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Header 1

General Information[Contact](#)[Default Values](#)[Discount](#)[Document Information](#)

Procurement Folder: 565850

Procurement Type: Central Master Agreement

Vendor ID: VS0000020247

Legal Name: CBIZ OPERATIONS INC

Alias/DBA:

Total Bid: \$1,812,182.50

Response Date: 10/15/2019

Response Time: 10:30

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Status: Closed

Solicitation Description: Addendum No. 1 - Health Facility
Appraisal Services (HFAS)

Total of Header Attachments: 1

Total of All Attachments: 1

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Base Yr 1-Initial Appraisal Valuation each LTCF&ICF	5.00000	EA	\$2,800.000000	\$14,000.00

Comm Code	Manufacturer	Specification	Model #
80131802			

Extended Description : Base Year One Initial Complete Appraisal Valuation of each Long-Term Care and Intermediate Care Facilities, Section 4.1.1 and 4.1.2.2, per unit cost.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	OptRenewYr1-Initial Appraisal Valuation each LTCF&ICF	5.00000	EA	\$2,885.000000	\$14,425.00

Comm Code	Manufacturer	Specification	Model #
80131802			

Extended Description : Optional Renewal Year One (1) Complete Appraisal Valuation of each existing Long Term Care Facility (LTCF) and Intermediate Care Facility (ICF), Section 4.1.1 and 4.1.2.2, per unit cost.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	OptRenewYr2-Initial Appraisal Valuation each LTCF&ICF	5.00000	EA	\$2,972.000000	\$14,860.00

Comm Code	Manufacturer	Specification	Model #
80131802			

Extended Description : Optional Renewal Year Two (2) Complete Appraisal Valuation of each existing Long Term Care Facility (LTCF) and Intermediate Care Facility (ICF), Section 4.1.1 and 4.1.2.2, per unit cost.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	OptRenewYr3-Initial Appraisal Valuation each LTCF&ICF	5.00000	EA	\$3,061.000000	\$15,305.00

Comm Code	Manufacturer	Specification	Model #
80131802			

Extended Description : Optional Renewal Year Three (3) Complete Appraisal Valuation of each existing Long Term Care Facility (LTCF) and Intermediate Care Facility (ICF), Section 4.1.1 and 4.1.2.2, per unit cost.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	BaseYr1-Annual Update-Appraisal Valuation for each facility	185.00000	EA	\$2,250.000000	\$416,250.00

Comm Code	Manufacturer	Specification	Model #
80131802			

Extended Description : Base Year One (1) Annual Update of Appraisal Valuation for each facility, Section 4.1.2.1 and 4.1.2.2, per unit cost.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
6	OptRenewYr1-Annual Update-Appraisal Valuation-each	185.00000	EA	\$2,318.000000	\$428,830.00

Comm Code	Manufacturer	Specification	Model #
80131802			

Extended Description : Optional Renewal Year One (1) Annual Update of Appraisal Valuation for each facility, Section 4.1.2.1 and 4.1.2.2, per unit cost.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
7	OptRenewYr2-Annual Update-Appraisal Valuation-each	185.00000	EA	\$2,388.000000	\$441,780.00

Comm Code	Manufacturer	Specification	Model #
80131802			

Extended Description : Optional Renewal Year Two (2) Annual Update of Appraisal Valuation for each facility, Section 4.1.2.1 and 4.1.2.2, per unit cost.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
8	OptRenewYr3-Annual Update-Appraisal Valuation-each	185.00000	EA	\$2,460.000000	\$455,100.00

Comm Code	Manufacturer	Specification	Model #
80131802			

Extended Description : Optional Renewal Year Three (3) Annual Update of Appraisal Valuation for each facility, Section 4.1.2.1 and 4.1.2.2, per unit cost.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
9	Base Year One (1) Ad Hoc Reporting	10.00000	HOUR	\$180.000000	\$1,800.00

Comm Code	Manufacturer	Specification	Model #
80131802			

Extended Description : Base year One (1) Ad Hoc Reporting, Section 4.1.2.4, all inclusive hourly rate for design, development, and production of ad hoc reports, Section 4.1.2.4

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
10	Optional Renewal Year One (1) Ad Hoc Reporting	10.00000	HOUR	\$185.000000	\$1,850.00

Comm Code	Manufacturer	Specification	Model #
80131802			

Extended Description : Optional Renewal Year One (1) Ad Hoc Reporting, Section 4.1.2.4, all inclusive hourly rate for design, development, and production of ad hoc reports, Section 4.1.2.4

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
11	Optional Renewal Year Two (2) Ad Hoc Reporting	10.00000	HOUR	\$190.000000	\$1,900.00

Comm Code	Manufacturer	Specification	Model #
80131802			

Extended Description : Optional Renewal Year Two (2) Ad Hoc Reporting, Section 4.1.2.4, all inclusive hourly rate for design, development, and production of ad hoc reports, Section 4.1.2.4

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
12	Optional Renewal Year Three (3) Ad Hoc Reporting	10.00000	HOUR	\$195.000000	\$1,950.00

Comm Code	Manufacturer	Specification	Model #
80131802			

Extended Description : Optional Renewal Year Two (2) Ad Hoc Reporting, Section 4.1.2.4, all inclusive hourly rate for design, development, and production of ad hoc reports, Section 4.1.2.4

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
13	Base Year One-Expert Witness, Hourly Rate	2.50000	HOUR	\$395.000000	\$987.50

Comm Code	Manufacturer	Specification	Model #
80131802			

Extended Description : Base Year One (1) All inclusive hourly rate for expert witness appearance in the event of an appeal, Section 4.1.2.5. All travel and expenses included in hourly rate.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
14	Optional Renewal Year One-Expert Witness, Hourly Rate	2.50000	HOUR	\$407.000000	\$1,017.50

Comm Code	Manufacturer	Specification	Model #
80131802			

Extended Description : Base Year One (1) All inclusive hourly rate for expert witness appearance in the event of an appeal, Section 4.1.2.5. All travel and expenses included in hourly rate.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
15	Optional Renewal Year Two-Expert Witness, Hourly Rate	2.50000	HOUR	\$419.000000	\$1,047.50

Comm Code	Manufacturer	Specification	Model #
80131802			

Extended Description : Base Year One (1) All inclusive hourly rate for expert witness appearance in the event of an appeal, Section 4.1.2.5. All travel and expenses included in hourly rate.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
16	Optional Renewal Year Three-Expert Witness, Hourly Rate	2.50000	HOUR	\$432.000000	\$1,080.00

Comm Code	Manufacturer	Specification	Model #
80131802			

Extended Description : Base Year One (1) All inclusive hourly rate for expert witness appearance in the event of an appeal, Section 4.1.2.5. All travel and expenses included in hourly rate.

Proposal for Health Facilities Appraisal Services to:

**The State of West Virginia Department of Health and
Human Resources & Bureau of Medical Services -
CRFQ 0511 BMS2000000001**

October 15, 2019



 practical solutions
for your peace of mind



CBIZ Valuation Group



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About CBIZ Valuation Group

CBIZ Valuation Group, LLC is one of the largest full-service valuation firms in the United States.



Our Specialties

- Property valuation services
- Business & tangible asset valuations
- Financial advisory
- Litigation support services



Our Clients

- Governmental
- Health care
- Utilities
- Manufacturing facilities
- Religious & non-profit
- Risk sharing consortiums
- Fortune 1000 companies

We specialize in designing and executing valuation programs to assist in addressing various property reporting requirements for healthcare organizations.



CBIZ Valuation Group, LLC is a wholly owned subsidiary of CBIZ, Inc. (NYSE:CBZ)

CBIZ, Inc.

An \$890 million, publicly traded company delivering top-level financial and employee business services to organizations of all sizes, as well as individual clients.



Provides national caliber expertise combined with highly personalized service delivered at the local level.

More than 100 offices and 4,600 associates in major metropolitan areas and suburban cities throughout the U.S.





October 15, 2019

Ms. Tara Lyle
Buyer Supervisor
Department Of Administration - Purchasing Division
The State of West Virginia Department of Health and Human Resources & Bureau of Medical Services
2019 Washington Street East
Charleston, WV 25305

Re: CRFQ 0511 BMS2000000001 - Health Facilities Appraisal Services

Dear Ms. Lyle:

CBIZ Valuation Group, LLC (CVG) is pleased to submit our proposal to provide professional property appraisal (valuation) services to West Virginia Department of Health and Resources ("DHHR"), Bureau for Medical Services (Bureau). Our proposal has been prepared based on our understanding of your needs and our experience in assisting similar entities for similar purposes.

CBIZ Valuation Group maintains a working relationship with Myers and Stauffer, LC (MSLC). MSLC has nearly 40 years of experience providing nursing facility reimbursement system consulting, rate setting, and related services to states Medicaid agencies across the nation. For the state of West Virginia, MSLC has provided consulting services since 2001. Through the course of that engagement MSLC has supported the Medicaid nursing facility program through the completion of the annual nursing facility upper payment limit (UPL) compliance demonstrations, evaluating and modeling changes to the nursing facility reimbursement system, and providing other ad-hoc consulting services. Through our working relationship and their years of relevant experience, MSLC will be available as a subject matter resource for this project.

Purpose of Engagement

It is our understanding that the Bureau is seeking to contract with a qualified valuation firm to provide initial and updated appraisals of each Long Term and Intermediate Term Care Nursing Facilities. It is the Bureau's intent to implement a contract for services of a certified appraisal vendor to provide health facility appraisal services that are necessary for the Medicaid Program's Long-Term Care Facility Reimbursement System.

Appraisals will be conducted for the purpose of determining the valuation of the land, land improvements, buildings, and attached fixtures & equipment of the subject properties taking into account the quality of construction and current condition of the building. CVG will utilize the Marshall & Swift/Marshall Valuation System (BVS) for performing the analysis on the buildings, fixtures & equipment and land improvements. A market analysis will be performed on the land parcels. CVG is uniquely qualified as it has extensive experience in providing similar valuation services including numerous real estate market value studies.

Scope & Methodology/Statement of Work

As requested by the Bureau, CVG will provide a complete appraisal of designated facilities (approximately 5-10 annually). In addition, as requested by the Bureau, CVG will also provide annual updates of the initial appraisal (approximately 185 annually) prior to the October rate setting period. Updates will be performed at any time

during the annual period when there have been major changes to the bed size of the facility and such changes would affect the Standard Appraised Value for rate setting purposes. Prior to rate setting, the updated appraisals will be indexed to June 30, as a common point valuation, based on the Consumer Price Index. A copy of each facility appraisal report will be furnished to the Bureau.

- **Cost Approach to Value:** The value of a property is derived by estimating the replacement or reproduction cost of the improvements, deducting them from the estimated accrued depreciation, and adding the market value of the land (actually used or required for use as if vacant and available for development of such use). Established sources of cost information are used to supply costs to reproduce the structure. Construction indexes used are Marshall & Swift/Marshall Valuation System (BVS) Valuation Manual.
- **Accrued Depreciation:** Accrued depreciation in a cost approach is the difference between the value of a building or other improvement at a certain date and its cost of reproduction as of the same date. The method used to measure accrued depreciation is known as the breakdown method which involves an analysis of loss in value from the following sources:
 - Physical deterioration; curable and incurable
 - Functional obsolescence; curable and incurable
 - Economic obsolescence
- **Modified Appraisal Method:** The approach modifies the property value by deducting accrued depreciation. The facilities meeting the appraisal criteria will receive their maximum standard appraisal value; those not meeting a standard will have their plant valuation reduced by the amount reflected in physical and functional depreciation. This includes both physical depreciation, curable and incurable, as well as functional obsolescence, curable and incurable. The summation of each component of the process results in a final Standard Appraised Value. This value will then be treated as a cost of providing patient care.
- **Model Facility Standard:** The Model Facility Standard is a composite of current regulations and criteria derived from several sources which include 11 Minimum Requirements of Construction and Equipment for Hospital and Medical Facilities 11-HHS Publication No. (HRS) 81-14500, and West Virginia Rules and Regulations, where appropriate. These criteria form a living document drawn from Federal and State regulations and guidelines, as well as from accepted industry practice. They will be updated periodically to reflect changes which foster improved patient care or cost effective measures which do not compromise patient care.

As requested, CVG will perform on-site evaluations and appraisals to determine the value of land, land improvements, and buildings & attached fixtures/equipment for each nursing facility participating in the program that are assigned to CVG to inspect by the Bureau. The approaches to be employed by each asset category are as follows:

- **Land Parcels:** The scope of the land appraisals consists of estimating the market value of the subject properties. The interest to be appraised is the fee simple interest. It is our understanding that Bureau intends to use the land appraisal values and reports to assist with health facility reimbursement rate setting. The land portion of CVG's appraisals will be based upon comparative sales in the area. If there is not sales data available for the specific area CVG will utilize data from a similar area. Only the land indicated for the facility and related uses will be included.

Land appraisals will be performed based on the premise of **Market Value**, defined as: the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition are the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- Buyer and seller are typically motivated;
 - Both parties are well informed or well advised, and acting in what they consider their own best interests;
 - A reasonable time is allowed for exposure in the open market;
 - Payment is made in terms of cash in United States dollars or in terms of financial arrangements comparable thereto; and
 - The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.
- **Land Improvements:** Land improvements associated with inspected facilities (flagpoles, fencing, outdoor lighting, signage, parking lots, sidewalks, etc.) will be inspected, recorded, valued and identified separately in our reports. Outbuildings will be included as site improvements if they are nursing facility related.

The standard of value applicable to land improvements will be **Replacement Cost New**, defined as: The cost required to produce a property of like kind and materials at one time of equal quality and utility in accordance with current market prices for materials, labor and manufactured equipment, contractors' overhead, profit and fees, but without provisions for overtime or bonuses for labor and premiums for materials.

CVG will also provide the Depreciated Replacement Cost for each inspected land improvement. CVG will use an objective and quantitative methodology for determining effective age. Depreciation determinations will be based on the physical deterioration; neither functional nor economic obsolescence will be considered.

- **Buildings & Attached Fixtures and Equipment:** CVG will complete a limited scope physical inspection and valuation of the nursing facilities that are assigned to CVG for inspection. During the inspections, basic construction components and data will be observed and collected. Appraised values will be based on the gross area of the nursing facility which will be calculated by determining the exterior dimensions all of all interior areas including stairwells of each floor. Square footage calculations will be done using a combination of physically measuring the buildings, conducting take-offs of blueprints, and information made available by each nursing facility.

All buildings and structures being used for nursing facility purposes will be inspected and valued. Vacant space and other space not used for nursing facility purposes within the nursing facility building will be identified but will NOT be included in the appraised value. Areas inside or outside of the nursing facility that are shared with another entity (such as a hospital, day care or assistant living residential facility) will be included and separately identified.

CVG will utilize the Marshall & Swift Commercial Building Valuation System ("BVS") for determining the un-depreciated and depreciated replacement costs of each inspected building and structure. Values will be based on the data elements collected and reported for each building and associated section as generated by BVS. Each section of a nursing facility will be run and valued as a separate "section". A

“section” is a completed building unit or addition that was designed and constructed as a single project with a uniform construction type as defined in the BVS–Commercial Reference Guide. Each section will be uniquely identified through its Property Identification Number as provided by the Bureau. CVG will follow the BVS–Commercial Reference Guide in determining the applicable data elements/variables for inspected structures.

Affirmation of Mandatory Requirements

CVG has reviewed the Mandatory Contract Services Requirements and Deliverables and will meet or exceed the following mandatory requirements:

- CVG will obtain from the Bureau, a listing of Long-Term Care Facilities and Intermediate Care Facilities/Individuals with Intellectual Disabilities facilities to be appraised;
- CVG will complete a program of appraisals for each designated health care facility in accordance with this Request for Quotation;
- CVG will complete annual updated appraisals between January 1st and June 30th of each year and will deliver these reports to the Bureau by October 1st of each year;
- CVG will submit one hard copy and one electronic copy (via e-mail) of each appraisal to the Office of Accountability and Management Reporting (OAMR). This will include (1) copy of each initial appraisal and/or annual update of each nursing facility appraisal and one (1) copy of each Intermediate Care Facility for Individuals with Intellectual Disabilities (ICF/IID) appraisal;
- CVG will consult quarterly via telephone on a day and at a time mutually agreeable with the Bureau and CVG on aspects of the appraisal program;
- CVG will prepare and submit to the Bureau, ad hoc reports within thirty (30) calendar days of request, to the Bureau, upon request.
- CVG will provide an expert witness in the event of an appraisal appeal.

Client Participation

CVG will provide the Bureau with an engagement management plan outlining their required participation to ensure the success of this engagement. In order to deliver our work product in a timely manner, we request that the following be provided by the Bureau prior to starting the fieldwork portion of the engagement:

- Identifying the Bureau’s key engagement personnel
- Obtaining & reviewing the list of properties to be inspected with contact information
- Scheduling protocol
- Communication protocol
- Status reports
- Timing & schedule
- Deliverables

Schedule

Upon receipt of signed authorization, we will work with the Bureau to determine a mutually agreed-upon start date for commencement of this engagement. We anticipate completing annual updated appraisals between January 1st and June 30th of each year and will deliver these reports to the Bureau on or before October 1st of

each year. This engagement will require cooperation, continued access, and timely receipt of requested information from the Bureau and appraised facilities.

Engagement Fees

Please see cost forms submitted in the OASIS System.

The fees for the professional services outlined within this agreement shall remain in effect for a period not greater than 90 days from the date of this proposal. As a publicly traded company, CVG retains client records and work files for a period of seven (7) years.

If conditions beyond our control are encountered, or if the scope of the engagement is expanded beyond its original requirements such that we will require additional time and fees not presently estimated in our work plan, we will notify you before proceeding to arrange a mutually-acceptable revision in our fees. If a decision is made by you to discontinue work on an engagement, our fees will be based upon the actual professional hours and expenses incurred as of that date. Any subsequent meetings/conversations or other service requests, including activities and expenses outside the scope of our technical proposal, will be billed separately at our standard hourly rates and in accordance with CVG's standard expense practices. Services requested after the issuance of our reports, such as meetings, planning, testimony and other services will be billed separately at our normal hourly rates and in accordance with our normal expense practices. Fees for valuation report updates will be based upon our standard hourly rates plus expenses incurred.

We will progress bill up to 80% as work is completed. 20% will be withheld until final reports are delivered. Our invoices are payable within 30 days of presentation. Invoices not paid within 45 days shall be considered delinquent. Delinquent invoices shall be subject to a late charge equal to the lesser of one and one half percent (1.5%) per month, or the maximum amount allowed by state law. Disputes pertaining to billing matters must be put in writing within 20 days upon the receipt of the invoice. CBIZ Valuation Group, LLC reserves the right to suspend or terminate this engagement for the Bureau's failure to make timely payment. Should any invoice remain unpaid beyond 60 days, professional activity will cease until payment is received.

We appreciate the opportunity to submit our proposal and look forward to working with you on this important engagement.

Respectfully submitted,

CBIZ VALUATION GROUP, LLC



R.F. Acebal
National Director
Phone: 609.896.0300
Email: racebal@cbiz.com

CBIZ VALUATION GROUP TEAM

Our Firm's ability to provide quality, efficient and timely service is largely dependent upon the skills and experience of our people. Our team has a proven record of bringing the necessary blend of technical competence, industry experience, innovative ideas and value-added services to our clients. Our philosophy of utilizing highly experienced personnel allows us to perform efficiently and enables us to provide unmatched quality.

The team below will be responsible for the services provided to the Bureau. They will be assisted by other qualified consulting professionals, as necessary.



John M. Rimar, MAI
Managing Director

[REDACTED]
[REDACTED]
Phone: 314.692.5803

jrimar@cbiz.com

Mr. Rimar is a Managing Director with CBIZ Valuation Group's Real Estate Practice. His responsibilities include business development, management and execution of engagements, review and preparation of valuation assignments, and real estate consulting. His experience spans most property types, such as office, retail, multifamily, industrial, lodging, as well as many special use properties including health and religious facilities. He has completed engagements for the purposes of estate and gift tax planning; property acquisition and disposition; property tax; litigation; condemnation; financing; purchase price allocation; asset impairment for tax and financial purposes; and internal business planning. Mr. Rimar has expertise in managing large multi-location domestic and international projects.

Prior to joining CBIZ Valuation Group, Mr. Rimar was a manager with LandAmerica Valuation Corporation where his responsibilities included business development, product delivery and staff management for real estate related valuation and consulting services. Prior to that, he was the director of credit for the Monsanto Company.

Mr. Rimar is a member of the Appraisal Institute holding the MAI Designation and serves on the Board of Directors as President for the Appraisal Institute, Greater St. Louis Chapter. He holds a Certified General Real Estate Appraisers License in 22 states. Mr. Rimar is fully qualified to perform appraisal work in any of the remaining states through the issuance of temporary appraisal permits, where required by law. Mr. Rimar has a Bachelor of Science in Business Administration with an emphasis in accounting and finance from Southern Illinois University.



Brian Roe

Managing Director

[Redacted]

[Redacted]

Phone: 312.602.6656

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Mr. Roe is a well versed valuation professional with over 25 years’ experience in providing consultation and valuation advisory services for purposes of audit compliance, fixed asset management, insurance, and regulatory compliance, including real estate and equipment related to schools, universities, hospitals, nursing homes, water and wastewater utilities, municipalities, park districts, and infrastructure. Clients include public entity risk pools, healthcare, educational districts, private schools, and governments at all levels, including special districts and insurance consulting firms. He also has extensive experience in valuing ornate and historical properties and professional sports stadiums.

Mr. Roe has been instrumental in positioning the Tangible Asset Practice of CBIZ Valuation Group as one of the leading consulting firms in the public entity market place. His ability to recruit and retain a diverse cadre of valuation professionals and align those professionals with innovative, state of the art technology has had a significant impact on CVG’s ability to provide high caliber professional services in a timely and effective manner to our existing and new clients.

Mr. Roe comes to CBIZ Valuation Group from a large global appraisal consulting firm, where he was a Senior Managing Director and Vice President for the Fixed Asset Management & Insurance Solutions group. Prior to that, he was also President and Director of Professional Services for Assetlink, Inc. He is a member of various professional groups including, Risk Management Society (RIMS), Public Risk Management Association (PRIMA), and University Risk Management and Insurance Association (URMIA).



Richard Meyer
Manager

[Redacted]
[Redacted]
Phone: 312.602.6753
Mobile: 630.292.9391
rhmeyer@cbiz.com

Mr. Meyer is a manager in the Tangible Asset Practice of CBIZ Valuation Group in the Midwest region. He has over 9 years' experience in the valuation industry and is fully versed in the valuation of machinery and equipment, buildings and building services, and land improvements.

Prior to joining CBIZ Valuation Group, Mr. Meyer worked for a large global appraisal consulting firm where he was responsible for conducting appraisals for large corporate commercial and industrial client properties for insurance, accounting, and property records purposes. He is experienced in valuing buildings, machinery and equipment, stock and inventory for insurance underwriting, property records, corporate acquisitions, fair market value, and asset based lending.

Mr. Meyer earned his Bachelor of Science in Business Administration as well as his Master of Project Management from DeVry University. Additionally, he has completed courses developed by the American Society of Appraisers and the Appraisal Institute.



Jacob Knorre
Senior Consultant

[Redacted]
[Redacted]
Phone: 262.677.1838
jknorre@cbiz.com

Mr. Knorre is a Senior Consultant in CBIZ Valuation Group's Tangible Asset Practice and has over 10 years of insurance inspection and valuation experience. His responsibilities include project management, field data collection, safety inspections, data processing, valuation, quality control, and report compilation.

Prior to joining CBIZ Valuation Group, Mr. Knorre worked for a large global appraisal consulting firm, where he provided inventory valuation services related to healthcare facilities, schools, universities, and buildings, etc.

Mr. Knorre holds a Bachelor of Science from the University of Wisconsin-Stevens Point.

APPENDIX A: TERMS & CONDITIONS - EXCEPTIONS

We understand that we will be required to accept all terms and conditions as shown in the RFQ. We have the following exception that we would like to propose regarding the Indemnification:

Indemnification

The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any third-party claims or losses for services rendered by the Vendor, its officers, employees, or subcontractors ~~any subcontractor, person, or firm~~ performing or supplying services, materials, or supplies in connection with the performance of the Contract to the extent resulting from the negligence or intentional misconduct of the Vendor; (2) Any claims or losses resulting to any person or entity injured or damaged by the to the extent arising out of the negligence or intentional misconduct of 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. In no event shall Contractor's liability under this provision exceed the aggregate fees it has billed the State under this Agreement. If the need for subsequent services relation to an assignment occurs, including updates, conferences, testimony, preparation for testimony, document production, interrogatory response preparation, or reprint and copy services whether by request of the State or by subpoena or other legal process initiated by a party other than the State, State agrees to compensate Consultant for its time at its standard hourly rates then in effect, plus all expenses incurred in the performance of said services.

HIIPA Business Associate Addendum

Regarding the HIIPA Business Associate Addendum, we would like to ask "why would this be required as we will not take, require nor should we be exposed to any PHI?"

APPENDIX B: REFERENCES

Building Relationships

We are committed to establishing and nurturing client relationships. We strive for excellence in meeting the needs of our customers and have the record to prove it. Please feel free to contact any of the following references.

Mercy Health | Jon T. Fogle, Vice President of Real Estate

p (314) 364-2343

email: John.Fogle@Mercy.Net

Services Provided: Hospital Valuations, Medical Office Building Valuations, Nursing Home Valuations, Fair Market Rent Studies

HCA Healthcare | John D. Hubbard, II, CFA, ASA, Assistant Vice President

p (615) 372-5255

email: John.Hubbard@hcahealthcare.com

Services Provided: Fair Market Rent Studies, Medical Office Valuations

State of MN Dept. of Human Services | Jane, Gottwald (previous contact), Nursing Facility Rates and Policy Division

p (651) 431-2282 (department number)

email: jane.gottwald@state.mn.us

Services Provided: 2016/17 Appraisal of land and buildings of 191 nursing homes located around the state for rate setting program purposes.

APPENDIX C: HOSPITAL AND MEDICAL UNIVERSITY REPRESENTATIVE CLIENTS

CBIZ Valuation Group

Hospital and Medical University Representative Clients

Our professionals have served numerous hospitals and medical universities, including:

Adventist Health System	Forbes Health System	Providence Hospital
Alexian Brothers Health System, Inc.	Gulf Coast Medical Foundation	Robert Wood Johnson Memorial Hospital
Allegheny General Hospital	Hahnemann Hospitals	Rush-Presbyterian-St. Luke's Medical Center
Ancilla Systems, Inc.	Harper Grace Hospitals	Sacred Heart Hospital
Archdiocese of Newark	Hermann Hospital	St. Barnabas Hospital
Baptist Hospital and Medical Systems	Holy Cross Medical Center	St. Elizabeth Hospital
Cabrini Medical Center	Hospital of the University of Pennsylvania	St. Joseph Hospital, Denver
Cedars-Sinai Medical Center	Ingalls Memorial Hospital	St. Joseph Hospital, Chicago
Children's Hospital of Columbus	Kaiser Foundation Hospitals	St. Joseph Medical Center, Burbank
Children's Hospital of Dayton	Kaiser Permanente Medical Center	St. Joseph Hospital of Atlanta
Children's Hospital of Los Angeles	Loma Linda Health System	St. Joseph Hospital of Kirkwood
Children's Hospital of Oakland	Long Island College Hospital	St. Joseph Hospital, Towson
Children's Hospital of Orange County	Lutheran General Health Care System	St. Jude Hospital and Rehabilitation Center
Children's Hospital of Philadelphia	Memorial Hospital System	St. Louis Regional Medical Center
Children's Hospital of Stanford	Mercy Hospital	St. Luke's Hospital, Cleveland
Children's Hospital of Washington	Mercy Hospital System	St. Luke's Hospital, Kansas City
Children's Memorial Hospital of Chicago	Mercy Services Corporation	St. Mary's Regional Medical Center
City of Hope National Medical Center	Methodist Hospital of Southern California	St. Vincent Charity Hospital, Cleveland
Clara Maass Medical Center	Michael Reese Hospital & Medical Center	St. Vincent's Medical Center, Jacksonville
Cleveland Metropolitan General Hospital	Mid-Michigan Health Care Systems, Inc.	Samaritan Health Services
Columbus-Cabrini Medical Center	Missouri Baptist Hospital	Scripps Memorial Hospital
Cooper Medical Center	Montefiore Medical Center	Sloan Kettering Institute
Crozer-Keystone Health System	Moses H. Cone Memorial Hospital	Sutter Health Systems
Daughters of Charity of St. Vincent De Paul	Mt. Sinai Hospital of Cleveland	Torrance Memorial Hospital
D.C. General Hospital	Mt. Sinai Hospital of New York	Unihealth/Unimed America
DeKalb Medical Center	Mt. Sinai Hospital Medical Center of Chicago	United Hospitals Medical Center
Eastern Virginia Medical Authority	Mt. Sinai Medical Center	University Hospital, Boston
Eisenhower Medical Center/Betty Ford Clinic	New York University Medical Center	University Hospital, Tucson
Erlanger Medical Center	Northwestern Memorial Hospital	University of Chicago Hospitals & Clinics
Evanston Hospital	Oakwood United Hospitals	University of Indiana Hospital
Florida Hospital System	Orthopedic Hospital of Los Angeles	University of Michigan Hospital
Florida Medical Center	Peoples Health Network	Voluntary Hospitals of America

Atlanta
770.858.4500

Boca Raton
561.922.3010

Chicago
312.602.6600

Dallas
972.620.0400

Los Angeles
747.220.6744

Milwaukee
262.677.1838

Nashville
615.585.4065

New York
212.790.5700

Phoenix
602.264.6835

Princeton, NJ
609.896.0300

St. Louis
314.692.2249



CBIZ
Healthcare Valuation

www.cbizvaluation.com

@CBIZValuation cbizservices

APPENDIX D: SAMPLE REPORTS

Available Upon Request

APPENDIX E: RFP REQUIRED FORMS

Base Year 1 (one)	Cost (Unit)	Estimated Quantity	Total
Initial complete appraisal valuation of each long-term care and ICF facility (per unit cost)*	2,800	5 EA	14,000
Annual update of appraisal valuation of each existing facility (per unit cost)*	\$ 2,250	185 EA	\$ 416,250
All inclusive hourly rate for design, development, and production of ad hoc reports.	\$ 180	10 Hours	\$ 1,800
Expert Witness Testimony	395	2.5 Hours	988
Estimated Total			\$ 433,038

Optional Renewal Year 1 (one)	Cost (Unit)	Estimated Quantity	Total
Initial complete appraisal valuation of each long-term care and ICF facility (per unit cost)*	\$ 2,885	5 EA	\$ 14,425
Annual update of appraisal valuation of each existing facility (per unit cost)*	\$ 2,318	185 EA	\$ 428,830
All inclusive hourly rate for design, development, and production of ad hoc reports.	\$ 185	10 Hours	\$ 1,850
Expert Witness Testimony	407	2.5 Hours	1,018
Estimated Total			\$ 446,123

Optional Renewal Year 2 (two)	Cost (Unit)	Estimated Quantity	Total
Initial complete appraisal valuation of each long-term care and ICF facility (per unit cost)*	\$ 2,972	5 EA	\$ 14,860
Annual update of appraisal valuation of each existing facility (per unit cost)*	\$ 2,388	185 EA	\$ 441,780
All inclusive hourly rate for design, development, and production of ad hoc reports.	\$ 190	10 Hours	\$ 1,900
Expert Witness Testimony	419	2.5 Hours	1,048
Estimated Total			\$ 459,588

Optional Renewal Year 3 (three)	Cost (Unit)	Estimated Quantity	Total
Initial complete appraisal valuation of each long-term care and ICF facility (per unit cost)*	\$ 3,061	5 EA	\$ 15,305
Annual update of appraisal valuation of each existing facility (per unit cost)*	\$ 2,460	185 EA	\$ 455,100
All inclusive hourly rate for design, development, and production of ad hoc reports.	\$ 195	10 Hours	\$ 1,950
Expert Witness Testimony	432	2.5 Hours	1,080
Estimated Total			\$ 473,435

Base Year 1 (one) Total \$ 433,038
Optional Renewal Year 1 Total \$ 446,123
Optional Renewal Year 2 (two) Total \$ 459,588
Optional Renewal Year 3 (three) Total \$ 473,435
Grand Total based on 4 Years \$0.00
\$1,812,184

Notes:

- 1) "Per unit cost" is the cost per health care facility appraisal that includes all related costs for the service.
- 2) "Estimated Quantity" is only an estimate for use in evaluating an estimated total cost. Actual quantities may be more or less.
- 3) The contract price will remain firm for the life of the contract.
- 4) Vendor will invoice BMS monthly for work completed in the previous month.
- 5) The Vendors Cost will include all general and administrative staffing (secretarial, clerical, etc.), travel, supplies and other resource costs necessary to perform all services within the scope of this procurement.
- 6) The cost bid will be evaluated on the Cost of Contract for the four (4) year period.
- 7) Vendor will not be eligible to invoice any operational or programmatic costs while invoicing for start-up costs.
- 8) Program services shall be invoiced monthly in arrears.

OPTIONAL SERVICES:

Major facility renovations may necessitate an additional appraisal during the year and is to be billed on a private pay basis to the facility requesting the additional appraisal.

CBIZ Valuation Group, LLC

(Company)

Ron Acebal, National Director

(Representative Name, Title)
P: 609.896.0300 F: 262.677.2130

(Contact Phone/Fax Number)

10/15/19

(Date)



Authorized Signature

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

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

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

DEFINITIONS:

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

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

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

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (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, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: CBIZ Valuation Group, LLC

Authorized Signature: *[Signature]* Date: 10/14/19

State of Wisconsin

County of Washington, to-wit:

I, the undersigned, do hereby swear to before me this 14 day of October, 2019.

My Commission expires July 4, 2022.



NOTARY PUBLIC Kathleen Jaeger, *[Signature]*

West Virginia Ethics Commission



Disclosure of Interested Parties to Contracts

Pursuant to *W. Va. Code* § 6D-1-2, a state agency may not enter into a contract, or a series of related contracts, that has/have an actual or estimated value of \$1 million or more until the business entity submits to the contracting state agency a Disclosure of Interested Parties to the applicable contract. In addition, the business entity awarded a contract is obligated to submit a supplemental Disclosure of Interested Parties reflecting any new or differing interested parties to the contract within 30 days following the completion or termination of the applicable contract.

For purposes of complying with these requirements, the following definitions apply:

"Business entity" means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation, but does not include publicly traded companies listed on a national or international stock exchange.

"Interested party" or *"Interested parties"* means:

- (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors;
- (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract. (This subdivision does not apply to a publicly traded company); and
- (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency. (This subdivision does not apply to persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.)

"State agency" means a board, commission, office, department or other agency in the executive, judicial or legislative branch of state government, including publicly funded institutions of higher education: Provided, that for purposes of *W. Va. Code* § 6D-1-2, the West Virginia Investment Management Board shall not be deemed a state agency nor subject to the requirements of that provision.

The contracting business entity must complete this form and submit it to the contracting state agency prior to contract award and to complete another form within 30 days of contract completion or termination.

This form was created by the State of West Virginia Ethics Commission, 210 Brooks Street, Suite 300, Charleston, WV 25301-1804. Telephone: (304)558-0664; fax: (304)558-2169; e-mail: ethics@wv.gov; website: www.ethics.wv.gov.

West Virginia Ethics Commission
Disclosure of Interested Parties to Contracts

(Required by W. Va. Code § 6D-1-2)

Name of Contracting Business Entity: CBIZ Valuation Group, LLC Address: 1009 Lenox Drive, Suite 105
Lawrenceville, NJ 08648

Name of Authorized Agent: Ron Acebal Address: Same as above

Contract Number: _____ Contract Description: Health Facilities Appraisal 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:  Date Signed: 10/15/19

Notary Verification

State of Wisconsin, County of Washington:

I, Ron Acebal, 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 14th day of October

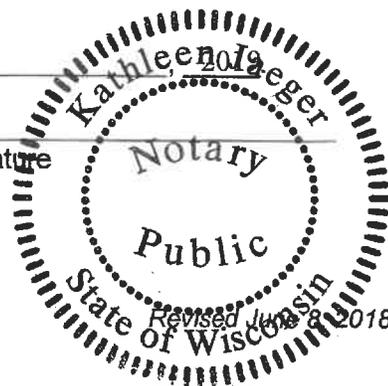
Kathleen Jaeger 
Notary Public's Signature

To be completed by State Agency: My commission expires July 4th, 2022.

Date Received by State Agency: _____

Date submitted to Ethics Commission: _____

Governmental agency submitting Disclosure: _____



ATTACHMENT 1

Provisions Required for Federally Funded Procurements

1. **Federal Funds:** This purchase is being funded in whole or in part with Federal Funds and is subject to the requirements established in 2 CFR § 200. Pursuant to 2 CFR § 200.317 the provisions of 2 CFR §§ 200.322 and 200.326 are expressly included in this solicitation below and incorporated into any contract resulting from this solicitation by reference.
2. **2 CFR §200.322 Procurement of recovered materials:** A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors 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.
3. **§200.326 Contract provisions:** Pursuant to the requirements contained in 2 CFR §§ 200.317 and 200.326, the following provisions are included any contract resulting from this solicitation, to the extent that the provisions are applicable.
 - (A) At a minimum, the administrative, contractual, or legal remedies contained in W. Va. CSR § 148-1-5 and the applicable definitions contained in W. Va. CSR § 148-1-2 apply to any contract resulting from this solicitation in instances where contractors violate or breach contract terms for contracts for more than the simplified acquisition threshold currently set at \$150,000 (which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908),.

West Virginia Code of State Rules § 148-1-5 states:

§ 148-1-5. Remedies.

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.a. Cancellation. The Director may cancel a purchase or contract immediately under any one of the following conditions including, but not limited to:

5.2.a.1. The vendor agrees to the cancellation;

5.2.a.2. 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.a.3. Failure to honor any contractual term or condition or to honor standard commercial practices;

5.2.a.4. The existence of an organizational conflict of interest is identified;

5.2.a.5. Funds are not appropriated or an appropriation is discontinued by the legislature for the acquisition.

5.2.a.6. Violation of any federal, state, or local law, regulation, or ordinance.

5.2.b. The Director may cancel a purchase or contract for any reason or no reason, upon providing the vendor with 30 days' notice of the cancellation.

5.2.c. 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.d. 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.d.1. 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.d.2. 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.a. The Director may suspend, for a period not to exceed one (1) year, the right of a vendor to bid on procurements issued by the Purchasing Division or any state spending unit under its authority if:

5.4.a.1. The vendor has exhibited a pattern of submitting bids and then requesting that its bid be withdrawn after bids have been publicly opened. For purposes of this provision, a pattern is two or more instances in any 12 month period.

5.4.a.2. The vendor has exhibited a pattern of poor performance in fulfilling his or her contractual obligations to the State. Poor performance includes, but is not limited to, two or more instances of any of the following: violations of law, regulation, or ordinance; failure to deliver timely; failure to deliver quantities ordered; poor performance reports; and failure to deliver commodities, services, or printing at the quality level required by the contract.

5.4.a.3. 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.a.4. The vendor's actions have given rise to one or more of the grounds for debarment listed in section 5A-3-33d.

5.4.b. Vendor suspension for the reasons listed in section 5.4 above shall occur as follows:

5.4.b.1. Upon a determination by the Director that a suspension is warranted, the Director will serve a notice of suspension to the vendor.

5.4.b.2. A notice of suspension must inform the vendor:

5.4.b.2.A. Of the grounds for the suspension;

5.4.b.2.B. Of the duration of the suspension;

5.4.b.2.C. Of the right to request a hearing contesting the suspension;

5.4.b.2.D. That a request for a hearing must be served on the Director no later than five (5) working days of the vendor's receipt of the notice of suspension;

5.4.b.2.E. That the vendor's failure to request a hearing no later than five (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.b.2.F. 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.b.3. A vendor's failure to serve a request for hearing on the Director no later than five (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.b.4. 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.b.5. Within five (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.b.6. The hearing will be recorded and an official record prepared. Within ten (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.c. A vendor may appeal a decision of the Director to the Secretary of Administration. The appeal must be in writing and served on the Secretary no later than five (5) working days of receipt of the Director's decision.

5.4.d. 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 ten (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.e. Any notice or service related to suspension actions or proceedings must be provided by certified mail, return receipt requested.

5.5. Vendor Debarment. The Director may debar a vendor on the basis of one or more of the grounds for debarment contained in West Virginia 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.a. Debarment proceedings shall be conducted in accordance with West Virginia 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.b. 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.c. 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.d. Pursuant to West Virginia Code section 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.e. List of Debarred Vendors. The Director shall maintain and publicly post a list of debarred vendors on the Purchasing Division's website.

5.6. Damages.

5.6.a. 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.b. 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.c. 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.

(B) At a minimum, the termination for cause and for convenience provisions contained in W. Va. CSR § 148-1-5.2 and the applicable definitions contained in W. Va. CSR § 148-1-2 apply to any contract in excess of \$10,000 resulting from this solicitation.

West Virginia Code of State Rules § 148-1-5.2 states:

5.2. Contract Cancellation.

5.2.a. Cancellation. The Director may cancel a purchase or contract immediately under any one of the following conditions including, but not limited to:

5.2.a.1. The vendor agrees to the cancellation;

5.2.a.2. 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.a.3. Failure to honor any contractual term or condition or to honor standard commercial practices;

5.2.a.4. The existence of an organizational conflict of interest is identified;

5.2.a.5. Funds are not appropriated or an appropriation is discontinued by the legislature for the acquisition.

5.2.a.6. Violation of any federal, state, or local law, regulation, or ordinance.

5.2.b. The Director may cancel a purchase or contract for any reason or no reason, upon providing the vendor with 30 days' notice of the cancellation.

5.2.c. 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.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “**federally assisted construction contract**” in 41 CFR Part 60–1.3 must include 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.”

41 CFR § 60-1.3 defines “Federally assisted construction contract” as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

Accordingly, to the extent that this contract meets the definition of a “federally assisted construction contract” under 41 CFR Part 60-1.3, the following clause is included:

41 CFR 60-1.4 - Equal opportunity clause. (b) *Federally assisted construction contracts.*

In accordance with the requirements of described above, and except as otherwise provided in the applicable regulations, the following language is hereby incorporated into any contract resulting from this solicitation involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however,* That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may

request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

(D) Davis-Bacon Act, as amended (40 U.S.C.3141–3148). Any construction contract resulting from this solicitation hereby requires 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 are required to 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. In addition, contractors are required to pay wages not less than once a week.

Any construction contract resulting from this solicitation hereby requires compliance 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”). The Act provides that each contractor or subrecipient 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.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, any contract resulting from this solicitation in excess of \$100,000 that involve the employment of mechanics or laborers hereby requires compliance 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, each contractor 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.

(F) Rights to Inventions Made Under a Contract or Agreement. 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.

(G) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended— Any contract resulting from this solicitation in excess of \$150,000 hereby requires compliance 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**).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)— Any contract resulting from this solicitation will not be awarded to parties listed on the government wide Excluded Parties List System 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.”

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)— Any contract resulting from this solicitation requires compliance with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award of \$100,000 or more 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.

**APPENDIX A
NURSING HOME FACILITIES**

ANSTED CENTER	106 Tyree Stree Operations LLC	96 TYREE STREET	ANSTED	WV	Fayette	(304)658-5271
BERKELEY SPRINGS CENTER	Stonerise Healthcare	456 AUTUMN ACRES ROAD	BERKELEY SPRINGS	WV	Morgan	(304)258-3673
BISHOP JOSEPH HODGES CONTINUOUS CARE CENTER	Bishop Joseph Hodges Continuous Care Center	236 BRANSFIELD PLACE	WHEELING	WV	Ohio	(304)243-3800
BRAXTON HEALTH CARE CENTER	Braxton Health Care Center, LLC	859 DAYS DRIVE	Sutton	WV	Braxton	(304)765-2861
BRIDGEPORT HEALTH CARE CENTER	Bridgeport Health Care Center	1081 MAPLEWOOD DRIVE	Bridgeport	WV	Harrison	(304)842-4135
BRIGHTWOOD CENTER	840 Lee Road Operations, LLC	840 LEE ROAD	Follansbee	WV	Brooke	(304)527-1100
CABELL HEALTH CARE CENTER	Cabell Health Care Center, LLC	30 HIDDEN BROOK WAY	CULLODEN	WV	Cabell	(304)390-5709
CAMERON NURSING AND REHABILITATION CENTER	Cameron Nursing & Rehabilitation Center	ROUTE 4, BOX 20	CAMERON	WV	Marshall	(304)686-3318
CANTERBURY CENTER	80 Maddex Drive Operations, LLC	80 MADDEX DRIVE	SHEPHERDSTOWN	WV	Jefferson	(304)876-9422
CARE HAVEN CENTER	2720 Charles Town Road Operations, LLC	2720 CHARLES TOWN ROAD	MARTINSBURG	WV	Berkeley	(304)263-0933
CAREHAVEN OF PLEASANTS	Pleasants Carehaven Operating, LLC	506 RIVERVIEW ROAD	BELMONT	WV	Pleasants	(304)665-2065
CEDAR RIDGE CENTER	302 Cedar Ridge Road Operations, LLC	302 CEDAR RIDGE ROAD	SISSONVILLE	WV	Kanawha	(304)984-0046
CLARKSBURG NURSING AND REHABILITATION CENTER	Clarksburg Nursing and Rehabilitation Center, LLC	801 DAVISSON RUN ROAD	Clarksburg	WV	Harrison	(304)624-6500
CLARY GROVE	Clary Grove	209 CLOVER STREET	MARTINSBURG	WV	Berkeley	(304)263-8921
CLAY HEALTH CARE CENTER	Clay Health Care Center	1053 CLINIC DRIVE	IVYDALE	WV	Clay	(304)286-4204
CORTLAND ACRES NURSING HOME	Cortland Acres Association, Inc.	39 CORTLAND ACRES LANE	THOMAS	WV	Tucker	(304)463-4181
CRESTVIEW MANOR NURSING AND REHABILITATION	Crestview-THS, LLC	199 COURT STREET	JANE LEW	WV	Lewis	(304)884-7811
DAWN VIEW CENTER	Diane Drive Operations, LLC	11 DIANE DRIVE	FORT ASHBY	WV	Mineral	(304)298-3602
DUNBAR CENTER	Dunbar Center	501 CALDWELL LANE	DUNBAR	WV	Kanawha	(304)744-4761
E.A. HAWSE NURSING AND REHABILITATION CENTER	E.A. Hawse Nursing and Rehabilitation Center	18086 STATE ROUTE 55	BAKER	WV	Hardy	(304)897-5903
EAGLE POINTE	Parkersburg Acquisition, LLC	1600 27TH STREET	parkersburg	WV	Wood	(304)485-6476
EASTBROOK CENTER	Eastbrook Center	3819 CHESTERFIELD AVENUE	CHARLESTON	WV	Kanawha	(304)925-4771
ELDERCARE HEALTH AND REHABILITATION	Eldercare of Jackson County, LLC	107 MILLER DRIVE	RIPLEY	WV	Jackson	(304)372-5115
ELKINS REGIONAL CONVALESCENT CENTER	Elkins Regional Convalescent Center, Inc.	1175 BEVERLY PIKE	Elkins	WV	Randolph	(304)636-1391
FAIRMONT HEALTHCARE AND REHABILITATION CENTER	Guardian Elder Care at Fairmont, LLC	130 KAUFMAN DRIVE	Fairmont	WV	Marion	(304)363-5633
FAYETTE NURSING AND REHABILITATION CENTER	Fayette Nursing and Rehabilitation Center	100 HRESAN BOULEVARD	FAYETTEVILLE	WV	Fayette	(304)574-0770
GLASGOW HEALTH AND REHABILITATION CENTER	Glasgow Operating Company LLC	120 MELROSE DRIVE, BOX 350	GLASGOW	WV	Kanawha	(304)595-1155
GLENVILLE CENTER	Sunbridge Glenville Health Care, LLC	111 FAIRGROUND ROAD	Glenville	WV	Gilmer	(304)462-5718

**APPENDIX A
NURSING HOME FACILITIES**

GOOD SAMARITAN SOCIETY OF BARBOUR COUNTY	The Evangelical Lutheran Good Samaritan Society	216 SAMARITAN CIRCLE	BELINGTON	WV	Barbour	(304)823-2555
GOOD SHEPHERD NURSING HOME	Good Shepherd Nursing Home, LC	159 EDGINGTON LANE	wheeling	WV	Ohio	(304)242-1093
GRANT COUNTY NURSING HOME	Grant County Nursing Home	127 EARLY AVENUE	Petersburg	WV	Grant	(304)257-4233
GREENBRIER HEALTH CARE CENTER	Greebrier County Nursing Home Associates	ROUTE 2, BOX 159A	LEWISBURG	WV	Greenbrier	(304)645-3076
GUARDIAN ELDER CARE AT WHEELING	Guardian Elder Care at Wheeling, LLC	20 HOMESTEAD AVENUE	WHEELING	WV	Ohio	(304)234-0500
HAMPSHIRE CENTER	Hampshire Center	260 SUNRISE BOULEVARD	ROMNEY	WV	Hampshire	(304)822-7527
HAMPSHIRE MEMORIAL HOSPITAL	Valley Health Hampshire Memorial Hospital, Inc.	363 SUNRISE BLVD	ROMNEY	WV	Hampshire	(304)822-4561
HARPER MILLS	Riparian Investments, LLC	100 HEARTLAND DRIVE	BECKLEY	WV	Raleigh	(304)256-1650
HERITAGE CENTER	Heritage Center	101-13TH STREET	HUNTINGTON	WV	Cabell	(304)525-7622
HIDDEN VALLEY CENTER	422 23rd Street Operations, LLC	422 23RD STREET	OAK HILL	WV	Fayette	(304)465-1903
HILLCREST HEALTH CARE CENTER	Hillcrest Health Care Center, LLC	432 KENMORE DRIVE	DANVILLE	WV	Boone	(304)369-0986
HILLTOP CENTER	Saddle Shop Road Operations, LLC	152 SADDLESHOP ROAD	HILLTOP	WV	Fayette	(304)469-2966
HOLBROOK NURSING HOME	Holbrook Nursing Home, Inc.	183 HOLBROOK ROAD	Buckhannon	WV	Upshur	(304)472-3280
HUNTINGTON HEALTH AND REHABILITATION CENTER	Seventeenth Street Associates, LLC	1720 17TH STREET	HUNTINGTON	WV	Cabell	(304)529-6031
LEWISBURG CENTER	Lewisburg CenterLLC	979 ROCKY HILL ROAD	RONCEVERTE	WV	Greenbrier	(304)645-7270
LINCOLN NURSING AND REHABILITATION CENTER	Lincoln Nursing and Rehabilitation, LLC	200 MONDAY DRIVE	HAMLIN	WV	Lincoln	(304)824-3133
LOGAN CENTER	Three Mile Curve Operations, LLC	55 LOGAN MINGO MENTAL HEALTH CENTER ROAD	LOGAN	WV	Logan	(304)752-2273
MADISON PARK HEALTHCARE	Fairhaven OpCo, LLC	700 MADISON AVENUE	HUNTINGTON	WV	Cabell	(304)522-0032
MADISON, THE	The Madison	161 BAKERS RIDGE ROAD	MORGANTOWN	WV	Monongalia	(304)285-0692
MAIN STREET CARE	Main Street Hinton	189 SUMMERS HOSPITAL ROAD, SUITE 300	HINTON	WV	Summers	(304)466-6090
MAPLES NURSING HOME	Maples Nursing Home	1600 BLAND STREET	BLUEFIELD	WV	Mercer	(304)327-2485
MAPLESHIRE NURSING AND REHABILITATION CENTER	Morgantown SNF Acquistion, LLC	30 MON GENERAL DRIVE	MORGANTOWN	WV	Monongalia	(304)285-2720
MARMET CENTER	1 Sutphin Drive Operations LLC	ONE SUTPHIN DRIVE	MARMET	WV	Kanawha	(304)949-1580
MCDOWELL NURSING AND REHABILITATION CENTER	McDowell Nursing and Rehabilitation Center	150 VENUS ROAD	GARY	WV	Mcdowell	(304)448-2121
MEADOW GARDEN	Rainelle Center, LLC	606 PENNSYLVANIA AVENUE	RAINELLE	WV	Greenbrier	(304)438-6127
MEADOWBROOK ACRES	Harrel Memorial Nursing Center	2149 GREENBRIER STREET	Charleston	WV	Kanawha	(304)344-4268
MEADOWVIEW MANOR	Bridgeport Center LLC	41 CRESTVIEW TERRACE	BRIDGEPORT	WV	Harrison	(304)842-7101
MERCER NURSING AND REHABILITATION CENTER	AMFM of Mercer County, Inc.	1275 SOUTHVIEW DRIVE	BLUEFIELD	WV	Mercer	(304)325-5448

**APPENDIX A
NURSING HOME FACILITIES**

MILETREE CENTER	825 Summit Street Operations, LLC	825 SUMMIT STREET	SPENCER	WV	Roane	(304)927-1007
MINNIE HAMILTON HEALTH CARE	Minnie Hamilton Health Care Center	186 HOSPITAL DRIVE	GRANTSVILLE	WV	Calhoun	(304)354-9244
MONTGOMERY GENERAL ELDERLY CARE	Montgomery General Elderly Care	501 ADAMS STREET	MONTGOMERY	WV	Fayette	(304)442-7479
MONTGOMERY GENERAL HOSPITAL	Montgomery General Hospital, Distinct Part	401 6TH AVENUE	MONTGOMERY	WV	Fayette	(304)442-5151
MORGANTOWN HEALTH AND REHABILITATION CENTER	Morgantown Operating Company LLC	1379 VAN VOORHIS RD	Morgantown	WV	Monongalia	(304)599-9480
MOUND VIEW	Moundsville Center LLC	2200 FLORAL STREET	Moundsville	WV	Marshall	(304)843-1035
NELLA'S INC	Nella's Inc.	399 FERGUSON ROAD	ELKINS	WV	Randolph	(304)636-1008
NELLA'S NURSING HOME	Nella's Nursing Home, Inc.	200 WHITMAN AVENUE, CRYSTAL SPRINGS	ELKINS	WV	Randolph	(304)636-2033
NEW MARTINSVILLE CENTER	Sunbridge Mountain Care Management, LLC	225 RUSSELL AVENUE	NEW MARTINSVILLE	WV	Wetzel	(304)455-2600
OAK RIDGE CENTER	1000 Association Drive	1000 ASSOCIATION DRIVE	CHARLESTON	WV	Kanawha	(304)347-4372
OHIO VALLEY HEALTH CARE	Ohio Valley Health Care	222 NICOLETTE ROAD	PARKERSBURG	WV	Wood	(304)485-5137
PARKERSBURG CENTER	PARKERSBURG CENTER	1716 GIHON ROAD	Parkersburg	WV	Wood	(304)485-5511
PENDLETON MANOR	Pendleton Manor	68 GOOD SAMARITAN DRIVE	FRANKLIN	WV	Pendleton	(304)358-2322
PIERPONT CENTER AT FAIRMONT CAMPUS	1543 Country Club Road Manor Operations, LLC	1543 COUNTRY CLUB ROAD	Fairmont	WV	Marion	(304)363-2273
PINE LODGE	Pine Lodge	405 STANAFORD ROAD	BECKLEY	WV	Raleigh	(304)252-6317
PINE RIDGE	Kingwood Center LLC	300 MILLER ROAD	KINGWOOD	WV	Preston	(304)329-3195
PINE VIEW NURSING AND REHABILITATION CENTER	Pine View Nursing and Convalescent Home, Inc.	400 MCKINLEY STREET	HARRISVILLE	WV	Ritchie	(304)643-2712
PINEY VALLEY	Keyser Center LLC	135 SOUTHERN DRIVE	KEYSER	WV	Mineral	(304)788-3415
PLEASANT VALLEY NURSING AND REHABILITATION CENTER	Pleasant Valley Nursing and Rehabilitation Center	1200 SAND HILL ROAD	POINT PLEASANT	WV	Mason	(304)675-4340
POCAHONTAS CENTER	Stillwell Road Operations LLC	5 EVERETT TIBBS ROAD	MARLINTON	WV	Pocahontas	(304)799-7375
PRINCETON CENTER	Princeton Center LLC	1924 GLEN WOOD PARK RD.	PRINCETON	WV	Mercer	(304)425-8128
PRINCETON HEALTH CARE CENTER	Princeton Health Care Center	315 COURTHOUSE RD.	PRINCETON	WV	Mercer	(304)487-3458
PUTNAM CENTER	Putnam Center	300 SEVILLE ROAD	HURRICANE	WV	Putnam	(304)757-6805
RALEIGH CENTER	Raleigh Center	1631 RITTER DRIVE	DANIELS	WV	Raleigh	(304)763-3051
RAVENSWOOD VILLAGE	200 Ritchie Avenue Operations LLC	200 RITCHIE AVENUE	RAVENSWOOD	WV	Jackson	(304)273-9385
RIVER OAKS	Clarksburg Center LLC	100 PARKWAY DRIVE	Clarksburg	WV	Harrison	(304)624-6401
RIVERSIDE HEALTH AND REHABILITATION CENTER	Beverly Enterprises - West Virginia, Inc.	6500 MACCORKLE AVENUE SW	SAINT ALBANS	WV	Kanawha	(304)768-0002
ROANE GENERAL HOSPITAL	Roane General Hospital, Distinct Part	200 HOSPITAL DRIVE	Spencer	WV	Roane	(304)927-4444

**APPENDIX A
NURSING HOME FACILITIES**

ROSEWOOD CENTER	8 Rose Street Operations LLC	8 ROSE STREET	GRAFTON	WV	Taylor	(304)265-0095
SALEM CENTER	Salem Center	255 SUNBRIDGE DRIVE	SALEM	WV	Harrison	(304)782-3000
SHENANDOAH CENTER	Shenandoah Center	50 MULBERRY TREE STREET	Charles Town	WV	Jefferson	(304)724-1101
		201 WOOD STREET OPERATIONS, LLC	SISTERSVILLE	WV	Tyler	(304)652-1032
SISTERSVILLE CENTER	Sistersville Center	ROUTE 1 BOX 101-A	Lindside	WV	Monroe	(304)753-4332
SPRINGFIELD CENTER	Springfield Center LLC	PO BOX 9066	MONONGAH	WV	Marion	(304)534-5220
ST. BARBARA'S MEMORIAL NURSING HOME	St. Barbara's Memorial Nursing Home	AMALIA DRIVE #1	BUCKHANNON	WV	Upshur	(304)473-2000
ST. JOSEPH'S HOSPITAL	St. Joseph's Hospital, Distinct Part	125 FOX LANE	Chester	WV	Hancock	(304)387-0101
STONE PEAR PAVILION	Fox Nursing Home, Inc.	198 JOHN COOK NURSING HOME ROAD	HINTON	WV	Summers	(304)466-0332
SUMMERS NURSING AND REHABILITATION CENTER	AMFM OF SUMMERS COUNTY, INC.					
SUMMERSVILLE REGIONAL MEDICAL CENTER	Summersville Regional Medical Center, Distinct Part	400 FAIRVIEW HEIGHTS ROAD	SUMMERSVILLE	WV	Nicholas	(304)872-2891
SUNDALE NURSING HOME	Sundale Nursing Home	800 J D ANDERSON DRIVE	MORGANTOWN	WV	Monongalia	(304)599-0497
TAYLOR HEALTH CARE CENTER	Taylor Health Care Center	1 HOSPITAL PLAZA	GRAFTON	WV	Taylor	(304)265-0400
TEAYS VALLEY CENTER	Teays Valley Center	590 NORTH POPLAR FORK ROAD	HURRICANE	WV	Putnam	(304)757-7826
TRINITY HEALTH CARE OF LOGAN	Trinity Health Care Services, Inc.	1000 WEST PARK AVENUE	LOGAN	WV	Logan	(304)752-8723
TRINITY HEALTH CARE OF MINGO	Trinity Health Care Services, Incl	100 HILLCREST DRIVE	WILLIAMSON	WV	Mingo	(304)235-7005
TYGART CENTER AT FAIRMONT CAMPUS	1539 Country Club Road Operations, LLC	1539 COUNTRY CLUB ROAD	FAIRMONT	WV	Marion	(304)366-9100
VALLEY CENTER	1000 Lincoln Drive Operations, LLC	1000 LINCOLN DRIVE	CHARLESTON	WV	Kanawha	(304)768-4400
WAR MEMORIAL HOSPITAL	War Memorial Hospital, Distinct Part	1 HEALTHY WAY	BERKLEY SPRINGS	WV	Morgan	(304)258-6502
WAYNE NURSING AND REHABILITATION CENTER	AMFM of Wayne County, Inc.	6999 ROUTE 152	WAYNE	WV	Wayne	(304)697-7007
WEBSTER NURSING AND REHABILITATION CENTER	AMFM of Webster County, Inc.	411 ERBACON ROAD	COWEN	WV	Webster	(304)226-5301
WEIRTON GERIATRIC CENTER	Weirton Geriatric Center	2525 PENNSYLVANIA AVENUE	WEIRTON	WV	Hancock	(304)723-4300
WEIRTON MEDICAL CENTER	Weirton Medical Center, Distinct Part	601 COLLIERS WAY	Weirton	WV	Hancock	(304)797-6000
WELLSBURG CENTER	Wellsburg Center LLC	70 VALLEY HAVEN DR	Wellsburg	WV	Brooke	(304)394-5322
WHITE SULPHUR SPRINGS CENTER	Route 92 Operations, LLC	345 POCAHONTAS TRAIL	WHITE SULPHUR SPR	WV	Greenbrier	(304)536-4661
WILLOW TREE MANOR	Blue Ridge Nursing, LLC	1263 SOUTH GEORGE STREET	Charles Townn	WV	Jefferson	(304)725-6575
WILLOWS CENTER	723 Summers Street Operations, LLC	723 SUMMERS STREET	Parkersburg	WV	Wood	(304)428-5573
WORTHINGTON HEALTHCARE CENTER	Thirty Six Leasing Co., LLC	2675 36TH STREET	PARKERSBURG	WV	Wood	(304)485-7447
WYOMING NURSING AND REHABILITATION CENTER	AMFM Of Wyoming County, Inc.	236 WARRIOR WAY	NEW RICHMOND	WV	Wyoming	(304)294-7586

**APPENDIX B
ICF/IID FACILITIES**

Health Facility/Provider Search

Facility Name	Legal Name	Physical Address	City	State	Zip	County	Phone Number
1204 S. KANAWHA GROUP HOME	VOCA CORPORATION OF WEST VIRGINIA, INCORPORATED	1204 S. KANAWHA STREET	BECKLEY	WV	25801	Raleigh	(304)252-5676
5TH AVENUE GROUP HOME	RSCR WEST VIRGINIA, INCORPORATED	916 FIFTH AVENUE	SAINT ALBANS	WV	25177	Kanawha	(304)720-2331
6TH STREET WEST GROUP HOME	VOCA CORPORATION OF WEST VIRGINIA, INCORPORATED	1036 6TH STREET WEST	HUNTINGTON	WV	25701	Cabell	(304)399-1257
811 S. KANAWHA GROUP HOME	VOCA CORPORATION OF WEST VIRGINIA, INCORPORATED	811 S. KANAWHA STREET	BECKLEY	WV	25801	Raleigh	(304)252-5937
ACCOVILLE GROUP HOME	VOCA CORPORATION OF WEST VIRGINIA, INCORPORATED	30 LULA SMOOTH DRIVE	ACCOVILLE	WV	25606	Logan	(304)583-7614
AMHERSTDALE GROUP HOME	VOCA CORPORATION OF WEST VIRGINIA, INCORPORATED	525 PROCTOR BOTTOM ROAD	AMHERSTDALE	WV	25607	Logan	(304)583-7085
ARC GROUP HOME	ARC OF THE THREE RIVERS, INCORPORATED	523 24TH STREET	DUNBAR	WV	25064	Kanawha	(304)768-2345
BARBOUR STREET GROUP HOME	RSCR WEST VIRGINIA, INCORPORATED	140 BARBOUR STREET	BUCKHANNON	WV	26201	Upshur	(304)472-1350
BETSY BROH HOUSE	BETSY BROH HOUSE	1625 6TH AVENUE	HUNTINGTON	WV	25701	Cabell	(304)529-2793
BIRCH LANE GROUP HOME	POTOMAC CENTER, INCORPORATED	347 W. BIRCH LANE	ROMNEY	WV	26757	Hampshire	(304)822-3861
B-U GROUP HOME	RSCR WEST VIRGINIA, INCORPORATED	196 JACK LANE	BUCKHANNON	WV	26201	Upshur	(304)472-5503
CHAFIN GROUP HOME	VOCA CORPORATION OF WEST VIRGINIA, INCORPORATED	6905 MERRITTS CREEK ROAD	HUNTINGTON	WV	25702	Cabell	(304)736-7463
CHURCH LANE GROUP HOME	VOCA CORPORATION OF WEST VIRGINIA, INCORPORATED	226 CHURCH LANE	PRINCETON	WV	24740	Mercer	(304)425-2069
CORNELL STREET GROUP HOME	RSCR WEST VIRGINIA, INCORPORATED	1600 CORNELL STREET	KEYSER	WV	26726	Mineral	(304)788-0101
CROSS LANES GROUP HOME	RSCR WEST VIRGINIA, INCORPORATED	5202 LINDA VISTA DRIVE	CROSS LANES	WV	25313	Kanawha	(304)776-5010
DAVIS STREET GROUP HOME	RSCR WEST VIRGINIA, INCORPORATED	26 DAVIS STREET	PETERSBURG	WV	26847	Grant	(304)257-4474
EAST END GROUP HOME	RSCR WEST VIRGINIA, INCORPORATED	300 RUFFNER AVENUE	CHARLESTON	WV	25301	Kanawha	(304)341-0242
EIGHTH AVENUE GROUP HOME	VOCA CORPORATION OF WEST VIRGINIA, INCORPORATED	1519 8TH AVENUE	HUNTINGTON	WV	25701	Cabell	(304)523-0177
FAIRMONT GROUP HOME	VOCA CORPORATION OF WEST VIRGINIA, INCORPORATED	1542 MARY LOU RETTON DRIVE	FAIRMONT	WV	26554	Marion	(304)366-4415
FOWLER GROUP HOME	RSCR WEST VIRGINIA, INCORPORATED	408 FOWLER AVENUE	CLARKSBURG	WV	26301	Harrison	(304)622-0844
FRANKLIN GROUP HOME	RSCR WEST VIRGINIA, INCORPORATED	300 OLD PIKE ROAD	FRANKLIN	WV	26807	Pendleton	(304)358-2407
GABOYA PLACE GROUP HOME	RSCR WEST VIRGINIA, INCORPORATED	201 SOUTH WATER STREET	MARTINSBURG	WV	25401	Berkeley	(304)263-4601
GIHON ROAD GROUP HOME	RSCR WEST VIRGINIA, INCORPORATED	2240 GIHON ROAD	PARKERSBURG	WV	26101	Wood	(304)485-0482
GUYANDOTTE GROUP HOME	VOCA CORPORATION OF WEST VIRGINIA, INCORPORATED	209 RICHMOND STREET	HUNTINGTON	WV	25702	Cabell	(304)522-6748

**APPENDIX B
ICF/IID FACILITIES**

HANSFORD STREET GROUP HOME	RSCR WEST VIRGINIA, INCORPORATED	637 HANSFORD STREET	SAINT ALBANS	WV	25177	Kanawha	(304)722-1979
HARMON SCHOOL ROAD GROUP HOME	HARMON SCHOOL ROAD GROUP HOME	2164 HARMON SCHOOL ROAD	PRINCETON	WV	24739	Barbour	(304)425-4200
HUDSON STREET GROUP HOME	RSCR WEST VIRGINIA, INCORPORATED	222 HUDSON STREET	SAINT ALBANS	WV	25177	Kanawha	(304)727-5170
JACKSON AVENUE GROUP HOME	RSCR WEST VIRGINIA, INCORPORATED	330 JACKSON AVENUE	MADISON	WV	25130	Boone	(304)369-1779
JUDYVILLE GROUP HOME	VOCA CORPORATION OF WEST VIRGINIA, INCORPORATED	308 JUDYVILLE ROAD	LEWISBURG	WV	24901	Greenbrier	(304)647-3211
KENOVA GROUP HOME	VOCA CORPORATION OF WEST VIRGINIA, INCORPORATED	1802 BEECH STREET	KENOVA	WV	25530	Wayne	(304)453-3239
LAKEVIEW GROUP HOME	RSCR WEST VIRGINIA, INCORPORATED	826 LAKEVIEW DRIVE	PARKERSBURG	WV	26101	Wood	(304)422-5359
MAIN STREET GROUP HOME	VOCA CORPORATION OF WEST VIRGINIA, INCORPORATED	264 WEST MAIN STREET	SALEM	WV	26426	Harrison	(304)782-3517
MCGHEE GROUP HOME	VOCA CORPORATION OF WEST VIRGINIA, INCORPORATED	6961 RIGHTFORK MERRITTS CREEK RD	HUNTINGTON	WV	25702	Cabell	(304)762-2430
MCVEIGH GROUP HOME	VOCA CORPORATION OF WEST VIRGINIA, INCORPORATED	1941 MCVEIGH AVENUE	HUNTINGTON	WV	25703	Cabell	(304)399-1252
MONROE GROUP HOME	VOCA CORPORATION OF WEST VIRGINIA, INCORPORATED	1319 MONROE AVENUE	HUNTINGTON	WV	25704	Cabell	(304)399-1261
MONTVUE GROUP HOME	VOCA CORPORATION OF WEST VIRGINIA, INCORPORATED	340 MONTVUE DRIVE	LEWISBURG	WV	24901	Greenbrier	(304)645-4215
MT CLARE GROUP HOME	VOCA CORPORATION OF WEST VIRGINIA, INCORPORATED	7782 MOUNT CLARE ROAD	MOUNT CLARE	WV	26408	Harrison	(304)745-3014
NORTHSIDE GROUP HOME	RSCR WEST VIRGINIA, INCORPORATED	1200 THIRD STREET	MARTINSBURG	WV	25401	Berkeley	(304)263-4742
NUTTER FORT GROUP HOME	RSCR WEST VIRGINIA, INCORPORATED	218 INDIANA AVENUE	NUTTER FORT	WV	26301	Harrison	(304)624-6022
OAK HILL GROUP HOME	VOCA CORPORATION OF WEST VIRGINIA, INCORPORATED	134 BEECH AVENUE	OAK HILL	WV	25901	Fayette	(304)465-0505
OLD BLUEFIELD GROUP HOME	VOCA CORPORATION OF WEST VIRGINIA, INCORPORATED	591 OLD BLUEFIELD ROAD	PRINCETON	WV	24739	Barbour	(304)425-6204
POTOMAC CENTER	POTOMAC CENTER	ONE BLUE STREET	ROMNEY	WV	26757	Hampshire	(304)822-3861
RAVEN AVENUE GROUP HOME	NORTHWOOD HEALTH SYSTEMS, INCORPORATED	26 RAVEN AVENUE	WHEELING	WV	26003	Ohio	(304)234-3563
REM WV, INC., ARLINGTON	REM WEST VIRGINIA, INCORPORATED	115 ARLINGTON AVENUE	MOUNDSVILLE	WV	26041	Marshall	(304)845-0664
REM WV, INC., BROOKHAVEN ROAD	REM WEST VIRGINIA, INCORPORATED	618 BROOKHAVEN ROAD	MORGANTOWN	WV	26508	Monongalia	(304)292-6794
REM WV, INC., CURTIS AVENUE	REM WEST VIRGINIA, INCORPORATED	904 CURTIS AVENUE	MORGANTOWN	WV	26505	Monongalia	(304)296-5304
REM WV, INC., FLYNN AVENUE	REM WEST VIRGINIA, INCORPORATED	1501 FLYNN AVENUE	WHEELING	WV	26003	Ohio	(304)242-9330
REM WV, INC., G. C. & P. ROAD	REM WEST VIRGINIA, INCORPORATED	147 G.C. & P. ROAD	WHEELING	WV	26003	Ohio	(304)232-1749
REM WV, INC., NEW MARTINSVILLE	REM WEST VIRGINIA, INCORPORATED	170 PADUCAH DRIVE	NEW MARTINSVILLE	WV	26155	Wetzel	(304)455-4804

**APPENDIX B
ICF/IID FACILITIES**

REM WV, INC., ROCKDALE ROAD	REM WEST VIRGINIA, INCORPORATED	131 ROCKDALE ROAD	FOLLANSBEE	WV	26037	Brooke	(304)527-0192
REM WV, INC., WHITE AVENUE	REM WEST VIRGINIA, INCORPORATED	1040 WHITE AVENUE	MORGANTOWN	WV	26505	Monongalia	(304)296-9026
REM WV, INC., WOODCREST DRIVE	REM WEST VIRGINIA, INCORPORATED	201 WOODCREST DRIVE	FOLLANSBEE	WV	26037	Brooke	(304)527-1514
RITZ AVENUE GROUP HOME	NORTHWOOD HEALTH SYSTEMS, INCORPORATED	2302 RITZ AVENUE	WHEELING	WV	26003	Ohio	(304)234-3561
RIVERVIEW GROUP HOME	NORTHWOOD HEALTH SYSTEMS, INCORPORATED	102 12TH STREET	MC MECHEM	WV	26040	Marshall	(304)234-3520
RUSSELL NESBITT APARTMENTS	NORTHWOOD HEALTH SYSTEMS, INCORPORATED	501 MAIN STREET	WHEELING	WV	26003	Ohio	(304)234-3530
SALEM GROUP HOME	RSCR WEST VIRGINIA, INCORPORATED	272 W. MAIN STREET	SALEM	WV	26426	Harrison	(304)782-3068
SIXTEENTH STREET GROUP HOME	RSCR WEST VIRGINIA, INCORPORATED	2126 16TH STREET	PARKERSBURG	WV	26101	Wood	(304)485-0478
SOUTHSIDE GROUP HOME	RSCR WEST VIRGINIA, INCORPORATED	1207 WEST VIRGINIA AVENUE	MARTINSBURG	WV	25401	Berkeley	(304)263-4871
SPRING STREET GROUP HOME	RSCR WEST VIRGINIA, INCORPORATED	1615 SPRING STREET	PARKERSBURG	WV	26101	Wood	(304)485-0476
STONEWOOD GROUP HOME	RSCR WEST VIRGINIA, INCORPORATED	8082 SOUTH 2ND STREET	STONEWOOD	WV	26301	Harrison	(304)624-6002
SUMMERSVILLE GROUP HOME	VOCA CORPORATION OF WEST VIRGINIA, INCORPORATED	509 DUFFY STREET	Summersville	WV	26651	Nicholas	(304)872-2042
TEMPLE STREET GROUP HOME	VOCA CORPORATION OF WEST VIRGINIA, INCORPORATED	510 TEMPLE STREET	BECKLEY	WV	25801	Raleigh	(304)252-6871
TERRA ALTA CHILDREN'S HOME	TERRA ALTA CHILDREN'S HOME	101 EAST VIEW DRIVE	TERRA ALTA	WV	26764	Preston	(304)789-6795
THOMPSON GROUP HOME	VOCA CORPORATION OF WEST VIRGINIA, INCORPORATED	651 GLENWOOD HAVEN ROAD	PRINCETON	WV	24739	Barbour	(304)487-9042
VALLEY VIEW GROUP HOME	VOCA CORPORATION OF WEST VIRGINIA, INCORPORATED	129 VALLEY VIEW DRIVE	PRINCETON	WV	24740	Mercer	(304)425-0479
VIRGINIA AVENUE GROUP HOME	VOCA CORPORATION OF WEST VIRGINIA, INCORPORATED	821 VIRGINIA AVENUE	HUNTINGTON	WV	25701	Cabell	(304)523-0196
WASHINGTON STREET GROUP HOME	POTOMAC CENTER, INCORPORATED	400 WASHINGTON STREET	ROMNEY	WV	26757	Hampshire	(304)822-3330
WOODWARD CHILDREN'S HOME	WOODWARD CHILDREN'S HOME	1033 WOODWARD DRIVE	CHARLESTON	WV	25312	Kanawha	(304)720-6903

APPENDIX C

Request for Proposal
Facility Appraisal Services
BMS

Appendix C : Service Level Agreements (SLAs)

Because performance failures by the Vendor may cause BMS to incur additional administrative costs, BMS may assess liquidated damages against the Vendor pursuant to this section, and deduct the amount of the damages from any payments due the Vendor. Unless specified otherwise, BMS may give written notice to the Vendor of the failure that might result in the assessment of damages and the proposed amount of the damages. The Vendor shall have ten (10) calendar days from the date of the notice in which to dispute BMS's determination.

Prior to commencement of Operations, BMS and the Vendor are to review all SLAs to determine if revisions are needed. Thereafter, similar reviews are to be held annually, upon the implementation of a change that impacts existing SLAs, and/or at the request of BMS.

Service Level Agreement Description	Penalty
Reports and Reporting Annual updated appraisals must be completed between January 1 st and June 30 th of each year and must be delivered to the Bureau by October 1 st of each year.	Up to \$100 per each business day the reports are not submitted to BMS as the agreed upon date in this RFQ.
Vendor must prepare and submit to the Bureau, ad hoc reports within thirty (30) calendar days of request, to the Bureau, upon request.	Up to \$100 per each business day the reports are not submitted to BMS as the agreed upon date in this RFQ.

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. 111th Congress (2009).

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

2. Permitted Uses and Disclosures.

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

3. Obligations of Associate.

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

f. **Support of Individual Rights.**

- i. **Access to PHI.** Associate shall make the PHI maintained by Associate or its agents or subcontractors in Designated Record Sets available to Agency for inspection and copying, and in electronic format, if requested, within ten (10) days of a request by Agency to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR § 164.524 and consistent with Section 13405 of the HITECH Act.
- ii. **Amendment of PHI.** Within ten (10) days of receipt of a request from Agency for an amendment of the PHI or a record about an individual contained in a Designated Record Set, Associate or its agents or subcontractors shall make such PHI available to Agency for amendment and incorporate any such amendment to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR § 164.526.
- iii. **Accounting Rights.** Within ten (10) days of notice of a request for an accounting of disclosures of the PHI, Associate and its agents or subcontractors shall make available to Agency the documentation required to provide an accounting of disclosures to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR §164.528 and consistent with Section 13405 of the HITECH Act. Associate agrees to document disclosures of the PHI and information related to such disclosures as would be required for Agency to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528. This should include a process that allows for an accounting to be collected and maintained by Associate and its agents or subcontractors for at least six (6) years from the date of disclosure, or longer if required by state law. At a minimum, such documentation shall include:
 - the date of disclosure;
 - the name of the entity or person who received the PHI, and if known, the address of the entity or person;
 - a brief description of the PHI disclosed; and
 - a brief statement of purposes of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure.
- iv. **Request for Restriction.** Under the direction of the Agency, abide by any individual's request to restrict the disclosure of PHI, consistent with the requirements of Section 13405 of the HITECH Act and 45 CFR § 164.522, when the Agency determines to do so (except as required by law) and if the disclosure is to a health plan for payment or health care operations and it pertains to a health care item or service for which the health care provider was paid in full "out-of-pocket."
- v. **Immediate Discontinuance of Use or Disclosure.** The Associate will immediately discontinue use or disclosure of Agency PHI pertaining to any individual when so requested by Agency. This includes, but is not limited to, cases in which an individual has withdrawn or modified an authorization to use or disclose PHI.

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

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

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

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

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

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

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

4. Addendum Administration.

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

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

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

5. General Provisions/Ownership of PHI.

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

AGREED:

Name of Agency: _____

Name of Associate: _____

Signature: _____

Signature: _____

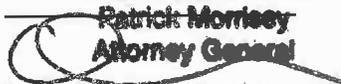
Title: _____

Title: _____

Date: _____

Date: _____

Form - WVBA-012004
Amended 06.26.2013

APPROVED AS TO FORM THIS 26th
DAY OF Jan 20 11
BY 
Patrick Morrisey
Attorney General

Appendix A

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

Name of Associate: _____

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

Name of Agency: _____

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

All (types of PHI listed on App. A) in paper, electronic, verbal or any other form. Including, but not limited to: Patient names and dates of birth.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ BMS200000001

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 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.

CBIZ Valuation Group, LLC



Company

Authorized Signature

10/15/19

Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.