

State of West Virginia
Department of Administration
Purchasing Division
2019 Washes Bourged Street East

Post Office Box 50130 Charleston, WV 25305-0130

Solicitation

NUMBER BCF13118

PAGE

ADDRESS CORRESPONDENCE TO ATTENTION OF:

ROBERTA WAGNER 304-558-0067

HEALTH AND HUMAN RESOURCES WEST VIRGINIA CHILDRENS HOME

230 HEAVNER AVENUE ELKINS, WV 26241

304-636-0577

RFQ COPY TYPE NAME/ADDRESS HERE Onward Healthcare, Inc. 64 Danbury Road Wilton, CT 06897

DATE PRIN	IEO.				
03/12/ BID OPENING DATE:	2013				
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### INSTRUCTIONS TO VENDORS SUBMITTING BIDS

- REVIEW DOCUMENTS THOROUGHLY: The attached documents contain a solicitation for bids.
  Please read these instructions and all documents attached in their entirety. These instructions provide
  critical information about requirements that if overlooked could lead to disqualification of a Vendor's
  bid. All bids must be submitted in accordance with the provisions contained in these instructions and
  the Solicitation. Failure to do so may result in disqualification of Vendor's bid.
- 2. MANDATORY TERMS: The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

3. PREBID MEETING: The item identified below shall apply to this Solicitation.

[ 🗸 ]		A pre-bid meeting will not be held prior to bid opening.						
[	]	A NON-MANDATORY PRE-BID meeting will be held at the following place and time:						
ľ	]	A MANDATORY PRE-BID meeting will be held at the following place and time:						

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing. Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required

information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. VENDOR QUESTION DEADLINE: Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are non-binding.

Question Submission Deadline: 3/26/2013

Submit Questions to: Roberta Wagner
2019 Washington Street, East
P.O. Box 50130
Charleston, WV 25305
Fax: 304-558-4115
Email: roberta.a.wagner@wv.gov

- 5. VERBAL COMMUNICATION: Any verbal communication between the Vendor and any State personnel is not binding, including that made at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.
- 6. BID SUBMISSION: All bids must be signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The bid delivery address is:

Department of Administration, Purchasing Division 2019 Washington Street East P.O. Box 50130, Charleston, WV 25305-0130

The bid should contain the information liste considered:	ed below on the face of the envelope or the bid may not be
SEALED BID	
BUYER: (	Onward Healthcare, Inc.
	NO.: BCT13118
	DATE: 4/11/2013
	TIME: _1:30pm
	800-970-5001
FAX NOMBER	000-970-3001
technical and one original cost proposal phonical and the address shown above. Add	request for proposal, the Vendor shall submit one original us convenience copies of each to the Purchasing itionally, the Vendor should identify the bid type as either a ch bid envelope submitted in response to a request for
DID TYPE. I	1 Technical
300 Marine 100 Marine	] Technical
1	x ] Cost
identified below on the date and time liste	esponse to this Solicitation will be opened at the location d below. Delivery of a bid after the bid opening date and time rposes of this Solicitation, a bid is considered delivered when ivision time clock.
Bid Opening Date and Time:	4/11/2013 at 1:30 pm
Bid Opening Location:	Department of Administration, Purchasing Division 2019 Washington Street East P.O. Box 50130,
	Charleston, WV 25305-0130

- 8. ADDENDUM ACKNOWLEDGEMENT: Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.
- BID FORMATTING: Vendor should type or electronically enter the information onto its bid to
  prevent errors in the evaluation. Failure to type or electronically enter the information may result
  in bid disqualification.

7.

#### GENERAL TERMS AND CONDITIONS:

- CONTRACTUAL AGREEMENT: Issuance of a Purchase Order signed by the Purchasing Division
  Director, or his designee, and approved as to form by the Attorney General's office constitutes
  acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's
  signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions
  contained in this Contract.
- DEFINITIONS: As used in this Solicitation / Contract, the following terms shall have the meanings
  attributed to them below. Additional definitions may be found in the specifications included with this
  Solicitation / Contract.
  - 2.1 "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
  - 2.2 "Confract" means the binding agreement that is entered into between the State and the Vendor to provide the goods and services requested in the Solicitation.
  - 2.3 "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.
  - 2.4 "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.
  - 2.5 "Purchase Order" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the successful bidder and Contract holder.
  - 2.6 "Solicitation" means the official solicitation published by the Purchasing Division and identified by number on the first page thereof.
  - 2.7 "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
  - 2.8 "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3.			TRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in ance with the category that has been identified as applicable to this Contract below:
	[√	1	Term Contract
			Initial Contract Term: This Contract becomes effective on Award
			and extends for a period of one year(s).
			Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal must be submitted to the Purchasing Division Director thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to two successive one (1) year periods. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.
	×		Reasonable Time Extension: At the sole discretion of the Purchasing Division Director and with approval from the Attorney General's office (Attorney General approval is as to form only), this Contract may be extended for a reasonable time after the initial Contract term or after any renewal term as may be necessary to obtain a new contract or renew this Contract. Any reasonable time extension shall not exceed twelve (12) months. Vendor may avoid a reasonable time extension by providing the Purchasing Division Director with written notice of Vendor's desire to terminate this Contract 30 days prior to the expiration of the their current term. During any reasonable time extension period, the Vendor may terminate this Contract for any reason upon giving the Purchasing Division Director 30 days written notice Automatic extension of this Contract is prohibited. Notwithstanding the foregoing Purchasing Division approval is not required on agency delegated or exempt purchases, but Attorney General approval may be required.
	[	]	Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within
	l	1	One Time Purchase: The term of this Contract shall run from the issuance of the Purchase Order until all of the goods contracted for have been delivered, but in no event shall this Contract extend for more than one fiscal year.

[ ] Other: See attached.

- 4. NOTICE TO PROCEED: Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Purchase Order will be considered notice to proceed
- 5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.
  - Open End Contract: Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.
  - [ ] Service: The scope of the service to be provided will be more clearly defined in the specifications included herewith.
  - [ ] Combined Service and Goods: The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.
  - One Time Purchase: This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.
- 6. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.
- 7. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.
- 8. REQUIRED DOCUMENTS: All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.
  - BID BOND: All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

[	J	in the amoun issued and re	ANCE BOND: The apparent successful Vendor shall provide a performance bond t of The performance bond must be ecceived by the Purchasing Division prior to Contract award. On construction performance bond must be 100% of the Contract value.
[	1	labor/materia	TERIAL PAYMENT BOND: The apparent successful Vendor shall provide a l payment bond in the amount of 100% of the Contract value. The labor/materia must be issued and delivered to the Purchasing Division prior to Contract award.
or sa la	rtific irre mc bor/i	ed checks, cast vocable letter o schedule as th	nd, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide hier's checks, or irrevocable letters of credit. Any certified check, cashier's check of credit provided in lieu of a bond must be of the same amount and delivered on the bond it replaces. A letter of credit submitted in lieu of a performance and ent bond will only be allowed for projects under \$100,000. Personal or business table.
[	)	maintenance	NCE BOND: The apparent successful Vendor shall provide a two (2) year bond covering the roofing system. The maintenance bond must be issued and the Purchasing Division prior to Contract award.
{,	/1		* COMPENSATION INSURANCE: The apparent successful Vendor shall have vorkers' compensation insurance and shall provide proof thereof upon request.
[,	/1	INSURANC prior to Contr	E: The apparent successful Vendor shall furnish proof of the following insurance ract award:
		[[]]	Commercial General Liability Insurance: \$1,000,000.00 per occurrence, or more.
		[ ]	Builders Risk Insurance: builders risk – all risk insurance in an amount equal to 100% of the amount of the Contract.
		[ 🗸 ]	Professional Liability: \$1,000,000.00 per occurrence, \$3,000,000.00 aggregate
		[ 🗸 ]	Commercial General Liability Insurance: \$1,000,000.00 per occurrence, \$2,000,000.00 aggregate
		[ ]	
		[ ]	
		[ ]	

The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

[✓] LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

Professional Registere	ed Nurse License/Certification in West Virginia
Current CPR Card	

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.

- 9. LITIGATION BOND: The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In licu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.
- 10. ALTERNATES: Any model, brand, or specification listed herein establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.
- 11. EXCEPTIONS AND CLARIFICATIONS: The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or

other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

. <u>LIQUIDATED DAMAGE</u>	S: Vendor shall pay liquidated damages in the amount
	for
This clause shall in no way	be considered exclusive and shall not limit the State or Agency's right to

- 13. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Purchase Order, upon receipt.
- 14. REGISTRATION: Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee if applicable.
- 15. COMMUNICATION LIMITATIONS: In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.
- 16. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.
- 17. PAYMENT: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To."
- 18. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
- 19. DELIVERY: All quotations are considered freight on board destination ("F.O.B. destination") unless alternate shipping terms are clearly identified in the bid. Vendor's listing of shipping terms that contradict the shipping terms expressly required by this Solicitation may result in bid disqualification.
- 20. INTEREST: Interest attributable to late payment will only be permitted if authorized by the West Virginia Code. Presently, there is no provision in the law for interest on late payments.
- 21. PREFERENCE: Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Resident Vendor Certification form has been attached hereto to allow Vendor to apply for the preference. Vendor's

- failure to submit the Resident Vendor Certification form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.
- 22. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid on or after July 1, 2012, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to submission of its bid to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.
- 23. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 24. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.
- 25. WAIVER OF MINOR IRREGULARITIES: The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.
- 26. TIME: Time is of the essence with regard to all matters of time and performance in this Contract.
- 27. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.
- 28. COMPLIANCE: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendors acknowledge that they have reviewed, understand, and will comply with all applicable law.
- 29. PREVAILING WAGE: On any contract for the construction of a public improvement, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established by the West Virginia Division of Labor under West Virginia Code §§ 21-5A-1 et seq. and available at <a href="http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx">http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx</a>. Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage

- requirements are applicable. The required contract provisions contained in West Virginia Code of State Rules § 42-7-3 are specifically incorporated herein by reference.
- 30. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.
- 31. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.
- 32. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
- 33. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.
- 34. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
- 35. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.
- 36. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
- 37. BANKRUPTCY: In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

- 38. HIPAA BUSINESS ASSOCIATE ADDENDUM: The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at <a href="http://www.state.wv.us/admin/purchase/vrc/hipaa.html">http://www.state.wv.us/admin/purchase/vrc/hipaa.html</a> and is hereby made part of the agreement provided that the Agency meets the definition of a Covered entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the Vendor. Additionally, the HIPAA Privacy, Security, Enforcement & Breach Notification Final Omnibus Rule was published on January 25, 2013. It may be viewed online at <a href="http://www.gpo.gov/fdsys/pkg/FR-2013-01-25/pdf/2013-01073.pdf">http://www.gpo.gov/fdsys/pkg/FR-2013-01-25/pdf/2013-01073.pdf</a>. Any organization, that qualifies as the Agency's Business Associate, is expected to be in compliance with this Final Rule. For those Business Associates entering into contracts with a HIPAA Covered State Agency between January 25, 2013 and the release of the 2013 WV State Agency Business Associate Agreement, or September 23, 2013 (whichever is earlier), be advised that you will be required to comply with the 2013 WV State Agency Business Associate Agreement. For those Business Associates with contracts with a HIPAA Covered State Agency executed prior to January 25, 2013, be advised that upon renewal or modification, you will be required to comply with the 2013 WV State Agency Business Associate Agreement no later than September 22, 2014.
- 39. CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <a href="http://www.state.wv.us/admin/purchase/privacy/default.html">http://www.state.wv.us/admin/purchase/privacy/default.html</a>.
- 40. DISCLOSURE: Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code § 29B-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. In addition, a legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor will be required to defend any claimed exemption for nondiclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for Any questions regarding the any costs incurred related to any exemptions claimed by Vendor. applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

- 41. LICENSING: In accordance with West Virginia Code of State Rules §148-1-6.1.7, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.
- 42. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Purchase Order from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.
- 43. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid for the same material, supplies, equipment or services; (2) that its bid is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this RFQ in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

The individual signing this bid on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

- 44. PURCHASING CARD ACCEPTANCE: The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.
  - Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.
- 45. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting,

supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms and returns pertinent to all of the foregoing. Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

- 46. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.
- 47. PURCHASING AFFIDAVIT: In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 48. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE: This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
- 49. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire any interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

- 50, REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:
  - [ \[ \] Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract expenditures by agency, etc.
  - [ ] Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing, requisitions@wv.gov.
- 51. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision.

The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

- 52. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:
  - a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
  - b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or

such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process.

The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

- a. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- b. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.
- 53. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products.

This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

### **SPECIFICATIONS**

- 1. PURPOSE AND SCOPE: The West Virginia Purchasing Division is soliciting bids on behalf of WVDIIIR/WV Children's Home to establish a contract for Register Nurse staffing Services located at 230 Heavner Avenue Elkins, WV 26241.
- 2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
  - 2.1 "Contract Services" means the list of items identified in Section III.
  - 2.2 "Pricing Page" means the pages upon which Vendor should list its proposed price for the Contract Services. The Pricing Page is either included on the last page of this RFQ or attached hereto as Exhibit A.
  - 2.3 "RFQ" means the official request for quotation published by the Purchasing Division and identified as BCF13118.
- 3. QUALIFICATIONS: Vendor shall have the following minimum qualifications:
  - 3.1. Must be a licensed RN by WV Board of Nurses.
  - 3.2. Carry an original current CPR card.
  - 3.3. Meet current Agency immunization requirements for PPD and Hepatitis B series. The website is www.wvdhhr.org/bcf/reschildcarelic/documents/78-CSR-03.pdf (Pages 40-44)
  - 3.4. CPR certification
- 4. MANDATORY REQUIREMENTS:
  - 4.1 Mandatory Contract Services Requirements and Deliverables: Contract Services must meet or exceed the mandatory requirements listed below.

#### 4.1.1 VENDOR RESPONSIBLITIES:

4.1.1.1 Vendor must provide healthcare staffing as requested by the Agency to be compatible with day-to-day or week-to-week needs. Assignments also may be made for a specified period of time as agreed upon in writing.

- 4.1.1.2 Vendor must provide hourly rates that are inclusive of all federal, state, and local withholding taxes, social security & Medicare taxes, as well as all unemployment compensation, workers compensation, general and professional liability premiums. The individuals provided are not employees of the State and all cost incurred for the provision of the individual is the sole responsibility of the staffing agency.
- 4.1.1.3 Vendor must include in their pricing all hiring costs incurred by Vendor, such as background checks and drug screening.
- 4.1.1.4 Vendor must provide timesheets for staff, which will be signed by Agency Nursing Supervisor or Director of Nursing. A copy of the time sheet will be submitted with Invoice.
- 4.1.1.5 Vendor shall carry general liability insurance in the amount of \$1 million per occurrence and \$2 million aggregate coverage and comprehensive professional liability insurance with respect to its business and its employment of staff in the amount of \$1 million per occurrence and \$3 million aggregate coverage. Vendor shall provide Agency with a Certificate of Insurance upon execution of the agreement with the State of West Virginia to be named as certificate holder.
- 4.1.1.6 Vendor shall provide the Agency with information on each staff according to state and federal standards, including application and skills checklist: CPR certification: references: confidentiality agreement; and other requested documents such as current physical examination, Immunization records, negative 9 panel drug screening and licensure conformation. No nurse providing services under this agreement will have been investigated and substantiated by a Board of Nursing or currently is subject to discharge resulting from an investigation by a Board of Nursing.
- 4.1.1.7 Vendor shall provide Agency current negative criminal background check documentation on all individuals to provide services under this agreement. Healthcare Staff will comply with

all Agency appearance and demeanor standards. Agency reserves the right to terminate the presence of a nurse at the Agency when it is determined not to be in the best interest of resident care.

- **4.1.1.8** Vendor must include all cost associated with the provision of the nursing services including any travel expenses.
- **4.1.1.9** Responsible for training all staff members to serve any child with special needs such as dietary, use of epipen injections, rescue inhalers, diabetic monitoring mechanisms, etc.

Responsible for accepting verbal orders for changes in medications regimens. Nurse is also responsible for having the orders documented and signed by the prescribing physician within one week

Responsible for generating and reviewing monthly medication administration records.

Matching physician's orders to the medication administration records and observing staff supervising self-administration of medications at least quarterly.

Nurse applicant will assist interdisciplinary teams to develop educational goals for children taking regularly prescribed medications and participating in supervised self-administration protocol: instructing staff in dietary of medication administration issues as necessary; responding to emergency calls from staff on medical issues, and; assessing a child's health and health habits on an initial and on-going basis.

Nurse applicant will be responsible for a comprehensive assessment procedure for children entering the organization's care, inclusive of a medical history.

The assessment shall result in a written integrated summary of findings and recommendations which shall guide the organization's treatment efforts.

Nurse applicant shall provide agency with a weekly review of the effectiveness of each psychotropic medication the child has been prescribed.

Nurse applicant is responsible for generating and submitting copies of the following to the agency:

Reports stating the specific conditions the medication is to address such as mood swings, irritability, etc.; the expected length of time on medication and the medical testing needed to determine proper usage of medications.

Nurse applicant will be responsible for proving health services to youth, both male and female, age 12 to 18 years; pregnancy prevention. AIDS/HIV/ and STD prevention, nutrition, laboratory and/or diagnostic work prescribed by a physical and other general information about prevention and treatment of disease.

Nurse applicant will assist with youth appointments, inclusive of schedule and transporting youth to all medical related appointments.

### 4.1.2 DUTIES AND RESPONSIBILITIES OF AGENCY:

- 4.1.2.1 Agency requires a registered nurse to work Monday through Friday, 7:00 am - 11:00 am. After hour emergency calls as needed and schedule is subject to change.
- 4.1.2.2 Vendor staff shall work under Agency's Supervision. Agency shall be solely responsible to provide each staff with day-to-day guidance in the execution of staff's professional responsibilities at the Agency.
- 4.1.2.3 If the agency shall cancel any shift; it shall notify the Vendor of such cancellation no less than six (6) hours prior to the scheduled start of the shift.
- 4.1.2.4 The Agency shall provide safe and responsible parking to all Vendor staff working at the Agency.
- 4.1.2.5 The Agency will not allow any nurse who was dismissed for disciplinary or performance reasons by the WVDHHR/WV Children's Home to return and work through a staffing agency.

4.1.2.6 The Agency warrants that it has implemented a blood-borne pathogen exposure control plan that meets the requirements of OSHA rule 29CFR: Part 191.1030 and that all staff is subject to the program. The agency shall provide staff with protective clothing and safety materials when blood-borne pathogens exist. Agency shall notify the Vendor of any exposure by the Vendor's staff to a blood-borne pathogen. Vendor shall provide for post-exposure medical evaluation and follow-up.

#### 5. CONTRACT AWARD:

- 5.1 Contract Award: The Contract is intended to provide Agency with a purchase price for the Contract Services. The Contract shall be awarded to the Vendor that provides the Contract Services meeting the required specifications for the lowest total price as shown on the Pricing Pages.
- 5.2 Pricing Page: Vendor should complete the Pricing Page by supplying hourly rate for RN Nursing Staff. 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.

Notwithstanding the foregoing, the Purchasing Division may correct errors as it deems appropriate. Vendor should type the information into the Pricing Page to prevent errors in the evaluation.

- 6. PERFORMANCE: 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.
- 7. PAYMENT: Agency shall pay the 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.
- 8. TRAVEL: 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.

- FACILITIES ACCESS: 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.

#### 10. VENDOR DEFAULT:

- 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. Cancellation of the Contract.
  - 10.2.2. Cancellation of one or more release orders issued under this Contract.
  - 10.2.3. Any other remedies available in law or equity.

#### 11. MISCELLANEOUS:

11.1. 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: Brandi Razo
Telephone Number: 800-278-0332
Fax Number: 800-970-5001
Email Address: brazo@onwardhealthcare.com

### BCF13118 Registered Nurse Staff Services Pricing Page

Item #	Estimated Description: Annual Quantity:		Unit Pri	ce;	Total Price:		
1.	1040 hours	Registered Nurse	\$_59	/Per hr.	\$ <u>61,360</u>		
Award will be made to the responsible bidder meeting specifications with the lowest 'Price.							
Vendor 1	Name: Onward	Healthcare, Inc.					
Address:	64 Danbury F	Rd.					
Wilton, CT 06897							
E-Mail:	notices@onw	ardhealthcare.com					
Fax#: _800-970-5001							
Phone#: Signatur	800-278-033/ e:	Date:	1/1/13				

### CERTIFICATION AND SIGNATURE PAGE

By signing below, 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 or proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

Onward Healtho (Company)	care, Inc.	
(Authorized Signature)	W	
Michael Dylag, (Representative Name,		
800-278-0332	800-970-5001	
(Phone Number)	(Fax Number)	
(Date)		

## CERTIFICATE OF DISTINCTION

has been awarded to

# Onward Healthcare, Inc. Wilton, CT

for

### Health Care Staffing

by



### The Joint Commission

based on a review of compliance with national standards

July 12, 2012

Certification is customarily valid for up to 24 months.

Isabel V. Hoverman, MD, MACP Chair, Board of Commissioners Organization ID#404519

Print/Reprint Date: 07/27/12

Mark R. Chassin, MD, FACP, MPP, MPH

President

The Joint Commission is an independent, not-for-profit, national body that oversees the safety and quality of health care and other services provided in certified organizations. Information about certified organizations may be provided directly to The Joint Commission at 1-800-994-6610. Information regarding certification and the certification performance of individual organizations can be obtained through The Joint Commission's web site at www.jointcommission.org













### CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 01/02/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Northeast,	NAME:	CONTACT NAME:					
New York NY Office		PHONE (A/C, No. Ext): (866) 283-7122 FAX (A/C, No.): (847) 953-5390					
199 Water Street New York NY 10038-3551 USA		E-MAIL ADDRESS:					
			INSURER(S) AFFORD	ING COVERAGE	NAIC #		
INSURED	INSURE	RA:	Arch Specialty In	surance Company	21199		
Onward Healthcare Inc. 64 Danbury Rd	INSURE	RB:	Employers Insuran	ice Company of Wausau	21458		
64 Danbury Rd Wilton CT 06897 USA	INSURE	C:					
	INSURE	RD:					
	INSURE	RE:					
	INSURE	RF:					
COVERAGES	CEDTIFICATE MUMPED, 570049747467		DEV	IOION MUMPER			

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, FAXILUSIONS AND CONDITIONS OF SLICH POLICIES LIMITS SHOWN MAY HAVE BEEN BEDILICED BY PAUL CLAMB.

	ACCOSIONS AND CONDITIONS OF SOCI			**************************************	Lilling 91	hown are as requested
INSF	TYPE OF INSURANCE	ADDL :	WVD POLICY NUMBER	POLICY EFF POLICY (MW/DD/YYYY) (MW/DD/	YYY) LIMI	rs
Α	GENERAL LIABILITY		FLP001231907	12/31/2012 12/31/	013 EACH OCCURRENCE	\$1,000,000
	X COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
1	CLAIMS-MADE X OCCUR				MED EXP (Any one person)	\$5,000
ı					PERSONAL & ADV INJURY	\$1,000,000
ı					GENERAL AGGREGATE	\$6,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:  X POLICY PRO- LOC				PRODUCTS - COMP/OP AGG	\$6,000,000
A	AUTOMOBILE LIABILITY		FLP001231907	12/31/2012 12/31/3	013 CÓMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	ANY AUTO				BODILY INJURY ( Per person)	
	ALL OWNED SCHEDULED				BODILY INJURY (Per accident)	
	X HIRED AUTOS X NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident)	
A	X UMBRELLA LIAB OCCUR		FLP001231907	12/31/2012 12/31/3	013 EACH OCCURRENCE	\$4,000,000
				22, 32, 2322 22, 32,		2 2
1	EXCESS LIAB X CLAIMS-MADE	1 1			AGGREGATE	\$4,000,000
_	DED RETENTION					
В	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		WCCZ91447962012	12/31/2012 12/31/2	013 X WC STATU- OTH-	
1	ANY PROPRIETOR / PARTNER / EXECUTIVE N	N/A			E.L. EACH ACCIDENT	\$1,000,000
l	(Mandatory in NH)	W/A			E.L. DISEASE-EA EMPLOYEE	\$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below				E.L. DISEASE-POLICY LIMIT	\$1,000,000
A	Medical Mal		FLP001231907 Prof Liability/Medical Ma	12/31/2012 12/31/2	O13 Aggregate Per Medical Inciden	\$6,000,000
				the state of the s		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) Evidence of Insurance.

CERT	EIC	ATE	HAL	DED
CERT	FIL	AIE	HUL	DER

#### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Prish Services Northeast, Inc.

Onward Healthcare Inc. 64 Danbury Rd. Wilton CT 06897 USA