

January 17, 2017

Mr. Mark Atkins  
Department of Administration  
Purchasing Division  
2019 Washington Street East  
Charleston, WV 25305-0130

**Re: CRFQ 0506 BHS1700000003 Direct Care Staffing Services**

Dear Mr. Atkins:

Delta-T Group Western PA, Inc. (Delta-T) is pleased to submit our response to the State of West Virginia (the State) request on behalf of the Direct Care Staffing Services for the West Virginia Department of Health and Human Resources (WVDHHR) and the Bureau for Behavioral Health and Health Facilities (BBHFF)'s for Direct Care Staffing for Registered Nurses, Licensed Practical Nurses, and Certified Nursing Assistants.

Delta-T is confident that you will be pleased with both our services and the clinical excellence of our nurses. Delta-T has over 27 years of experience providing healthcare services to psychiatric hospitals, behavioral health care facilities, and schools, and our specialized focus in behavioral healthcare staffing is supported by teams of recruiters, staffing coordinators, managers and administrators that are well-versed in the nuances inherent in the industry and able to exceed the needs and expectations of our clients.

What sets Delta-T apart are our roots as a pioneer behavioral health workforce solutions agency and our commitment to excellence. Our staffing teams have a wealth of experience in working under contracts such as this one having provided services to other such state contracts such as Pennsylvania (20+ behavioral health + correctional facilities), Delaware (long-term care nursing facilities operated by State), Tennessee (4 psychiatric hospitals and several mental health facilities for nursing services). This understanding that comes from experience ensures that you receive the right fit for your population, that is, the perfect nursing candidates to serve the State's fragile populations/patients with reputable expertise, compassion, and a high-level of professionalism.

This project will be staffed through our Carnegie, PA office, just outside of Pittsburgh.

**Contacts for this project:**

Rachana Patel, Vice President  
RFP & Contract Designee  
950 Haverford Road, Suite 200  
Bryn Mawr, PA 19010  
Tel: 484-919-1752 / Fax: 215-220-2669  
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Daniel Peterman  
Project Manager/Affiliate Administrator  
600 North Bell Avenue, Building 2, Suite 190  
Carnegie, PA 15106  
Tel: 800-251-8501 / Fax: 412-278-4186  
Email: dpeterman@deltatg.com

**Our Service Delivery Approach:**

Delta-T has become a leader in behavioral healthcare staffing by focusing on key tenets that distinguish its services from anyone else in the field.

*Customer-Focused Support*

Client fulfillment with excellent customer service is the number one priority at Delta-T. We have many key processes in place to ensure client satisfaction including a specialized nursing team, biweekly quality assurance reviews, check-ins and

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monitoring by our Project Manager within 24 hours of the awarded contract, availability of management and staffing teams 24 hours a day, seven days a week with our On-Call Service.

Delta-T's On-Call Service is a dedicated team of professionals who are prepared to assist our clientele with last minute call-outs, crises, questions or any other situations that require immediate attention. The On-Call Service ensures that customer service is available to clients around the clock. In addition to recruiting and staffing, our On-Call Service team is able to answer questions, provide any information that you may need, of course including placing nurses that may be needed due to last-minute call-outs.

#### *Recruiting & Retention Excellence:*

Delta-T's success is in part due to the high standards of excellence that is the basis of our recruiting process. We maintain a database of tens of thousands of candidates all over the country that we can utilize to fill a need. Many of these candidates are available immediately, so that as soon as a bid is awarded, our skilled Staffing Coordinators can begin short-listing names for consideration. For many requests, we can source solely from our database. If this is insufficient, our coordinators may reach out to our experts in the field that can provide referrals, utilize online job boards, association and trade lists, educational institutions and alumni listings, job fairs and many other avenues to locate the best people for the positions.

What sets Delta-T apart from its competitors is the concentration on finding the *right* fit, instead of just simply filling the need. With staffing teams that are specialists in behavioral and healthcare, we are able to tailor our questions to the job description, facilities, and programs so that any shortcomings, personality flaws, or knowledge gaps would surface before they could be presented to the client. Delta-T staffing professionals go beyond the paperwork to find the type of candidate who will be the perfect match for both the facility and the patient population.

#### *Interviewing & Credentialing:*

Our Staffing Coordinators and Quality Assurance (QA) team work cooperatively to find and credential the candidates who show the most potential for meeting and exceeding the client's needs and expectations.

- **Screening Interview** – Conducted for every potential candidate. A trained Staffing Coordinator gathers information through a one-on-one interview, seeking to find a match to the client's requirements.
- **Reference Checking** – A minimum of three professional references (e.g., direct supervisors with at least one year of experience with the nurse) are collected and primary source verified.
- **Degree, Licensure, and Certification Verification** – Job-relevant degrees are primary source verified either at the issuing college/university or an approved third party agent. All relevant licenses and certifications are collected, verified and copies kept on file.
- **Criminal Background Check** – all Delta-T professionals are subject to state criminal record checks prior to commencement of services (as state law permits). Subsequent checks are done on an annual basis.
- **OIG and EPLS Checks** – to check for individuals and businesses excluded or sanctioned from participating in Medicare, Medicaid, or other federally funded health care programs.
- **Customized Credentialing** – Any additional credentialing requirements (e.g., CPR/First Aid, TB, Physical, Drug Screening, Child Abuse Clearance, and DMV check) are decided by the client and verified by Delta-T. Verification and copies of all client-specific requirements are kept on file in accordance with HIPAA regulations. These are re-checked annually.

Re-credentialing is equally important. The QA team utilizes our proprietary software to track expirations and review reports to ensure every nurse remains current with their credentials and is primary source verified. They also conduct internal audits to make sure that all Delta-T staff is compliant with regulations, company policies and verification processes.

### *Training, Orientation, and Professional Development:*

Our for our psych nurses consists of standard protocols and expectations for:

- Documentation Requirements
- Client Policies, Dress Code, ID, Reporting Instructions
- Job Description and Expectations
- Monthly Evaluation Process
- Ethical Standards and Confidentiality
- Incident Reporting Standards and Protocol
- OSHA Standards and Requirements
- Regulations Review
- Universal Precautions
- Call-Out Procedures
- HIPAA Compliance
- Invoicing Procedures
- Customized to meet your facilities needs

Delta-T is not only dedicated to our clients and the populations we serve, we are deeply committed to maintaining our pool of professionals and ensuring that they have every opportunity to advance, learn, and grow professionally.

### **Delta-T's Understanding of Your Needs**

It is our understanding that the State is seeking experienced and proven contract vendors to provide the facility with necessary nursing services. It requires individuals with an exceptional dedication to their profession and their patients.

#### *Responding to Service Requests:*

We pre-select the most qualified and experienced individuals based on the Scope of Work and your specific requirements. Our staffing team will work in collaboration with you to ensure that the nurses receive the proper orientation and training for your facility prior to the start of the assignment. Once a dedicated pool of nurses for your facility has been established an availability grid is created and updated continuously so that at any given time, we can ascertain which nurse or nurses can cover an open shift. This grid is also shared with the On-Call team so that they can assist in the event there is a coverage gap outside of normal business hours.

#### Monthly Schedules with Gaps (i.e. Foreseen Leave Coverage)

Each month, our staffing coordinators will reach out to determine if the monthly scheduling is complete and whether there are any gaps that Delta-T can fill. These fills are commitment-free. You will be able to change or cancel any shifts without any fees incurred with as little as two hours' notice in the event you are able to fill those needs internally.

#### Weekly Needs Arising Through Call-Outs (i.e. Unforeseen Leaves)

Each week, you may have needs that were unexpected due to call-outs, bereavement leave, personal days, etc., where notice may have only been a few days or even a few hours. Delta-T is able to fill those needs without any minimum hour notice requirements.

#### Ad Hoc Needs

In the event a scheduled nurse simply does not report for their shift, and there is no information as to whether they will or will not arrive, Delta-T can fill the shift. If you manage to cover the shift internally instead, there is no charge once no services were rendered, even if our nurse was in-transit to your facility.

If a request comes in and it is unlikely that we will be able to fill it, we will quickly communicate this to the State designee, so that they have ample opportunity to staff internally or reach out to a secondary vendor. It is never our goal to lose a shift for any reason, but we would prefer it to be staffed and the patients cared for, rather than hold onto a shift that we know we cannot fill in the time allotted. The best interests of the patients and the client is forefront of our decision-making and goal-setting.

#### Contingencies and Problem Solving

Delta-T is keenly aware that when dealing with the complexities of staffing, unexpected situations can and do occur. We have measures in place to allow us a level of adaptability to face these situations and conquer them with minimal impact to our clients.

During our recruitment process, our staff automatically holds in reserve a number of qualified candidates who can serve as substitutes should the nurse fail to show up due to an emergency, illness, or needs to be permanently replaced if he or she is an improper fit for the position. The presence of the On-Call team also makes it easy for urgent questions or concerns to be handled without your personnel having to wait until normal business hours. The Project Manager will also be available around the clock to handle any problems that may arise. It is our belief that if we are consistently communicating with both clients and our nurses, that we can curtail dissatisfaction and keep processes running smoothly.

#### **Delta-T is a Qualified Vendor:**

Delta-T's core business is servicing public entities, veteran's facilities, hospitals, schools, and correctional facilities with general medical and specialized nurses. We are able to leverage our understanding of working with these institutions for continuous improvement in our service delivery.

A sample of our state-based healthcare/behavioral health staffing active contracts:

- Central Louisiana State Hospital
- Commonwealth of Pennsylvania Statewide Per-Diem Nursing Contract
- Maryland Department of Health & Mental Hygiene
- New Jersey Developmental Disabilities Division
- New Jersey Division of Youth and Family Services
- State of Delaware
- TN Department of Children's Services
- TN Department of Intellectual Disabilities
- TN Department of Mental Health

#### **Benefits to Partnering with Delta-T:**

**Focus & Consistency** – Our staff is knowledgeable about the staffing of healthcare professionals for various client types. We foster the creation of our in-house staffing experts who can speak confidently about their niche and form lasting relationships with industry professionals that they can utilize time and again for assignments.

**Diligence** – Because our Quality Assurance Team is dedicated to carefully credentialing and monitoring, our clients can rest assured that everyone that is presented for an assignment has the stated degrees, licenses, experience and/or certifications necessary to doing the job.

**Reliability** – Delta-T is there for our clients 24/7 for whatever is needed, whether it is to fill a gap because of an unexpected illness, or to confirm shift schedules for the week, or to, for example, solve an urgent problem that cropped up at 11:00pm. Our On-Call Team is made up of live coordinators, not recorded messages.

**Cost Efficiency** – Our rates are competitive and are considerate of tight budgets and workplace pricing trends. We review our pricing routinely and make adjustments in bill rates and compensation rates as deemed necessary and appropriate for each specific contract we undertake.

**Fiscal Integrity** – All of our billing and invoicing are cross-checked and monitored for accuracy and completeness. Staffed professionals are held to our high standards in terms of submitting proper timesheets. We communicate constantly with our clients and work diligently to ensure that all paperwork is in good order at all times.

Thank for the opportunity to respond and we look forward to hearing from you.

Respectfully,



Erica Vanaver  
Proposal Administrator

Attached: Pricing Sheets, Certificate of Insurance and WV Authorization to do Business

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**SPECIFICATIONS**

- PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Department of Health and Human Resources (WVDHHR), the Bureau for Behavioral Health & Health Facilities (BBHFF), to establish an Open-End Direct Care Staffing contract for Registered Nurses (RN's), Licensed Practical Nurses (LPN's), and Certified Nursing Assistants (CNA's), to comply with staffing needs of the seven (7) State owned and operated facilities listed below and the West Virginia Children's Home, which is located in Elkins, WV.

**NOTE:** The 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.

Lakin Hospital (Long Term Care)  
11522 Ohio River Road  
West Columbia, WV 25287

Jackie Withrow Hospital (Long Term Care)  
105 S. Eisenhower Drive  
Beckley, WV 25801

John Manchin Sr. Health Care Center (Long Term Care)  
401 Guffey Street  
Fairmont, WV 26554

Welch Community Hospital (Acute Care/Long Term Care)  
454 McDowell Street  
Welch, WV 24801

William R. Sharpe Hospital (Acute Psychiatric Care)  
936 Sharpe Hospital Road  
Weston, WV 26452

Hopemont Hospital (Long Term Care)  
150 Hopemont Drive  
Terra Alta, WV 26764

Mildred Mitchell-Bateman Hospital (Acute Psychiatric Care)  
1530 Norway Avenue  
Huntington, WV 25705

WV Children's Home  
230 Heavner Avenue  
Elkins, WV 26241

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- 2. DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
- 2.1 **“Contract Services”** means the list of services identified in Section 4.1 below.
  - 2.2 **“Pricing Page”** means the pages upon which Vendor should list its proposed price for the Contract Services. The Pricing Page is either included on the last page of this RFQ or attached hereto as Exhibit A.
  - 2.3 **“RFQ”** means the official request for quotation published by the Purchasing Division and identified as CRFQ 0506 BHS1700000003.
  - 2.4 **“RN”** means Registered Nurse.
  - 2.5 **“LPN”** means Licensed Practical Nurse.
  - 2.6 **“CNA”** means Certified Nursing Assistant.
  - 2.7 **“Agency”** means Bureau for Behavioral Health & Health Facilities (BBHFF) and all State owned and operated Facilities.
- 3. QUALIFICATIONS:** Vendor must maintain primary source verification documentation that all personnel placed under this agreement meet the following minimum qualifications and must provide documentation upon request.
- 3.1 Must hold a current Professional State of WV Nursing License in West Virginia.
  - 3.2 Must have at least one (1) year working experience in the area to be assigned.
  - 3.3 Must have a current **Cardiopulmonary Resuscitation (CPR)** Card.
  - 3.4 Must complete the facility’s Certified Caregiver (CCG) Training prior to service delivery.
    - 3.4.1 The CCG Training is provided at Mildred Mitchell-Bateman Hospital and William R. Sharpe Hospital. The training is in response to Violent Patients – CCG and is a de-escalation training technique.

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**4. GENERAL REQUIREMENTS:**

**4.1 Mandatory Contract Services Requirements:** Vendor shall provide Contract Services with the desired services listed below on an open-end contract. Desired services must meet or exceed the mandatory requirements listed below.

**4.1.1 Registered Nursing Services (RN's)**

Vendor must document the competency of the staff being engaged and to provide documentation of the services to the Bureau for Behavioral Health and Health Facilities (BBHBF) or Bureau for Children and Families (BCF) assigned work site when requested. The competency assessment must include age-specific and cultural competencies for services provided to patients.

**4.1.1.1** RN(s) must be licensed by the West Virginia Board of Nurses.

**4.1.1.2** RN(s) must have a minimum of one (1) year experience in Psychiatric Nursing, if assignment is for an acute psychiatric care facility.

**4.1.1.3** RN(s) must have a minimum of one (1) year experience in Long Term Care.

**4.1.1.4** RN(s) must oversee the work of inexperienced (RN) Registered Nurse(s), LPN Licensed Practical Nurse(s), and CNA Certified Nursing Assistant(s).

**4.1.1.5** RN(s) must participate in Treatment Team Meetings to develop Individualized Treatment Plans, direct consultations, receive and give recommendations to and from other disciplines to maximize positive behavioral results.

**4.1.1.6** RN(s) must administer medications as prescribed by treating Physician(s).

**4.1.1.7** RN(s) must ensure timely documentation into patient's Electronic medical records, per the policies and procedures and common practice of the particular facility utilizing the staff.

**4.1.1.7.1** Policies and procedures will be provided during the hospital/facility orientation.

**4.1.1.8** RN(s) must oversee all medical related emergencies.



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**4.1.1.9** RN(s) must be available to testify in court and commitment hearings when necessary.

**4.1.1.10** RN(s) must respond to inquiries of family members, advocates and other interested parties, ensuring adherence to the Confidentiality laws (see Attachment\_3), and the HIPAA Regulations (see Attachment\_2).

**4.1.2 Licensed Practical Nursing Services (LPN's)**

**4.1.2.1** LPN(s) must be licensed by the West Virginia Board of Nurses.

**4.1.2.2** LPN(s) must assist professional nursing & medical staff in providing direct nursing care to patients, including medical treatments, administering medications, giving injections, and assisting in care planning and recording.

**4.1.2.3** LPN(s) must take and record temperatures, blood pressure, pulse and respirations; collect specimens for testing; administer medications according to the Physician Order.

**4.1.2.4** LPN(s) must ensure timely documentation into patients' electronic medical records, per the policies, procedures and common practices of the assigned facility.

**4.1.2.4.1** Policies and procedures will be provided during the hospital/facility orientation.

**4.1.2.5** LPN(s) must screen patients and record medical information; assist physician and registered nurse in examinations and treatments; set up and clean examination area; give injections and immunizations; instruct patients/clients in the use of medications and possible side effects.

**4.1.2.6** LPN(s) will provide for the emotional and physical comfort and safety of the patients/clients.

**4.1.2.7** LPN(s) must assist in response to medical and psychiatric emergencies.

**4.1.2.8** LPN(s) must assist patients with activities of daily living such as grooming and personal hygiene.

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**4.1.2.9** LPN(s) may testify in court and commitment hearing when found appropriate and deemed necessary.

**4.1.2.10** LPN(s) must respond to inquiries of family members, advocates, and other interested parties, ensuring adherence to the Confidentiality laws (see Attachment\_3), and the HIPAA Regulations (see Attachment\_2).

**4.1.2.11** LPN(s) must have successfully completed a course in Intravenous therapy and training in venipuncture which permits the LPN(s) to start Intravenous fluids and provide a certificate as proof of training and competency before beginning service.

**4.1.3 Certified Nursing Assistant Services (CNA's)**

**4.1.3.1** CNA(s) must be certified and in good standing with the WV Nurse Aide Registry.

**4.1.3.2** CNA(s) must have a minimum of one (1) year experience in Long Term Care.

**4.1.3.3** CNA(s) must have a minimum of one (1) year experience and working knowledge of the concepts of mental health, health disorders and related physical conditions and related treatment approach.

**4.1.3.4** CNA(s) will be responsible for direct care services to residents in a Nursing Home Setting, Psychiatric Care Setting and Acute Care Setting or facility setting.

**4.1.3.5** CNA(s) must provide both physical and psychological support and assistance with daily activities and maintain a therapeutic interaction with the residents.

**4.1.3.6** CNA(s) must have a High School Diploma or GED

**4.2 VENDOR RESPONSIBILITIES:**

**4.2.1** Successful vendor must be a qualified healthcare professional to accommodate the Facility's needs and must comply with all Agency policies and procedures.

**4.2.2** Successful vendor must provide healthcare staffing as requested by the Facility to be compatible with week-to-week needs.

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- 4.2.2.1** Assignments also may be for specified period of time as agreed upon in writing.
- 4.2.3** Successful vendor must provide hourly rates that are inclusive of all federal, state, and local withholding taxes, social security & Medicare taxes, as well as all unemployment compensation, workers compensation, general and professional liability premiums.
- 4.2.4** Successful vendor shall provide the Facility with information on each healthcare staff member including applications, background checks, fingerprinting, health vaccinations (such as Hepatitis B, Flu Vaccine) and PPD (purified protein derivative) testing.
- 4.2.4.1** All applicable documents to include certifications, references, confidentiality agreements and other requested documents must be sent to the facility along with the listing of possible candidates to interview.
- 4.2.4.2** No nurse providing services to any Facility under this agreement will have been investigated and substantiated by a Board of Nursing or currently subject to discharge resulting from an investigation by a Board of Nursing.
- 4.2.5** Successful vendor shall ensure the following regarding the staff to be provided:
- A. Has completed the required training and education,
  - B. Possess a current valid certification and professional license and with the State of West Virginia, and
  - C. Have proof of recent acute psychiatric experience in a psychiatric setting, and
  - D. Meet current Agency immunization requirements for **purified protein derivative (PPD)** and Hepatitis B Series.
- 4.2.6** Successful vendor must incorporate all anticipated costs, traveling expenses, administrative and overhead cost into their all-inclusive fees.
- 4.2.7** The facility will not allow any previous employee who was dismissed for disciplinary or performance reasons by any

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DHHR Facility or Office to return and work through the staffing vendor.

- 4.2.8 Successful vendor will have 48 hours (2 business days) to respond to the initial contact requesting staffing and provide the Facility a list of potential candidates and the documentation required in section 4.2.4.
- 4.2.9 If the Facility requests an LPN but the successful vendor provides a RN to cover the request, the agency will pay the LPN rate.

#### 4.3 DUTIES AND RESPONSIBILITIES OF THE FACILITIES

- 4.3.1 Facility will notify all successful vendors of the number and specialty of the staffing needed for an assignment and the estimated length of the assignment.
- 4.3.2 After 48 hours (2 business days) the facility will proceed with administering the progressive award process whereby the lowest bidder able to meet the facilities needs will be awarded with the contract for the requested staffing until such time as all needs have been met.
- 4.3.3 Facility will conduct interviews, review certifications, and provide formal notifications on which applicants will be offered a staffing position.
- 4.3.4 The Facility shall be solely responsible for providing supervision and day-to-day guidance in the execution of staff's professional responsibilities.
- 4.3.5 Facility reserves the right to terminate any RN, LPN or CNA providing services to the facility.

#### 5. CONTRACT AWARD:

**5.1 Contract Award:** The Contract is intended to provide the Agency's with a purchase price for the contracted services. This shall be a progressive award contract and the award will be made to each vendor demonstrating their ability to meet all minimum requirements set forth in this request for quotation. Each vendor meeting the minimum requirements of the request will be awarded a contract in a progressive

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utilization award format, meaning low bid will be designated as XXXXXA; next lowest bid will be designated as XXXXXB, and so on.

If vendor "A" cannot provide the services requested, Agency will go to vendor "B", and So on until the need is satisfied.

The facility will allow 48 hours for all vendors to respond to staffing requests as to whether they will be able to meet the facility's needs. If unable to fulfill the request, the Vendor must provide a written waiver to the facility.

**5.2 Pricing Pages:** Vendor should complete the Pricing Page by providing the Unit Cost (Hourly Rate) and Extended Cost for each category (RN(s), LPN(s), and CNA(s)). Then add the extended amounts as the Grand Total Cost for their bid. If Responding in WVOasis, the extended price and grand total is calculated automatically.

Vendor should complete the Pricing Page(s) in full as failure to complete the Pricing Page(s) in its entirety may result in the Vendor's bid being disqualified.

The Pricing Page(s) contain a list of desired services and estimated purchase volume. The estimated purchase volume for each service represents the approximate volume of anticipated services.

Notwithstanding the foregoing, the Purchasing Division may correct errors as its discretion. Vendor should type the information into the Pricing Page(s) to prevent errors in the evaluation.

If responding on paper, Vendor should complete the Exhibit\_A Pricing Page by providing an all-inclusive hourly, overtime and holiday rates for RN(s), LPN(s), and CNA(s).

Vendor should complete the Exhibit\_A Pricing Page in full s failure to complete the Pricing Page in its entirety may result in the Vendor's bid being disqualified. The Exhibit\_A Pricing page is available in Excel format for convenience, but it is the vendors' responsibility to ensure all calculations for their bid is accurate and complete.

6. **PERFORMANCE:** Vendor and Agency's shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Facility. 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:** Facility shall pay an hourly rate for all Contract Services performed under this Contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

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8. **TRAVEL:** Vendor shall be responsible for all mileage and travel costs, including travel time, associated with the performance of this Contract. Such costs will not be paid by the Facility.
9. **HOLIDAYS:** The official holidays will be those that are deemed a holiday by the State of West Virginia and will be observed during the 24 hour period of 12:01AM through Midnight on the date the State officially observes the holiday. Generally, the following official holidays are observed:
- New Year's Day  
Martin Luther King Day  
President's Day  
Memorial Day  
West Virginia Day  
Independence Day  
Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving  
Christmas Eve (1/2 Day)  
Christmas Day  
New Year's Eve (1/2 Day)
10. **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:
- 10.1. Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
- 10.2. Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
- 10.3. Vendor shall notify the Agency immediately of any lost, stolen, or missing card or key.
- 10.4. Anyone performing under this Contract will be subject to Agency security protocol and procedures.
- 10.5. Vendor shall inform all staff of the Facility security protocol and procedures.
11. **VENDOR DEFAULT:**
- 11.1. The following shall be considered a vendor default under this Contract.

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

**11.1.2.** Failure to comply with other specifications and requirements contained herein.

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

**11.1.4.** Failure to remedy deficient performance upon request

**11.2.** The following remedies shall be available to the Agency upon default.

**11.2.1.** Cancellation of the Contract.

**11.2.2.** Cancellation of one or more release orders issued under this Contract.

**11.2.3.** Any other remedies available in law or equity.

**12. MISCELLANEOUS:**

**12.1. Contract Manager:** During the 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:**

Rachana Patel

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**Telephone Number:**

(484) 919-1752

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**Fax Number:**

(215) 220-2669

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**Email Address:**

rfp@deltatg.com

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/20/2016

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

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

<b>PRODUCER</b> ACBI (Associated Community Brokers, Inc.) 2150 Post Road Fairfield CT 06824		<b>CONTACT NAME:</b> Sue Mason <b>PHONE (A/C No. Ext):</b> 203-254-4518 <b>FAX (A/C No.):</b> 203-418-4205 <b>E-MAIL ADDRESS:</b> smason@acbi-ins.com	
<b>INSURED</b> DELTA-1 Delta-T Group Inc 950 Haverford Rd Bryn Mawr PA 19010		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Everest National Ins. Co.	10120
		<b>INSURER B:</b> Capitol Specialty	10328
		<b>INSURER C:</b> Valley Forge Insurance Co.	20508
		<b>INSURER D:</b> National Fire Ins. Co. of Hart	2047R
		<b>INSURER E:</b> CNA	20443
		<b>INSURER F:</b> Travelers Casualty & Surety	1903R

**COVERAGES**      **CERTIFICATE NUMBER:** 2109015935      **REVISION NUMBER:**

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

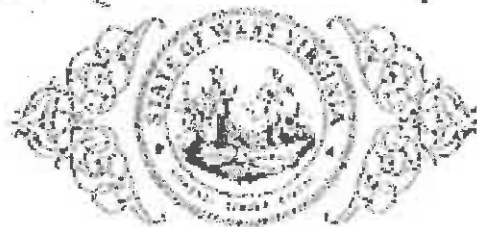
INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBJECTS (INSR LTR)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual incl <input checked="" type="checkbox"/> Pers Inj on Prof GENL AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		6018562825	6/29/2016	6/29/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$excluded GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPOP AGG \$2,000,000 \$
D	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS		6018562842	6/29/2016	6/29/2017	COMBINED SINGLE LIMIT (Per accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
E	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000		6010562839	6/29/2016	6/29/2017	EACH OCCURRENCE \$9,000,000 AGGREGATE \$9,000,000 \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N / A	8600000365151	6/29/2016	6/29/2017	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
B/F	Prof Liab incl Sexual Abuse Crims incl Third Party		HS2014212303 105558836	12/21/2016 1/30/2016	12/21/2017 1/30/2017	Per Claim/Aggregate Employee Dishonesty \$5MM / \$5MM \$500,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Evidence of Coverage - IC's included on Professional Liability Policy as Insureds.

<b>CERTIFICATE HOLDER</b> Delta-T Group, Inc. 950 Haverford Rd. Bryn Mawr PA 19010	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>Sue Mason</i>
---	--



# State of West Virginia



## Certificate

*I, Natalie E. Tennant, Secretary of State of the State of West Virginia, hereby certify that*

**DELTA-T GROUP WESTERN PENNSYLVANIA, INC.**

Control Number: 9912P

a corporation formed under the laws of Pennsylvania has filed its "Application for Certificate of Authority" to transact business in West Virginia as required by the provisions of the West Virginia Code. I hereby declare the organization to be registered as a foreign corporation from its effective date of March 22, 2010.

Therefore, I issue this

### **CERTIFICATE OF AUTHORITY**

to the corporation authorizing it to transact business in West Virginia



*Given under my hand and the  
Great Seal of the State of  
West Virginia on this day of  
March 22, 2010*

*Natalie E. Tennant*

*Secretary of State*

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: CRFQ 0506 BHS1700000003**

**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 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.

Delta-T Group, Western Pennsylvania, Inc.

\_\_\_\_\_  
Company

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

January 17, 2017

\_\_\_\_\_  
Date

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

**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: WVHHR/ Bureau for

Behavioral Health & Health Facilities

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

Delta-T Group,  
Name of Associate: Western Pennsylvania, Inc.

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

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


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

Title: President

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

Date: January 17, 2017

Form - WVBA-012004  
Amended 06.26.2013

APPROVED AS TO FORM THIS 26th  
DAY OF Jan 20 17  
  
Patrick Morrissey  
Attorney General  
BY \_\_\_\_\_

**Appendix A**

**(To be completed by the Agency's Procurement Officer prior to the execution of the Addendum, and shall be made a part of the Addendum. PHI not identified prior to execution of the Addendum may only be added by amending Appendix A and the Addendum, via Change Order.)**

**Name of Associate:** \_\_\_\_\_

**Name of Agency:** WV DHHR/ Bureau for Behavioral Health and Health Facilities

**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.**

## 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. 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.

**7. REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

**BID BOND (Construction Only):** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid 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.

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.

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.

**8. 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.

**9. LITIGATION BOND:** The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In 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.

**10. 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.



**11. 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.

**12. 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.

**13. 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.

**14. 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.

**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. ADDITIONAL FEES:** Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

**17. 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.

**18. 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 § 148-1-6.1.e.

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

**20. 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.

**21. 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.

**22. 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.

**23. 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.

**24. 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.

**25. 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.

**26. 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.

**27. 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.

**28. 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.

**29. 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.

**30. 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>.

**31. 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.

**32. 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.

**33. ANTTITRUST:** 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.

**34. 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.

**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 supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

**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:

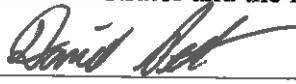
- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply 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 heath, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- 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.

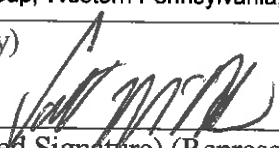
The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor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

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

  
\_\_\_\_\_  
(Name, Title)  
Dan Peterman, Program Manager  
\_\_\_\_\_  
(Printed Name and Title)  
Delta-T Group, Inc., 950 Haverford Avenue, Suite 200, Bryn Mawr, PA 19010  
\_\_\_\_\_  
(Address)  
(484) 381-3080 / (215) 220-2669  
\_\_\_\_\_  
(Phone Number) / (Fax Number)  
rfp@deltatg.com  
\_\_\_\_\_  
(email address)

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

Delta-T Group, Western Pennsylvania, Inc.  
\_\_\_\_\_  
(Company)  
  
\_\_\_\_\_  
(Authorized Signature) (Representative Name, Title)  
Scott McAndrews, President  
\_\_\_\_\_  
(Printed Name and Title of Authorized Representative)  
January 17, 2017  
\_\_\_\_\_  
(Date)  
(481) 381-3113 / (215) 220-2669  
\_\_\_\_\_  
(Phone Number) (Fax Number)



ADDENDUM ACKNOWLEDGEMENT FORM  
SOLICITATION NO.: CRFQ 0506 BHS1700000003

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.

Delta-T Group, Western Pennsylvania, Inc.

Company

Authorized Signature

January 17, 2017

Date

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

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: Delta-T Group, Western Pennsylvania, Inc.

Authorized Signature:  Date: January 17, 2017

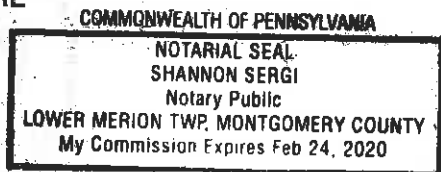
State of Pennsylvania

County of Delaware, to-wit:

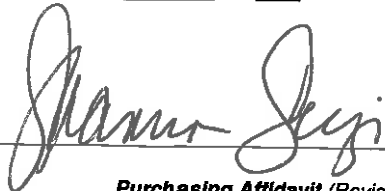
Taken, subscribed, and sworn to before me this 17<sup>th</sup> day of January, 2017.

My Commission expires Feb 24<sup>th</sup>, 2020

AFFIX SEAL HERE



NOTARY PUBLIC



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:** Not Applicable  
Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,  
 Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification;  
 Bidder is a resident vendor partnership, association, or corporation with at least eighty percent of ownership interest of bidder held by another entity that meets the applicable four year residency requirement; **or**,  
 Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; **or**,
2.  **Application is made for 2.5% vendor preference for the reason checked:** Not Applicable  
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:** Not Applicable  
Bidder is a nonresident vendor that employs a minimum of one hundred state residents, or a nonresident vendor which has an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia and employs a minimum of one hundred state residents, and for purposes of producing or distributing the commodities or completing the project which is the subject of the bidder's bid and continuously over the entire term of the project, on average at least seventy-five percent of the bidder's employees or the bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years and the vendor's bid; **or**,
4.  **Application is made for 5% vendor preference for the reason checked:** Not Applicable  
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:** Not Applicable  
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:** Not Applicable  
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.** Not Applicable  
Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

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

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

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

Bidder: Delta-T Group, Western Pennsylvania, Inc.

Signed: 

Date: January 17, 2017

Title: President

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

Direct Care Staffing Services

Item #	Classification	Estimated # of Hours*	Unit Price	Extended Price
#1	<b>4.1.1 Registered Nurse (RN)</b>			
	A. Regular Hours	1,000	\$45.51	\$45,510.00
	B. Overtime Hours	300	\$67.31	\$20,193.00
	C. Holiday Hours	40	\$67.31	\$2,692.40
	<b>Total Classification Cost</b>			<b>\$68,395.40</b>
#2	<b>4.1.2 Licensed Practical Nurse (LPN)</b>			
	A. Regular Hours	1,000	\$34.49	\$34,490.00
	B. Overtime Hours	300	\$53.20	\$15,960.00
	C. Holiday Hours	40	\$53.20	\$2,128.00
	<b>Total Classification Cost</b>			<b>\$52,578.00</b>
#3	<b>4.1.3 Certified Nursing Assistant (CNA)</b>			
	A. Regular Hours	1,000	\$23.49	\$23,490.00
	B. Overtime Hours	300	\$35.00	\$10,500.00
	C. Holiday Hours	40	\$35.00	\$1,400.00
	<b>Total Classification Cost</b>			<b>\$35,390.00</b>
<b>GRAND TOTAL COST</b>				<b>\$156,363.40</b>

All Rates are all inclusive (see Specification 4.2.3 & 4.2.6)

This is a progressive award contract with multiple vendors. Award will be made from low bid to high bid (Grand Total Cost) and facility usage will be prioritized in the same manner. If the low bid cannot meet the needs of the facility when solicited, the next lowest bid will be awarded until such time as the facility's needs can be met.

\* The number of hours is only an estimation to be used for bid, each request for staffing may require more or less hours than stated above.

Please Print Information Below.

Company Name: Delta-T Group Western Pennsylvania, Inc.

Sales Representative: Dan Peterman

Vendor Address: 600 N Bell Ave, Bldg 2, Suite 190,  
Carnegie, PA 15106

Vendor Phone: 848-381-3080

Email Address: rfp@deltatg.com

Remit to Address: PO Box 884 Bryn Mawr, PA 19010

  
SIGNATURE

1/17/2017

DATE