



Emergency Purchase Request Form for Central Purchases (WV-45)

Statutory Authority: Pursuant to West Virginia Code §5A-3-15 and 148 C.S.R. 1-7.6, the director may authorize, in writing, a state spending unit to purchase in the open market, without filing requisition or estimate, specific commodities for immediate delivery to meet bona fide emergencies arising from unforeseen causes.

Follow-up Award Requirements: Effective July 1, 2024, agencies are delegated the authority, upon written approval, to process all emergency purchases as agency contracts. Agencies must submit all contract documents to Purchasing.Division@wv.gov no later than 30 days of issuance.

Agency Information:

Agency/Department: _____

Procurement Officer: _____

Date of Request: _____

Description of the emergency circumstance(s) that led to this emergency purchase request:

(What is the emergency situation? Provide detailed information.)

Proposed remedy:

(What is the item or service that needs to be purchased to remedy the emergency situation in the short term?)

Estimated cost:

(How much will the items or service cost to rectify the situation? Include total cost.)

Proposed duration/quantity:

(If a service is needed, how long will you need it until you can properly bid out a long-term solution? If an item is needed, how many does your agency need?)

07/20/2026 Addendum to MSA of 06/09/2026

Proactive will provide **interim remote MDS completion services** at the rate of **\$125.00/hour**. Services will be billed based on actual time worked. Interim MDS completion services will be provided per client request and based on Proactive availability beginning on or around **July 21, 2026**. This addendum serves as an updated Statement of Work to the Master Services Agreement with Business Associate's Agreement of June 9, 2026 between West Virginia Department of Veterans Assistance (for services to West Virginia Veterans Nursing Facility) and Proactive Medical Review and Consultants, LLC dba Proactive LTC Consulting.

Proposed Statement of Work No. 2

Proactive proposes the following work plan to achieve the project goals:

1. **Proposed Project Start:** On or around July 21, 2026 or as directed by client
2. **Project Name:** Interim MDS Services
3. **Project Description:** Proactive will provide remote MDS coding support and completion services as needed to ensure facility compliance and payment accuracy during periods of staffing transition or as coverage needs arise.

The process for remote MDS completion support services may include the following activities:

- A launch call will be held to determine facility processes and to develop a facility specific protocol for MDS assessment supportive documentation completion and sharing. Proactive will provide a lead consultant point of contact to facilitate MDS coding completion and to assist with any assessment related questions as needed. For fully remote services, patient assessment findings and required patient or staff interviews will be documented by qualified facility staff for required MDS items.
- Assessment documentation completed by qualified facility staff will be made available to Proactive through remote EMR access, OR if paper forms are used, scanned to the HIPAA secure ShareFile™ in order for Proactive to complete MDS data entry via remote software access.
- As defined by facility and software specific processes, Proactive may submit the completed MDS to the VA (given appropriate access) and provide Final Validation Reports as required
- It is anticipated that Proactive will assist with maintaining the MDS calendar to facilitate completion of the MDS within RAI defined completion periods and will communicate with designated facility contacts regarding the need for additional or clarified information to facilitate timely completion.
- Care Area Assessments (MDS Section V) will be completed by Proactive with input from client IDT
- Resident Care Planning will be supported by Proactive with revisions recommended as needed and available following the MDS schedule with CAA information and changes identified through MDS completion.

Client/Provider Responsibilities

- Establish a primary facility contact for ongoing communication
- Inform Proactive of any significant changes in patient condition to ensure appropriate MDS scheduling
- Timely communication of census changes including Admissions, Re-admissions, Discharges, Transfers, and Payor source changes; Client representative will provide daily census updates via email to Proactive

- MDS Item/Section completion as defined by facility policy
- Timely document uploads as applicable for needed items not available in PCC™ software
- Care Plan Completion integrated with facility IDT including Baseline and Comprehensive Care Plans

4. Deliverables:

- ✓ Remote MDS support 5 days/week to cover MDS completion/submission needs
- ✓ When submitting on the client's behalf, Proactive will review the Final Validation Report (FVR) after each submission
- ✓ Participation in care plan meetings and other relevant meetings upon request and based upon Proactive availability
- ✓ Proactive will maintain the MDS assessment calendar and track action items with completion and status updates by resident.

Service	Proposed Fees
Remote Interim MDS Staffing and Assessment Completion Services; Remote clinical reimbursement training services including MDS orientation and coaching services for client staff members including newly hired MDS coordinator as needed	\$125.00/hour Client is only billed for actual time worked.

Signatures

Thank you for considering Proactive for this important project.

Proactive Medical Review & Consultants, LLC dba Proactive LTC Consulting

Amie Martin

Date: 07/20/2026

Amie Martin, President

The services and terms described in this engagement proposal are in accordance with our understanding and are acceptable to us. An accepted proposal will become part of the original Master Services Agreement and Business Associate Agreement of June 09, 2026. This will cover the additional needs of the facility identified during the initial consulting phase.

West Virginia Dept. of Veterans Assistance

Ryan Kennedy

Date: 7/22/26

Authorized Signature

Ryan Kennedy, Cabinet Secretary

STATE OF WEST VIRGINIA
ADDENDUM TO VENDOR'S STANDARD CONTRACTUAL FORMS
REQUIRED INFORMATION ABOUT THIS CONTRACT:

State Agency, Board, or Commission (the "State"): _____

Vendor: _____

Contract Name or Identifier/Lease Number ("Contract"): _____

Commodity/Service: _____

The State and the above-identified Vendor are entering into the above-referenced contract. The Contract or other materials incorporated into this Contract may contain provisions that are inconsistent with West Virginia law, regulations, or policy. THIS ADDENDUM SUPERSEDES, MODIFIES AND CONTROLS ANY CONFLICTING PROVISIONS CONTAINED IN THE CONTRACT REGARDLESS OF WHEN SUCH DOCUMENTS ARE SUBMITTED.

1. **PAYMENT** – The State will not make any advanced payments for goods or services unless the payment is (i) authorized by the policy of the West Virginia State Auditor (e.g., software/SaaS licenses, software support services, and the first year of a software subscription), or (ii) expressly authorized in a writing by the West Virginia State Auditor and that approval is made a part of this contract. Payments are made only after the (i) receipt of the goods and/or services and (ii) processing of all required invoice documentation to the State Auditor's satisfaction.

The following provisions are deleted: (i) interest or penalties for late payment, (ii) payment of lost profits, termination fees, or liquidated damages upon termination, and (iii) acceleration of payments due to termination, default, or non-funding.

2. **FUNDING** – Payments under this Contract are contingent upon the availability of properly encumbered funds through legislative appropriation or other lawful funding sources. If funding becomes unavailable, then the State may terminate this Contract upon notice to the vendor. Non-appropriation or non-funding is not an event of default, and all work shall cease upon termination.
3. **TERMINATION FOR CONVENIENCE** – The State may terminate this Contract for convenience upon thirty (30) days written notice to the Vendor. The State will pay only for undisputed services rendered or goods delivered prior to termination. Any conflicting Vendor provision regarding termination is deleted.
4. **GOVERNING LAW** – The Contract shall be governed by the laws of the State of West Virginia or required federal law. Any provision requiring the application of any other state's laws is deleted.
5. **JURISDICTION/DISPUTES** – All claims for monetary damages must be filed with the West Virginia Legislative Claims Commission. Other legal actions must be brought in courts authorized under West Virginia laws to exercise jurisdiction.
6. **PRESERVATION OF STATE LEGAL RIGHTS** - Notwithstanding any provision contained in this Contract or other materials incorporated into this Contract, any term that limits, waives, or otherwise restricts the legal rights available to the State is deleted. Without limitation, the following provisions are deleted:
 - a. Any requirement that the State agrees to (i) participate in binding arbitration or other extra-judicial dispute resolution process, (ii) waive a jury trial, or (iii) resolve disputes in any jurisdiction or venue other than the State of West Virginia.
 - b. Any provision requiring the State to (i) indemnify, defend, or hold harmless the Vendor or any third party, or (ii) assume the Vendor's business or legal risks.
 - c. Any provision limiting the Vendor's liability for direct damages arising from bodily injury, death, or damage to property (tangible or intangible) caused by the negligence or willful misconduct of the Vendor or its employees or agents. Any limitation of liability is enforceable only to the extent permitted by West Virginia Law.
 - d. Any provision requiring the State to waive or limit its legal rights, claims or defenses.
 - e. Any provision limiting the time within which the State may file a claim or initiate any legal action.
 - f. Any provision permitting repossession of equipment without notice to the state. Repossession may occur only with appropriate notice.
 - g. Any provisions requiring the State to pay Vendor's attorney fees, collection costs, or litigation expenses are deleted except in cases where they are ordered by a court of competent jurisdiction.
7. **TAXES** – The State is exempt from federal, state, and local taxes. Any provision requiring the State to pay taxes on behalf of the Vendor is deleted. The State will provide a tax-exempt certificate upon request.

8. **ASSIGNMENT** – No assignment of this contract is effective and binding until the State and Vendor execute a change order to this Contract. This Contract is automatically terminated if the assignment is to a person or entity with whom the State is prohibited from doing business. In that circumstance, Vendor agrees to pay the State a pro-rata refund equal to the cost paid for the unused portion of the commodity or service provided. The State may assign this Contract to another State agency, board or commission upon thirty (30) days written notice to the Vendor.
9. **RENEWAL/MODIFICATION** – This Contract may be renewed, extended, amended, or modified only by written agreement signed by both parties and approved, as to form, by the Attorney General. Any automatic renewal or modification provision is deleted.
10. **INSURANCE** – Any provision requiring the State to maintain insurance for the benefit of the State, the Vendor or any third party is deleted.
11. **DELIVERY** – All deliveries under the Contract shall be FOB destination unless the State expressly and knowingly agrees otherwise in writing. Any contrary delivery term is deleted.
12. **PUBLIC RECORDS AND CONFIDENTIALITY** – This Contract and related records are subject to the West Virginia Freedom of Information Act (“W. Va. FOIA”) (W. Va. Code §29B-1-1 et seq.) and applicable public procurement laws. Any provision requiring Vendor consent or notice prior to disclosure is deleted.
- All provisions requiring the non-disclosure of information must be (i) permitted by West Virginia law, (ii) incorporated through a separately signed writing, and (iii) approved, as to form, by the Attorney General.
13. **DATA OWNERSHIP**. During and after the term of this Contract, the State retains all ownership rights to information or data that the State provides to the Vendor, or which the Vendor collects or captures while providing its services (hereafter “Data”). The Vendor agrees to only use the Data to provide the procured services. Without limitation, the following provisions are deleted:
- Any provision granting the Vendor or any other person or entity: (i) rights to sell, license or otherwise exploit the Data, (ii) use rights (including without limitation the right to use the Data to train machine learning and/or artificial intelligence models) or (iii) any other proprietary interests in the Data.
 - Any provision that defines “Data” in a manner that excludes from these protections: (i) transaction or system-based data, including metadata, (ii) Data once it has been de-identified, anonymized, or aggregated, or (iii) vendor analytics performed on the Data.
- Before contract termination, the Vendor agrees to coordinate with the State, to either (1) destroy the Data or (2) return it to the State in the format requested by the State. This shall be done without further conditions, costs, or delays.
14. **THIRD-PARTY SOFTWARE** – If this Contract contemplates or requires binding the State to third-party’s end-users license agreement (EULA), the Vendor represents that none of the mandatory click-through, unsigned, or web-linked EULA terms and conditions conflict with any term of this Addendum or that it has the authority to modify such third-party software’s terms and conditions to be subordinate to this Addendum. The Vendor shall indemnify and defend the State against all claims resulting from a wrongful representation/assertion that the EULA’s terms and conditions are in accord with, or subordinate to, this Addendum.
15. **AMENDMENTS** –All amendments, modifications, alterations or changes to this Contract shall be made by a (i) written change order, (ii) signed by all parties, and (iii) approved, as to form, by the Attorney General.

If legal circumstances require this Addendum to be amended, then those changes must be made in an OBVIOUS MANNER such as by using **bold Italics**, or underline to identify language being added and using bold ~~strikethrough~~ to identify language being deleted. Do not use track-changes. All changes to this WV-96 must be expressly approved by the Office of the Attorney General.

State: _____

By: _____

Printed Name: _____

Title: _____

Date: _____

Vendor: _Proactive Medical Rev& Consultants, LLC

By: Amie Martin

Printed Name: Amie Martin

Title: President

Date: 07/22/2026