



14 Chenoweth Dr, Bridgeport, WV
P.O. Box 4070
Clarksburg, WV 26302
Phone (304) 623-5777
Fax (304) 623-6044
Website: www.usnursingnetwork.com

FACSIMILE COVER SHEET

Date: 03/27/2017

To: BID CLERK/Purchasing Division

Company: WV Purchasing Division

Fax # 304-558-3970

From: Jennifer Arbonaise

Phone 304-623-5777

Fax 304-623-6044

Pages: 4/6 (including cover)

Message:

Attached please find documents required for:

Solicitation #CRFQ 0613 VNF17000006

Buyer Name: Crystal Rink

BID Opening: March 28, 2017 1:30pm

03/28/17 08:21:45
WV Purchasing Division

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ VNF1700000006

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.

U.S. Nursing Network, Inc.
Company

Jennifer Orbonause
Authorized Signature

03/25/2017
Date

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

Mar 28 2017 12:28am P003
 03/27/2017 23:41 #646 P.003/046

Exhibit A				
CRFQ VNF170000006				
Direct Care Nursing Staffing Bid Sheet				
Item No.	Description Of Services	Estimated Hours Per Week	Regular Hourly Rate	Total Hourly Rate
<u>Registered Nurse Shifts</u>				
1	6 am - 2 pm			
2	2 pm - 10 pm	680	38.00	\$ 25,840. ⁰⁰
3	10 pm - 6 am	900	38.00	\$ 34,200. ⁰⁰
4	Holiday(s) New Year's Eve, New Year's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving Day, Christmas Eve and Christmas Day	380	38.00	\$ 14,440. ⁰⁰
5	Overtime	312	57.00	\$ 17,784. ⁰⁰
		13	57.00	\$ 741. ⁰⁰
<u>Licensed Practical Nurse Shifts</u>				
6	6:30 am - 8:00 pm			
7	6:30 pm - 8:00 am	756	32.50	\$ 24,570. ⁰⁰
8	Holiday(s) New Year's Eve, New Year's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving Day, Christmas Eve and Christmas Day	756	32.50	\$ 24,570. ⁰⁰
9	Overtime	112	48.75	\$ 5,460. ⁰⁰
		13	48.75	\$ 633. ⁷⁵
<u>Certified Nursing Assistant Shifts</u>				
10	7 am - 3 pm			
11	3 pm - 11 pm	840	22.50	\$ 18,900. ⁰⁰
12	11 pm - 7 am	840	22.50	\$ 18,900. ⁰⁰
13	Holiday(s) New Year's Eve, New Year's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving Day, Christmas Eve and Christmas Day	672	22.50	\$ 15,120. ⁰⁰
14	Overtime	312	33.75	\$ 10,530. ⁰⁰
		13	33.75	\$ 438. ⁷⁵
			Grand Total	\$ 212,127. ⁵⁰

Vendor Information	
Name/Title	U.S. Nursing Network I. Jennifer Arbonase, President
Phone	304-623-5777
Fax	304-623-4172
Email	jennifer@usnursingnetwork.com



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

State of West Virginia
Request for Quotation
26 - Medical

Proc Folder: 309413

Doc Description: ADDENDUM 1 DIRECT CARE STAFFING

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2017-03-20	2017-03-28 13:30:00	CRFQ 0613 VNF1700000006	2

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

VENDOR
Vendor Name, Address and Telephone Number:

U.S. Nursing Network Inc
P.O. Box 4070
Clarksburg WV 26302
304-623-5777

FOR INFORMATION CONTACT THE BUYER

Crystal Rink
(304) 558-2402
crystal.g.rink@wv.gov

Signature X

Crystal Rink

FEIN # 562245304

DATE 03/25/17

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

THE STATE OF WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA VETERANS NURSING FACILITY, IS SOLICITING BIDS TO ESTABLISH AN OPEN-END CONTRACT FOR DIRECT CARE STAFFING PER THE ATTACHED.

DIVISION OF VETERANS AFFAIRS 1 FREEDOMS WAY CLARKSBURG WV26301 US		DIVISION OF VETERANS AFFAIRS 1 FREEDOMS WAY CLARKSBURG WV 26301 US	
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	REGISTERED NURSE 6 AM TO 2 PM	680.00000	HOUR	38.00	\$25,840. ⁰⁰

Comm Code	Manufacturer	Specification	Model #
85101601			

Extended Description :
PLEASE SEE ATTACHED SPECS FOR MORE DETAILS

DIVISION OF VETERANS AFFAIRS 1 FREEDOMS WAY CLARKSBURG WV26301 US		DIVISION OF VETERANS AFFAIRS 1 FREEDOMS WAY CLARKSBURG WV 26301 US	
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	REGISTERED NURSE 2PM TO 10 PM	900.00000	HOUR	38.00	\$34,200. ⁰⁰

Comm Code	Manufacturer	Specification	Model #
85101601			

Extended Description :
PLEASE SEE ATTACHED SPECS FOR MORE DETAILS

DIVISION OF VETERANS AFFAIRS 1 FREEDOMS WAY CLARKSBURG WV26301 US		DIVISION OF VETERANS AFFAIRS 1 FREEDOMS WAY CLARKSBURG WV 26301 US	
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	REGISTERED NURSE 10 PM TO 6 AM	380.00000	HOUR	\$38.00	\$14,440.00

Comm Code	Manufacturer	Specification	Model #
85101601			

Extended Description :
 PLEASE SEE ATTACHED SPECS FOR MORE DETAILS

INVOICE TO		SHIP TO	
DIVISION OF VETERANS AFFAIRS 1 FREEDOMS WAY		DIVISION OF VETERANS AFFAIRS 1 FREEDOMS WAY	
CLARKSBURG	WV26301	CLARKSBURG	WV 26301
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	REGISTERED NURSE HOLIDAY PAY	312.00000	HOUR	\$57.00	\$17,784.00

Comm Code	Manufacturer	Specification	Model #
85101601			

Extended Description :
 PLEASE SEE ATTACHED SPECS FOR MORE DETAILS

INVOICE TO		SHIP TO	
DIVISION OF VETERANS AFFAIRS 1 FREEDOMS WAY		DIVISION OF VETERANS AFFAIRS 1 FREEDOMS WAY	
CLARKSBURG	WV26301	CLARKSBURG	WV 26301
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	REGISTERED NURSE OVERTIME	13.00000	HOUR	\$57.00	\$741.00

Comm Code	Manufacturer	Specification	Model #
85101601			

Extended Description :
 PLEASE SEE ATTACHED SPECS FOR MORE DETAILS

INVOICE TO:		SHIP TO:	
DIVISION OF VETERANS AFFAIRS 1 FREEDOMS WAY		DIVISION OF VETERANS AFFAIRS 1 FREEDOMS WAY	
CLARKSBURG	WV26301	CLARKSBURG	WV 26301
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	LICENSED PRACTICAL NURSE 6:30 AM TO 8:00 PM	756.00000	HOUR	\$ 32.50	\$ 24,570.00

Comm Code	Manufacturer	Specification	Model #
85101601			

Extended Description :
 PLEASE SEE ATTACHED SPECS FOR MORE DETAILS

INVOICE TO:		SHIP TO:	
DIVISION OF VETERANS AFFAIRS 1 FREEDOMS WAY		DIVISION OF VETERANS AFFAIRS 1 FREEDOMS WAY	
CLARKSBURG	WV26301	CLARKSBURG	WV 26301
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	LICENSED PRACTICAL NURSE 6:30 PM TO 8:00AM	756.00000	HOUR	\$ 32.50	\$ 24,570.00

Comm Code	Manufacturer	Specification	Model #
85101601			

Extended Description :
 PLEASE SEE ATTACHED SPECS FOR MORE DETAILS

INVOICE TO:		SHIP TO:	
DIVISION OF VETERANS AFFAIRS 1 FREEDOMS WAY		DIVISION OF VETERANS AFFAIRS 1 FREEDOMS WAY	
CLARKSBURG	WV26301	CLARKSBURG	WV 26301
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	LICENSED PRACTICAL NURSE HOLIDAY PAY	112.00000	HOUR	\$ 48.75	\$ 5,460.00

Comm Code	Manufacturer	Specification	Model #
85101601			

Extended Description :
PLEASE SEE ATTACHED SPECS FOR MORE DETAILS

INVOICE TO		SHIP TO	
DIVISION OF VETERANS AFFAIRS 1 FREEDOMS WAY		DIVISION OF VETERANS AFFAIRS 1 FREEDOMS WAY	
CLARKSBURG	WV26301	CLARKSBURG	WV 26301
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
9	LICENSED PRACTICAL NURSE OVERTIME PAY	13.00000	HOUR	\$ 48.75	\$ 633.75

Comm Code	Manufacturer	Specification	Model #
85101601			

Extended Description :
PLEASE SEE ATTACHED SPECS FOR MORE DETAILS

INVOICE TO		SHIP TO	
DIVISION OF VETERANS AFFAIRS 1 FREEDOMS WAY		DIVISION OF VETERANS AFFAIRS 1 FREEDOMS WAY	
CLARKSBURG	WV26301	CLARKSBURG	WV 26301
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
10	CERTIFIED NURSING ASSISTANT 7AM TO 3 PM	840.00000	HOUR	\$ 22.50	\$ 18900.00

Comm Code	Manufacturer	Specification	Model #
85101601			

Extended Description :
PLEASE SEE ATTACHED SPECS FOR MORE DETAILS

From:

INVOICE TO		SHIP TO	
DIVISION OF VETERANS AFFAIRS 1 FREEDOMS WAY		DIVISION OF VETERANS AFFAIRS 1 FREEDOMS WAY	
CLARKSBURG	WV26301	CLARKSBURG	WV 26301
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
11	CERTIFIED NURSING ASSISTANT 3 PM TO 11 PM	840.00000	HOUR	\$ 22.50	\$ 18,900.00

Comm Code	Manufacturer	Specification	Model #
85101601			

Extended Description :
PLEASE SEE ATTACHED SPECS FOR MORE DETAILS

INVOICE TO		SHIP TO	
DIVISION OF VETERANS AFFAIRS 1 FREEDOMS WAY		DIVISION OF VETERANS AFFAIRS 1 FREEDOMS WAY	
CLARKSBURG	WV26301	CLARKSBURG	WV 26301
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
12	CERTIFIED NURSING ASSISTANT 11 PM TO 7 AM	672.00000	HOUR	\$ 22.50	\$ 15,120.00

Comm Code	Manufacturer	Specification	Model #
85101601			

Extended Description :
PLEASE SEE ATTACHED SPECS FOR MORE DETAILS

INVOICE TO		SHIP TO	
DIVISION OF VETERANS AFFAIRS 1 FREEDOMS WAY		DIVISION OF VETERANS AFFAIRS 1 FREEDOMS WAY	
CLARKSBURG	WV26301	CLARKSBURG	WV 26301
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
13	CERTIFIED NURSING ASSISTANT HOLIDAY PAY	312.00000	HOUR	\$ 33.75	\$ 10,530.00

Comm Code	Manufacturer	Specification	Model #
85101601			

Extended Description :
 PLEASE SEE ATTACHED SPECS FOR MORE DETAILS

SHIP FROM		SHIP TO	
DIVISION OF VETERANS AFFAIRS 1 FREEDOMS WAY		DIVISION OF VETERANS AFFAIRS 1 FREEDOMS WAY	
CLARKSBURG	WV26301	CLARKSBURG	WV 26301
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
14	CERTIFIED NURSING ASSISTANT OVERTIME PAY	13.00000	HOUR	\$ 33.75	\$ 438.75

Comm Code	Manufacturer	Specification	Model #
85101601			

Extended Description :
 CERTIFIED NURSING ASSISTANT
 OVERTIME PAY

SCHEDULE OF EVENTS

Line	Event	Event Date
1	VENDOR QUESTION DEADLINE	2017-03-15

From:

VNF170000006	Document Phase Draft	Document Description ADDENDUM 1 DIRECT CARE STAFFING	Page 8 of 8
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

SOLICITATION NUMBER: CRFQ VNF170000006
Addendum Number: 1

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

Applicable Addendum Category:

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

Description of Modification to Solicitation:

1. To extend bid opening date to March 28, 2017 at 1:30 PM EST
2. To provide BAA that was inadvertently excluded from the original solicitation documents
3. To provide answers to vendor questions

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

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

From:

Mar 28 2017 12:30am P013
03/27/2017 23:43 #646 P.013/046

ATTACHMENT A

**DIRECT CARE STAFFING
ADDENDUM 1
QUESTIONS/ANSWER**

Q1. 4.4 The contract states to provide staff for week to week needs. Will this current contract have the needs sent out monthly? Or weekly?

A1. They will be sent out Monthly. Please refer to the example calendar attached in OASIS

Q2. 4.23 The previous contract in place states pay rate is double time for listed holiday needs of Thanksgiving, Christmas and New Year's day only. Will this contract be omitting the double time paid for Holidays in previous awards? It also states added holidays in addition New Year's Eve, Memorial Day, July 4 and Labor day and Christmas Eve? Will all of the above holidays only be paid at time and a half?

A2. All Holidays will be paid at 1.5 OT Rate.

Q3. 4.27 This contract states OT to be paid only after a 40 hour week. Please see 4.3.1.1.1 which states OT to be paid after 8 hour day. Which reference should we go by that would be the correct way to bill for staff? After 8 hours is OT or after 40 hour work week?

A3. OT will be paid after a 40 hour working week. Not sure what you are referencing with 4.3.1.1.1, we were unable to find this in our specifications.

Q4. Only if answer to above is at 40 hours.. LPNs will not have much opportunity unless approved to work OT, currently it states LPN are only able to work 3 - 13hour shift giving them 39 hours in total.

A4. Per 4.27 they may acquire OT as long as approved by DON/ADON

Q5. Do we add the weekend coverage 5.00 per hour additional rate on our rate sheet when bidding? Or do we just have our payroll department automatically add the weekend coverage 5.00 dollar per hour to monthly invoices? Does the \$5.00 represent a stipend? and no overtime weekend pay?

A5. Anything invoiced to the WV VNF must be in writing during the bidding process. The additional \$5.00 is added to their regular hourly amount for weekend pay as an incentive.

Q6. Agency Jumping: There is a lot of time and money spent on placing candidates working. Is there a rule for agency jumping? Will the candidates continued to be allowed to just leave an agency to acquire a different rate of pay somewhere else without approval? Can something be done about this if it is continuing this way?

A6. WV VNF has no provision for agency jumping.

Q7. 4.23 Do the contractors get paid for holidays if they do not work on each of the holidays?

A7. They will get paid time and a half for any holiday worked. There is not a limit to what number of holidays staff need to work.

Q8. In the past the contracts awards determined who would get scheduling first. How will this contract determine how the scheduling will be in the staffing order, if multiple vendors are awarded?

A8. If multiple vendors are awarded, it will be in order of lowest to highest bidder for that specified position. If lowest bidder cannot provide, the agency will move to the next lowest bidder and so on.

Q9. (#4.14) Some staff drive from an hour away to work at WVVNF and due to child care or weather or other circumstances may not be able to make it to every single 20-30 minute meeting; therefore, could we not continue receiving meeting agendas and/or minutes at the agency office and obtain staff signatures verifying their understanding of the information provided?

A9. No, according to 4.14 all staff must attend the meetings. There will no longer be meeting agendas and/or minutes sent to the agency offices.

Q10. (#4.18) If at all possible, agency needs Kronos/Timesheets by Tuesday at noon instead of Wednesday at noon, so that our employees may continue being paid weekly. Our payroll must be in to Payroll Company by Thursday (Wed. on holiday week) so that direct deposits hit employee accounts on Friday.

A10. No, Timesheets will be submitted weekly by Wednesday at noon as per 4.18.

Q11. (#4.19) Our agency policy regarding call-offs requires that all staff needing to call-off must call off to the agency representative on call, not directly to the facility, because we need to be aware of staff trying to call off unexcused and we always try to replace the call-off before calling the facility, so that we can alert them of the call off and provide a replacement at the same time. In trying to remain in compliance with all specifications of the contract, agency staff on call will be the person calling off any call-offs to the supervisor.

It is understood that this should be acceptable since #4.20 states that schedule changes must be communicated from agency via email or text to the DON/ADON designee two hours prior to scheduled shift.

A11. 4.20 Covers changes to monthly schedule. Call offs will be handled according to 4.19 in the specifications.

Q12. (#4.22) Agency will do everything possible to cover all Saturdays/Sundays each month. Agency cannot force staff to pick up and cannot guarantee all shifts covered especially if only 8-hour shifts are permitted.

A12. According to section 4.22 Contracted staff must cover all Saturdays and Sundays each month.

Q13. (#4.27) In regard to the scheduling of shifts, we have always been allowed to book 12-hour shifts for aides if we have a 12-hour shift to back it up. For instance, if we have someone willing to work 7a-7p instead of just 7a-3p, the DON would allow this as long as we had an 11p-7a person stretch to a 7p-7a to back them up. This would then cover a 3p-11p shift by stretching the day/night staff both to 12's instead of just 8's. We will not have nearly as many staff willing to work in a facility that no longer allows 12-hour shifts.

A13. According to 4.27 "No *prescheduling* of 12 or 16 hour shifts." This means it will not be on the schedule. However, with DON/ADON approval it is possible to have a 12 hour shift.

Q14. Under General Terms & Conditions, (#15) do all agencies have to accept the P-Card? This costs us extra money to process credit card payments and will impact our bid amount. Will this even be possible, if invoices are at times over \$15,000-\$20,000 per week?

A14. Upon request from the WV VNF orders below \$2,500.00 could be processed through the PCard Process. However, in most instances, the Vendor will be issued a check through the wvOASIS system.

Q15. Who is/are the Incumbent(s)?

A15. Requesting copies of previously awarded contracts, other solicitations, or documents related to previous contracts through the question and answer process included in this solicitation is not appropriate. Requests for documentation of this nature can be obtained by interested parties through a Freedom of Information Act request.

Q16. What is the Annual Spend/Hours?

A16. Refer to answer A15.

Q17. What are the current Bill Rates for RN, LPN & NA?

A17. Refer to answer A15.

From:

Q18. 4.4 "Successful vendor must provide healthcare staffing as requested by the Facility to be compatible with week-to-week needs, this to include all weekends and holidays. Assignments also may be for specified periods of times as agreed upon in writing. All schedules must be submitted in the attached calendar format only." Can you confirm how the needs will be sent to the vendor(s)? Monthly? To all vendors at one time; if multiple vendors are awarded?

A18. These will be sent via email on a monthly basis. If multiple vendors are awarded, it will be in order of lowest to highest bidder for that specified position. If lowest bidder cannot provide, the agency will move to the next lowest bidder.

Q19. 4.16 States that "All new staffing agency employees are required to have a 30 hour Alzheimer's Training provided by the WV Veterans Nursing Facility"; additionally, an 8 hour recertification shall be done annually. Can you confirm if this is paid for?

A19. Yes, the certification and recertification is paid for.

Q20. Can you tell me the "length of time" a staff member needs to be away from the facility to be considered "New" and have to go through a 30 hour Alzheimer's Training class vs. a recertification?

A20. Certification is to be renewed annually. Anyone who does not have a current recertification would be required to attend the 30 hour certification training.

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/agencyii.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.
- i. **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/agencyi.htm and,

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

6. 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.

From:

AGREED:

Name of Agency: WV VETERANS NURSING FACILITY Name of Associate: U.S. Nursing Network

Signature: _____ Signature: Joseph Arden

Title: _____ Title: President

Date: _____ Date: 03/25/17

Form - WVBA-012004
Amended 08.28.2013

APPROVED AS TO FORM THIS 26th
DAY OF Jun 20 17
Patrick Morrisey
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: US Nursing Network

Name of Agency: WV Veterans Nursing Facility

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

PHI is any information that could or would be communicated electronically, verbally, or written that contained resident information. This information would include, but not limited to, treatment, medications, diagnosis, and personal information such as birthdates, social security numbers, phone numbers, trust fund balances, family contact information, and monthly assessment costs.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: VNF1700000006

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.

U.S. Nursing Network Inc
Company

Jennifer Allen
Authorized Signature

03/25/17
Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.
Revised 6/8/2012

**REQUEST FOR QUOTATION
CRFQ VNF1700000006
Direct Care Staffing Services**

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of WV Veterans Nursing Facility to establish an open-end, multiple award contract for Registered Nurse(s), Licensed Practical Nurse(s), Health Services Worker(s) (Certified Nursing Assistant) to comply with staffing needs of the State owned and operated facility.

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 Item"** means the list of items identified in Section 3, Subsection 1 below.
 - 2.2 **"Pricing Pages"** means the schedule of prices, estimated order quantity, and totals attached hereto as Exhibit A and used to evaluate the RFQ.
 - 2.3 **"Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
 - 2.4 **"DON"** means Director of Nursing
 - 2.5 **"ADON"** means Assistant Director of Nursing
 - 2.6 **"RN"** means Registered Nurse.
 - 2.7 **"LPN"** means Licensed Practical Nurse.
 - 2.8 **"CNA"** means Certified Nursing Assistant and also refers to HSW.
 - 2.9 **"HSW"** means Health Services Worker and also refers to CNA.
 - 2.10 **"Agency"** means West Virginia Veterans Nursing Facility
 - 2.11 **"Staffing Agency"** means the awarded vendor.

REQUEST FOR QUOTATION
CRFQ VNF1700000006
Direct Care Staffing Services

- 3. QUALIFICATIONS:** Vendor must provide the following documentation 14 days prior to beginning employment. No Staff will be allowed to begin employment until this documentation is provided and verified by the WV Veterans Nursing Facility. See Attachment A checklist.
- 3.1.** RN's must hold a valid WV Registered Nurse License.
 - 3.2.** LPN's must hold a valid WV Licensed Practical Nurse License.
 - 3.3.** CNA's must hold a valid Certification as a WV Certified Nurse Assistant.
 - 3.4.** Must have knowledge of Federal & State Long Term Care (LTC) regulations.
 - 3.5.** Must have a current Cardiopulmonary Resuscitation (CPR) Card.
- 4. GENERAL REQUIREMENTS: Contract Items and Mandatory Requirements:** Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.
- 4.1 Registered Nurses Services:** Vendor shall provide documentation to the WVVNF facility prior to being placed in facility for work, background checks through WV Cares and drug screenings along with a competency assessment which includes age-specific and cultural competencies for services provided for resident. RN(s) must have at least (1) year of working experience in the area assigned. Completed application or resume as proof of experience.
 - 4.1.1** RN(s) must be licensed and is good standing with the West Virginia Board of Nurses.
 - 4.1.2** RN(s) could oversee the work of other (RN's), (LPN's), (CNA's), as assigned.
 - 4.1.3** RN(s) must participate in Interdisciplinary Care Plan Team Meetings to develop Individualized Care/Treatment Plans, direct consultations, receive and give recommendations to and from other disciplines to maximize care of resident as requested.
 - 4.1.4** RN(s) must administer medications as prescribed by treating Physician(s).

**REQUEST FOR QUOTATION
CRFQ VNF1700000006
Direct Care Staffing Services**

- 4.1.5 RN(s) must ensure documentation into patient's electronic medical records or paper chart are entered in a timely manner per the policies, procedures and common practices of the facility. Proper methods of documentation will be discussed in greater detail during the facility orientation.**
- 4.1.6 RN(s) must oversee all medical related emergencies.**
- 4.1.7 RN(s) will provide for the emotional and physical comfort and safety of the residents.**
- 4.1.8 RN(s) must respond to inquiries of family members, advocates and other interested parties, ensuring adherence to the State and Federal Confidentiality Laws, and the HIPPA Regulations.**
- 4.1.9 RN(s) must adhere to the mandatory overtime policy and guidelines set by the facility.**
- 4.1.20 If an RN is sent in to replace a LPN or a CNA, they must be billed and paid LPN or CNA wages for that shift.**

4.2 Licensed Practical Nurse(s) Services

- 4.2.1 LPN(s) must be licensed and in good standing with the West Virginia Board of Nurses.**
- 4.2.2 LPN(s) must assist professional nursing and medical staff in providing direct nursing care to patients, including medical treatments, administering medications, giving injections, and assisting in care planning and recording.**
- 4.2.3 LPN(s) must take and record temperatures, blood pressure, pulse and respirations; collect specimens for testing; administer medication according to the Physician Order.**
- 4.2.4 LPN(s) must ensure documentation into patient's electronic medical records or paper chart are entered in a timely manner per the policies, procedures and common practices of the facility. Proper methods of documentation will be discussed in greater detail during the facility orientation.**
- 4.2.5 LPN(s) must screen residents and record medical information; assist physician and registered nurse in examinations and treatments; set up and**

**REQUEST FOR QUOTATION
CRFQ VNE170000006
Direct Care Staffing Services**

clean examination area; give injections and immunizations; instruct residents in the use of medications and possible side effects.

4.2.6 LPN(s) will provide for the emotional and physical comfort and safety of the residents.

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

4.2.8 LPN(s) must respond to inquiries of family members, advocates and other interested parties to ensure adherence to State and Federal Confidentiality Laws and the HIPPA regulations.

4.2.9 LPN(s) must adhere to the mandatory overtime policy and guidelines set by the facility.

4.2.10 If an LPN is sent to replace a CNA they must be billed and paid CNA wages for that shift.

4.3 Certified Nursing Assistant Services

4.3.1 CNA(s) must be certified and in good standing with the West Virginia Nurse Aide Registry.

4.3.2 CNA(s) will be responsible for direct care services to residents in a Nursing Home Long Term Care Setting.

4.3.3 CNA(s) must provide support and assistance with daily activities as directed by supervisor.

4.3.4 CNAs must adhere to the mandatory overtime policy and guidelines set by the facility.

4.3.5 CNAs must have a high school diploma or GED.

4.3.6 CNA's must ensure timely documentation into resident's electronic medical records or the paper chart, per the policies, procedures and common practice of the facility. Detailed information will be discussed in greater detail during the facility orientation.

4.4 Successful vendor must provide healthcare staffing as requested by the Facility to be compatible with week-to-week needs, this to include all weekends and holidays.

REQUEST FOR QUOTATION
CRFQ VNF170000006
Direct Care Staffing Services

assignments also may be for specified period of times as agreed upon in writing. All schedules must be submitted in the attached calendar format only.

- 4.5 Successful vendor must provide hourly rates that are inclusive of all federal, State and local withholding taxes, social security and Medicare taxes, as well as all unemployment compensation, workers compensation, general and professional liability premiums.
- 4.6 Successful vendor shall provide the Facility with information on each healthcare staff member according to the state and federal standards, including applications and WV Cares background check. The information must be submitted to the Agency before the staff member reports to work and must be sent to the facility along with the following: CPR Certification, references, confidentiality agreement, and other requested documents, such as current physical examination, immunization records, negative 13-panel drug screening and licensure confirmation. No nurse providing services to the Facility under this agreement will have been investigated and substantiated by the Board of Nursing or currently subject to discharge results from an investigation by the Board of Nursing.
- 4.7 Successful vendor and healthcare staff must comply with all Agency/Facility policies and procedures.
- 4.8 Successful vendor shall ensure the following regarding the staff to be provided. This documentation is to be to the DON 14 days prior at beginning employment. No staff will be allowed to begin employment until this documentation is provided and verified by the WV Veterans Nursing Facility. Checklist is provided in the attachments.
- 4.8.1 Has completed the required training and education for the position in which the vendor's employee has been submitted for.
 - 4.8.2 The Vendor's employee possess a valid certification and/or professional license with the State of West Virginia for the position the employee is being submitted.
 - 4.8.3 Meet current Agency immunization requirements for purified protein derivative (PPD) and Hepatitis B Series. Upon request, vendor must provide copies of immunization results.

REQUEST FOR QUOTATION
CRFQ VNF1700000006
Direct Care Staffing Services

- 4.9** If Agency requests a CNA and a Registered Nurse and/or Licensed Practical Nurse is provided instead, the Agency will only agree to pay CNA rate. If an LPN is requested and a Registered Nurse is provided instead, the Agency will only agree to pay LPN rate.
- 4.10** Vendor will agree to provide required number of staff needed for a shift or/and assignment at least two (2) hours prior to the start of the shift or assignment to be worked. If a staffing agency's employee calls off, that staffing agency must fill the shift.
- 4.11** All agency staff are required to cooperate fully with any investigators without any delay.
- 4.12** All employees must adhere to the policies and procedures of our facility, including attendance, tardiness and mandation. Facility will discipline staff per our policy and procedures. All disciplinary actions given by the facility will be sent to the staffing agency.
- 4.13** WV Veterans Nursing Facility will pay the Agency for Lunch breaks.
- 4.14** All staffing agency's employees must attend mandatory meetings and in-services. If staff miss more than (2) meetings per year they will be asked not to return.
- 4.15** All employee paperwork must be sent to and approved by facility prior to an employee beginning orientation.
- 4.16** All new staffing agency employees are required to have 30 hour Alzheimer's Training provided by WV Veterans Nursing Facility. Thereafter, as an annual recertification requirement, employees must also complete (8) hours of Alzheimer's training.
- 4.17** The awarded vendors must provide an employee roster quarterly. The awarded vendor must update all employee personal files annually and a copy sent to the facility.
- 4.18** Employee's timesheets must be sent to the staffing agencies weekly by noon on Wednesday. Timesheet dates will be totaled from Sunday to Saturday. All missing punches will have to be turned into the WV Veterans Nursing Facility weekly by Monday at 4:00 pm. All employees must follow the policy and procedures for punching in and out when leaving the building. This policy will be discussed during the orientation.

**REQUEST FOR QUOTATION
CRFQ VNF170000006
Direct Care Staffing Services**

- 4.19** Employees are to report off personally to the facility and must speak to the RN Supervisor and also call their staffing agency two (2) hours prior to their scheduled shift.
- 4.20** Any schedule changes must be communicated by email or text to DON/ADON or designee two (2) hours prior to scheduled shift.
- 4.21** Employees are to follow the chain of command set forth at our facility. They need to take issues to the LPN, then RN supervisor, then RN unit manager, then the ADON and DON.
- 4.22** Contracted staff must cover ALL Saturdays and Sundays each month. We do not honor any restrictions on lifting or limited hours for contracted staff.
- 4.23** Holidays paid include New Year's Eve, New Year's Day, Memorial Day, July 4, Labor Day, Thanksgiving Day, Christmas Eve, and Christmas Day. The holiday time starts at 12 midnight on the eve and ends at 23:59 on the day. Pay rate will be time and a half for said paid holidays.
- 4.24** Successful vendor must incorporate into the bid all-inclusive fees, any anticipated costs and travel related expenses, administrative and overhead cost.
- 4.25** Facility will not allow any previous employee who was dismissed for disciplinary or performance reasons by a State facility or office to return and work through the staffing vendor.
- 4.26** The vendor shall submit weekly invoices, in arrears, on a weekly basis, to the Business Office at the West Virginia Veterans Nursing Facility for all services provided pursuant to the terms of the contract. For tracking purposes only, the Vendor will provide the Agency a weekly spreadsheet to complete hours worked. These spreadsheets are collected weekly by the Business Office. The Agency reserves the right to reject any or all invoices for which proper documentation has not been provided. The vendor will be notified within ten (10) working days of any invoice deficiencies.
- 4.27** WV Veterans Nursing Facility agrees to pay overtime to the awarded Vendor for RNs, LPNs, and HSWs for hours in excess, as defined as any hours over regular 40 hour schedule per week, will be considered overtime. The vendor/staffing agency will be paid the additional rate listed under the overtime portion on the bid sheet. LPNs shall not exceed more than three (3) thirteen hour shifts per week unless approved by the DON/ADON in writing. This can be by email. Email must be attached to time sheets. An additional \$5.00 per hour will be paid on weekends for

**REQUEST FOR QUOTATION
CRFQ VNF1700000006
Direct Care Staffing Services**

all staffing agency staff providing weekend coverage. No prescheduling 12 or 16 hour shifts. WV Veterans Nursing Facility reserves the right to cancel any shift. It shall notify the Vendor of such cancellation no less than two (2) hours prior to the scheduled start of the shift.

- 4.28 Vendor Shall provide an emergency phone number. This phone number shall serve as a contact that can be reached 24 hours a day 7 days a week. In the event of a no answer, the vendor must return call within thirty (30 minutes).
- 4.29 Upon award of contract, Vendor shall come to the WV VNF to meet all staff and tour the facility.

5. CONTRACT AWARD:

5.1 Contract Award: The Contract is intended to provide Agency with a purchase price for the Contract Services. The Contract shall be awarded to the Vendor that provides the Contract Services meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages. Notwithstanding the foregoing, the Purchasing Division reserves the right to award this contract to multiple vendors if it deems such action is necessary.

5.2 Pricing Page: Vendor should complete the Pricing Page (Exhibit A) by providing the regular hourly rate and multiplying by the estimated hours per week for the total hourly rate for the following positions: RNs, LPNs and CNAs. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

The Pricing pages contain a list of the Contract positions and estimated hours. The estimated hours for each position represent the approximate volume of anticipated hours only. No future use of the contract or any individual item is guaranteed or implied.

5.3 Vendor should type or electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address: Crystal Rink at crystal.g.rink@wv.gov

16. 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.

17. 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.

18. 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.

19. 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.

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

21. 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.

22. 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.

23. 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.

24. 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.

Revised 01/18/2017

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

30. 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.

31. 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>.

32. 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.

33. 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.

34. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

35. 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.

36. 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.

37. 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.

38. 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.

39. 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.

40. 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.

41. 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.

42. 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.

43. 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.

44. 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.

Jennifer Arbonause, President
(Name, Title)
Jennifer Arbonause, President
(Printed Name and Title)
14 Chenoweth Dr / Lower Level
(Address)
304-623-5777 phone / 304-623-4172 (fax)
(Phone Number) / (Fax Number)
jennifer@usnursingnetwork.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.

U.S. Nursing Network, Inc.
(Company)
Jennifer Arbonause, President
(Authorized Signature) (Representative Name, Title)
Jennifer Arbonause, President
(Printed Name and Title of Authorized Representative)
03/25/2017
(Date)
304-623-5777 (ph) / 304-623-4172 (fax)
(Phone Number) (Fax Number)

Attachment B

HSW 7-3		March 2017											
Sunday		Monday		Tuesday		Wednesday		Thursday		Friday		Saturday	
						1		2		3		4	
5		6		7		8		9		10		11	
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Rev. 04/14

State of West Virginia

VENDOR PREFERENCE CERTIFICATE

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

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

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

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

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

Bidder: US Nursing Network Inc.

Signed: _____

Date: 03/25/2017Title: President

RFQ No. VNF1700000006

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: U.S. Nursing Network Inc.

Authorized Signature: [Signature] Date: 03/25/17

State of _____

County of _____, to-wit:

Taken, subscribed, and sworn to before me this _____ day of _____, 20____

My Commission expires _____, 20____.

AFFIX SEAL HERE

NOTARY PUBLIC _____