023  
Chart 8

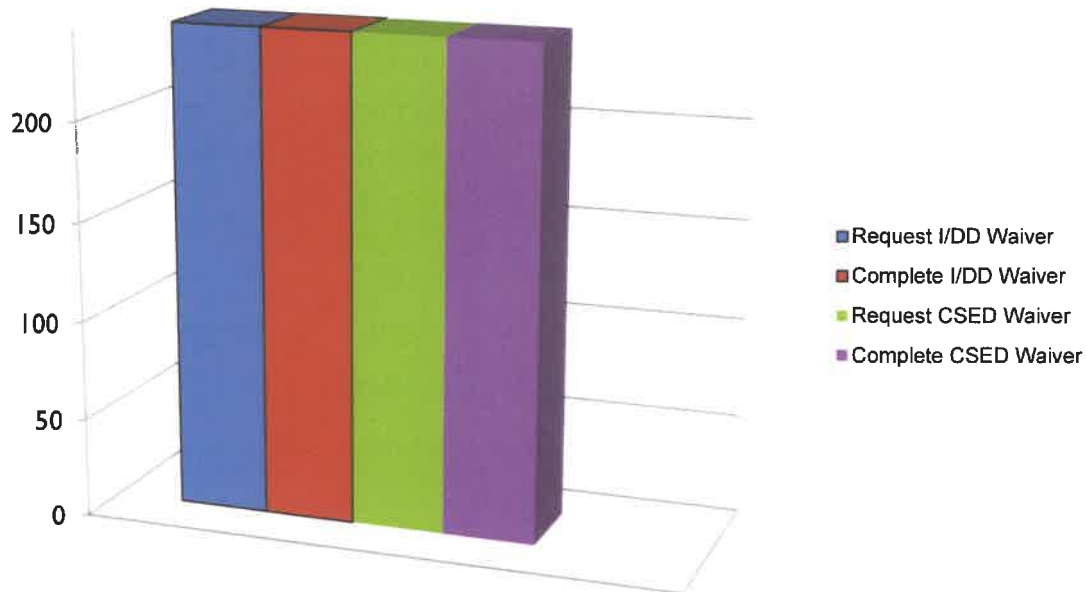




**Quality Assurance/Secondary Review** data includes: **251** internal requests to complete an I/DD Waiver Secondary Review for quality assurance purposes, with **251** of the **251** I/DD Waiver Secondary Reviews completed within 10 days. **255** internal requests to complete a CSED Waiver Secondary Review for quality assurance purposes, with **255** of the **255** CSED Waiver Secondary Reviews completed within 10 days. Refer to Chart 9 for quarterly data.

**Secondary Review Data  
2020-2023**

**Chart 9**





West Virginia Department of Health and Human Resources

Bureau for Medical Services

Solicitation No: CRFQ 0511 BMS 240000001

Program	2020-2021	2021-2022	2022-2023	Total
<b>I/DD Waiver</b>				
Initial Approval	368	420	470	1258
Initial Denial	399	433	492	1324
Redetermination Approved	5973	5831	5845	17649
Redetermination Denied	10	5	11	26
Second Medical Approved	30	21	33	84
Second Medical Denied	63	49	54	166
<b>ICF/IID</b>				
Initial Approval	35	80	65	180
Initial Denial	2	15	7	24
Redetermination Approved	443	396	406	1245
Redetermination Denied	0	1	0	1
ICAP Reviewed	81	482	720	1283
OSV	0	28	34	62
<b>PASRR</b>				
Desk Review	871	605	537	2013
Out of State	173	131	45	349
Level II Evaluation	1119	656	581	2356
Dual	80	54	31	165
ID/RC	107	81	79	267
MI	562	371	323	1256
Other	1241	755	685	2681
<b>IPN</b>				
Billing/Checks	233	223	441	897
Initial IPE Reviews	774	835	966	2575
<b>CDCSP</b>				
Initial Approval	19	30	33	82
Initial Denial	18	14	12	44
Redetermination Approved	65	61	69	195
Redetermination Denied	4	5	4	13
<b>CSED Waiver</b>				
Initial Approval	199	659	1487	2345
Initial Denial	94	77	121	292
Redetermination Approved	12	84	300	396
Redetermination Denied	4	8	37	49
Second Medical Approved	0	4	1	5
Second Medical Denied	0	0	0	0
<b>Secondary Review</b>				
IDDW	74	82	95	251
CSEDW	30	72	153	255





Hearing				
Prep	53	108	158	319
Completed	26	38	42	106
Withdrawn	6	10	7	23
Abandoned	3	13	7	23
Dismissed	3	5	8	16
Cancelled	0	2	0	2
Continued/Remanded	6	15	8	29
Pre-Hearing Approval	2	1	5	8
Pre-Hearing Conference	6	12	45	63
Attorney Consultation	3	6	17	26

**Training** data includes: **26** trainings were provided by PC&A during the time of July 2020 to June 2023. A sample of these trainings include: **2020-2021: 10** trainings were provided by PC&A during this fiscal year. The **10** trainings presented this year consisted of **2** CDCSP trainings (03-24-2021 & 05-07-2021), **1** I/DD Waiver training (03-17-2021), **2** ICF/IID trainings (10-20-2020 & 11-05-2020) **3** CSED Waiver trainings (12-11-2020, 06-08-2021 & 06-18-2021) and **2** PASRR trainings (02-18-2021 & 05-25-2021). **2021-2022: 6** trainings were provided by PC&A during this fiscal year. Of the **6** trainings provided there were **1** Level of Care Training (04-22-2022) that covers the CDCSP, ICF/IID, I/DD Waiver, CSED Waiver, and the PASRR Program, in addition to **1** CDCSP training (03-10-2022), **2** I/DD Waiver trainings (11-19-2021 & 05-17-2022), **1** ICF/IID training (12-10-2021), and **1** CSED Waiver training (06-24-2022). **2022-2023: 10** trainings were provided during the fiscal year including: **1** CDCSP training (10-04-2022), **4** I/DD Waiver trainings (07-12-2022, 11-09-2022, 01-04-2023, 05-18-2023), **1** ICF/IID training (01-18-2023), and **4** CSED Waiver trainings (07-12-2022, 11-09-2022, 01-04-2023, 05-18-2023).

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
- CSED Waiver
- Fair Hearing
- Administrative
- On-Site Visits to ICF/IID Group Homes

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

#### **Design:**

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

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

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





On-Site Visits if they occurred in the quarter.

Each service was reviewed and received a meets (✓) 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 2020-June 2021: 100%

July 2021-June 2022: 99.75%

July 2022-June 2023: 99.75%

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





# ATTACHMENT B





### 3. QUALIFICATIONS:

PC&A has a staff comprised of highly trained and skilled individuals who have decades of experience in the intricacies of ICF/IID, Nursing Facility, PRTF, and Acute Hospital levels of care. PC&A exceeds the minimum requirement with respect to years' experience and knowledge. Please see attached resumes and work products. References available upon request.

- 3.1** PC&A staff has an excess of three (3) years' experience and knowledge of the Federal and State Medicaid rules and regulations as demonstrated by the attached documentation of reports, evaluations and training materials created/developed by PC&A pertaining to ICF/IID facilities. PC&A is involved with ICF/IID eligibility, on-site visits to ICF/IID group homes, and providing testimony as expert witness at fair hearings. Several psychologists at PC&A are considered ICAP experts and provide training and technical assistance to individuals who administer/score this crucial instrument. Please refer to the enclosed work samples.
- 3.2** PC&A staff has greater than three (3) years of experience and knowledge of the Federal and State Medicaid rules and regulations pertaining to I/DD Waiver services. Staff of PC&A has assisted BMS with the I/DD Waiver program since the state of WV first applied for this benefit in 1985. Staff have participated in policy development, made initial and annual eligibility decisions, assisted with development, training and maintaining the cadre of psychologists who evaluate individuals for the I/DD Waiver program, and serve as expert witness in fair hearings. Correspondence with other vendors to ensure timelines are met is a critical component of the I/DD Waiver program along with secondary reviews for quality assurance purposes. See attached materials that reflect PC&A's experience with the I/DD Waiver program.
- 3.3** PC&A has an excess of three (3) years' experience and knowledge of the Federal and State Medicaid rules and regulations as demonstrated by the attached documentation of reports, evaluations and training materials created/developed for the CDCSP program. PC&A staff has managed the CDCSP program for over 20 years. Staff has administrative responsibilities to assist families and other professionals with the application process and purpose of required documents. PC&A staff corresponds with the family, other entities and DHHR. The licensed psychologists and registered nurse have over 10 years experience in making eligibility decisions and serving as expert witness in fair hearings. Trainings are completed regularly to help educate on the CDCSP program. Please see attached forms, materials, and trainings that PC&A has developed for the CDCSP program.
- 3.4** PC&A has an excess of three (3) years' experience and knowledge of the Federal and State Medicaid rules and regulations as demonstrated by the attached documentation of reports, evaluations and training materials created/developed by PC&A pertaining to the Nursing Facilities PASRR, Level II program. PC&A has administered the Level II program since 1999.





PC&A oversees the Level II Evaluators and also completes desk reviews when an evaluator is not available or when a WV Resident is placed out of state. PC&A regularly consults with hospital staff, social workers, nurses, administrators and federal PASRR individuals in the Eastern Region and nationwide. PC&A staff regularly represents the state in national calls to collaborate and learn about the PASRR process on a federal level. In addition, PC&A represents the department in fair hearings pertaining to Level II Denials. Please see attached training materials and documents developed by PC&A.

**3.5** PC&A has five (5) years of experience and knowledge of the Federal and State Medicaid rules and regulations as demonstrated by the attached documentation of reports, evaluations and training materials developed by PC&A pertaining to children with serious emotional disorders or similar program. PC&A assisted BMS with the development of level of care tools and policy development and refinement for the CSED Waiver program. PC&A has developed training materials to assist the clinicians responsible for evaluating children for the CSED Waiver program and trains individuals regularly. PC&A has eligibility responsibilities for both initial applicants and redeterminations for current CSED Waiver recipients and regularly provides data to the CSED team. Please see attached materials pertaining to CSED Waiver developed by PC&A.

**3.6** PC&A has (4) WV licensed psychologists with over five (5) years experience, knowledge and expertise to make eligibility determinations outlined in the RFQ for all five programs as demonstrated by the attached documentation of reports, evaluations, and training materials developed by PC&A. PC&A ensures that five (5) WV licensed psychologists have experience participating in the Fair Hearing Process with BMS in all five (5) programs as demonstrated by the list by years of Fair Hearings attended.

**3.6.1** PC&A has 12 years experience in managing networks of psychologists who complete specialized evaluations to determine the presence of Intellectual Disabilities and Related Conditions, over 20 years experience in managing psychologists who complete specialized evaluations to determine the presence of Major Mental Illness, and four years experience managing clinicians who complete specialized evaluations to determine the presence of Serious Emotional Disorders. PC&A will recruit, train, and supervise the cadre of psychologists throughout the state. Please see attached training materials.

**3.7** PC&A contracts with a Registered Nurse who has made eligibility decisions and served as expert witness in fair hearings for CDCSP (Acute Hospital and Nursing Facility levels of care) since 2013. See attached resume and license.

**3.8** PC&A has a dedicated Project Manager who is responsible for providing oversight of all programs and serves as the point of contact for BMS. She





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ensures that PC&A meets the mandatory requirements outlined in the contract, reports data on a regular basis, and attends contract meetings as required. She has a Masters' degree in Psychology and serves as a Long Term Care Clinical Consultant with 25 years experience in the field. See attached resume and license.





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

**LICENSURE**

---

West Virginia Licensed Psychologist #852  
3-7-2003  
West Virginia Licensed Professional Counselor #1521  
5-31-2000

**PROFESSIONAL EXPERIENCE**

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**PC&A**

Project Director/Owner  
January 2021-present  
Licensed Psychologist/LPC/LTC-Clinical Consultant  
October 2008-present  
Responsibilities include psychological evaluations and outpatient therapy for children, adolescents and adults in a private practice setting. Determine eligibility for applicants to the I/DD Waiver program and Children with Serious Emotional Disorder Waiver program. Complete desk reviews for the PASRR program to determine nursing facility placement. Provide training and technical assistance for members of the Independent Psychologist Network. Completes secondary reviews for ICF/IID Program, CDCSP Program, I/DD Waiver Program, and CSED Waiver program. Assists with policy and manual development and participates in contract meetings with various agencies and individuals throughout the state. Conducts trainings throughout West Virginia for all programs and serves as Expert Witness for Department in fair hearings.

**Mountain State University**

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

**Cornerstone Psychological Services**

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

**Bodyworks Health Fitness and Rehabilitation**

Staff Psychologist  
August 2006-August 2008  
Provide evaluations and treatment for individuals in the PEIA Weight loss program.

**Sunrise Psychiatric Services, Inc.**

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





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**Sunrise Psychiatric Services, Inc. & Laurel Ridge Psychological Associates**

Supervised Psychologist/LPC

June 1998-March 2003

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

**Beckley Psychiatric Associates & Timberline Health Group**

Supervised Psychologist

July 1997-May 1998

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

**PROFESSIONAL MEMBERSHIP**

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

West Virginia Association of Professional Psychologist (WVAPP) Charter Member Spring 2012-Summer 2022

West Virginia Psychological Association (WVPA) 1999-2010; Summer 2022 to present

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

**EDUCATION**

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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 #852**

**Start: 3/7/2003 Expires: 3/31/2025**

  
*Beverly A. Benson*  
Board Secretary





## State of West Virginia Board of Examiners in Counseling

815 Quarrier Street, Suite 212  
Charleston, West Virginia 25301  
(304) 558-5494

[Cheryl.J.Henry@wv.gov](mailto:Cheryl.J.Henry@wv.gov)  
[www.wvbec.org](http://www.wvbec.org)

### Verification of West Virginia Licensure

Date Verification Created: Monday, May 15, 2023  
Verification Created by Cheryl Henry, Executive Director

NAME OF LICENSEE:	<b>Kerri Ann Linton</b>
PROFESSION:	<b>Licensed Professional Counselor</b>
LICENSE NUMBER:	<b>1521</b>
LICENSURE STATUS:	<b>CURRENT</b>
ORIGINAL ISSUE DATE:	<b>05/31/2000</b>
EXPIRATION DATE:	<b>06/30/2024</b>

#### Disclaimer

The information provided is accurate and correct.





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

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**LICENSURE**

West Virginia Licensed Psychologist # 958  
October 2007  
West Virginia Social Worker (license currently inactive)  
December 1995

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**PROFESSIONAL EXPERIENCE**

**Project Manager PC&A, Inc.**

September 2019-present

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

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

**Independent Psychologist/Blanks Psychological Services**

February 2014 to September 2019

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

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

February 2014 to September 2019

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

**Psychologist/Clinical Consultant PC&A, Inc.**

November 2009 to February 2014

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







**Independent Psychologist/Blanks Psychological Services**

August 2008 to November 2009

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

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

**Psychologist Martin & Associates and Green Acres Regional Center**

November 2001 to August 2008

Services Include: Psychological assessments, behavior support training, assessment, plan development, data review, and treatment planning for ICF/IID and I/DD Waiver for Green Acres Regional Center.

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

**PROFESSIONAL MEMBERSHIP**

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West Virginia Association of Professional Psychologists-Charter Member

Spring 2012 to Summer 2022

West Virginia Psychological Association Member

Summer 2022 to present

**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 #958**

**Start: 10/12/2007**

**Expires: 9/30/2025**

  
Board Secretary





**Charley W. Bowen, MA**  
**Licensed Psychologist #932**  
**BMS LTC Clinical Consultant**  
**PC&A, Inc.**  
**202 Glass Drive**  
**Cross Lanes, WV 25313**

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**LICENSURE/CERTIFICATIONS/AFFILIATIONS**

West Virginia Licensed Psychologist # 932  
September 30, 2006

ICEEFT-CERTIFIED EFT/EFFT Therapist April 2017  
CERTIFIED ACCELERATED RESOLUTION THERAPIST 2021

WEST VIRGINIA BOARD OF EXAMINERS OF PSYCHOLOGIST MEMBER 2018-Present

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**PROFESSIONAL EXPERIENCE**

**Psychological Consultation & Assessment, INC.**

*Long Term Clinical Care Consultant/Psychologist*

January 2021-present

Provide outpatient therapy and evaluations services. Responsible for eligibility determinations/redeterminations for the IDD Waiver, ICF/IDD, CSED and PASRR program. Serve as an expert witness in fair hearings and complete on-site reviews of ICF/IID Group Facilities.

**Cabell Huntington Hospital Counseling Center**

*Licensed Psychologist/Supervisor of Children and psychological Services*

January 2011 to December 2020

Provide therapy and psychological evaluations for various populations and program eligibility determinations. Evaluation and treatment recommendations are provided for children, adults, and families. Supervise students in their third-year practicum in Marshall Universities' PSYD Program. Provide supervision of a supervised Psychologist. Provide supervision of individuals who are working toward certification as an EFT/EFFT therapist. Oversee Children's and Psychological Services at the CHH Counseling Center.

**Life Encouragement Outreach Inc.**

*Non-Profit Organization, Licensed Psychologist*

January 2008 to December 2010

Provide therapy and psychological evaluations for various populations and program eligibility determinations. Evaluation and treatment recommendations are provided for children, adults, and families. Provide therapy for adolescents in the Cabell County Teen Drug Court Program.

**One Life Church Hurricane, WV**

*Youth/Children's Pastor*

March 2003 to November 2010

Responsible for planning all youth and children's activities. Responsible for all community scheduling of the church and family center. Provide support and mentorship for children and youth group members. Responsible for training and scheduling of all volunteer staff. Serve as a member of the Pastor's Council.

**River Park Hospital**

*Adolescent Therapist*

November 2007 to December 2007

Provide individual, group and family therapy.





**West Virginia Prevention Resource Center**

May 2007 to October 2007

Work collaboratively with grassroots community organizations and individuals, providing technical assistance specifically in the area of substance abuse prevention within a risk and protective framework, while stressing assets. Responsibilities include assessing community strengths and weaknesses, helping communities with strategic planning, team building, formulating goals and objectives, grant writing, coalition building, and developing and evidence-based programs, practices, and policies.

**Mareda L. Reynolds, M.A. Licensed Psychologist, P.L.L.C.**

*Supervised Psychologist/Licensed Psychologist*

October 2001 to April 2007

Provide therapy and psychological evaluations for various populations and program eligibility determinations. Provide evaluation and treatment recommendations for children and adults.

**Kanawha Valley Center, Boone, Logan, & Mingo**

*Clinical Supervisor*

November 2001 to February 2003

Supervise therapist, clinical team coordinators and case managers for three counties. Responsible for hiring and evaluating forty employees, managing a yearly budget of approximately two million dollars, completing training and in-services for all personnel, and collaborating with D.H.H.R., Juvenile Probation, Local PRN's, and other referral services.

**Action Youth Care/Kanawha Valley Center**

*Clinical Team Coordinator*

April 1998 to November 2001

Supervised therapist and case managers. Responsible for treatment team and all assessments were completed for individuals in our in-home program. Collaborated with D.H.H.R, Juvenile Probation, Local FRN's, and other referral services.

**Action Youth Care**

*Family Service Specialist*

November 1997 to April 1998

Provide in home services to at risk families and specialized foster care children. Responsibilities included development of care plans and providing supportive counseling, behavior management, and case management services to patients.

**Shawnee Hills Mental Health/Mental Retardation Center**

*Residential Counselor*

November 1996 to November 1997

*Provide direct care to teenagers who were court ordered into the residential treatment program in Barboursville, WV.*

**PROFESSIONAL MEMBERSHIP**

West Virginia Association of Professional Psychologists-Charter Member

Spring 2012 to Summer 2022

West Virginia Psychological Association Member

January 2021 to present.

**EDUCATION**

Marshall University Graduate College Master of Arts Degree in Child Psychology

August 2001

Marshall University Bachelor of Arts Degree in Counseling and Rehabilitation

May 1997



**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**

**Charley Bowen, MA #932**

**Start: 10/24/2006**

**Expires: 9/30/2024**

  
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 # 273  
April 1, 1981  
West Virginia School Psychologist #22009  
April 1, 1992

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**PROFESSIONAL EXPERIENCE**

**Psychological Consultation and Assessment, Inc.**

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

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

**School Psychology Experience:**

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

Psychologist, Kanawha County Schools  
December 1975 –March 1981

**Teaching Experience:**

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

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**PROFESSIONAL MEMBERSHIP**

Member of the West Virginia Psychological Association from 1976 through 2011; Summer 2022 to Present

Secretary of WPA from December of 1989 through December of 1991

Representative at Large for WPA from January 1992 through December 1993





Charter Member of the West Virginia Association of Professional Psychologists Spring 2012 to Summer 2022

## EDUCATION

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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:

**SCHOOL PSYCHOLOGIST INDEPENDENT PRACTITIONER**

**Linda O. Workman, MA #22009**

**Start: 4/1/1992 Expires: 3/31/2025**

*Beverly Abansom*  
Board Secretary



**WEST VIRGINIA BOARD OF EXAMINERS OF PSYCHOLOGISTS**

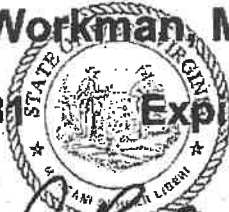
The duly licensed individual below has met the requirements of the law and is entitled to practice in the state of West Virginia as a:

**PSYCHOLOGIST**

**Linda O. Workman, MA #273**

**Start: 4/1/1981 Expires: 3/31/2025**

*Beverly Abansom*  
Board Secretary







**Richard L. Workman, MA**  
**Licensed Psychologist #287/Licensed School Psychologist #22010**  
**202 Glass Drive**  
**Cross Lanes, WV 25313**

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#### LICENSURE

West Virginia Licensed Psychologist # 287  
October 1, 1981  
West Virginia School Psychologist # 22010  
April 1, 1992

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#### PROFESSIONAL EXPERIENCE

##### **PC&A, Inc. Owner and President (August 1, 1979-12/31/2020)**

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

##### **Long Term Care-Clinical Consultant for the Bureau for Medical Services-responsibilities include:**

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

##### **School Psychology Experience:**

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

Staff psychologist for Kanawha County Schools  
August 1976 to July 1979

##### **Teaching Experience:**

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

##### **Substance Abuse Treatment Experience:**

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

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

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#### PROFESSIONAL MEMBERSHIP

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

West Virginia Psychological Association  
1977 to 2011; 2022 to Present





WVPA Representative-at-Large January 2008 to December 2010

West Virginia Association of Professional Psychologists-Charter Member  
Spring 2012 to Summer 2022

## **EDUCATION**

---

Master of Arts-Clinical Psychology; Marshall University  
August 1976

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

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





**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 #287**

**Start: 10/1/1981 Expires: 9/30/2025**



*Beverly A. Branson*  
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 #22010**

**Start: 4/1/1992 Expires: 9/30/2025**



*Beverly A. Branson*  
Board Secretary





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

**PROFESSIONAL EXPERIENCE**

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

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

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

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

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

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





- 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 Registered Nurses  
 Primary Source License Verification

## Verification Report

Primary Source Board of Nursing Report Summary for

### LEIGH STONE

Thursday, November 09 2023 10:01:42 AM

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

This report is not sufficient when applying to another board of nursing for licensure. Use the [Nurse License Verification](#) service to request the required verification of licensure.

[Contact the board of nursing](#) for details about the Nurse Practice Act.

#### Temporary and Permanent Licenses/Certificate

Name on License	License /Certificate Type	License/Certificate Number	License Status	Original Issue Date	Current Expiration Date	Compact Status	Discipline
STONE, LEIGH A	RN	41183	Active	03/30/1989	10/31/2024	Single State	NO

#### License type information

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

#### Nurse Licensure Compact (NLC) information

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



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 BLANK 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 Terry L. McGee, II, Program Manager for Long Term Care Facilities BMS by means of the ES-NH-3 regarding financial eligibility, and thereafter of the resident's movement in and out of the facility and other changes.

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

cc:





STATE OF WEST VIRGINIA  
DEPARTMENT OF HEALTH AND HUMAN RESOURCES

Bureau for Medical Services  
350 Capitol Street, Room 251  
Charleston, West Virginia 25301-3712

Dr. Sherri A. Young, DO, MBA, FAAFP  
Interim Cabinet Secretary

Cynthia E. Beane  
Commissioner

MEMORANDUM

DATE: 07/24/2023

TO: Agency Representative  
Agency Name

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

Applicant: Applicant Name

DOB: 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  |

350 Capitol Street, Room 251 • Charleston, West Virginia 25301 • 304-558-1700 • 304-558-1451 (fax) • dhr.wv.gov





**Other:** Documentation submitted for review does not substantiate a diagnosis of intellectual disability. Present measures of intellectual functioning and historical documentation do not support a diagnosis of ID or a related condition which is severe.

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

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

**Legal Assistance:** : If you wish to consult with legal counsel, the following provide free legal services to eligible persons: Legal Aid of West Virginia, 922 Quarrier Street, Charleston, WV 25301, 1-800-642-8279 with offices in Beckley, Princeton, Huntington, Wheeling, Parkersburg, Clarksburg, Martinsburg, and Logan or Disability Rights of West Virginia, 5088 Washington St. W. Charleston, WV 25313, 1-800-950-5250, or Mountain State Justice, 1031 Quarrier Street, Suite 200, Charleston, WV 25301 at 1-800-319-7132.

350 Capitol Street, Room 251 • Charleston, West Virginia 25301 • 304-558-1700 • 304-558-1451 (fax) • [dhr.wv.gov](http://dhr.wv.gov)



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

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**MEMORANDUM**

**DATE:**  
**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 Terry McGee, Program Manager Facility Based and Residential Services BMS by means of the ES-NH-3 regarding financial eligibility, and thereafter of the resident's movement in and out of the facility and other changes.

202 GLASS DRIVE  
CROSS LANES, WV 25313  
(304)776-7230  
(304)776-7247 FAX  
WWW.PCASOLUTIONS.COM





- ☒ **Other:** The documentation submitted for prior approval of medical eligibility was reviewed. Prior approval not established for an ICF/IID level of care. The documentation presented did not support the presence of an intellectual disability or related deficits prior to the age of 22. Records support delays are primarily related more to mental health challenges rather than an intellectual disability or an eligible related condition. The physician did not indicate an eligible diagnosis on the DD2A.

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

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

**Legal Assistance:** If you wish to consult with legal counsel, the following provide free legal services to eligible persons: Legal Aid of West Virginia, 922 Quarrier Street, Charleston, WV 25301, 1-800-642-8279 with offices in Beckley, Princeton, Huntington, Wheeling, Parkersburg, Clarksburg, Martinsburg, and Logan or Disability Rights of West Virginia, 5088 Washington St. W. Charleston, WV 25313, 1-800-950-5250, or Mountain State Justice, 1031 Quarrier Street, Suite 200, Charleston, WV 25301 at 1-800-319-7132.

350 Capitol Street, Room 251 • Charleston, West Virginia 25301 • 304-558-1700 • 304-558-1451 (fax) • [dhr.wv.gov](http://dhr.wv.gov)



PC&A, Inc.

## BMS Facility Based and Residential Care ICF/IID

### Confirmation of Eligibility and ICAP Score Acceptance

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

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

Required Documentation for re-determination includes:

DD-2A within 12 months of AAD

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

Documentation must be submitted to PCA within 30 days of the AAD at [ICF.IID@pcasolutions.com](mailto:ICF.IID@pcasolutions.com)

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



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

**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 \_\_\_\_\_ 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.





STATE OF WEST VIRGINIA  
DEPARTMENT OF HEALTH AND HUMAN RESOURCES  
Bureau for Medical Services

Dr. Sherri A. Young, DO, MBA,  
FAAFP  
Interim Cabinet Secretary

PC&A, Inc.  
ICF/IID  
202 Glass Drive  
Cross Lanes, WV 25313  
Telephone: 304-776-7230 Fax: 304-776-7247  
[kblanks@pcasolutions.com](mailto:kblanks@pcasolutions.com)

Cynthia E. Beane  
Commissioner

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**MEMORANDUM**

**TO:** All WV ICF/IID Providers  
**FROM:** Kristen M. Blanks/Program Manager  
**SUBJECT:** ICAP Observational Site Visits (ICAP OSV)

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Effective October 1, 2020, PC&A will begin conducting ICAP Observational Site Visits (ICAP OSV) at each ICF/IID facility to review ICAP Booklets, ICAP Computer Score Summaries and documentation regarding ICAP training participation and documents required for the rating on the ICAP.

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

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

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

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

Please see the attached Procedure for the ICAP OSV





STATE OF WEST VIRGINIA  
DEPARTMENT OF HEALTH AND HUMAN RESOURCES  
Bureau for Medical Services

**Dr. Sherri A. Young, DO, MBA,  
FAAFP  
Interim Cabinet Secretary**

**Cynthia E. Beane  
Commissioner**

PC & A, Inc.  
ICF/IID  
202 Glass Drive  
Cross Lanes, WV 25313  
Telephone: 304-776-7230 Fax: 304-776-7247  
[kblanks@pcasolutions.com](mailto:kblanks@pcasolutions.com)

### **ICAP Observational Site Visit Procedure**

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







LTC-CC: Kerri Linton, MA		Date: 2-16-23	
ICF/IID Facility: Group Home		Facility Number:	
Participant: <input checked="" type="checkbox"/> Present		DOB	
Respondent:		Training <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
Anchor Date:		Admission Anniversary Date (AAD):	
11-02-2022		11-02-2023	
Current ICAP Date:		Current DD-2A Date:	
12-13-2022		11-30-2022	
ICAP Service Level Score		Score	WV Level
Submitted ICAP Service Level Score		38	2
Accepted ICAP Service Level Score		38	2
ICAP Service Level Score Start Date		ICAP Service Level Score End Date	
11-02-2022		11-01-2023	

ICAP score on-site consistent with score submitted to PC&A?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
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Documents Reviewed	
<input checked="" type="checkbox"/>	DD-2a Dx: "MR"
<input checked="" type="checkbox"/>	Psychological Report 11/17/22 Dx: ID, Moderate; Unspecified Bipolar D/O; Unspecified Disruptive D/O
<input checked="" type="checkbox"/>	Social History 11/14/22
<input checked="" type="checkbox"/>	IPP 12/8/22
<input checked="" type="checkbox"/>	BSP 12/8/22 (See below)
<input type="checkbox"/>	Interactive Guidelines
<input type="checkbox"/>	Other:

Adaptive Behavior Error	Comments
<input checked="" type="checkbox"/> Raw Scores added incorrectly	Personal Living: Incorrect on booklet; correct on computer score summary.
<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 intellectual disability	





Maladaptive Behavior Error (Continued)	Comments
<input type="checkbox"/> Rating behaviors that are "not serious; not a problem."	
<input checked="" type="checkbox"/> Maladaptive behavior noted on ICAP inconsistent with other assessments	Maladaptive behavior sections lists Very Serious for Disruptive Behavior, but nothing is identified as a Primary Problem. Behavior support protocol lists: Verbal Agg, Phys Agg, Refusal to complete tasks. Data indicates tracking: Yelling, hitting, breaking items intentionally. ICAP needs completed and identified disruptive behavior identified and noted on the BSP.
<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

3/17/23

ICAP Service Level Score	Score	WV Level
Submitted ICAP Service Level Score	38	2
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.

PC&A LTC-CC Signature Kerri Linton, MA, Lic Psych #852	Date 2/16/23
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PC&A BMS LTC Project ICAP OBSERVATIONAL SITE VISIT SUMMARY

ICF/IID Facility: Group Home		Facility Number:	
LTC-CC Reviewers		Visit Date: 02.16.2023	
Richard L. Workman	<input type="checkbox"/>	Charley W. Bowen	<input type="checkbox"/>
Kristen M. Blanks	<input checked="" type="checkbox"/>	Kerri A. Linton	<input checked="" type="checkbox"/>
# of Files Reviewed		# of Participants Present for Visit	
6		5	
# of Scores Accepted		# of ICAPS Requiring Modifications & Resubmission	
4		BH & CB	

Files Reviewed		
BH	The specific behavior for Disruptive Behavior domain (that is rated very serious) needs to be identified in the booklet and then the corresponding BSP will need to be submitted.	
CB	Maladaptive behavior of "spitting, urinating on self" is marked as moderately serious but is not addressed in a behavior support plan. The severity rating needs to be changed to mildly serious and the ICAP will need to be rescored and resubmitted <b>OR</b> a behavior support plan to address said behavior needs to be submitted.	
JD	No errors noted on the ICAP. ICAP Service Level Score is accepted. No further action required.	
RC	No errors noted on the ICAP. ICAP Service Level Score is accepted. No further action required.	
RF	The original ICAP booklet in the home was blank with just the cover page filled out. There was a photocopy of the entire booklet with ratings that matched the computer score summary. When comparing the 2022 ICAP to the photocopy of the 2023 it appears that the first two pages and the four adaptive behavior pages were photocopies from the 2022 ICAP. The ratings in the photocopy for the 2023 matches the computer score summary and they are consistent with all documents in the file. So, no correction needs to be submitted to PC&A but the scores need to be put in the <b>ORIGINAL</b> ICAP booklet. <b>This is obviously not an acceptable practice.</b>	
WW	No errors noted on the ICAP. ICAP Service Level Score is accepted. No further action required.	
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 intellectual disability		

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Maladaptive Behavior Error (Continued)	Comments
<input type="checkbox"/> Rating behaviors that are "not serious; not a problem."	
<input checked="" type="checkbox"/> Maladaptive behavior noted on ICAP inconsistent with other assessments	<p><b>BH-</b> Maladaptive behavior sections lists Very Serious for Disruptive Behavior, but nothing is identified as a Primary Problem. Behavior support protocol lists: Verbal Agg, Phys Agg, Refusal to complete tasks. Data indicates tracking: Yelling, hitting, breaking items intentionally. ICAP needs completed and identified disruptive behavior identified and noted on the BSP.</p> <p><b>CB-</b>#6 indicates spitting, urinating self as Moderately Serious. Not addressed in PBS Plan. Severity rating either needs changed or this behavior needs to be identified and addressed in the PBS Plan.</p>
<input type="checkbox"/> Lack of BSP addressing maladaptive behaviors rated	
<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"/> ICAP Computer Score Summary not on file at facility	
<input type="checkbox"/> ICAP Booklet not on file at facility	

**OSV Summary Response Required**  Yes  No

**Date Required to PC&A**

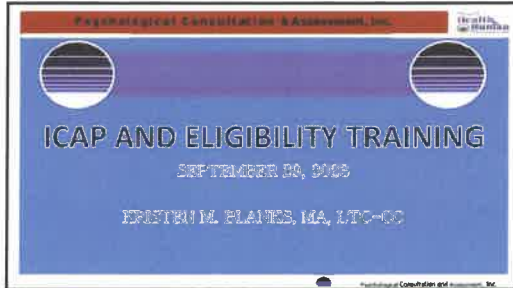
**Participants Requiring OSV Response**

**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 Kristen M Blanks, M.A. Psychologist</b>	<b>Date 02.20.2023</b>
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**Learning Objectives**

- ❖ Be able to understand the importance of the identifying data in the ICAP Booklet
- ❖ Recognize the relative importance of the adaptive and problem behavior sections in obtaining the ICAP Level score
- ❖ Be able to recognize clusters of behaviors, notable scoring errors, and more accurately determine severity ratings
- ❖ Recognize the importance and responsibility of obtaining an accurate ICAP level score

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**ICAP Evaluator Expectations**

- ❖ Knowledgeable about the ICAP (provider expert)
- ❖ Evaluate objectively
- ❖ Give credit when due and be certain any identified problem behaviors have been discussed in treatment team meetings, other relevant assessments, etc. If not addressed - do not identify or rate the behavior.
- ❖ Know the participant; if you don't know the individual, don't rate.
- ❖ Recognize any potential conflicts and resist pressure from supervisors.

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**Understanding the ICAP**

- The ICAP as a valuable tool
- How to rate Adaptive skills
- How to rate Maladaptive Behavior
- How to utilize other sections of the booklet

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**Purpose of the ICAP**

- Quick, accurate assessment
- Assist admissions
- Structure IPP
- Program Evaluation
- Program Planning
- Reporting Progress

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**ICAP Sections**

<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
DESCRIPTIVE INFORMATION	DIAGNOSTIC STATUS	FUNCTIONAL LIMITATIONS AND NEEDED ASSISTANCE	ADAPTIVE BEHAVIOR	PROBLEM BEHAVIOR

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## ICAP Sections

**F**

Residential Placement

**G**

Daytime Program

**H**

Support Services

**I**

Social and Leisure Activities

**J**

General Information and Recommendations

### ICAP Section - Identifying Information

**BEST PRACTICES**

- THIS SECTION NEEDS TO BE COMPLETED TO THE BEST OF THE RESPONDENT'S ABILITY.
- A RESPONDENT SHOULD KNOW THE CLIENT FOR AT LEAST THREE MONTHS AND SEE THE CLIENT ON A DAILY BASIS
- YOU MUST PROTECT THE INTEGRITY OF THE ICAP

### ICAP Sections A through E

INFORMATION IS NOT INCLUDED IN OVERALL SCORE; HOWEVER, INFORMATION IS REVIEWED AND PROVIDES INSIGHT INTO THE INDIVIDUAL'S EXPRESSIVE AND RECEPTIVE LANGUAGE, MEDICAL DIAGNOSES, SENSORY SKILLS, AND MOBILITY SKILLS.

### ICAP Sections A through E

EXPECTED TO BE CONSISTENT WITH MORE SPECIFIC AREAS IN THE ADAPTIVE BEHAVIOR SECTION.

### Rating for Adaptive Behavior

- PRIMARY CRITERION IS INDEPENDENCE
- HOW MUCH SUPPORT IS NECESSARY TO ACHIEVE INDEPENDENCE?

### Criteria for Completing the ICAP Adaptive Behavior Scale

**(3) DOES VERY WELL**

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



Guidelines for Computing Individual Behavioral Domain Score

**(2) DOES FAIRLY WELL**

- OR ¼ OF THE TIME-MAY NEED TO BE ASKED.
- INDIVIDUAL PERFORMS THE TASK REASONABLY WELL WITHOUT HELP OR SUPERVISION.
- INDIVIDUAL HAS NOT MASTERED TASK, BUT CAN DO ALL PARTS OF IT.
- OKAY TO BE ASKED OR REMINDED.

Guidelines for Computing Individual Behavioral Domain Score

**(1) DOES, BUT NOT WELL**

- OR ¼ OF THE TIME-MAY NEED TO BE ASKED
- INDIVIDUAL SOMETIMES PERFORMS THE TASK WELL WITHOUT HELP.
- INDIVIDUAL TRIES TO DO ALL PARTS OF THE TASK WITHOUT HELP OR SUPERVISION BUT THE RESULT IS NOT GOOD.
- OKAY TO BE ASKED OR REMINDED.

Guidelines for Computing Individual Behavioral Domain Score

**(0) NEVER OR RARELY**

- EVEN IF ASKED.
- THE TASK IS TOO HARD.
- ONE CIRCUMSTANCE THAT AUTOMATICALLY RESULTS IN THE ASSIGNMENT OF THE LOWEST RANKING IS THE INABILITY OF THE PARTICIPANT TO DO ALL PARTS OF THE SPECIFIC TASK WITHOUT HELP, SUPERVISION, OR ADDITIONAL TRAINING.

**3. Motor Skills**

- TASKS ARE LISTED EASY TO MOST DIFFICULT.
- PICKS UP SMALL OBJECTS: THE INDIVIDUAL EXPLORES THE ENVIRONMENT SUCH AS AN INFANT THAT FINDS SOMETHING WHILE CRAWLING ON THE FLOOR.
- SITS ALONE FOR 30 SECONDS: ABLE TO SIT ERECT WITH NO SUPPORT, THEIR HEAD IS NOT BOBBING AROUND, AND THEY ARE NOT SLUMPED FORWARD.

**Motor Skills Continued**

- PULLS SELF INTO STANDING POSITION: CAN THEY STAND ON THEIR OWN? PARTICIPANT DOESN'T HAVE TO NECESSARILY GRAB ONTO SOMETHING TO STAND.
- ITEMS 11-18: MAY NOT ENGAGE IN THESE ACTIVITIES DUE TO LACK OF OPPORTUNITY, SAFETY, ETC. ESTIMATE BY RATING HOW WELL THE PARTICIPANT COULD DO THE TASK GIVEN THEIR FINE AND GROSS MOTOR CAPABILITIES.
- ITEMS 11-18: WILL LIKELY NOT BE SCORED A 2 OR A 3 IF THEY ARE NOT ENGAGING IN THESE TASKS ON A REGULAR BASIS.

**4. Social & Communication Skills**

- ITEMS 1-4 ARE LIKELY "TOO EASY" FOR THE PARTICIPANT WHO HAS EXPRESSIVE LANGUAGE.
- EVEN IF THE PARTICIPANT DOES NOT ENGAGE IN THESE BEHAVIORS, THEY ARE LIKELY CAPABLE OF DEMONSTRATING THEM AND SHOULD BE SCORED A "3."

**Severity Ratings Continued**

**3 - Very serious, a severe problem**

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

**Severity Ratings Continued**

**4 - Extremely serious, a critical problem**

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

**Guidelines for Scoring Problem Behavior section**

- IF PARTICIPANT DOES NOT EXHIBIT THOSE OR SIMILAR BEHAVIORS, THEN WRITE "NONE" AND MARK (0) NEVER FOR FREQUENCY AND (0) NOT SERIOUS; NOT A PROBLEM FOR SEVERITY.
- IF PARTICIPANT EXHIBITS BEHAVIOR SIMILAR TO THOSE PROBLEMS DESCRIBED WRITE IN ONE SPECIFIC BEHAVIOR THAT CAUSES THE MOST TROUBLE.
- SEVERITY: RATE HOW SERIOUS THAT PROBLEM BEHAVIOR IS IN THE ENVIRONMENT IN WHICH YOU MOST OFTEN OBSERVE OR INTERACT WITH THE PARTICIPANT.

**Notable ICAP Errors**

**ADAPTIVE BEHAVIOR ERRORS**

- RAW SCORES ADDED INCORRECTLY
- OVERESTIMATE OF SKILL REQUIRED
- RATING COMPLIANCE RATHER THAN ABILITY
- OVERLY GENEROUS OR OPTIMISTIC ESTIMATE OF ABILITY (ERROR IN THE POSITIVE DIRECTION)
- FAILURE TO ESTIMATE ABILITY WHEN BEHAVIOR NOT DEMONSTRATED.
- FAILURE TO GIVE FULL CREDIT FOR ITEMS THAT HAVE BEEN SURPASSED

**Notable ICAP Errors**

**MALADAPTIVE BEHAVIOR ERRORS**

- OVERESTIMATE OF SEVERITY
- CLUSTER BEHAVIOR RATED IN MULTIPLE CATEGORIES
- MULTIPLE CATEGORIES RATED FOR A SINGLE PROBLEM
- BEHAVIOR RATED BASED UPON USE AS AN EXAMPLE (NOT REALLY A PROBLEM).
- AVOID RATING BEHAVIORS AS PROBLEM BEHAVIORS WHEN MAY BE A FUNCTION OF THE PERSON'S CONDITION

**Notable ICAP Errors**

**MALADAPTIVE BEHAVIOR ERRORS (CONTINUED)**

- RATING INATTENTIVENESS FOR A PERSON WITH SEVERE/PROFOUND INTELLECTUAL DISABILITY
- RATING BEHAVIORS THAT ARE "NOT SERIOUS; NOT A PROBLEM."
- MALADAPTIVE BEHAVIOR NOTED ON ICAP INCONSISTENT WITH OTHER ASSESSMENTS
- LACK OF DOCUMENTATION OF MALADAPTIVE BEHAVIOR IN THE IPP





**Negative ICAP Errors**

**MALADAPTIVE BEHAVIOR ERRORS (CONTINUED)**

- ONLY 1 SPECIFIC BEHAVIOR CAN BE NOTED FOR EACH SECTION AND ONLY THE FREQUENCY AND SEVERITY OF THAT BEHAVIOR CAN BE RATED (NOT A COLLECTIVE ESTIMATE OF ALL THE BEHAVIORS NOTED)
- HIGHER FREQUENCY DOES NOT MEAN HIGHER SEVERITY. SEVERITY AND FREQUENCY LEVELS SHOULD BE LOOKED AT AS SEPARATE ITEMS AND NOT PARALLEL ITEMS

**Negative ICAP Errors**

**OTHER SOURCES OF ERROR**

- LACK OF TRAINING
- DIFFERENT RESPONDENTS
- LACK OF KNOWLEDGE OF CONSUMER
- NON-CONSUMER ISSUES INFLUENCING RATINGS

**Do I need a Behavior Support Plan?**

RATING	DEFINITION	REQUIREMENT
1:1 supervision	Requires continuous 1:1 supervision throughout the entire day (24 hours) in a secure setting.	Requires a support plan for a 1:1 supervisor.
Threats to public safety	Objectively, a participant's behavior indicates a risk to public safety or to the safety of others.	Requires to be documented as an incident on a PIP & reviewed by the supervisor.
Threats to self safety	Objectively, a participant's behavior indicates a risk to their own safety or the safety of others.	Requires to be documented as an incident on a PIP & reviewed by the supervisor.
Intermittent supervision	A behavior which is not necessary for safety of the participant or others and is not a high risk or a public safety issue.	Behavioral objectives to be given the highest priority in the PIP or BIP. Development and implementation are required upon the start of any program use of this program. Behavior must be documented in the PIP or BIP.

**Other Considerations**

- RATE THE BEHAVIOR RELATIVE TO LAST MONTH. BEHAVIORS THAT ARE CYCLICAL AND DO NOT OCCUR MONTHLY MAY BE RATED (I.E. FREQUENCY-LESS THAN ONCE A MONTH).
- BEHAVIORS NOT ALLOWED TO OCCUR (E.G. SEXUALLY ABERRANT BEHAVIOR, THEFT, ARSON, PICA, ETC.), WHETHER BY VIRTUE OF 1:1 OR NOT, MAY BE RATED RELATIVE TO PREVIOUS MONTHS. FOR EXAMPLE, THE FREQUENCY MAY BE "LESS THAN ONCE A MONTH," BUT THE SEVERITY MIGHT BE 4. BE SURE TO INDICATE (IN THE COMMENTS SECTION) IF 1:1 SUPERVISION IS CURRENTLY USED.

**Recommendations for Section A - Residential Placement**

- MARK ONE STATEMENT THAT BEST DESCRIBES THE PARTICIPANT'S CURRENT RESIDENCE AND ONE IN THE NEXT COLUMN THAT INDICATES RECOMMENDED CHANGES OR NEEDS WITHIN THE NEXT 2 YEARS.
- IF NO CHANGE LIKELY NEEDED, MARK THE LAST RESPONSE (NO CHANGE RECOMMENDED).
- IF THE SAME TYPE OF PLACEMENT, BUT A DIFFERENT SITE (E.G. A MOVE FROM ONE GROUP HOME TO A DIFFERENT GROUP HOME) IS RECOMMENDED, THE ITEM MARKED IN BOTH COLUMNS SHOULD BE THE SAME.


**Recommendations for Section B - Daytime Placement**

- MARK ONE RESPONSE TO DESIGNATE THE CURRENT FORMAL DAYTIME ACTIVITY OF THE PARTICIPANT AND MARK THE ONE IN THE NEXT COLUMN THAT IS LIKELY OR NEEDED ALTERNATE DAYTIME PLACEMENT WITHIN THE NEXT 2 YEARS.
- IF NO CHANGE IS RECOMMENDED, MARK THE LAST RESPONSE "NO CHANGE RECOMMENDED."
- IF THE SAME TYPE OF PROGRAM BUT A DIFFERENT SITE IS RECOMMENDED, THE ITEM MARKED IN BOTH COLUMNS SHOULD BE THE SAME.



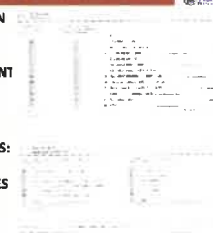
**Instructions for ICF Services to Support Services**

- IDENTIFY THE SUPPORT SERVICES THE INDIVIDUAL IS CURRENTLY RECEIVING FROM ANY SOURCE AND THOSE IN WHICH THE PARTICIPANT SHOULD BE EVALUATED FOR POSSIBLE ADDITIONAL OR ALTERED SERVICES.
- "SPECIALIZED" SERVICES MEAN SERVICES BEYOND THOSE USED ON A REGULAR BASIS BY ORDINARY PEOPLE.




**Instructions for ICF Services to Social & Leisure Activities**

- SOCIAL & LEISURE ACTIVITIES WITHIN THE LAST MONTH:** INDICATE ALL FORMAL AND INFORMAL SOCIAL ACTIVITIES IN WHICH THE PARTICIPANT HAS PARTICIPATED, ALONE OR WITH SOMEONE ELSE, WITHIN THE LAST MONTH.
- FACTORS LIMITING SOCIAL ACTIVITIES:** ALL FACTORS THAT CONTRIBUTE TO THE PARTICIPANT'S SOCIAL ACTIVITIES BEING MORE LIMITED THAN DESIRED OR THAN IS NORMAL FOR PARTICIPANT'S AGE.



**Instructions for ICF Services to Psychosocial & Behavioral**

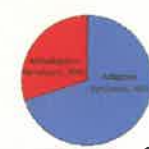
**MAY ATTACH DOCUMENTATION TO ADDRESS THESE AREAS, SUCH AS; THE MOST CURRENT IPP, BEHAVIOR SUPPORT PLAN, PSYCHOLOGICAL EVALUATION, ETC.**



**ICAP Scores**

**Service Score**

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



**ICAP Scores**

WV level 1	1. Level 1 (1-19): Total personal care and intense supervision
WV level 2	2. Level 2 (20-29)
	3. Level 3 (30-39): Extensive personal care and/or constant supervision
WV level 3	4. Level 4 (40-49)
	5. Level 5 (50-59): Regular personal care and/or close supervision
WV level 4	6. Level 6 (60-69)
	7. Level 7 (70-79): Limited personal care and/or regular supervision
	8. Level 8 (80-89): Infrequent or no assistance for daily living
	9. Level 9 (90+):

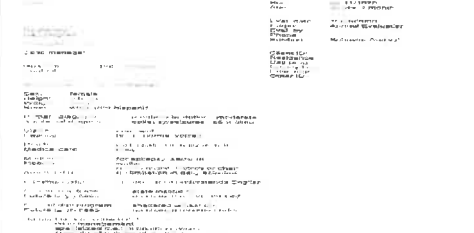
**ICAP Score Summary**

ICAP Score: 75

Adaptive Behavior: 70%

Maladaptive Behavior: 30%

ICAP Score Range: 1-99






**Annual Redetermination**


**PARTICIPANTS MUST BE REDETERMINED ELIGIBLE EVERY YEAR. BOTH AN UPDATED DD-2A AND AN UPDATED ICAP ARE NEEDED ANNUALLY. DD-2 IS NEEDED TRIENNIALLY.**

DD-2A must be within 12 months of the AAD to be current.

ICAP must be completed and submitted within 30 days of the participant's admission anniversary date.

ICAPs can also be completed and submitted at a significant life change or juncture.

Additional Information may be requested to redetermine eligibility





**ICAP**

**SEND BOTH THE ICAP BOOKLET AND THE COMPUTER SCORE SUMMARY.**

**ONLY TRAINED INDIVIDUALS ALLOWED TO COMPLETE ICAP.**


**DO NOT USE ICAP BOOKLETS MORE THAN ONCE.**

**ANY CHANGES MUST BE INITIALED**






**Staff Credentialing**

- DOCUMENTATION THAT STAFF HAVE BEEN TRAINED BY PC&A TO ADMINISTER THE ICAP MUST BE MAINTAINED BY THE PROVIDER, AND AVAILABLE UPON REQUEST
- TRAINING WILL BE PROVIDED BY PC&A, INC.
- EACH PROVIDER IS RESPONSIBLE FOR ADEQUATE TRAINING, SUPERVISION AND ON-GOING IN-SERVICE TRAINING OF STAFF DESIGNATED TO ADMINISTER THE ICAP



**Questions/Comments**


## ICAP TRAINING VIGNETTE

Cindy is a 42-year-old woman who resides in an ICF/IID residential facility. She resided with her mother until her mother's death five years ago. At that time, she was admitted into an ICF/IID facility. She received special education services throughout her schooling and graduated with a modified diploma. She attended a day program following graduation from high school and worked in a sheltered workshop. She has never been gainfully employed and has never attempted community employment with a job coach.

Cindy is diagnosed with Moderate Intellectual Disability, Down syndrome, Hypertension, and Hypercholesterolemia. She is independently ambulatory with good use of all extremities. She has good fine and gross motor skills. Cindy is able to verbalize her wants and needs. She speaks in complete sentences. She often speaks in a low tone of voice and sometimes has to repeat herself several times before staff are able to hear her. She rarely initiates conversations with others. She will answer others when she is spoken to directly.

Cindy is independent in most areas of personal care. She requires verbal prompting to assure that her hair is washed and conditioned appropriately. She is able to choose her own clothing for the weather. She is able to tie her own shoes. She is able to feed herself but is unable to use a table knife for cutting or spreading. She is able to complete all self-care tasks when using the bathroom and has no accidents. She is able to participate in household chores, but requires verbal prompting and some assistance with completing most tasks. She is able to remove all her bed linens but requires assistance with putting on the new pillow case and fitted sheet. She is able to put the flat sheet and comforter on her bed with no assistance. She is able to participate in laundry chores. She requires assistance with sorting her laundry and using the appropriate dials on the washer and dryer. She assists with meal preparation by pouring food into bowls to microwave them but needs assistance with using the microwave. She does not cook on the stove top or use the oven. She is able to assist with mixing simple foods.

Cindy is able to print her name but has no other form of written communication skills. She can recognize a few sight words and is able to read some safety signs. She is able to recite her birthday but does not know her address, phone number, or social security number. She is able to identify coins and knows that it costs two quarters to purchase a soda at the sheltered workshop. She is not able to make change or identify bills. She cannot tell time with an analog or a digital clock or watch. She is aware of common dangers in the community such as using a seat belt when riding in a vehicle, not talking to strangers, and using caution when crossing the street; however, she does not look both ways when crossing the street. Instead, she just stands at the curb and waits for a staff member to direct her before crossing the street.

Cindy does not engage in physically aggressive behavior toward others. When she becomes upset she yells and screams at others. This usually occurs two to three times a week and usually happens at home. This is the only time that Cindy raises her voice; otherwise she is usually difficult to hear. She often engages in rocking back and forth when she sits for long periods of time. She is shy when around others but socializes with very little prompting. She will participate in just about any activity that is arranged for her. She will engage in self-injurious behavior in the form of banging her head off the wall when she becomes extremely upset. This typically occurs only once or twice a month. She does not become aggressive with staff when they attempt to redirect her away from whatever it is that she is banging her head on. She has required stitches on two occasions to treat a laceration on her forehead as a result of the head banging. Cindy typically responds to most directions with very little prompting. If it is a task that she does not enjoy doing she may mumble under her breath as she is engaging in the task.



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BUREAU FOR MEDICAL SERVICES  
LONG TERM CARE PROJECT**

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**MEMORANDUM**

**DATE:** September 29, 2023  
**TO:** FACILITY CONTACT  
FACILITY REQUESTING REVIEW  
**FROM:** Kerri Linton, M.A./Clinical Consultant  
**RE:** PASRR Level II Evaluation-PATIENT NAME

---

The information provided for the above-named individual has been reviewed. It reflects a history of Major Depressive D/O, Panic D/O, and Alcohol/Benzodiazepine abuse. The individual had a fall resulting in multiple fractures and requires rehabilitation. Records received indicate she is calm and cooperative. She does not require specialized services (in-patient psychiatric hospitalization). The Level I review has determined the individual has sufficient functional deficits for nursing facility placement. Based on that determination, 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, opt. 4.

---

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202 GLASS DRIVE, CROSS LANES, WV 25313  
304-776-7230 | 304-776-7247



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BUREAU FOR MEDICAL SERVICES  
LONG TERM CARE PROJECT**

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**MEMORANDUM**

**DATE:** AUGUST 28, 2023

**TO:** FACILITY CONTACT NAME/FACILITY REQUESTING REVIEW

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

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

---

THE INFORMATION PROVIDED FOR THE ABOVE-NAMED INDIVIDUAL HAS BEEN REVIEWED. IT REFLECTS SIGNIFICANT FUNCTIONAL DEFICITS REQUIRING A NURSING FACILITY LEVEL OF CARE. **THE INDIVIDUAL MAY BE PLACED IN A NURSING FACILITY IN WEST VIRGINIA. A FORMAL LEVEL II IS NOT REQUIRED.** PAS HAS BEEN APPROVED ON KEPRO'S ATREZZO SYSTEM.

THIS INDIVIDUAL HAS BEEN AT THE NURSING FACILITY FOLLOWING INPATIENT HOSPITAL STAY FOR MAJOR MEDICAL COMPLICATION. SHE IS NOW APPLYING FOR LONG-TERM CARE. APPLICANT HAS AN INTELLECTUAL DISABILITY AND A RELATED CONDITION (CEREBRAL PALSY) WHICH IS SEVERE. SHE IS TOTAL CARE FOR ALL OF HER ADLS INCLUDING FEEDING. SHE IS A TWO-PERSON TRANSFER. HER LEVEL OF MEDICAL NEEDS OUTWEIGH THE BENEFIT SHE WOULD RECEIVED FROM SPECIALIZED SERVICES (ACTIVE TREATMENT). SHE MAY BE PLACED IN A NURSING FACILITY FOR LONG-TERM CARE. SHOULD HER CONDITION IMPROVE THEN A NEW PAS WILL NEED TO BE COMPLETED TO DETERMINE THE NEED FOR SPECIALIZED SERVICES AT THAT TIME.

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

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LONG TERM CARE PROJECT**

---

**MEMORANDUM**

**DATE:** SEPTEMBER 1, 2023

**TO:** FACILITY CONTACT NAME/FACILITY REQUESTING REVIEW

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

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

---

THE INFORMATION PROVIDED FOR THE ABOVE-NAMED INDIVIDUAL HAS BEEN REVIEWED. IT REFLECTS SIGNIFICANT FUNCTIONAL DEFICITS REQUIRING A NURSING FACILITY LEVEL OF CARE. **THE INDIVIDUAL MAY BE PLACED IN A NURSING FACILITY IN WEST VIRGINIA. A FORMAL LEVEL II IS NOT REQUIRED.** PAS HAS BEEN APPROVED ON KEPRO'S ATREZZO SYSTEM.

THIS INDIVIDUAL HAS BEEN RESIDING AT LAKIN HOSPITAL SINCE 2015. SHE IS DUALY DIAGNOSED WITH A MAJOR MENTAL ILLNESS AND AN INTELLECTUAL DISABILITY. HER PHYSICIAN RECENTLY INFORMED HER GUARDIAN OF HER DECLINING HEALTH AND POOR PROGNOSIS. GUARDIAN AGREED FOR THE INDIVIDUAL TO BE PROVIDED WITH COMFORT MEASURES ONLY. SPECIALIZED SERVICES ARE NOT REQUIRED IN THIS CASE.

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

---

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LONG TERM CARE PROJECT

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MEMORANDUM

**DATE:** 08/09/2023

**TO:** FACILITY CONTACT NAME/FACILITY REQUESTING REVIEW

**FROM:** CHARLEY BOWEN, M.A./CLINICAL CONSULTANT

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

---

THE INFORMATION PROVIDED FOR THE ABOVE-NAMED INDIVIDUAL HAS BEEN REVIEWED. IT REFLECTS A DIAGNOSIS OF DEMENTIA. AS SUCH, THE INDIVIDUAL IS NOT IN LEVEL II POPULATION. THE LEVEL I REVIEW HAS DETERMINED THE INDIVIDUAL HAS SUFFICIENT FUNCTIONAL DEFICITS FOR NURSING FACILITY PLACEMENT. BASED ON THAT DETERMINATION, **THE INDIVIDUAL MAY BE PLACED IN A NURSING FACILITY IN WV**

FOR FURTHER ASSISTANCE, PLEASE CONTACT ME AT (304)776-7230, EXT. 302.

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PSYCHOLOGICAL CONSULTATION & ASSESSMENT, INC.  
BUREAU FOR MEDICAL SERVICES  
LONG TERM CARE PROJECT

---

MEMORANDUM

DATE:

TO:

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

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

---

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

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

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

---

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

---

DATE:

RE: Level II Denial for PATIENT

Dear PATIENT'S GUARDIAN:

This is to notify you of the denial of the request for Long Term Care based upon the desk review completed on 08-25-2020 by Kristen M. Blanks, Licensed Psychologist. The PAS 2000 indicated that PATIENT required a Level II review to screen for specialized services. The desk review indicates that she requires specialized services.

**Reason for Denial Decision: Please find attached a copy of the Preadmission Screening desk review dated 08-25-2020 by Kristen M. Blanks. In the review Ms. Blanks noted:**

"This 42-year-old female was referred to nursing facility from hospital where she was admitted for seizure activity and pneumonia. Physician's notes and progress notes indicate that she has been participating in therapy with improvement. She has an intellectual disability and a related condition (seizure disorder). She is now applying for long-term care. Based on information provided for review, she would benefit from specialized services (active treatment through an ICF/IID provider)."

A note dated 08-24-2020 indicated that PATIENT was engaging in aggressive behavior that could not be redirected by staff. She was throwing items at her roommate, was yelling, and crying. She was sent to Thomas Memorial Hospital for evaluation for inpatient treatment but then was returned to facility on the same day.

Records indicate that PATIENT has improved in her mobility and was able to maneuver around her room without difficulty and go to the restroom. Several of the notes indicated that she spends time in her room lying at the foot of her bed while watching cartoons.

**PATIENT may not be placed in a Nursing Facility in West Virginia due to the need for specialized services. Her maladaptive behavior could be addressed through positive behavior support. She could also engage in more engaging activities throughout her day as opposed to remaining in her bed watching cartoons.**

**Policy Applied: Chapter 514-Medical Eligibility Regarding the Pre-Admission Screening; Sections 514.6.7.**

**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.

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



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

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**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, 4<sup>th</sup> Floor, Charleston, WV 25301, 1-800-642-8279 with offices in Beckley, Princeton, Huntington, Wheeling, Parkersburg, Clarksburg, Martinsburg, and Logan or WV Advocates, 1207 Quarrier Street, Charleston, WV 25301, 1-800-950-5250 or Mountain State Justice, 1031 Quarrier Street, Suite 200, Charleston, WV 25301, 1-800-319-7132.

Sincerely,

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

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



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

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November 6, 2020

RE: Level II Denial for PATIENT

Dear GUARDIAN OF PATIENT:

This is to notify you of the denial of the request for Long Term Care based upon the desk review completed on November 5, 2020 by this examiner. The PAS 2000 indicated that PATIENT required a Level II review to screen for specialized services. The desk review indicates that she requires specialized services.

**Reason for Denial Decision: Please find attached a copy of the Preadmission Screening desk review dated November 5, 2020. The decision was based on the following information that was provided for review:**

- Psychiatric Evaluation dated 10/28/2020 by , APRN indicates the following: "Patient was medically cleared in the ED diagnosed with diverticulitis and placed on an oral antibiotic. Patient appears to be in catatonic state will start Ativan 1mg bid. Walking around the room, blank stare, minimal to no verbal response. Staff had to feed patient, but patient is able to drink fluids without difficulty." Plan of Care: Problems-Schizophrenia.
- Geri-Psych Progress Note dated 11/04/2020 by , APRN indicates the following: "Staff report patient continues to sit, sleep when awake just stares forward, no verbal response, same behaviors continued throughout the day. Staff states that she will sometimes get better as the day goes on. Patient unable to feed self, had to be spoon fed. Staff have been encouraging her to swallow after each bite and this has been better lately. . . . Stuporous, reduced responsiveness to her environment mutism, catatonic appearance at times but does speak some and attempt to be more alert in the afternoon according to staff."
- Geri-Psych Progress Note dated 11/03/2020 by , APRN indicates the following: "staff report patient has been compliant with meds but have to remind patient to swallow after each bite. Patient did answer to name today. Appears more alert at times. Will order EEG for further diagnostic analysis. Recently stopped risperidone and Exelon patch based on increased drowsiness. Patient continues to stare into space, no verbal interactions, no response to external stimulus. Patient just sits in chair and stares at wall. Will continue to monitor patient with plan to increase Ativan if catatonic like symptoms continue."

**PATIENT may not be placed in a Nursing Facility in West Virginia.**

**Policy Applied: Chapter 514-Medical Eligibility Regarding the Pre-Admission Screening; Sections 514.6.8.**

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



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

---

**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, 4<sup>th</sup> Floor, Charleston, WV 25301, 1-800-642-8279 with offices in Beckley, Princeton, Huntington, Wheeling, Parkersburg, Clarksburg, Martinsburg, and Logan or WV Advocates, 1207 Quarrier Street, Charleston, WV 25301, 1-800-950-5250 or Mountain State Justice, 1031 Quarrier Street, Suite 200, Charleston, WV 25301, 1-800-319-7132.

Sincerely,

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

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



## ADVANCED TRAINING FOR WV LEVEL II EVALUATORS

### PRESENTER

Kerri A. Linton, MA, LPC

Kerri is a Licensed Psychologist/LPC for Psychological Consultation & Assessment, Inc. She has a Master's degree from WVU. She has worked for PC&A for 10 years as a Long Term Care Clinical Consultant.

### TOPICS

#### NATIONAL TRENDS

- Specialized Services within a NF
- Role of Ombudsman
- Definition of Major Mental Illness
- Intellectual Disability



#### WEST VIRGINIA OUTLOOK

- Purpose of the Level II
- Required elements
- What is a denial?
- Impact of the Optimal Care



### Nursing Facility Level of Care



- An individual must need direct nursing care 24 hours a day, 7 days a week.
- The functional deficits must be due to a medical condition.
- Individuals with at least five deficits may be eligible for Nursing Facility placement or waiver that option for Aging Disabled Waiver.
- The functional deficits are completed on the PAS by the referring physician and reviewed by a nurse at Request.
- All individuals requesting placement in a Nursing Facility that receives Medicaid dollars, MUST have a PAS completed regardless of payer source.

### Purpose of the PASRR Program

- Identify all possible hearing, vision, hearing, and/or mental illness, intellectual disability, or a related condition.
- Ensure that individuals who are eligible for PASRR services and supports receive the appropriate services and supports that meet the unique needs of the individual.
- Identify, determine whether the Nursing Facility placement and services that the individual is served in the most integrated appropriate setting where the needed services and supports are available.

### Federal Definition of a Major Mental Illness

- This mental disorder:
  - (A) A schizophrenia, manic, paranoid, phobic or other severe anxiety disorder, somatoform disorders, personality disorders, other psychotic disorder, or another mental disorder that may lead to a chronic disability; or
  - (B) Not a primary of dementia, including Alzheimer's disease or a related disorder or a non-primary of dementia unless the primary is a major mental disorder as defined in section of this section.



### Intellectual Disability or Related Condition

- The individual has a significantly reduced level of intellectual functioning which is severe (typically a person's IQ score is below 70) and is associated with a related condition that causes or is likely to cause substantial limitations in the individual's ability to perform activities of daily living (ADLs) and to manage personal affairs (e.g., financial, legal, health care, etc.)
- A related condition is a condition or conditions that affect or have the potential to affect an individual's cognitive functioning and ability to learn
- The individual has a documented delay in or lack of acquisition of skills during the developmental period, or a significant loss of previously acquired skills, due to a chronic or acute condition, such as epilepsy, head injury, stroke, alcohol abuse, or degenerative disease

### Specialized Services per NAPP

Specialized Services (Inpatient Psychiatric Hospitalization or ICF/IID placement) are recommended when the disabling condition is too acute for a Nursing Facility Level of Care.\*

\*Noting who has ICF/IID

### Specialized Services: Two Definitions

**Definition 1:** Services provided to NF residents  
Services provided to NF residents beyond what NF provides under its per diem fee, for program, behavioral supports

**Definition 2:** Services not provided to NF residents (i.e., provided to another campus)  
Community programs, including center programs  
Inpatient psychiatric  
ICF/IID

The CPH seems to support both definitions, but the strict interpretation is Definition 1

### WV's Definition of Specialized Services

**ICF/IID Placement**  
An individual with an Intellectual Disability or Related Condition which is severe and may be appropriate for ICF/IID Group Home placement

**Inpatient Psychiatric Placement**  
An individual that has a Serious Mental Illness and is not psychiatrically stable

### Future Directions

- ▶ Recognition that Nursing Facility Residents may have individual needs that must be addressed.
- ▶ Incorporating these needs into a list of recommendations in the Level II Evaluation as:
  - ▶ "Individualized Needs"

### EXAMPLES OF INDIVIDUALIZED NEEDS

- Medication management
- Behavioral management
- Discharge planning
- Services for family
- Cultural & communication
- Medication therapy services
- Psychological & behavioral services
- Neuro-psychiatric services
- Health care
- All or a portion of the above
- New admission
- Long-term care management
- Discharge planning
- Medication management
- Psychological & behavioral services
- Health care services
- All or a portion of the above



### REMEMBER

- ▶ You do not complete a paper page 6 of the PAS. All is done electronically
- ▶ Level II Evaluation must be uploaded to Atrezzo within 7-9 calendar days)
- ▶ Complete your findings on Atrezzo ASAP (at least within 48 hours)
  - ▶ #43
  - ▶ #44 (unless Dementia identified)
  - ▶ Signature
- ▶ Notes: Type of eval, Date of facility referral, Date of Level II

### Type of Evaluation as noted on the Notes section of the Level II

#### Types of Evaluations:

1. **Mental Illness:** The Level II Evaluator reviewed the clinical diagnosis and/or the Mental Health Center
2. **ID-Intellectual Disability:** The Level II Evaluator reviewed the primary diagnosis concerning an Intellectual Disability or Related condition
3. **Denial:** The patient is eligible to remain with original Mental Health Center or New York State Office
4. **Other:** The level II Evaluator reviewed the condition and the treatment plan and/or other

### What constitutes a denial?

- ▶ When the Level I (KEPRO-nurse reviewer) denies and a Level II is triggered, who completes the Level II?
  - ▶ PC&A as desk review
- ▶ What constitutes a Level II Denial?
  - ▶ Functional deficits noted on the PAS are not accurate
  - ▶ An individual has sufficient functional deficits, but
    - ▶ Would be better served in an ICF/IID Facility
    - ▶ Requires in-patient psychiatric hospitalization

### Questions to ask when you get a referral

- ▶ Was the patient approved at Level II?
- ▶ In cases of referrals from a psychiatric facility, is the patient stable and ready for discharge?
- ▶ Is the referring entity familiar with the PASRR program and Level II Evaluations?
- ▶ Do you have other individuals ready for discharge that have triggered a Level II?

### Level I Approvals vs Denials

- ▶ **Level I Approved, Triggered a Level II**
  - ▶ #43 - Yes, and the patient is eligible for a Level II
  - ▶ #44 - No, trigger
- ▶ **Level I Denied, Triggered a Level II**
  - ▶ #43 - Yes, and the patient is eligible for a Level II
  - ▶ #44 - No, trigger

### Psychiatric Referrals

- ▶ **Psychiatric Referrals:**
  - ▶ **Approved:** The patient is eligible for a Level II
  - ▶ **Denied:** The patient is not eligible for a Level II
- ▶ **Other:** The patient is eligible for a Level II
- ▶ **Denial:** The patient is not eligible for a Level II
- ▶ **Other:** The patient is eligible for a Level II



### Familiarity with PASRR

- ▶ Do you encounter facilities not familiar with PASRR and Level II Evaluations?
- ▶ PC&A can develop a Fact Sheet to explain
- ▶ You can also inquire if more than one individual has triggered a Level II and is ready for discharge

### Multiple Level IIs

After the fourth Level II within a calendar year, a special code needs assigned.

If you have evaluated the same individual repeatedly, take note and follow up with MOLINA.

If your claim is denied for duplicative services, contact MOLINA so a special code can be assigned.

### Data Trends-Beyond the Aging Population

- ▶ Substance Use Referrals-WV and Nationally
- ▶ 50% of the Denials for lack of deficits in 2017
- ▶ SUD Waiver

### SUD Waiver West Virginia

- ▶ Full implementation will begin July 1, 2018
- ▶ Can treat co-morbid Substance Use and Mental Illness
- ▶ It includes different levels with respect to certification and credentialing
  - ▶ Includes short-term residential treatment services
  - ▶ Peer recovery support services
  - ▶ Withdrawal management services

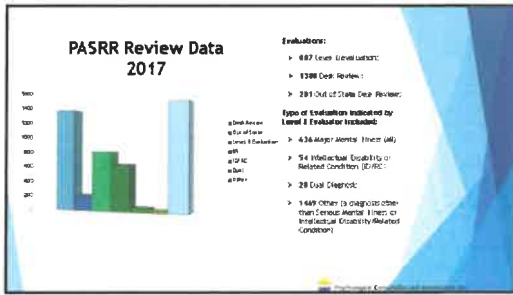
### SUD Waiver West Virginia

- ▶ What does this mean for the Level II Evaluator????
- ▶ Individuals who currently apply for NF placement may be diverted to a SUD Waiver placement
- ▶ As information regarding placement options and agencies becomes available, we will forward to you.
- ▶ Keep in mind in making recommendations for "Individualized Needs" as part of your Level II Evaluation.

### What is an Ombudsman?

- ▶ The country's long-term care ombudsman program were established in each state by the Older Americans Act. The mission of the long-term care ombudsman program is to have the quality of life improved for consumers and protect individual rights of those in the long-term care facilities and of persons with a disability, of any age, housed in long-term care facilities. Long-term care facilities include nursing homes, assisted living facilities, and other types of care facilities. For detailed information on the care performance in long-term care facilities, visit the website at: [www.ombudsman.gov](http://www.ombudsman.gov)

▶ For more information on the long-term care ombudsman program in West Virginia, visit the website at: [www.wvombudsman.org](http://www.wvombudsman.org)



- ### Take Homes....
- ▶ Carrying a "What is PASRR?" flyer to explain the evaluation's purpose and your role.
  - ▶ Incorporate "Individualized Needs" into your Level II Evaluation
  - ▶ Be aware that other options may be available for individuals with a history of IV Drug use who have significant medical complications and require 24 hour supervision and monitoring.

*Thank you!*

*The entire staff of PCEA thanks you for the work that you do.*

*Your efforts are greatly appreciated.*





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

**Initial Determination**

<input type="checkbox"/>	
<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.

Applicant name

DOB/ACENTRA ID

PC&A, Inc.  
WV I/DD Waiver





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

**Commissioner's Office**

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

**Bill J. Crouch**  
Cabinet  
Secretary

**Cynthia E. Beane**  
Commissioner

Date:  
Name: Applicant and/or Legal Representative

Address: Applicant's Address

Medicaid WV I/DD Waiver Program

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

Documentation provided for review varies with respect to potential eligible diagnoses. Autism Spectrum Disorder has been inconsistently diagnosed and has not been measured severe. Intellectual Disability has been diagnosed as has Borderline Intellectual Functioning. Cognitive functioning as per the data submitted for review does not indicate a severity level consistent with the need for an ICF level of care. Further, documentation does indicate the need for a Psychiatric Residential Treatment facility level of care due to Mental Illness. Mental Illness is specifically excluded as a potential Related Condition for I/DD Waiver eligibility.

- 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 type="checkbox"/> Self-Direction       | <input type="checkbox"/> Capacity for Independent Living             |

Reviewer(s) relied on the following facts:

11/22/21 Second Medical IPE; 8/6, 8/20/21 IPE; 9/28/21 Notice of Denial; 7/13/2020 Initial Treatment Plan; 10/10/16 Intake Evaluation; June 2021 Monthly Progress Report; 1/23/19 IEP; 6/9/14 Diagnostic Evaluation; 8/7/2020 Elkins Mountain Schools Individual Treatment Plan; 7/15/21 Forensic Psychological Evaluation.

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

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







STATE OF WEST VIRGINIA  
DEPARTMENT OF HEALTH AND HUMAN RESOURCES  
Bureau for Medical Services

Jeffrey H. Coben, MD  
Interim Cabinet Secretary

Cynthia E. Beane  
Commissioner

Date:  
Name: Applicant and/or Legal Representative  
Address: Applicant's Address

Medicaid WV I/DD Waiver Program

- Your Initial 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 checked="" 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 Kepro 11/21/22 to include the ICAP, Structured Interview and ABAS-3.

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

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

350 Capitol Street, Room 251 • Charleston, West Virginia 25301 • 304-558-1700 • 304-558-1451 (fax) • dhr.wv.gov

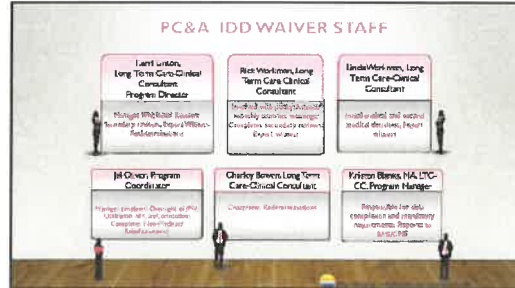




# IPN TRAINING FOR I/DD WAIVER

## THE BUREAU FOR MEDICAL SERVICES PRESENTED BY PC&A, INC. 2021

NOVEMBER 19, 2021  
GO TO MEETING



- ### PC&A ROLE
- Contracted through BMS to make eligibility determinations.
  - No incentives to deny or approve applicants.
  - Contracted Services and Performance Measures are subject to review by CMS.

- ### LEARNING OUTCOMES
- Understand Independent Psychologist (IP) requirements and Independent Psychological Evaluation (IPE) requirements.
  - Understand timelines, agencies involved and procedures.
  - Understand billing procedures, reimbursement and Care Collection.
  - Understand differential diagnosis and the eligibility decision tree.
- 

- ### I/DD WAIVER IN WV
- All states must adopt I/DD Waiver policies at least as stringent as the Code of Federal Regulations.
  - WV criteria is more stringent which results in the most impaired individuals receiving services and the wait list staying manageable.
  - The Independent Psychologist Network (IPN) was created to allow for independent assessment free from potential conflicts of interest and equitable for all applicants.

### 2018 I/DD WAIVER WAIT LIST DATA

SOURCE: KAISER FAMILY FOUNDATION

Year	States
1-1-2018	Alaska, Minnesota, Nevada, New Hampshire, North Dakota, Oregon, South Dakota, Wyoming
1-31-2018	Montana, Arkansas, Colorado, Connecticut, Indiana, Iowa, Kansas, Maine, Massachusetts, Missouri, Utah, West Virginia (1,248), Wisconsin, Alabama
3-31-2018	Georgia, Kentucky (14,225), Delaware, Tennessee, New Mexico
5-31-2018	Illinois, Maryland (19,783), North Carolina, South Carolina, Virginia (13,113), Pennsylvania (14,322)
7-31-2018	Florida, Louisiana, Ohio (18,444)
9-30-2018	Texas (22,424)





## Determining Eligibility

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See Medical Eligibility 513.6.2

### ELIGIBLE DIAGNOSIS

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Intellectual Disability or Severe Related Condition

Manifested prior to age 22

### SEVERE RELATED CONDITION

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**Related Conditions:** Any condition, other than mental illness, found to be closely related to an intellectual disability because the condition results in impairment of general intellectual functioning or adaptive behavior similar to that of persons with intellectual disability, and requires services similar to those required for persons with intellectual disabilities. Must be severe and chronic.

May include:


- ✦ Autism
- ✦ Traumatic Brain Injury
- ✦ Cerebral Palsy
- ✦ Spina Bifida
- ✦ Tubercous Sclerosis

The applicant must provide documentation of a related condition for your review. This must be included in the IPE. We no longer have a DDJA.

### PREVALENCE OF PSYCHOSIS

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



### SUBSTANTIAL LIMITATIONS

---

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

- ✦ Self-Care
- ✦ Receptive or expressive language
- ✦ Learning
- ✦ Mobility
- ✦ Self-direction
- ✦ Capacity for independent living

(Health and safety concerns, social, work, home care, community)

Must be related to the eligible diagnosis and manifested prior to age 22



### ACTIVE TREATMENT

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

### ICF/IID LEVEL OF CARE

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

### DAY IN THE LIFE OF AN ICF/IID RESIDENT

Residents is assigned to direct care staff to work with them (possibly along with several other residents) for the day.

The assigned staff member assists the client with personal care needs throughout the day (washes through, feeds) the resident attends some type of day program to possibly include job training, social skills training, independent living skills (usually for 4-8 hours per day).

Assist with preparation of the evening meal.

Programs to increase their independence in hygiene and personal care.

Attend church, go shopping, go to a sporting event, or participate in social events scheduled within the home environment.

### LEVEL OF CARE INSTRUMENTS

#### IPE should include:

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

### ADAPTIVE BEHAVIOR SCALES COMPARISON

Instrument	Age	Standard Score	Abilities Measured	Abilities Not Measured	Standard Score	Standard Score	Standard Score	Notes
ICF	18 to 65 yrs	100	1	College Degree	7	1,000	27	
Vineland II	18 to 40 yrs	100	2-3	College Degree	38-60	3,000	74	
ABAS-3	0-50 yrs	100	5	College Degree	15-50	4,500	20	
DA-2	0-70 yrs	100	3	College Degree	18-60	2,000	36-52	
DAF-C	18 to 40 yrs	100	3	College Degree	10-50	1,000	20	
DAF-R	18 to 40 yrs	100	3	AA	40-60	3,000	26	

\* Measures needs, not function of deficits.  
 \*\* Examiner requires a 4-year college degree in a related field.

### INDEPENDENT PSYCHOLOGICAL EVALUATION (IPE)

- ❖ Demographics
- ❖ Relevant history
  - ❖ Developmental history
  - ❖ Medical history
  - ❖ Mental health history
  - ❖ Previous psychological evaluation summary



### IPE CONTINUED

---

- ◆ Current status
  - ↳ Physical and sensory deficits
  - ↳ Medications
  - ↳ Current behaviors (description, not ABAS scores)
    1. Self-care
    2. Receptive and expressive language
    3. Functional learning
    4. Mobility
    5. Self-direction
    6. Capacity for independent living

### IPE CONTINUED

---

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

### DIAGNOSTIC CONSIDERATIONS

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

### AUTISM SPECTRUM DISORDERS

---

- Utilize a CARS or a GARS to measure the severity.
- IP must use the DSM-5.
- Please note the Level (1, 2, or 3) severity for Autism Spectrum Disorder.
- Specific consideration given to age of onset, cognitive impairment, and services received to date.

### RESEARCH RESULTS

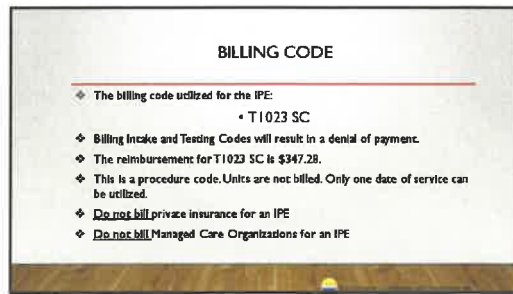
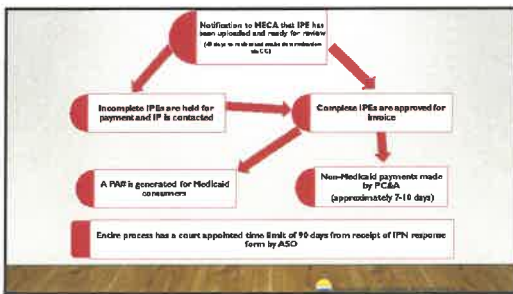
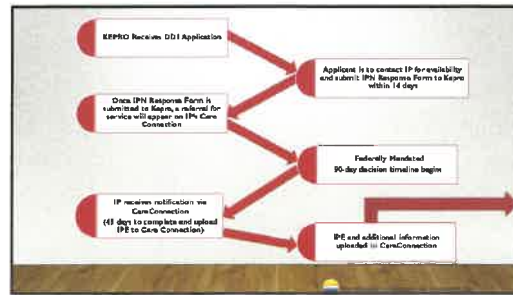
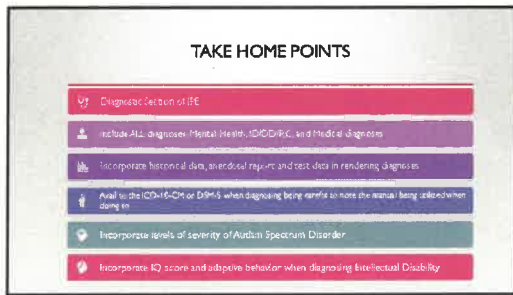
Level of Impairment Associated with Autism	Percent of IQ	Method Adjusted Severely Impaired Comparative
Mild to None	105	90
Moderate	79	77
Severe	54	63

### INTELLECTUAL DISABILITY

---

- Consider developmental history, impact of Mental Illness or/or Psychotropic Medication, School placement, and adaptive behavior
- Measured intellect is a paramount consideration
- Be sure to administer a full battery test of intellect
  - Exceptions
  - Individual cannot or will not participate
  - Individual was assessed within the past six months





### APPROVAL DATA 2014-2020

Year	Approval Percentage
2014	52%
2015	51%
2016	50%
2017	55%
2018	51%
2019	47%
2020	51%

### TOTAL HEARINGS 2014-2020

Year	Prepped	Completed	Upheld	Overturned
2014	81	28	27	1
2015	88	42	41	1
2016	55	24	24	0
2017	42	23	23	0
2018	40	13	12	1
2019	42	24	24	0
2020	41	19	19	0



### DECISION TIMELINES AVERAGES

---


Fiscal Year 2016-2017  
45 Days from IP selection to an Eligibility Decision

Fiscal Year 2017-2018  
47 Days from IP selection to an Eligibility Decision

Fiscal Year 2018-2019  
44 Days from IP selection to an Eligibility Decision

Fiscal Year 2019-2020  
47 Days from IP selection to an Eligibility Decision

Fiscal Year 2020-2021  
46 Days from IP selection to an Eligibility Decision



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

---

This is a program for children 18 or younger who require an ACE, Assist Care or Nursing Facility Level of Care.

It provides the child with a Medical Card. Many children who are Waiver eligible and on the waitlist will be eligible for CDCSP.

Your PC&A can assist with the CDCSP application. If requested to do a CDCSP Evaluation, make sure to cover the major illness. BMS DOES NOT pay for a CDCSP Psychologist. The child's family may provide pay or use their private insurance.

### TO BECOME A MEMBER OF IPN

---

Submit the following to PC&A

- ◆ Signed agreement
- ◆ Copy of Name
- ◆ Copy of Professional/Liability Insurance
- ◆ Health ID Number ([cas@pcasolutions.com](mailto:cas@pcasolutions.com))
- ◆ Curriculum vitae or Resume
- ◆ Completed W9

Use email to [p.foster@pcasolutions.com](mailto:p.foster@pcasolutions.com)  
 or fax to 304-776-7247 or  
 mail to 2022 Glass Drive, Cross Lanes, WV 26032

### BUREAU FOR MEDICAL SERVICES

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Randall K. Hill, Director of the Home & Community-Based Services Policy Unit  
[Randall.k.hill@wv.gov](mailto:Randall.k.hill@wv.gov)

Cynthia A. Parsons, MA, Program Director of Behavioral Health and Long Term Care Services  
[Cynthia.A.Parsons@wv.gov](mailto:Cynthia.A.Parsons@wv.gov)

Steph M. Brooks, Program Manager IDD Waiver and CDCSP  
[Steph.M.Brooks@wv.gov](mailto:Steph.M.Brooks@wv.gov)

### KEPRO

---

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- Jessica Loomrey ([jloomrey@kepro.com](mailto:jloomrey@kepro.com))

### PSYCHOLOGICAL CONSULTATION & ASSESSMENT, INC. (PC&A)

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Phone: 304-776-7230  
 Fax: 304-776-7247  
[www.pcasolutions.com](http://www.pcasolutions.com)

- Karri Linton ([klinton@pcasolutions.com](mailto:klinton@pcasolutions.com))
- Jill Oliver ([joliver@pcasolutions.com](mailto:joliver@pcasolutions.com))
- Kristen Blanka ([kblanka@pcasolutions.com](mailto:kblanka@pcasolutions.com))






# ADVANCED IPN TRAINING 2023

**GO TO MEETING**  
**BUREAU FOR MEDICAL SERVICES**  
**PSYCHOLOGICAL CONSULTATION & ASSESSMENT, INC.**



## PRESENTER

Kerri Linton is a Licensed Psychologist/LPC and Program Director/Owner of PC&A. She has involvement in all aspects of the I/DD Waiver program including Eligibility Determination, Expert Witness in Fair Hearings, and training IPN Members.



## TOPICS TO COVER

- Current Data and Trends
- Errors on IPEs/Best Practices
- ABAS-3 Administration and Validity Concerns
- Exploring various measures of Autism
- Examples from ICF
- Open Discussion

## WAIT LIST


481 AS OF 8/28/23




## POLICY UPDATES

**New CMS Application**

**Inclusion of Level 3 specifier**






PUBLIC HEALTH EMERGENCY ENDED 5/11/23

- Increase in applications
- Telehealth (must get permission)

Psychological Consultation and Assessment, Inc.

KEPRO

- Changed to Acentra Health
- Upcoming change to Atrezzo

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IPE ERRORS

Types of Errors on IPE

Misdiagnosis    Error in Observation    Omission

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IP ROLE

- Strive for valid assessments
- Unbiased in diagnosis
- Utilize all data provided
- Note prior Mental Health diagnoses (even if not able to assess thoroughly)
- Note pertinent Medical Conditions (particularly those that are potential Related Conditions)

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CHALLENGES

- Establishing validity and discrepancies between presentation and test data
- Accompanying documentation
- Struggles to be unbiased

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ABAS-3

Psychological Consultation and Assessment, Inc.



## TRENDS

- Standardized scores are essential for eligibility decision making
- We are still noting significant variability in ABAS scores across examiners
- Effort to ensure consistency across IPs.
- Emphasis on validity of scores
- Avoid sending a protocol home.
- Replicate among respondents if necessary.

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## BREAKING DOWN SCORING

Skill Deficit vs. Performance Deficit

Skill Deficit:

A behavior is absent because the person lacks the ability to perform it

May occur when the person has not acquired the adaptive skills needed for normal, age-appropriate functioning in an environment

Psychological Evaluation and Assessment, Inc.

## PERFORMANCE DEFICIT

- A performance deficit is when the person has the ability but does not perform the behavior (or does so only sometimes) without help.
- Occurs when the person has acquired the skills yet never or only sometimes displays them when needed

Psychological Evaluation and Assessment, Inc.

## SCORE OF 0

- "A person has a *skill deficit* when they have not acquired a needed skill or are too young to have developed the skill".
- Ex. An infant who has not yet learned to walk.

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## SCORE OF 1

- "A person has a *Performance Deficit* when they have a skill but don't always use it when needed".
- Ex. A child who has learned to throw and catch a ball but refuses to play catch with other children when asked.

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## SCORE OF 2

- "A person with more developed skills also may have a performance deficit if they use them only sometimes when needed".
- Ex. A child who has learned to wait his turn in classroom activities, but sometimes cuts in front of others would be rated a 2. Could also describe the emergence of a new skill.

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**SCORE OF 3**

---

- "Skills displayed always or almost always when needed are not deficits and are rated 3".
- Ex: A teenager who routinely starts conversations on topics of interest to others would be rated 3. Should also be applied to skills that were mastered at an earlier age and are no longer relevant. Ex. A child who now walks but formerly crawled.

**SCORING WHEN AN INDIVIDUAL REQUIRES REMINDERS OR PROMPTS**

---

- Circle 1 if they never or almost never perform it on their own without reminders or prompting.
- Circle 2 if they only sometimes perform it on their own without reminders or prompting.
- Circle 3 if they perform the activity most of the time on their own without reminders or prompting.

**SCORING WHEN USING AN ASSISTIVE DEVICE SUCH AS A WHEELCHAIR OR SERVICE ANIMAL**

---

- Rate based on his/her performance using the assistive device.
- Do not mark 0 for an activity that the person is able to perform only with the support.
- Mark 1, 2, or 3 based on the frequency of the behavior using the support.

**SCORING WHEN AN INDIVIDUAL NEEDS HELP OR ASSISTANCE FROM ANOTHER PERSON**

---

- Circle 0 if they are not able to perform this activity on their own, but need help or assistance from another person.

**SCORING WHEN AN INDIVIDUAL HAS NEVER HAD THE OPPORTUNITY TO PERFORM THE ACTIVITY**

---

- You should estimate or guess about the individual's performance of the activity and rate the item according to whether or not the individual would be able to perform the activity or behavior described if given the opportunity, and if so, how often they would be able to perform it when needed.



**WHAT ABOUT TEST ADMINISTRATION?**

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### VALIDITY CONCERNS

- Many parents state in hearings they were not instructed how to complete the ABAS-3 and contest results.
- Many scores are not consistent with narrative descriptions of behavior:
  - Example-Communication

### RECOMMENDED ADMINISTRATION

- Despite having a sixth grade reading level, it is highly encouraged for psychologists to administer the ABAS-3 to the parent/guardian/applicant.
- This will help to ensure validity and also given an opportunity to review narrative descriptions of adaptive behavior.

### ASSESSING AUTISM

- Request for assessment of adults with ASD
- ADOS is the gold standard but not practical for IDD Waiver purposes.
- Many require an IQ above 80 which precludes many IDD Waiver applicants.
- Some assessments are dated (using DSM-IV nomenclature)

### OPTIONS

1. Continue to use GARS and CARS
  - Not recommended anymore
2. Social Communication Questionnaire
  - Heavy reliance on developmental history
3. Social Responsiveness Scale
  - Developed in 2013

### PRESENTATION VS. TEST SCORES

- Determining level of severity
- Incorporating Scores, Parent report, Previous assessments, Presentation
- Recent fair hearing at BMS

### DIFFERENTIAL DIAGNOSIS OF COGNITIVE FUNCTIONING

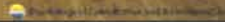
- Factors to consider for BIF, Mild ID
- Co-morbid presentation with Autism
- Impact on Eligibility
- Including IQ scores when invalid



**EXAMPLE**


---

- 3 year old in May was diagnosed with ASD, Level 1 and ADHD
- August-Diagnosis ASD, Level 3 and ADHD
- June of the following year (4 years old) diagnosed with ADHD only



**EXAMPLES OF ICF REPORTS**

- 28 year old female
- 54 year old male



**DISCUSSION  
QUESTIONS?**

---

THANK YOU



I/DD  
WAIVER

WV Disability  
Rights  
Charleston, WV  
May 17, 2022



PRESENTER

• Kerri Linton, MA, LPC  
Kerri is the Program Director and Long-Term Care Clinical Consultant at PC&A. She has been licensed as a psychologist since 2003 and earned her LPC in 2000. She has worked for PC&A since 2008 and been involved in the I/DD Waiver program since that time with initial eligibility, redeterminations, and in fair hearings.

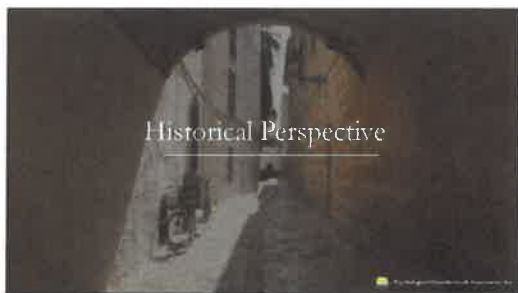
Learning Outcomes

- Understand the historical perspective of deinstitutionalization and I/DD Waiver
- Understand the funding sources and exceptions
- Understand the eligibility policy
- Be able to identify key components of the Notice of Denial
- Explain accommodations
- Have questions answered hospitably!

Psychological  
Consultation  
&  
Assessment,  
Inc.

- PC&A is a contracted vendor for the Bureau for Medical Services. We are responsible for making eligibility decisions for five different programs at BMS as the Medical Eligibility Contracted Agent, serve as the Administrative Services Organization for two programs and manage three different organizations of clinicians who do evaluations throughout the state
- We have no incentive to approve or deny individuals for any of the programs but are subject to federal look back for all our decisions

Historical Perspective




A historical synopsis of deinstitutionalization

Credit: Introduction to Law, 2016

American Psychosis: How the Federal Government Destroyed the Mental Illness Treatment System

Author: B. Fuller Torrey, M.D.







### How often can an individual apply?

There is no limit to the number of times an individual can apply.

### Psychological Consultation and Assessment, Inc.

- Determining Eligibility
- See Medical Eligibility Policy 513.6.2



### Eligible Diagnosis

Intellectual Disability or Severe Related Condition

Manifested prior to age 22

### Severe Related Condition

Related Condition: Any condition, **other than mental illness**, found to be closely related to an intellectual disability because the condition results in limitations of gross, intellectual, functioning or adaptive behavior similar to that of persons with intellectual disability and requires services similar to those required for persons with intellectual disability. Must be severe and chronic.

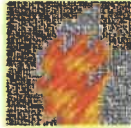
May include:

- ◊ Autism
- ◊ Traumatic Brain Injury
- ◊ Cerebral Palsy
- ◊ Spina Bifida
- ◊ Tubercular Sclerosis

The applicant must provide documentation that a condition must be added to the list. Services are not available.

### Prevalence of Psychosis

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



### Autism Spectrum Disorder as a potential Related Condition

Level of Impairment	Number of People	Number of People with Disability
Autism	1	1
Asperger's	1	1
High Functioning Autism	1	1





### Substantial Limitation

Does the person have substantial limitations in three (3) of the six (6) major life areas?

Substantial delay is defined as 3 standard deviations below the mean or less than one percentile

- ◊ Skill level
- ◊ Response to extensive and/or
- ◊ Training
- ◊ Mobility
- ◊ Communication
- ◊ Ability to independently acquire information, especially in the area of community life

Must be related to the eligible diagnosis and manifested prior to age 22

### Active Treatment

**A. DOES THE PERSON REQUIRE AGGRESSIVE, CONSISTENT IMPLEMENTATION OF A PROGRAM OF SPECIALIZED AND GENERIC TRAINING, TREATMENT, AND HEALTH SERVICES?**

**B. DOES THE PERSON PRIMARILY REQUIRE PERSONAL CARE SERVICES?**

**C. DOES THE PERSON PRIMARILY REQUIRE VERBAL PROMPTS?**

### ICF/IID Level of Care

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

### Mental Illness Key Components

Intellectual Disability or a Severe Relating Condition with current adaptive deficits must precede the onset of a Major Mental Illness and be within the developmental period (prior to the age of 22).

The adaptive deficits must be due to the ID/IR, and not attributable to the MIM.

Treatment for individuals with Mental Illness is rehabilitative in nature and rehabilitative.

### ICF/IID Group Homes

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

### BMS

Randall K. Hill, Director of the Home & Community Based Services Policy Unit  
Randall.k.hill@wv.gov

Steph M. Hines, Program Manager IID Waiver and ICF/IID  
Steph.M.Hines@wv.gov



Psychological Consultation & Assessment  
(PC&A)

---

Phone: 304-736-7239  
Fax: 304-736-7247

Kevin Clarke: kclarke@pcasolutions.com  
Kathleen Blanks: kblanks@pcasolutions.com  
Jill Oliver: joliver@pcasolutions.com

Questions





STATE OF WEST VIRGINIA  
 DEPARTMENT OF HEALTH AND HUMAN RESOURCES  
 BUREAU FOR MEDICAL SERVICES  
 Commissioner's Office

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

Dr. Sherri A. Young, DO, MBA,  
 FAAFP  
 Interim Cabinet Secretary

Cynthia E. Beane  
 Commissioner

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

DATE

**Applicant:** \_\_\_\_\_ **Soc. Sec. XXX-XX-**\_\_\_\_\_

This is your notification that the applicant listed above meets the medical eligibility criteria for a \_\_\_\_\_ Level of Care for the Children with Disabilities Community Services Program effective \_\_\_\_\_, Medical eligibility is good for one year (\_\_\_\_-\_\_\_\_).

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. The local office will follow the Office of Income Maintenance's policies for Children with Disabilities Community Services Program in determining financial eligibility.

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

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

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

cc: Community Services Manager WVDHHR-\_\_\_\_\_ County

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 Cross Lanes, WV 25313  
 Telephone: 304-776-7230 Fax: 304-776-7247  
[cdcsp@pcasolutions.com](mailto:cdcsp@pcasolutions.com)

DATE:

TO:

FROM:

RE: **CDCSP Initial Application Eligibility Determination**

**Applicant:**

**DOB:**

**The CDCSP Initial Application is hereby denied. The reason for denial is:**

**The reviewer relied upon the following facts:**

**FAIR HEARING:** If you do not agree with the decision, you may ask for a **Fair Hearing** and/or a Pre-Hearing Conference within 90 days of the date of this letter. A form to ask for a Fair Hearing and/or a Pre-Hearing Conference is also enclosed. Within 90 days, you must complete this form and submit it to the address on the Hearing Request form. If this action is termination of your benefit, your service may continue until your hearing is held and a final decision is made by the hearing officer; but you must ask for a Hearing/Pre-Hearing Conference within 13 days of this notice in order to receive continued benefits. The following organizations provide **free legal services** to eligible persons: Disability Rights of West Virginia, 5088 Washington St W, Charleston, WV 25313; 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: Children with Disabilities Community Service Program Chapter 526.

Enclosure

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

DATE

**Applicant:**

**Medicaid #:**

This is your notification that \_\_\_\_\_ continues to meet the medical eligibility criteria for a \_\_\_\_\_ Level of Care for participation in the Children with Disabilities Community Services Program (CDCSP). The medical eligibility is for **one year** and is effective \_\_\_\_\_.

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. 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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**DEPARTMENT OF HEALTH AND HUMAN RESOURCES**  
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PC&A, Inc.  
 CDCSP  
 202 Glass Drive  
 Cross Lanes, WV 25313  
 Telephone: 304-776-7230 Fax: 304-776-7247  
 cdcsp@pcasolutions.com

DATE:

TO:

FROM:

**RE: CDCSP Renewal Application Packet-Eligibility Determination**

**Applicant:** **Medicaid #:**

The CDCSP Renewal Application is hereby denied. There is not enough documentation to support required criteria for medical eligibility for Acute Care Hospital nor Nursing Facility Level(s) of Care.

The reviewer relied upon the following facts: 10/2022 CDCSP-1, 10/24/22 CDCSP-2A, 10/24/22 CDCSP-2B

**FAIR HEARING:** If you do not agree with the decision, you may ask for a Fair Hearing and/or a Pre-Hearing Conference within 90 days of the date of this letter. A form to ask for a Fair Hearing and/or a Pre-Hearing Conference is also enclosed. Within 90 days, you must complete this form and submit it to the address on the Hearing Request form. If this action is termination of your benefit, your service may continue until your hearing is held and a final decision is made by the hearing officer; but you must ask for a Hearing/Pre-Hearing Conference within 13 days of this notice in order to receive continued benefits. The following organizations provide free legal services to eligible persons: Disability Rights of West Virginia, 5088 Washington St W, Charleston, WV 25313; 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: Children with Disabilities Community Service Program

Chapter 526.

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# PSYCHOLOGICAL CONSULTATION & ASSESSMENT, INC.

Children with Disabilities Community Services Program (CDCSP)

Name:	Anchor date:
-------	--------------

You are receiving this packet as your child presently receives CDCSP benefits. Your child's eligibility has been established until the anchor date noted above. A renewal packet should be submitted prior to the anchor date. Enclosed is a demographic form, medical form (CDCSP 2A and/or 2B), a Psychological Evaluation template, and cost estimate worksheet. If your child is served under an ICF Level of Care an updated Psychological Evaluation is required. **A current SSI Denial is NO LONGER REQUIRED FOR RENEWALS.** You must submit EOBs or the cost estimate worksheet that encompasses the past 12 months.

The timelines are as follows:

CDCSP 2A or 2B	Dated by physician within 60 days of receipt at PC&A
Psychological Evaluation (ICF ONLY)	Dated within 90 days of receipt at PC&A
EOBS or Cost Estimate worksheet	Past 12 months

Please submit via USPS, Fax or Email to:

PC&A  
 202 Glass Drive  
 Cross Lanes, WV 25313  
 Fax: 304-776-7247  
 Phone: 304-776-7230  
[cdcsp@pcasolutions.com](mailto:cdcsp@pcasolutions.com)

Thank you

202 GLASS DRIVE  
 CROSS LANES, WV 25313  
 (304)776-7230  
 (304)776-7247 FAX  
 WWW.PCASOLUTIONS.COM





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

**Date:** July 12, 2023

**To:** \_\_\_\_\_, Community Services Manager  
 \_\_\_\_\_ County DHHR

**Applicant:**  
**DOB:**

This is your notification that the above referenced individual did not renew eligibility for the Children with Disabilities Community Services Program (CDCSP). The renewal expired on \_\_\_\_\_. To date, we have not received a complete renewal packet for CDCSP.

Should you have any questions or concerns, please contact us.







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

**Date:**

**To:**

**Applicant:**

**DOB:**

This is your notification that the above referenced individual did not meet medical eligibility for the Children with Disabilities Community Services Program (CDCSP). Her medical eligibility for CDCSP expired on 4/25/23. She submitted a renewal packet and was not found eligible. A notification was sent on 4/20/23. To date, she has not appealed the denial.

Should you have any questions or concerns, please contact us.

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## CDCSP APPLICATION & ELIGIBILITY

August 25, 2023  
WV BIRTH TO THREE  
Lunch & Learn

## PRESENTERS

- ▶ Kerri Linton, MA, Licensed Psychologist  
Long Term Clinical Consultant and Program Director
- ▶ Psychological Consultation & Assessment is the Medical Eligibility Committee Agent (MPCA) and Administrative Services Organization (ASO) for the CDCSP program.

## TODAY'S MISSION

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

## Children with Disabilities Community Services Program (CDCSP)

The CDCSP allows a child with a severe disability who is eligible to receive the level of care provided in a medical institution (i.e., Nursing Facility, ICU, HDU, or Acute Hospital) to receive equivalent assistance medical care in a home and community-based setting.

Medicaid may pay deductibles, co-insurance and other cost sharing obligations for eligible members who have primary insurance.

Some states refer to the program as the Home Based Program.

## LONG TERM CARE IN WV

ICF	Long-term care facility, skilled nursing care, and other services provided in a medical institution.
NI	Non-Independent Living.
ACUTE	Acute care, including hospital inpatient and emergency department services.
PSY	Psychiatric services, including inpatient and outpatient services.

## CDCSP vs. BTT

### Similarities and Differences

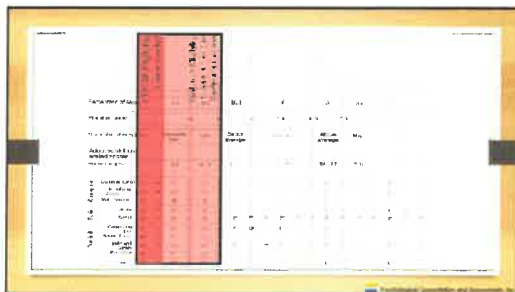


### Age of Child

- Birth to Three
- CDCSP (birth through the age of 19)
- I/DD Waiver (age 3 and up)

### Areas of Development

<ul style="list-style-type: none"> <li>• Cognitive Development</li> <li>• Physical Development</li> <li>• Communication Development</li> <li>• Social or Functional Development</li> <li>• Adaptive Development</li> </ul>	<ul style="list-style-type: none"> <li>• Communication (Language)</li> <li>• Functional Academic Learning</li> <li>• Self-Directed</li> <li>• Self-Care</li> <li>• Mobility</li> <li>• Capacity for Independent Living (social, health and academic) using community resources and work if applicable</li> </ul>
--	--



### Example-Communication

- For a child to qualify in this one major life area:
  - Scaled scores of 1-2 (example: ABAS-3)
  - Standard Scores of 61 and below (example: Vineland)

#### ICF Level Of Care

Three step process:

- Eligible Diagnosis
- Substantial Adaptive Deficits
- Need for Active Treatment

### Eligible Diagnosis

Intellectual Disability

Severe Related Condition

Any condition, other than mental illness, found to be closely related to an intellectual disability, because this condition results in impairment of general intellectual functioning or adaptive behavior similar to that of persons with intellectual disability and typically involves similar to those required for persons with intellectual disability. Must be: severe and chronic

5

Manifested prior to age 22



## Functional Deficits

Substantial delay is defined as 3 standard deviations below the mean or less than one percentile. On the ABAS-3 this is a score of 1 or 2.

- ❖ Self-Care
  - ❖ Receptive or expressive language
  - ❖ Learning
  - ❖ Mobility
  - ❖ Self-direction
  - ❖ Capacity for independent living (can not take care of self, including primary care)
- Must be related to the eligible diagnosis and manifested prior to age 22.

## Active Treatment

This includes aggressive consistent implementation of a program of specialized and generic training, treatment, health services and related services. Active treatment does not include services to maintain generally independent individuals who are able to function with little supervision or in the absence of a continuous active treatment program.

## Documentation Required for ICF/IID Level of Care

- CDCSP-1 – Intake/Intervention Sheet
  - CDCSP-2 A – Medical Evaluation for ICF/IID Level of Care
  - CDCSP-3 – Psychological Evaluation
  - CDCSP-4 – Cost Estimation Sheet (COBS)
  - SSI Denial Letter
  - IID Waiver Approval Letter (if applicable)
- The Federal Government will not fund services if a person makes only an "admirable" effort to remain in the community.

### CDCSP-1 Intake/Intervention Sheet

Form with fields for Name, Address, Phone, and other personal information. Includes a section for "Intervention" with a list of services and a "Comments" section at the bottom.

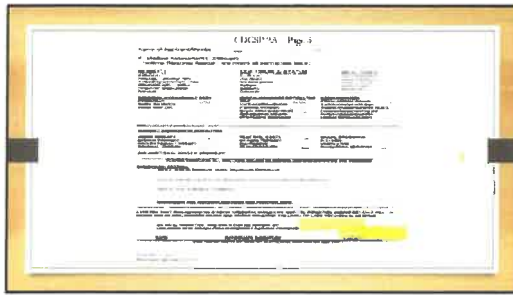
### CDCSP-2A Page 1

Form with fields for "Medical History", "Current Medications", and "Current Treatments". Includes a section for "Diagnosis" and "ICF/IID Level of Care".

### CDCSP-2A Page 2

Form with fields for "Psychological History", "Current Medications", and "Current Treatments". Includes a section for "Diagnosis" and "ICF/IID Level of Care".





### CDCSP 3- Psychological Evaluation

- The State does not cover the cost of the Psychological Evaluation.
- Must be within 90 days of date of receipt at PC&A
- Must assess for level of severity of Autism (if applicable) and measure Adaptive Behavior.
- We can provide a summary for psychologists to follow that outline the necessary information.

### Adaptive Behavior Scales Comparison

Test	Scale	Age	IQ	ABAS	ABAS-3	ABAS-3
ADP	MacArthur	18	1	100	100	100
MacArthur	24	24	1	100	100	100
MacArthur	36	36	1	100	100	100
MacArthur	48	48	1	100	100	100
MacArthur	60	60	1	100	100	100
MacArthur	72	72	1	100	100	100
MacArthur	84	84	1	100	100	100
MacArthur	96	96	1	100	100	100
MacArthur	108	108	1	100	100	100
MacArthur	120	120	1	100	100	100
MacArthur	132	132	1	100	100	100
MacArthur	144	144	1	100	100	100
MacArthur	156	156	1	100	100	100
MacArthur	168	168	1	100	100	100
MacArthur	180	180	1	100	100	100
MacArthur	192	192	1	100	100	100
MacArthur	204	204	1	100	100	100
MacArthur	216	216	1	100	100	100
MacArthur	228	228	1	100	100	100
MacArthur	240	240	1	100	100	100
MacArthur	252	252	1	100	100	100
MacArthur	264	264	1	100	100	100
MacArthur	276	276	1	100	100	100
MacArthur	288	288	1	100	100	100
MacArthur	300	300	1	100	100	100
MacArthur	312	312	1	100	100	100
MacArthur	324	324	1	100	100	100
MacArthur	336	336	1	100	100	100
MacArthur	348	348	1	100	100	100
MacArthur	360	360	1	100	100	100
MacArthur	372	372	1	100	100	100
MacArthur	384	384	1	100	100	100
MacArthur	396	396	1	100	100	100
MacArthur	408	408	1	100	100	100
MacArthur	420	420	1	100	100	100
MacArthur	432	432	1	100	100	100
MacArthur	444	444	1	100	100	100
MacArthur	456	456	1	100	100	100
MacArthur	468	468	1	100	100	100
MacArthur	480	480	1	100	100	100
MacArthur	492	492	1	100	100	100
MacArthur	504	504	1	100	100	100
MacArthur	516	516	1	100	100	100
MacArthur	528	528	1	100	100	100
MacArthur	540	540	1	100	100	100
MacArthur	552	552	1	100	100	100
MacArthur	564	564	1	100	100	100
MacArthur	576	576	1	100	100	100
MacArthur	588	588	1	100	100	100
MacArthur	600	600	1	100	100	100
MacArthur	612	612	1	100	100	100
MacArthur	624	624	1	100	100	100
MacArthur	636	636	1	100	100	100
MacArthur	648	648	1	100	100	100
MacArthur	660	660	1	100	100	100
MacArthur	672	672	1	100	100	100
MacArthur	684	684	1	100	100	100
MacArthur	696	696	1	100	100	100
MacArthur	708	708	1	100	100	100
MacArthur	720	720	1	100	100	100
MacArthur	732	732	1	100	100	100
MacArthur	744	744	1	100	100	100
MacArthur	756	756	1	100	100	100
MacArthur	768	768	1	100	100	100
MacArthur	780	780	1	100	100	100
MacArthur	792	792	1	100	100	100
MacArthur	804	804	1	100	100	100
MacArthur	816	816	1	100	100	100
MacArthur	828	828	1	100	100	100
MacArthur	840	840	1	100	100	100
MacArthur	852	852	1	100	100	100
MacArthur	864	864	1	100	100	100
MacArthur	876	876	1	100	100	100
MacArthur	888	888	1	100	100	100
MacArthur	900	900	1	100	100	100
MacArthur	912	912	1	100	100	100
MacArthur	924	924	1	100	100	100
MacArthur	936	936	1	100	100	100
MacArthur	948	948	1	100	100	100
MacArthur	960	960	1	100	100	100
MacArthur	972	972	1	100	100	100
MacArthur	984	984	1	100	100	100
MacArthur	996	996	1	100	100	100
MacArthur	1000	1000	1	100	100	100

### Critical components of psychological evaluation

- Measure of adaptive behavior (the ABAS-3 is the only tool that measures all 6 major life areas)
- In the event a Related Condition is diagnosed, documentation of severity must be included (medical records, assessment of severity, etc.)
- When Autism Spectrum Disorder is diagnosed, a measure of Autism with scores reported

### I/DD Waiver

- If a child from age 3 through the age 19 is found to be eligible for the I/DD waiver program, but is placed on the waitlist and the child does not already have a medical card, the child is encouraged to apply for CDCSP.
- The child will be considered to have met ICF/IID level of care criteria but these individuals must still submit their SSN denial, CDCSP-2A and cost estimate for consideration.

### I/DD Waiver continued

- If all other components of eligibility are met, then the child will be considered eligible for CDCSP for one year. A new CDCSP-3 Psychological Evaluation along with the other required documentation must be submitted annually for review thereafter.
- The child's representative must also send a copy of the I/DD Waiver certificate letter.



### Cost Estimate Worksheet

- Calculated costs for out-of-pocket expenses, deductibles and co-pays must be lower than the monthly per diem cost for the equivalent institutional level of care setting.
- Individuals may submit insurance summaries, EOBs, or fill out the Cost Estimate worksheet.
- It is rare that a child's expenses are higher than the equivalent LOC.

### Cost Estimate Worksheet

CHILDREN'S HOSPITAL OF PHOENIX  
 3501 E. WASHINGTON AVENUE  
 PHOENIX, ARIZONA 85016-0001  
 (602) 955-5000

Patient's Full Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_  
 Insurance: \_\_\_\_\_  
 D/P: MEDICAL FACILITY / RESIDENT HOME

I hereby certify that the information provided on this form is true and correct to the best of my knowledge.  
 Signature: \_\_\_\_\_ Date: \_\_\_\_\_

CHILD'S NAME: \_\_\_\_\_ Date of Birth: \_\_\_\_\_  
 MEDICAL SERVICES: \_\_\_\_\_  
 Charges for a Patient's Responsibility/Deductible Co-pay: \_\_\_\_\_

Date	Provider/Facility	Charge

MEDICAL SERVICES: \_\_\_\_\_  
 Charges for a Patient's Responsibility/Deductible Co-pay: \_\_\_\_\_

Date	Provider/Facility	Charge

### Nursing Facility

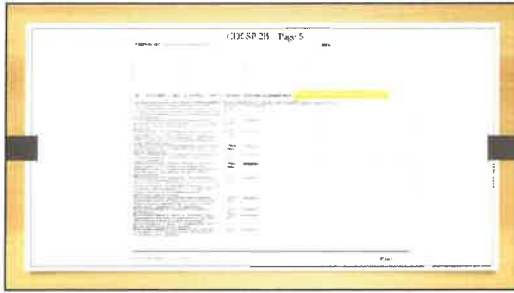
- Children who do not require acute hospital care, but who, on a regular basis, require skilled nursing services, complex rehabilitation services and other health-related services ordinarily provided in a medical facility.
- These services are ordered by, and provided under the direction of a physician.

### Documentation Required for Nursing Facility Level of Care

1. Physician's order for admission.
2. ICF-21 Medical Necessity Statement (see Appendix 1, Nursing Facility).
3. ICF-22 Care Plan.
4. Physician's order for admission to the facility.
5. Physician's order for admission to the facility.
6. Physician's order for admission to the facility.
7. Physician's order for admission to the facility.
8. Physician's order for admission to the facility.
9. Physician's order for admission to the facility.
10. Physician's order for admission to the facility.







### Medical Eligibility

- The applicant must meet the level of care stated in the application (Nursing Facility, ICF/IID, Acute Care Hospital)
- All medical costs incurred by the child for 12 months prior to application are less than the costs which would have been incurred in the institution.

### Financial Eligibility

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

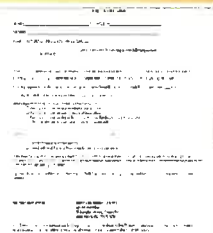
### Redetermination

- Annual review of medical eligibility to be completed annually for each member pursuant to federal law. Financial review must be completed in accordance with current eligibility criteria.
- All members can be reported for cost of care to be updated and reviewed annually. The date that the plan sponsor (CDCSP-2 or CDCSP-2B) becomes the member's sponsor. The expiration date of the member's eligibility is 56 days from the date of sign-off.
- For members seeking redetermination of medical eligibility under the ICF/IID Level of Care, a psychological evaluation (minimum 60 days of observations and/or data must be submitted).

■ All updated MTD Eligibility to be done by 12/31/17

### RIGHT TO APPEAL

If an applicant/member is determined not to be medically eligible by BMS, a "Notice of Decision and a Request for Hearing" form will be mailed to the applicant/member. The denial may be appealed directly through the fair hearing process.






**CDCSP on the Web**

- <http://www.dhhr.wv.gov/bms/Programs/CDCSP/Pages/Form.aspx>
- [http://www.dhhr.wv.gov/bms/Provider/Documents/Manuals/bms-manual-Chapter\\_526\\_CDCSP%202015.pdf](http://www.dhhr.wv.gov/bms/Provider/Documents/Manuals/bms-manual-Chapter_526_CDCSP%202015.pdf)
- [www.pcasolutions.com](http://www.pcasolutions.com)

**Bureau for Medical Services**

Randal K. Hill  
 Director of the Home & Community-Based Services Policy Unit  
 WA Bureau for Medical Services  
 350 Capitol Street, Room 251  
 Charleston, WV 25301-3707  
 PHONE: (304) 356-4866  
 FAX: (304) 358-1509  
 EMAIL: Randal.K.Hill@wv.gov

**Bureau for Medical Services**

Simey Broeze  
 Program Manager  
 Intellectual & Developmental Disabilities (IDD) Waiver & Children's / Adult's  
 Community Services Program (CD349)  
 350 Capitol Street, Room 251, Charleston, WV 25301  
 Phone: (304) 356-4766  
 Fax: (304) 358-4208  
 Email: Simey.Broeze@wv.gov

**Psychological Consultation & Assessment, Inc.**

CDCSP  
 Kerri Linton, Program Director  
 202 Glass Drive, Cross Lane, WV 25313  
 Phone: (304) 776-7250  
 Fax: (304) 776-7247  
 cdcp@pcasolutions.com  
 www.pcasolutions.com

**QUESTIONS???**

**THANK YOU!**





PC&A, Inc.  
CSED Waiver  
Letter of Certification

---

Initial Determination
-----------------------

<input checked="" type="checkbox"/> IE dated
<input type="checkbox"/>

Annual Redetermination
------------------------

<input type="checkbox"/> Eligible Diagnosis
<input type="checkbox"/> Measure of Functional 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 a Psychiatric Residential Treatment Facility or the equivalent of a PRTF level of care, and is effective for one year.

---

Applicant Name

DOB/ACENTRA ID

---

PC&A, Inc.  
WV CSED Waiver





PC&A, Inc.  
CSED Waiver  
Desk Review for Out of State PRTF WV Residents

---

Desk Review Eligibility

<input checked="" type="checkbox"/>	CAFAS Score: XXX
<input checked="" type="checkbox"/>	Records Reviewed: <ul style="list-style-type: none"><li>• CAFAS dated</li><li>•</li></ul>

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 a Psychiatric Residential Treatment Facility or the equivalent of a PRTF level of care.

---

Applicant Name

DOB/ACENTRA ID

---

PC&A, Inc.  
WV CSED Waiver  
Desk Review-OOS Residents





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

Dr. Sherri A. Young, DO,  
 MBA, FAAFP  
 Interim Cabinet Secretary

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

Cynthia E. Beane  
 Commissioner

Date: September 8, 2023  
 Name: Applicant  
 c/o Applicant's Guardian  
 Address: Guardian Address

Medicaid WV CSED Waiver Program

Your Initial Waiver Application is hereby denied.

Your application was denied because:

Applicant does not require a PRTF (Psychiatric Residential Treatment Facility) level of care. She was 3 years, 4 months old at the time of the IE. She is developmentally delayed. She receives speech therapy, feeding therapy, occupational therapy and physical therapy. She is not toilet trained. She often isolates herself and is not able to express her wants and needs verbally.

- An eligible diagnosis is not supported by T-scores greater than 60 in 2 or more of the Clinical Scales on the BASC.
- Functional impairment is not substantiated by a Youth Total Score of 90 or above on the CAFAS/PECFAS.

Reviewer(s) relied on the following facts:

IE dated 08.24.2023; PECFAS dated 08.22.2023; BASC-P completed by foster parent dated 08.24.2023.

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

**FAIR HEARING:** If you do not agree with the decision, you may ask for a **Fair Hearing** and/or a Pre-Hearing Conference within 90 days of the date of this letter. A form to ask for a Fair Hearing and/or a Pre-Hearing Conference is also enclosed. Within 90 days, you must complete this form and submit it to the address on the Hearing Request form. If this action is termination of your benefit, your service may continue until your hearing is held and a final decision is made by the hearing officer; but you must ask for a Hearing/Pre-Hearing Conference within 13 days of this notice in order to receive continued benefits. The following organizations provide **free legal services** to eligible persons: Disability Rights of West Virginia, 5088 Washington St. W. Charleston, WV 25313; 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.

If your initial application for Waiver was denied, please proceed to page 2.  
 Information on pages 4, 5 and 6 apply to all who receive this letter.

The policy upon which the decision is based: WV CSED Waiver Manual Chapter 502, 502.14.2, 502.15.





PC&A, Inc.  
 CSED Waiver  
 Letter of Certification

Initial Determination

<input type="checkbox"/>	IE dated
<input type="checkbox"/>	

Annual Redetermination

<input checked="" type="checkbox"/>	Eligible Diagnosis
<input checked="" type="checkbox"/>	Measure of Functional Behavior (CAFAS-XXX) <ul style="list-style-type: none"> <li>• CAFAS dated</li> <li>• CANS dated</li> </ul>
<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 a Psychiatric Residential Treatment Facility or the equivalent of a PRTF level of care, and is effective for one year.

Applicant Name	DOB/ACENTRA ID
----------------	----------------

PC&A, Inc.  
 WV CSED Waiver





**STATE OF WEST VIRGINIA  
DEPARTMENT OF HEALTH AND HUMAN RESOURCES  
Bureau for Medical Services**

**Dr. Sherri A. Young, DO, MBA,  
FAAFP  
Interim Cabinet Secretary**

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

**Cynthia E. Beane  
Commissioner**

Date: October 6, 2023

Name: Applicant Name  
c/o Applicant Guardian

Address: Applicant mailing address.

Medicaid WV CSED Waiver Program

Your Waiver services have been terminated.

Your application was terminated because:

CAFAS total score is 50 which is below threshold for eligibility. Based on the scores on the CAFAS assessment she is not demonstrating any impairment in functioning in the school or community settings. She is demonstrating only mild impairment in the home setting. There is no indication of self-harmful behavior or harm to others. The applicant does not require a PRTF level of care.

Functional impairment is not substantiated by a Youth Total Score of 90 or above on the CAFAS/PECFAS.

Reviewer(s) relied on the following facts:

CAFAS dated 09.26.2023; CANS dated 09.27.2023

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

**FAIR HEARING:** If you do not agree with the decision, you may ask for a **Fair Hearing** and/or a Pre-Hearing Conference within 90 days of the date of this letter. A form to ask for a Fair Hearing and/or a Pre-Hearing Conference is also enclosed. Within 90 days, you must complete this form and submit it to the address on the Hearing Request form. If this action is termination of your benefit, your service may continue until your hearing is held and a final decision is made by the hearing officer; but you must ask for a Hearing/Pre-Hearing Conference within 13 days of this notice in order to receive continued benefits. The following organizations provide **free legal services** to eligible persons: Disability Rights of West Virginia, 5088 Washington St. W. Charleston, WV 25313; 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.

Information on pages 4, 5 and 6 apply to all who receive this letter.

The policy upon which the decision is based: WV CSED Waiver Manual Chapter 502, 502.14.2, 502.15.



## IENTRAINING FOR CSED WAIVER

THE BUREAU FOR MEDICAL SERVICES

PRESENTED BY PC&A, INC.  
2023

NOVEMBER 3, 2023  
GOTO MEETING

## PC&A ROLE

- ❖ Contracted through BMS to make eligibility determinations.
- ❖ No Incentives to deny or approve applicants.
- ❖ Contracted Services and Performance Measures are subject to review by CMS.

## PSYCHOLOGICAL CONSULTATION & ASSESSMENT, INC.

- PC&A is a contracted vendor for the Bureau for Medical Services. We are responsible for making eligibility decisions for five different programs at BMS as the Medical Eligibility Contracted Agent; serve as the Administrative Services Organization for two programs and manage three different organizations of clinicians who do evaluations throughout the state.
- PC&A employs four licensed psychologists, a supervised psychologist, and contracts with a licensed psychologist and registered nurse to fulfill the contract with BMS.

## CHILDREN WITH SERIOUS EMOTIONAL DISORDER WAIVER

## LEARNING OBJECTIVES

To understand what the CSEDW is and the target population it will serve

Understand a MPTP  
Level of Care

Understand the  
eligibility criteria

Understand the  
agencies involved

Understand your role as an evaluator and  
the necessary components of an IE

Understand how to  
get paid: SS

## WHAT IS THE PURPOSE OF CSEDW?

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



### WHAT IS THE GOAL OF CSEDW?

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

### PRTF LEVEL OF CARE PSYCHIATRIC RESIDENTIAL TREATMENT FACILITY

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

### CSEDW DEFINED



### TARGET POPULATION

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

### CSEDW SERVICES



### INITIAL ELIGIBILITY CRITERIA

- Eligible diagnosis
- Functional impairment
- Require a PRTF Level of Care





### ELIGIBLE DIAGNOSIS

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

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

LPC, LICSW, LICENSED PSYCHOLOGISTS, AND SUPERVISED PSYCHOLOGISTS MAY ALL PARTICIPATE ON THE

INDEPENDENT EVALUATOR NETWORK



### INDEPENDENT EVALUATION

#### Identifying Information

- Be sure to correctly spell the name, have accurate DOB, etc.
- Applicant's present living circumstance is also important (biological family home, foster care, residential, etc.) If the change was recent, please note that as well.

#### Demographic

- Pay close attention to the legal guardian and indicate his/her contact info. We do not anticipate many applicants to be of 'legal adult' status. They may have a DHR/R guardian or still be in a parent(s) custody.

### IE RELEVANT HISTORY

- **Developmental History:** Be as thorough as possible and include prenatal history, documentation from infancy/toddlerhood, and developmental milestones. Be sure to inquire regarding trauma.
- **Medical History:** A review of medical history, diagnosis, surgeries, and any substance abuse history can be included here.
- **Mental Health History:** It is imperative to document the progression of the individual's mental illness, diagnosis, medication, therapy, short term hospitalizations, and residential placements, if applicable.
- **Results of previous Psychological Evaluations:** Also, of importance. Previous evaluations can be submitted along with the IE DR, summarized in this section.



### IE CURRENT STATUS

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

### IE CURRENT BEHAVIORS

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- **Current Behaviors:** This section is a narrative review of individual's functioning. This is a section for descriptions of the individual's functioning in each area based on self-report, parent/guardian report, and information gathered from other sources.
- **Mood and Affect:** Describe the individual's mood and affect, note fluctuations, changes in behavior, and ability to cope.
- **Behavior at Home:** Identify the individual's behavior and conduct in the home including relationship with primary caregivers, amount of social support outside the primary caregiver, and behavior patterns over time.

### IE CURRENT BEHAVIORS-2

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

### IE CURRENT BEHAVIORS-3

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- **Thinking/Communication:** Note any disruptions in the individual's thinking or reality testing. Note any impairment in communication and unusual thought patterns.
- **Socio-legal Issues:** Record the individual's legal history (including issues with truancy, juvenile petitions, and former or present legal charges).
- **Self-care/Basic Needs:** Please note the individual's ability to complete self care or basic self help needs as would be expected for their developmental stage.
- **Caregiver Needs/Resources:** Please note any issues in the environment, and/or with the individual's caregiver with respect to financial limitations, caregiver disabilities, stress, and/or substance abuse issues as well as strengths and community or extended family support.

### MENTAL STATUS EXAMINATION

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BE SURE TO ASSESS FOR ATTENTION, CONCENTRATION, PACER, PSYCHOSIS: HALLUCINATIONS, DELUSIONS, PARANOIA, SUICIDAL IDEATION, INTENT, OR METHOD, HOMICIDAL IDEATION, INTENT OR METHOD

---

**WITH YOUNGER CHILDREN MAY PREDOMINANTLY BE BEHAVIOR OBSERVATIONS**

### LEVEL OF CARE INSTRUMENTS

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BASC

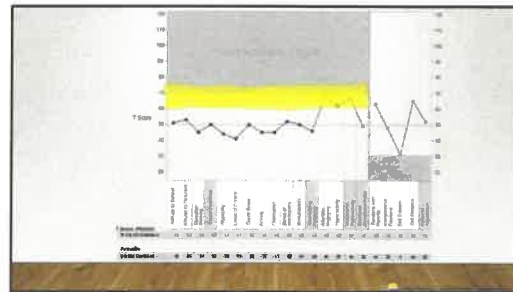
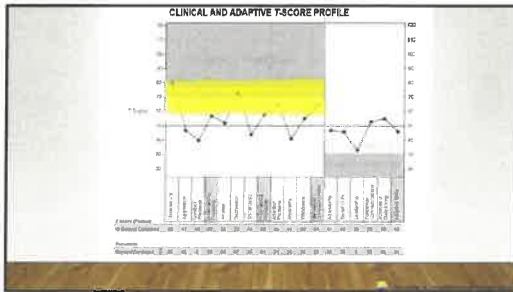
CAFAS  
PECFAS

## BASC-3

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

## BASC SCALE AND COMPOSITE SCORE CLASSIFICATION

Adaptive scales	Clinical scales	T-scores Range
Very High	Clinically Significant	70 and above
High	At-Risk	60-69
Average	Average	41-59
At-Risk	Low	31-40
Clinically Significant	Very Low	30 and below



## CAFAS

AGES 5-19

## PECFAS

AGES 3-7

**MEASURES OF FUNCTIONAL IMPAIRMENT**

## SUBSCALES

### CAFAS

- School/Work Performance
- Home Role Performance
- Community Role Performance
- Behavior Toward Others
- Moods/Emotions
- Self-Harmful Behavior
- Substance Use
- Thinking

### PECFAS

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

## LEVELS OF IMPAIRMENT

LEVEL OF IMPAIRMENT	DESCRIPTION	SCORE
SEVERE	Severe disruption or incapacitation	30
MODERATE	Major or persistent disruption	20
MILD	Significant problems or distress	10
MINIMAL OR NO IMPAIRMENT	No disruption of functioning	0

## THE PLAYERS

- AIO**
  - Corresponds with applicant
  - Creates initial file, uploads application, provides assistance
  - Administers the CAFAS
- MECA**
  - Evaluates the applicant
  - Email report to Acentra Health/MECA(PC&A)
- IECA**
  - Makes eligibility decisions

## APPLICATION PROCESS

- An application is submitted to Acentra Health (Formerly KEPRO).
- Acentra Health completes a CAFAS/PECFAS and contacts a member of the IEN.
- The IEN member accepts or declines the referral.
- The IEN member evaluates the applicant and emails the IE to Acentra Health/PC&A.

## APPLICATION PROCESS CONTINUED

- Once the IE is received, an auth number to bill can be obtained through the Atrezzo system managed by Acentra Health.
- The Evaluator bills Gainwell directly for the IE utilizing the special code.
- The MECA makes an eligibility determination and forwards decision to Acentra Health.
- The applicant/guardian is notified of the eligibility decision and advised of next steps.

## TIMELINES FOR IEN

- 14 Days**
  - Evaluator is contacted and IE is scheduled within 14 days of the date of the CAFAS
- 14 Days**
  - IE is generated and submitted
- 7 Days**
  - Eligibility decision is made, and letter is sent to Acentra Health.

## BILLING

- Billing for Medicaid eligible individuals is submitted directly to Gainwell
- Non-Medicaid eligible individuals will be paid by PC&A through pass through money.
- MCOs not involved with IE reimbursement
- Once IE is submitted, an auth number can be generated on the Atrezzo system operated by Acentra Health.
- Bill a Special Code
- DO NOT bill Intake and Testing Codes
- Evaluators are not reimbursed for travel



### SPECIAL CODE

**T1023HA**

Reimbursed at \$355.21

**DO NOT bill intake and testing codes**

### ? WHEN A REFERRAL CANNOT BE ACCEPTED

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

### REDETERMINATION CRITERIA

- All members presently receiving SED Waiver services will be evaluated annually utilizing a CAFAS/PECTAS and a CANS administered by Acentra Health. In order to be found eligible, the member must have an eligible diagnosis as described above.
- Functionality will be determined by the CAFAS/PECTAS and the CANS. Substantial improvement rendering a child no longer eligible for SED Waiver services is defined as a Youth Total score of less than 90 on the CAFAS/PECTAS.
- The Needs Domains of the CANS will be reviewed.

### SECOND MEDICAL IE

Termination

CSEDW recipients who do not meet the redetermination criteria can request a second medical IE. An IE must re-administer a CAFAS and complete an Independent Evaluation.

Initial Denial

Applicants may request a Second Medical IE if initial application is denied. A new IE is chosen and an interview plus BASC is completed, and report submitted within 14 days of DOE.

### REQUIREMENTS FOR PARTICIPATION

- Accept Medicaid Reimbursement
- Have a valid clinical license, NPI, Malpractice Insurance
- Not work for an agency who provides CSED services
- Schedule and evaluate referred individuals within 2 weeks and submit report within 14 days
- Administer a BASC-3 and incorporate into the report (Parent/Guardian and/or Self-Report)
- Follow a template for required components in the evaluation.

### I WANT TO JOIN THE IEN! WHAT DO I DO NEXT?

- Copy of License or Gold Card/Supervisor's License
- Completed IEN Agreement
- Resume or Curriculum Vitae
- Copy of Malpractice Insurance Policy
- Purchase a BASC
- Please fax to PC&A (304) 776-7247 or email to: [csedw@pcasolutions.com](mailto:csedw@pcasolutions.com)



## BUREAU FOR MEDICAL SERVICES

Cynthia A. Parsons, MA Program Director  
Behavioral Health and Long-Term Care Services  
[cynthia.a.parsons@vvc.gov](mailto:cynthia.a.parsons@vvc.gov)  
304-352-4254

Rachel Goff, CSEDW Program Manager  
[rachel.a.goff@vvc.gov](mailto:rachel.a.goff@vvc.gov)  
304-352-4211

Psychological Consultation and Assessment, Inc.

## PSYCHOLOGICAL CONSULTATION & ASSESSMENT (PC&A)

Phone: 304-776-7230

Fax: 304-776-7247

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

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

Kerri Linton ([klinton@pcasolutions.com](mailto:klinton@pcasolutions.com))

Psychological Consultation and Assessment, Inc.

## ACENTRA HEALTH

- Caroline Duckworth, [caroline.duckworth@acentra.com](mailto:caroline.duckworth@acentra.com)
- Derek Johnson, [derek.johnson@acentra.com](mailto:derek.johnson@acentra.com)
- Melissa McIntyre, [melissa.mcintyre@acentra.com](mailto:melissa.mcintyre@acentra.com)
- [WVCSEDW@bepco.com](mailto:WVCSEDW@bepco.com) for general mailbox
  - 304-343-9663 x4418
  - 866-473-2354

Psychological Consultation and Assessment, Inc.

## WE NEED YOU AS A CSED PROVIDER




- Must work for a LBHC
- Must contract with Aetna
- The number served through the CSEDW is increasing!

THANK YOU!



Levels of Care in West Virginia  
LPC Conference  
Morgantown, WV  
April 22, 2022



### PRESENTERS

**Kerri Hinton, MA, LPC**  
Kerri is the Program Director and Long-Term Care Clinical Consultant at PC&A. She has been licensed as a psychologist since 2003 and earned her LPC in 2000.

**Kristen Blanks, MA**  
Kristen is the Program Manager and Long-Term Care Clinical Consultant at PC&A. She has over 25 years experience working with ICF facilities and Children with Significant Emotional Disorders.

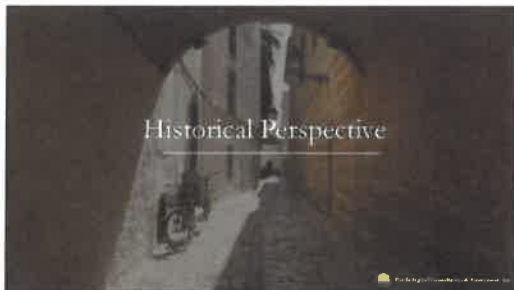
Psychological Consultation & Assessment, Inc.

- PC&A is a contracted vendor to the Bureau for Medical Services. We are responsible for making eligibility decisions for five different programs at BMS as the Medical Eligibility Contracted Agent, serve as the Administrative Services Organization for two programs and manage three different organizations of clinicians who do evaluations throughout the state.
- PC&A employees two licensed psychologists, a supervised psychologist, and contract with a licensed psychologist and registered nurse to fulfill the contract with BMS.

### Learning Outcomes

- 1. Understand the Levels of Care in WV
- 2. Understand the appropriate populations for each Level of Care
- 3. Understand the types of programs available for each Level of Care
- 4. Understand the application process for the various programs
- 5. Understand the historical perspective for deinstitutionalization
- 6. Learn about opportunities for LPCs to be a provider or evaluator for CSLO Waiver

### Historical Perspective

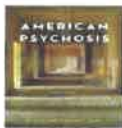


### A historical synopsis of deinstitutionalization

Credits for content to the book:

American Psychiatric Association: *Deinstitutionalization: Mental Illness Treatment System*

Author: E. Fuller Torrey, M.D.




Kennedy Family  
Dedication of MI's ID  
Demonstration

---

Creation of Code of Federal Regulations  
NIMH/CMHC

### Funding

- **Primary Mental illness**
  - During childhood up until the age of 21, federal funding is available
  - Between the ages of 21-65 continued the state's responsibility
- **Primary intellectual disability/related condition**
  - Federal funding, available with state match

### LONG TERM CARE in WV

- **ICF/IID** (Intermediate Care Facility for Individuals with Intellectual Disabilities)
- **ICF/IID** (Intermediate Care Facility for Individuals with Intellectual Disabilities)
- **ICF/IID** (Intermediate Care Facility for Individuals with Intellectual Disabilities)
- **ICF/IID** (Intermediate Care Facility for Individuals with Intellectual Disabilities)

### INTERMEDIATE CARE FACILITY LEVEL OF CARE

1. Individuals must have either an Intellectual Disability or a Related Condition which is severe than manifested during the developmental period (prior to the age of 22).
2. Individuals must have functional deficits (5 standard deviations or > 1% in 3/6 major life areas: self care, communication, learning, self direction, mobility and capacity for independent living).
3. Individuals must require, across the amount a would be found in an ICF/IID facility.

### ICF/IID Group Homes

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

**The Medicaid Home and Community-Based Services (HCBS) waiver program is authorized in §1915(c) of the Social Security Act. The program permits a state to furnish an array of home and community-based services that assist Medicaid beneficiaries to live in the community and avoid institutionalization.**





## I/DD Waiver

- Individuals who meet an ICF level of care may wish to avoid placement in a long-term placement and choose a community-based option (I/DD Waiver)
- Formerly known as Title XIX Waiver
- Individuals qualify with three functional deficits or a small ICF setting
- Must meet medical and financial eligibility requirements

## ACUTE CARE HOSPITAL LEVEL OF CARE

## NURSING FACILITY LEVEL OF CARE

1. Individual must need direct nursing care 24 hours a day
2. Must have at least 5 functional deficits to qualify
3. The person must have a significant mental or physical disability. The person must be unable to live in their own home.

## PASRR Pre-Admission Screening and Resident Review

- An individual must need direct nursing care 24 hours a day, 7 days a week.
- An individual must have a minimum of five deficits identified on the PAS.
- These deficits will be determined based on the review by Kepro.
- Federal Regulations prohibit the inappropriate placement of individuals with MI and ID into nursing facility.

## CDCSP

Provides a medical card (Medicaid) to children under the age of 20 who otherwise would not qualify due to their family's income.

Child can qualify under Acute Hospital, Nursing Facility or ICF levels of care.

## Aged and Disabled Waiver TBI Waiver

- NF level of care
- A&D Waiver is a state-level community-based option for individuals who have functional deficits similar to that which qualifies them for nursing facility placement. Allows them to remain in their home.
- TBI Waiver is specific to individuals who have a Traumatic Brain Injury and have functional deficits as a result.



### PRTF Level of care

*Psychological Consultation & Assessment, Inc.*

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

*Psychological Consultation & Assessment, Inc.*

### In-Patient Psychiatric Hospitalization

WV Residents under the age of 21 with a diagnosed Mental Health condition or co-occurring Mental Health/Substance Abuse diagnoses.


Severe or acute symptoms that contraindicate treatment at a lower level.

Severe functional impairment due to psychiatric diagnosis.

Failure in less restrictive levels of care within the past six months.

Can respond to treatment based on measured IQ.


*Psychological Consultation & Assessment, Inc.*



Children with Serious Emotional Disorder Waiver

CSEDW

*Psychological Consultation & Assessment, Inc.*



*Psychological Consultation & Assessment, Inc.*

### Learning objectives

- Understand what the CSEDW is and the target population it will serve.
- Understand the role of the CSEDW.
- Understand the role of the CSEDW in the state plan.
- Understand the role of the CSEDW in the state plan.
- Understand the role of the CSEDW in the state plan.

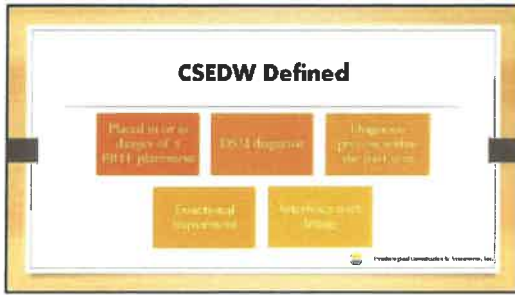
*Psychological Consultation & Assessment, Inc.*

### What is the purpose of CSEDW?

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

*Psychological Consultation & Assessment, Inc.*





### What is the goal of CSEDW?

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

Psychological Consultants & Associates, Inc.

- ### Target Population
- This statute prioritizes children with serious emotional disorder (SED) who are placed in Psychiatric Residential Treatment Facilities (PRTFs) or other residential treatment providers out-of-state and those who are in such facilities in state.
  - Medicaid-eligible children with SED who are at risk of residential placement will become the next target group after children in placement are prioritized.
- Psychological Consultants & Associates, Inc.

LPC, LICSW, Licensed Psychologists, and Supervised Psychologists may all participate on the

### INDEPENDENT EVALUATOR NETWORK

Psychological Consultants & Associates, Inc.

- ### Requirements for Participation
- Accept Medicaid reimbursement
  - Have a valid license in CA, Multistate licensure
  - You will be an agency who provides CSEDW services
  - Schedule and evaluate related to statute within 2 weeks and submit report within 14 days
  - Adherence to HASE-Q and compliance with the statute (Public Guardian and/or Self Report)
  - Submit a complete bill request components as per statute
- Psychological Consultants & Associates, Inc.





**We Need You as a CSEDW Provider**

- Must work for a LBHC.
- Must contract with Aetna
- The number served through the CSEDW is increasing!

### CSEDW Services and Rates

1200-111A, Behavior, Individual - \$330 per 15-minute unit, 20 days per year as combined service with 1200-111C
1200-111B, Behavior, Individual - \$330 per 15-minute unit, 20 days per year as combined service with 1200-111C
1200-111C, Behavior, Individual - \$330 per 15-minute unit, 20 days per year as combined service with 1200-111A and 1200-111B
1200-111D, Behavior, Individual - \$330 per 15-minute unit, 20 days per year as combined service with 1200-111A, 1200-111B, and 1200-111C

### CSEDW Services and Rates

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### BMS

*Cynthia A. Parsons, MA Program Director  
Behavioral Health and Long-Term Care Services  
304-337-4254  
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*Rachel Goff  
Program Manager  
Children with Serious Emotional Disorder Waiver  
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Psychological Consultation & Assessment  
(PC&A)

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Kepro

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Caroline Duckworth, MSW, LCSW  
Director SNS, BSS, CSED, TBI, Health Homes

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1-800-378-0284 Ext. 4410  
304-343-9883 Ext. 4418  
1007 Ballard Street, Suite 200  
Charleston, WV 25301

Aetna

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Jennifer Eva, CSI/DW Senior Project  
Manager at 304-533-8700 or  
eva@etna.com

Questions





STATE OF WEST VIRGINIA  
DEPARTMENT OF HEALTH AND HUMAN RESOURCES  
Office of the Inspector General

Sherri A. Young, DO, MBA, FAAFP  
Interim Cabinet Secretary

Christopher G. Nelson  
Interim Inspector General

October 13, 2023

WV DHHR  
4190 Washington St., W  
Charleston, WV 25313

RE: v. WV DHHR ACTION  
NO.: 23-

Dear Ms. :

Enclosed is a copy of the decision resulting from the hearing held in the above-referenced matter.

In arriving at a decision, the State Hearing Officer is governed by the Public Welfare Laws of West Virginia and the rules and regulations established by the Department of Health and Human Resources. These same laws and regulations are used in all cases to assure that all persons are treated alike.

You will find attached an explanation of possible actions you may take if you disagree with the decision reached in this matter.

Sincerely,

Lori Woodward, J.D.  
Certified State Hearing Officer  
Member, State Board of Review

Encl: Appellant's Recourse to Hearing Decision  
Form IG-BR-29

cc: BMS, PC&A, Kepro

433 MidAtlantic Parkway, Martinsburg, West Virginia 25404  
304.352.0805 • 304.558.1992 (fax) • <https://www.wvdhhr.org/oig/bor.html>  
[DHHRIGBORE@WV.GOV](mailto:DHHRIGBORE@WV.GOV)



**WEST VIRGINIA DEPARTMENT OF HEALTH AND HUMAN RESOURCES  
BOARD OF REVIEW**

**Appellant,**

v.

**Action Number: 23-**

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

**Respondent.**

**DECISION OF STATE HEARING OFFICER**

**INTRODUCTION**

This is the decision of the State Hearing Officer resulting from a fair hearing for . This hearing was held in accordance with the provisions found in Chapter 700 of the West Virginia Department of Health and Human Resources' Common Chapters Manual. This fair hearing was convened on October 4, 2023, on an appeal filed August 14, 2023.

The matter before the Hearing Officer arises from the July 28, 2023, decision by the Respondent to deny prior approval for Intermediate Care Facilities for Individuals with Intellectual Disabilities (ICF/IID) services.

At the hearing, the Respondent appeared by Charley Bowen, PC&A. The Appellant was represented by her guardian, , WV DHHR Bureau of Social Services. Appearing as a witness for the Appellant was r, ResCare Program Manager. The witnesses were placed under oath and the following documents were admitted into evidence.

**Department's Exhibits:**

- D-1 Bureau for Medical Services Provider Manual §511.2 (excerpt)
- D-2 Denial Notice, dated July 28, 2023
- D-3 West Virginia Department of Health and Human Resources ICF/IID Level of Care Evaluation (DD-2A), dated June 22, 2023
- D-4 Psychological Evaluation (DD-3), dated May 19, 2023
- D-5 West Virginia Department of Health and Human Resources Social Assessment/Personal Profile (DD-4), dated July 11, 2023
- D-6 Denial Notice, dated September 8, 2017
- D-7 Psychological Evaluation (DD-3), dated February 8, 2017/Updated July 20, 2017
- D-8 Social History, dated September 1, 2017
- D-9 Individualized Education Program, Blank County Schools, dated February 5, 2013
- D-10 Amendment of the IEP Without Convening an IEP Team Meeting dated March 29, 2013



D-11 Individualized Education Program dated December 6, 2011

**Appellant's Exhibits:**

None (The Appellant's representative submitted 112 pages of documents the day before the hearing, but decided not to introduce them at the hearing)

After a review of the record, including testimony, exhibits, and stipulations admitted into evidence at the hearing, and after assessing the credibility of all witnesses and weighing the evidence in consideration of the same, the Hearing Officer sets forth the following Findings of Fact.

**FINDINGS OF FACT**

- 1) The Appellant is a 28-year-old whose guardian, , applied for prior approval for ICF/IID services for the Appellant.
- 2) After reviewing the present measures of functioning and historical documentation, the Respondent determined that the documentation submitted for review did not substantiate that the Appellant had a diagnosis of intellectual disability or a related condition which is severe. (Exhibits D-2)
- 3) The Respondent sent notification of the denial on July 28, 2023. (Exhibit D-2)
- 4) The Appellant has been diagnosed with mild mental retardation/borderline intellectual functioning/Intellectual Disability, mild, prior to age 22. (Exhibits D-3 to D-5, D-7)
- 5) The documents presented did not support reliable test scores or narratives consistent with a diagnosis of intellectual disability with concurrent substantial deficits manifested prior to age 22 or a related condition which constitutes a severe and chronic disability with concurrent substantial deficits manifested prior to age 22.
- 6) The documentation showed that the Appellant has a long history of mental/behavioral diagnoses: Unspecified Bipolar and Related Disorder, moderate; Unspecified Disruptive, Impulse-Control and Conduct Disorder, severe by history; Intermittent Explosive Disorder; ADHD; Major Depressive Disorder; and Other Person History of psychological trauma (history of Post-Traumatic Stress Disorder). (Exhibits D-4 and D-5)
- 7) The Appellant has had several facility placements and hospitalizations since 2011 due to her aggressive behavior, homicidal ideations, and suicidal ideations. (Exhibits D-4, D-5, D-7, D-8)
- 8) The Appellant attended high school with an IEP indicating she was on track for a standard high school diploma. (Exhibit D-9)





- 9) In 2016, the Appellant lived in her own apartment with twice weekly support services. Exhibit D-4)
- 10) The narratives contained in the submitted documentation reveal that the Appellant ambulates, communicates, is independent with grooming and self-care, is continent, is able to make simple foods in the microwave, is able to feed herself, is able to make decisions, has been employed, and had an IEP for receiving a standard high school diploma, and was able to be her own reporter on several evaluations. (Exhibits D-3 to D-5, D-7 to D-9)
- 11) In September 2017, the Appellant's previous application for the ICF/IID program was denied because: "The documentation submitted reflects no eligible diagnosis for an ICF/IID level of care. [The Appellant] has neither a diagnosis of intellectual disability, nor a diagnosis of a related condition closely associated with an intellectual disability. Additionally, eligibility is specifically excluded for individuals with a primary diagnosis of mental illness. Additionally, neither the licensed psychologist nor the licensed social worker has indicated she requires an ICF/IID level of care, which is required by policy for eligibility." (Exhibit D-6)

#### APPLICABLE POLICY

Bureau for Medical Services Provider Manual §511.2.2 states individuals must meet both medical and financial eligibility to receive ICF/IID services. Individuals seeking ICF/IID services may have their eligibility determined prior to or after their admission to an ICF/IID facility.

To establish eligibility prior to admission, a complete packet of required information must be submitted no more than 30 days prior to placement in the ICF/IID facility and placement must occur within 90 days of the date of the DD-3. To establish initial eligibility for post admission, a complete packet of required information must be submitted no more than thirty 30 days after placement in the ICF/IID facility. The DD-3 must be current (within 90 days of placement).

All submitted information must be current. The prior eligibility packet of information includes the DD-2A, DD-3, and DD-4 and must be submitted to the BMS or the ICF/IID contracted agent in order to determine eligibility for each applicant for whom payment is requested. Current is defined as:

- DD-2A (Medical Evaluation) must have been completed within 180 days of the placement date. Additionally, any Medical Evaluation dated prior to 180 days of receipt by BMS or the ICF/IID contracted agent shall be considered out of date.
- DD-3 (Psychological Report) must have been completed within 90 days of the placement date. Additionally, any psychological report dated prior to 90 days of receipt by BMS or the ICF/IID contracted agent shall be considered out of date.
- DD-4 (Social History) must have been completed within 180 days of the placement date. Additionally, any social history dated prior to 180 days of receipt by BMS or the ICF/IID contracted agent shall be considered out of date.



Upon receipt of a complete packet, an eligibility determination will be made within 30 days and the decision communicated to the applicant and/or the provider that submitted the packet. Post-admission eligibility determination requires the provider to submit a DD-1, and a complete DD-5 (IPP) within thirty 30 days after the intake to BMS or the ICF/IID contracted agent. Payment authorization for start and stop dates shall be delayed until the receipt of the DD-1, the DD- 5 (IPP) and the Inventory for Client and Agency Planning (ICAP).

BMS, through the ICF/IID contracted agent, determines the medical eligibility for an applicant in the ICF/IID Program. In order to be eligible for ICF/IID placement, the applicant must meet the following criteria:

1. The applicant must have a diagnosis of intellectual disability with concurrent substantial deficits manifested prior to age 22 or a related condition which constitutes a severe and chronic disability with concurrent substantial deficits manifested prior to age 22.

a. Examples of related conditions which may, if severe and chronic in nature, make an individual eligible for ICF/IID placement include, but are not limited to, the following:

- Autism;
- Traumatic brain injury;
- Cerebral Palsy
- Spina Bifida; and
- Any condition, other than mental illness, found to be closely related to intellectual disability, because this condition results in impairment of general intellectual functioning or adaptive behavior similar to that of persons with an intellectual disability, and requires services similar to those required for persons with an intellectual disability.

b. Additionally, the applicant who has a diagnosis of intellectual disability or a severe related condition with associated concurrent adaptive deficits must meet the following requirements:

- Likely to continue indefinitely, and
- Must have the presence of at least three substantial deficits out of the six identified major life areas listed below.

2. The applicant must have substantial adaptive deficits in three or more of the following six major life areas:

- self-care,
- receptive and/or expressive language, (communication)
- learning, (functional academics)
- mobility,
- self-direction,
- capacity for independent living which includes the following six subdomains,
  - home living,
  - social skills,
  - employment,
  - health and safety,
  - community use
  - leisure activities.



For the capacity for independent living major life area to be met, the applicant must be substantially delayed in at least three of the six sub-domains (home living, social skills, employment, health and safety, community use and leisure activities).

Substantial adaptive deficit is defined as scores on standardized measures of adaptive behavior that are three standard deviations below the mean or less than one percentile when derived from non-ID normative populations, or in the average range or below the 75th percentile when derived from ID normative populations. The presence of substantial deficits must be supported by the additional documentation submitted for review (e.g. Individual Education Program (IEP), Occupational therapy (OT) evaluations, narrative descriptions, etc.).

Substantial deficits must be documented through both the narrative documents and the standardized measures of adaptive behavior.

3. The applicant must have a need for an ICF/IID level of care that:
  - is certified by a physician (DD-2A) and,
  - is documented as being required by the licensed psychologist (DD-3) and;
  - is recommended by a licensed social worker (DD-4).
4. The applicant must require and would benefit from active treatment.
  - Evaluations of the applicant must demonstrate a need for intensive instruction, services, assistance, and supervision in order to learn new skills and increase independence in activities of daily living.

### DISCUSSION

The Appellant is a 28-year-old whose guardian applied for prior approval for ICF/IID services. After reviewing the Appellant's present measures of functioning and historical documentation, the Respondent determined that the documentation submitted for review did not substantiate a diagnosis of intellectual disability or a severe related condition for program eligibility. On July 28, 2023, the Respondent notified the Appellant that prior approval for ICF/IID services had been denied. The Appellant appeals the Respondent's decision.

The Respondent must show by a preponderance of the evidence that the documentation submitted for the ICF/IID program application did not establish that the Appellant had a diagnosis of intellectual disability with concurrent substantial deficits manifested prior to age 22 or a related condition which constitutes a severe and chronic disability with concurrent substantial deficits manifested prior to age 22.

Psychological Consultation and Assessment (PC&A) is the Respondent's contracted agent for applicant eligibility determination for the ICF/IID Program. PC&A is required to determine the Appellant's eligibility through review of the submitted documents necessary for program application: DD-2A (Medical Evaluation); DD-3 (Psychological Report); and DD-4 (Social History). Additionally, PC&A must review test scores obtained from using an appropriate standardized test for measuring adaptive behavior that is administered and scored by an individual

properly trained and credentialed to administer the test. The presence of substantial deficits must be supported by the additional documentation submitted for review (e.g. Individual Education Program (IEP), Occupational therapy (OT) evaluations, narrative descriptions, etc.).

Charley Bowen, a licensed psychologist with PC&A, reviewed the submitted documentation to determine the Appellant's eligibility for the ICF/IID services. Mr. Bowen explained that the submitted documentation showed that the Appellant had been diagnosed with mild intellectual disability prior to age 22, however, indicated that the potentially eligible score in regard to intellectual disability is not compatible with the other information submitted. Mr. Bowen testified that the documentation in totality showed that the Appellant suffered from mental health and behavioral issues that accounted for some of the low test scores. Additionally, Mr. Bowen noted that in reviewing the Appellant's long history of the various placement in shelters, group homes, and hospitals, those placements are not available for those individuals who have intellectual disabilities. The Appellant's IEP also noted that the Appellant was on track for a standard high school diploma, which is not available to those individuals with intellectual disabilities.

In 2012, the Appellant underwent Intellectual/Cognitive and Adaptive Behavior testing through Blank. These scores were felt to be an underestimate of the Appellant's abilities. It was also noted that the Appellant achieved higher scores in testing done in 2011. In 2017, just outside of the Appellant's developmental period, she underwent an IPE evaluation as part of her ICF/IID services application at that time. The evaluating psychologist did diagnosis borderline intellectual functioning, however, no ICF/IID placement was recommend. The 2017 IPE test scores did show low scores in adaptive behavior; however, these scores were inconsistent with the narrative. The 2017 application for ICF/IID services was denied because the Appellant did not have a diagnosis of intellectual disability or a related condition closely associated with an intellectual disability, noting that eligibility is specifically excluded for those individuals with mental illness as a primary diagnosis. At that time, there was no recommendation for ICF/IID level of care.

In reviewing the current DD-2, DD-3 and DD-4, the narratives indicated that the Appellant is able to feed herself, shower and groom herself independently with occasional prompting, toilets independently, chooses weather-appropriate clothing and is able to dress herself independently. The Appellant is noted to take an interest in her appearance, use the microwave oven, and does laundry. Specifically, on the Appellant's current DD-4, the assessing social worker noted that from the age of eighteen to present, the Appellant reported she had worked at various jobs independently and that she lived on own with "drop in staffing". Mr. Bowen testified that this level of independence is not typical for those who qualify for the ICF/IID services. Mr. Bowen concluded that the diagnosis of mild intellectual disability cannot be accepted as a valid diagnosis as it is unsupported by the Appellant's test scores and other submitted documentation.

Historically, the Appellant has lived on her own in an apartment with support services twice a week and has lived in group homes and shelters. The Appellant has been hospitalized several times for her behavioral/mental issues in the past, and recently has been incarcerated. The testimony provided by the Appellant's guardian who has been working with the Appellant for two years (notably outside of the developmental period), testified that although the Appellant has lived independently in the past, she had difficulty with maintaining proper hygiene for herself and her



living space, and requires prompting. The Appellant's witness testified that the Appellant seems to be totally independent, but she cannot do things independently unless prompted.

The preponderance of evidence showed that the Appellant has a long history of behavioral/mental illness, and the documentation does not support the presence of an eligible diagnosis of Intellectual Disability with concurrent substantial deficits manifested prior to age 22 or a related condition which constitutes a severe and chronic disability with concurrent substantial deficits that manifested prior to age 22. Therefore, the Respondent's denial for prior approval for ICF/IID services is affirmed.

#### CONCLUSIONS OF LAW

- 1) To establish medical eligibility for ICF/IID facility placement, an applicant must have a diagnosis of Intellectual Disability with concurrent substantial deficits manifested prior to age 22 or a related condition which constitutes a severe and chronic disability with concurrent substantial deficits that manifested prior to age 22.
- 2) Policy states that mental illness is specifically excluded as an eligible diagnosis for ICF/IID placement.
- 3) Prior to age 22, the Appellant had received a diagnosis of mild/borderline intellectual disability.
- 4) The historical documentation submitted for review demonstrates that the Appellant has a long history of mental/behavioral illness.
- 5) The low adaptive behavior test scores the Appellant received during her developmental period or just beyond the developmental period, are unsupported by the narratives and historical documentation.
- 6) Documentation does not support the presence of an Intellectual Disability with concurrent substantial deficits manifested prior to age 22 or a related condition which constitutes a severe and chronic disability with concurrent substantial deficits that manifested prior to age 22.
- 7) As the Appellant does not meet diagnostic criteria, the Respondent acted correctly in denying her application for ICF/IID facility placement.



**DECISION**

It is the decision of the State Hearing Officer to **UPHOLD** the decision of the Respondent to deny prior approval for ICF/IID services.

**ENTERED this 13<sup>th</sup> day of October 2023.**



**Lori Woodward, Certified State Hearing Officer**





**FAIR HEARINGS**  
**July 1, 2020 through June 30, 2023**

<b>Program</b>	<b>2020-2021</b>	<b>2021-2022</b>	<b>2022-2023</b>	<b>Total</b>
<b>CDCSP</b>	3	1	2	6
<b>PASRR</b>	0	0	0	0
<b>ICF/IID</b>	0	3	2	5
<b>I/DD Waiver</b>	26	34	39	99
<b>CSED Waiver</b>	0	0	0	0
<b>Total</b>	29	38	43	110

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





# ATTACHMENT C





#### 4. MANDATORY REQUIREMENTS:

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

##### 4.1.1 VENDOR ADMINISTRATIVE OPERATION REQUIREMENTS:

- 4.1.1.1 PC&A assures that assessments are conducted in a setting and circumstances 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 manual will include a quality management plan that details both quality assurance and quality improvement strategies for each process. The findings will be reported to BMS at monthly virtual contract management meetings or conference calls. 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 renamed the Process and Procedural Manual and revised as needed for the eligibility and/or evaluation processes for the CSED Waiver Program, I/DD Waiver Program, CDCSP Program, ICF/IID Facilities and PASRR, Level II evaluations 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.
- 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 BMS will outline the necessary data reports and time frame. It is understood that PC&A will be given specifications and timelines for requested and ad hoc reports and no data report requests shall take longer than fourteen (14) days to complete. It is further understood that Ad Hoc Reporting shall be bid at an all-inclusive hourly rate and shall require





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

- 4.1.1.5** PC&A will generate standard ongoing quarterly and year to date 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 or on the next working day after a holiday or weekend day. PC&A will provide quality reports that indicate data charts and quality assurance performance measures in a format compatible with the Bureau for Medical Service's computer software programs and complies with any applicable policies of the WVDHHR Management Information Systems (MIS) or WV Office of Technology, which can be found at: <https://technology.wv.gov/ot-policies>. 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, re-determination approvals, re-determination denials.
  - 4.1.1.5.2** CDCSP: Initial approvals, denials, re-determination approvals, re-determination denials, and attorney consults.
  - 4.1.1.5.3** ICF/IID: Initial approvals, denials, re-determination approvals, re-determination denials, and attorney consults.
  - 4.1.1.5.4** PASRR, Level II: Desk reviews, out of state referrals, trainings for evaluators, and trainings to providers.
  - 4.1.1.5.5** I/DDW: Initial approvals, denials, re-determination approvals, re-determination denials, and attorney consults.
  - 4.1.1.5.6** CSEDW: Initial approvals, denials, redetermination approvals, redetermination denials, and attorney consults.
  - 4.1.1.5.7** Fair Hearings: Pre-hearing approvals, completed hearings, withdraws, and abandoned hearings.





**4.1.1.5.8** Quality: Monitoring process utilizing data and quality information to engage in actions that assure continuous improvement.

**4.1.1.6** PC&A will provide quarterly and year-to-date (YTD) data reports by the 15<sup>th</sup> of the month or on the next working day after a holiday or weekend day following the end of a quarter to BMS 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). At a minimum the quarterly/YTD data reporting will include the following:

**4.1.1.6.1** Evaluations completed and timelines.

**4.1.1.6.2** Eligibility decisions (approvals/denials).

**4.1.1.6.3** Hearing status and decisions.

**4.1.1.7** PC&A will be responsible for providing administrative operational functions necessary to support the medical eligibility process for the CSED Waiver Program, I/DD Waiver Program, CDCSP Program, ICF/IID Facilities, and PASRR, Level II evaluations.

**4.1.1.8** PC&A will be responsible for providing all operational and administrative support services for the operation of the medical eligibility determinations for the CSED Program, I/DD Waiver Program, CDCSP Program, ICF/IID facilities and PASRR Level II Evaluations.

**4.1.1.9** PC&A will participate/represent the Bureau, either in person or electronically based on the request of the applicant/member, in fair hearings for eligibility denials and/or terminations for CSED Waiver determinations, PASRR Level II Evaluations, I/DD Waiver determinations, ICF/IID determinations, and CDCSP determinations. It is understood that the venue for these fair hearings is determined by the recipient when they complete the request for a Medicaid Fair Hearing.





- 4.1.1.9.1** PC&A will provide access via computer to members to remote video conferencing for fair hearings, as scheduled by the Board of Review.
- 4.1.1.10** PC&A will have staff available five (5) days per week (Monday through Friday, excluding WV observed holidays, which can be found at: (<https://personnel.wv.gov/employees/benefits/pages/holidays.aspx>) via telephone or e-mail during normal business hours (9:00am through 5:00pm) Eastern Standard Time (EST). PC&A will continue to be available for emergencies and will provide BMS with a 24 hour emergency name, phone number, and email address.

  - 4.1.1.10.1** PC&A will respond to BMS inquiries and/or informational requests within one (1) business day.
- 4.1.1.11** PC&A is located at: 202 Glass Drive, Cross Lanes, West Virginia, 25313 and available for monitoring, trainings, contract meetings, and Medicaid Fair Hearings. PC&A will provide the following:

  - 4.1.1.11.1** A computer system that is compatible with the Bureau's operating systems to include: <https://technology.wv.gov/ot-policies>.
  - 4.1.1.11.2** Administrative and clerical/data support.
  - 4.1.1.11.3** Electronic storage and maintenance of current and archived member eligibility/medical records as required by regulation Chapter 300 Provider Participation Requirements, which can be found at ([http://www.dhhr.wv.gov/bms/Provider/Documents/Manuals/bms\\_manuals\\_chapter%20300%20Provider%20Participation.pdf](http://www.dhhr.wv.gov/bms/Provider/Documents/Manuals/bms_manuals_chapter%20300%20Provider%20Participation.pdf)) in either paper or electronic format within thirty (30) calendar days of contract award.





- 4.1.1.12 PC&A will provide, at a minimum of one (1) to a maximum of five (5) face to face centrally located statewide training classes for each of the following programs annually: CSED Waiver, PASRR Level II, CDCSP, ICF/IID, and I/DD Waiver. All trainings and training materials will be submitted for approval by BMS at least fourteen (14) calendar days in advance of the training.
- 4.1.1.13 PC&A will maintain complete, accurate and legible records as outlined in Chapter 300 of the West Virginia Medicaid Policy Manual ([http://www.dhhr.wv.gov/bms/Provider/Documents/Manuals/bms\\_manuals\\_chapter%20300%20Provider%20Participation.pdf](http://www.dhhr.wv.gov/bms/Provider/Documents/Manuals/bms_manuals_chapter%20300%20Provider%20Participation.pdf))
- 4.1.1.14 PC&A will be bound by all service level agreements (SLA) contained in this solicitation (Appendix 1).
- 4.1.1.15 PC&A will submit to BMS for approval a Turnover and Closeout Plan within ninety (90) calendar days of contract award.
  - 4.1.1.15.1 The plan will identify PC&A's approach, tasks, staffing, and schedule for turnover of contract responsibilities.

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 from the provider, as described in the ICF/IID policy manual located at: <https://dhhr/wv.gov/bms/Provider/Documents/Manuals/Chapter%20511%20ICF%20IID.pdf>. Annual redeterminations will be completed within thirty (30) calendar days of the anniversary date of initial eligibility and will be reviewed by PC&A. Additionally, PC&A will review Inventory for Client and Agency Planning scores to determine the reimbursement rate initially and annually thereafter to support accuracy of rate. **[Clarification: PC&A does not establish a reimbursement rate. Rather, PC&A determines an accurate ICAP level score to be utilized in determining the initial reimbursement rate and annual reimbursement rate thereafter].**
- 4.1.2.2 PC&A will provide the BMS claims fiscal agent within ninety





(90) calendar days of post-admission the information required to generate authorizations for services which include, the ICAP Level scores and corresponding effective and termination dates for ICF/IID facility participants. PC&A will provide data through a data transfer system with the claims fiscal agent and will continue to input information regarding authorizations.

**4.1.2.3** PC&A will utilize evaluations (Medical, Psychiatric, Psychological, etc.) submitted by the applicant to determine each resident's ICF/IID level of care.

**4.1.2.4** PC&A will perform an on-site review of the (ICAP) assessments per each facility on an annual basis for quality monitoring of the process. PC&A will visit 100% of all ICF/IID facilities in the first year of the contract. During the following three (3) optional renewal years, PC&A will assure that 50% of all facilities are randomly reviewed per renewal year.

**4.1.2.5** PC&A will notify the individual/member or legal representative and local county DHHR office in writing within thirty (30) calendar days, of the denial and appeal rights regarding the eligibility decision.

**4.1.2.6** PC&A shall ensure a WV licensed psychologist is provided for determining eligibility for ICF/IID levels of care.

**4.1.3 PASRR PROGRAM ELIGIBILITY LEVEL II:**

**4.1.3.1** PC&A will conduct an independent desk review or face-to-face visit for PASRR Level II evaluations to determine medical eligibility for individuals who may need nursing facility level of care and trigger Level II evaluation.

**4.1.3.2** PC&A or the Level II evaluator will notify the referring entity of the results of the PASRR Level II evaluation in writing via completing Page six (6) on the PAS and a written report, (<https://dhhr.wv.gov/bms/Provider/Documents/Manuals/Appendixes/Chapter%20514%20Appendix%20BFinalApproved.pdf>) when requested within nine (9) calendar days of receipt of referral. **[Clarification \* see below]** For fiscal year 2022-2023, desk reviews and Level II Evaluations were completed within an average of 24-48 hours.

**4.1.3.3** PC&A shall be responsible for ensuring that the Level II evaluators complete all PASRR Level II evaluations within





nine (9) calendar days of receipt of referral including a completed written report. **[Clarification \* see below]**

**4.1.3.4** PC&A shall recruit, train, and approve WV Licensed Psychologists throughout the state to conduct PASRR Level II evaluations and will be responsible for monitoring each evaluator through review of submitted reports.

**4.1.3.5** PC&A will be responsible for all clerical and/or administrative functions associated with the determination of eligibility for PASRR Level II evaluations. Functions will include:

**4.1.3.5.1** Written notification of eligibility

**4.1.3.5.2** Tracking of applicants

**4.1.3.5.3** Requests for information regarding eligibility

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

**4.1.3.5.5** Attend and/or present at fair hearing(s)

**4.1.3.6** PC&A will ensure a WV Licensed Psychologist is provided for determining eligibility for nursing facility services, PASRR Level II.

**\*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 Utilization Management Contractor (UMC) in writing of all





determinations. A member's anchor date is the annual date that each member's medical eligibility is due to be re-determined 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.
- 4.1.4.4** PC&A shall recruit, train, and approve 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 UMC shall provide quarterly clinical reviews of evaluation reports as needed. The type, scope, and frequency shall be outlined in the Quality Performance Measures 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 UMC, update the UMC's web portal, and upload documents to the UMC's web portal as necessary to ensure accurate reporting of quarterly data pertaining to evaluations completed, timelines, eligibility decisions and hearings. The data report shall be submitted within thirty (30) calendar days of the end of the quarter.
- 4.1.4.7** PC&A will be responsible for monitoring the IPN to ensure the initial request for evaluation is completed within ninety (90) calendar days.
- 4.1.4.8** PC&A will be responsible for reimbursing IPN psychologists directly for completion of the Independent Psychological Evaluation at the prevailing Medicaid rate for applicants who are not Medicaid eligible at the time of assessment. This rate is determined every April by the DHHR Office of Accountability and Management reporting Rate Setting. Cost incurred by PC&A for reimbursing IPN psychologists directly for the completion of the Independent Psychological Evaluations for non-Medicaid eligible applicants are considered a pass through cost and may be separately invoiced to BMS and are required to be included in the Cost







Proposal with a zero (\$0.00) bid for this service (this is for evaluation purposes only). PC&A will invoice BMS for any evaluations completed for a recipient who does not have a Medicaid card and PC&A will in turn reimburse the same amount to the IPN psychologist who completed the evaluation.

**4.1.4.9** PC&A will be responsible for documenting through the UMC's web portal that the completed evaluation is approved for processing for payment.

**4.1.4.10** PC&A will track and report receipt of all initial eligibility applications and assignments, completions, and payments to all members of the IPN, completed evaluations by the IPN, and payments to the IPN.

**4.1.4.11** PC&A shall help BMS to ensure that the IPN has the statewide coverage necessary to complete evaluations in the required timeframes.

**4.1.4.12** PC&A will ensure a WV Licensed Psychologist is provided for determining eligibility for I/DD Waiver.

**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.

**4.1.5.7** PC&A shall ensure a WV Registered Nurse and a WV licensed psychologist are provided to determine eligibility for levels of care for the CDCSP.

#### **4.1.6 CSED WAIVER ELIGIBILITY**

**4.1.6.1** PC&A shall be responsible for the initial determination of medical eligibility within forty-five (45) calendar days of a completed initial application request and will notify BMS or contracted agent in writing of all determinations.

**4.1.6.2** PC&A shall be responsible for annual re-determination of medical eligibility of members prior to each member's annual anchor date and will notify BMS and the CSED Waiver Utilization Management Contractor(UMC) 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 Plan of Care.

**4.1.6.3** PC&A shall be responsible for the development and coordination of the Independent Evaluator Network (IEN), to ensure completion of the Independent Evaluation (IE) assessments to determine initial medical eligibility for the CSED Waiver program and second medical evaluations as requested by BMS.

**4.1.6.4** PC&A shall recruit, train, and approve WV Licensed Psychologists, WV Licensed Professional Counselors, and WV Licensed Independent Clinical Social Workers throughout the state to conduct CSED Waiver evaluations, including monitoring the accuracy of their reports and providing necessary re-education.





- 4.1.6.5 PC&A in cooperation with the BMS CSED Waiver UMC shall provide quarterly clinical reviews of evaluation reports as needed. The type, scope, and frequency shall be outlined in the Quality Performance Measures as developed by BMS and approved by CMS in the CSED Waiver Application.
- 4.1.6.6 PC&A will coordinate with the BMS CSED Waiver UMC to ensure accurate reporting of quarterly data pertaining to evaluations completed, timelines, eligibility decisions and hearings.
- 4.1.6.7 PC&A will be responsible for monitoring the IEN to ensure the initial request for evaluation is completed within fourteen (14) calendar days.
- 4.1.6.8 PC&A will be responsible for communicating to the UMC that the completed evaluation is approved for processing for payment.
- 4.1.6.9 PC&A will track and report receipt of all initial eligibility applications and assignments, completed evaluations by the IEN and eligibility decisions.
- 4.1.6.10 PC&A shall ensure that the IEN has the statewide coverage necessary to complete evaluations in the required timeframes.
- 4.1.6.11 PC&A shall ensure a WV Licensed Psychologist, West Virginia Licensed Professional Counselor or Licensed Independent Clinical Social Worker is provided for evaluating applicants for CSED Waiver. **[Clarification: Addendum 1 indicates individuals are provided for evaluating applicants for CSED Waiver. The Change Log indicates individuals are provided for determining eligibility. Eligibility is determined by the MECA. The above listed professionals perform the evaluations utilized by the MECA in determining eligibility for CSED Waiver.]**

#### 4.1.7 ADDITIONAL SERVICES:

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





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#### 4.1.8 OPTIONAL SERVICES:

- 4.1.8.1** PC&A will be responsible for arranging an evaluation in situations when an assessment is court ordered, when an IPN member is unavailable, or when requested by the Bureau for Medical Services. In those situations, PC&A will recruit, train, and assure access for an independent evaluation. PC&A assures that the identified psychologist selected to participate in this type of evaluation shall agree to utilize the same assessment tools and submit the IE in the format as required by the independent psychologist network. PC&A understands that optional services shall be bid as an all-inclusive hourly rate and shall require Bureau approval of a Statement of Work (SOW) and submission of a related Cost Estimate. **[Clarification: IE may be completed by psychologists, LPCs, or LICSWs. The submitted IE shall be in the same format as required by the independent evaluator network. Non-Medicaid applicants' evaluations are reimbursed with Pass Through Monies that are then invoiced by PC&A to BMS.]**



## GENERAL TERMS AND CONDITIONS:

**1. CONTRACTUAL AGREEMENT:** Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

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

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

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

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

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

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

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

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

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

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

Revised 8/24/2023



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

**Term Contract**

**Initial Contract Term:** The Initial Contract Term will be for a period of one (1) year. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as \_\_\_\_\_), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

**Renewal Term:** This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to 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 the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

**Alternate Renewal Term** – This contract may be renewed for successive \_\_\_\_\_ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

**Delivery Order Limitations:** In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

**Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within \_\_\_\_\_ days.

Revised 8/24/2023

**Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within \_\_\_\_\_ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that:

the contract will continue for \_\_\_\_\_ years;

the contract may be renewed for \_\_\_\_\_ successive \_\_\_\_\_ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's Office (Attorney General approval is as to form only).

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

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

**Other:** Contract Term specified in \_\_\_\_\_

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

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

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

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

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

Revised 8/24/2023



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

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

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

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

**LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

WV Licensed Psychologists

WV Licensed Registered Nurse

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

Revised 8/24/2023





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

Vendor must maintain:

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

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

**Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: \$1,000,000.00 per occurrence. Notwithstanding the forgoing, Vendor's arc not required to list the State as an additional insured for this type of policy.

**Commercial Crime and Third Party Fidelity Insurance** in an amount of: \_\_\_\_\_ per occurrence.

**Cyber Liability Insurance** in an amount of: \$1,000,000.00 per occurrence.

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

**Pollution Insurance** in an amount of: \_\_\_\_\_ per occurrence.

**Aircraft Liability** in an amount of: \_\_\_\_\_ per occurrence.

Revised 8/24/2023



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

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

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

\_\_\_\_\_ for \_\_\_\_\_

Liquidated Damages Contained in the Specifications.

Liquidated Damages Are Not Included in this Contract.

**12. ACCEPTANCE:** Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

**13. PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

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

**15. PAYMENT METHODS:** Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

**16. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

Revised 8/24/2023

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

**18. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

**19. CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

**20. TIME:** Time is of the essence regarding all matters of time and performance in this Contract.

**21. APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code, or West Virginia Code of State Rules is void and of no effect.

**22. COMPLIANCE WITH LAWS:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

**SUBCONTRACTOR COMPLIANCE:** Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

**23. ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

Revised 8/24/2023



**24. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

**25. WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

**26. SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

**27. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

**28. WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

**29. STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

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

Revised 8/24/2023



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

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

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

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

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

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

**34. VENDOR NON-CONFLICT:** Neither Vendor nor its representatives are permitted to have any interest, nor shall they acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

Revised 8/24/2023



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

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

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

**37. NO DEBT CERTIFICATION:** In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming that (1) for construction contracts, the Vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

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

Revised 8/24/2023



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

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

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

**40. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

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

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

Revised 8/24/2023



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

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

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

**43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE:** W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the Vendor must submit to the Agency a disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

Revised 8/24/2023





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

(Printed Name and Title) Kerri Linton, MA, Project Director

(Address) 202 Glass Drive, Cross Lanes, WV 25313

(Phone Number) / (Fax Number) Phone: 304-776-7230 Fax: 304-776-7247

(email address) klinton@pcasolutions.com

**CERTIFICATION AND SIGNATURE:** By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation/Contract for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; that I am authorized by the Vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on Vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

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

Psychological Consultation & Assessment, Inc.

(Company) 

(Signature of Authorized Representative)  
Kerri Linton, MA, Project Director 11/08/23

(Printed Name and Title of Authorized Representative) (Date)  
Phone: 304-776-7230 Fax: 304-776-7247

(Phone Number) (Fax Number)  
klinton@pcasolutions.com

(Email Address)

Revised 8/24/2023



**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: BMS240000001**

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

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

**Addendum Numbers Received:**

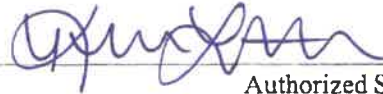
(Check the box next to each addendum received)

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6  |
| <input type="checkbox"/> Addendum No. 2            | <input type="checkbox"/> Addendum No. 7  |
| <input type="checkbox"/> Addendum No. 3            | <input type="checkbox"/> Addendum No. 8  |
| <input type="checkbox"/> Addendum No. 4            | <input type="checkbox"/> Addendum No. 9  |
| <input type="checkbox"/> Addendum No. 5            | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Psychological Consultation & Assessment, Inc.

Company



Authorized Signature

11/8/23

Date

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

Revised 6/8/2012





# ATTACHMENT D



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

State of West Virginia  
 Centralized Request for Quote  
 Consulting

**Proc Folder:** 1244449  
**Doc Description:** PSYCHOLOGICAL CONSULTANT SERVICES

**Reason for Modification:**

**Proc Type:** Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2023-10-23	2023-11-15 13:30	CRFQ 0511 BMS2400000001	1

**BID RECEIVING LOCATION**

BID CLERK  
 DEPARTMENT OF ADMINISTRATION  
 PURCHASING DIVISION  
 2019 WASHINGTON ST E  
 CHARLESTON WV 25305  
 US

**VENDOR**

**Vendor Customer Code:** 000000209927

**Vendor Name :** Psychological Consultation & Assessment, Inc.

**Address :**

**Street :** 202 Glass Drive

**City :** Cross Lanes

**State :** WV

**Country :** USA

**Zip :** 25313

**Principal Contact :** Kerri Linton, MA

**Vendor Contact Phone:** 304-776-7230

**Extension:** 4

**FOR INFORMATION CONTACT THE BUYER**

Crystal G Hustead  
 (304) 558-2402  
 crystal.g.hustead@wv.gov

**Vendor Signature X**

**FEIN#**

**DATE**

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

**ADDITIONAL INFORMATION**

STATE OF WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, WEST VIRGINIA DEPARTMENT OF HEALTH AND HUMAN RESOURCES, BUREAU FOR MEDICAL SERVICES, IS SOLICITING BIDS TO ESTABLISH AN OPEN-END CONTRACT FOR PSYCHOLOGICAL CONSULT SERVICES PER THE ATTACHED DOCUMENTS.

\*\*\*QUESTIONS REGARDING THE SOLICITATION MUST BE SUBMITTED IN WRITING TO CRYSTAL.G.HUSTEAD@WV.GOV PRIOR TO THE QUESTION PERIOD DEADLINE CONTAINED IN THE INSTRUCTIONS TO VENDORS SUBMITTING BIDS\*\*\*

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON US	WV	HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Start-up Costs				\$0

Comm Code	Manufacturer	Specification	Model #
85121608			

**Extended Description:**  
Start-up Costs  
07/01/2024-08/31/2024

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON US	WV	HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Year 1: Vendor Administrative Operation Requirements				\$511,693

Comm Code	Manufacturer	Specification	Model #
85121608			

**Extended Description:**  
Program: 4.1.1.1 - 4.1.1.14.1 Vendor Administrative Operation Requirements  
Yone: 09/01/2024-06/30/2025

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON US	WV	HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Year 1: ICF/IID Program Eligibility				\$125,347

Comm Code	Manufacturer	Specification	Model #
85121608			

**Extended Description:**  
Program: 4.1.2.1 - 4.1.2.6- ICF/IID Program Eligibility  
Year one: 09/01/2024-06/30/2025

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON US	WV	HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Year 1: PASSR Program Eligibility Level II				\$70,745

Comm Code	Manufacturer	Specification	Model #
85121608			

**Extended Description:**  
Program: 4.1.3.1 - 4.1.3.6- PASSR Program Eligibility Level II  
Year one: 09/01/2024-06/30/2025

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON US	WW	HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON US	WW

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Year 1: I/DD Waiver Eligibility				\$189,032

Comm Code	Manufacturer	Specification	Model #
85121608			

**Extended Description:**  
Program: 4.1.4.1 - 4.1.4.12 -I/DD Waiver Eligibility  
Year one: 09/01/2024-06/30/2025

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON US	WW	HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON US	WW

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Year 1: CDCSP Waiver Eligibility				\$34,584

Comm Code	Manufacturer	Specification	Model #
85121608			

**Extended Description:**  
Program: 4.1.5.1 - 4.1.5.7 -CDCSP Waiver Eligibility  
Year one: 09/01/2024-06/30/2025

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON US	WW	HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON US	WW

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	Year 1: CSED Waiver Eligibility				\$197,355

Comm Code	Manufacturer	Specification	Model #
85121608			

**Extended Description:**  
Program: 4.1.6.1 - 4.1.6.11 -CSED Waiver Eligibility  
Year one: 09/01/2024-06/30/2025

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON US	WW	HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON US	WW

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	Year 1: Additional Services	20	HOUR	\$175	\$3500

Comm Code	Manufacturer	Specification	Model #
85121608			

**Extended Description:**  
Program: 4.1.7.1 -Additional Services  
Year one: 09/01/2024-06/30/2025  
(Enter Cost Per Hour X 20 estimated Hours)



INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON US	WW	HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON US	WW

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
9	Year 1: Optional Services				\$0

Comm Code	Manufacturer	Specification	Model #
85121608			

**Extended Description:**  
Program: 4.1.8.1 -Optional Services  
Year one: 09/01/2024-06/30/2025

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON US	WW	HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON US	WW

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
10	Year 1: Pass Through Charges				\$0

Comm Code	Manufacturer	Specification	Model #
85121608			

**Extended Description:**  
Program: 4.1.4.8-Pass through charges  
Year one: 09/01/2024-06/30/2025

INVOICE TO			SHIP TO		
HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US			HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
11	Year 1: Ad Hoc Reporting	20	HOUR	\$105	\$2100

Comm Code	Manufacturer	Specification	Model #
85121608			

**Extended Description:**  
 Program: 4.1.1.15-Ad Hoc Reporting  
 Year one: 09/01/2024-06/30/2025  
 (Enter Cost Per Hour X 20 estimated Hours)

INVOICE TO			SHIP TO		
HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US			HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
12	Year 2: Vendor Administrative Operation Requirements				\$626,312

Comm Code	Manufacturer	Specification	Model #
85121608			

**Extended Description:**  
 Program: 4.1.1.1 - 4.1.1.14.1 Vendor Administrative Operation Requirements  
 Year two: 07/01/2025-06/30/2026

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON US	WV	HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
13	Year 2: ICF/IID Program Eligibility				\$153,425

Comm Code	Manufacturer	Specification	Model #
85121608			

**Extended Description:**  
Program: 4.1.2.1 - 4.1.2.6- ICF/IID Program Eligibility  
Year two: 07/01/2025-06/30/2026

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON US	WV	HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
14	Year 2: PASSR Program Eligibility Level II				\$84,894

Comm Code	Manufacturer	Specification	Model #
85121608			

**Extended Description:**  
Program: 4.1.3.1 - 4.1.3.6- PASSR Program Eligibility Level II  
Year two: 07/01/2025-06/30/2026

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON US	WW	HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON US	WW

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
15	Year 2: I/DD Waiver Eligibility				\$231,375

Comm Code	Manufacturer	Specification	Model #
85121608			

**Extended Description:**  
Program: 4.1.4.1 - 4.1.4.12-I/DD Waiver Eligibility  
Year two: 07/01/2025-06/30/2026

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON US	WW	HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON US	WW

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
16	Year 2: CDCSP Waiver Eligibility				\$41,501

Comm Code	Manufacturer	Specification	Model #
85121608			

**Extended Description:**  
Program: 4.1.5.1 - 4.1.5.7-CDCSP Waiver Eligibility  
Year two: 07/01/2025-06/30/2026

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON US	WW	HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON US	WW

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
17	Year 2: CSED Waiver Eligibility				\$236,826

Comm Code	Manufacturer	Specification	Model #
85121608			

**Extended Description:**  
Program: 4.1.6.1 - 4.1.6.11-CSED Waiver Eligibility  
Year two: 07/01/2025-06/30/2026

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON US	WW	HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON US	WW

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
18	Year 2: Additional Services	20	HOUR	\$180	\$3600

Comm Code	Manufacturer	Specification	Model #
85121608			

**Extended Description:**  
Program: 4.1.7.1-Additional Services  
Year two: 07/01/2025-06/30/2026  
(Enter Cost Per Hour X 20 estimated Hours)

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON US	WW	HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON US	WW

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
19	Year 2: Optional Services				\$0

Comm Code	Manufacturer	Specification	Model #
85121608			

**Extended Description:**  
Program: 4.1.8.1-Optional Services  
Year two: 07/01/2025-06/30/2026

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON US	WW	HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON US	WW

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
20	Year 2: Pass Through Charges				\$0

Comm Code	Manufacturer	Specification	Model #
85121608			

**Extended Description:**  
Program: 4.1.4.8-Pass through charges  
Year two: 07/01/2025-06/30/2026

INVOICE TO			SHIP TO		
HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US			HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
21	Year 2: Ad Hoc Reporting	20	HOUR	\$110	\$2200

Comm Code	Manufacturer	Specification	Model #
85121608			

**Extended Description:**

Program: 4.1.1.15-Ad Hoc Reporting  
Year two: 07/01/2025-06/30/2026  
(Enter Cost Per Hour X 20 estimated Hours)

INVOICE TO			SHIP TO		
HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US			HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
22	Year 3: Vendor Administrative Operation Requirements				\$638,839

Comm Code	Manufacturer	Specification	Model #
85121608			

**Extended Description:**

Program: 4.1.1.1 - 4.1.1.14.1 Vendor Administrative Operation Requirements  
Year three: 07/01/2026-06/30/2027

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON US	WW	HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON US	WW

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
23	Year 3: ICF/IID Program Eligibility				\$156,494

Comm Code	Manufacturer	Specification	Model #
85121608			

**Extended Description:**  
Program: 4.1.2.1 - 4.1.2.6 - ICF/IID Program Eligibility  
Year three: 07/01/2026-06/30/2027

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON US	WW	HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON US	WW

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
24	Year 3: PASSR Program Eligibility Level II				\$84,894

Comm Code	Manufacturer	Specification	Model #
85121608			

**Extended Description:**  
Program: 4.1.3.1 - 4.1.3.6- PASSR Program Eligibility Level II  
Year three: 07/01/2026-06/30/2027



INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON US	WW	HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON US	WW

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
25	Year 3: I/DD Waiver Eligibility				\$236,003

Comm Code	Manufacturer	Specification	Model #
85121608			

**Extended Description:**  
Program: 4.1.4.1 - 4.1.4.12-I/DD Waiver Eligibility  
Year three: 07/01/2026-06/30/2027

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON US	WW	HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON US	WW

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
26	Year 3: CDCSP Waiver Eligibility				\$41,501

Comm Code	Manufacturer	Specification	Model #
85121608			

**Extended Description:**  
Program: 4.1.5.1 - 4.1.5.7 -CDCSP Waiver Eligibility  
Year three: 07/01/2026-06/30/2027

INVOICE TO			SHIP TO		
HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US			HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
27	Year 3: CSED Waiver Eligibility				\$236,826

Comm Code	Manufacturer	Specification	Model #
85121608			

**Extended Description:**  
Program: 4.1.6.1 - 4.1.6.11-CSED Waiver Eligibility  
Year three: 07/01/2026-06/30/2027

INVOICE TO			SHIP TO		
HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US			HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
28	Year 3: Additional Services	20	HOUR	\$185	\$3700

Comm Code	Manufacturer	Specification	Model #
85121608			

**Extended Description:**  
Program: 4.1.7.1-Additional Services  
Year three: 07/01/2026-06/30/2027  
(Enter Cost Per Hour X 20 estimated Hours)

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON US	WW	HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON US	WW

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
29	Year 3: Optional Services				\$0

Comm Code	Manufacturer	Specification	Model #
85121608			

**Extended Description:**  
Program: 4.1.8.1-Optional Services  
Year three: 07/01/2026-06/30/2027

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON US	WW	HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON US	WW

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
30	Year 3: Pass Through Charges				\$0

Comm Code	Manufacturer	Specification	Model #
85121608			

**Extended Description:**  
Program: 4.1.4.8-Pass through charges  
Year three: 07/01/2026-06/30/2027

INVOICE TO			SHIP TO		
HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US			HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
31	Year 3: Ad Hoc Reporting	20	HOUR	\$115	\$2300

Comm Code	Manufacturer	Specification	Model #
85121608			

**Extended Description:**  
Program: 4.1.1.15-Ad Hoc Reporting  
Year three: 07/01/2026-06/30/2027  
(Enter Cost Per Hour X 20 estimated Hours)

INVOICE TO			SHIP TO		
HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US			HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
32	Year 4: Vendor Administrative Operation Requirements				\$664,392

Comm Code	Manufacturer	Specification	Model #
85121608			

**Extended Description:**  
Program: 4.1.1.1 - 4.1.1.14.1 Vendor Administrative Operation Requirements  
Year four: 07/01/2027-06/30/2028

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
33	Year 4: ICF/IID Program Eligibility				\$162,754

Comm Code	Manufacturer	Specification	Model #
85121608			

**Extended Description:**  
Program: 4.1.2.1 - 4.1.2.6- ICF/IID Program Eligibility  
Year four: 07/01/2027-06/30/2028

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
34	Year 4: PASSR Program Eligibility Level II				\$88,290

Comm Code	Manufacturer	Specification	Model #
85121608			

**Extended Description:**  
Program: 4.1.3.1 - 4.1.3.6- PASSR Program Eligibility Level II  
Year four: 07/01/2027-06/30/2028

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON US	WV	HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
35	Year 4: I/DD Waiver Eligibility				\$245,443

Comm Code	Manufacturer	Specification	Model #
85121608			

**Extended Description:**  
Program: 4.1.4.1 - 4.1.4.12-I/DD Waiver Eligibility  
Year four: 07/01/2027-06/30/2028

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON US	WV	HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
36	Year 4: CDCSP Waiver Eligibility				\$43,161

Comm Code	Manufacturer	Specification	Model #
85121608			

**Extended Description:**  
Program: 4.1.5.1 - 4.1.5.7-CDCSP Waiver Eligibility  
Year four: 07/01/2027-06/30/2028

INVOICE TO			SHIP TO		
HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US			HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
37	Year 4: CSED Waiver Eligibility				\$246,299

Comm Code	Manufacturer	Specification	Model #
85121608			

**Extended Description:**  
Program: 4.1.6.1 - 4.1.6.11-CSED Waiver Eligibility  
Year four: 07/01/2027-06/30/2028

INVOICE TO			SHIP TO		
HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV			HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
38	Year 4: Additional Services	20	HOUR	\$190	\$3800

Comm Code	Manufacturer	Specification	Model #
85121608			

**Extended Description:**  
Program: 4.1.7.1 -Additional Services  
Year four: 07/01/2027-06/30/2028  
(Enter Cost Per Hour X 20 estimated Hours)

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON US	WV	HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
39	Year 4: Optional Services				\$0

Comm Code	Manufacturer	Specification	Model #
85121608			

**Extended Description:**  
Program: 4.1.8.1 Optional Services  
Year four: 07/01/2027-06/30/2028

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON US	WV	HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
40	Year 4: Pass Through Charges				\$0

Comm Code	Manufacturer	Specification	Model #
85121608			

**Extended Description:**  
Program: 4.1.4.8-Pass through charges  
Year four: 07/01/2027-06/30/2028



INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON US	WW	HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON US	WW

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
41	Year 4: Ad Hoc Reporting	20	HOUR	\$120	\$2400

Comm Code	Manufacturer	Specification	Model #
85121608			

**Extended Description:**  
Program: 4.1.1.15-Ad Hoc Reporting  
Year four: 07/01/2027-06/30/2028  
(Enter Cost Per Hour X 20 estimated Hours)

**SCHEDULE OF EVENTS**

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	VENDOR QUESTION DEADLINE	2023-10-30

	Document Phase	Document Description	Page 23
BMS240000001	Final	PSYCHOLOGICAL CONSULTANT SERVICES	

**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

**REQUEST FOR QUOTATION  
CRFQ BMS240000001  
Psychological Consultant Services**

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**Appendix 1: Service Level Agreements (SLAs)**

*Because performance failures by the Vendor may cause the Agency to incur additional administrative costs, the Agency may assess service level agreement penalties against the Vendor pursuant to this section, and deduct the amount of the penalties from any payments due the Vendor. Unless specified otherwise, the Agency may give written notice to the Vendor of the failure that might result in the assessment of penalties and the proposed amount of the penalties. The Vendor shall have thirty (30) calendar days from the date of the notice in which to dispute The Agency's determination.*

Reference Section	Requirement	Penalty
Full Contract	Full Contract	Failure to provide any deliverable under this procurement within the defined timeframes, unless an extension is mutually agreed upon between parties, shall result in a \$500.00 per calendar day service level agreement deduction/penalty until the satisfactory fulfillment of the deliverable.

Revised 12/12/2017





# ATTACHMENT E

# State of West Virginia

## 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, 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; or,
- 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.

**8. Application is made for reciprocal preference.**

- Bidder is a West Virginia resident and is requesting reciprocal preference to the extent that it applies.

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

Signed: 

11/8/23

Date:

Title: Kerri Linton, Owner

\*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.

## VOASISMAIL: VSS CHANGES SUBMITTED

1 message

NOTIFICATIONS@wvoasis.gov <NOTIFICATIONS@wvoasis.gov>  
To: KLINTON@pcasolutions.com

Wed, Dec 7, 2022 at 2:46 PM

Kerri Linton:

This correspondence is to notify you that changes have been submitted to your Vendor account using the wvOASIS VSS system.

Please review the information below to verify that the changes submitted are correct and complete.

Business Type Name: Old : New : Small Business  
Status: Old : New : Requested  
Certification Start Date: Old : New : 2022-12-07  
Vendor/Customer: Old : New : 000000209927  
Business Type Name: Old : New : Women-Owned Business  
Status: Old : New : Requested  
Certification Start Date: Old : New : 2022-12-07  
Vendor/Customer: Old : New : 000000209927

If you have questions, please contact the wvOASIS Help Desk toll free at 855-666-8823.



MARK D. SCOTT  
CABINET SECRETARY

STATE OF WEST VIRGINIA  
DEPARTMENT OF ADMINISTRATION  
PURCHASING DIVISION

W. MICHAEL SHEETS  
DIRECTOR

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

August 9, 2022

TO WHOM IT MAY CONCERN :

This is to confirm receipt of your Disclosure of Information and vender registration fee, completing your entity's registration process with the West Virginia Purchasing Division. Your completion of both requirements with the Vendor Registration program enables you to receive orders from State of West Virginia agencies. The registration with the Purchasing Division for PSYCHOLOGICAL CONSULTATION & ASSESSMENT INC wvOASIS vendor # 000000209927, is valid until 9/6/2024.

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

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

Sincerely,

Terra Oliver  
Vendor Registration Coordinator

## 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/agencvli.htm](http://www.state.wv.us/admin/purchase/vrc/agencvli.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 a named as an adverse party.

#### 4. Addendum Administration.

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

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

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

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

- a. **Retention of Ownership.** Ownership of the PHI resides with the Agency and is to be returned on demand or destroyed at the Agency's option, at any time, and subject to the restrictions found within section 4.b. above.
- b. **Secondary PHI.** Any data or PHI generated from the PHI disclosed hereunder which would permit identification of an individual must be held confidential and is also the property of Agency.
- 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:


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

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

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

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

Name of Associate: Psychological Consultation & Assessment, Inc.

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

Title: Owner, Project Director

Date: 11/8/23

Form - WVBA-012004  
Amended 06.28.2013

APPROVED AS TO FORM THIS 26<sup>th</sup>  
DAY OF Jan . 20 11

BY  \_\_\_\_\_  
Patrick Morrissey  
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 & Assessment, Inc.

Name of Agency: DHHR/BMS

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

Member & Provider Claims & demographics.



West Virginia Ethics Commission  
**Disclosure of Interested Parties to Contracts**

(Required by W. Va. Code § 6D-1-2)

Name of Contracting Business Entity: Psychological Consultation & Assessment, Inc.

Address: 202 Glass Drive, Cross Lanes, WV 25313

Name of Authorized Agent: Kerri Linton, MA Address: SAA

Contract Number: BMS2400000001 Contract Description: Psychological Consultant Services

Governmental agency awarding contract: Bureau for Medical Services

Check here if this is a Supplemental Disclosure

List the Names of Interested Parties to the contract which are known or reasonably anticipated by the contracting business entity for each category below (attach additional pages if necessary):

**1. Subcontractors or other entities performing work or service under the Contract**

Check here if none, otherwise list entity/individual names below.

**2. Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities)**

Check here if none, otherwise list entity/individual names below.

**3. Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract)**

Check here if none, otherwise list entity/individual names below.

Signature: [Handwritten Signature] Date Signed: 11/7/23

**Notary Verification**

State of West Virginia, County of Kanawha:

I, Kerri Linton, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledge that the Disclosure herein is being made under oath and under the penalty of perjury.

Taken, sworn to and subscribed before me this 7<sup>th</sup> day of Nov, 2023

[Handwritten Signature]  
Notary Public's Signature

**To be completed by State Agency:**

Date Received by state agency: \_\_\_\_\_

submitted to Ethics Commission: \_\_\_\_\_

Governmental agency submitting Disclosure: \_\_\_\_\_



Revised April 1, 2022

# 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 Named Insured:

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

Additional Named Insureds:

RICHARD L. WORKMAN, MA  
LINDA O. WORKMAN, MA  
KERRI LINTON, MA  
KRISTEN M. BLANKS, MA  
CHARLEY BOWEN, MA  
JORDAN T. MITCHELL, MA

Type of Work Covered: PROFESSIONAL PSYCHOLOGIST

Location of Operations: N/A

(\* If different than address listed above)

Claim History: None

Retroactive date is 07/01/2002

Coverages	Policy Number	Effective Date	Expiration Date	Limits of Liability
PROFESSIONAL/ LIABILITY	5011-7995	7/01/2023	7/01/2024	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. 1 ADDL.INS.BELOW:  
BUREAU FOR MEDICAL SERVICES  
350 CAPTIOL ST.  
CHARLESTON WV 25301

This Certificate Issued to:

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

CROSS LANES WV 25313

APA 00138 00 (06/2014)



Authorized Representative

5/18/23 - A

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

**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:

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

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

RICHARD L. WORKMAN, MA  
LINDA O. WORKMAN, MA  
KERRI LINTON, MA  
KRISTEN M. BLANKS, MA  
CHARLEY BOWEN, MA  
JORDAN T. MITCHELL, MA

TYPE OF ORG: CORPORATION

ITEM 2. ADDITIONAL INSURED:  
BUREAU FOR MEDICAL  
SERVICES  
350 CAPTIOL ST.  
CHARLESTON, WV 25301

ITEM 3. POLICY PERIOD: FROM: 07/01/23 TO: 07/01/24  
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	6	342.00	2,035.00	CRED
DEFENSE LIMIT			.00	
CHARGE FOR CORPORATION	1	456.00	456.00	
ADDITIONAL INSURED	1		50.00	
WEST VIRGINIA SURCHARGE	1		12.61	
CREDITS/DEBITS APPLIED			-249.00	
TOTAL PREMIUM:			2,304.61	

ITEM 6. RETROACTIVE DATE: 07/01/02

ITEM 7. EXTENDED REPORTING PERIOD

ADDITIONAL PREMIUM (if exercised): \$ 4,033.06 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  
Page 213



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/06/2023

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

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

<b>PRODUCER</b> Payne And Garlow Insurance Inc.* 3744 Teays Valley Road Suite 101 Hurricane WV 25526		<b>CONTACT NAME:</b> Jackie Fitch <b>PHONE (A/C No, Ext):</b> (304)347-8972 <b>FAX (A/C No):</b> (304)757-6894 <b>E-MAIL ADDRESS:</b> jackie@garlowinsurance.com	
<b>INSURED</b> Psychological Consultation Assessment Inc 202 Glass Drive Cross Lanes WV 25313-1319		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Erie Ins Prop & Cas Co <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
		<b>NAIC #</b> 26830	

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		Q61-0334948	10/31/2023	10/31/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		Q02-5730260	02/07/2023	02/07/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		Q31-7870023	07/28/2023	07/28/2024	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/> N / A	Q91-7800177	07/28/2023	07/28/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Cyber Liability		Q61-0334948	10/31/2023	10/31/2024	\$10,000 Deductible \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

Bureau for Medical Services  
 350 Capitol Street Room 251

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

AUTHORIZED REPRESENTATIVE

*Jackie Fitch*

Charleston

WV 25301

Fax:

Email:

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ACORD 25 (2016/03)

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## **FEDERAL FUNDS ADDENDUM**

2 C.F.R. §§ 200.317 – 200.327

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

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

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

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

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

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

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

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

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

## FEDERAL FUNDS ADDENDUM

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

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

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

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

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

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

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

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

c. Definitions: For purposes of this section:

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

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

**3. BREACH OF CONTRACT REMEDIES AND PENALTIES:**

(2 C.F.R. § 200.327 and Appendix II)

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

**4. TERMINATION FOR CAUSE AND CONVENIENCE:**

(2 C.F.R. § 200.327 and Appendix II)

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

**5. EQUAL EMPLOYMENT OPPORTUNITY:**

(2 C.F.R. § 200.327 and Appendix II)

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

### **13. PROCUREMENT OF RECOVERED MATERIALS**

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

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

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

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

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

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

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

State of West Virginia  
Purchasing Division

Vendor Name:

By: \_\_\_\_\_

By: Psychological Consultation & Assessment, Inc.

Printed Name: \_\_\_\_\_

Printed Name: Kerri Linton, MA

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

Title: Owner, Project Director

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

Date: 11/8/23

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

W. Va. CSR § 148-1-5

*Rev. 4/5/2022*

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

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

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

5.2. Contract Cancellation.

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

5.2.1.a. The vendor agrees to the cancellation;

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

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

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

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

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

5.2.1.g. The contract was awarded in error.

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

Rev. 4/5/2022

the vendor with 30 days' notice of the cancellation.

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

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

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

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

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

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

5.4. Suspension.

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

*Rev. 4/5/2022*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

*Rev. 4/5/2022*



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

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

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

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

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

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

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

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

#### 5.6. Damages.

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

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

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

#### Credits

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

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

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

**End of Document**

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

Prevailing Wage Determination

– Not Applicable Because Contract Not for Construction

– Federal Prevailing Wage Determination on Next Page