

Purchase Order



WV Department of Health and
Human Resources
Office of Purchasing
One Davis Square, Suite 100
Post Office Box 50130
Charleston, WV 25301

PURCHASE ORDER NO.
MED12001

PAGE
1

I N V O I C E T O	Bureau For Medical Services 350 Capitol Street, Room 251 Charleston, WV 25301
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BLANKET RELEASE
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CORRECT PURCHASE ORDER NUMBER MUST APPEAR ON ALL PACKAGES, INVOICES, AND SHIPPING PAPERS. QUESTIONS CONCERNING THIS PURCHASE ORDER SHOULD BE DIRECTED TO THE BUYER AS NOTED BELOW.

CHANGE ORDER

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

V E N D O R	Innovative Resource Group LLC 44 South Broadway Ste 1200 White Plains, NY 10601
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S H I P T O	Bureau For Medical Services 350 Capitol Street, Room 251 Charleston, WV 25301
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DATE PRINTED	TERMS OF SALE	FEIN/SSN	FUND
10/14/2011	Net 30	392013972	C367543
SHIP VIA	F.O.B.	FREIGHT TERM	ACCOUNT NUMBER
Best Way	Destination	Prepaid	Multiple

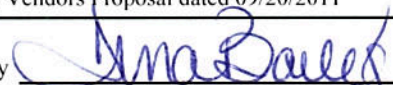
LINE	QUANTITY	UOP	VENDOR ITEM NO.	UNIT PRICE	AMOUNT
	DELIVERY DATE	CAT. NO.	ITEM NUMBER		
					\$1,557,558.00

Contract Date: from 11/01/2011 to 10/31/2012

Contract for Administrative Services Organization for the Traumatic Brain Injury Waiver Program for the Bureau for Medical Services located at 350 Capitol Street, Room 251, Charleston, WV 25301.

This award is per the following:

1. Request for Proposal dated 07/25/2011
2. Addendum No. 1
3. Addendum No. 2
4. Addendum No. 3
5. Vendors Proposal dated 09/20/2011

By 
Bureau for Medical Services 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 BMS Purchasing Manual 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 BMS Purchas 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, the 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 ordinance 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 or 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 the DHHR Office 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 the Order.
10. **LATE PAYMENTS:** Payment 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 the 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 the mutual written agreement of both 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.htm 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 in writing or the disclosure is made pursuant to the agency's policies, procedure, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admiin/purchase/privacy/noticeConfidentiality.pdf>.
16. **LICENSING:** Vendors much be licensed and in good standing in accordance with any and all state and local laws and requirement 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 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.

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Life of Contract: This contract becomes effective November 1, 2011 and shall extend for a period of one (1) year, at which time the contract may, upon mutual consent be renewed. Such renewals are for a period of up to one (1) year, with a maximum of two (2) one-year renewals, or until such reasonable time thereafter as is necessary to obtain a new contract. The "reasonable time" period shall not exceed twelve (12) months. During the "reasonable time" period, Vendor may terminate the contract for any reason upon giving the Bureau ninety (90) days written notice. Notice by Vendor of intent to terminate will not relieve Vendor of obligation to continue providing services pursuant to the terms of this contract.

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

Renewal: This contract may be renewed upon mutual written consent of the spending unit and the vendor. Such renewals shall be in accordance with the terms and conditions of the original contract and shall be limited to two (2) one (1) year periods.

Renewals Remaining: Two (2)

The order of precedence is as follows:

1. Contract
2. Request for Proposal date 07/25/2011
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