



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

State of West Virginia  
 Request for Quotation  
 26 - Medical

Proc Folder: 291437

Doc Description: PHARMACY SUPPLIES & SVCS FOR THE RESIDENTS OF LONG TERM CARE

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2017-03-14	2017-04-04 13:30:00	CRFQ 0506 BHS1700000011	1

**BID RECEIVING LOCATION**

BID CLERK  
 DEPARTMENT OF ADMINISTRATION  
 PURCHASING DIVISION  
 2019 WASHINGTON ST E  
 CHARLESTON WV 25305  
 US

**VENDOR**

Vendor Name, Address and Telephone Number:

UniqCare Pharmacy LLC  
 3538 Teays Valley Road  
 Hurricane, WV 25526  
 888-698-4908

04/04/17 10:03:42  
 WV Purchasing Division

**FOR INFORMATION CONTACT THE BUYER**

April Battle  
 (304) 558-0067  
 april.e.battle@wv.gov

Signature X

FEIN #

80-0892210

DATE

3-30-17

All offers subject to all terms and conditions contained in this solicitation



**UniqCare Pharmacy®**

3538 Teays Valley Rd.  
Phone: (888) 698-4908

Hurricane, West Virginia 25526  
Fax: (888) 808-0795

**State of West Virginia Long Term Care Bid Proposal Submitted by  
UniqCare Pharmacy LLC:**

**Sealed Bid: Pharmacy Supplies & Svcs for the Residents of Long Term  
Care**

**Buyer: April Battle, Buyer 22**

**Solicitation No.: CRFQ 0506 BHS1700000011**

**Bid Opening Date: April 4, 2017**

**Bid Opening Time: 1:30 PM EST**

**Fax Number: (304)558-3970**



# UniqCare Pharmacy<sup>®</sup>

3538 Teays Valley Rd.  
Phone: (888) 698-4908

Hurricane, West Virginia 25526  
Fax: (888) 808-0795

## **Vision Statement**

Our intention is to be recognized as a unique long-term care pharmacy providing an innovative delivery of healthcare products and services and be a value resource to our community, customers, partners, and employees.

## **Mission Statement**

UniqCare is built on the foundation that our products and services should be unique in going above and beyond in servicing the needs of the actual humans we serve. We want to offer a unique service that is unavailable by the large corporate competitors that are out there today. It is our belief that the best results depend on listening to our customers and patients and developing solutions that will satisfy their unique needs.

At UniqCare, we will encourage our employees and management to know that it is a privilege of serving real human beings – not prescriptions, beds, or anonymous care sites. Everyone we service is someone's son or daughter, mother or father, grandmother or grandfather; everyone is someone's loved one. We believe that every point of interaction with the humans we serve is a critical moment in their lives. It is our goal to give them the unique experience of serving all with clinical excellence and a commitment to care.

## **Who We Are**

UniqCare Pharmacy is an independently West Virginia owned long term care pharmacy. We currently service both Skilled Nursing Facilities and Assisted Living Facilities with our total focus on pharmacy services. We are dedicated to the individual needs of the facilities we service and the individual residents of those facilities. We have over 58 combined years of long term care experience.

At UniqCare Pharmacy, many of our staff members have been working together for several years. They know the importance of quality patient care and their goal is to strive to be the best.

## **Our Promise**

We guarantee honesty and integrity, patience, versatility, compassion, and knowledge. Our team is dedicated in providing the unique care needed to serve your loved one.

Michael J Ebbert, R.Ph.  
Pharmacy Manger / Owner

Josh Curry, CPhT  
Operations Manager /Owner

Kasey Keller, PharmD.  
Clinical Manager / Owner

*"Giving the unique care needed to serve your loved ones"*



**UniqCare Pharmacy<sup>®</sup>**

3538 Teays Valley Rd.  
Phone: (888) 698-4908

Hurricane, West Virginia 25526  
Fax: (888) 808-0795

**UniqCare Pharmacy LLC Vendor Code: 000000227888**

**Facility Information:**

**Jackie Withrow Hospital**

105 Eisenhower Dr.  
Beckley, WV 25801  
Phone: 304-256-6600

**Hopemont Hospital**

150 Hopemont Drive  
Terra Alta, WV 26764  
Phone: 304-789-2411

**John Manchin Sr. Center**

401 Guffey Street  
Fairmont, WV 26554  
Phone: 304-363-2500

**Lakin Hospital**

11522 Ohio River Road  
West Columbia, WV 25287  
Phone: 304-675-0860

**Welch Community Hospital**

454 McDowell Street  
Welch, WV 24801  
Phone: 304-436-8461

**Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

**Contract Manager: David Kasey Keller PharmD**

**Telephone Number: 888-698-4908**

**Fax Number: 888-808-0795**

**Email Address: UCPFAX@OUTLOOK.COM**

UniqCare Pharmacy LLC has read and agrees with mandatory terms of this contract and will fulfill or exceed all requirements set by terms provided.



**UniqCare Pharmacy<sup>®</sup>**

3538 Teays Valley Rd.  
Phone: (888) 698-4908

Hurricane, West Virginia 25526  
Fax: (888) 808-0795

Following are licenses/certifications/permits requested by State of West Virginia Purchasing Division. Any other information require will be given upon request.

Included:

- State of WV Board of Pharmacy Registered Pharmacist License
- State of WV Board of Pharmacy Registered Technician Certificates
- State of WV Board of Pharmacy Pharmacy Permit
- DEA Controlled Substance Certificate
- USP 797 Compliance Certificate
- Commercial General Liability Insurance
- Professional/Malpractice/Errors and Omission Insurance



# Board of Pharmacy

REGISTERED PHARMACIST LICENSE

July 1, 2016-June 30, 2018

David K. Keller  
Registered Pharmacist  
License # [REDACTED]



# Board of Pharmacy

REGISTERED PHARMACIST LICENSE

July 1, 2016-June 30, 2018

Michael J. Ebbert  
Registered Pharmacist  
License # [REDACTED]



**Board of Pharmacy**

July 1, 2015-June 30, 2017

Sheldon Sr Maddox

Registered Pharmacist

License [REDACTED]

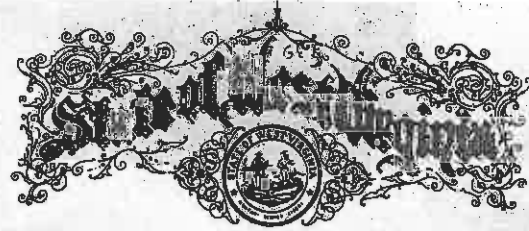


# Board of Pharmacy

REGISTERED PHARMACY TECHNICIAN CERTIFICATE

July 1, 2016-June 30, 2018

Sarah N. Blake  
Registered Pharmacy Technician  
License # [REDACTED]



# Board of Pharmacy

REGISTERED PHARMACY TECHNICIAN CERTIFICATE

July 1, 2015-June 30, 2017

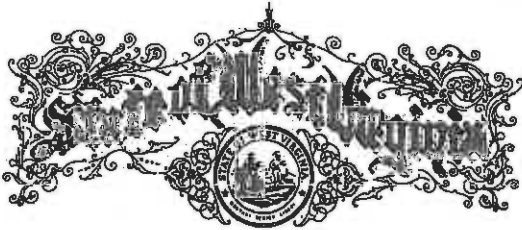
Daphne N. Childers  
Registered Pharmacy Technician  
License # [REDACTED]

Name	Residence State	License Number	License Status	Disciplinary Action
Keller, Erik W.	OH	[REDACTED]	Active	No
Keller, Erik W.	OH	[REDACTED]	Active	No

Another Query

[Pharmacy Home Page](#)

This data is an accurate representation of information currently maintained Virginia Board of Pharmacy as of February 28, 2017.



# Board of Pharmacy

REGISTERED PHARMACY TECHNICIAN CERTIFICATE

July 1, 2016-June 30, 2018

Patricia J. Terry  
Registered Pharmacy Technician  
License # [REDACTED]



# Board of Pharmacy

July 1, 2016-June 30, 2018

Spring Priddy  
Registered Pharmacy Technician  
License # [REDACTED]



# Board of Pharmacy

July 1, 2016-June 30, 2017

Amber N. Taylor  
Registered Pharmacy Technician  
License # [REDACTED]



# Board of Pharmacy

REGISTERED PHARMACY TECHNICIAN CERTIFICATE

July 1, 2016-June 30, 2018

Jessica N. Perry  
Registered Pharmacy Technician  
License # [REDACTED]

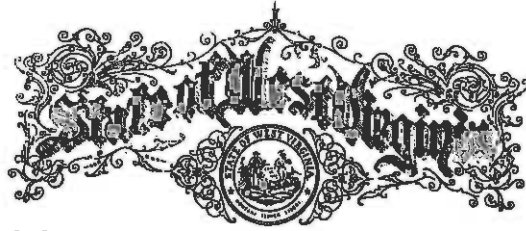


# Board of Pharmacy

July 1, 2016-June 30, 2018

Joshua H. Curry  
Registered Pharmacy Technician  
License # [REDACTED]





# Board of Pharmacy

**REGISTERED PHARMACY PERMIT**

**CONTROLLED SUBSTANCE PERMIT**

**STERILE / PHARMACEUTICAL COMPOUNDING PERMIT**

**July 1, 2016 - June 30, 2017 - Date Issued: March 28, 2016**

**UniqCare Pharmacy  
Registered Pharmacy**

**3538 Teays Valley Rd.  
Hurricane, WV 25526**

**LICENSE # SP0552451**

**Schedule II Narcotic  
Schedule II Non-Narcotic  
Schedule III Narcotic  
Schedule III Non-Narcotic  
Schedule IV All  
Schedule V All**

**Michael J.Ebbert - RP0004542**

**Registered Pharmacist in Charge**

DEA REGISTRATION NUMBER	THIS REGISTRATION EXPIRES	FEE PAID
FU3814919	05-31-2019	\$731
SCHEDULES	BUSINESS ACTIVITY	DATE ISSUED
2,2N,3 3N,4,5	RETAIL PHARMACY	04-16-2016
<b>UNIQCARE PHARMACY</b> <b>Michael Ebbert</b> <b>3538 TEAYS VALLEY RD</b> <b>HURRICANE, WV 25526 2552</b>		

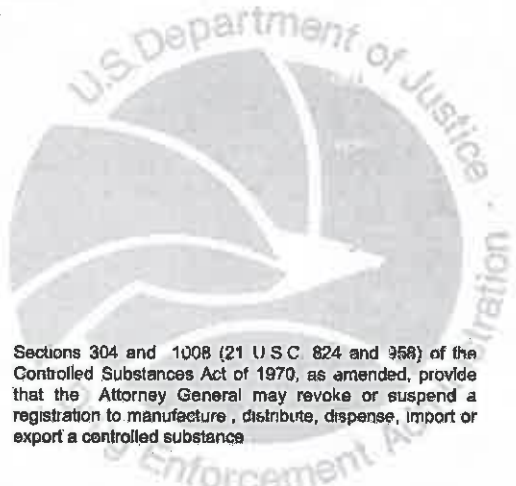
**CONTROLLED SUBSTANCE REGISTRATION CERTIFICATE**  
 UNITED STATES DEPARTMENT OF JUSTICE  
 DRUG ENFORCEMENT ADMINISTRATION  
 WASHINGTON, D.C. 20537

Sections 304 and 1008 (21 U.S.C. 824 and 958) of the Controlled Substances Act of 1970, as amended, provide that the Attorney General may revoke or suspend a registration to manufacture, distribute, dispense, import or export a controlled substance.

**THIS CERTIFICATE IS NOT TRANSFERABLE ON CHANGE OF OWNERSHIP, CONTROL, LOCATION, OR BUSINESS ACTIVITY, AND IS NOT VALID AFTER THE EXPIRATION DATE.**

**CONTROLLED SUBSTANCE REGISTRATION CERTIFICATE**  
**UNITED STATES DEPARTMENT OF JUSTICE**  
**DRUG ENFORCEMENT ADMINISTRATION**  
 WASHINGTON, D.C. 20537

DEA REGISTRATION NUMBER	THIS REGISTRATION EXPIRES	FEE PAID
FU3814919	05-31-2019	\$731
SCHEDULES	BUSINESS ACTIVITY	DATE ISSUED
2,2N,3 3N,4,5	RETAIL PHARMACY	04-16-2016
<b>UNIQCARE PHARMACY</b> <b>Michael Ebbert</b> <b>3538 TEAYS VALLEY RD</b> <b>HURRICANE, WV 25526 2552</b>		



Sections 304 and 1008 (21 U.S.C. 824 and 958) of the Controlled Substances Act of 1970, as amended, provide that the Attorney General may revoke or suspend a registration to manufacture, distribute, dispense, import or export a controlled substance.

**THIS CERTIFICATE IS NOT TRANSFERABLE ON CHANGE OF OWNERSHIP, CONTROL, LOCATION, BUSINESS ACTIVITY, OR VALID AFTER THE EXPIRATION DATE.**

Form DEA-223 (05/04)

# Certificate of Performance

On January 10, 2017 the Clean Room Facility of

## Uniqcare Pharmacy



was tested, certified and met the  
compliance requirements of USP 797.



*Marc Logan*

Report Analyst

Medical Technology Associates  
6840 Cross Bayou Dr.  
Largo, FL 33777  
(727) 548-8600

*Duane Dorney*

Certifying Technician



TYPE OF CLEAN ROOM	ISO
Ante	8
IV/ Buffer	7
Chemo	

Per USP 797 Requirements,  
this Clean Room is  
scheduled to be tested and  
certified every six months.  
For current written report,  
please contact Pharmacy  
Clean Room Manager

# ACORD™ INSURANCE BINDER

DATE  
04/22/16

THIS BINDER IS A TEMPORARY INSURANCE CONTRACT, SUBJECT TO THE CONDITIONS SHOWN ON THE REVERSE SIDE OF THIS FORM.

PRODUCER	PHONE (A/C, No, Ext): <b>304-346-0806</b>	COMPANY	BINDER #
	FAX (A/C, No): <b>8887513002</b>	<b>Sentinel Insurance Company Ltd</b>	<b>14SBABE7136</b>
<b>BB&amp;T-Carson Insurance Services</b>			
<b>601 Tennessee Avenue</b>			
<b>Charleston, WV 25302</b>			
CODE:		THIS BINDER IS ISSUED TO EXTEND COVERAGE IN THE ABOVE NAMED COMPANY PER EXPIRING POLICY #:	
AGENCY CUSTOMER ID: <b>1631809</b>			
INSURED		DESCRIPTION OF OPERATIONS/VEHICLES/PROPERTY (Including Location)	
<b>Uniqcare Pharmacy LLC</b>		<b>Loc#1: 3538 Teays Valley Rd,</b>	
<b>3538 Teays Valley Road</b>		<b>Hurricane, WV 25526-9054</b>	
<b>Hurricane, WV 25526</b>			

COVERAGES	LIMITS	AMOUNT
<b>PROPERTY</b> CAUSES OF LOSS <input type="checkbox"/> BASIC <input type="checkbox"/> BROAD <input checked="" type="checkbox"/> SPEC	<b>Business Personal Property</b>	<b>5000</b>
	<b>See Spec. Conditions/Other Coverages</b>	<b>\$423,200</b>
<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	<b>See Spec. Conditions/Other Coverages</b>	EACH OCCURRENCE <b>\$ 1,000,000</b> DAMAGE TO RENTED PREMISES <b>\$ 1,000,000</b> MED EXP (Any one person) <b>\$ 10,000</b> PERSONAL & ADV INJURY <b>\$ 1,000,000</b> GENERAL AGGREGATE <b>\$ 2,000,000</b> PRODUCTS - COMP/OP AGG <b>\$ 2,000,000</b>
<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		COMBINED SINGLE LIMIT \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$ MEDICAL PAYMENTS \$ PERSONAL INJURY PROT \$ UNINSURED MOTORIST \$
<b>AUTO PHYSICAL DAMAGE</b> DEDUCTIBLE <input type="checkbox"/> COLLISION: _____ <input type="checkbox"/> OTHER THAN COL: _____	<input type="checkbox"/> ALL VEHICLES <input type="checkbox"/> SCHEDULED VEHICLES	ACTUAL CASH VALUE \$ STATED AMOUNT \$ OTHER \$
<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO		AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EACH ACCIDENT \$ AGGREGATE \$
<b>EXCESS LIABILITY</b> <input checked="" type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	RETRO DATE FOR CLAIMS MADE:	EACH OCCURRENCE <b>\$ 5,000,000</b> AGGREGATE <b>\$ 5,000,000</b> SELF-INSURED RETENTION <b>\$ 5,000,000</b>
<b>WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY</b>		WC STATUTORY LIMITS E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
<b>SPECIAL CONDITIONS/OTHER COVERAGES</b> <b>Uniqcare Pharmacy LLC</b> (See attached Spec Conditions/Other Covs page.)		FEES \$ TAXES \$ ESTIMATED TOTAL PREMIUM \$

**NAME & ADDRESS**

	MORTGAGEE	ADDITIONAL INSURED
	LOSS PAYEE	
LOAN #		
AUTHORIZED REPRESENTATIVE <i>Berni A. Oodrell</i>		



HEALTHCARE PROVIDERS SERVICE ORGANIZATION PURCHASING GROUP



Certificate of Insurance

OCCURENCE POLICY FORM

Print Date: 4/18/2016

Producer Branch Prefix Policy Number Policy Period
018098 970 HPG 0613061764 from 04/23/16 to 04/23/17 at 12:01 AM Standard Time

Named Insured and Address:

UniqCare Pharmacy
3538 Teays Valley Rd
Hurricane, WV 25526-9054

Program Administered by:

Healthcare Providers Service Organization
159 E. County Line Road
Hatboro, PA 19040-1218
1-888-288-3534
www.hpso.com

Medical Specialty:

Pharmacist Firm

Code:

59112

Insurance is provided by:

American Casualty Company of Reading, Pennsylvania
333 S. Wabash Avenue, Chicago, IL 60604

Excludes Cosmetic Procedures

Professional Liability \$1,000,000 each claim \$3,000,000 aggregate

Your professional liability limits shown above include the following:

- \* Good Samaritan Liability \* Malplacement Liability \* Personal Injury Liability
\* Sexual Misconduct Included in the PL limit shown above subject to \$25,000 aggregate sublimit

Coverage Extensions

License Protection \$25,000 per proceeding \$25,000 aggregate
Defendant Expense Benefit \$1,000 per day limit \$25,000 aggregate
Deposition Representation \$10,000 per deposition \$10,000 aggregate
Assault \$25,000 per incident \$25,000 aggregate

Includes Workplace Violence Counseling

Medical Payments \$25,000 per person \$100,000 aggregate
First Aid \$10,000 per incident \$10,000 aggregate
Damage to Property of Others \$10,000 per incident \$10,000 aggregate
Enterprise Privacy Protection - Claims Made \$25,000 per incident \$25,000 aggregate

Retroactive Date: 4/23/2016
(Defense inside limits)

Total: \$2,911.93

Base Premium \$2896.00 Surcharge \$15.93 Local Tax \$0.00

Policy Forms & Endorsements (Please see attached list for a general description of many common policy forms and endorsements.)

G-121500-D G-121501-C GSL15564 GSL15565 GSL17101 GSL13424
GSL13425 CNA80052 G-123846-C47 CNA79516 CNA79575

Handwritten signature of Thomas F. Mohamed

Chairman of the Board

Handwritten signature of Joseph M. Walker

Secretary

Keep this document in a safe place. It and proof of payment are your proof of coverage. There is no coverage in force unless the premium is paid in full. In order to activate your coverage, please remit premium in full by the effective date of this Certificate of Insurance. Master Policy # 188711433

G-141241-R (03/2010)

Coverage Change Date:

Endorsement Change Date:

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: CRFO BHS1700000011**

**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 checked="" 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.

Uniqcare Pharmacy LLC

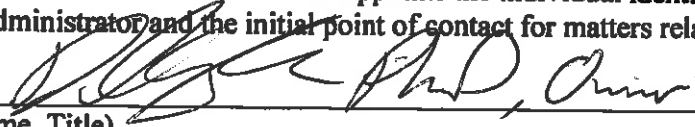
\_\_\_\_\_  
Company

  
\_\_\_\_\_  
Authorized Signature

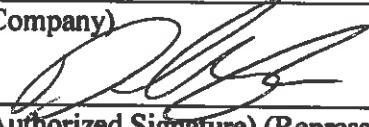
3-29-17  
\_\_\_\_\_  
Date

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

**DESIGNATED CONTACT:** Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

  
\_\_\_\_\_  
(Name, Title)  
David Kasey Keller, PharmD, Owner  
\_\_\_\_\_  
(Printed Name and Title)  
3538 Teays Valley Road, Hurricane, WV 25526  
\_\_\_\_\_  
(Address)  
P:888-698-4908 F:888-808-0795  
\_\_\_\_\_  
(Phone Number) / (Fax Number)  
UCPFAX@OUTLOOK.COM  
\_\_\_\_\_  
(email address)

**CERTIFICATION AND SIGNATURE:** By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

UniqCare Pharmacy LLC  
\_\_\_\_\_  
(Company)  
 David Kasey Keller Owner  
\_\_\_\_\_  
(Authorized Signature) (Representative Name, Title)

David Kasey Keller PharmD, Owner  
\_\_\_\_\_  
(Printed Name and Title of Authorized Representative)

3/30/2017  
\_\_\_\_\_  
(Date)

P:888-698-4908 F:888-808-0795  
\_\_\_\_\_  
(Phone Number) (Fax Number)

STATE OF WEST VIRGINIA  
Purchasing Division

# PURCHASING AFFIDAVIT

**MANDATE:** 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 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: Uniqcare Pharmacy LLC

Authorized Signature: [Signature] Date: 3-29-17

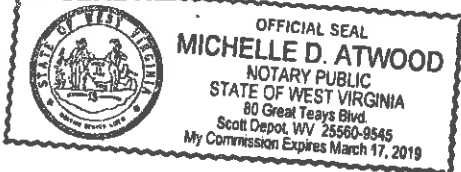
State of WV

County of Putnam, to-wit:

Taken, subscribed, and sworn to before me this 29 day of March, 2017.

My Commission expires March 17, 2019.

AFFIX SEAL HERE



NOTARY PUBLIC [Signature]

Purchasing Affidavit (Revised 08/01/2015)



**WV STATE GOVERNMENT**

**HIPAA BUSINESS ASSOCIATE ADDENDUM**

This Health Insurance Portability and Accountability Act of 1996 (hereafter, HIPAA) Business Associate Addendum ("Addendum") is made a part of the Agreement ("Agreement") by and between the State of West Virginia ("Agency"), and Business Associate ("Associate"), and is effective as of the date of execution of the Addendum.

The Associate performs certain services on behalf of or for the Agency pursuant to the underlying Agreement that requires the exchange of information including protected health information protected by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended by the American Recovery and Reinvestment Act of 2009 (Pub. L. No. 111-5) (the "HITECH Act"), any associated regulations and the federal regulations published at 45 CFR parts 160 and 164 (sometimes collectively referred to as "HIPAA"). The Agency is a "Covered Entity" as that term is defined in HIPAA, and the parties to the underlying Agreement are entering into this Addendum to establish the responsibilities of both parties regarding HIPAA-covered information and to bring the underlying Agreement into compliance with HIPAA.

Whereas it is desirable, in order to further the continued efficient operations of Agency to disclose to its Associate certain information which may contain confidential individually identifiable health information (hereafter, Protected Health Information or PHI); and

Whereas, it is the desire of both parties that the confidentiality of the PHI disclosed hereunder be maintained and treated in accordance with all applicable laws relating to confidentiality, including the Privacy and Security Rules, the HITECH Act and its associated regulations, and the parties do agree to at all times treat the PHI and interpret this Addendum consistent with that desire.

NOW THEREFORE: the parties agree that in consideration of the mutual promises herein, in the Agreement, and of the exchange of PHI hereunder that:

1. **Definitions.** Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms in the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
  - a. **Agency Procurement Officer** shall mean the appropriate Agency individual listed at: <http://www.state.wv.us/admin/purchase/vrc/agencyli.html>.
  - b. **Agent** shall mean those person(s) who are agent(s) of the Business Associate, in accordance with the Federal common law of agency, as referenced in 45 CFR § 160.402(c).
  - c. **Breach** shall mean the acquisition, access, use or disclosure of protected health information which compromises the security or privacy of such information, except as excluded in the definition of Breach in 45 CFR § 164.402.
  - d. **Business Associate** shall have the meaning given to such term in 45 CFR § 160.103.
  - e. **HITECH Act** shall mean the Health Information Technology for Economic and Clinical Health Act. Public Law No. 111-05. 111<sup>th</sup> Congress (2009).

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

## 2. Permitted Uses and Disclosures.

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

### 3. Obligations of Associate.

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

**f. Support of Individual Rights.**

- i. Access to PHI.** Associate shall make the PHI maintained by Associate or its agents or subcontractors in Designated Record Sets available to Agency for inspection and copying, and in electronic format, if requested, within ten (10) days of a request by Agency to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR § 164.524 and consistent with Section 13405 of the HITECH Act.
- ii. Amendment of PHI.** Within ten (10) days of receipt of a request from Agency for an amendment of the PHI or a record about an individual contained in a Designated Record Set, Associate or its agents or subcontractors shall make such PHI available to Agency for amendment and incorporate any such amendment to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR § 164.526.
- iii. Accounting Rights.** Within ten (10) days of notice of a request for an accounting of disclosures of the PHI, Associate and its agents or subcontractors shall make available to Agency the documentation required to provide an accounting of disclosures to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR §164.528 and consistent with Section 13405 of the HITECH Act. Associate agrees to document disclosures of the PHI and information related to such disclosures as would be required for Agency to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528. This should include a process that allows for an accounting to be collected and maintained by Associate and its agents or subcontractors for at least six (6) years from the date of disclosure, or longer if required by state law. At a minimum, such documentation shall include:

  - the date of disclosure;
  - the name of the entity or person who received the PHI, and if known, the address of the entity or person;
  - a brief description of the PHI disclosed; and
  - a brief statement of purposes of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure.
- iv. Request for Restriction.** Under the direction of the Agency, abide by any individual's request to restrict the disclosure of PHI, consistent with the requirements of Section 13405 of the HITECH Act and 45 CFR § 164.522, when the Agency determines to do so (except as required by law) and if the disclosure is to a health plan for payment or health care operations and it pertains to a health care item or service for which the health care provider was paid in full "out-of-pocket."
- v. Immediate Discontinuance of Use or Disclosure.** The Associate will immediately discontinue use or disclosure of Agency PHI pertaining to any individual when so requested by Agency. This includes, but is not limited to, cases in which an individual has withdrawn or modified an authorization to use or disclose PHI.

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

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

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

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

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

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

#### 4. Addendum Administration.

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

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

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

#### 5. General Provisions/Ownership of PHI.

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

AGREED:

Name of Agency: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Name of Associate: Unicare Pharmacy  
David Kasay Kelch

Signature: [Handwritten Signature]

Title: Owner

Date: 3-29-17

Form - WVBA-012004  
Amended 06.28.2013

APPROVED AS TO FORM THIS 21<sup>st</sup>  
DAY OF March 20 17  
Patrick Morrissey  
Attorney General  
BY \_\_\_\_\_



# VENDOR PREFERENCE CERTIFICATE

Certification and application is hereby made for Preference in accordance with **West Virginia Code**, §5A-3-37. (Does not apply to construction contracts). **West Virginia Code**, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the **West Virginia Code**. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Vendor Preference, if applicable.

1.  **Application is made for 2.5% vendor preference for the reason checked:**  
 Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or,**  
 Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification;  
 Bidder is a resident vendor partnership, association, or corporation with at least eighty percent of ownership interest of bidder held by another entity that meets the applicable four year residency requirement; **or,**  
 Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; **or,**
2.  **Application is made for 2.5% vendor preference for the reason checked:**  
 Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or,**
3.  **Application is made for 2.5% vendor preference for the reason checked:**  
 Bidder is a nonresident vendor that employs a minimum of one hundred state residents, or a nonresident vendor which has an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia and employs a minimum of one hundred state residents, and for purposes of producing or distributing the commodities or completing the project which is the subject of the bidder's bid and continuously over the entire term of the project, on average at least seventy-five percent of the bidder's employees or the bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years and the vendor's bid; **or,**
4.  **Application is made for 5% vendor preference for the reason checked:**  
 Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; **or,**
5.  **Application is made for 3.5% vendor preference who is a veteran for the reason checked:**  
 Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; **or,**
6.  **Application is made for 3.5% vendor preference who is a veteran for the reason checked:**  
 Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.
7.  **Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules.**  
 Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) rescind the contract or purchase order; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

**Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.**

Bidder: Uniqcare Pharmacy LLC Signed:   
 Date: 3/30/2017 Title: Owner

\*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.

CRFQ BHS1700000011  
PHARMACY SUPPLIES & SERVICES

EXHIBIT A

Any anticipated travel, dispensing or other costs related to the performance of services under this RFQ must be accounted for and incorporated into the vendor's monthly service fee to be reported below. No expenses other than the pre-established costs of drugs and monthly service fees will be reimbursed by the State.

Bids will be reviewed and an award made to the vendor providing the overall lowest costs to the facilities. Submission of a quotation implies acceptance of the following pre-established acquisition cost margins to be paid by the State for pharmaceuticals:

SERVICES	ALLOWABLE CHARGES
<i>Prescription Drugs not covered by Insurance:</i>	Wholesale Acquisition Cost (W.A.C.) + 2%
<i>Non-prescription Drugs not covered by Insurance:</i>	Wholesale Acquisition Cost (W.A.C.) + 1%

CRFQ BHS1700000011  
PHARMACY SUPPLIES & SERVICES

**PRICING PAGE**

Monthly Service Fee

FACILITY AND LICENSED BEDS (LTC)	COST PER LICENSED BED PER MONTH	TOTAL PER MONTH
Jackie Withrow Hospital 199 licensed beds	\$0.01	\$1.99
Hopemont Hospital 98 licensed beds	\$0.01	\$0.98
Lakin Hospital 114 licensed beds	\$0.01	\$1.14
John Manchin Sr. Health Care 41 licensed beds	\$0.01	\$0.41
Welch Community Hospital 59 licensed beds	\$0.01	\$0.59
	<b>TOTAL BID =</b>	<b>\$5.11</b>

\*\*\*NOTE\*\*\*

For the purposes of evaluation and award, bidders must incorporate all direct and peripheral costs into a set monthly fee to be charged on a per licensed bed basis:

Vendor Name: Uniqcare Pharmacy LLC

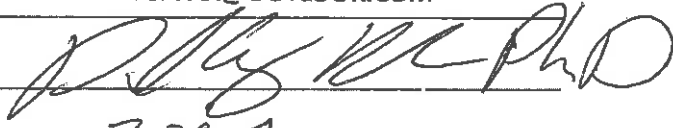
Vendor Address: 3538 Teays Valley Road  
Hurricane, WV 25526

Remit to Address: 3538 Teays Valley Road  
Hurricane, WV 25526

Phone #: 888-698-4908

Fax #: 888-808-0795

E-mail: UCPFAX@OUTLOOK.COM

Signature: 

Date: 3-29-17