



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

Purchase Order

PURCHASE ORDER NO.
 DPS1115A

PAGE
 1

BLANKET RELEASE
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CORRECT PURCHASE ORDER NUMBER
 MUST APPEAR ON ALL PACKAGES,
 INVOICES, AND SHIPPING PAPERS.
 QUESTIONS CONCERNING THIS PUR-
 CHASE ORDER SHOULD BE DIRECTED
 TO THE BUYER AS NOTED BELOW.

CHANGE ORDER
 2

13

FILE LOCATION 25528

INVOICE TO

WEST VIRGINIA STATE POLICE
 4124 KANAWHA TURNPIKE

 SOUTH CHARLESTON, WV
 25309

VENDOR

*B17132648 978-215-2400
 MORPHOTRUST USA INC
 296 CONCORD RD STE 300

 BILLERICA MA 01821

SHIPTO

WEST VIRGINIA STATE POLICE

 4124 KANAWHA TURNPIKE
 SOUTH CHARLESTON, WV
 25309 304-746-2141

DATE PRINTED	TERMS OF SALE	FEIN/SSN	FUND
04/25/2013	NET 30	043320515	304-746-2141
SHIP VIA	F.O.B.	FREIGHT TERMS	ACCOUNT NUMBER
BEST WAY	DESTINATION	PREPAID	MUL-MUL
LINE	QUANTITY	UOP	VENDOR ITEM NO.
	DELIVERY DATE	CAT.NO.	ITEMNUMBER
			CHANGE ORDER #02
<p>TO CHANGE THE FEES SET UP BY THE FEDERAL BUREAU OF INVESTIGATION - FBI FEE AND FBI NCPA/VCA VOLUNTEER FEE - PER THE ATTACHED DOCUMENTATION.</p> <p>FROM: FBI FEE: \$19.25 FBI NCPA/VCA VOLUNTEER FEE: \$15.25</p> <p>TO: FBI FEE: \$16.50 FBI NCPA/VCA VOLUNTEER FEE: \$15.00</p> <p>EFFECTIVE DATE: 03/19/2012</p> <p>HIPAA BUSINESS ASSOCIATE ADDENDUM: THE WEST VIRGINIA STATE GOVERNMENT HIPAA BUSINESS ASSOCIATE ADDENDUM (BAA), APPROVED BY THE ATTORNEY GENERAL, IS AVAILABLE ONLINE AT: HTTP://WWW.STATE.WV.US/ADMIN/PURCHASE/VRC/HIPAA.HTML AND 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. ADDITIONALLY, THE HIPAA PRIVACY, SECURITY, ENFORCEMENT</p>			
<p>PREVIOUS PO TOTAL==> OPEN END PO NET CHANGE (+)==></p>			

Purchasing Division's File Copy

SCANNED

PURCHASING DIVISION
 CERTIFIED ENCUMBERED

MAY 07 2013

[Signature]

ENTERED

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE *4/25/2013*

OPEN END
 TOTAL

APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BY *TARA LYLE* 304-558-2544
 PURCHASING DIVISION AUTHORIZED SIGNATURE

GENERAL TERMS & CONDITIONS PURCHASE ORDER/CONTRACT

1. **ACCEPTANCE:** Seller shall be bound by this order and its terms and conditions upon receipt of this order.
2. **APPLICABLE LAW:** 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.
3. **NON-FUNDING:** All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the terms 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.
4. **COMPLIANCE:** Seller shall comply with all federal, state and local laws, regulations and ordinances including, but not limited to, the prevailing wage rates of the WV Division of Labor.
5. **MODIFICATIONS:** This writing is the parties' final expression of intent. No modification of this order shall be binding unless agreed to in writing by the Buyer.
6. **ASSIGNMENT:** Neither this Order nor any monies due, or to become due hereunder may be assigned by the Seller without the Buyer's consent.
7. **WARRANTY:** The Seller expressly warrants that the goods and/or services covered by this order will:
(a) conform to the specifications, drawings, samples or other description furnished or specified by the Buyer; (b) be merchantable and fit for the purpose intended; and/or (c) be free from defect in material and workmanship.
8. **CANCELLATION:** The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
9. **SHIPPING, BILLING & PRICES:** Prices are those stated in this order. No price increase will be accepted without written authority from the Buyer. All goods or services shall be shipped on or before the date specified in this Order.
10. **LATE PAYMENTS:** Payments may only be made after the delivery of goods or services. Interest may be paid on late payments in accordance with the *West Virginia Code*.
11. **TAXES:** The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
12. **RENEWAL:** 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, the State may deem this contract null and void, and terminate such contract without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.html and is hereby made part of the agreement provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **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. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
16. **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 agency 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.
17. **ANTITRUST:** In accepting this purchase order or signing this contract with any agency for 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. Vendor certifies that this purchase order or 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. Vendor further certifies that this purchase order or contract is in all respects fair and without collusion or fraud.



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	SOUTH CHARLESTON, WV 25309

VENDOR	*B17132648 978-215-2400 MORPHOTRUST USA INC 296 CONCORD RD STE 300
	BILLERICA MA 01821

SHIP TO	WEST VIRGINIA STATE POLICE 4124 KANAWHA TURNPIKE SOUTH CHARLESTON, WV 25309
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LINE	QUANTITY	UOP	VENDOR ITEM NO.		UNIT PRICE	AMOUNT	
	DELIVERY DATE	CAT.NO.	ITEM NUMBER				
	AND BREACH NOTIFICATION FINAL OMNIBUS RULE WAS PUBLISHED ON JANUARY 25, 2013. IT MAY BE VIEWED ONLINE AT: HTTP://WWW.GPO.GOV/FDSYS/PKG/FR-2013-01-25/PDF/2013-01073.PDF ANY ORGANIZATION, THAT QUALIFIES AS THE AGENCY'S BUSINESS ASSOCIATE, IS EXPECTED TO BE IN COMPLIANCE WITH THIS FINAL RULE. FOR THOSE BUSINESS ASSOCIATES ENTERING INTO CONTRACTS WITH A HIPAA COVERED STATE AGENCY BETWEEN JANUARY 25, 2013 AND THE RELEASE OF THE 2013 WV STATE AGENCY BUSINESS ASSOCIATE AGREEMENT, OR SEPTEMBER 23, 2013 (WHICHEVER IS EARLIER), BE ADVISED THAT YOU WILL BE REQUIRED TO COMPLY WITH THE 2013 WV STATE AGENCY BUSINESS ASSOCIATE AGREEMENT. FOR THOSE BUSINESS ASSOCIATES WITH CONTRACTS WITH A HIPAA COVERED STATE AGENCY EXECUTED PRIOR TO JANUARY 25, 2013, BE ADVISED THAT UPON RENEWAL OR MODIFICATION, YOU WILL BE REQUIRED TO COMPLY WITH THE 2013 WV STATE AGENCY BUSINESS ASSOCIATE AGREEMENT NO LATER THAN SEPTEMBER 22, 2014.						
	NO OTHER CHANGES						

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE

TOTAL

APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BY _____
 PURCHASING DIVISION AUTHORIZED SIGNATURE



March 19, 2013

Carole Woodyard
Director of Purchasing
West Virginia State Police
2019 Washington Street, East
PO Box 50130
Charleston, WV 25305-0130

RE: West Virginia contract DPS1115 (and DPS1115A)

Dear Ms. Woodyard,

This letter is to notify of changes to the Federal Bureau of Investigation fee effective March 2012. In the original contract DPS1115 Attachment C: Cost Sheet should be amended to reflect the new FBI fees associated with the service. The FBI fees should be set as below:

FBI fee:	\$16.50
FBI NCPA/VA Volunteer fee:	\$15.00

Included is a copy of the FBI letter notifying entities of the reduction in fee.

MorphoTrust will continue to provide all the services required in the above referenced contract with the State of West Virginia.

Regards,

A handwritten signature in black ink, appearing to read 'C. Brown'.

Chris Brown
Vice President
Services Business Unit Operations

PROCEDURAL GUIDELINES FOR BILLING

Please note that the FBI bills based upon transaction completion as opposed to transaction receipt. The FBI will make every attempt to process all received transactions prior to the fee change on March 19, 2012.

CURRENT AND REVISED USER FEES

The current and revised user fee rates are:

Fingerprint-based CHRI Checks				
Service	Current Fee	Current Amount Remitted to FBI by Central Billing Service Providers (CBSP)***	Revised Fee (effective March 19, 2012)	Revised Amount (effective March 19, 2012) Remitted to FBI by CBSPs***
Electronic	\$19.25	\$17.25	\$16.50	\$14.50
Electronic In / Manual Out*	\$26	\$24	\$23.25	\$21.25
Manual	\$30.25	\$28.25	\$27.50	\$25.50
Volunteer**	\$15.25	\$13.25	\$15	\$13
Name-based CHRI Checks (available only to federal agencies with specific statutory authority)				
Service	Current Fee	Current Amount Remitted to FBI by CBSPs***	Revised Fee (effective March 19, 2012)	Revised Amount (effective March 19, 2012) Remitted to FBI by CBSPs***
Manual	\$6	\$6	\$6	\$6
Electronic	\$2.25	\$2.25	\$2.25	\$2.25

*Available only when authorized. Only non-federal users have requested this service to date; federal and non-federal users may request authorization under revised schedule.

**Fingerprint submissions for volunteer positions must be authorized under the National Child Protection Act, as amended by the Volunteers for Children Act, Title 42, *United States Code*, Section 5119a(e).

***CBSPs remit full fee. The amount the FBI allows billed agencies to retain to offset their handling costs apply only to fingerprint-based CHRI checks.



CJIS Information Letter

January 3, 2012

Notification of Revised Fee Schedule for Fingerprint-based Criminal History Record Information Checks

In July 2011, the Criminal Justice Information Services (CJIS) Division announced the anticipation of an adjustment to the current fee schedule. This adjustment was publicized on December 20, 2011, via a Notice in the *Federal Register*. The revised rates will become effective March 19, 2012. The purpose of this letter is to provide details of the fee change.

WHY THE CJIS DIVISION IS REVISING THE USER FEES

The user fee structure for fingerprint-based and name-based Criminal History Record Information (CHRI) checks was last adjusted in 2007. Pursuant to Title 28, *Code of Federal Regulations*, Part 20.31, the Director of the FBI shall review the amount of the fee periodically. The FBI conducted an analysis to determine the cost associated with providing fingerprint-based and name-based CHRI checks based on the criteria in the Office of Management and Budget Circular A-25, User Charges. To help accomplish this analysis, the FBI contracted with an independent consulting firm. The results of this analysis are the basis for the revised user fees.

CHANGES TO THE FEE SCHEDULE

For all users, the only change will be a reduction in the fingerprint-based CHRI rates. Name-based CHRI rates remain unchanged.

WHAT DOES NOT CHANGE

The categories of fee classes (different types of transactions), both fingerprint-based and name-based CHRI checks, remain unchanged. The current business practice for those federal, state, and nongovernmental entities that submit fingerprint-based CHRI checks and function as *de facto* centralized billing service providers (CBSPs) remains unaffected. The CJIS Division will continue the practice of allowing approved CBSPs to retain a portion of the user fees as reimbursement for this centralized billing service. (The reimbursement amount will remain at \$2.) For these purposes, federal agencies should remit the CBSP amount shown on the following fee schedule.