



West Virginia Purchasing Division

2019 Washington Street, East
Charleston, WV 25305
Telephone: 304-558-2306
General Fax: 304-558-6026
Bid Fax: 304-558-3970

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

Header 8

List View

General Information | [Contact](#) | [Default Values](#) | [Discount](#) | [Document Information](#)

Procurement Folder: 293344

SO Doc Code: CRFQ

Procurement Type: Central Master Agreement

SO Dept: 0506

Vendor ID:

SO Doc ID: WEH1700000010

Legal Name: WORLDWIDE TRAVEL STAFFING LTD

Published Date: 2/16/17

Alias/DBA:

Close Date: 2/21/17

Total Bid: \$758,704.00

Close Time: 13:30

Response Date:

Status: Closed

Response Time:

Solicitation Description:

Total of Header Attachments: 8

Total of All Attachments: 8



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

**State of West Virginia
 Solicitation Response**

Proc Folder : 293344
Solicitation Description : Addendum #1 - Temp Staffing of Lab Techs
Proc Type : Central Master Agreement

Date issued	Solicitation Closes	Solicitation Response	Version
	2017-02-21 13:30:00	SR 0506 ESR02171700000003914	1

VENDOR
000000106877 WORLDWIDE TRAVEL STAFFING LTD

Solicitation Number: CRFQ 0506 WEH1700000010

Total Bid : \$758,704.00 **Response Date:** 2017-02-17 **Response Time:** 10:29:56

Comments:

FOR INFORMATION CONTACT THE BUYER
 April Battle
 (304) 558-0067
 april.e.battle@wv.gov

Signature on File	FEIN #	DATE
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All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Medical Laboratory Technicians (MLT) (Regular Hours)	4160.00000	HOUR	\$72.000000	\$299,520.00

Comm Code	Manufacturer	Specification	Model #
80111613			

Extended Description : 4.1.1 Temporary Staffing of Medical Laboratory Technicians (MLT) (Regular Hours)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Medical Laboratory Technicians (MLT) (Overtime Hours)	1040.00000	HOUR	\$72.000000	\$74,880.00

Comm Code	Manufacturer	Specification	Model #
80111613			

Extended Description : 4.1.1 Temporary Staffing of Medical Laboratory Technicians (MLT) (Overtime Hours)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Medical Laboratory Technicians (MLT) (Holiday Hours)	192.00000	HOUR	\$72.000000	\$13,824.00

Comm Code	Manufacturer	Specification	Model #
80111613			

Extended Description : 4.1.1 Temporary Staffing of Medical Laboratory Technicians (MLT) (Holiday Hours)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	Medical Technicians (MT) (Regular Hours)	4160.00000	HOUR	\$65.000000	\$270,400.00

Comm Code	Manufacturer	Specification	Model #
80111613			

Extended Description : 4.1.2 Temporary Staffing of Medical Technologist (MT) (Regular Hours)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	Medical Technicians (MT) (Overtime Hours)	1040.00000	HOUR	\$65.000000	\$67,600.00

Comm Code	Manufacturer	Specification	Model #
80111613			

Extended Description : 4.1.2 Temporary Staffing of Medical Technologist (MT) (Overtime Hours)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
6	Medical Technicians (MT) (Holiday Hours)	192.00000	HOUR	\$65.000000	\$12,480.00

Comm Code	Manufacturer	Specification	Model #
80111613			

Extended Description : 4.1.2 Temporary Staffing of Medical Technologist (MT) (Holiday Hours)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
7	Medical Laboratory Technicians (MLT) Permanent Placement Fee	2.00000	EA	\$5,000.000000	\$10,000.00

Comm Code	Manufacturer	Specification	Model #
80111613			

Extended Description : 5.2 Permanent Placement Fee* Medical Laboratory Technicians (MLT): one-time fee per each (if any) permanently placed MLT by vendor, this amount must be a set dollar amount, bids with a percentage amount will result in disqualification of vendor s bid.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
8	Medical Technicians (MT) Permanent Placement Fee	2.00000	EA	\$5,000.000000	\$10,000.00

Comm Code	Manufacturer	Specification	Model #
80111613			

Extended Description : 5.2 Permanent Placement Fee* Medical Laboratory Technologist (MT): one-time fee per each (if any) permanently placed MT by vendor, this amount must be a set dollar amount, bids with a percentage amount will result in disqualification of vendor s bid.

Temporary Staffing of Laboratory Technicians
CRFQ 0506 WEH1700000010
Pricing Page Exhibit A Page 1

WVOASIS LINE #	Description/Equipment	Estimated # of Hours	Unit Cost per Hour	Total Cost for Estimated Hours (Estimated # of Hours multiplied by the Unit Cost Per Hour)
1	4.1.1 Temporary Staffing of Medical Laboratory Technicians (MLT) (Regular Hours)	4,160 Regular Hours	\$72.00 per hour	\$299,520.00
2	4.1.1 Temporary Staffing of Medical Laboratory Technicians (MLT) (Overtime Hours)	1,040 Overtime Hours	\$72.00 per hour	\$74,880.00
3	4.1.1 Temporary Staffing of Medical Laboratory Technicians (MLT) (Holiday Hours)	192 Holiday Hours	\$72.00 per hour	\$13,824.00
4	4.1.2 Temporary Staffing of Medical Technologist (MT) (Regular Hours)	4,160 Regular Hours	\$65.00 per hour	\$270,400.00
5	4.1.2 Temporary Staffing of Medical Technologist (MT) (Overtime Hours)	1,040 Overtime Hours	\$65.00 per hour	\$67,600.00
6	4.1.2 Temporary Staffing of Medical Technologist (MT) (Holiday Hours)	192 Holiday Hours	\$65.00 per hour	\$12,480.00
7	5.2 Permanent Placement Fee* Medical Laboratory Technicians (MLT): one-time fee per each (if any) permanently placed MLT by vendor, this amount must be a set dollar amount, bids with a percentage amount will result in disqualification of vendor's bid.	2 each	\$5,000 per placement	\$10,000.00
8	5.2 Permanent Placement Fee* Medical Laboratory Technologist (MT): one-time fee per each (if any) permanently placed MT by vendor, this amount must be a set dollar amount, bids with a percentage amount will result in disqualification of vendor's bid.	2 each	\$5,000 per placement	\$10,000.00
Grand Total Cost				\$758,704.00

Estimated number of hours: The estimated numbers of hours listed on the cost sheet are for bidding purposes only. The vendor will be required to provide actual quantities needed, be it more or less.

Evaluation and Award Criteria: This is a progressive award contract and the award will be made to the Vendors with the lowest Grand Total Cost to the highest Grand Total (respectively) meeting the required mandatory specifications. Example: Lowest will be Vendor "A", second lowest will be Vendor "B" and so on.

Use of this contract will work the same. Agency must contact the lowest bid first and if they cannot provide the agency needs within the time frame allowed in the attached specifications, Agency will then contact the next lowest bidder and so on, until one of the vendors awarded the contract, can cover the immediate needs.

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

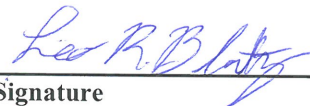
Temporary Staffing of Laboratory Technicians
Procurement Folder 270123 CRQM 0506 2845 WEH1700000007
Pricing Page Exhibit A Page 2

Worldwide Travel Staffing, Limited
Vendor Name (Printed)

2829 Sheridan Drive, Tonawanda, NY 14150
Purchase Order Address

2829 Sheridan Drive, Tonawanda, NY 14150
Vendor Remit-To Address:

Leo R. Blatz
Vendor Authorized Representative (Printed)


Signature

2/15/2017
Date

866-633-3700
Telephone

877-375-2450
Fax

lblatz@worldwidetravelstaffing.com
E-mail

23
Number of Years in Business

- REFERENCES:**
- Company Name **William R. Sharpe, Jr. Hospital**
Representative **Dwight Sawyers**
Address **936 Sharpe Hospital Rd, Weston, WV 26452**
Telephone # **(304) 269-1210**

 - Company Name **Hopemont State Hospital**
Representative **Melissa Bolyard**
Address **150 Hopemont Dr, Terra Alta, WV 26764**
Telephone # **(304) 789-2411**

 - Company Name **Mildred Mitchell-Bateman Hospital**
Representative **Patricia Hamilton**
Address **1530 Norway Ave, Huntington, WV 25705**
Telephone # **(304) 525-7801**



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

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

Proc Folder: 293344

Doc Description: Addendum #1 - Temp Staffing of Lab Techs

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2017-02-16	2017-02-21 13:30:00	CRFQ 0506 WEH1700000010	2

BID RECEIVING LOCATION

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

VENDOR

Vendor Name, Address and Telephone Number:

Worldwide Travel Staffing, Limited
 2829 Sheridan Drive
 Tonawanda, NY 14150
 866-633-3700

FOR INFORMATION CONTACT THE BUYER

April Battle
 (304) 558-0067
 april.e.battle@wv.gov

Signature X

FEIN #

16-1432616

DATE

2/15/17

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

ADDITIONAL INFORMATION:

Addendum #1 - This addendum is issued to provide responses to vendor questions.

No other changes.

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Medical Laboratory Technicians (MLT) (Regular Hours)	4160.00000	HOUR	\$72.00	\$299,520.00

Comm Code	Manufacturer	Specification	Model #
80111613			

Extended Description :

4.1.1 Temporary Staffing of Medical Laboratory Technicians (MLT) (Regular Hours)

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Medical Laboratory Technicians (MLT) (Overtime Hours)	1040.00000	HOUR	\$72.00	\$74,880.00

Comm Code	Manufacturer	Specification	Model #
80111613			

Extended Description :

4.1.1 Temporary Staffing of Medical Laboratory Technicians (MLT) (Overtime Hours)

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Medical Laboratory Technicians (MLT) (Holiday Hours)	192.00000	HOUR	\$72.00	\$13,824.00

Comm Code	Manufacturer	Specification	Model #
80111613			

Extended Description :

4.1.1 Temporary Staffing of Medical Laboratory Technicians (MLT) (Holiday Hours)

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Medical Technicians (MT) (Regular Hours)	4160.00000	HOUR	\$65.00	\$270,400.00

Comm Code	Manufacturer	Specification	Model #
80111613			

Extended Description :

4.1.2 Temporary Staffing of Medical Technologist (MT) (Regular Hours)

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Medical Technicians (MT) (Overtime Hours)	1040.00000	HOUR	\$65.00	\$67,600.00

Comm Code	Manufacturer	Specification	Model #
80111613			

Extended Description :

4.1.2 Temporary Staffing of Medical Technologist (MT) (Overtime Hours)

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Medical Technicians (MT) (Holiday Hours)	192.00000	HOUR	\$65.00	\$12,480.00

Comm Code	Manufacturer	Specification	Model #
80111613			

Extended Description :

4.1.2 Temporary Staffing of Medical Technologist (MT) (Holiday Hours)

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	Medical Laboratory Technicians (MLT) Permanent Placement Fee	2.00000	EA	\$5,000.00	\$10,000.00

Comm Code	Manufacturer	Specification	Model #
80111613			

Extended Description :

5.2 Permanent Placement Fee* Medical Laboratory Technicians (MLT): one-time fee per each (if any) permanently placed MLT by vendor, this amount must be a set dollar amount, bids with a percentage amount will result in disqualification of vendor s bid.

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	Medical Technicians (MT) Permanent Placement Fee	2.00000	EA	\$5,000.00	\$10,000.00

Comm Code	Manufacturer	Specification	Model #
80111613			

Extended Description :

5.2 Permanent Placement Fee* Medical Laboratory Technologist (MT): one-time fee per each (if any) permanently placed MT by vendor, this amount must be a set dollar amount, bids with a percentage amount will result in disqualification of vendor s bid.

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Questions Due	2017-02-06

WEH1700000010	Document Phase Final	Document Description Addendum #1 - Temp Staffing of Lab Techs	Page 6 of 6
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

WV STATE GOVERNMENTHIPAA BUSINESS ASSOCIATE ADDENDUM

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

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

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

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

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

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

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

2. Permitted Uses and Disclosures.

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

3. Obligations of Associate.

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

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

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

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

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

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

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

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

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

4. Addendum Administration.

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

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

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

5. General Provisions/Ownership of PHI.

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

AGREED:

Name of Agency: Welch Community Hospital

Name of Associate: Leo R. Blatz

Signature: _____

Signature: Leo R. Blatz

Title: C.E.O.

Title: Chief Executive Officer

Date: _____

Date: 2/15/2017

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: Worldwide Travel Staffing, Limited

Name of Agency: WVDHHR/BHHFF/Welch Community Hospital

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

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

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

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ WEH170000010

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.

Worldwide Travel Staffing, Limited

Company



Authorized Signature

February 15, 2017

Date

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

1. Exhibit A – Pricing Page- Paper Recycling Are we supposed to fill and submit Exhibit A as a part of our response? If Yes kindly clarify being a staffing vendor which option are we supposed to fill and what is the significance of this form?

A.1. Specification 5.2 states, "Pricing Pages: Vendor should complete the Pricing Page by providing the unit cost per hour; multiplying the unit cost per hour by the estimated number of hours to get the total cost for the number of estimated hours; and vendor should insert pricing for an amount for a one time per permanent placement fee for all of the following positions, this amount must be a set dollar amount, bids with a percentage amount will result in disqualification of vendor's bid: MT, MLT; Vendor should complete the Pricing Page in its entirety as failure to complete the Pricing Page in its entirety may result in the Vendor's bid being disqualified."

Vendor may enter pricing online at the WVOASIS vendor self-service portal, but documentation for the needed information contained on the pricing page concerning Vendor contact information and References must still be submitted.

2. Vendor Preference certificate – Subdivision 7 It says "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." We are a certified Minority & Women owned business certified from NMSDC, CPUC and State of VA. Do we qualify for this preference? If No do we still need to submit this form if we do not qualify for the preference?

A.2 Vendor's are to complete the Vendor Preference certificate if any of the sections apply to your business. 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. The form does not have to be completed if the vendor does not qualify for the preference.

3. Supplemental Information Can we submit a document with a cover letter or supplemental information for demonstrating our experience and capabilities?

3.1 Yes.

4. Registration Can we pay the registration fee \$125 upon receiving the award notification?

A.4. Registration within WVOASIS and the paid fee of \$125.00 must be completed prior to award.

INSTRUCTIONS TO VENDORS SUBMITTING BIDS, Section 13 states

"13. REGISTRATION: Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable."

Q.5. Local Preference Do you have a local Preference?

A.5 No.

Q.6. Awards How many awards do you intend to make for this opportunity?

A. 6 Information is provided on Attachment A Pricing Page and within the Specifications Section 5.1 Contract Award:

Attachment A Pricing Page states,

"Evaluation and Award Criteria: This is a progressive award contract and the award will be made to the Vendors with the lowest Grand Total Cost to the highest Grand Total (respectively) meeting the required mandatory specifications. Example: Lowest will be Vendor "A", second lowest will be Vendor "B" and so on. Use of this contract will work the same. Agency must contact the lowest bid first and if they cannot provide the agency needs within the time frame allowed in the attached specifications, Agency will then contact the next lowest bidder and so on, until one of the vendors awarded the contract, can cover the immediate needs."

Section 5.1 Contract Award states,

'The Contract will be a progressive award with multiple vendors. A progressive award will be made as low bid will be vendor "A", the next lowest vendor will be vendor "B" until all successful vendors have been assigned from lowest bid to the highest bid and the facility will utilize the contracts low bid to high when locating an available worker. As a progressive award contract, the award will be made to the Vendors with the lowest Grand Total Cost to the highest Grand Total (respectively) meeting the required mandatory specifications. Example: Lowest will be Vendor "A", second lowest will be Vendor "B" and so on. Use of this contract will work the same. Agency must contact the lowest bid first and if they cannot provide the agency needs within the time frame allowed in the attached specifications, Agency will then contact the next lowest bidder and so on, until one of the vendors awarded the contract, can cover the

immediate needs. Each vendor will be notified in specific order according to the Alpha character when the facility needs a worker. If the low bid (Vendor A) cannot provide the needs of the Facility at the requested time, the second low bid (Vendor B) will be contacted and then the next low bid, etc. The facility will allow 48 hours for vendor to determine if they will be able to meet our needs.”

7. RFQ Specifications 4.1.1.5 MLT(s) must perform minor maintenance and calibrations of diagnostic equipment – can you please elaborate on this skill?

A.7 Must perform daily, weekly, monthly maintenance on Dimensions, Coulters, Sysmexs, Clinitek, cell washer, and plasma thawer. Must perform chemistry calibrations on analytes as they are needed.

8. Instructions to Vendors Submitting Bids – General Terms and Conditions: 7. Required Documents-License(s)/Certifications/Permits - Are you requesting supporting documents with resumes to accompany bid prior to award?

A. 8 Documents-Licenses/Certifications/Permits will be required upon request. Facility will notify the successful vendor of the number and specialty of the staff needed for an assignment and the estimated length of the assignment.

9. Is a vendor currently providing these services?

A.9 Yes, we currently have three vendors

10. If there is a vendor currently providing these services, are you able to provide the name of the vendor, as well as current pay/bill rate information?

A. 10 Vendor A SAUNDERS STAFFING INC.

Temporary Staffing of Medical Laboratory Technicians (MLT) (Regular Hours)-\$29.82 Per Hour

Temporary Staffing of Medical Laboratory Technicians (MLT) (Overtime Hours)-\$28.14 Per Hour

Temporary Staffing of Medical Laboratory Technicians (MLT) (Holiday Hours)-\$59.64 Per Hour

Temporary Staffing of Medical Technologist (MT) (Regular Hours)-\$46.86 Per Hour

Temporary Staffing of Medical Technologist (MT) (Overtime Hours)-\$67.81 Per Hour

Temporary Staffing of Medical Technologist (MT) (Holiday Hours)-\$93.72 Per Hour

Permanent Placement Fee* Medical Laboratory Technicians (MLT)-\$2,800.00 per Placement

Permanent Placement Fee* Medical Laboratory Technologist (MT)-\$5,000.00 per Placement

A.10 Vendor B VTECH SOLUTIONS INC.

Temporary Staffing of Medical Laboratory Technicians (MLT) (Regular Hours)-\$35.00 Per Hour
Temporary Staffing of Medical Laboratory Technicians (MLT) (Overtime Hours)-\$52.50 Per Hour
Temporary Staffing of Medical Laboratory Technicians (MLT) (Holiday Hours)-\$35.00 Per Hour
Temporary Staffing of Medical Technologist (MT) (Regular Hours)-\$45.00 Per Hour
Temporary Staffing of Medical Technologist (MT) (Overtime Hours)-\$67.50 Per Hour
Temporary Staffing of Medical Technologist (MT) (Holiday Hours)-\$45.00 Per Hour
Permanent Placement Fee* Medical Laboratory Technicians (MLT)-\$12,096.00 per Placement
Permanent Placement Fee* Medical Laboratory Technologist (MT)-\$15,552.00 per Placement

A.10 Vendor C WORLDWIDE TRAVEL STAFFING LTD

Temporary Staffing of Medical Laboratory Technicians (MLT) (Regular Hours)-\$65.00 Per Hour
Temporary Staffing of Medical Laboratory Technicians (MLT) (Overtime Hours)-\$65.00 Per Hour
Temporary Staffing of Medical Laboratory Technicians (MLT) (Holiday Hours)-\$65.00 Per Hour
Temporary Staffing of Medical Technologist (MT) (Regular Hours)-\$65.00 Per Hour
Temporary Staffing of Medical Technologist (MT) (Overtime Hours)-\$65.00 Per Hour
Temporary Staffing of Medical Technologist (MT) (Holiday Hours)-\$65.00 Per Hour
Permanent Placement Fee* Medical Laboratory Technicians (MLT)-\$5,000.00 per Placement
Permanent Placement Fee* Medical Laboratory Technologist (MT)-\$5,000.00 per Placement

11. If we provide resumes of staff that meet the qualifications for the temporary staffing positions, must we use those staff if awarded the contract or can we use other staff (are substitutions allowed)?

A.11 Facility will notify the successful vendor of the number and specialty of the staff needed for an assignment and the estimated length of the assignment. Successful vendor will have 48 hours (2 days) to respond to our initial contact requesting staffing, vendor must provide the Facility a list of potential candidates for staffing needed at the Facility within 72 hours (3 days) of the initial notification of need. Vendor will then provide documentation for each candidate within the 3-day notification period. Facility will after the 3-day period conduct interviews, review their certifications, and at that time we will determine which applicants we would offer a staffing position.

12. Can you confirm the number of staff required?

A.12. Four (4) any combination of MTs and/or MLTs.

WV STATE GOVERNMENTHIPAA BUSINESS ASSOCIATE ADDENDUM

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

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

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

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

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

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

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

2. Permitted Uses and Disclosures.

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

3. Obligations of Associate.

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

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

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

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

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

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

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

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

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

4. Addendum Administration.

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

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

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

5. General Provisions/Ownership of PHI.

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

AGREED:

Name of Agency: Welch Community Hospital

Name of Associate: Leo R. Blatz

Signature: _____

Signature: Leo R. Blatz

Title: C.E.O.

Title: Chief Executive Officer

Date: _____

Date: 2/15/2017

Form - WVBA-012004
Amended 06.26.2013

APPROVED AS TO FORM THIS 26th

DAY OF Jan 20 13

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: Worldwide Travel Staffing, Limited

Name of Agency: WVDHHR/BHHFF/Welch Community Hospital

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

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

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

STATE OF WEST VIRGINIA
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: Worldwide Travel Staffing, Limited

Authorized Signature: *Leah B. Barty* Date: 2/1/2017

State of New York

County of Erie, to-wit:

Taken, subscribed, and sworn to before me this 15 day of February, 2017.

My Commission expires March 26, 2020.

AFFIX SEAL HERE

LISA ANN MIRANDA
NOTARY PUBLIC-STATE OF NEW YORK
NO 01MI6258171
QUALIFIED IN ERIE COUNTY
MY COMMISSION EXPIRES 03-26-2020

NOTARY PUBLIC

L. Miranda

State of West Virginia
VENDOR PREFERENCE CERTIFICATE

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

1. Application is made for 2.5% vendor preference for the reason checked:

- Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,
- Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification;
- 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:

- Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,

3. Application is made for 2.5% vendor preference for the reason checked:

- Bidder is a nonresident vendor 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:

- Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; **or**,

5. Application is made for 3.5% vendor preference who is a veteran for the reason checked:

- Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; **or**,

6. Application is made for 3.5% vendor preference who is a veteran for the reason checked:

- Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

7. Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with **West Virginia Code §5A-3-59 and **West Virginia Code of State Rules**.**

- Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) 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: Worldwide Travel Staffing Limited

Signed: 

Date: 2/15/2017

Title: C.E.O



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/7/2016

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 endorsement(s).

PRODUCER M & T Insurance Agency, Inc. 285 Delaware Avenue, Ste 4000 Buffalo NY 14202	CONTACT NAME: Commercial Department PHONE (A/C, No, Ext): E-MAIL ADDRESS: CLSERVICING@mtb.com	FAX (A/C, No): 855-595-4605
	INSURER(S) AFFORDING COVERAGE	
INSURED Worldwide Travel Staffing Limited 2829 Sheridan Drive Tonawanda NY 14150	INSURER A: Zurich American Ins Co	NAIC # 16535
	INSURER B: QBE Insurance Corp	NAIC # 39217
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

CERTIFICATE NUMBER: 1417307519

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.

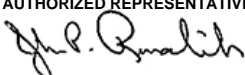
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Blkt Contractual <input checked="" type="checkbox"/> oral/written GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			PRA9699488-04	7/7/2016	7/7/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			PRA9699488-04	7/7/2016	7/7/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			UMB946755504	7/7/2016	7/7/2017	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY 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	N/A	QWC3000820	7/7/2016	7/7/2017	<input checked="" type="checkbox"/> PER STATUTE <input 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
A	Professional Liab. Claims Made RETRO 7/7/05			PRA9699488-04	7/7/2016	7/7/2017	Each Acc 1,000,000 Aggregate 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Requisition # BHS14022. State of West Virginia is listed as additional insured under the general liability and professional liability coverage if required by written contract.

CERTIFICATE HOLDER

CANCELLATION

State of West Virginia Dept. of Admin. Purch Dept. P.O. Box 50130 2019 Washington St., East Charleston, WV 25306-0130	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 
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