

6/1/2016

Mark Atkins, Senior Buyer  
2019 Washington Street, East  
Charleston, WV 25305

06/03/16 09:24:13  
WV Purchasing Division

RE: WEH1600000020

Dear Mr. Atkins

LocumTenens.com is pleased to submit a response to WEH1600000020,  
OB/GYN services.

LocumTenens.com has a long history of providing these positions; our past  
performance working with West Virginia operated facilities include:

- **United Hospital Center**  
327 Medical park Drive  
Attn: Laura Blake  
Bridgeport, WV 26330
- **West Virginia University**  
1322 Pineview Dr  
Attn: Rhonda Blizzard  
Attn: Cindy Chandler  
Morgantown, WV 26505
- **Stonewall Jackson Memorial Hospital**  
230 Hospital Plaza  
Attn: Avah Stalnaker  
Weston, WV 26452

**BID RECEIVED LATE**

**BUYER**

**WITNESS**

**DISQUALIFIED**

We appreciate this opportunity and hope to hear from you soon. Should you  
have any questions, please contact me at (678) 690-7386 or  
pbowling@locumtenens.com.

Sincerely,

Patrick Bowling  
LocumTenens.com



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

State of West Virginia  
 Request for Quotation  
 34 - Service - Prof

Proc Folder: 206811

Doc Description: Locum Tenens OB/GYN Services

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2016-04-29	2016-06-02 13:30:00	CRFQ 0506 WEH1600000020	1

**BID RECEIVING LOCATION**

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

**VENDOR**

Vendor Name, Address and Telephone Number:

LOCUMTENENS.COM  
 2655 Northwinds Parkway  
 Alpharetta, GA 30009

**FOR INFORMATION CONTACT THE BUYER**

Mark A Atkins  
 (304) 558-2307  
 mark.a.atkins@wv.gov

Signature X

FEIN # 582535465

DATE 6/1/16

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

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: VEH1600000020**

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.

Locum Tenens. com  
Company

  
Authorized Signature

6/1/16  
Date

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

**SOLICITATION NUMBER: CRFQ WEH1600000020**  
**Addendum Number: 1**

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The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

**Applicable Addendum Category:**

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

**Description of Modification to Solicitation:**

1. Issued to attach the Purchasing Affidavit and Vendor Preference Certificate.

No other changes made.

**Additional Documentation:** Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

**Terms and Conditions:**

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, 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.

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: Terrence O. Smith

Name of Agency: WVDHHR/BHHFF/Welch Community Hospital

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

Any and all personally identifiable information including but not limited to patient name, address, date of birth, Social Security Number, telephone number, and insurance information.

Any and all protected health information including but not limited to patient diagnosis, lab test, radiological exams, physical health exams, and/or treatment procedures.

State of West Virginia  
**VENDOR PREFERENCE CERTIFICATE**

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

1.  **Application is made for 2.5% vendor preference for the reason checked:**  
 Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,  
 Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,  
 Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
2.  **Application is made for 2.5% vendor preference for the reason checked:**  
 Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
3.  **Application is made for 2.5% vendor preference for the reason checked:**  
 Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
4.  **Application is made for 5% vendor preference for the reason checked:**  
 Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5.  **Application is made for 3.5% vendor preference who is a veteran for the reason checked:**  
 Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6.  **Application is made for 3.5% vendor preference who is a veteran for the reason checked:**  
 Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.
7.  **Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with *West Virginia Code* §5A-3-59 and *West Virginia Code of State Rules*.**  
 Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

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

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

Under penalty of law for false swearing (*West Virginia Code*, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: Loumtereds.com Signed: [Signature]  
Date: 6/1/16 Title: JP. GOVERNMENT OPERATIONS

STATE OF WEST VIRGINIA  
Purchasing Division  
**PURCHASING AFFIDAVIT**

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

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

**DEFINITIONS:**

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

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

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

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

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: \_\_\_\_\_

Authorized Signature: [Signature] Date: 5-31-16

State of GEORGIA

County of FULTON, to-wit:

Taken, subscribed, and sworn to before me this 1 day of June, 2016.

My Commission expires September 29, 2019.

AFFIX SEAL HERE



NOTARY PUBLIC [Signature]

## TECHNICAL INFORMATION

***Locumtenens.com***

Authorized Negotiators/Project Managers/Executive Committee

Terrence Smith, VP of Government Division

Email: [smith@locumtenens.com](mailto:smith@locumtenens.com)

Chris Jones, Managing Director Surgery Division

Email: [cjones@locumtenens.com](mailto:cjones@locumtenens.com)

Patrick Bowling, Account Executive

Email: [pbowling@locumtenens.com](mailto:pbowling@locumtenens.com)



## Experience

**LOCUMTENENS.COM** is a temporary placement firm and online job bulletin board focused on the healthcare industry. We serve both medical professionals looking for employment opportunities and healthcare organizations looking to solve employment shortages.

### **R. Chris Franklin** **President and Chief Operating Officer**

Mr. Jackson earned an M.B.A., with honors, from Emory University where he was one of a distinguished group of students selected for the institution's accelerated three-semester degree program. He holds a B.B.A from Harding University.

Before taking the helm of LocumTenens.com in July 2008, Mr. Jackson served as executive vice president of Jackson Healthcare. Until mid-2006 he also served as president of Patient Placement Systems, a healthcare technology company providing an automated solution for the referring and placing of patients that require care after leaving the hospital.

### **Lisa Kaeck**

**Chief Operating Officer:** An original partner of **LOCUMTENENS.COM**, Ms. Kaeck brings more than 15 years of sales and marketing experience to **LOCUMTENENS.COM**. Her expertise is in national account development, strategic planning and the management of the marketing team.

### **Terrence Smith**

**Vice President, Government Division:** Mr. Smith brings over 20 years of sales experience, 12 of those in the healthcare staffing industry. A graduate of North Carolina A&T State University in Greensboro, he began his career with LocumTenens.com as a top marketing sales executive for the psychiatry department where he was responsible for internal and external marketing of physician services. Mr. Smith authored the proposal to become an authorized Federal Supply Schedule Vendor (621-I #V797p-2182d) to provide medical services to the U.S. Government and its agencies. Mr. Smith currently heads up the government sales division for LocumTenens.com and Jackson Pharmacy Professionals, where he manages all aspects of marketing to government accounts and prospects. Additional tasks include executing P&L responsibility of the government sales division.

**Patrick Bowling**

**Account Executive, Surgery Division:** Patrick joined the **LocumTenens.com** in January 2014. He brings several years of experience and a wealth of knowledge from having served as in senior level management positions prior to LocumTenens and brings an industry knowledge that has shown throughout his tenure. Additionally, Patrick spent several years as a sales consultant specializing in high level relations and international account representation. Currently, he serves as the marketer for the surgery, working to staff both government and private facilities with general and specialist surgeons.

**Recruitment and Retention**

The management team implements human resource practices, which promote the recruitment, professional development, and retention of exceptional direct and indirect care staff. Management considers, implements, and evaluates effectiveness on an ongoing basis both short and long-term strategies, professional, and personal support services that are deemed most meaningful to our specific staffing populations.

Assigned to this task is a full-time recruitment and retention team, which is under the direct supervision and control of our recruitment managers. This department develops, implements, monitors, and evaluates the recruitment, development, retention of direct and indirect care staff, and reports directly to the executive committee (CEO, COO, CFO, and Department Chiefs).

To assist you in obtaining qualified Providers, **LOCUMTENENS.COM** will:

- Use our best efforts to provide Providers acceptable to you.
- Reimburse the Provider(s) for his/her fee(s).
- Pay for malpractice insurance coverage through our insurance carrier for any and all Provider(s) provided by us to you. This insurance is in excess of any other valid and collectible insurance maintained by Provider and you.
- Verify or obtain Provider licensure, as necessary.

In the Locum Tenens Industry physicians are always starting assignments and completing assignments. Even though we have thousands of physicians in our database, they are not waiting around for opportunities. It's more like they are, "working around" for opportunities. This is the very nature of the locum tenens industry. We must make the calls to determine their availability. It takes 1-2 weeks to identify quality candidates. Of course this can happen much faster but 1-2 weeks is the norm. **LOCUMTENENS.COM** prefers to secure doctors in assignments for no less than 2 full months per assignment. This gives **LOCUMTENENS.COM** the time to find replacement physicians should the assignment extend beyond a physician's commitment. After discussing

geographic preferences, practice preferences and availability, we will identify any current practice opportunities, which fit the physician's area of interest and expertise. Once interest in an opportunity is conveyed, and with permission, a curriculum vita is forwarded to the ordering facility along with physician dates of availability. The facility then reviews the information and if mutually interested, a conference call is arranged for the physician to discuss the opportunity. If that goes well, we can then move forward with credentialing and travel arrangements respectively.

LocumTenens.com recruiters are required to contact clients immediately upon receipt of a signed agreement or purchase order. Once the client verifies the need and practice description, recruiters begin the process of calling all Board Certified or Board Eligible physicians with one unrestricted US license, if the client is a VA or DOD MTF. LocumTenens.com is capable of providing physicians licensed in all 50 states. The pool of physicians for an assignment increases exponentially because an active license in only one state or commonwealth of the U.S. is required to work at government facilities.

All physicians are required to maintain their own continuing medical education credits. This is part of maintaining state licenses & certifications. Any additional training outside credentialing requirements is the sole responsibility of the contracting physician.

LocumTenens.com specializes in temporary placements however physicians do find assignments from time to time that they would be interested on a permanent basis. In doing business with the government we understand that government agencies rarely pay permanent placement fees for physician placement. In lieu of a permanent placement fee LocumTenens.com requests that the ordering facility negotiate a contract to perm position based upon provider's time as a contract provider. This usually requires 6-12 months as a contract provider depending upon original request of service.

**Philosophy:**

Effective recruitment, staff development, and retention practices leads directly to optimum service quality for our clients and maximum professional/personal enrichment for LocumTenens.com providers. These *Best Practices* have direct and significant implications for our clients with respect to quality of care and services provided them; for staff with respect to job effectiveness and job satisfaction; and for LocumTenens.com fiscal management with respect to operating costs associated with high staff turnover. Indeed, high turnover in the healthcare workforce has long been associated with poorer patient outcomes--as it places greater, often unrealistic and unmanageable, workload demands on remaining staff. Decreased worker effectiveness, increased levels of stress, and increased job dissatisfaction are all cited as negative outcomes of, and potential triggers for more staff turnover. Research literature in organizational behavior, management, sociology and human resources affirms that supervisory relationships, staffing levels, wage levels, benefit levels, and even the organizational culture of care could make working in two apparently similar facilities a very different experience. Well-managed organizations which

respect and develop caregivers, utilize thoughtful work structures, implements positive and flexible human resource policies that build upon intrinsic motivation, and maintains adequate staffing levels can do much to ameliorate staffing and quality care issues.

**Current Operational Models.**

Many initiatives are currently underway at the firm to study and evaluate practices to enhance staff retention and quality care. Human resource practices currently implemented include, but are not limited to:

- Wage and benefit incentives
- Reasonable work load assignments
- Scheduling flexibility
- Professional development training
- Career advancement
- Educational Assistance Programs

In our nearly 30 years of combined healthcare management experience, has identified five main areas in which organizations have the opportunity to stand out as distinguishing facilities whom demonstrate low healthcare professional staff turnover:

- (1) High quality leadership and management, offering recognition, meaning, and feedback as well as the opportunity to see one's work as valued and valuable; Managers who built on the intrinsic motivation of workers in this field.
- (2) An organizational culture, communicated by managers, supervisors, and healthcare professionals themselves, of valuing and respecting all caregivers, stakeholders, and clients.
- (3) Basic positive or 'high performance' Human Resource policies, including wages and benefits but also in the areas of 'soft' skills and flexibility, training, and career ladders, scheduling, realistic job previews.
- (4) Thoughtful and effective, motivational work organization and care practices.
- (5) Adequate staffing ratios and support for high quality care.

Our demonstrated ability to be sensitive to identifying, documenting, and exploring causative relationships to these issues has greatly aided our efforts in setting forth sound practices solely aimed at recruiting and retaining industry leaders. LocumTenens.com ability to provide both the quality and quantity of staff required by our clients is clearly demonstrated.

LocumTenens.com these complex issues regarding the recruitment of qualified candidates; and the development, and retention of exceptional healthcare professionals has been best addressed by combining all of our industry resources and talents to create public/private collaborations with professional trade organizations and publications, learning centers, magnet facilities, and government agencies that promote the creation, testing, implementation, and evaluation of new recruitment and retention initiatives.

### **Scheduling**

LocumTenens.com is available to you 24 hours a day, 365 days a year by phone, fax, email, or online to provide you with temporary staffing services. Since we never use an answering service, you will always talk to someone who is sensitive to your unique needs. Our 24 hour scheduling centers are staffed ONLY with experienced staffing and healthcare professionals. This cost-saving approach to service management affords to both our staff and clients 24 hour in-house staffing and clinical support. LocumTenens.com has at it's disposal a web-based staffing/scheduling platform has proven to preserve mission critical activities, cuts costs on day one, controls costs over time, aids in recruitment and retention, credentialing, reduces dependency upon "agency" and "travel" staffing services, improves morale, improves overall service quality, and greatly improves systems efficiencies. This system allows for access to the resource pool, internal and external networks, integration into client systems and up to date staff schedules, client needs and provider credentials to ensure quick response times, meet appropriate assignment as requirements and avoidance of disruption of services. Our clients can have peace of mind knowing that this information is fully encrypted using industry leading security and data redundancy measures.

### **Credentialing & Screening Policies & Procedures**

LocumTenens.com is proud of its diverse representation within our provider family of many cultures, religions, genders, ages, and colors. LocumTenens.com affirms and firmly adheres to our policies of fairness and equal opportunity in all aspects of our hiring practices. LocumTenens.com approach to hiring is in keeping the highest standards of excellence and reflective of strict compliance with all State, Federal, and Local mandates governing fair employment

These relationships provide access to licensure certification, screening exams, minimum standards of practice, and continuing education requirements, which provides proven guidelines for best practices in maximizing hiring decisions. LocumTenens.com candidate hiring practices and provider credentialing processes meet or exceed all mandated standards, are in strict compliance with all national and/or state laws, rules, and regulations and in keeping with the highest standards of professional excellence.

All providers must meet the minimum standards of criminal background and certification specific (varies with license, education, training, experience, and competence) screening.

Most accrediting or licensing authorities require LocumTenens.com to submit before the "Board" the name and license number of all candidates prior to hire. Typically, most states offer a facsimile, telephonic, or online process to

accomplish this requirement. A current copy and written verification of licensure and/or certification must be maintained in all required personnel files at all times. Furthermore, without exception, the original document must be in the possession of our providers while on duty. Failure to provide immediate proof of licensure and/or certification is grounds for immediate dismissal, termination, and an acceptable reason to initiate a complaint of non-compliance with the licensing authority.

Credentialing is a process for validating the background and assessing the qualifications of health care professionals to provide health care services in an institution, managed care organization (MCO), or provider network. The process is an objective evaluation of a person's current licensure, training or experience, competence, and ability to perform the services or procedures requested. Credentialing occurs during both initial appointment and reappointment. The process may include granting and review of specific clinical privileges. Privileges are authorizations granted by the governing body of an institution to provide specific health care services. Granting of privileges is based on a person's license, education, training, experience, and competence. As a healthcare employer, LocumTenens.com maintains the highest standards of excellence and is in strict compliance with all established laws, rules, and regulations governing healthcare staffing "Agencies" and hiring practices as specifically stated in the respective Practice Act(s) in those states, districts, or provinces in which services are provided. LocumTenens.com executes due diligence in employing all required and available licensure & training verifications to ensure our ability to employ and offer to LocumTenens.com has closely established regulatory relationships which include, but are not limited to: Departments of Mental Health & Hygiene, The National Practitioner Databank (NPDB, HIPDB), The Drug Enforcement Agency, State Medical Societies, et. Al.

"Credentialing," as previously stated, varies in intensity with licensure and liability risk. Certainly LocumTenens.com executes full due diligence with every hiring decision. Following hire, LocumTenens.com in-house Compliance Department monitors all credentials and meticulously reviews all performance evaluations to ensure JCAHO standards are being met and full client satisfaction is being achieved. Each clinical provider must have a confidential credentials file which contains credentials information as well as quality assurance information. These files are re-verified at least annually and typically coincide with the date of state license expiration. Documents within these files are current at all times as required. The provider must agree to report immediately any change in status of the information maintained in the credentials files. In the event that a health plan has delegated any functions to LocumTenens.com these must be defined in writing by the health plan. The documentation must include the scope of the delegation, including any limitations. An applicant shall reserve the right to review information submitted in support of his or her initial credentialing and re-credentialing application, and shall have the right to correct erroneous information.

The **minimum** credentials we need use to license and/or credential a physician are:

1. Copies of your Medical School Diploma, Internship, Residency, Fellowship/s and Board Certification, if applicable.
  2. Copies of your driver's license or passport (photo page), if physicians have one, state license wallet cards with the expiration date, DEA, SSN, date of birth, place of birth.
  3. Letters of reference which are current within the last 2 years.
- There is also a brief application that must be filled out for us.

Once the completed application and supporting documents are received, they are forwarded to our Credentialing Coordinator. After review and the application have been completed, Locumtenens.com begins the credentialing process to verify the information presented by the provider using a combination of NCQA and JCAHO standards. As part of this credentialing process, **LOCUMTENENS.COM** checks each applying physician against the databases of both the American Medical Association and Federation of State Medical Boards. CRNA certification is verified with the American Association of Nurse Anesthetists.

A minimum of three (3) professional references are obtained on each applying provider before we present them to a client. Any malpractice incidents are required to be explained in detail. When all verifications have been received, the completed file goes to the Medical Director of **LOCUMTENENS.COM** for final review. When this has been received, the provider is considered credentialed into **LOCUMTENENS.COM** pool of available providers.

**Credentialing Procedures – from credentialing pack request through booking start date:**

1. Credentialing packs requested by Recruiters through e-mail request to the Receptionist who sends them out the same day as the request in most instances.
2. When rec'd back by recruiter, given to Credentialing Coordinator
3. Coordinator is to review what has been sent in for completeness. This should be done within 3 business days of receipt.
4. If not complete, and physician is not noted as currently booked, request for missing info is done by mail.
5. Anything that can be requested with what was sent in will be requested, and the AMA and Fed will be done.
6. If not complete, and physician is noted as currently booked, request for missing info is done by fax or phone.
7. Anything that can be requested with what was sent in will be requested, and the AMA and Fed will be done.

8. A credentialing file will be made up for the physician and the computer will be updated with date credentialing pack rec'd; date AMA and Fed requested and names of references and dates sent out.
9. We use a combination of JCAHO and NCQA standards in our credentialing process, i.e., if the physician is board certified, we do not independently verify his education and training but rather take the AMA master file as primary source verification. If the physician is not board certified, however, we then independently verify medical school, internship and residency programs as applicable.
10. When the verifications have been received back, they will be added to the physician's file and the computer will be updated.
11. When the file is complete, it will come to the Vice President of Administration for review.
12. If he signs off, this date will be entered into the computer, and the file will be put in the completed file cabinets.
13. If he requests more information, it will be requested for him, and the file will be resubmitted for his review. When he signs off on it, the date will be entered into the computer, and the file will be put into the completed file cabinets.
14. When a booking has been made, a copy of the booking sheet will be given to the Credentialing Coordinator and Vice President of Administration.
15. The VP will pull the file and notify both the Credentialing Coordinator and the recruiter if: we don't have anything but a curriculum vitae on file; the computer has no record that a credentialing packet has been sent; we are missing documents or something in the file is not complete; or the physician's DEA or license in the state in which we plan to have him/her work is either expired or will expire during the term of the assignment, or if we have no record of the physician ever having a DEA or a license in the state in which booked.
16. If the physician has been booked, the recruiter will either e-mail the Credentialing Coordinator with the client credentialing information (name of contact, phone number, etc) for her to request the client application or will request the client application for the physician himself/herself.
17. When this application has been received, it will be given to the Credentialing Coordinator for completion (as much as possible) after which it will be sent to the physician for signature and final review and completion.
18. The Credentialing Coordinator will submit copies of whatever documentation we have that will be needed by the facility. This is usually done by fax.
19. The Credentialing Coordinator will follow up with the physician to make certain he/she gets everything we need for both our application and the client application in to us and to them, letting the recruiter know ASAP when the physician is not complying with her requests.
20. All physician documents are housed in an Electronic Document System (EDS) that allows for mapping of hospital applications, currently this system stores roughly 600 hospital applications nationwide. This reduces the time to credential substantially



Credential files must be treated as confidential. These files are protected from discovery by governing Evidence Codes. Documents in these files may not be reproduced or distributed, except for confidential peer review and credentialing purposes. Contracted clients have full appropriate on-site access to credential files. All members of the Credentials Committee will treat Committee information as confidential and shall be required to complete a confidentiality statement. A practitioner, upon written request, shall have the right to review the information submitted in support of his or her credentialing application.

### **Personnel Substitution/Replacement**

LocumTenens.com agrees to initiate performance of this contract using only the healthcare worker(s) whose professional qualifications have been determined technically acceptable by the Government as part of the source selection process.

During contract performance, no personnel substitutions shall be made by LocumTenens.com without the express consent of the Contracting Officer or in accordance with a procedure specified by the Contracting Officer. LocumTenens.com maintains that no personnel substitutions shall be made during the first 60 days of contract performance, unless they are necessitated by a health care worker's unexpected illness, injury, death or termination of employment. Should one of these events occur, LocumTenens.com shall provide a detailed explanation of the circumstances necessitating the proposed replacement of personnel to the Contracting Officer. LocumTenens.com will provide a substitute healthcare worker that possesses professional qualifications that are equal to or higher than the qualifications required by this contract.

If performance or personality problems occur which require intervention and resolution, the following procedures and timeline will apply.

- All issues must be brought to the attention of LocumTenens.com within 48 hours of the actual event. The individual responsible for handling the issue on the customer's behalf (Customer Contact) will be identified at this time. The goal is to streamline communication and achieve resolution as rapidly as possible.
- Documentation concerning the issue/complaint shall be submitted to the firm at the time of the initial complaint. LocumTenens.com will not speak with a provider until appropriate documentation is received.
- LocumTenens.com and the Client Contact will determine if any additional action is required at this time. If, after review of all the facts

it is determined that action is warranted, the provider will be issued a verbal warning, and documentation will be placed in their provider file.

- A second infraction of a same or similar issue will follow along the same steps as outlined above. If discipline is warranted, the provider will receive a written warning. A copy will be placed in their provider file. It is possible for the disciplinary process to jump directly to the written warning stage, should LocumTenens.com and the Customer Contact both agree as to the serious nature of the infraction.
- The final step in the disciplinary process is suspension without pay. The length of the suspension is determined by the LocumTenens.com. The provider shall receive written notification of all steps in the disciplinary process, and be given a fair and reasonable opportunity to respond and refute all charges.
- If there is no change in behavior or circumstance, after progression through the steps in the disciplinary process, the provider will be terminated. All steps require documentation.
- Any step in the disciplinary process may be skipped, if the infraction is considered of a serious nature. Firm terms and conditions for immediate discharge of an provider are outlined in the LocumTenens.com Provider Handbook. Should an unfortunate issue occur with LocumTenens.com provider which falls within the termination guidelines, LocumTenens.com will immediately terminate the provider.
- If you are not reasonably satisfied with the clinical performance or professional conduct of any Provider(s) we place with you, you may request that the Provider(s) be removed from the assignment immediately or you may decide to keep the Provider until a new replacement arrives.
- Replacements are pooled from Hawaii credentialed docs first, then Board Certified & Eligible candidates. LocumTenens.com will always act with an effort of good faith in substituting physicians. This is a win situation for both parties. LocumTenens.com prefers to staff physicians in 6-12 month minimum intervals. This gives the clients continuity of care and LocumTenens.com the time to re-staff the position with a quality new physician if the previous physician cannot stay through the duration of the order. The ordering facility will know a physician's commitment before an order is executed. If an order requires 6 months of coverage and the ordering facility accepts a physician that can only provide 2 months; the search for the remaining months of coverage will begin the same day that physician is accepted
- LocumTenens.com expends significant time and effort locating Providers, arranging for coverage, arranging for transportation, and otherwise arranging to meet your staffing needs. The Provider we place must arrange his/her schedule as far in advance as possible, which may involve foregoing other opportunities. As a result, once a Provider has been scheduled (whether or not actually placed in your facility) we need (30) days notice in writing of any cancellation, commencing on our receipt, of the cancellation.

**Inclement Weather/Disaster Relief Plan/Policy**

We live in times of great uncertainty. In planning for the potential for man made or weather related disasters or emergencies, it is important that all staff be reminded of their professional responsibility for the preservation of patient care. In consideration of that responsibility, LocumTenens.com Inclement Weather/Disaster Policy is as follows:

**Statement:** In view of the fact that the clinical staffing services provided by LocumTenens.com are required seven days a week on a twenty four hour basis, providers designated as "Emergency Providers" are essential to the preservation of those patient care services and functions which our clients must provide. Our clients as hospitals, nursing homes, and dialysis centers etc. maintain their patient care responsibilities regardless of inclement weather, massive power failures, or natural did natural & man made disasters etc. and DO NOT CLOSE. LocumTenens.com therefore, DOES NOT CLOSE. All "Emergency Providers" (those who provide patient care services) must report to work.

**Philosophy:** As public servants, health care professionals must adhere to the highest levels of professionalism, responsibility, and accountability. The demands of our clients must take priority over issues pertaining to inclement weather, massive power failures, transportation, or natural disasters etc. It is the individual responsibility of all patient care staff to ensure an adequate work force essential for safe patient care services despite weather challenges or other natural or man made obstacles. All staff that provides patient care services are considered "Emergency Providers" and must report to work. On-site staff must remain on duty until new staff arrives and they are properly relieved. Unassigned staff is expected to contact LocumTenens.com Control Center to report on availability.

**Procedures:**

- Emergency Providers are obligated to report or remain at work regardless of weather conditions or other emergencies.
- All Emergency Providers are expected to arrive as scheduled and on time. Absences must be approved in advance by an authorized Offeror representative.
- Should Emergency Providers require 4 wheel drive or other appropriate transportation during a weather or disaster event they are required to contact LocumTenens.com not later than 4 hours prior to the start of their assignment.
- Emergency Providers may be required to remain on duty at times other than originally assigned throughout the period of crisis.
- Should Emergency Providers be required to remain at their place of assignment for periods longer than that which was originally assigned,

LocumTenens.com will act, in collaboration with the client facility (s), and state/ local authorities as Control Center.

- All calls relating to pay, transportation, meals, lodging, or relief must be placed directly to the LocumTenens.com Control Center.
- Emergency Providers are required to remain on duty until properly relieved. Dismissal from duty is at the sole discretion of the relieving client (s) authority and the LocumTenens.com Control Center. During these times, providers are required to contact LocumTenens.com Control Center upon arrival to and departure from their respective place (s) of assignment.
- Any absence from duty during this period of time is subject to approval or disapproval by an authorized representative of LocumTenens.com. Issues related to violation of this policy shall be reviewed on a case by case basis by the Staffing Manager or Chief Operating Officer.

#### **Conditions for Immediate Discharge**

Certain rules and regulations are of such major importance that their violation usually will lead to the offender's immediate discharge or to other severe disciplinary action. Examples of such infractions are set forth below. These examples are not all inclusive, and providers are subject to immediate discharge or other severe disciplinary action for other instances of misconduct which LocumTenens.com considers to be major:

1. Misrepresentation by a provider on his/her job application.
2. Unreasonable refusal to obey an order from supervisory personnel.
3. Drinking, use of, purchase of, or possession of alcoholic beverages, narcotics or other controlled drugs while on Company property or on Company time, or reporting for work under the influence of alcohol or drugs.
4. Possession of guns or dangerous weapons while on Company property or Company time.
5. Sabotaging, defacing, damaging or destroying Company property or the property of others while on Company property or on Company time.
6. Theft or dishonesty of any kind, including falsification of sign-in or time- sheets.
7. Completing the sign-in sheet for another provider.
8. Provoking or being the aggressor in a fight on Company property or while on Company time, or unprovoked use of abusive or threatening language.
9. Failure to immediately report any accident involving company property or personnel.
10. Lateness, no shows, or any type of unexcused absence.
11. Creating ill will for the Company with its customers.
12. If the company is notified of an provider's action while on the job that is unsatisfactory to the customer, it will be treated as insubordination and be dealt with as a major offense.
13. Refusal to perform a work assignment or neglect of duty.

**Contractor personnel (service providers) who furnish services for a non-personal services order under this contract shall not be considered providers of the Government for any purposes. Contractor's employment relationship and resulting obligations to its personnel shall be determined by applicable federal, state, and local laws and regulations (including, but not limited to, tax and labor laws and regulations) and compliance with such laws and regulations shall be the sole responsibility of the contractor.**

**Additionally, our providers understand the significance of JCAHO standards and will adhere to all policies and procedures set forth for each facility in which they provide coverage. All providers will maintain current licenses and certifications. Our credentialing staff will make contact with providers prior to expiration dates to ensure renewals are obtained.**

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CRFQ 0506 WEH160000020  
Locum Tenens OB/GYN Services

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**SPECIFICATIONS**

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Department of Health and Human Resources/Bureau for Behavior Health Facilities/Welch Community Hospital to establish an open-end service contract for Locum Tenens Obstetrics (OB)/Gynecology (GYN) Physician(s) to provide Locum Tenens OB/GYN Physician(s) Services providing coverage for clinic work, births, and on-call coverage for Welch Community Hospital.

NOTE: This request is covered in part or in whole by federal funds. All bidders will be required to acknowledge and adhere to Attachment 1-Provisions Required for Federally Funded Procurements. Delivery Orders issued from contract awarded as a result of this solicitation may be funded in whole or in part with Federal Funds and thus this solicitation and its resulting awarded contract are subject to the requirements of Attachment\_1: Provisions required for federally Funded Procurements.

- 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 term and conditions.

**2.1 "CONTRACT SERVICES"** means Locum Tenens Obstetrics (OB)/Gynecology (GYN) Physician(s) Services providing coverage for clinic work, births, and on-call coverage for Welch Community Hospital as more fully described in these specifications.

- 2.1.1 Daily rate (OB/GYN) clinic coverage (per eight hour day).
- 2.1.2 Overtime rate (after normal clinic coverage).
- 2.1.3 Evening on call rate (4:00 pm to 8:00 am per beeper for on call).
- 2.1.4 Weekend on call rate (4:00 pm Friday to 8:00 am Monday per beeper call).
- 2.1.5 Weekend hourly rate (if called to the facility for per hours worked).
- 2.1.6 Holiday rate on call (per beeper for on call). The major holidays are defined as: New Year's Day, Memorial Day, July 4<sup>th</sup>, Labor Day, Thanksgiving Day, the Friday after Thanksgiving and Christmas Day.
- 2.1.7 Holiday rate (per eight-hour day).
- 2.1.8 Holiday rate on call (if required to be at clinic).
- 2.1.9 Permanent placement of a physician with facility.

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**2.2 “Pricing Page”** means the pages, contained WVOASIS or attached hereto as Exhibit A, upon which Vendor should list its proposed price for the Contract Services.

**2.3 “Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

**3. QUALIFICATIONS:** Vendor, or Vendor’s staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:

**3.1. MANDATORY QUALIFICATIONS**

**3.1.1.** Physician License for the state of West Virginia must be provided prior to award. All physician(s) are required to have a medical license to practice in the State of West Virginia, with certification in the area of OB/GYN.

**3.1.2.** Basic Life Support (BLS) 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 Duties and Responsibilities** Vendor shall provide Locum Tenens OB/GYN Physician(s) coverage for clinic work, births and on-call coverage.

**4.1.1.1** Physician will provide coverage for the OB/GYN clinic where operating hours are Monday through Friday 8:00 am till 4:00 pm EST, 52 weeks per year.

**4.1.1.2** Physician will provide on-call services during all hours of non-clinic times. This includes: Monday through Thursday 4:00 pm till 8:00 am EST and on weekends from 4:00 pm on Friday evening until 8:00 am EST Monday morning. Coverage for the major holidays will begin at the end of business day on the eve of the holiday 4:00 pm and will end on the following regular business day at 8:00 am EST.

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**4.1.1.3** Physician must arrive and be ready to work at the designated/scheduled time. The vendor shall not charge the agency for hours scheduled but not worked by the physician. Time sheets shall be provided to the hospital and shall reflect the actual hours worked by the physician.

**4.1.1.4** Physician must be within thirty minutes of the facility at all times in order to be able to respond to any emergencies that may arise. The physician(s) shall not be housed at the facility during their stay unless foul weather conditions exist.

**4.1.1.5** The physician must apply and become credentialed by the hospital's Medical Staff and Governing Body and as such, agree to follow and obey the By-laws and rules and regulations of the Medical Staff. This must be done prior to starting work at the facility.

**By-laws and rules and regulations of the Medical Staff states,** "The on-call physician will be available at all times while on call and capable of responding by telephone within fifteen minutes and in person within thirty minutes. When the Emergency Department (ED) physician requests that the on-call physician examine the patient, the on-call physician must physically come to the hospital within 30 minutes of that request."

**4.1.1.6** Physician must make rounds among OB/GYN in patients and provide services as needed, 24 hours per day, 7 days per week including all holidays.

**4.1.1.7** Physician shall be responsible for the supervision of OB clinic Registered Nurses (RN) and Licensed Practical Nurses (LPN) only.

**4.1.1.8** Vendor shall monitor, assure and document the competency of the staff assigned to provide the aforementioned services to Welch Community Hospital and will provide documentation of such when requested. Certifications such as Basic Life Support (BLS), Advanced Cardiac Life Support (ACLS), Pediatric Advanced Life Support (PALS), Neonatal Advanced Life Support (NALS), and Board Certification as obtained by the physicians will be accepted as their competency assessment.



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- 4.1.1.9** Welch Community Hospital uses an Electronic Medical Record (EMR) provided by Medsphere. All physicians supplied by the vendor must be capable and willing to function within this environment. The vendor shall assure the physician is available for a four (4) hour training period prior to their beginning work or coverage at the facility. Physician(s) that have had this training (given by this facility) are not required to repeat it.
- 4.1.1.10** Physician(s) will be required to submit patient dictations to include but not necessarily limited to: history, physical, delivery, inpatient and surgeries.
- 4.1.1.11** Physician will be responsible for patient admitting.
- 4.1.1.12** The vendor must be able and willing to provide coverage for extended or limited time periods. No minimum or maximum number of days of coverage will be allowed.
- 4.1.1.13** All costs related to providing service to the facility (travel, air fare, room rental, rental equipment, [cars, beepers, phones] or other fees) must be factored into the fee for service.
- 4.1.1.14** Physician(s) must carry a vendor supplied AT&T or other cell phone and/or beeper/pager that provides coverage in the Welch area and the vendor shall provide the phone numbers for each to the hospital. Vendor must verify with the cell phone carrier that they do have full service coverage in the Welch area and for what total area they are covered in conjunction with the location of Welch Community Hospital. Since the physician(s) shall not be housed at the facility during their stay unless foul weather conditions exist, vendor must take into consideration that the cell phone and/or beeper/pager must have a carrier that will have full service coverage for the area they are located to the facility. All cost related to this provision must be factored into the fee for service.
- 4.1.1.15** The vendor, as an independent contractor, is solely liable for the acts and omissions of its employees and agents.

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**4.1.1.16** The vendor must provide a copy of the physician's medical malpractice insurance for the minimum amount of \$1,000,000.00 (one million dollars) prior to contract award.

Certificate Holder on will be:

Welch Community Hospital  
454 McDowell Street  
Welch, WV 24801.

**4.2. OB Procedures Qualifications**

**4.2.1.** Physician must have the following OB procedures qualifications:

**4.2.1.1.** Complicated pregnancy/delivery

**4.2.1.2.** High risk pregnancy/delivery

**4.3. Agency Responsibilities**

**4.3.1.** Agency will contact vendor at least one week prior to coverage period needed.

**4.3.2.** Agency will NOT provide the vendor or the physician with phones or beepers.

**4.3.3.** Agency will provide an adequate orientation for each physician. Orientation will include but not be limited to, providing basic information regarding universal precautions. Hospital will comply with Occupational Safety and Health Administration (OSHA) Blood-Borne Exposure Control Regulations and provide site and task specific training regarding safety regulations required by OSHA. Hospital certifies that it has developed and follows an exposure plan in conformance with those regulations. Hospital will provide post-exposure evaluation and make a confidential medical evaluation of the exposure incident. Hospital agrees to provide copies of all records of post-exposure care to vendor.

**4.3.4.** Agency will provide new physicians with limited (approximately four hours) instructions on the EMR prior to their first shift.

**4.3.5.** Agency will provide work schedule for physician(s).

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**5. CONTRACT AWARD:**

**5.1** This is an open contract that will allow the bid to be awarded to multiple vendors. The vendor chosen for use by the agency on any given day or time period will be from this group of winning bidders. All winning bidders shall meet the mandatory requirements as stated within this Request for Quote. How the agency chooses a specific vendor for a specific time shall be based upon: first, the agency's cost of overall services, and second, the vendor's ability to supply the physician(s) on the agency's schedule.

**5.2 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 overall total cost as shown on the Pricing Pages.

**5.3 Pricing Page:** Vendor should complete the Pricing Page by entering pricing for requested item. 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 Pages through WVOASIS, if available, or as an electronic document. In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address:

- 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 pricing as indicated within bid proposal 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.

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**9. 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.

**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.

**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.** 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.

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**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:** \_\_\_\_\_  
**Telephone Number:** \_\_\_\_\_  
**Fax Number:** \_\_\_\_\_  
**Email Address:** \_\_\_\_\_

# Pricing

6/1/2016

Mark Atkins, Senior Buyer  
2019 Washington Street, East  
Charleston, WV 25305

RE: WEH1600000020

Dear Mr. Atkins

LocumTenens.com is pleased to submit a response to WEH1600000020,  
OB/GYN services.

LocumTenens.com has a long history of providing these positions; our past  
performance working with West Virginia operated facilities include:

We appreciate this opportunity and hope to hear from you soon. Should you  
have any questions, please contact me at (678) 690-7386 or  
pbowling@locumtenens.com.

Sincerely,

Patrick Bowling  
**LocumTenens.com**

**EXHIBIT A: Pricing Page CRFQ 0506 WEH1600000020**

**Note:** Any anticipated travel must be incorporated into the vendor's fee. No travel will be reimbursed by the State and is the sole responsibility of the vendor. Physician housing should be included in the vendor's fee. If the vendor has additional charges they wish to be reimbursed for, the vendor must include the charges in the vendor's fee or they will not be allowed. There will be no minimum number of weeks per assignment.

Quantity	Description	Unit Cost	Total Extended Cost
2.1.1. 32 days	Daily Rate (OB/GYN Clinic Coverage) (Daily rate per eight-hour day)	\$ <u>1795</u>	\$ <u>57440</u>
2.1.2 100 hours	Overtime Rate (Hourly rate after Normal Clinic Coverage)	\$ <u>295</u>	\$ <u>29500</u>
2.1.3 100 ea.	Evening On-Call Rate (5:00 pm to 8:00 am) (Per beeper on call)	\$ <u>295</u>	\$ <u>29500</u>
2.1.4 22 ea.	Weekend On-Call Rate (5:00 pm Friday To 8:00 am Monday (Per beeper on call)	\$ <u>1345</u>	\$ <u>29590</u>
2.1.5 120 hours	Weekend Hour Rate (if called to facility) (Hourly rate per hours worked)	\$ <u>295</u>	\$ <u>35400</u>
2.1.6 6 ea.	Holiday Rate On-Call (Per beeper on call)	\$ <u>2092</u>	\$ <u>12552</u>
2.1.7 6 days	Holiday Rate (Daily rate per eight-hour day)	\$ <u>2542</u>	\$ <u>15252</u>
2.1.8 40 hours	Holiday Rate On-Call (Hourly rate if required to be at clinic)	\$ <u>415</u>	\$ <u>16600</u>
Grand Total			\$ <u>225434</u>

2.1.9 Permanent Placement Fee: \$ 35000, one-time fee per each (if any) permanently placed physician by vendor. This fee will not be considered in the evaluation and award of this contract.

This shall be a progressive award and will be made according to each qualifying vendor's bid response and lowest costs. Low bid will be designated as "A"; next lowest bid will be "B", and so on. Agency will contact vendor "A" first to provide their needs, if vendor "A" cannot provide services, agency will go to vendor "B" and so on.

Vendor Name and Purchase Order Address

Vendor Name and Remit-To Address

Telephone

Fax

E-mail

Vendor Authorized Representative (Printed)

Vendor Authorized Representative (Signature)

Date

**ADDITIONAL INFORMATION:**

The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Department of Health and Human Resources, Bureau for Behavior Health Facilities, Welch Community Hospital to establish an open-end service contract for Locum Tenens Obstetrics (OB)/Gynecology (GYN) Physician(s) to provide Locum Tenens OB/GYN Physician(s) Services providing coverage for clinic work, births, and on-call coverage for Welch Community Hospital, per attached documents.

NOTE: This request is covered in part or in whole by federal funds. All bidders will be required to acknowledge and adhere to Attachment 1-Provisions Required for Federally Funded Procurements. Delivery Orders issued from contract awarded as a result of this solicitation may be funded in whole or in part with Federal Funds and thus this solicitation and its resulting awarded contract are subject to the requirements of Attachment\_1: Provisions required for federally Funded Procurements.

INVOICE TO		SHIP TO	
PROCUREMENT OFFICER - 304-436-8708 HEALTH AND HUMAN RESOURCES WELCH COMMUNITY HOSPITAL 454 MCDOWELL ST WELCH WV24801 US		PROCUREMENT OFFICER - 304-436-8708 HEALTH AND HUMAN RESOURCES WELCH COMMUNITY HOSPITAL 454 MCDOWELL ST WELCH WV 24801 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Daily rate (OB/GYN) clinic coverage per eight (8) hour day	32.00000	DAY	\$1,795	\$57,440

Comm Code	Manufacturer	Specification	Model #
85101604			

**Extended Description :**

2.1.1 Daily rate (OB/GYN clinic coverage)(per eight (8) hour day)

INVOICE TO		SHIP TO	
PROCUREMENT OFFICER - 304-436-8708 HEALTH AND HUMAN RESOURCES WELCH COMMUNITY HOSPITAL 454 MCDOWELL ST WELCH WV24801 US		PROCUREMENT OFFICER - 304-436-8708 HEALTH AND HUMAN RESOURCES WELCH COMMUNITY HOSPITAL 454 MCDOWELL ST WELCH WV 24801 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Overtime rate (after normal clinic coverage)	100.00000	HOUR	\$295	\$2950

Comm Code	Manufacturer	Specification	Model #
85101604			

**Extended Description :**

2.1.2 Overtime rate (after normal clinic coverage)



INVOICE TO		SHIP TO	
PROCUREMENT OFFICER - 304-436-8708 HEALTH AND HUMAN RESOURCES WELCH COMMUNITY HOSPITAL 454 MCDOWELL ST  WELCH WV24801  US		PROCUREMENT OFFICER - 304-436-8708 HEALTH AND HUMAN RESOURCES WELCH COMMUNITY HOSPITAL 454 MCDOWELL ST  WELCH WV 24801  US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Evening on call rate (5:00pm-8:00am per beeper for on call)	100.00000	EA	\$295	\$29500

Comm Code	Manufacturer	Specification	Model #
85101604			

**Extended Description :**  
 2.1.3 Evening on call rate (5:00 pm - 8:00 am) (per beeper for on call)

INVOICE TO		SHIP TO	
PROCUREMENT OFFICER - 304-436-8708 HEALTH AND HUMAN RESOURCES WELCH COMMUNITY HOSPITAL 454 MCDOWELL ST  WELCH WV24801  US		PROCUREMENT OFFICER - 304-436-8708 HEALTH AND HUMAN RESOURCES WELCH COMMUNITY HOSPITAL 454 MCDOWELL ST  WELCH WV 24801  US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Weekend on call rate (5pm Friday to 8am Monday per beeper ca	22.00000	EA	\$1345	\$29590

Comm Code	Manufacturer	Specification	Model #
85101604			

**Extended Description :**  
 2.1.4 Weekend On Call Rate (5:00 pm Friday to 8:00 am Monday) (per beeper on call)

INVOICE TO		SHIP TO	
PROCUREMENT OFFICER - 304-436-8708 HEALTH AND HUMAN RESOURCES WELCH COMMUNITY HOSPITAL 454 MCDOWELL ST  WELCH WV24801  US		PROCUREMENT OFFICER - 304-436-8708 HEALTH AND HUMAN RESOURCES WELCH COMMUNITY HOSPITAL 454 MCDOWELL ST  WELCH WV 24801  US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Weekend hour rate if called to facility for per hours worked	120.00000	HOUR	\$295	\$35400

Comm Code	Manufacturer	Specification	Model #
85101604			

**Extended Description :**

2.1.5 Weekend hour rate (if called to the facility) (per hours worked)

INVOICE TO		SHIP TO	
PROCUREMENT OFFICER - 304-436-8708 HEALTH AND HUMAN RESOURCES WELCH COMMUNITY HOSPITAL 454 MCDOWELL ST  WELCH WV24801  US		PROCUREMENT OFFICER - 304-436-8708 HEALTH AND HUMAN RESOURCES WELCH COMMUNITY HOSPITAL 454 MCDOWELL ST  WELCH WV 24801  US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Holiday rate on call (per beeper for on call)	6.00000	EA	\$2092	\$12552

Comm Code	Manufacturer	Specification	Model #
85101604			

**Extended Description :**

2.1.6 Holiday rate on call (per beeper on call)

INVOICE TO		SHIP TO	
PROCUREMENT OFFICER - 304-436-8708 HEALTH AND HUMAN RESOURCES WELCH COMMUNITY HOSPITAL 454 MCDOWELL ST  WELCH WV24801  US		PROCUREMENT OFFICER - 304-436-8708 HEALTH AND HUMAN RESOURCES WELCH COMMUNITY HOSPITAL 454 MCDOWELL ST  WELCH WV 24801  US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	Holiday rate (per eight hour day)	6.00000	DAY	\$2542	\$15252

Comm Code	Manufacturer	Specification	Model #
85101604			

**Extended Description :**

2.1.7 Holiday rate (per eight our day)

INVOICE TO		SHIP TO	
PROCUREMENT OFFICER - 304-436-8708 HEALTH AND HUMAN RESOURCES WELCH COMMUNITY HOSPITAL 454 MCDOWELL ST WELCH WV24801 US		PROCUREMENT OFFICER - 304-436-8708 HEALTH AND HUMAN RESOURCES WELCH COMMUNITY HOSPITAL 454 MCDOWELL ST WELCH WV 24801 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	Holiday Rate On Call (if required to be at clinic)	40.00000	HOUR	\$415	\$16600

Comm Code	Manufacturer	Specification	Model #
85101604			

**Extended Description :**  
2.1.8 Hourly holiday rate on call (if required to be at clinic)

INVOICE TO		SHIP TO	
PROCUREMENT OFFICER - 304-436-8708 HEALTH AND HUMAN RESOURCES WELCH COMMUNITY HOSPITAL 454 MCDOWELL ST WELCH WV24801 US		PROCUREMENT OFFICER - 304-436-8708 HEALTH AND HUMAN RESOURCES WELCH COMMUNITY HOSPITAL 454 MCDOWELL ST WELCH WV 24801 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
9	Permanent placement of a physician with facility	1.00000	EA	\$35000	\$35000

Comm Code	Manufacturer	Specification	Model #
85101604			

**Extended Description :**  
2.1.9 Permanent placement fee, one-time fee per each (if any) permanently placed physician by vendor.

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	Technical Questions due by 4:00pm EST	2016-05-13

<b>WEH160000020</b>	<b>Document Phase</b> Draft	<b>Document Description</b> Locum Tenens OB/GYN Services	<b>Page 6</b> <b>of 6</b>
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**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

6/1/2016

Mark Atkins, Senior Buyer  
2019 Washington Street, East  
Charleston, WV 25305

RE: WEH1600000020

Dear Mr. Atkins

LocumTenens.com is pleased to submit a response to WEH1600000020,  
OB/GYN services.

LocumTenens.com has a long history of providing these positions; our past  
performance working with West Virginia operated facilities include:

**\*\*Please note requested changes in section 36 in General Terms and  
Conditions\*\***

We appreciate this opportunity and hope to hear from you soon. Should you  
have any questions, please contact me at (678) 690-7386 or  
pbowling@locumtenens.com.

Sincerely,

Patrick Bowling  
**LocumTenens.com**

## GENERAL TERMS AND CONDITIONS:

1. **CONTRACTUAL AGREEMENT:** Issuance of a Award Document 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.
2. **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. **"Bid" or "Proposal"** means the vendors submitted response to this solicitation.
  - 2.3. **"Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.
  - 2.4. **"Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.
  - 2.5. **"Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.
  - 2.6. **"Award Document"** 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 contract holder.
  - 2.7. **"Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
  - 2.8. **"State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
  - 2.9. **"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. CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

**Term Contract**

**Initial Contract Term:** This Contract becomes effective on  
upon award \_\_\_\_\_ and extends for a period of one (1) 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 should be submitted to the Purchasing Division 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 three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed thirty-six (36) months in total. 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.

**Delivery Order Limitations:** In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

**Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within \_\_\_\_\_ days.

**Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within \_\_\_\_\_ days.

Upon completion, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional \_\_\_\_\_ successive one year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed \_\_\_\_\_ months in total. Automatic renewal of this Contract is prohibited.

**One Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will 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 Award Document 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 a 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.



**PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of \_\_\_\_\_. The performance bond must be received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

**LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award. In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

**MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

**INSURANCE:** The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:

**Commercial General Liability Insurance:** In the amount of \$1,000,000.00 or more.

**Builders Risk Insurance:** In an amount equal to 100% of the amount of the Contract.

**Physician Medical Malpractice Insurance \$1,000,000.00 or more.**

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.

West Virginia Physician License

Basic Life Support Certification

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. WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

**10. 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 lieu 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.

**11. LIQUIDATED DAMAGES:** Vendor shall pay liquidated damages in the amount of

N/A

for N/A.

This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

**12. ACCEPTANCE:** Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

**13. 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.

**14. 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.

**15. 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.

**16. 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 also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules §§ 148-1-5.2.b.

**17. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.

**18. 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.

**19. COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

**20. PREVAILING WAGE:** Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage requirements are applicable.

**21. 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.

**22. 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). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

**23. 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.

**24. 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.

**25. 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.

**26. 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.

**27. 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.

**28. 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.

**29. PRIVACY, SECURITY, AND 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 <http://www.state.wv.us/admin/purchase/privacy/default.html>.

**30. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

**DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.**

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

**31. LICENSING:** In accordance with West Virginia Code of State Rules § 148-1-6.1.e, 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.

**32. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Award Document 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.

**33. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer 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 Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer 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 or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer 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.

**34. 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.

**35. 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.

**36. 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 supplied~~ 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.

**37. 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.

**38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by 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"). Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. 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.

**39. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire an 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.

**40. 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, total 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](mailto:purchasing.requisitions@wv.gov).

**41. 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.

**42. 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 hearth, 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:
- c. 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
- d. 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.



**43. 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.

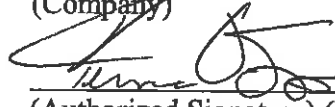
The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor 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.

**CERTIFICATION AND SIGNATURE PAGE**

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

LOCUMENTENENS.COM  
(Company)

  
VP GOVERNMENT SALES  
(Authorized Signature) (Representative Name, Title)

770-643-5745    68/1658-4510  
(Phone Number) (Fax Number) (Date)

WV STATE GOVERNMENT

HIPAA BUSINESS ASSOCIATE ADDENDUM

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

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

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

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

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

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

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

## 2. Permitted Uses and Disclosures.

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

### 3. Obligations of Associate.

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

f. **Support of Individual Rights.**

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

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

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

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

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

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

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

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

#### 4. Addendum Administration.

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



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

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

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

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

AGREED:

Name of Agency: Welch Community Hospital

Name of Associate: Terrence Smith

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

Signature: 


Title: C.E.O.

Title: VP of Government Sales

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

Date: 6/1/16

Form - WVBA-012004  
Amended 08.28.2013

APPROVED AS TO FORM THIS 26<sup>th</sup>  
DAY OF June 20 16  
  
Patrick Moroney  
Attorney General  
BY \_\_\_\_\_

Envelope Shipping

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**Sealed Bid Enclosed**

Solicitation Number: WEH1600000020  
 Buyer: MARK ATKINS  
 Bid Opening Date: 6/29/16 6/29/16  
 Bid Opening Time: 11:30 AM EST

**Mail To:**

WV PURCHASING DIVISION  
 2019 WASHINGTON ST E  
 CHARLESTON WV 25305

FedEx Ship Manager - Pri

6/1/2016

ORIGIN ID:GVLA (678) 690-7386  
 PATRICK BOWLING  
 JACKSON HEALTHCARE  
 2655 NORTHWINDS PARKWAY  
 ALPHARETTA, GA 30009  
 UNITED STATES US

SHIP DATE: 01JUN16  
 ACTWGT: 0.50 LB  
 CAD: 102704726/INET3730  
 BILL SENDER

TO **MARK ATKINS**  
**DEPT. OF ADMINISTRATION, PURCHASING**  
**219 WASHINGTON STREET EAST**  
**2019**  
**CHARLESTON WV 25305**

(678) 690-7386 REF: PATRICK BOWLING-GOVERNMENT  
 INV. DEPT:  
 PO:

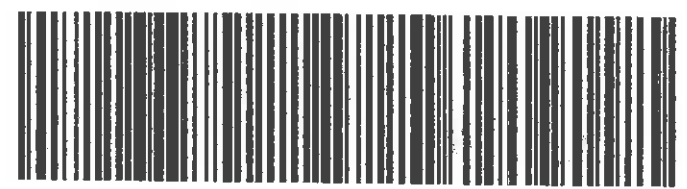


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