




The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at ***wvOASIS.gov***. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at ***WVPurchasing.gov*** with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

Header

 List View

General Information

[Contact](#)

[Default Values](#)

[Discount](#)

[Document Information](#)

Procurement Folder: 26406

SO Doc Code: CRFQ

Procurement Type: Central Master Agreement

SO Dept: 0511

Vendor ID: 000000100561 

SO Doc ID: BMS1500000002

Legal Name: SOUTHWESTERN APPRAISAL CO

Published Date: 12/15/14

Alias/DBA: WINGATE & WINGATE

Close Date: 12/30/14

Total Bid: \$1,587,450.00

Close Time: 13:30

Response Date: 12/26/2014 

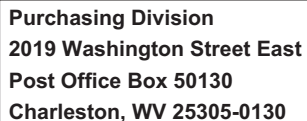
Status: Closed

Response Time: 12:58

Solicitation Description: Addendum #1: Health Facilities Appraisal Services 

Total of Header Attachments: 0

Total of All Attachments: 0



Proc Folder : 26406

Solicitation Description : Addendum #1: Health Facilities Appraisal Services

Proc Type : Central Master Agreement

Date issued	Solicitation Closes	Solicitation No	Version
	2014-12-30 13:30:00	SR 0511 ESR12241400000001438	1

VENDOR

000000100561

SOUTHWESTERN APPRAISAL CO

WINGATE & WINGATE

FOR INFORMATION CONTACT THE BUYER

Robert Kilpatrick

(304) 558-0067

robert.p.kilpatrick@wv.gov

Signature X

FEIN #

DATE _____

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Initial Complete Appraisal Valuation, per Facility	5.00000	EA	\$3,250.00	

Comm Code	Manufacturer	Specification	Model #
80131802			

Extended Description : Initial complete appraisal valuation of each long-term care and ICF facility (per unit cost) - Year One

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Annual Update of Appraisal Valuation, Per Facility	185.00000	EA	\$1,925.00	

Comm Code	Manufacturer	Specification	Model #
80131802			

Extended Description : Annual Update of appraisal valuation of each long-term care and ICF facility (per unit cost) - Year One

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Hourly Rate for Expert Witness Appearance	20.00000	HOUR	\$110.00	

Comm Code	Manufacturer	Specification	Model #
80131802			

Extended Description : All inclusive hourly rate for expert witness appearance in the event of an appraisal appeal. All travel and expenses are included in the hourly rate. Year One

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	Hourly Rate for Ad Hoc Reporting	10.00000	HOUR	\$110.00	

Comm Code	Manufacturer	Specification	Model #
80131802			

Extended Description : All inclusive hourly rate for design, development, and production of ad hoc reports. Year One.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	Initial Complete Appraisal Valuation, per Facility	5.00000	EA	\$3,300.00	

Comm Code	Manufacturer	Specification	Model #
80131802			

Extended Description : Initial complete appraisal valuation of each long-term care and ICF facility (per unit cost) - Year Two

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
6	Annual Update of Appraisal Valuation, Per Facility	185.00000	EA	\$2,000.00	

Comm Code	Manufacturer	Specification	Model #
80131802			

Extended Description : Annual Update of appraisal valuation of each long-term care and ICF facility (per unit cost) - Year Two

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
7	Hourly Rate for Expert Witness Appearance	20.00000	HOURL	\$110.00	

Comm Code	Manufacturer	Specification	Model #
80131802			

Extended Description : All inclusive hourly rate for expert witness appearance in the event of an appraisal appeal. All travel and expenses are included in the hourly rate. Year Two

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
8	Hourly Rate for Ad Hoc Reporting	10.00000	HOURL	\$110.00	

Comm Code	Manufacturer	Specification	Model #
80131802			

Extended Description : All inclusive hourly rate for design, development, and production of ad hoc reports. Year Two.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
9	Initial Complete Appraisal Valuation, per Facility	5.00000	EA	\$3,350.00	

Comm Code	Manufacturer	Specification	Model #
80131802			

Extended Description : Initial complete appraisal valuation of each long-term care and ICF facility (per unit cost) - Year Three

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
10	Annual Update of Appraisal Valuation, Per Facility	185.00000	EA	\$2,075.00	

Comm Code	Manufacturer	Specification	Model #
80131802			

Extended Description : Annual Update of appraisal valuation of each long-term care and ICF facility (per unit cost) - Year Three

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
11	Hourly Rate for Expert Witness Appearance	20.00000	HOURL	\$110.00	

Comm Code	Manufacturer	Specification	Model #
80131802			

Extended Description : All inclusive hourly rate for expert witness appearance in the event of an appraisal appeal. All travel and expenses are included in the hourly rate. Year Three

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
12	Hourly Rate for Ad Hoc Reporting	10.00000	HOURL	\$110.00	

Comm Code	Manufacturer	Specification	Model #
80131802			

Extended Description : All inclusive hourly rate for design, development, and production of ad hoc reports. Year Three

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
13	Initial Complete Appraisal Valuation, per Facility	5.00000	EA	\$3,400.00	

Comm Code	Manufacturer	Specification	Model #
80131802			

Extended Description : Initial complete appraisal valuation of each long-term care and ICF facility (per unit cost) - Year Four

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
14	Annual Update of Appraisal Valuation, Per Facility	185.00000	EA	\$2,150.00	

Comm Code	Manufacturer	Specification	Model #
80131802			

Extended Description : Annual Update of appraisal valuation of each long-term care and ICF facility (per unit cost) - Year Four

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
15	Hourly Rate for Expert Witness Appearance	20.00000	HOURL	\$110.00	

Comm Code	Manufacturer	Specification	Model #
80131802			

Extended Description : All inclusive hourly rate for expert witness appearance in the event of an appraisal appeal. All travel and expenses are included in the hourly rate. Year Four

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
16	Hourly Rate for Ad Hoc Reporting	10.00000	HOURL	\$110.00	

Comm Code	Manufacturer	Specification	Model #
80131802			

Extended Description : All inclusive hourly rate for design, development, and production of ad hoc reports. Year Four

SOUTHWESTERN APPRAISAL COMPANY

December 16, 2014

CRFQ 0511
BMS1500000002

West Virginia Department of Health and Human Resources

Bureau For Medical Services 15034 -

Health Facilities Appraisal Service

To provide health facility appraisal services that are necessary for the Medicaid Program's Long Term Care Facility Reimbursement System.

CONTRACT MANAGER

J. GREGORY WINGATE, ASA

CERTIFIED GENERAL REAL ESTATE APPRAISER
LICENSE NO. 155

5111 MELROSE AVENUE, N.W.
ROANOKE, VA 24017

Telephone: (540) 986-0472
Fax: (540) 986-0927
Email: swappraisal@aol.com

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TRANSMITTAL LETTER

December 16, 2014

WV Department of Administration, Purchasing Division
2019 Washington Street, East
Charleston, WV 25305-0130

Dear Mr. Kilpatrick:

Re: Health Facility Appraisals
Bureau for Medical Services
CRFQ0511 BMS1500000002

Pursuant to the "CRFQ0511", to provide Health Facility Appraisal Services necessary for the Medicaid Program's long-term care facility reimbursement system, we are pleased to submit the following:

Southwestern Appraisal Company assisted in the development of the existing Appraisal Program, in cooperation with the WV Department of Transportation between 1977 and 1979. Since that date we have made the initial complete appraisal valuations and conducted the annual update of all licensed SNF/NF/MR facilities, including the 2014 Updates.

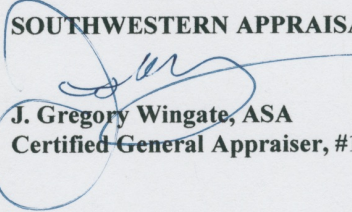
I hereby certify that this Quotation meets all specifications set forth within the CRFQ, and was developed without collusion or any other consideration contingent upon, or resulting from, an award of the contract.

Please find attached hereto and made a part of this quotation, a current copy of Certified General Real Estate Appraiser License for J. Gregory Wingate. The location and base of operations for the staff working on this contract will remain the same as in the previous years at 5111 Melrose Avenue, Roanoke, VA, 24017.

Thank you for allowing us this opportunity to submit this Quotation. If I can provide additional information, or if there are any questions or comments regarding this Quotation, please feel free to contact me at any time.

Respectfully submitted,

SOUTHWESTERN APPRAISAL COMPANY


J. Gregory Wingate, ASA
Certified General Appraiser, #155

JGW/kgw
Attachments

QUALIFICATIONS

3.1

Vendor shall be a general real estate appraiser certified in the State of West Virginia and shall maintain a valid general real estate appraiser certification in the State of West Virginia for the life of the contract, including optional renewal years.

On February 03, 1993, Joseph Gregory Wingate was awarded his West Virginia Certified General Appraisal license. He has maintained his license and will continue to maintain and provide BMS updated copies of his license in the future.



3.2

Vendor shall have at least three (3) years' experience in health facility appraisal valuation under the current reproduction cost approach using a "model facility standard" ("MFS") and Marshall-Swift & Boeckh construction indices approach as opposed to the "fair market value" approach for these appraisals so that a Standard Appraised Value (SAV) based on the appraisal of the land, building, and equipment can be established for use in conjunction with the capital costs segment of our reimbursement system.

In 1977, Southwestern Appraisal Company assisted in the initial development and implementation of the SAV program. All of the original SAV appraisals were completed from 1977 through 1979. At this time, the Marshall-Swift and Boeckh Cost Manuals were relied on exclusively for all cost data. These manuals will continue to be relied on to establish base costs of the homes and various site accessories. In addition to these manuals, many actual costs are now tracked and recorded by our company in order to more accurately assess value specifics that are not adequately covered in these manuals. This actual cost information is obtained from the facilities during the annual updates. The availability of this data conclusively supports the cost reported in the appraisals and carries great weight in determining the validity of any administrative reviews and/or appeals that might arise during a facility claim for adjustments.

We have continued our involvement with the SAV Program with the successful completion of all annual appraisal updates since 1979, including full reports of all new facilities added to this program, currently involving approximately 184 facilities. Each year after the SAV updates are completed, Southwestern Appraisal Company will continue to provide any assistance needed to the BMS or the nursing home facilities such as cause and effect scenarios resulting from changes in room use or changes to the home licensure. We believe that keeping a small appraisal staff not only simplifies the appraisal process, but also helps keep the values more uniform and equitable. We take pride in establishing a successful working relationship with our clients by being easy to contact and eager to discuss and assist with issues as needed.

3.3

Vendor shall provide at least three (3) references of past appraisal work performed, along with a detailed description of the work performed.

■ Virginia Department of Transportation

*On Approved Panel of Appraisers
Right of Way and Utilities
Richmond, VA*

- **Paul Jenkins, Salem District**
731 Harrison Ave.
Salem, VA 24153
(540) 387-5320
- **Willis Blevins, Bristol District**
870 Bonham Rd.
Bristol, VA 24201
(276) 669-6151

Over 1,500 appraisals have been made for the Department of Transportation in Virginia and West Virginia statewide for highway right of way acquisitions. Our latest project involved widening the commercial intersection of VA Route 116 and VA Route 122 in Burnt Chimney, Virginia. The properties included two (2) gas/food stores, bank, preschool, carwash, and one (1) residential property situated in a transitioning commercial setting owned by Franklin County.

■ US Department of the Interior

*Donald T. King, Chief Realty Officer
National Trail Office Land Resources Programs Center
1314 Edwin Miller Blvd.
Martinsburg, WV 25404
(304) 263-4943*

Formerly under contract with the US Department of Interior to conduct appraisals on all property types throughout VA and southern West Virginia in connection with both simple fee and easement acquisitions for the construction of the Appalachian Natural Scenic Trail. Also, a project included the appraisal of approximately 100 parcels for the Department of the Army, Corps of Engineers in Lewis County, West Virginia, both rural and residential tracts. The purpose of these acquisitions was to construct The Stonewall Jackson Lake for future flood control to the city of Weston, West Virginia.

■ Bank of Fincastle

*John Kilby, President
Commercial Real Estate Appraisals
17 South Roanoke Street
Fincastle, VA 24090
(540) 473-2761*

Some of the work completed for the Bank of Fincastle includes appraisals of commercial tracts including the Well's Furniture Building in the "Statesmen Industrial Park" (Roanoke City, Virginia) and appraisals for the Shenandoah Nursing Home and Richwood Acres Nursing Home, both located in Botetourt County, Virginia.

MANDATORY REQUIREMENTS

4.1.1

Vendor must obtain from BMS, a list of Long Term Care Facilities to be appraised- See Appendix A for current facilities. The list shall contain names and locations of those facilities to be appraised.

Southwestern Appraisal Company will continue to maintain a current list of facilities in the SAV program as provided by the BMS.

4.1.2

Vendor must carry out a program of appraisals for each designated health care facility in accordance with this CRFQ.

4.1.2.1

Annual update appraisals must be completed between January 1st and June 30th of each year and must be delivered to the Bureau by September 1st of each year.

During the annual inspections, which are conducted between January 1st and June 30th, all facilities are personally visited utilizing a statewide schedule to inspect each facility as near to a one-year time lapse as possible. It has been well demonstrated by the past history of 35 years that Southwestern Appraisal Company is capable of completing and shall continue the service requirements of this project between January 1st and June 30th of a given year. It has been our experience that when working on a mass appraisal project of this type, a smaller and well-organized team is more cost effective and best achieves the desired comparable equities, thereby treating similar facilities statewide in a more equitable manner. During the course of the existing contract, all field inspections and office preparations have been conducted by Joe D. Wingate, ASA, Certified General Appraiser, License #098; and/or Joseph G. Wingate, ASA, Certified General Appraiser, License #155 with the 2014 SAV updates being completed solely by Joseph G. Wingate.

In our past experience with the S.A.V. project we have found it crucial not to accept or solicit other appraisal assignments that would interfere with our responsibilities to the State of West Virginia. This allows more predictable scheduling of inspections, ensuring that the project will be completed in a timely manner.

4.1.2.2

Vendor will submit two (2) copies of each initial appraisal and/or annual update of each nursing facility appraisal and three (3) copies of each Intermediate Care Facility for Individuals with Intellectual Disabilities (ICF/IID) appraisal. In addition to this requirement, an electronic submission of each appraisal must be forwarded via email to Office of Accountability and Management Reporting (OAMR).

As in the past, Southwestern Appraisal Company will continue to ship two (2) copies of each initial appraisal and/or each nursing facility appraisal update and three (3) copies of each intermediate care facility for Individuals with Intellectual Disabilities (ICF/IID) appraisal update. In addition to the hard copies, electronic copies of SAV reports shall be emailed after OAMR has approved them.

4.1.2.3

Vendor must consult quarterly via telephone with the Bureau on aspects of the appraisal program.

Southwestern Appraisal Company will be pleased to consult quarterly with the Bureau of Medical Services on any aspect of the program.

4.1.2.4

Vendor must prepare and submit to the Bureau, ad hoc reports within thirty (30) calendar days of request, to the Bureau, upon request.³

Southwestern Appraisal Company will agree to prepare and submit ad hoc reports as required.

CONTRACT AWARD

5.2

Pricing Page: Vendor should complete the Pricing Page by initially completing the appraisal valuation of each long-term care and ICF facility (per unit cost) and provide annual update of appraisal valuation of each existing facility (unit per cost). All inclusive hourly rate for expert witness appearance in the event of an appraisal appeal. All travel and expenses are included in the hourly rate. All inclusive hourly rate for design, development, and production of ad hoc report. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

Vendor should type or electronically enter the information into the Pricing Page to prevent errors in the evaluation.

Please see attached Electronic Pricing Page submitted by Southwestern Appraisal Company.

PERFORMANCE

6

Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Agency. In the event that this Contract is designated as an open-end contract, Vendor shall perform in accordance with the release orders that may be issued against this Contract.

Southwestern Appraisal Company shall agree upon the schedule and perform in accordance to the release orders set upon this Contract.

PAYMENT

7

Agency shall pay hourly rate as shown on the Pricing Pages, for all Contract Services performed and accepted under this Contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

Southwestern Appraisal Company will continue to maintain our registration through the West Virginia Purchasing Division (Vendor #000000100561) and accept payments through the West Virginia Oasis Direct Deposit System.

TRAVEL

8

Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the flat fee or hourly rate listed on Vendor's bid, but such costs will not be paid by the Agency separately.

Southwestern Appraisal Company shall agree to be responsible for all travel costs and time.

FACILITIES ACCESS

9

Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:

9.1

Vendor must identify principal service personnel, which will be issued access cards and/or keys to perform service.

9.2

Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.

9.3

Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.

9.4

Anyone performing under this Contract will be subject to Agency's security protocol and procedures.

9.5

Vendor shall inform all staff of Agency's security protocol and procedures.

Southwestern Appraisal Company shall adhere to the Agency's access specifications.

VENDOR DEFAULT

10

10.1

The following shall be considered a vendor default under this Contract.

10.1.1

Failure to perform Contract Services in accordance with the requirements contained herein.

10.1.2

Failure to comply with other specifications and requirements contained herein.

10.1.3

Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

10.1.4

Failure to remedy deficient performance upon request.

10.2

The following remedies shall be available to Agency upon default.

10.2.1

Immediate cancellation of the Contract.

10.2.2

Immediate cancellation of one or more release orders issued under this Contract.

10.2.3

Any other remedies available in law or equity.

Southwestern Appraisal Company shall agree to all the contract specifications set forth in CRFQ 0511 BMS1500000002.

MISCELLANEOUS

11

11.1

Contract Manager

During its performance of this Contract, Vendor must designate and maintain a primary contact 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: Greg Wingate
Telephone Number: 540-986-0472
Fax Number: 540-986-0927
Email Address: swappraisal@aol.com

GENERAL TERMS AND CONDITIONS

Southwestern Appraisal Company hereby agrees to all the contract general terms and conditions set forth in CRFQ 0511 BMS1500000002.

Required Documents

Vendor Preference

Not applicable.

Insurance

Southwestern Appraisal Company shall maintain and furnish proof of Commercial General Liability Insurance and Professional Liability Insurance in the amount of \$1,000,000.00 per occurrence or more. Southwestern Appraisal Company also shall maintain and furnish a copy of Workers' Compensation insurance as requested. Copies of our current policies are on the following pages.

License(s)/Certification/Permits

Southwestern Appraisal Company shall maintain and furnish proof of General Real Estate Appraiser Certification of employed appraisers. Please see page 2 for a current copy.

Purchasing Affidavit

Please find a copy of a current purchasing on page 16.

HIPAA Business Associate Addendum

Please find a copy of our HIPPA Addendum on page 17.

LEXINGTON INSURANCE COMPANY
WILMINGTON, DELAWARE

Administrative Offices – 100 Summer Street, Boston, Massachusetts 02110

Certificate Number: 018392640-01

This Certificate forms a part of Master Policy Number: 018389876-01

Renewal of Master Policy Number : 018389876

**YOUR RISK PURCHASING GROUP MASTER POLICY IS A CLAIMS MADE POLICY.
 READ THE ATTACHED MASTER POLICY CAREFULLY**

THE AMERICAN ACADEMY OF STATE CERTIFIED APPRAISERS

CERTIFICATE DECLARATIONS

- 1. Name and Address of Certificate Holder:** Southwestern Appraisal Company/
 Wingate & Wingate, LLC t/a
 5111 Melrose Avenue, NW
 Roanoke VA 24017
- 2. Certificate Period:** **Effective Date:** 03/25/14 **to Expiration Date:** 03/25/15
 12:01 a.m. Local Time at the Address of the Insured.
- 2a. Retroactive Date:** 03/25/09
 12:01 a.m. Local Time at the Address of the Insured.
- 3. Limit of Liability:** \$ 1,000,000 each claim
 \$ 1,000,000 aggregate limit
- 4. Deductible:** \$ 5,000 each claim
- 5. Professional Covered Services insured by this policy are:** REAL ESTATE APPRAISAL SERVICES
- 6. Advance Certificate Holder Premium:** \$ 3,301
- 7. Minimum Earned Premium:** 25% or \$ 825

Forms and Endorsements:

PRG 3150 (10/05) Real Estate Appraisers Professional Liability Declarations, PRG 3512 (07/12) Real Estate Appraisers Professional Liability Coverage Form, 78713 (07/12) Addendum to the Declarations

Additional Endorsements applicable to this Certificate only:

None

Agency Name and Address: INTERCORP, INC.
 1438-F West Main Street
 Ephrata, PA 17522-1345

IT IS HEREBY UNDERSTOOD AND AGREED THAT THE CERTIFICATE HOLDER AGREES TO ALL TERMS AND CONDITIONS AS SET FORTH IN THE ATTACHED MASTER POLICY.

THIS POLICY IS ISSUED BY YOUR RISK PURCHASING GROUP. YOUR RISK PURCHASING GROUP MAY NOT BE SUBJECT TO ALL OF THE INSURANCE LAWS AND REGULATIONS OF YOUR STATE. STATE INSURANCE INSOLVENCY GUARANTY FUNDS ARE NOT AVAILABLE FOR YOUR RISK PURCHASING GROUP.



County: Roanoke City

 Authorized Representative OR
 Countersignature (in states where applicable)

Date: March 24, 2014

PRG 3152 (10/05)



WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY
INFORMATION PAGE

POLICY NO. 96-B1-N155-7
REPLACES NO. 96-B1-G236-1

COVERAGE IS PROVIDED BY
STATE FARM FIRE AND CASUALTY COMPANY
1500 STATE FARM BL, CHARLOTTESVILLE VA 22909-0001

07-3334-FB30

NCCI CARRIER CODE NO. 14842

FEIN 030422964

1. NAMED INSURED & MAILING ADDRESS
WINGATE & WINGATE LLC
DBA SOUTHWESTERN APPRAISAL
SERVICE
5111 MELROSE AVE NW
ROANOKE VA 24017-2341

WORKPLACE NOT SHOWN

INSURED IS LIMITED LIABILITY COMPANY

COPYRIGHT 1987 NATIONAL COUNCIL ON COMPENSATION INSURANCE

2. THE POLICY PERIOD IS FROM 08/05/2014 TO 08/05/2015 12:01 A.M. STANDARD TIME
AT THE INSURED'S MAILING ADDRESS.

3A. WORKERS COMPENSATION INSURANCE: PART ONE OF THE POLICY APPLIES TO THE
WORKERS COMPENSATION LAW OF THE STATES LISTED HERE: VA

B. EMPLOYERS LIABILITY INSURANCE: PART TWO OF THE POLICY APPLIES TO
WORK IN EACH STATE LISTED IN ITEM 3A. THE LIMITS OF OUR LIABILITY
UNDER PART TWO ARE: BODILY INJURY BY ACCIDENT \$ 500,000 EACH ACCIDENT
BODILY INJURY BY DISEASE \$ 500,000 EACH EMPLOYEE
BODILY INJURY BY DISEASE \$ 500,000 POLICY LIMIT

C. OTHER STATES INSURANCE: PART THREE OF THE POLICY APPLIES TO ALL STATES
EXCEPT ME, MT, ND, OH, RI, WA, WV, WY AND STATES LISTED IN 3A.

D. THIS POLICY INCLUDES THESE ENDORSEMENTS AND SCHEDULES: WC000000A
WC450602 WC000414 WC000420 WC000112 WC000422A WC000114*

*EFFECTIVE 08/05/14

4. THE PREMIUM FOR THIS POLICY WILL BE DETERMINED BY OUR MANUALS OF
RULES, CLASSIFICATIONS, RATES AND RATING PLANS. ALL INFORMATION
REQUIRED BELOW IS SUBJECT TO VERIFICATION AND CHANGE BY AUDIT.

CODE NOS. AND CLASSIFICATIONS	PREMIUM BASIS TO- TAL ESTIMATED AN- NUAL REMUNERATION	RATE/\$100 REMUNERA- TION	ESTIMATED ANNUAL PREMIUM
8721 REAL ESTATE APPRAISAL COMPANIES - OUTSIDE EMPLOYEES	7,800	.24	19
8810 CLERICAL OFFICE EMPLOYEES NOC	24,177	.14	34
EMPLOYERS LIABILITY INCREASED LIMITS TERRORISM 9740	31,977	.05	75 16
MINIMUM PREMIUM \$ 100 VIRGINIA	TOTAL ESTIMATED ANNUAL PREMIUM \$		144
PREMIUM ADJUSTMENT PERIOD SHALL BE ANNUAL	DEPOSIT PREMIUM \$		144

PREPARED 06/11/2014

COUNTERSIGNED _____

WC 00 00 01 A

32 2341 0980

AGENT

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY
INFORMATION PAGE ENDORSEMENT
PAGE 01



THIS FORMS A PART OF
POLICY NO. 96-B1-N155-7

COVERAGE IS PROVIDED BY
STATE FARM FIRE AND CASUALTY COMPANY
1500 STATE FARM BL, CHARLOTTESVILLE VA 22909-0001

NAMED INSURED AND MAILING ADDRESS
WINGATE & WINGATE LLC
DBA SOUTHWESTERN APPRAISAL
SERVICE
5111 MELROSE AVE NW
ROANOKE VA 24017-2341

THE EFFECTIVE DATE IS 08/05/2014

THE EXPIRATION DATE IS 08/05/2015

LOCATION OF THE INSURED

LOCATION
NUMBER

01 5111 MELROSE AVE NW
ENTITY:ET01

ROANOKE VA 24017-2341

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

PREPARED 06/11/2014
WC 99 00 02 04-84

COUNTERSIGNED _____

BY AGENT _____

State Farm



M 3395



RENEWAL DECLARATIONS (CONTINUED)

Office Policy for WINGATE & WINGATE LLC
Policy Number 96-K5-2453-4



SECTION II - LIABILITY

COVERAGE	LIMIT OF INSURANCE
Coverage L - Business Liability	\$1,000,000
Coverage M - Medical Expenses (Any One Person)	\$5,000
Damage To Premises Rented To You	\$300,000
AGGREGATE LIMITS	LIMIT OF INSURANCE
Products/Completed Operations Aggregate	\$2,000,000
General Aggregate	\$2,000,000

Each paid claim for Liability Coverage reduces the amount of insurance we provide during the applicable annual period. Please refer to Section II - Liability in the Coverage Form and any attached endorsements.

Your policy consists of these Declarations, the BUSINESSOWNERS COVERAGE FORM shown below, and any other forms and endorsements that apply, including those shown below as well as those issued subsequent to the issuance of this policy.

FORMS AND ENDORSEMENTS

CMP-4100	Businessowners Coverage Form
FE-6999.1	*Terrorism Insurance Cov Notice
CMP-4246	Amendatory Endorsement
CMP-4819.1	Unauthorized Business Card Use
CMP-4706	Back-Up of Sewer or Drain
CMP-4704	Dependent Prop Loss of Income
CMP-4710	Employee Dishonesty
CMP-4709	Money and Securities
CMP-4703	Utility Interruption Loss Incm
CMP-4705	Loss of Income & Extra Expnse
CMP-4648	Fire Department Service Charge
FD-6007	Inland Marine Attach Dec
	* New Form Attached

Prepared
JUN 11 2014
CMP-4000

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Continued on Reverse Side of Page

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RFQ No. 0511 BMS 1500000002STATE 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: SOUTHWESTERN APPRAISAL COMPANYAuthorized Signature: [Signature] Date: 12-12-14State of VirginiaCounty of Bonoke, to-wit:Taken, subscribed, and sworn to before me this 12 day of December, 2014My Commission expires 3/31/2018, 2019.**AFFIX SEAL HERE****NOTARY PUBLIC** [Signature]

Purchasing Affidavit (Revised 07/01/2012)

JAMES R. DOWDY
NOTARY PUBLIC
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES MAR. 31, 2018
COMMISSION # 7608631

WV STATE GOVERNMENTHIPAA 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/agencyll.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 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: West Virginia Department of
Health and Human Resources,
Bureau for Medical Services

Name of Agency: _____

Name of Associate: SOUTHWESTERN APPRAISAL Co.

Signature: _____

Signature: _____

Title: _____

Title: MANAGING MEMBER

Date: _____

Date: 12/12/14

Form - WVBAA-012004
Amended 06.26.2013

APPROVED AS TO FORM THIS 21st
DAY OF Jan 20 15
Patrick Morrisey
Attorney General
BY _____

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: SOUTHWESTERN APPRAISAL COMPANY

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:

N/A - There will be no PHI exchanged for the work required in this contract.

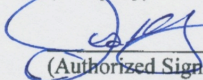
CERTIFICATION AND SIGNATURE PAGE

CERTIFICATION AND SIGNATURE PAGE

By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained 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.

Southwestern Appraisal Company

(Company)

 JOSEPH GREGORY WINEGAR, MANAGING MEMBER

(Authorized Signature) (Representative Name, Title)

(540) 986-0472 / (540) 986-0927, 12-12-14

(Phone Number) (Fax Number) (Date)

Revised 08/08/2014

APPENDIX A-LIST OF FACILITIES

HEARTLAND OF MARTINSBURG	Heartland of Martinsburg WV, LLC	MARTINSBURG	BERKELEY
HEARTLAND OF PRESTON COUNTY	Heartland - Preston County of Kingwood WV, LLC	KINGWOOD	PRESTON
HEARTLAND OF RAINELE	Heartland of Rainelle WV, LLC	RAINELE	GREENBRIER
HERITAGE CENTER	Heritage Center	HUNTINGTON	CABELL
HILLTOP CENTER	Hilltop Center	HILLTOP	FAYETTE
HUNTINGTON HEALTH AND REHABILITATION CENTER	Seventeenth Street Associates LLC	HUNTINGTON	CABELL
JOHN MANCHIN SR HEALTH CARE CENTER	John Manchin Sr. Health Care Center	FAIRMONT	MARION
LINCOLN NURSING AND REHABILITATION CENTER, LLC	AMFM of Lincoln County, Inc.	HAMLIN	LINCOLN
LOGAN CENTER	Logan Center	LOGAN	LOGAN
MANSFIELD PLACE	Mansfield Place	PHILIPPI	BARBOUR
MAPLES NURSING HOME	Maples Nursing Home	BLUEFIELD	MERCER
MAPLESHIRE NURSING AND REHABILITATION CENTER	Morgantown SNF Acquisition LLC	MORGANTOWN	MONONGALIA
MARMET CENTER	Marmet SNF Operations, LLC	MARMET	KANAWHA
MCDOWELL NURSING AND REHABILITATION CENTER, LLC	McDowell Nursing and Rehabilitation Center, LLC	GARY	MCDOWELL
MEADOWBROOK ACRES	Meadowbrook Acres	CHARLESTON	KANAWHA
MEADOWVIEW MANOR HEALTH CARE	Meadowview Manor Health Care Center	BRIDGEPORT	HARRISON
MERCER NURSING AND REHABILITATION CENTER, LLC	AMFM of Mercer County, Inc.	BLUEFIELD	MERCER
MILETREE CENTER	Miletree Center	SPENCER	ROANE
MONTGOMERY GEN. ELDERLY CARE	Montgomery General Elderly Care	MONTGOMERY	FAYETTE
MONTGOMERY GENERAL HOSP., D/P	Montgomery General Hospital, Distinct Part	MONTGOMERY	FAYETTE
MOUND VIEW HEALTH CARE	Mound View Health Care	MOUNDSVILLE	MARSHALL
NEW MARTINSVILLE CENTER	NEW MARTINSVILLE CENTER	NEW MARTINSVILLE	WETZEL
NICHOLAS COUNTY NURSING AND REHABILITATION CENTER	Nicholas County Nursing and Rehabilitation Center	RICHWOOD	NICHOLAS
OAK RIDGE CENTER	1000 Association Drive	CHARLESTON	KANAWHA
OHIO VALLEY HEALTH CARE	Ohio Valley Health Care	PARKERSBURG	WOOD
PARKERSBURG CENTER	PARKERSBURG CENTER	PARKERSBURG	WOOD
PENDLETON MANOR INC	Pendleton Manor	FRANKLIN	PENDLETON
PINE LODGE	Pine Lodge	BECKLEY	RALEIGH
PINE VIEW NURSING AND REHABILITATION CENTER	Pine View Nursing and Convalescent Home, Inc.	HARRISVILLE	RITCHIE
PLEASANT VALLEY NSG. & REHAB C	Pleasant Valley Nursing and Rehabilitation Center	POINT PLEASANT	MASON
POCAHONTAS CENTER	Stillwell Road Operations LLC	MARLINTON	POCAHONTAS
PRINCETON HEALTH CARE CENTER	Princeton Health Care Center	PRINCETON	MERCER
PUTNAM CENTER	Putnam Center	HURRICANE	PUTNAM
RALEIGH CENTER	Raleigh Center	DANIELS	RALEIGH
ROANE GENERAL HOSPITAL, D/P	Roane General Hospital, Distinct Part	SPENCER	ROANE

ROSE TERRACE HEALTH AND REHABILITATION CENTER	Rose Terrace Health And Rehabilitation	CULLODEN	CABELL
ROSEWOOD CENTER	8 Rose Street Operations LLC	GRAFTON	TAYLOR
SALEM CENTER	Salem Center	SALEM	HARRISON
SISTERSVILLE CENTER	Sistersville Center	SISTERSVILLE	TYLER
SPRINGFIELD CENTER	Springfield Center LLC	LINDSIDE	MONROE
ST. BARBARA'S MEM NURSING HOME	St. Barbara's Memorial Nursing Home	FAIRMONT	MARION
ST. JOSEPH'S HOSPITAL, D/P	St. Joseph's Hospital, Distinct Part	BUCKHANNON	UPSHUR
STONE PEAR PAVILION	Fox Nursing Home, Inc.	CHESTER	HANCOCK
SUMMERS NURSING AND REHABILITATION CENTER LLC	AMFM OF SUMMERS COUNTY, INC.	HINTON	SUMMERS
SUMMERSVILLE REGIONAL MEDICAL CENTER D/P	Summersville Regional Medical Center, Distinct Part	SUMMERSVILLE	NICHOLAS
SUNDALE NURSING HOME	Sundale Nursing Home	MORGANTOWN	MONONGALIA
TRINITY HEALTH CARE OF LOGAN	Trinity Health Care Services, Inc.	LOGAN	LOGAN
TRINITY HEALTH CARE OF MINGO	Trinity Health Care Services, Incl	WILLIAMSON	MINGO
TYGART CENTER AT FAIRMONT CAMPUS	1539 Country Club Road Operations, LLC	FAIRMONT	MARION
VALLEY CENTER	1000 Lincoln Drive Operations, LLC	SOUTH CHARLESTON	KANAWHA
WAYNE NURSING AND REHABILITATION CENTER, LLC	AMFM of Wayne County, Inc.	WAYNE	WAYNE
WEBSTER NURSING AND REHABILITATION CENTER, LLC	AMFM of Webster County, Inc.	COWEN	WEBSTER
WEIRTON GERIATRIC CENTER	Weirton Geriatric Center	WEIRTON	HANCOCK
WHITE SULPHUR SPRINGS CENTER	Route 92 Operations, LLC	WHITE SULPHUR SPRING	GREENBRIER
WILLOW TREE MANOR	Blue Ridge Nursing, LLC	CHARLES TOWN	JEFFERSON
WILLOWS CENTER	723 Summers Street Operations, LLC	PARKERSBURG	WOOD
WYOMING NURSING AND REHABILITATION CENTER, LLC	AMFM Of Wyoming County, Inc.	NEW RICHMOND	WYOMING

Name	County
BERKELEY SPRINGS REHABILITATION AND NURSING	MORGAN
BISHOP JOSEPH HODGES CONTINUOUS CARE CENTER	OHIO
BRIER, THE	GREENBRIER
GRAFTON CITY HOSPITAL	TAYLOR
GRANT MEMORIAL HOSPITAL	GRANT
HIDDEN VALLEY CENTER	FAYETTE
HOLBROOK NURSING HOME	UPSHUR
LAUREL NURSING AND REHABILITATION CENTER	CLAY
MADISON, THE	MONONGALIA
PIERPONT CENTER AT FAIRMONT CAMPUS	MARION
RAVENSWOOD VILLAGE	JACKSON
SHENANDOAH CENTER	JEFFERSON
TEAYS VALLEY CENTER	PUTNAM
VALLEY HAVEN GERIATRIC CENTER	BROOKE
WEIRTON MEDICAL CENTER, D/P	HANCOCK
WORTHINGTON NURSING AND REHABILITATION CENTER, LLC	WOOD

Highlighted facilities indicate a change of ownership will occur and the facility name will likely change. Other identifying information will remain the same.

Name	County
1204 S. KANAWHA GROUP HOME	RALEIGH
6TH STREET WEST GROUP HOME	CABELL
811 S. KANAWHA GROUP HOME	RALEIGH
ACCOVILLE GROUP HOME	LOGAN
ADAMSTON GROUP HOME	HARRISON
AMHERSTDALE GROUP HOME	LOGAN
ARC GROUP HOME	KANAWHA
BARBOUR STREET GROUP HOME	UPSHUR
BETSY BROH HOUSE	CABELL
BIRCH LANE GROUP HOME	HAMPSHIRE
B-U GROUP HOME	UPSHUR
CHAFIN HALL	CABELL
CHURCH LANE GROUP HOME	MERCER
CORNELL STREET GROUP HOME	MINERAL
CROSS LANES GROUP HOME	KANAWHA
DAVIS STREET GROUP HOME	GRANT
EAST END GROUP HOME	KANAWHA
EIGHTH AVENUE GROUP HOME	CABELL
FAIRMONT GROUP HOME	MARION
FOWLER GROUP HOME	HARRISON
FRANKLIN GROUP HOME	PENDLETON
GABOYA PLACE GROUP HOME	BERKELEY
GIHON ROAD GROUP HOME	WOOD
GUYANDOTTE GROUP HOME	CABELL
HANSFORD STREET GROUP HOME	KANAWHA
HARMON SCHOOL ROAD GROUP HOME	MERCER
HUDSON STREET GROUP HOME	KANAWHA
JACKSON AVENUE GROUP HOME	BOONE
JUDYVILLE GROUP HOME	GREENBRIER
KENOVA GROUP HOME	WAYNE
LAKEVIEW GROUP HOME	WOOD
LIFESTART GROUP HOME	KANAWHA
MAIN STREET GROUP HOME	HARRISON
MCGHEE HALL	CABELL
MCVEIGH AVENUE GROUP HOME	CABELL
MONROE AVENUE GROUP HOME	CABELL
MONTVUE GROUP HOME	GREENBRIER
NORTHSIDE GROUP HOME	BERKELEY
NUTTER FORT GROUP HOME	HARRISON
OAK HILL GROUP HOME	FAYETTE
OLD BLUEFIELD GROUP HOME	MERCER
POTOMAC CENTER	HAMPSHIRE
RAVEN AVENUE GROUP HOME	OHIO
REM WV, INC., ARLINGTON	MARSHALL
REM WV, INC., BROOKHAVEN ROAD	MONONGALIA

REM WV, INC., CURTIS AVENUE	MONONGALIA
REM WV, INC., FLYNN AVENUE	OHIO
REM WV, INC., G. C. & P. ROAD	OHIO
REM WV, INC., NEW MARTINSVILLE	WETZEL
REM WV, INC., ROCKDALE ROAD	BROOKE
REM WV, INC., WHITE AVENUE	MONONGALIA
REM WV, INC., WOODCREST DRIVE	BROOKE
RITZ AVENUE GROUP HOME	OHIO
RIVERVIEW GROUP HOME	MARSHALL
RUSSELL NESBITT APARTMENTS	OHIO
SALEM GROUP HOME	HARRISON
SIXTEENTH STREET GROUP HOME	WOOD
SOUTHSIDE GROUP HOME	BERKELEY
SPRING STREET GROUP HOME	WOOD
STONEWOOD GROUP HOME	HARRISON
SUMMERSVILLE GROUP HOME	NICHOLAS
TEMPLE STREET GROUP HOME	RALEIGH
TERRA ALTA CHILDREN'S HOME	PRESTON
THOMPSON GROUP HOME	MERCER
VALLEY VIEW GROUP HOME	MERCER
VIRGINIA AVENUE GROUP HOME	CABELL
WASHINGTON STREET GROUP HOME	HAMPSHIRE
WOODWARD CHILDREN'S HOME	KANAWHA

ATTACHMENT A

Addendum #1

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: BMS1500000002

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 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.

Southwestern Appraisal Company
Company


Authorized Signature

12-16-14
Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.
Revised 6/8/2012