



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

Request for Quotation

RFQ NUMBER

BMS90002

PAGE

1

ADDRESS CORRESPONDENCE TO ATTENTION OF

ROBERTA WAGNER
304-558-0067

RFQ COPY

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HEALTH AND HUMAN RESOURCES
BUREAU FOR MEDICAL SERVICES
ROOM 251
350 CAPITOL STREET
CHARLESTON, WV
25301-3709 304-558-1737

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
05/07/2008				

BID OPENING DATE:

06/05/2008

BID OPENING TIME

01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	YR		961-20		
PSYCHOLOGICAL CONSULTING SERVICES						
TO OBTAIN THE SERVICES OF A QUALIFIED VENDOR TO PROVIDE PSYCHOLOGICAL SERVICES FOR THE BUREAU OF MEDICAL SERVICES PER THE ATTACHED SPECIFICATIONS.						
EXHIBIT 3						
LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.						
UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.						
RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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**GENERAL TERMS & CONDITIONS
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
14. **HIPAA Business Associate Addendum** - The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications.

SIGNED BID TO:

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



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<p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 04/11/2001</p> <p>INQUIRIES: WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON 5/20/2008. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR E-MAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, E-MAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO: ROBERTA WAGNER DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25311 FAX: 304-558-4115 E-MAIL: ROBERTA.A.WAGNER@WV.GOV						
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). A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED: () BIDDER IS AN INDIVIDUAL RESIDENT VENDOR AND HAS RESIDED CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR () BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD-QUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING						

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THE DATE OF THIS CERTIFICATION; OR 80% OF THE OWNERSHIP INTEREST OF BIDDER IS HELD BY ANOTHER INDIVIDUAL, PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR WHO 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 CORPORATION 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.						
B. APPLICATION IS MADE FOR 2.5% 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						
() BIDDER IS A NONRESIDENT VENDOR EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS OR IS A NONRESIDENT VENDOR WITH AN AFFILIATE OR SUBSIDIARY WHICH MAINTAINS ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES OR BIDDERS' AFFILIATE'S OR SUBSIDIARY'S EMPLOYEES ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO						

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VENDOR

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YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID.						
BIDDER UNDERSTANDS IF THE SECRETARY OF TAX & 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 ISSUED; 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 TAX AND 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.						
UNDER PENALTY OF LAW FOR FALSE SWEARING (WEST VIRGINIA CODE 61-5-3), 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: -----						
DATE: -----						

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LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>SIGNED: -----</p> <p>TITLE: -----</p> <p>* CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S) IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU ARE ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMUM 5% PREFERENCE FOR BOTH "A" AND "B". (REV. 12/00)</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>PLEASE NOTE: A CONVENIENCE COPY WOULD BE APPRECIATED.</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER:-----RW/FILE 22-----</p> <p>RFQ. NO.:-----BMS90002-----</p> <p>BID OPENING DATE:-----6/5/2008-----</p>						

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LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
BID OPENING TIME:-----1:30 PM-----						
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						

CONTACT PERSON (PLEASE PRINT CLEARLY):						

***** THIS IS THE END OF RFQ BMS90002 ***** TOTAL: _____						

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**REQUEST FOR QUOTATIONS
BMS90002**

8

PART 1 GENERAL INFORMATION, TERMS AND CONDITIONS

1.1 Purpose:

The Department of Health and Human Resources, Bureau for Medical Services (BMS) is soliciting for a vendor to provide psychological consulting services.

1.2 Project:

The purpose of the project is to acquire psychological consulting services to assist the Bureau in managing the provision of Medicaid services to applicants and recipients in the areas of behavioral health, Nursing Facility, Intermediate Care Facility/Mentally Retarded (ICF/MR) care, the Mentally Retarded/Developmentally Disabled (MR/DD) Waiver Program, Children with Disabilities Community Service Program (CDCSP) and residential psychiatric care.

PART 2 PROCUREMENT SPECIFICATIONS

2.1 Mandatory Requirements:

2.1.1 Vendor must have a minimum of five (5) years experience and demonstrated knowledge in determining eligibility for levels of care for ICF-MR including ICF-MR facilities, and MR/DD Waiver; and in conducting Pre-admission Screening and Resident Reviews (PASRR) Level II evaluations for individuals entering a Nursing Facility.

2.1.2. Vendor shall provide a Licensed Psychologist for determining eligibility for levels of care for ICF/MR, MR/DD waiver and in conducting Pre-admission Screening and Residential Reviews (PASRR) Level II evaluations.

2.1.3 Vendor must have demonstrated experience and knowledge in determining Level of Care reviews for CDCSP ICF MR Facilities, Nursing Facilities, Acute Care Hospitals, and Psychiatric Residential Treatment Facilities level of care.

2.1.4 Vendor shall provide a Licensed Psychologist for determining eligibility for levels of care for CDCSP ICF/MR facilities, and psychiatric facilities.

2.1.5 Vendor shall provide a Registered Nurse for determining eligibility for levels of care for CDCSP, Nursing Facilities and Acute Care Hospitals.

2.1.6 Vendor must be experienced and knowledgeable of the state, federal and local Medicaid rules and regulations in relationship to ICF/MR Facilities, Title XIX MR/DD Home and Community Based Waiver Services, CDCSP, Psychiatric Residential Facilities and Nursing Facilities/Level I and Level II.

2.2 Scope of Work:

2.2.1 Vendor shall be required to:

2.2.1.1 Conduct an independent review for Pre-Admission Screening Resident Reviews (PASRR) Level II evaluations for individuals who may need nursing level of care and trigger Level II evaluations.

2.2.1.2 Conduct an initial and annual re-determination of medical eligibility for members who apply or participate in the Title XIX MR/DD Home and Community Based Waiver Program and ICF-MR facilities.

2.2.1.3 Conduct an initial and annual re-determination of medical eligibility for children who apply or participate in the CDCSP Program. Eligibility for Children with Disabilities Community Services Program (CDCSP) includes levels of care for ICF-MR, Nursing Facility, Psychiatric Facility, and Acute Care Hospital.

2.2.1.4 In the medical eligibility process, the vendor's role is:

2.2.1.4.1 To ensure determination of required medical eligibility for the MR/DD Waiver Program, CDCSP Program, ICF-MR Facilities and PASRR Level II evaluations.

2.2.1.4.2 To provide administrative operational functions that support the medical eligibility process.

2.2.1.4.3 To guarantee ongoing quality assurance and improvement within the eligibility process.

2.2.2 Quality Management

2.2.2.1 Within 30 days of contract award, the vendor will establish a system of Quality Management for the process.

2.2.2.2 Within 30 days of contract award, the vendor must develop a process and procedural manual for the eligibility or evaluation process for PASRR Level II evaluations.

2.2.2.3 Within 30 days of contract award, the procedural manual must include a quality management plan to include both quality assurance and quality improvement for the process. The results must be reported to BMS at contract management team meeting.

2.3 VENDOR DELIVERABLES:

2.3.1 PASRR ELIGIBILITY DETERMINATION

2.3.1.1 Vendor shall provide qualified personnel to conduct face to face eligibility evaluations for PASRR Level II evaluations.

2.3.1.2 Evaluations will occur with any changes in status of the member in the event that that the member's physical residence and/or mental/physical condition should change. Eligibility process will be in compliance with state and/or federal requirements.

2.3.1.2.1 Vendor will notify the referring entity the results of the findings of PASRR Level II evaluation.

2.3.1.2.2 PASRR Level II evaluations must be completed within seven (7) to nine (9) days of referral with completed report submitted within ten (10) days.

2.3.2 ELIGIBILITY DETERMINATION MR/DD Waiver, ICF-MR Facilities and CDCSP

- 2.3.2.1 Vendor shall determine medical eligibility for MR/DD Waiver, ICF-MR facilities and CDCSP Programs. Vendor shall conduct Level of Care reviews for CDCSP includes ICF/MR facilities, nursing facilities, acute care hospitals, and psychiatric facilities.
- 2.3.2.2 Determinations will include any change in status. Eligibility process will be in compliance with state or federal requirements. The vendor shall ensure that determinations are conducted within a 45 day time frame from the Waiver application.
 - 2.3.2.2.1 Vendor will utilize evaluations (Medical, Psychiatric, Psychological, etc) submitted by the potential applicant in order to determine the level of care for MR/DD waiver, ICF/MR Facilities and CDCSP Programs.
 - 2.3.2.2.2 For MR/DD Waiver, the vendor's evaluations for eligibility determination must include BMS contractor(s). BMS contractor(s) conducts the day to day administrative operations of the Waiver.
 - 2.3.2.2.3 Vendor will notify the individual/member or legal representative, local county DHHR office, and provider regarding the eligibility decision and appeal rights.
 - 2.3.2.2.4 Vendor shall coordinate with other State departments or State contractors on behalf of the process. The vendor must communicate with Providers to obtain information that is required for determinations.
 - 2.3.2.2.5 Vendor will represent BMS in the hearing process.

Vendor must be available to participate/represent in hearings for PASRR Level II assessments, MR/DD Waiver medical eligibility determinations, ICF-MR medical eligibility determinations, and CDCSP medical eligibility determinations on an as needed basis. Volume of hearings is approximately 360 annually.

Note: The vendor will not conduct eligibility notification activities for MR/DD waiver. BMS contractor or BHHR, will conduct eligibility notification activities for Waiver.

2.4 TRAINING

- 2.4.1 Vendor will provide statewide training and education on topics related to PASRR.
- 2.4.2 Vendor shall provide state-wide training and education on topics such as PASRR Level II or other related topics in conjunction with recommendations from BMS staff. Vendor will provide statewide training and education on topics related to PASRR. Vendor will participate in developing the on-line and teleconferencing training and education for Level II in collaboration with BMS.
- 2.4.3 Vendor will recruit, approve and train Licensed Psychologists throughout the state to conduct PASRR Level II evaluations, including overseeing the accuracy of these reports as well as reviewing the billing claims these Level II Evaluators submit and provide re-education as needed in a timely manner, within 30 days.

- 2.4.4 The vendor shall provide state-wide training and education on topics such as The Inventory for Client and Agency Planning (ICAP) regional conferences four (4) times per year, PASRR Level II regional trainings eight (8) times per year, and other related topics in conjunction with recommendations from BMS staff a total of (2) times annually.

2.5 QUALITY MANAGEMENT

- 2.5.1 Vendor will establish a system of Quality Management for the process.
- 2.5.2 The vendor must develop a process and procedural manual for the eligibility or evaluation process for CDCSP, ICF-MR Facilities, and PASRR Level II evaluations. The procedural manual must include a quality management plan that includes both quality assurance and quality improvement for the process. The results must be reported to BMS at contract management team meeting.
- 2.5.3 BMS contractor, BHHF, conducts quality management activities for the MR/DD Waiver Program. The vendor shall assist BHHF by providing periodic clinical reviews of evaluations or reports as needed. The type, scope, and frequency shall be outlined in the Quality Indicators as developed by West Virginia (BMS contractor) and mandated by CMS's quality framework that includes the following components:
- 2.5.4 Design: Designing quality assurance and improvement strategies.
- 2.5.5 Discovery: Engaging in a process of discovery to collect data in order to assess the ongoing implementation of establishing level of care, identifying both concerns as well as other opportunities for improvement.
- 2.5.6 Remedy: Taking actions to remedy specific problems or concerns that arise.
- 2.5.7 Continuous Improvement: Utilizing data and quality information to engage in actions that assure continuous improvement.
- 2.5.7.1 Vendor must develop a process and procedural manual for the eligibility or evaluation process for CDCSP, and ICF-MR Facilities. The procedural manual must include a quality management plan that includes both quality assurance and quality improvement for the process. The results must be reported to BMS at contract management team meeting.
- 2.5.7.2 Initial Referrals and Annual Renewals are completed within designated time frames.
- 2.5.7.3 Vendor will provide accurate, timely data reports to BMS with specifications and time frames outlined by BMS.
- 2.5.8 Vendor must provide daily, weekly, monthly or ad hoc data collection, data analysis, and data reporting to BMS as outlined by BMS specifications. BMS will outline the necessary data reports and time frames. At a minimum, the monthly data reporting shall include the following data elements (shall include interface or coordination with other state departments or BMS contractors):
- 2.5.8.1 Evaluations completed and time lines
- 2.5.8.2 Eligibility decisions (approvals/denials)
- 2.5.8.3 Hearing status and decisions

-
- 2.5.8.4 Quality monitoring of the process
 - 2.5.8.5 Training/education conducted

2.5.9 For MR/DD Waiver, the vendor will not be required to provide data reports for evaluations completed, timelines, eligibility decisions, and hearings. BMS contractor, BHHF, provides the data and reporting for those areas.

2.5.10 Standard ongoing data reports will be generated at a fixed time each month as designated by BMS. The vendor will be given specifications for standard ongoing reports. The vendor will be given specifications and timelines for requested ad hoc reports. No data report requests shall take longer than 14 days to complete.

2.6 ADMINISTRATION OPERATIONS

2.6.1 Vendor will be available five days per week (Monday through Friday) during normal business hours (9:00 am through 5:00 pm).

2.6.2 Vendor will have a contact person available five days per week during normal business hours. The vendor will make arrangements to be available on an emergent basis and update BMS on the method of emergent contact.

2.6.3 Vendor will identify the location of an administrative office to include at least one Project Manager, computer system that is current with computer programs which are compatible with BMS contractors (Microsoft Office), appropriate clerical/data support, provisions for storage of all member eligibility/medical records as required by law and/or regulation, either in paper or electronic format within 30 days of contract award.

2.6.3.1 Conduct Clerical and/or Administrative Functions

2.6.3.2 Vendor will conduct all clerical and/or administrative functions associated with the determination of eligibility for CDCSP, ICF-MR facilities, and PASRR Level II. Functions will include 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.

2.6.3.2.1 Vendor will provide a monthly data report to the Bureau for Medical Services regarding the number of applicants, number of initial certifications, and number of re-certifications.

2.6.3.2.2 Vendor will provide a monthly data report to the Bureau for Medical Services 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).

2.6.3.3 Vendor will not be required to conduct clerical and administrative functions for the MR/DD Waiver. BMS contractor and BHHF perform the clerical and administrative functions on behalf of BMS for the MR/DD Waiver Program.

2.6.3.4 Vendor will participate in a minimum of monthly contractual management meetings with BMS.

- 2.6.3.5 Vendor will provide data collection, reporting, and the submission of information/data to BMS for operational tracking, quality assurance/improvement purposes, and methods for reporting on the contractual deliverables.

3.0 General Terms and Conditions

3.1 General Terms and Conditions:

By signing and submitting its proposal, the successful Vendor agrees to be bound by all the terms contained in this RFQ.

3.2 Conflict of Interest:

Vendor affirms that it, its officers or members or employees presently have no interest and shall not acquire any interest, direct or indirect, which would conflict or compromise in any manner or degree with the performance of its services hereunder. The Vendor further covenants that in the performance of the contract, the Vendor shall periodically inquire of its officers, members and employees concerning such interests. Any such interests discovered shall be promptly presented in detail to the Agency.

3.3 Prohibition Against Gratuities:

Vendor warrants that it has not employed any company or person other than a bona fide employee working solely for the vendor or a company regularly employed as its marketing agent to solicit or secure the contract and that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award of the contract.

For breach or violation of this warranty, the State shall have the right to annul this contract without liability at its discretion or to pursue any other remedies available under this contract or by law.

3.4 Certifications Related to Lobbying:

Vendor certifies that no federal appropriated funds have been paid or will be paid, by or on behalf of the company or an employee thereof, to any person for purposes of influencing or attempting to influence an officer or employee of any Federal entity, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Vendor shall complete and submit a disclosure form to report the lobbying.

Vendor agrees that this language of certification shall be included in the award documents for all sub-awards at all tiers, including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements, and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this contract was made and entered into.

3.5 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 the parties to 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 RFQ and resulting contract. Neither the Vendor, nor any employees or contractors of the vendor, shall be deemed to be employees of the State for any purposes 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, and 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.

The Vendor shall not assign, convey, transfer or delegate any of its responsibilities and obligations under this contract to any person, corporation, partnership, association or entity without expressed written consent of the Agency.

3.6 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 laws.

3.7 Contract Provisions:

After the successful Vendor is selected, a formal contract document will be executed between the State and the Vendor. In addition, the RFQ and the Vendor's response will be included as part of the contract by reference. The order of precedence is the contract, the RFQ and the Vendor's proposal in response to the RFQ.

3.8 Governing Law:

This contract shall be governed by the laws of the State of West Virginia. The Vendor further agrees to comply with the Civil Rights Act of 1964 and all other applicable laws and regulations, Federal, State and Local Government.

3.9 Compliance with Laws and Regulations:

The vendor shall procure all necessary permits and licenses to comply with all applicable laws, Federal, State or municipal, along with all regulations, and ordinances of any regulating body.

The Vendor shall pay any applicable sales, use or personal property taxes arising out of this contract and the transactions contemplated thereby. Any other taxes levied upon this contract, the transaction, or the equipment, or services delivered pursuant here to shall be borne by the contractor. It is clearly understood that the State of West Virginia is exempt from any taxes regarding performance of the scope of work of this contract.

3.10 Subcontracts/Joint Ventures:

The Vendor is solely responsible for all work performed under the contract and shall assume prime contractor responsibility for all services offered and products to be delivered under the terms of this contract. The State will consider the Vendor to be the sole point of contact with regard to all contractual matters. The Vendor may, with the prior written consent of the State, enter into written subcontracts for performance of work under this contract; however, the vendor is totally responsible for payment of all subcontractors.

3.11 Non-Appropriation of Funds:

If the Agency is not allotted funds in any succeeding fiscal year for the continued use of the service covered by this contract by the West Virginia Legislature, the Agency may terminate the contract at the end of the affected current fiscal period without further charge or penalty. The Agency shall give the vendor written notice of such non-allocation of funds as soon as possible after the Agency receives notice. No penalty shall accrue to the Agency in the event this provision is exercised.

3.12 Changes:

If changes to the original contract become necessary, a formal contract change order will be negotiated by the State, the Agency and the Vendor, to address changes to the terms and conditions, costs of work included under the contract. An approved contract change order is defined as one approved by the Purchasing Division and approved as to form by the West Virginia Attorney General's Office, encumbered and placed in the U.S. Mail prior to the effective date of such amendment. An approved contract change order is required whenever the change affects the payment provision or the scope of the work. Such changes may be necessitated by new and amended Federal and State regulations and requirements.

As soon as possible after receipt of a written change request from the Agency, but in no event more than thirty (30) days thereafter, the Vendor shall determine if there is an impact on price with the change requested and provide the Agency a written statement to identifying any price impact on the contract or to state that there is no impact. In the event that price will be impacted by the change, the Vendor shall provide a description of the price increase or decrease involved in implementing the requested change.

NO CHANGE SHALL BE IMPLEMENTED BY THE VENDOR UNTIL SUCH TIME AS THE VENDOR RECEIVES AN APPROVED WRITTEN CHANGE ORDER.

3.13 Invoices, Progress Payments, & Retainage:

The Vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To" pursuant to the terms of the contract. Progress payments may be made at the option of the Agency on the basis of percentage of work completed if so defined in the final contract. Any provision for progress payments must also include language for a minimum 10% retainage until the final deliverable is accepted.

If progress payments are permitted, Vendor is required to identify points in the work plan at which compensation would be appropriate. Progress reports must be submitted to Agency with the invoice detailing progress completed or any deliverables identified. Payment will be made only upon approval of acceptable progress or deliverables as documented in the Vendor's

report. Invoices may not be submitted more than once monthly and State law forbids payment of invoices prior to receipt of services.

3.14 Liquidated Damages:

According to West Virginia State Code §5A-3-4(8), Vendor agrees that liquidated damages shall be imposed at the rate of one-thousand dollars (\$1,000) per day for failure to provide deliverables, meet milestones identified to keep the project on target, or failure to meet specified deadlines. This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue to any other additional remedy to which the State or Agency may have legal cause for action including further damages against the Vendor.

3.15 Record Retention (Access & Confidentiality):

Vendor shall comply with all applicable Federal and State of West Virginia rules and regulations, and requirements governing the maintenance of documentation to verify any cost of services or commodities rendered under this contract by Vendor. The Vendor shall maintain such records a minimum of five (5) years and make available all records to Agency personnel at Vendor's location during normal business hours upon written request by Agency within 10 days after receipt of the request.

The Vendor shall comply with all applicable State and Federal law regarding confidentiality/privacy including the confidentiality requirements of §1160 and §1902(a)(7) of the Social Security Act, the information safeguarding requirements of Title 42, Part 431, Subpart F (42 CFR 431 F), and the privacy and security requirements of Title 45 Parts 160 and 164 (45 CFR 160 and 164).

Vendor shall have access to private and confidential data maintained by Agency to the extent required for Vendor to carry out the duties and responsibilities defined in this contract. Vendor agrees to maintain confidentiality and security of the data made available and shall indemnify and hold harmless the State and Agency against any and all claims brought by any party attributed to actions of breach of confidentiality by the Vendor, subcontractors or individuals permitted access by Vendor.

3.16 Insurance Requirements:

The Vendor as an independent Contractor is solely liable for the acts and omissions of its employees and agents. Proof of insurance will be provided by the Vendor at the time the contract is awarded. The Vendor will maintain and furnish proof of coverage of liability insurance for loss, damage, or injury (including death) of third parties arising from acts, and omissions on the part of the Vendor, its agents and employees in the following amounts:

For bodily injury (including death): \$500,000.00 per person and a minimum of \$1,000,000.00 per occurrence.

For property damage and professional liability: a minimum of \$1,000,000.00 per occurrence.

3.1.17 Price Quotations:

The price(s) quoted in the bidder's pricing will not be subject to any increase and will be considered firm for the life of the contract unless specific provisions have been provided for adjustment in the original contract.

COST PROPOSAL FORMAT

COSTS MUST BE BROKEN OUT BY THE FOLLOWING CATEGORIES. THIS WILL BE A FIXED COST CONTRACT, BASED ON A PER YEAR BASIS

Service	YEAR 1	YEAR 2	YEAR 3	TOTAL
START-UP COSTS				
2.3.1 PASRR LEVEL II ELIGIBILITY				
2.3.2 MR/DD, ICF/MR CDCSP ELIGIBILITY				
2.4 TRAINING				
2.5 QUALITY MANAGEMENT				
2.6 ADMINISTRATIVE OPERATIONS				
TOTAL ANNUAL COST				

Bidder

Signature

Title

Date

Background

The Bureau for Medical Services is a division within the Department of Health and Human Resources, located at 350 Capitol Street, Charleston, WV 25301. The Bureau is responsible for the development of policies and procedures for statewide implementation of the Medicaid program under the federally approved state plan. The Bureau also interacts with other interdepartmental divisions as well as with all medical service practitioners, providers and provider organizations.

The West Virginia Medicaid program covers the Federal mandatory services and a number of optional services. Professional psychological participation and/or medical participation in the programmatic decisions and determinations for individuals with mental retardation, developmental disabilities and related conditions is a requirement for the receipt of federal matching funds to Medicaid.

Bureau for Medical Services is required by the Center for Medicare and Medicaid (CMS) to determine medical eligibility for the Mentally Retarded/Developmentally Disabled (MR/DD) Waiver Program and the Children with Disabilities Community Services Program (CDCSP). In addition, CMS and West Virginia Medicaid mandates a second level screening medical evaluation for Medicaid applicants who apply for a nursing level of care in a nursing home and who may have a co-occurring mental health or mental retardation/developmental disability condition.

BMS Office of Home and Community Based Services are charged with the responsibility of determining initial and annual medical eligibility for the MR/DD Waiver Program and the CDCSP Program. BMS Office of Facilities is charged with the responsibility of evaluating individuals who require a PASRR Level II evaluation.

It is necessary to determine the need for an ICF-MR level of care for the MR/DD Waiver Program and the CDCSP Program. Additionally, it is necessary to determine the need for CDCSP applicants or active participants on the program who require an Intermediate Care Facility (ICF or nursing), a psychiatric facility, or an acute care hospital level of care. Nursing level of care for admission to a nursing home requires a "PASRR Level II" evaluation for individuals with both a physical/medical condition and a mental health condition.

The Bureau for Medical Services or the Bureau's contractor is expected to receive approximately 1550 initial MR/DD Waiver certifications, and approximately 4500 MR/DD Waiver re-certifications. BMS receives approximately 200 CDCSP initial and recertification reviews. For the MR/DD Waiver, the State Medicaid eligibility policy requires the completion of the initial medical evaluation within forty five (45) days of the Waiver application and a final determination within forty five (45) days of receipt of the initial application packet (total of 90 days). From the point of referral, PASRR Level II evaluations are required to be completed within a seven (7) to nine (9) day.

The Bureau for Medical Services' Commissioner or representative shall serve as the primary contact for the RFP.

CMS requires quality assurance and quality improvement. The computer system, data collection, and system interface are key elements to the functionality of the eligibility process and quality improvement activities. In order to monitor quality, the eligibility system is dependent upon a routine collection of data and data systems that yield data reports or coordination with BMS contractors who conduct quality monitoring activities. Data reports lead to quality improvement activities. It is necessary to have a data system that collects specific, timely, and

accurate data, is accessible, and interfaces with other data systems (DHHR and/or DHHR contractors). Documentation, data and record storage must be maintained in compliance with federal or state regulations. Records, data, or physical location must be accessible to federal or state review and BMS (or other State contractors acting on behalf of the Bureau for Medical Services).

The vendor must maintain complete, accurate, and legible records as outlined in Chapter 300 of the West Virginia Medicaid policy manual. Records must substantiate fully the type, scope, and medical necessity of the service by member record. Documentation shall include the member name, service description, date, and provider signature or other requirements as outlined by Medicaid policy. The member's file must be maintained for at least five years after the date of service. Any record that is under dispute or investigated must be maintained until the issue is resolved. Records must be readily accessible.

STATE OF WEST VIRGINIA
Purchasing Division**PURCHASING AFFIDAVIT**

West Virginia Code §5A-3-10a states: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate

DEFINITIONS:

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

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

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

LICENSING: Vendors 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 agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

CONFIDENTIALITY: The vendor agrees that he or she 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. Vendors should visit www.state.wv.us/admin/purchase/privacy for the Notice of Agency Confidentiality Policies.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), it is hereby certified that the vendor acknowledges the information in this said affidavit and are in compliance with the requirements as stated.

Vendor's Name: _____

Authorized Signature: _____ Date: _____