



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

Header 1

[List View](#)

General Information

[Contact](#)[Default Values](#)[Discount](#)[Document Information](#)[Clarification Request](#)

Procurement Folder: 897576

Procurement Type: Central Master Agreement

Vendor ID: VS0000019712 

Legal Name: ALL AMERICAN HEALTHCARE SERVICES INC

Alias/DBA:

Total Bid: \$1,034,262.00

Response Date: 08/18/2021 

Response Time: 13:06

Responded By User ID: AAHCS12 

First Name: Isabel

Last Name: Doran

Email: isabel@aaahcs.org

Phone: 8622363588

SO Doc Code: CRFQ

SO Dept: 0613

SO Doc ID: VNF2200000001

Published Date: 8/26/21

Close Date: 9/1/21

Close Time: 13:30

Status: Closed

Solicitation Description: Direct Care Nursing Staffing Services 


Total of Header Attachments: 1

Total of All Attachments: 1

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Direct Care Nursing Services				1034262.00

Comm Code	Manufacturer	Specification	Model #
85101601			

Commodity Line Comments:

Extended Description:

Open-end contract for Direct Care Nursing Services



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August 18, 2021

We thank you for extending us the opportunity to submit a bid for **Direct Care - Nursing Staffing Services**. We are proud to be the nation's leading healthcare staffing agency for nursing homes, schools, hospitals, clinics and other facilities. We have been successfully providing nursing services for over 18 years. We are happy to meet your needs for all nursing staff.

We always strive to provide knowledgeable, experienced, clinically proficient and dedicated health care professionals. We assure you of excellent services and look forward to continuing our professional relationship by meeting your growing healthcare challenges.

Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read "Paul Ruderman", with a long horizontal flourish extending to the right.

Paul Ruderman
CEO



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Table of Contents

SECTION ONE:

Cover Letter	4
Quality Assurance Program	7

SECTION TWO:

Company Organization	13
Background and Experience	17
New Jersey Business Registration Certificate	19
Employee Information Report Certificate	20
Certificate of Liability Insurance	21
2020 W-9 Form	22

SECTION THREE:

Response to Specifications	24
Cost Proposal	37

SECTION FOUR:

Purchasing Affidavit	41
HIPAA Business Associate Addendum	43
General Terms & Conditions	51



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SECTION ONE:

Cover Letter	4
Quality Assurance Program	7



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**PROPOSAL FOR:
CRFQ 0613 VNF 2200000001
Direct Care - Nursing Staffing Services**

Date: August 18, 2021

Proposer: All American Healthcare Services, Inc.

Address: 494 Broad Street, Suite 302 Newark, NJ 07102

Telephone: 866 - 629 - 2242

Contact Person: Ivan Espino, Account Management Intern, ivan@aaahcs.org

Type of Business Entity: Subchapter S Corporation

Date Company Established: April 1, 2003

Number of Employees: Approximately 450 Full-Time and 5,000 Part-time

In submitting this Proposal, the Proposer warrants and represents that:

1.
 - a. The Proposer has reviewed and understands the requirements set forth within the Proposal Specifications and, if selected, will carry out all of the duties set forth in such Proposal Specifications.
 - b. All information submitted in response to the Proposal Specifications is accurate and factual and all representations made regarding the Proposer's willingness to provide the required Services are true and correct.
2. Except to the extent expressly set forth on the attachments hereto (if applicable) there have been no material changes in the financial status of the Proposer since the date of the most recent financial data submitted herewith, and such financial information and data fairly and accurately reflects the financial position of the Proposer as of the date of submission and the Proposal.
3. There is no action, suit or proceeding, at law or equity, before or by any court of similar Governmental Body against the Proposer wherein any unfavorable decision, ruling, or finding would adversely affect the ability of the Proposer to carry out duties and obligations imposed upon it in the Contract.
4. The Proposer is duly organized and validly existing in good standing and is duly qualified to transact business in each and every jurisdiction where such qualification is



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required to enable the Proposer to perform its obligations under the Contract. The Proposer has obtained a business registration certificate. The execution of the Contract, and the performance of all obligations hereunder have been authorized by all required action of the Proposer, including any action required by and charter, by-laws, and/or partnership contract, as the case may be, and any Applicable Laws which regulate the conduct of the Proposer's affairs. The execution of the Contract and the performance of all obligations set forth herein do not conflict with and do not constitute a breach of or event of default under any charter, by-laws, and/or partnership contract, as the case may be, of the Proposer or any lease, indenture, mortgage, contract, or instrument to which the Proposer is a party or by which it is bound so that, upon execution hereof and upon satisfaction of the conditions herein contained, the Contract will constitute valid, legally binding obligations of the Proposer, enforceable in accordance with its terms, except to the extent that enforcement thereof is limited by applicable bankruptcy, insolvency, reorganization, moratorium or other laws relating to or limiting creditor's rights generally and the application of the general principles of equity.

5. There is no action, suit or proceeding, at law or in equity, before or by any court or similar Governmental Body against the Proposer wherein an unfavorable decision, ruling, or finding would materially adversely affect the performance by the Proposer of its obligations hereunder or the other transactions contemplated hereby, or which, in any way would materially adversely affect the validity of enforceability of the Contract, or any other contract or instrument entered by Proposer in connection with the transaction contemplated hereby.
6. The Proposer has in its possession valid approvals, registrations, licenses, certifications or permits that, pursuant to applicable federal, state and local laws, permit the Proposer to provide the Services as contemplated in these Proposal Specifications and under and in accordance with the terms of the Contract for the term thereof.
7. The Proposal is submitted pursuant to due authorization by, and is in all respects binding upon, the Proposer.
8. No corporation, partnership, individual or association, officer, director, employee, manager, parent, subsidiary, affiliate or principal shareholder of the Proposer has been adjudicated to be in violation of any state or federal law, charged with or convicted of bribery, fraud, collusion, or any violation of any state or federal Medicare, Medicaid or similar statute, or previously adjudged in contempt of any court order enforcing such laws, been discharged or banned from any public works project or appeared on a debarred, suspended, or disqualified list of any state.



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9. The Proposer has sufficient qualified personnel available to provide the Services on a constant and regular basis during the Term of the Contract.
10. The Proposer is not currently in breach of or in default of any contracts, permits or any other applicable federal, state and local laws and regulations that are necessary for or relate to the Proposer's ability to provide the Services as contemplated in the Proposal Specifications, and the Proposer has obtained all required federal, state, and local permits, licenses, certifications and approvals necessary to provide the same.
11. The Proposer has thoroughly reviewed the procurement process and agrees to participate in good faith in the procurement process as described in the RFP, to adhere to the Authority's project schedule and to execute a Contract that contains the terms set forth herein.
12. The Proposer acknowledges that all costs incurred by it in connection with this submission shall be borne exclusively by the Proposer. Sincerely,

Signature:

A handwritten signature in black ink, appearing to read "Paul Ruderman", written over a horizontal line.

Paul Ruderman, CEO
All American Healthcare Services Inc.



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Quality Assurance Program (QAP)

This strategy devised to ensure quality assurance will be put into effect under this contract. Our strategy has been tailored to meet the needs of the procurement set forth. The intended use of this results driven strategy is to achieve a continued quality service, meeting the demanding needs of supplemental medical staff.

The following will serve as a layout for the communication structure, coordination, and agreement amongst all members involved in providing the services in question.

Employee Hiring and Placement

Applicants are subject to a rigorous screening process to ensure competence and professionalism. In order to qualify for employment at AAHCS, each candidate's experience, skills, references, licensure, and current health certification are reviewed and verified. All candidates must be interviewed by a member of management and complete the following paperwork and tasks before being offered a position with AAHCS:

- General application
- 2 reference checks
- License Verification
- HIPAA Test
- Blood Bourne Pathogen Test (OSHA)
- Any mandatory tests specific to the facility
- Self-Skills Checklist
- Employee Agreement
- Confidentiality Agreement
- Time Sheets Policy
- Call Out Policy
- Substance Abuse Policy
- Elderly abuse policy
- Acknowledgement of health insurance policy
- Acknowledgement of Employee Hand Book
- Orientation



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- In-Service Attendance
- Competency Evaluation
- Professional Liability/Malpractice Insurance
- Copy of Healthcare License
- Copy of CPR Card (LPN/RN)
- PPD-TB Screening (Within one year)
- Physical (Within the last 6 months)
- I-9
- Government issued Photo ID
- Copy of Social Security card
- W-4
- Criminal Background Check
- Pre-Employment Drug Test

Each potential hire must also undergo a Competency Evaluation administered by our clinical supervisor. The Competency Evaluation covers topics including but not limited to:

- Admission and discharge of residents
- Head-to-toe assessment including each body part
- Initial shower and skin assessments
- CPR/AED
- IV Certified/IV Therapy Administration
- Pulse Oximetry
- Tracheostomy Care
- Neuro Check
- Administering oxygen
- Medication Administering/Documenting
- Narcotic Counting
- MAR & TAR signatures
- Psychotropic Charting
- Medicare Charting
- Re-ordering Narcotics
- Backup meds used and faxed
- Ordering lab medication
- Clinical pain management
- Catheter and Foley care



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- Gastronomy tube

Beyond the general process, AAHCS screens applicants on a client by client basis. We evaluate each healthcare professional's individual skills set and previous experience to determine whether he or she is the best possible match for a given client and or setting. In addition, supervisors and other healthcare professionals are required to attend a structured initial orientation at the home to which they will be assigned, ensuring that they will be more comfortable with the environment before beginning tenure there.

Evaluation

In efforts to create a staff that is of high quality and highly competent, our personnel are constantly evaluated during their duration of employment. We perform monthly audits on our employees' files, to ensure that all medical records and licenses are up to date. In addition, we take great care to document any additional educational programs that an employee has completed, which creates a more refined and accurate record of each person's skill set and competence level.

All of our staff is formally evaluated by our Clinical Supervisor on a quarterly basis to ensure that each still meets the standards set by AAHCS.

Employees are also subject to periodic supervisor evaluations, as detailed in the Performance Management portion of our Quality Assurance manual.

Training

AAHCS holds numerous training programs during the year in order to keep our employees up to date on relevant new medical developments as well as to further refine their skills. Programs planned for the year cover a variety of topics, ranging from administrative skills such as Documentation and GT Protocol, to practical skills such as Medication Administration and Wound Care. Overall, our intention is to equip our employees with both nursing/caretaking skills as well as general administrative skills.

Training programs planned for the year include:

- Abuse/Neglect
- Infection Control/Blood Borne Pathogens
- Wound Care



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- Admission Assessments
- Incontinence Training
- Fall Prevention/Documentation
- Responding to Emergencies
- Pain Management
- Sensitivity Training
- CPR Certification
- IV Certification
- State Survey Preparation Training
- Review Facility Fire Safety Procedures

Completion of such training sessions is noted in each employee's record and is taken into account when evaluating their suitability for a particular facility or position. In addition, we encourage our employees to further their own education by subsidizing job-related college courses. We also highly encourage attendance to selected conferences and seminars that will further professional development.

Discipline

Reports of poor performance become part of an employee's permanent record. Significant poor performance, or an accumulation of incidents of such, warrants disciplinary measures. However, some leeway is allowed for employees to learn from their mistakes.

AAHCS utilizes a "three-strike" system for the personnel on our staff in order to deter poor performance. "Strikes" are received for a variety of disciplinary infractions including: negative feedback, last-minute callouts, excessive rudeness, etc. After three "strikes", AAHCS no longer employs the employee in question. This system serves not only to deter poor performances and remove truly problematic offenders, but also allows some leeway for individuals, allowing the opportunity for them to recognize and correct their mistakes.

Recruitment and Retention

The process of recruiting experienced and qualified healthcare professionals begins through referral network systems developed over the course of the years that we have been in business. Often, the best leads to reliable, potential employees come from existing employees who refer a friend or co-worker.



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In addition to word-of-mouth, AAHCS recruits via newspaper ads, resume database searches, internet job posting, and our company website. The use of the internet allows us to streamline our hiring procedures and to process applications on a more efficient basis.

AAHCS finds that its growth corresponds directly with the quantity and quality of the medical personnel joining the cause. AAHCS invests a significant amount of effort in continuing to grow its pool of medical staff.

Employee retention is just as important as employee growth. AAHCS focuses on retaining its employees by creating a warm and friendly environment throughout the office, as well as in communication with our external staff. We are able to provide a personable relationship with both internal and external staff.

AAHCS offers a variety of awards and small incentives for all employees to help motivate them to strive for excellence, while providing a means to reward employees for exceptional performance. After evaluating feedback collected from facility administrators, supervisory personnel, and other employees in our agency, exemplary employees may receive the Employee of the Month or the Employee of the Year awards. Excellent employees are also awarded gift cards and various other bonuses.



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Company Organization

Name	Position at AAHCS
Paul Ruderman	CEO (Chief Executive Officer)
Ron Bhavnani	COO (Chief Operating Officer)
Stephanie Suessegger	Director, Account Management Email : stephanie@aaahcs.org Phone : (609) 752-3425 xt. 300
Stephen Greenberg	Contract Administrator Email : stephen@aaahcs.com Phone : (862) 955-2937 xt. 2937
Isabel Doran	Government Contract Specialist, POC Email : isabel@aaahcs.org Phone : (862) - 236 - 3588 xt. 3588
Ivan Espino	Account Management Intern, POC Email : ivan@aaahcs.com Phone:(862)- 227-1913 xt. 1913

Signature: 

Paul Ruderman, CEO
All American Healthcare Services, Inc.



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Contact

www.linkedin.com/in/paulruderman
(LinkedIn)
www.aahcs.com (Company)
www.ruderman.com (Personal)
www.medium.com/@paulruderman
(Blog)

Top Skills

Healthcare Information Technology
SaaS
Management

Paul Ruderman

CEO at All American Healthcare Services / RB Healthcare Management
Montclair

Summary

Experienced, creative, dynamic executive / 2X tech company founder / innovator / musician / husband + dad; Currently CEO of All American Healthcare Services, the fastest-growing nurse staffing technology company in the country for 3 straight years, and building what will become the Uber of Nursing. Prior to All American, Paul co-founded two successful startups, one in healthcare emergency management and one in mobile productivity solutions. Crazy about dogs, cats and animals of all kinds.

Experience

All American Healthcare Services, Inc.
Chief Executive Officer
October 2017 - Present (3 years 4 months)
Jamesburg, NJ

All American Healthcare Services is a leading healthcare staffing technology company, and one of the nation's best regarded nurse staffing agencies for nursing homes, schools, hospitals, clinics and other facilities. Our focus is the northeast part of the US, but we have recently moved into Ohio, Arizona and other states as the need for nurse staffing on demand increases almost daily.

UpdateZen
Co-Founder
January 2014 - September 2017 (3 years 9 months)
Greater New York City Area

UpdateZen launched to market in early 2015. UpdateZen simplifies status reporting for CEOs, executives and business owners. Updates are capped at 250 characters so they include only what's absolutely essential, and all updates are presented in one beautiful interface... on iPhone, the web and Android. UpdateZen was acquired in early 2016.

LiveProcess
Co-Founder & COO



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March 2005 - January 2013 (7 years 11 months)
Verona, NJ

Co-founder and COO of LiveProcess from its infancy in 2005 through early 2013. Ran company's operations, overseeing all areas of business and building it into the leading provider of emergency management enterprise applications for healthcare; Took company from its pre-revenue days to over 500 facilities across 41 states, and counting.

Education

Tufts University
Psychology · (1986 - 1990)



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Contact

www.linkedin.com/in/ron-bhavnani
(LinkedIn)

Top Skills

Business Planning
Change Management
Analysis

Ron Bhavnani

Partner/COO at All American Healthcare Services, Inc.
New York

Experience

RB Healthcare Management
Director Of Operations
August 2019 - Present (1 year 6 months)
Newark, NJ

All American Healthcare Services, Inc.
14 years 9 months

Partner/COO
October 2017 - Present (3 years 4 months)
Greater New York City Area

Head of Recruiting and Operations
May 2006 - Present (14 years 9 months)

Sony Music Entertainment
Consultant
2012 - 2015 (3 years)

Education

Rensselaer Polytechnic Institute
Bachelor of Science (BS), Electrical Engineering · (2002 - 2006)



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Background and Experience

All American Healthcare Services is an on-demand healthcare staffing agency, staffing both Per Diem and permanent positions. All American has been in business for the past 18 years, being established in 2003. We staff nursing personnel, therapists, admissions, all sorts of Healthcare personnel at nursing homes, schools, hospitals, and jails. We pride ourselves on paying our nursing personnel the highest rates in the industry, and, most importantly, we pay our nursing personnel weekly. As for working with Educational and Government clients, we have been in business with these industries for the past eight (8) years.

After we establish our client relationship, we are then able to broadcast all available shift listings for said client. With the use of our AllShifts App, and other internal processes, we are able to connect to numerous available healthcare specialists and fill those open positions. Once we have received a Staffing Request from a client facility, it is then logged into our system. Based on the request's specifications/qualifications, the 30-40 nurses who are most likely and qualified to pick up the shift, will be-notified within minutes of the request being logged into our system. This efficiency is ideal for All American's clients, as they may find themselves in a pinch and need a quick solution.

The following includes the projects All American Healthcare Services has contracted with over the past three (3) years. All of the projects have been maintained up to the contract agreements, or have successfully completed the contract agreements.

New Jersey Convention and Exposition Center, Edison, NJ

POC: Rajesh Saini, Administration

rajesh@tscti.com

Nature of Service: Provided temporary staffing services for Physicians (MD), Registered Nurses (RN) and Licensed Practical Nurses (LPN).

Atlantic City Convention Center, Atlantic City, NJ

POC: Rajesh Saini, Administration

rajesh@tscti.com



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Nature of Service: Provided temporary staffing service for Physicians (MD), Respiratory Therapists (RT), Licensed Practical Nurses (LPN), Registered Nurses (RN), Certified Registered Nurses Anesthetists (CRNA), Nurse Practitioners (NR), and Physical Therapists (PT).

East Orange General Hospital, East Orange, NJ

POC: Rajesh Saini, Administration

rajesh@tscti.com

Nature of Service: Provided temporary staffing services for Physicians (MD), Registered Nurses (RN), Licensed Practical Nurses (LPN), Respiratory Therapists (RT), Physical Therapists (PT), and Physicians Assistants (PA).

New Jersey Department of Health

POC: Rajesh Saini, Accounting

rajesh@tscti.com

Nature of Service: Provided temporary staffing services for Registered Nurses (RN).

Raritan Valley Community College, Branchburg, NJ

POC : Rajesh Saini, Accounting

rajesh@tscti.com

Nature of Service : Providing temporary staffing services for Registered Nurses (RN).

Signature:

A handwritten signature in black ink, appearing to read "Paul Ruderman".

Paul Ruderman, CEO

All American Healthcare Services, Inc.

ALL AMERICAN
HEALTHCARE SERVICES, INC.

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New Jersey Business Registration Certificate



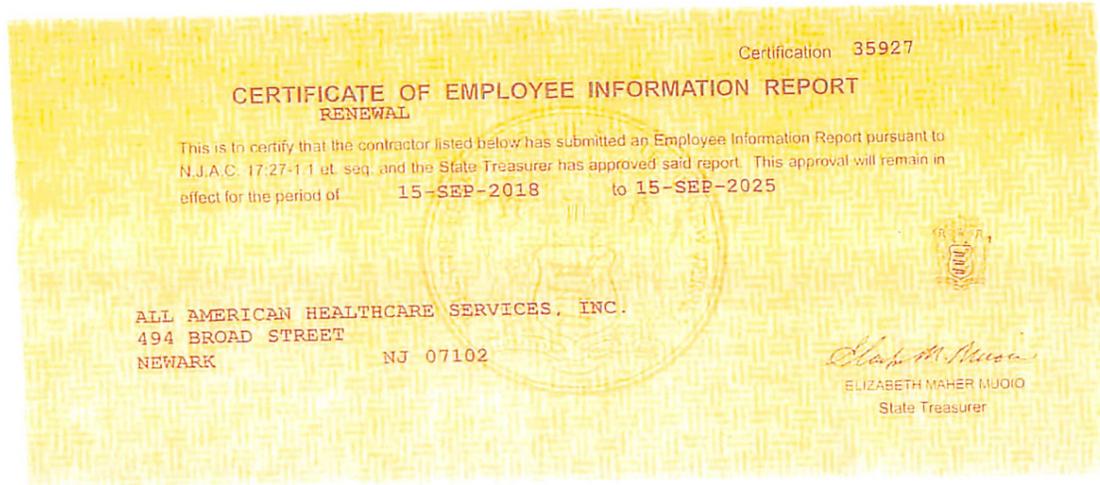
James J. Fruscione
Director
New Jersey Division of Revenue

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE		<small>DEPARTMENT OF TREASURY DIVISION OF REVENUE PO BOX 252 TRENTON, NJ 08646-0252</small>
TAXPAYER NAME: ALL AMERICAN HEALTHCARE SERVICES, INC.	TRADE NAME:	
ADDRESS: 100 LAKE VIEW AVE STE 1A JAMESBURG NJ 08831	SEQUENCE NUMBER: 1009364	
EFFECTIVE DATE: 08/12/03	ISSUANCE DATE: 11/17/14	 Director New Jersey Division of Revenue
FORM-BRC (64-001) (2-00-040)	<small>This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.</small>	



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Employee Information Report Certificate





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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
 6/29/2021

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

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

PRODUCER BROWN & BROWN OF PENNSYLVANIA, L.P. 125 E ELM STREET, SUITE 210 CONSHOHOCKEN, PA 19428	CONTACT NAME: LINDSAY FORGASH
	PHONE (A/C. NO. EXT): (215) 866-0073 FAX (A/C. NO.): (215) 561-0855 E-MAIL ADDRESS: LFORGASH@BBOFPA.COM

INSURED ALL AMERICAN HEALTHCARE SERVICES, INC. 494 BROAD STREET, SUITE 302 NEWARK, NJ 07102	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: PROASSURANCE SPECIALTY INSURANCE COMPANY, INC.	38954
	INSURER B: SENTRY CASUALTY COMPANY	28460
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			AFC9840421	06/30/2021	06/30/2022	EACH OCCURRENCE \$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	<input type="checkbox"/>	<input type="checkbox"/>				DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	<input checked="" type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR						MED EXP (Any one person) \$
	GENERAL AGGREGATE LIMIT APPLIES PER						PERSONAL & ADV INJURY \$
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$4,000,000
							PRODUCTS - COM/OP AGG \$
A	AUTOMOBILE LIABILITY			AFC9840421	06/30/2021	06/30/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO	<input type="checkbox"/>	<input type="checkbox"/>				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						
	<input checked="" type="checkbox"/> NON-OWNED AUTOS						
	UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE	<input type="checkbox"/>	<input type="checkbox"/>				EACH OCCURRENCE \$
	<input type="checkbox"/> DEDUCTIBLE						AGGREGATE \$
	<input type="checkbox"/> RETENTION \$						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> Y/N	N/A	<input type="checkbox"/>	90-21572-01 90-21572-02 (WI)	03/01/2021	03/01/2022	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under						E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Medical Professional Liability	<input type="checkbox"/>	<input type="checkbox"/>	AFC9840421	06/30/2021	06/30/2022	\$2,000,000 Each Occurrence \$4,000,000 Aggregate

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

CERTIFICATE HOLDER	CANCELLATION
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Lindsay M. Forgas</i>



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SECTION THREE:

Response to Specifications	24
Cost Proposal	37



117 State Route 34. • Hurricane, WV 25526
Tel 866-629-2242 • Fax 866-629-2242 • www.aahcs.org

Response to Specifications

All American Healthcare Services, Inc. does not take any exceptions to the **Scope of Service** set forth in the solicitation documents for **Direct Care - Nursing Staffing Services**.

Signature:

A handwritten signature in black ink, appearing to read "Paul Ruderman".

Paul Ruderman, CEO
All American Healthcare Services, Inc.



117 State Route 34. • Hurricane, WV 25526
Tel 866-629-2242 • Fax 866-629-2242 • www.aahcs.org

REQUEST FOR QUOTATION - CRFQ VNF22*01
Direct Care Staffing Services

SPECIFICATIONS

1. PURPOSE AND SCOPE: The West Virginia Purchasing Division is soliciting bids on behalf of the WV Veterans Nursing Facility located at 1 Freedom Way, Clarksburg, WV 26301 to establish an open-end, multiple award contract for Nursing Staff to include Registered Nurses, Licensed Practical Nurses, and Health Services Workers (aka, Certified Nursing Assistants) to comply with the staffing needs of Facility.

This contract is for as-needed staff. Successful vendors must provide nursing staff as requested by the Facility to be compatible with hourly, daily, weekly, monthly or annual needs, which shall include weekends and holidays. Assignments also may be for a specified period of times as agreed upon in writing between the Facility and the Vendor.

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 “Agency Staff” or “Nursing Staff” or “Healthcare Professionals” means RN’s, LPN’s and/or HSW’s
- 2.2 “Contract Item” means the list of items identified in Section 4 below.
- 2.3 “Pricing Pages” means the schedule of prices, estimated order quantity, and totals attached hereto as Exhibit A and used to evaluate the RFQ.
- 2.4 “Solicitation” means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
- 2.5 “PER DIEM” means an allowance or payment made for each workday.
- 2.6 “DON” means Director of Nursing.
- 2.7 “ADON” means Assistant Director of Nursing.
- 2.8 “RN” means Registered Nurse.
- 2.9 “LPN” means Licensed Practical Nurse.
- 2.10 “CNA” means Certified Nursing Assistant.
- 2.11 “HSW” means Health Services Worker. All HSW’s must be CNA’s.
- 2.12 “Facility or Agency or WVVNF” means the WV Veterans Nursing Facility located at 1 Freedom Way Clarksburg, WV 26301



117 State Route 34. • Hurricane, WV 25526
Tel 866-629-2242 • Fax 866-629-2242 • www.aahcs.org

REQUEST FOR QUOTATION - CRFQ VNF22*01
Direct Care Staffing Services

- 2.13 “Staffing Agency or Vendor” means the prospective Vendor
- 2.14 “Point Click Care” means the medical records software utilized by the facility.
- 2.15 “Shift Differential” means the hours worked between 3:00 p.m. and 7:00 a.m. for which there shall be paid an extra \$1 per hour worked. There will be no additional shift differential for weekends, holidays, or any other times.
- 2.16 “Holidays” means those days the Facility recognizes as holidays. Hours worked on a holiday will be paid at 1.5 times the normal weekday rate. There shall be no additional pay, including shift differential or weekend pay, other than 1.5 times the normal weekday rate for hours worked on a holiday. Should a holiday fall on a Saturday or Sunday, those hours worked shall be paid at 1.5 times the normal weekend rate. There will be five (5) paid holidays. Other days listed as “Important Dates” shall not receive holiday or any additional pay (see Section 4.1.37 through 4.1.39).
- 2.17 “Breaks” means lunch or rest periods as defined by the Fair Labor Standards Act. All shifts worked eight (8) hours or more will include a thirty (30) minute lunch break and two (2) fifteen-minute breaks. Thus, standard twelve (12) hour shifts will consist of eleven (11) worked/billable hours, a (30) minute paid lunch break, and two paid (15) minute breaks.
- 2.18 “WV Cares' ” means the West Virginia Clearance for Access: Registry and Employment Screening administered by the WV Department of Health and Human Resources (DHHR) to conduct background checks on all prospective direct patient access employees.
- 2.19 “Twelve (12) Panel Drug Screen” means a drug test for the presence of Amphetamines, Barbiturates, Benzodiazepines, Buprenorphine, Cocaine, Ecstasy/MDMA, Methamphetamines, Methadone, Opiates, Phencyclidine (PCP), and Propoxyphene, and THC.
- 2.20 “Meal Pass” means plating food and serving meals, snacks or drinks to residents either in the dining area or in the resident’s room.
- 2.21 “Work Week” means the seven (7) day period beginning on Saturday at 12:01 a.m. and ending the following Friday at midnight.
- 2.22 “Weekend” means the hours between Saturday at 12:01 a.m. and Sunday at midnight.



117 State Route 34. • Hurricane, WV 25526
Tel 866-629-2242 • Fax 866-629-2242 • www.aahcs.org

REQUEST FOR QUOTATION - CRFQ VNF22*01
Direct Care Staffing Services

3. **VENDOR QUALIFICATIONS:** Vendor(s) must have the following minimum qualifications. Copies of licenses and/or certifications must be submitted to the Director of Nursing prior to Vendor's staff being placed in the facility for work.
 - 3.1. Vendor shall have at least twelve (12) months experience in operating a Direct Care Staffing organization. Proof of this experience should be furnished with each bid but must be provided prior to award.
 - 3.2. Vendors shall conduct business during normal working hours and be accessible twenty-four (24) hours a day, seven (7) days a week, including Holidays and Weekends to respond to staffing issues, emergency requests and/or complaints.
 - 3.3. Vendors must have knowledge of and comply with Federal and West Virginia laws, regulations, and rules for the provisions of Direct Care staff in Long-Term Care Facilities.
 - 3.4. Vendor must ensure that its employees, agents and/or subcontractors are experienced and fully qualified to engage in the activities and services required herein, and that all applicable licensing and operating requirements imposed or required under Federal or West Virginia law, and all application accreditation and other standards of quality generally accepted in the field of the activities of such employees and agents are complied with and satisfied.
 - 3.5. Vendors must possess all licenses, permits and certifications that are required in the performance of this contract prior to the start date of service.

4. **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. **Mandatory Contract Services Requirements and Deliverables:**
 - 4.1.1. Each vendor must be able to provide minimum staffing requirements on the start date of the contract, or not more than 14 days after the start date of the contract. Minimum staffing requirements for this purpose shall be:
 - 4.1.1.1. Day Shift: Eleven (11) HSW's; Four (6) LPN's; and Three (1) RN's
 - 4.1.1.2. Night Shift: Eight (8) HSW's; Four (4) LPN's; and Three (1) RN's
 - 4.1.1.3. This is not a guarantee of hours.
 - 4.1.1.4. Vendors unable to provide minimum staffing requirements will be considered in default of the contract. See Section 10 for additional information.
 - 4.1.2. Successful vendors shall provide Nursing Staff as requested by the Facility to be compatible with the needs of the Facility. These needs may be hourly, daily, weekly, monthly, or annual needs, and shall include weekends and holidays. Assignments also may be for specified period of times as agreed upon in writing
 - 4.1.3. Successful vendors must provide a documented plan to cover all shifts as requested, including weekends, holidays, call-offs and vacations.
 - 4.1.4. Successful vendors must provide qualified healthcare professionals to accommodate the Facility's needs and must comply with all Facility



117 State Route 34. • Hurricane, WV 25526
Tel 866-629-2242 • Fax 866-629-2242 • www.aahcs.org

REQUEST FOR QUOTATION - CRFQ VNF22*01
Direct Care Staffing Services

- policies and procedures, Federal and State statutory and regulatory requirements, and standards for applicable accreditation and licensure bodies.
- 4.1.5. Vendor shall provide the Facility with information on each Agency Staff member according to the state and federal standards, including completed applications and WV Cares background check.
 - 4.1.6. Prior to placement in the Facility, Vendor shall perform, at vendor's cost, for each Agency Staff member:
 - 4.1.6.1. Background check through WV Cares
 - 4.1.6.2. Twelve-panel drug screening
 - 4.1.6.3. Competency assessment which includes age-specific and cultural competencies for residents, provided by the facility within 30 days after the start date.
 - 4.1.6.4. Completed application or resume as proof of experience
 - 4.1.7. The following information must be submitted to the Agency before the Agency Staff reports to work: CPR Certification, references, confidentiality agreement, and other documents as requested, such as current physical examination, immunization records, negative twelve-panel drug screening and licensure confirmation.
 - 4.1.8. Successful vendors must provide payment 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.
 - 4.1.9. Successful vendors must incorporate all anticipated pre-employment expenditures, administrative and overhead costs, travel expenses, incentives and any other cost incurred by the vendor into their all-inclusive daily "Per Diem" for each position and shift.
 - 4.1.10. Successful vendors will ensure that no staff submitted for assignment under this agreement will have been investigated and substantiated by an applicable licensure body or agency or currently subject to discharge results from an investigation by the Board of Nursing.
 - 4.1.11. Successful vendor shall ensure the following regarding the staff to be provided:
 - 4.1.11.1. Has completed the required training and education.
 - 4.1.11.2. Possess a current valid certification and/or professional license with the State of West Virginia.
 - 4.1.11.3. Meet current Agency immunization requirements for purified protein derivative (PPD) and Hepatitis B Series by providing copies of the results of these immunizations.
 - 4.1.11.4. Complete an orientation packet, PCC Training and Administration Training within 30 days of hire.
 - 4.1.12. All Agency Staff paperwork must be sent to and approved by the facility before an employee comes for orientation.
 - 4.1.13. All Agency Staff are required to have 30 hours of Alzheimer's Training, provided by the Facility. Thereafter, employees must also complete eight (8) hours of Alzheimer's training as an annual



117 State Route 34. • Hurricane, WV 25526
Tel 866-629-2242 • Fax 866-629-2242 • www.aahcs.org

REQUEST FOR QUOTATION - CRFQ VNF22*01
Direct Care Staffing Services

- recertification requirement. Hours spent in training shall be paid by the Facility.
- 4.1.14.** Successful vendor acknowledges that all Staffing Agency employees will be required to participate in food service work during mealtimes. All Staffing Agency employees must have, and keep current, a WV Food Handlers Card. The cost of such will not be paid by the Facility.
- 4.1.15.** Successful vendor acknowledges that for shifts that occur during the change to and from Daylight Saving Time:
- 4.1.15.1.** With the ending of standard time and the beginning of Daylight-Saving Time, Agency Staff on duty when Daylight-Saving Time goes into effect will have their shifts reduced by one hour. Agency Staff will be paid for the number of hours worked.
- 4.1.15.2.** With the ending of Daylight-Saving Time and the return to Standard-Time, Agency Staff on duty when Standard-Time goes into effect will work and be paid for an extra hour during their normal shift, only if that extra hour is actually worked. Staff may be entitled to overtime based on total hours worked for the week.
- 4.1.16.** Successful vendors shall ensure that all staff assigned to a Facility participate in and comply with its ongoing training programs.
- 4.1.17.** Successful Vendors shall ensure that in the event of a Pandemic, that contract staff do not work in multiple healthcare facilities during the same time period. Any individual not following this rule may be told not to return to the Facility.
- 4.1.18.** Staffing Agency Employee conduct. In an effort to curb issues of non-compliance, Staffing Agency must advise their employees upon hire, and repeatedly as deemed necessary, of all policies and procedures of the Facility, including but not limited to the following:
- 4.1.18.1.** No Call No Shows: Any individual not showing up to work a scheduled shift and not calling in at least 2 hours in advance may be told not to return to the Facility.
- 4.1.18.2.** Doctor's Excuse Required: Any individual calling off more than 3 times per aggregate 12-month period will require a written doctor's excuse for any absence after the third call-off. Any individual failing to comply may be asked not to return to the Facility.
- 4.1.18.3.** Socializing/Dating: Staffing Agency employees who are dating another employee, whether from another Staffing Agency or otherwise, must refrain from excessive socializing during working hours. They must be reminded they are here to work. All employees must complete their assigned duties and are not here to socialize. Any employee failing to comply may be asked not to return to the Facility.
- 4.1.18.4.** All Staffing Agency's employees must attend mandatory meetings and in-services. If staff miss two (2) or more meetings per aggregate 12-month period, they may be told not to return to the Facility.



117 State Route 34. • Hurricane, WV 25526
Tel 866-629-2242 • Fax 866-629-2242 • www.aahcs.org

REQUEST FOR QUOTATION - CRFQ VNF22*01
Direct Care Staffing Services

- 4.1.18.5.** Should Staffing Agency's employee(s) call off on or be unable to work a scheduled working weekend day or days, Staffing Agency's employee(s) will be scheduled to work an extra weekend day or days on the next schedule.
- 4.1.18.6.** Should Staffing Agency's employee(s) call off or be unable to work a scheduled working holiday, Staffing Agency's employee(s) will be scheduled to work on the next available holiday.
- 4.1.19.** If the Facility requests an LPN but the Staffing Agency provides an RN to cover the request, the Facility shall only be responsible for payment of the established LPN rate. The same applies should an LPN or RN cover for an HSW.
- 4.1.20.** Substitution of an LPN for an RN will not be allowed.
- 4.1.21.** Substitution of a HSW for an LPN will not be allowed.
- 4.1.22.** Vendors will agree to provide the required number of staff needed for a shift and/or assignment at least two (2) hours prior to the start of the shift or assignment period.
- 4.1.23.** If an Agency Staff member calls off, that staffing agency must fill the shift with another Agency Staff member.
- 4.1.24.** All Agency Staff must adhere to the policies and procedures of our facility, including attendance, tardiness, and mandating. Facility will discipline staff per our policy and procedures. All disciplinary actions given by the facility will be sent to the staffing agency.
- 4.1.25.** All Agency Staff must attend mandatory meetings and in-services.
- 4.1.26.** Agency Staff will be given work assignments based on the Facility's needs. Agency Staff may not change their work assignments unless approved by the DON, ADON or RN Supervisor.
- 4.1.27.** Vendors must provide a list of active employees with The WVVNF on a quarterly basis. List will include updated names of active employees and phone numbers.
- 4.1.28.** Vendors must provide an updated personnel file for each Agency Staff member at least annually.
- 4.1.29.** Agency Staff timesheets must be sent to the Vendor each week by 10:00am on Wednesday. Timesheet dates will be totaled from Saturday to Friday. All missing punches must be turned in to the WV Veterans Nursing Facility by 4:00 p.m. Monday for the previous week. If a missing punch is late, it will not be sent to the Vendor until the following pay week.
- 4.1.30.** All employees must follow the policy and procedures for punching in and out when leaving the building. This policy will be discussed during orientation.
- 4.1.31.** Employees are to call off to the facility and must speak to the RN Supervisor and call their staffing agency two (2) hours prior to their scheduled shift.
- 4.1.32.** 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.



117 State Route 34. • Hurricane, WV 25526
Tel 866-629-2242 • Fax 866-629-2242 • www.aahcs.org

REQUEST FOR QUOTATION - CRFQ VNF22*01
Direct Care Staffing Services

- 4.1.33. Contracted staff will work four (4) weekend shifts and one (1) Friday per month with an Agency rotation We do not honor any restrictions on lifting or hours for contracted staff.
- 4.1.34. Weekend shifts include Day Shift Saturday and Sunday and Night Shift Friday, Saturday, and Sunday. The weekend time starts at 12:00 midnight on Friday and ends at 23:59 on Sunday.
- 4.1.35. An Agency rotation schedule must be provided one (1) month in advance, provided by the vendor.
- 4.1.36. Holidays paid include Thanksgiving Day, Christmas Day, and New Year's Day, Memorial Day, and Independence Day. The holiday time starts at 12:00 midnight on the eve and ends at 23:59 on the day. Vendor employees cannot call off the day before or the day after Holiday paid time. Vendor employees calling off the day before or the day after a paid Holiday may be required to forfeit their Holiday Pay (double time). The pay rate for hours worked on a paid Holiday will be twice the regular rate (double time) for up to 8 hours worked on the paid holiday for said five (5) paid holidays. There will be no additional pay for hours worked on a holiday other than the double time previously stated. For clarification and example, staff working from 7 a.m. to 7 p.m. on a Holiday with a regular rate of \$25 per hour will be paid 8 hours at \$50 per hour plus 4 hours at \$25 per hour, and no additional pay during those 12 hours.
- 4.1.37. Staff must be provided on Holidays with a rotation schedule to be provided by the Vendor at least one month prior to the Holiday.
- 4.1.38. Rotation of other important dates outside of listed holidays will include Easter Sunday, Labor Day, Mother Day, Father's Day, Christmas Eve, New Year's Eve, Veterans Day, and Black Friday. A list of dates and schedules must be provided by the Vendor at least one month prior to the date. These above dates will not be considered Holidays and will not have Holiday Pay.
- 4.1.39. Successful vendors must incorporate into the bid all-inclusive fees, any anticipated costs and travel related expenses, administrative and overhead cost.
- 4.1.40. The 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 Agency.
- 4.1.41. 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. Vendors shall submit one invoice per week for each level/classification of nursing staff, along with a copy of the Agency staff member's timesheet as backup documentation. Timesheets must be signed by the Facility's DON or his/her designee.
- 4.1.42. The Facility agrees to pay overtime for hours worked over forty (40) hours per work week.



117 State Route 34. • Hurricane, WV 25526
Tel 866-629-2242 • Fax 866-629-2242 • www.aahcs.org

REQUEST FOR QUOTATION - CRFQ VNF22*01
Direct Care Staffing Services

- 4.1.43.** The Facility may cancel any shift and will notify the Vendor of such cancellation no less than two (2) hours prior to the scheduled start of the shift.
- 4.2. Registered Nurses:**
- 4.2.1.** RN's must hold a valid WV Registered Nurse License.
 - 4.2.2.** RN's must be licensed and are in good standing with the West Virginia Board of Nurses.
 - 4.2.3.** RN's must have a current Cardiopulmonary Resuscitation (CPR) Card.
 - 4.2.4.** RN's must possess a current and valid Food Handlers Card. All vendor staff will be required to assist with meal pass.
 - 4.2.5.** RN's could oversee the work of other RN's, LPN's and/or HSW's, as assigned.
 - 4.2.6.** 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 residents.
 - 4.2.7.** RN's must administer medications as prescribed by treating Physician(s).
 - 4.2.8.** RN's must ensure timely documentation into resident's electronic medical records, per the policies and procedures and common practice of the facility, this will be discussed in extended detail during the facility orientation.
 - 4.2.9.** RN's must oversee all medical related emergencies.
 - 4.2.10.** RN's will provide for the emotional and physical comfort and safety of the residents.
 - 4.2.11.** 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 HIPAA Regulations.
 - 4.2.12.** RN's must adhere to the mandatory overtime policy and guidelines set by the facility.
 - 4.2.13.** If an RN is sent in to replace an LPN or an HSW, they must be billed and paid LPN or HSW wages for that shift.
 - 4.2.14.** New graduates will have an extended orientation with an RN Supervisor
- 4.3. Licensed Practical Nurses:**
- 4.3.1.** LPN's must be licensed and in good standing with the West Virginia Board of Nurses.
 - 4.3.2.** LPN's must hold a valid WV Licensed Practical Nurse License.
 - 4.3.3.** LPN's must have a current Cardiopulmonary Resuscitation (CPR) Card.
 - 4.3.4.** LPN's must possess a current and valid Food Handlers Card. All vendor staff will be required to assist with meal pass.
 - 4.3.5.** LPN's must assist professional nursing and medical staff in providing direct nursing care to patients, including medical treatments,



117 State Route 34. • Hurricane, WV 25526
Tel 866-629-2242 • Fax 866-629-2242 • www.aahcs.org

REQUEST FOR QUOTATION - CRFQ VNF22*01
Direct Care Staffing Services

- administering medications, giving injections, and assisting in care planning and recording.
 - 4.3.6. LPN's must take and record temperatures, blood pressure, pulse and respirations; collect specimens for testing; administer medication according to the Physician Order.
 - 4.3.7. LPN's must ensure timely documentation into patient's electronic medical records, per the policies, procedures and common practices of the facility that will be discussed in extended detail during the facility orientation.
 - 4.3.8. LPN's must screen residents and record medical information; assist physicians and registered nurses in examinations and treatments; set up and clean examination areas; give injections and immunizations; instruct residents in the use of medications and possible side effects.
 - 4.3.9. LPN's will provide for the emotional and physical comfort and safety of the residents.
 - 4.3.10. LPN's must assist patients (residents) with activities of daily living such as grooming and personal hygiene.
 - 4.3.11. LPN's must respond to inquiries of family members, advocates and other interested parties, ensuring adherence to the State and Federal Confidentiality Laws and the HIPAA regulations.
 - 4.3.12. LPN's must adhere to the mandatory overtime policy and guidelines set by the facility.
 - 4.3.13. If an LPN is sent to replace a HSW they must be billed as an HSW for that shift.
 - 4.3.14. New graduates will have an extended orientation with an RN Supervisor.
- 4.4. Health Service Workers:**
- 4.4.1. Health Service Workers must be Certified Nursing Assistants, certified and in good standing with the West Virginia Nurse Aide Registry.
 - 4.4.2. HSW's must hold a valid Certification as a WV Certified Nurse Assistant (CNA).
 - 4.4.3. HSW's must have a current Cardiopulmonary Resuscitation (CPR) Card.
 - 4.4.4. HSW's must possess a current and valid Food Handlers Card. All vendor staff will be required to assist with meal pass.
 - 4.4.5. HSW's will be responsible for direct care services to residents in a Nursing Home Long Term Care Setting.
 - 4.4.6. HSW's must provide support and assistance with daily activities as directed by a supervisor.
 - 4.4.7. HSW's must adhere to the mandatory overtime policy and guidelines set by the facility.
 - 4.4.8. HSW's must have a high school diploma or GED.
 - 4.4.9. New graduates will have an extended orientation with an RN Supervisor.



117 State Route 34. • Hurricane, WV 25526
Tel 866-629-2242 • Fax 866-629-2242 • www.aahcs.org

REQUEST FOR QUOTATION - CRFQ VNF22*01
Direct Care Staffing Services

5. CONTRACT AWARD:

5.1 Contract Award: The Contract is intended to provide the Agency with a purchase price for the Contracted Services. This will be a Multiple Award Contract and will be a progressive award with multiple vendors of at least 5 vendors. Vendors may submit bids for one (1) or all Staffing Classifications including RN's, LPN's and HSW's. A progressive award will be made as low bid will be vendor "A", the next lowest vendor will be vendor "B" until all successful vendors have been assigned from lowest bid to the highest bid and the facility will utilize the contracts low bid to high when locating an available worker. As a progressive award contract, the award will be made to the Vendors with the lowest Grand Total Cost to the highest Grand Total (respectively) meeting the required mandatory specifications. Example: Lowest will be Vendor "A", second lowest will be Vendor "B" and so on. Use of this contract will work the same. Agency must contact the lowest bid first and if they cannot provide the agency needs within the time frame allowed in the attached specifications, Agency will then contact the next lowest bidder and so on, until one of the vendors awarded the contract, can cover the immediate needs. Each vendor will be notified in specific order according to the Alpha character when the facility needs a worker. If the low bid (Vendor A) cannot provide the needs of the Facility at the requested time, the second low bid (Vendor B) will be contacted and then the next low bid, etc. The facility will allow 48 hours for vendors to determine if they will be able to meet our needs.

- 5.1 Pricing Page:** Vendor should complete the Pricing Page by providing an all-inclusive daily "Per Diem" rate and an all-inclusive weekend "Per Diem" for each of the positions.
- 5.1.1 The pricing sheet will be based on the total lowest rate submitted by the potential Vendors. To complete the Pricing Page take the Estimated Per Diem Shifts Per Contract Year and multiply by the Per Diem Rate/Unit Price and place the total amount for each line that you are bidding on. Blank Extended Total will be considered a no bid for that line item. Once all lines for Extended Totals are input total all lines bid on and in the Grand Total box input your total.
 - 5.1.2 The Facility makes no assertions related to actual quantities of services to be ordered or processed for the length of the contract.
 - 5.1.3 Vendors 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: David.H.Pauline@wv.gov

- 6. PERFORMANCE:** Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Agency. In the event that this Contract is



117 State Route 34. • Hurricane, WV 25526
Tel 866-629-2242 • Fax 866-629-2242 • www.aahcs.org

REQUEST FOR QUOTATION - CRFQ VNF22*01
Direct Care Staffing Services

designated as an open-end contract, Vendor shall perform in accordance with the release orders that may be issued against this Contract.

7. **PAYMENT:** 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. Vendors shall submit one invoice per week for each level of nursing staff, along with a copy of the Agency staff member's timesheet as backup documentation.
8. **TRAVEL:** It is mandatory that a vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this contract. Any anticipated mileage or travel costs may be included in the Daily "Per Diem" listed on Vendor's bid, but such costs will not be paid by the agency separately.
9. **FACILITIES ACCESS:** Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:
 - 9.1 Vendors must identify principal service personnel which will be issued access cards and/or keys to perform service.
 - 9.2 Vendor will be responsible for controlling cards and keys and will pay a replacement fee of \$25 for each access card lost, stolen or not returned to the Facility.
 - 9.3 Vendor shall notify Facility immediately of any lost, stolen, or missing card or key.
 - 9.4 Anyone performing under this Contract will be subject to Facility's security protocol and procedures.
 - 9.5 Vendor shall inform all staff of Facility's security protocol and procedures.
10. **VENDOR DEFAULT**
 - 10.1 The following shall be considered a vendor default under this Contract.
 - 10.1.1 Failure to perform Contract Services in accordance with the requirements contained herein.
 - 10.1.2 Failure to comply with other specifications and requirements contained herein.



117 State Route 34. • Hurricane, WV 25526
Tel 866-629-2242 • Fax 866-629-2242 • www.aahcs.org

REQUEST FOR QUOTATION - CRFQ VNF22*01
Direct Care Staffing Services

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

10.1.4 Failure to remedy deficient performance upon request.

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

10.1.5.1 Immediate cancellation of the Contract.

10.1.5.2 Immediate cancellation of one or more release orders issued under this Contract.

10.1.5.3 Any other remedies available in law or equity.

11 MISCELLANEOUS:

11.1 Contract Manager: During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract Manager and his or her contact information below.

Name: Ivan Espino

Title: Account Management Intern

Office Phone: (862) 227-1913 x1913

Cell Phone: _____

Fax Number: _____

Email Address: ivan@aaahcs.com

11.2 Emergency Contact: During its performance of this Contract, Vendor must designate and maintain an Emergency contact responsible for any staffing issues that may arise outside of normal business hours. The Emergency contact number must be answered or responded to within 2 hours on any given day or time, including weekends or holidays. Vendor shall supply its Emergency contact information upon request.



117 State Route 34. • Hurricane, WV 25526
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Cost Proposal : Bill Rates

*The Extended total is calculated based on the [proposed bill rates (pg #) * 7.5], to reference a 7.5 hour long day. If nurses were to work longer than 7.5 hours, the rate will increase based on hours worked.

	Weekday	Weekend
Registered Nurse	\$56	\$58
Licensed Practical Nurse	\$46	\$48
Certified Nursing Assistant	\$26	\$28

Prompt Payment Discount

We offer a 2% Prompt Payment Discount for all invoices paid via ACH within 10 calendar days of the invoice date.

Please Note :

- Rates will be billed at “time and a half” or 1.5X whenever an employee work’s more than 40 hours in a week and on all federal holidays.
- Staffer’s are paid hourly, indicating that the pay rate will remain the same regardless of Weekly, Monthly, etc.
- Once a staffer has worked eight (8) hours, a 30-minute break will automatically be deducted and thus paying 7.5 hours.

Signature:

A handwritten signature in black ink, appearing to read "Paul Ruderman".

Paul Ruderman, CEO



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* We offer rates by the hour, so the Per-Diem rate is calculated based on a 7.5 hour work day. If a nurse is to work more than 7.5 hours in a day/shift, the additional hours will be charged based on rates found on pg 37 - Cost Proposal.

CRFQ VNF22*01 - Exhibit A
Direct Care Nursing Staffing Pricing Page

Item No.	Description Of Services	Estimated Per-Diem Shifts Per Contract Year	Per-Diem Rate/Unit Price	Extended Total
Base Year One				
Registered Nurse Shifts - Base Year One				
1	Weekday Rate	650	\$420 * (\$56/hr)	\$ 36,400 -
2	Weekend Rate	250	\$435 * (\$58/hr)	\$ 14,500 -
Licensed Practical Nurse Shifts - Base Year One				
4	Weekday Rate	1,834	\$345 * (\$46/hr)	\$ \$84,364 -
5	Weekend Rate	750	\$360 * (\$48/hr)	\$ \$36,000 -
Certified Nursing Assistant Shifts - Base Year One				
7	Weekday Rate	2,084	\$195 * (\$26/hr)	\$ \$54,184 -
8	Weekend Rate	834	\$210 * (\$28/hr)	\$ \$23,352 -
Renewal Year One				
Registered Nurse Shifts - Renewal Year One				
10	Weekday Rate	650	\$427.5 * (\$57/hr)	\$ \$37,050 -
11	Weekend Rate	250	\$442.5 * (\$59/hr)	\$ \$14,750 -
Licensed Practical Nurse Shifts - Renewal Year One				
13	Weekday Rate	1,834	\$352.5 * (\$47/hr)	\$ \$86,198 -
14	Weekend Rate	750	\$367.5 * (\$49/hr)	\$ \$36,750 -
Certified Nursing Assistant Shifts - Base Year One				
16	Weekday Rate	2,084	\$202.5 * (\$27/hr)	\$ \$56,268 -
17	Weekend Rate	834	\$217.5 * (\$29/hr)	\$ \$24,186 -
Renewal Year Two				
Registered Nurse Shifts - Renewal Year Two				
19	Weekday Rate	650	\$435 * (\$58/hr)	\$ \$37,700 -
20	Weekend Rate	250	\$450 * (\$60/hr)	\$ \$15,000 -
Licensed Practical Nurse Shifts - Renewal Year Two				
22	Weekday Rate	1,834	\$360 * (\$48/hr)	\$ \$88,032 -
23	Weekend Rate	750	\$375 * (\$50/hr)	\$ \$37,500 -
Certified Nursing Assistant Shifts - Renewal Year Two				
25	Weekday Rate	2,084	\$210 * (\$28/hr)	\$ \$58,352 -
26	Weekend Rate	834	\$225 * (\$30/hr)	\$ \$25,020 -
Renewal Year Three				
Registered Nurse Shifts - Renewal Year Three				
28	Weekday Rate	650	\$442.5 * (\$59/hr)	\$ \$38,350 -
29	Weekend Rate	250	\$457.5 * (61/hr)	\$ \$15,250 -
Licensed Practical Nurse Shifts - Renewal Year Three				
31	Weekday Rate	1,834	\$367.5 * (\$49/hr)	\$ \$89,866 -
32	Weekend Rate	750	\$382.5 * (\$51/hr)	\$ \$38,250 -
Certified Nursing Assistant Shifts - Renewal Year Three				
34	Weekday Rate	2,084	\$217.5 * (\$29/hr)	\$ \$60,436 -
35	Weekend Rate	834	\$232.5 * (\$31/hr)	\$ \$25,854 -
Grand Total				\$ 1,034,262 -



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Vendor Information	
Printed Name	Ivan Espino
Title	Account Management Intern
Signature	<i>Ivan M Espino</i>
Company:	All American Healthcare Services Inc.
Phone Office:	(862) 227-1913 x1913
Cell Phone:	
Fax	
Email	ivan@aaahcs.com



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SECTION FOUR:

Purchasing Affidavit	41
HIPAA Business Associate Addendum	43
General Terms & Conditions	51



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STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: 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: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, 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: All American Healthcare Services Inc.

Authorized Signature: *Shawn M Forino* Date: 8-17-2021

State of New Jersey

County of Hudson, to-wit:

Taken, subscribed, and sworn to before me this 17th day of August, 2021.

My Commission expires _____, 20____.

AFFIX SEAL HERE

ISABEL B. DORAN
NOTARY PUBLIC OF NEW JERSEY
Commission # 50181165
My Commission Expires 05/25/2026

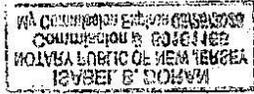
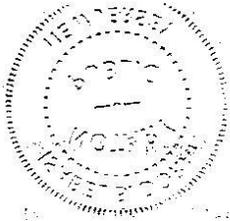
NOTARY PUBLIC

Isabel B. Doran

Purchasing Affidavit (Revised 01/19/2018)

ALL AMERICAN HEALTHCARE SERVICES, INC.

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NOV 27 2007



[Faint, mostly illegible text, likely a letter or document body]



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WV STATE GOVERNMENT

HIPAA BUSINESS ASSOCIATE ADDENDUM

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

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

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

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

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

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



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- 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.



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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.



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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.



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



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

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

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

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

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

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

4. Addendum Administration.

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



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

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

5. General Provisions/Ownership of PHI.

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



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AGREED:

All American Healthcare
Name of Agency: Services Inc.

Name of Associate: Ivan Espino

Signature: 

Signature: 

Title: CEO

Title: Account Management Intern

Date: 8/18/2021

Date: 8/18/2021

Form - WVBA-012004
Amended 08.28.2013

APPROVED AS TO FORM THIS 26th
DAY OF Aug 20 21

Patrick Morrissey
Attorney General
BY _____



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GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. DEFINITIONS: As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

2.2. "Bid" or "Proposal" means the vendors submitted response to this solicitation.

2.3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

2.4. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.

2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.

2.6. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

2.9. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.



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3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

Term Contract

Initial Contract Term: This Contract becomes effective on Upon Award and the initial contract term extends until One (1) year.

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Alternate Renewal Term – This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

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

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

Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for _____ year(s) thereafter.

One Time Purchase: The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

Other: See attached _____
Revised 07/01/2021



117 State Route 34. • Hurricane, WV 25526
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4. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for “Fixed Period Contract” or “Fixed Period Contract with Renewals” has been checked in Section 3 above. If either “Fixed Period Contract” or “Fixed Period Contract with Renewals” has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

Open End Contract: Quantities listed in this Solicitation/Award Document are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

Service: The scope of the service to be provided will be more clearly defined in the specifications included herewith.

Combined Service and Goods: The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

One Time Purchase: This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General’s office.

6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

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

BID BOND (Construction Only): Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

PERFORMANCE BOND: The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

Revised 07/01/2021



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LABOR/MATERIAL PAYMENT BOND: The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

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

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

As described in the Specifications

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

Revised 07/01/2021



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Tel 866-629-2242 • Fax 866-629-2242 • www.aahcs.org

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below and must include the State as an additional insured on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether that insurance requirement is listed in this section.

Vendor must maintain:

- Commercial General Liability Insurance** in at least an amount of: \$1,000,000.00 per occurrence.
- Automobile Liability Insurance** in at least an amount of: \$500,000.00 per occurrence.
- Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: _____ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.
- Commercial Crime and Third Party Fidelity Insurance** in an amount of: _____ per occurrence.
- Cyber Liability Insurance** in an amount of: _____ per occurrence.
- Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.
- Pollution Insurance** in an amount of: _____ per occurrence.
- Aircraft Liability** in an amount of: _____ per occurrence.
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Revised 07/01/2021



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Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

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

10. [Reserved]

11. LIQUIDATED DAMAGES: This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

_____ for _____.

Liquidated Damages Contained in the Specifications.

Liquidated Damages Are Not Included in this Contract.

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

13. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

14. PAYMENT IN ARREARS: Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

15. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

Revised 07/01/2021



117 State Route 34. • Hurricane, WV 25526
Tel 866-629-2242 • Fax 866-629-2242 • www.aahcs.org

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, included in the Contract, 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. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

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 § 148-1-5.2.b.

20. TIME: Time is of the essence regarding 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 WITH LAWS: 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.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

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.

Revised 07/01/2021



117 State Route 34. • Hurricane, WV 25526
Tel 866-629-2242 • Fax 866-629-2242 • www.aahcs.org

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.

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.

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. 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>.



117 State Route 34. • Hurricane, WV 25526
Tel 866-629-2242 • Fax 866-629-2242 • www.aahcs.org

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

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

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

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. 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.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

33. 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.



117 State Route 34. • Hurricane, WV 25526
Tel 866-629-2242 • Fax 866-629-2242 • www.aahcs.org

34. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

Revised 07/01/2021



117 State Route 34. • Hurricane, WV 25526
Tel 866-629-2242 • Fax 866-629-2242 • www.aahcs.org

37. PURCHASING AFFIDAVIT: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

38. 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.

39. 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.division@wv.gov.

40. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, 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.

41. 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.
- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

Revised 07/01/2021



117 State Route 34. • Hurricane, WV 25526
Tel 866-629-2242 • Fax 866-629-2242 • www.aahcs.org

1. 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
2. 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.

42. 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.

Revised 07/01/2021



117 State Route 34. • Hurricane, WV 25526
Tel 866-629-2242 • Fax 866-629-2242 • www.aahcs.org

43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

44. PROHIBITION AGAINST USED OR REFURBISHED: Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

45. VOID CONTRACT CLAUSES – This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.



117 State Route 34. • Hurricane, WV 25526
Tel 866-629-2242 • Fax 866-629-2242 • www.aahcs.org

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.

Ivan M Espino

(Name, Title)
Ivan Espino, Account Management Intern

(Printed Name and Title)
494 Broad Street • Suite 302 • Newark, NJ 07102

(Address)
(862) 227-1913 x1913

(Phone Number) / (Fax Number)
ivan@aaahcs.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.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

All American Healthcare Services Inc.

(Company)

Ivan M Espino Account Management Intern

(Authorized Signature) (Representative Name, Title)

Ivan Espino, Account Management Intern

(Printed Name and Title of Authorized Representative)

8/18/2021

(Date)

(862) 227-1913 x1913

(Phone Number) (Fax Number)

Revised 07/01/2021