



West Virginia Purchasing Division

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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

List View

General Information | Contact | Default Values | Discount | Document Information

Procurement Folder: 83906

Procurement Type: Central Master Agreement

Vendor ID: 000000224253

Legal Name: STAFF CARE INC

Alias/DBA:

Total Bid: \$542,710.00

Response Date: 09/02/2015

Response Time: 13:19

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Status: Closed

Solicitation Description: Addendum #4 - To correct the pricing page.

Total of Header Attachments: 0

Total of All Attachments: 0



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

**State of West Virginia
 Solicitation Response**

Proc Folder : 83906

Solicitation Description : Addendum #4 - To correct the pricing page.

Proc Type : Central Master Agreement

Date issued	Solicitation Closes	Solicitation No	Version
	2015-09-09 13:30:00	SR 0506 ESR09021500000000809	1

VENDOR
000000224253 STAFF CARE INC

FOR INFORMATION CONTACT THE BUYER
 April Battle
 (304) 558-2566
 april.e.battle@wv.gov

Signature X **FEIN #** **DATE**

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Daily rate (OB/GYN) clinic coverage per eight (8) hour day	100.00000	HOUR	\$1,685.000000	\$168,500.00

Comm Code	Manufacturer	Specification	Model #
85101604			

Extended Description : Addendum #4 - Daily rate (OB/GYN) clinic coverage per eight (8) hour day-2.1.1

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Overtime rate (after normal clinic coverage)	100.00000	HOUR	\$319.000000	\$31,900.00

Comm Code	Manufacturer	Specification	Model #
85101604			

Extended Description : Overtime rate (after normal clinic coverage)-2.1.2

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Evening on call rate (5:00pm-8:00am per beeper for on call)	100.00000	EA	\$400.000000	\$40,000.00

Comm Code	Manufacturer	Specification	Model #
85101604			

Extended Description : Evening on call rate (4:00 pm - 8:00 am) (per beeper for on call)-2.1.3

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	Weekend on call rate (5pm Friday-8am Monday per beeper call)	22.00000	EA	\$3,970.000000	\$87,340.00

Comm Code	Manufacturer	Specification	Model #
85101604			

Extended Description : Weekend On Call Rate (4:00 pm Friday-8:00 am Monday) (per beeper on call)-2.1.4

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	Weekend hour rate if called to facility for per hours worked	120.00000	HOUR	\$372.000000	\$44,640.00

Comm Code	Manufacturer	Specification	Model #
85101604			

Extended Description : Weekend hourly rate (if called to the facility) (per hours worked)-2.1.5

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
6	Holiday rate on call (per beeper for on call)	6.00000	EA	\$2,677.500000	\$16,065.00

Comm Code	Manufacturer	Specification	Model #
85101604			

Extended Description : Holiday rate on call (per beeper on call)-2.1.6

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
7	Holiday rate (per eight hour day)	6.00000	DAY	\$2,527.500000	\$15,165.00

Comm Code	Manufacturer	Specification	Model #
85101604			

Extended Description : Holiday rate (per eight our day)-2.1.7

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
8	Holiday Rate On Call (if required to be at clinic)	40.00000	HOUR	\$2,677.500000	\$107,100.00

Comm Code	Manufacturer	Specification	Model #
85101604			

Extended Description : Holiday rate on call (if required to be at clinic)-2.1.8

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
9	Permanent placement of a physician with facility	1.00000	EA	\$32,000.000000	\$32,000.00

Comm Code	Manufacturer	Specification	Model #
85101604			

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

**Solicitation No. CRFQ 0506 WEH1600000001
Locum Tenens OB/GYN Services
Welch Community Hospital
September 2, 2015**

Submitted to:



**April Battle, Buyer 51
Purchasing Division
2019 Washington Street, East
Charleston, WV 25305**



By:
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Executive Summary

Staff Care, an AMN Healthcare company, is pleased to submit our proposal for Locum Tenens OB/GYN Services for State of West Virginia/Welch Community Hospital.

First and foremost, **thank you for the privilege and opportunity** to present our Staffing Agency Services and management solution. We understand that your final decision will be an important one and is key to assisting the State of West Virginia/Welch Community Hospital in meeting its mission to inspire hope and contribute to health and well-being by providing the best care to every patient through integrated clinical practice, education and research. Through our **more than 25 years of experience as the largest and most experienced Preferred Physician Staffing Provider and healthcare Managed Services Programs (MSP)** provider for healthcare organizations across the country, we understand the desired outcomes for the management of your temporary clinical workforce.

A hallmark of a world-class company is to know and be focused on what it does best. The State of West Virginia/Welch Community Hospital's focus is clearly to be the leader in integrated delivery of quality patient care while Staff Care's clear focus is to provide scalable and robust clinical workforce management solutions focused on delivering high quality clinicians, when needed and cost effectively. Within this document, you will find the results of Staff Care's locum tenens staffing solutions and an outline of areas of operational efficiencies, improved quality and better cost alignment of locum utilization. Listed below are some of the highlights contained within the proposal:

- We will provide The State of West Virginia/Welch Community Hospital with direct access to the industry's largest supply of locum healthcare professionals through our Preferred Staffing Program. The results of filling more of your needs in a timely fashion will have a positive impact on the retention of The State of West Virginia/Welch Community Hospital's employed physicians, increase the quality coverage of patients and improve client satisfaction.
- Staff Care will build a scalable account management team and recruitment team to meet demand. We expect that there will be cost savings from internal State of West Virginia/Welch Community Hospital resources that can be redeployed to focus on other key initiatives.
- We are 2.5 times larger than our nearest competitor in the provision of physician healthcare staffing and strategic workforce solutions giving The State of West Virginia/Welch Community Hospital access the substantive operational infrastructure and financial resources to deliver a successful solution....backed by our performance guarantees. Also, as a healthcare staffing company (physician, nursing, and allied health) we serve more than 6,000 healthcare clients.
- We know that The State of West Virginia/Welch Community Hospital has the same high standards for quality standards. Our ability to deliver the best candidates was recognized by becoming the first multi-site healthcare staffing agency to earn The Joint Commission's Gold Seal of Approval™ and a founding member of NALTO.

Background and Experience

AMN Corporate Description (the parent company of Staff Care)

AMN Healthcare Services, Inc. is the nation's innovator in staffing and healthcare workforce solutions, including managed services programs (MSP), recruitment process outsourcing solutions (RPO), recruitment and placement of healthcare professionals into temporary and permanent positions, and consulting services. Because we are exclusively dedicated to healthcare, our clients include acute-care hospitals, government health facilities, community health centers and clinics, physician practice groups, and a host of other healthcare settings. AMN achieves unparalleled access to quality healthcare talent through its innovative recruitment strategies and breadth of compelling career-building opportunities offered to healthcare professionals.



The Innovator in
Healthcare Workforce
Solutions

Who We Are

- Largest healthcare Managed Services Program (MSP) provider
- Largest healthcare staffing and permanent placement company
- Industry thought leader, publisher
- Most experienced team in the industry

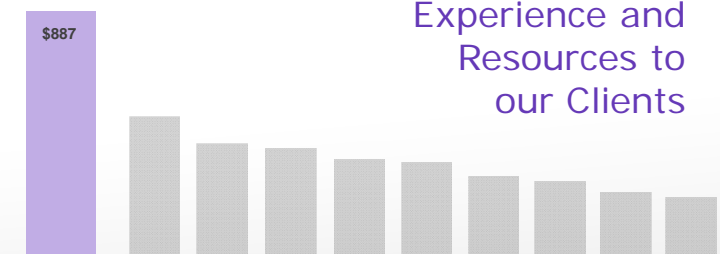


Broadest, deepest spectrum of service offerings

STAFFING
INDUSTRY
ANALYSTS



Largest U.S. Healthcare Staffing Companies (\$ In Millions)




Company	Revenue (\$ In Millions)
AMN Healthcare	\$887
CHG Healthcare	~150
Cross Country	~120
Jackson Healthcare	~110
Maxim Healthcare	~100
Medical Staffing Network	~90
Team Health	~80
Supplemental Healthcare	~70
On Assignment	~60
C&A Industries	~50

Bringing Healthcare Experience and Resources to our Clients

Notes: Data based on 2011 reported revenues for public companies, and estimated revenues for private companies (based on Staffing Industry Analysts' September 2011 List of Largest U.S. Healthcare Staffing Firms, adjusted for a 6% SIA 2010-2011 estimated revenue growth rate). All figures exclude clinical/scientific staffing, home healthcare services and emergency department outsourcing.

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AMN Operational Overview


AMN is the largest healthcare staffing and workforce management company, with 2014 revenues of \$800 million. We employ nearly 1,900 corporate employees, and directly employ over 19,000 nursing and allied health professionals. We operate over 60 regional and branch locations across the country. For over 25 years, AMN has stood by its clients through the ever changing healthcare industry and has demonstrated its ability to scale and adjust to our client needs. We have become the largest healthcare workforce management and staffing company by focusing on each client's unique individual needs and deploy the resources they need at the time they need them most. Attached below is the operational structure of AMN Healthcare and profile of senior leadership and board membership:




Staff Care - Physician & Mid-Level Practitioners - Locum Tenens Division

Under our Staff Care, Linde Healthcare and Locum Leaders brands, these divisions place physicians of all specialties, certified nurse anesthetists (CRNA), nurse practitioners, and dentists on a temporary basis (locum tenens) as independent contractors with all types of healthcare organizations throughout the United States including hospitals, medical groups, occupational medical clinics, individual practitioners, networks, psychiatric facilities, government institutions, and managed care entities. These professionals are recruited nationwide and are typically placed on multi-week contracts with assignment length ranging from a few days up to one year.

- We are the leading locum tenens agency with **the largest physician and provider pool** of resources in the industry. In 2014 we filled over 220,000 days of locum tenens coverage across the country. We have the resources to be your single provider.
- As the leader in locum tenens staffing, Staff Care is one of a small subset of staffing firms **certified by the Joint Commission** for its ability to provide qualified and competent locum tenens staffing services to our Clients.

 We've earned the Joint Commission's Gold Seal of Approval
- AMN Healthcare is committed to quality and has recently reached a prestigious milestone; AMN has received the esteemed certification from the National Committee for Quality Assurance (NCQA) for 10 out of 10 elements and now operates as a Credentials Verification Organization (CVO). This not only speaks to our qualifications standards for our healthcare professionals' credentials and qualifications before they become qualified Staff Care independent contractors, but also allows facilities to outsource their credentialing process while still adhering to NCQA standards.

 NCQA
Measuring quality
improving health care
- Our reputation for quality, integrity and exemplary customer service has earned us the **most hospital and state endorsements in the industry.**
- **Unrivaled Candidate Resources.** Over 200 recruiters support our Clients in identifying, recruiting, licensing and credentialing locum tenens providers.
- Our medical staffing business principles include **Integrity, Commitment to Excellence, Expertise in Medical Staffing, Innovation in Physician Staffing, and Professionalism.**

We Are AMN Healthcare

- **Nation's largest** healthcare staffing company providing physician, nurse and allied staffing, physician search, managed services, home healthcare and recruitment process outsourcing
- A **founding company** in the industry: a strong tenured management team with proven track record of driving innovation, navigating through economic cycles and setting highest standards for quality and efficiency
- A **healthcare company** providing solutions to the **healthcare labor shortage** driven by aging population, retiring clinicians, increasing life expectancy, and medical innovation
- An **agile, fiscally conservative** organization with an operating model streamlined for **scalability** to achieve operating leverage and improved EBITDA margins over the long term



Key Differentiators of Staff Care/AMN include:

- **Leadership** –Leader in healthcare staffing and management services with over 25 years of experience.
- **Consultative Partnership** – We work with clients to find customized and scalable solutions.
- **Service** – We provide a high quality, reliable and personalized service.
- **Workforce Solutions** – We provide efficiencies and cost savings to organizations helping them to manage all or part of their workforce.

Our years of expertise delivering exceptional service to our healthcare partners has resulted in our position as the most respected and the largest single-source provider in the healthcare staffing industry today. Our national, regional, and local scope of diversified service offerings put us in a unique position to quickly respond to all of our Clients' needs. We are proud of the fact that Staff Care has some of the most innovative and far-reaching clinical workforce management resources available to help you address human capital opportunities and challenges.

- Highest-quality locum tenens staffing firm
 - Licensing
 - DEA/CSR certification
 - Highest level of education
 - NPDB search
 - Work history review
 - Medical malpractice history
 - Sanctions history search and ongoing monitoring

- Our reputation for quality, integrity and exemplary customer service has earned us the most hospital and state endorsements in the industry
- Unrivaled Candidate Resources
 - Over 200 recruiters support our Clients in identifying, recruiting, licensing and credentialing locum tenens providers
- We are the first locum tenens agency to develop a secure web based Client portal allowing online order placement, view candidate submission, view timesheets and electronic billing, fill rate and other efficiency reports. No unnecessary phone calls, faxes etc.
- Our medical staffing business principles include Integrity, Commitment to Excellence, Expertise in Medical Staffing, Innovation in Physician Staffing, and Professionalism
- Locum Tenens Billing Services
 - AMN Healthcare has developed a first of its kind, full-service billing solution specific to temporary physicians. Regulations, lack of resources, time constraints, and billing complexities have hospitals and physician groups reticent to invest the time and resources needed to recover reimbursement dollars for temporary physicians. However, AMN Healthcare's innovative Locum Tenens Billing Services make it easier than ever to not only manage your patient flow, but also your cash flow by helping you recoup your reimbursement dollars.
 - Recover reimbursements for locum tenens staffing from all payer sources, including Medicare, Medicaid, Insurance and private pay.
 - Provide added stability to your department and enhance your revenue stream
 - Gain access to a locum tenens sourcing and cost recovery solution.
 - Collect outstanding reimbursements
 - We will provide a turn-key billing solution that includes:
 - Credentialing
 - Enrollment
 - Coding
 - Billing
 - Collection services

Staffing Proposal

Based on the information contained with the RFQ instructions and our history with The State of West Virginia/Welch Community Hospital, we believe the locum solution offering to consider is our Locums Preferred Services Program. The program will allow The State of West Virginia/Welch Community Hospital to quickly implement a locum tenens management platform that creates improved quality and fill rates, better cost alignment and operational efficiency initiatives.

Locums Preferred Services Program Overview

Staff Care is proposing a Locum Tenens Preferred Service Program with The State of West Virginia/Welch Community Hospital. The spirit of a preferred partnership elevates Staff Care and The State of West Virginia/Welch Community Hospital's relationship to a level that includes deeper collaboration, strategy, communication and accountability. Ultimately, this deeper, more strategic relationship provides a significant amount of additional value for both organizations. The preferred partnership includes an internal team that is dedicated to serving the needs of The State of West Virginia/Welch Community Hospital and that internal team, is directly responsible and accountable to meeting the physician locum tenens staffing needs of The State of West Virginia/Welch Community Hospital physician recruiters and senior leadership. Within the infrastructure of a preferred partnership, Staff Care has the ability to better plan service needs, use historical data to anticipate needed coverage as well as analyze trends as well as provide more adequate program status updates through continuous monitoring which ultimately allows Staff Care to support the staffing and financial goals for short and long term locum tenens coverage needs for The State of West Virginia/Welch Community Hospital.

Staff Care is the Locum Tenens value leader by helping healthcare facilities achieve their patient-care, staffing, and financial goals. Our proven ability to rapidly fill multi-specialty needs while paying close attention to qualifications, proper fit, and unique requirements allows clients to be confident that we respect and protect the serious responsibilities associated with providing high quality continuity of care, superior levels of service, and cost efficiency. Both providers and clients can focus on delivering good medical care and be confident that their dedication and serious responsibilities are respected and protected by Staff Care. Staff Care has extensive healthcare industry knowledge and the highest professionalism which is demonstrated by more state hospital association endorsements than any other agency. We have a comprehensive portfolio of specialty-focused teams in Primary Care, Surgery, Radiology, Anesthesia, Behavioral Medicine, Dentistry, Internal Medicine Sub Specialties and Government Services. In 2014 Staff Care filled more than 200,000 days of temporary assignments nationwide. As the Leader in Locum Tenens Staffing, we commit the time, energy, and expertise necessary to build lasting, productive relationships and to always be a valuable resource for healthcare facilities. Since 1991, we have filled more assignments with the highest quality providers in the industry, in turn qualifying us to be "The Leader in Locum Tenens Staffing."

When Staff Care first receives a request for a healthcare professional to augment a client's staff, we immediately notify each member of our recruitment team. We employ over 75 recruiters in several offices that maintain constant contact with a multitude of candidates. From the start, each recruiter learns the requirements of the job, and each recruiter begins calling the providers they work with to inquire about their availability. Their conversations go over very specific information that will determine whether or not they are an ideal candidate for the job.

Our recruiters value the importance of making an ideal match between provider and client. Several qualification factors go into the decision to present a provider to a potential client.

First and foremost, our recruiters screen the provider's credentials to qualify him/her for the position in question. After they determine that they would qualify for the job, our recruiters will contact that candidate to determine a number of things. We ask them to go over location, pay expectations, availability for the length of the contract, and other details that tell us their suitability for the assignment. At that time, we ask the candidate for any updated references, certifications, and work history from the last time we worked with them and have that updated in our proprietary system. From this system, we then send a file that contains the candidate's credentials, skills, references, and personal information to a final team member for a second screening. This double-screening really eliminates the possibility of a candidate getting through to the client that may not actually match the job description ideally, which ultimately saves the client time. The client has the ultimate say, but we do an outstanding job providing qualified healthcare professionals to the clients that we work with.

Occasionally, we receive requests for candidates with highly specialized certifications and/or other unusual specifics that are slightly more difficult to find. For these orders, we lean more on our other methods of recruitment. We have a website on which we post all open orders for anyone to see. Of course, we screen anyone that calls in regarding an order the first time we speak with them.

Several enhancements to our proprietary computer system allow us to search specific skill sets, desired locations, specialty certifications, and more. This database technology enables us to quickly and efficiently narrow the field to the candidates we have that match a certain job description. We do not waste time screening candidates only to determine that they do not match the requirements of the job. This process speeds up our response time to ultimately finding the ideal candidate for the client.

Placement Coordination

Once the candidate is sourced, the account management team will track credentialing information, orientation, timecard information, and invoicing. The process ensures 100% compliance of contract terms and assures consistent processing of all candidates throughout the process.

Selection

Staff Care, enabled by our technology platform improves quality of physicians by placing minimum requirements online and limiting candidate submissions to only qualified candidates. Candidate profiles are viewable during the hiring process and become a permanent file after the candidate's first booked assignment.

Booking

Suppliers submit candidates through technology, providing a candidate's resume, certifications and qualifications. Once submitted, Staff Care may review each candidate and create a short list of the best candidates for the State of West Virginia/Welch Community Hospital to review. The State of West Virginia/Welch Community Hospital may compare candidates against the job posting requirements and each other, and may then phone interview the candidate. Each interview may be scheduled and feedback on each candidate may be recorded. When the hiring manager identifies the candidate they would like to engage, they simply notify Staff Care to initiate the process to book the candidate. The work order includes details on the start and end date of the engagement, bill rates, and on-boarding activities. The work order is submitted to the supplier, and once accepted, the candidate is booked for the engagement. The candidate will then be confirmed and the credential gathering and submission process is completed. Once the candidate is 'ready-to-go' their status is changed to Active within the technology and captured on reporting and tracking data.

Reporting

Standard Reports. There are a robust suite of reports to provide an analytical view into spend performance across an organization that will be accessible at any time to you and your staff. While these standard reports provide access to a broad range of information, typically each company has its own method of analyzing information.

Fill Rates & Assurance of Physician Supply

During the implementation process we will conduct a benchmark study that will measure current fill rate activity, with a deliverable back to The State of West Virginia/Welch Community Hospital that incorporates a graduated increase in fill rates based upon baseline analysis and benchmark findings. After we determine current baseline fill rates our performance standard will be to increase fill rates quarter over quarter while maintaining the focus on quality and cost savings opportunities that arise.

Advance Sourcing & Marketing Strategies

As a recruitment company, first and foremost, Staff Care is consistently working to be the leader in the marketplace from a sourcing standpoint. We work to stay on top of trends, such as, Social Media, to make sure that we are able to attract top supply. In addition to the traditional avenues of Online Marketing, Database Marketing and Job Boards, Staff Care employs methods such as Geo-Targeting where we create email and web campaigns directed at specific areas, Social Media campaigns through Facebook, and Order Alert Blasts with specific information about hard to fill positions via email and text message. A specific focus will be put on filling The State of West Virginia/Welch Community Hospital's needs using these strategies.



Extensive Recruitment Resources

Our recruitment resources will allow us to meet The State of West Virginia/Welch Community Hospital's increased staffing demands. We have a large database of experienced locums as a result of Staff Care's targeted, far-reaching recruitment efforts, unlike any other company in the industry today. What that means for The State of West Virginia/Welch Community Hospital is that Staff Care's recruitment strategy, coupled with a seasoned, professional, recruitment team, gives you the comfort and confidence of knowing that we understand how to recruit and retain the best-matched healthcare professionals to fill your specific staffing needs.

- **Recruitment Resources**
 - AMN/SCI Brand Recruiters
 - Dedicated Prospectors
 - Recruitment Specialist lead generators

- **Targeted Prospecting**
 - Targeted email and text blasts generated and personalized by Recruiter
 - Specialized Prospect searches across entire database
 - Designated Sales time to prospect and sell The State of West Virginia/Welch Community Hospital 's open positions

Ability to Direct Health Professional Supply to The State of West Virginia/Welch Community Hospital

Staff Care has a proven ability to increase our fill rates as we deepen the type of partnership with our clients. Staff Care distinguishes itself from other companies by utilizing a multi-brand recruitment strategy, innovative recruitment processes, and dedicated account management to help our clients meet their critical staffing needs. Our multi-brand recruitment strategy allows us to appeal to diverse segments of the health professional market; from new health professionals seeking to build their careers to baby boomer health professionals looking for alternatives to retirement. With our clients, we are able to focus recruitment resources and invest resources to deliver on our fill rate guarantees.

Methodology

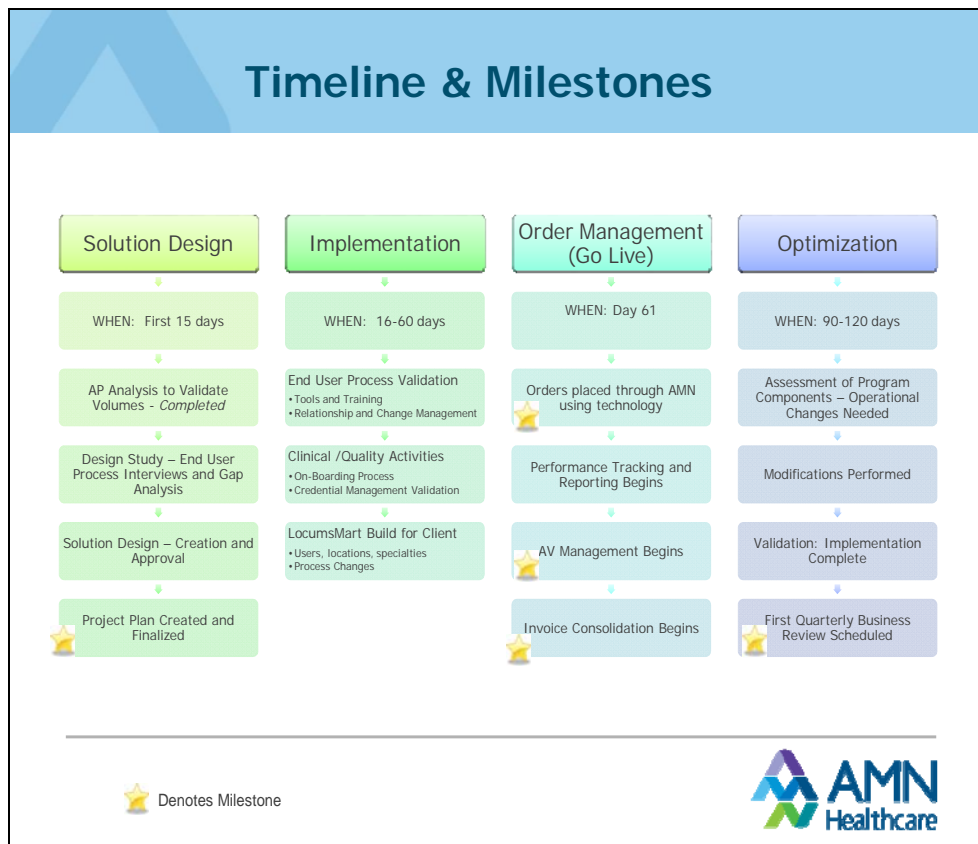
Customer Service Structure

Staff Care’s Locum Tenens Preferred Service Program

Staff Care’s Locum Tenens Preferred Service Program is similar to the methodology used for Staff Care’s Managed Service Program. Staff Care’s Preferred Locum Tenens Preferred Service Program utilizes the same framework for implementation depending on the size of the healthcare client and depth of engagement. There are some differences with regard to overall scope. See below for specific implementation methodology.

Implementation Timeline & Methodology

Staff Care’s implementation methodology occurs in four distinct stages. All project planning materials and associated scope of work required is organized by these phases. Also, each stage is dependent on the completion of the previous stage. Upon being awarded the State of West Virginia/Welch Community Hospitals contract, Staff Care will design and draft a detailed implementation plan and timeline to The State of West Virginia/Welch Community Hospital’s scope of service installation. The diagram below demonstrates a high level overview of our proposed timeline and implementation methodology for The State of West Virginia/Welch Community Hospital.



Stage #1: Solution Design

The objective of the this stage is to ensure that Staff Care and the State of West Virginia/Welch Community Hospital have an established mutual understanding of the implementation plan, scope of the program, identification of key stakeholders and engagement of Staff Care and the State of West Virginia/Welch Community Hospital implementation team. During this phase the implementation team will convene and establish lines of communication, meeting schedule, and prepare and confirm timelines for the remaining stages of implementation. The project plan will be finalized and approved by key stakeholders from the State of West Virginia/Welch Community Hospital and Staff Care.

Stage #2: Due Diligence

During this phase, Staff Care conducts a comprehensive review of the State of West Virginia/Welch Community Hospital's existing staffing processes and talent needs before leveraging this data to refine solutions and project timelines. During this stage Staff Care will partner with the State of West Virginia/Welch Community Hospital to collect the critical data, determine change management requirements, assess gaps not identified during the solution process, and modify the plan. Completion of data collection and analysis is critical because it is the basis for all customized design and configuration.

Staff Care then will make recommendations for process changes/revisions and collaborate with the State of West Virginia/Welch Community Hospital's team members in the design and development of systems and tools for vendor transition, temporary staff placement process, reports, training, and orientation.

Stage #3: Implementation

The purpose of this stage is to ensure that the placement processes, communication plans, trainings, and associated technology has been correctly configured, installed, and validated prior to "go live". During this phase all affiliate vendors are confirmed, internal State of West Virginia/Welch Community Hospital's employees are notified and trained on systems and any new processes and given instruction on how to proceed.

Stage #4: Order Management

In this phase, Staff Care launches the program and moves the partnership into steady-state. The focus of activities is assurance that implementation is successful and the allocation of resources to assist with questions, troubleshooting, and necessary implementation changes immediately following the go-live date. The aim of the support is to stabilize the placement process flow and the introduction of reporting, quarterly reviews, and day-to-day account management.

Service Team

We understand the importance of providing the State of West Virginia/Welch Community Hospital with a cohesive account management structure. There are many people behind the scenes that work as part of an integrated account team who are constantly responsive to meeting the objectives of our clients. The account management structure includes dedicated leadership and our service specialists at no cost to the State of West Virginia/Welch Community Hospital assuming the State of West Virginia/Welch Community Hospital contracts for Staff Care to manage a Preferred Services scope of Locum Tenens needs.

During our Solution Design, we configure account management teams that maximize quality consistency, reporting visibility, improved fill rate, better cost alignment and through a full complement of integrated on-site, regional, and corporate account management model. With the State of West Virginia/Welch Community Hospital, we are prepared to further partner with the State of West Virginia/Welch Community Hospital stakeholders in account management design.

Preferred Service Program Account Management

Staff Care uses a Service Team management system. The Service Team consists of the following positions:

- Territory Sales Consultants
- Account Managers
- Quality Management Compliance Analyst
- Licensing Coordinator
- Travel and Housing Coordinator
- Client Accounting Representative
- Regional Vice President / Divisional Vice President

The Territory Sales Consultant is the liaison for any contractual questions, concerns or updates. The Territory Sales consultant serves as a Client advocate, ensuring your overall needs are met. They also provide the front end consultation on finding out about a specific need at your site, the rate ranges and success we have had in that arena, and set up everything relating to the position for the Account Manager to be successful in finding the right candidate for our Client's need.

The State of West Virginia/Welch Community Hospital physician recruiters or facility representatives will work with the Account Manager(s) on a day to day basis, placing order, reviewing presentations, setting up interviews with hard to reach candidates, making offers and confirming assignments. Account Managers act as a liaison between the provider and internal recruiter representing that provider, and the Client – ensuring your overall goals are met and the right fit is made. The Account Manager, as a partner to the Territory Sales Consultant, can be your contact for everything you do with Staff Care including any questions that involve other departments, or you may choose to contact other departments directly.

Your Service Team will design how your account is managed based on your needs and requirements. Any usage reports that you need may be requested through the Account Manager and be designed to include information that is useful to you in a format that will be meaningful to your needs. Your Account Manager is available to provide daily service to your facility and to work with you on the resolution of problems should they arise. The Account Manager can also act as a liaison for all departments at Staff Care. Your Account Manager can also call upon your Regional Vice President and other management personnel when dealing with any issues that are beyond their expertise.

Once a provider is booked, you will work with the State of West Virginia/Welch Community Hospital's assigned Quality Management Compliance Analyst to credential and privilege the provider. This designated person(s) knows exactly the requirements to privilege based on previously established guidelines, and will work with the Account Manager and Provider to ensure a complete file for privileging prior to start.

Our Licensing Coordinator will work directly with the Service Team to ensure the file is complete and sent to the Licensing board in a timely fashion. This person monitors progress and continues to alert the team when items are incomplete or additional information is requested. The Travel and Housing Coordinator (HAE) is trained to adhere to the State of West Virginia/Welch Community Hospital's specific requirements and will be your single point of contact for the provider as well as confirm travel arrangements with the Client at a specific site.

The State of West Virginia/Welch Community Hospital assigned Client Accounting Representative (CAR) manages your invoicing and all billing activity – they know your account and requirements and are there to answer any questions you might have. Again you can always refer questions back to your Account Manager or Territory Sales Consultant, however the CAR will be educated on the State of West Virginia/Welch Community Hospital's needs, and billing can be set up worksite specific, so that each site is billed in their preferred way.

The Regional Vice President supports all services and relationships between Staff Care and your facility. The RVP ensures that anything that may hamper the Service Team in providing the best service possible – is removed or corrected.

A Staff Care management-level team of specialists is available to your facility even during off hours through our answering service. We will be there for you when you need us – no matter what day or time.

Each member of your Service Team is here to ensure that Staff Care meets your staffing needs and you are free to focus on the care of patients – not staffing.

Account Managers facilitate the order-to-booking process with the Account Executive to ensure each facilities needs are met – including day-to-day contact with Associate Vendors (subcontractors). They are responsible for creating collaborative relationships with all the State of West Virginia/Welch Community Hospital and placement stakeholders within the State of West Virginia/Welch Community Hospital system, by gaining a thorough understanding of the client's business goals, resulting in total customer satisfaction and attainment of financial objectives.

What this means to the State of West Virginia/Welch Community Hospital is those involved in the temporary staffing process can be assured of an easily accessible and knowledgeable AMN/Staff Care team who are not only familiar with the State of West Virginia/Welch Community Hospitals unique processes and dynamics, but also helpful with how to access technology and Staff Care/AMN supply channels to expedite the placement process and deliver superior customer service.

Credentialing Review Teams

Works with healthcare professionals, Associate Vendors, and the State of West Virginia/Welch Community Hospital to deliver all quality management documents prior to assignment starts.

Back Office Support

Centralized back office support teams oversee all locums billing, vendor contracting and compliance, invoicing and payments.

Dedicated Recruitment Teams

Senior Staff Care recruiters who focus solely on the State of West Virginia/Welch Community Hospital open orders.

After Hours Support

Provides support after business hours, night and weekends. A dedicated toll free number for a Staff Care contact will be provided for the State of West Virginia/Welch Community Hospital for after business hours needs or emergency circumstances.

Implementation Team

Develops and delivers the project plan; collaborates with the State of West Virginia/Welch Community Hospital throughout all parts of the implementation process to assure a successful program is delivered to the State of West Virginia/Welch Community Hospital stakeholders and that all components involving process, people, and technology are addressed.

Responsiveness

Daily Operations & Service Questions

Staff Care's goal is to provide the best customer service to our clients. Staff Care responds immediately to questions and also to confirm receipt of staffing requests, and typically presents qualified candidates within 24-48 hours depending on the specialty. Staff Care utilizes a multi-desk production team which allows for the account manager dedicated to fulfilling your daily service needs. This account manager serves as a liaison for all parties involved and will be available on a regular basis. Staff Care will provide the State of West Virginia/Welch Community Hospital with the account managers contact information, as well as Staff Care's after hours contact number, where leadership representatives are on call 24-7.

Dispute Management

If you have questions or concerns, we want to know about it, provide responses, and will do our best to resolve the situation within 2-24 hours in most situations. We want you happy with our performance, our billing, and our healthcare professionals.

Routine problems would be addressed by the Account Managers and would then be elevated to the Regional Vice President. The Territory Sales Consultant would be first contact for any contractual issues. The initial call for the "identification of a question/problem" would be to the Account Manager.

Ultimately, the Regional Vice Presidents / Divisional Vice Presidents are responsible for all aspects of Staff Care's service to you as our Client. If the Account Manager is unable to address any concern to your satisfaction – please do not hesitate to escalate this issue to the Regional Vice Presidents / Divisional Vice Presidents.

Specific Issues with the Healthcare Professional

We are dedicated to fostering clinical excellence by providing healthcare professionals the support they need, when they need it, 24 hours a day, 365 days a year. We understand the different situations, challenges and special needs of each healthcare professional. To ensure that our professionals are successful at your facility and adapt easily to a new environment, we support them throughout their assignment and provide them with career counseling, mentoring and coaching.

Service Levels

Locum Tenens Preferred Service Program – Service Levels

Customer Account Representatives:

Each Client is assigned their own Customer Account Representative (CAR) for quick response and customer service. The CAR is responsible for overseeing all invoicing for the Client, regardless of specialty or facility location.

Surveys:

Staff Care has an internal Quality Control Department which is responsible for obtaining Client and Provider surveys after the completion of each assignment. These surveys are an invaluable tool in assisting Staff Care in the ongoing monitoring of Providers and Clients, as well improving the quality of our services internally. The surveys provide 360 degree, multi-level feedback tool. Staff Care uses surveys to provide a continuous improvement environment. Staff Care team members are provided feedback and guidance to improve our processes on an ongoing basis.

Housing Services Department:

To source and coordinate appropriate, safe, and cost-effective lodgings and travel arrangements for Healthcare Professionals (HP) and to document selected lodging and travel completely and accurately in proprietary and non-proprietary systems in support of company business objectives. To act as a customer service agent of Staff Care (the Company) towards internal and external customers.

Risk Management:

Risk Management is the department responsible for the review and the approval of each Provider to receive medical malpractice insurance coverage. In addition, they conduct all risk reviews and ensure that the organization's risk is minimized in all aspects.

Consistency:

Staff Care reviews all healthcare professionals seeking interim medical practice opportunities in a consistent manner with regard to the questions asked and documentation requested of each healthcare professional.

Thoroughness:

Staff Care thoroughly reviews each application and all documentation. We address any concerns immediately upon discovery, thereby limiting surprises for our Clients in the latter part of the process.

Full Disclosure:

Once compiled, Staff Care fully discloses to the Client all information gathered during the pre-qualifying process.

Licensing Department:

Staff Care's Licensing Department is a key resource to Staff Care as it is an in house organization that assists healthcare providers in expediting their license so they are able to meet their assignment start date with Staff Care.

Customer Support Services:

Customer Support Services consists of multiple teams working with all aspects of HP payroll and client billing. The department enters HP's time ensures that the traveler gets paid accurately and on time and facilitates the invoicing of clients (Billing)

Quality and Operations

Service Metrics

Staff Care continually subjects healthcare professionals to a qualification review outlined below. In the interest of protecting Client relationships, Staff Care reserves the right at any time to cancel all contracts with a healthcare professional at the behest of Staff Care if any information gathered during this process compels Staff Care to do so.

Re-Qualifying

- Primary source verify all active licenses every 120 days, or more frequent if necessary
- Primary source verify DEA and Controlled Substance Registration every 120 days, or more frequent if necessary
- Primary source verify specialty board certification every 120 days, or more frequent if necessary
- Primary source verify national certification every 120 days, or more frequent if necessary (mid-level providers)
- Primary source verify Medicare/Medicaid sanctions every 90 days
- Ongoing monitoring of State License Actions and Medicare/Medicaid Sanctions
- Updated Attestation required every 305 days
- Updated Release and Authorization required every 305 days
- Updated work history every 305 days
- NPDB Entity Query every 305 days
- Minimum of two references from peers with whom the healthcare professional has had clinical contact within the past year
- Review of surveys submitted by Clients following each assignment

Ongoing Monitoring and Re-Credentialing

Prior to each new assignment, our providers' files are evaluated to determine if any elements need verification (new licenses obtained, updated references, etc.). We also receive monthly and quarterly State Medical Board Disciplinary action reports for providers that assist us in evaluating any providers listed during the yearly re-credentialing process.

Quality Control

Our Quality Control Department obtains Client and provider surveys after the completion of each assignment. These surveys are another invaluable tool in assisting us in the ongoing monitoring of Staff Care, Inc.'s providers and clients, as well improving the quality of our services internally. The surveys provide 360 degree, multi-level feedback tool. Staff Care, Inc. uses surveys to provide a continuous improvement environment. Staff Care team members are provided feedback and guidance to improve our processes on an ongoing basis.

Staff Care, Inc. demonstrates the ability to provide board eligible or board certified licensed providers by utilizing our qualifying process through our Quality Assurance Department. Staff Care's Quality Assurance/Control Department continually subjects our providers to a qualification review. In the interest of protecting our Client relationships, Staff Care reserves the right at any time to cancel all contracts with a provider at the behest of the Quality Assurance Department if any information gathered during this process compels Staff Care to do so.

Staff Care continually subjects healthcare professionals to a qualification review. In the interest of protecting Client relationships, Staff Care reserves the right at any time to cancel all contracts with a healthcare professional at the behest of Staff Care if any information gathered during this process compels Staff Care to do so.

Once the Provider is working at the Client's site, we pay the Provider and invoice the Client every two weeks, expecting pay within 30 days. The Account and/or Territory Sales Managers are in constant communication with the Client and Provider during the duration of the assignment making sure things are going smoothly, both parties are happy, logistical accommodations are met, processes are executed appropriately, etc.

In order to maintain a constant policy and to ensure a thorough qualifying process, Staff Care obtains a series of specific documents from healthcare professional candidates and follows a series of specific steps in reviewing these documents. Procedural steps include:

- Review of Healthcare Professional's Application. Staff Care reviews each healthcare professional application to ensure completeness in the areas of professional liability claims, loss of medical licenses, felony convictions, loss or limitation of privileges, and review of disciplinary actions, if any. Further explanation is required from healthcare professionals who have information missing from his/her application.
- Release and Authorization. A signed form is obtained from each healthcare professional that releases Staff Care and its sources of information from liability relating to confidentiality or invasion of privacy.
- Attestation. All healthcare professionals are required to attest to the completeness, accuracy, and truthfulness of the information contained in his/her application.
- Provider Service Agreement. Healthcare professionals are required to sign an agreement indicating his/her willingness to provide medical services as an independent contractor on a locum tenens basis to Staff Care's Clients.
- Curriculum Vitae. Healthcare professionals are required to submit current and complete CVs. The last five (5) years must be detailed by mo/yr-mo/yr and gaps in chronology of 30 days or more must be accounted for.
- Liability Claims History. Healthcare professionals are required to submit first party narrative on any pending or closed malpractice claim and a letter of defensibility from legal counsel on any pending malpractice claim.
- Disciplinary History. Healthcare professionals are required to submit first party narrative on any disciplinary action taken by a state board, hospital, DEA, or Medicare/Medicaid.
- References. Minimum of two references from peers with whom the healthcare professional has had clinical contact within the year immediately preceding application.

Primary Source Verification

The following healthcare professional credentials are Primary Source verified by Staff Care:

- All active, inactive and expired state licenses
- State controlled substance registration (where applicable)
- Federal DEA registration
- Specialty board certification
- National certification (mid-level healthcare professionals)
- Highest level of education (if not board certified or nationally certified)
- License sanctions
- Medicare/Medicaid sanctions
- Malpractice history

The following resources are utilized for Primary Source Verification:

State Medical License

- On-line state board verification
 - Verbal verification from appropriate state medical board
 - Written verification from appropriate state medical board
- Note: If disciplinary action is indicated, written documentation from the state medical board is required.

State Controlled Substance Abuse Registration

On-line, verbal, or written verification from appropriate state board

Federal DEA Registration

- Entry into the NTIS database

Specialty Board Certification

- Entry into the Certificates database
- AOA Profile
- Written or verbal verification from appropriate specialty board

National Certification (Mid-Level Healthcare)

- On-line, verbal, or written verification

Highest Level of Education

- Written or verbal verification from specialty program
- AMA or AOA Profile

License Sanctions

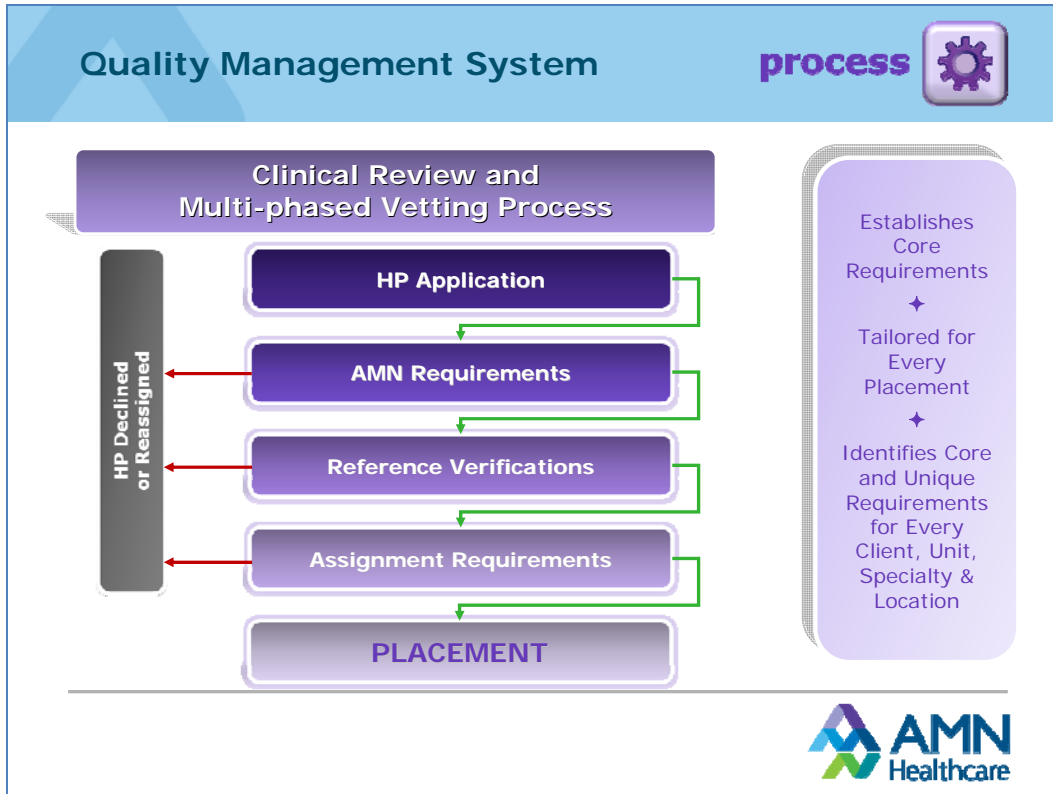
- Written or on-line verification from the state board(s)

Medicare/Medicaid Sanctions

- Entry into the OIG and EPLS databases

Malpractice History

- NPDB Entity Query



Provider Measurement/Training

Assignment related issues

- Staff Care utilizes a “three-desk” production team which allows for an account representative who is trained to learn Client and Provider preferences and strive to continuously improve those relationships. This account representative coordinates educating/orienting new candidates on all facets of the assignment. In addition, any issue that comes up before or during the assignment will be handled promptly involving any parties affected by it, the account representative will work swiftly to rectify the situation till expectations are met.

Maintaining assigned schedule

- The Staff Care account representative thoroughly goes over the dates and times the client has specified. These details are confirmed by the client via confirmation letter as well as the Provider. The account representative revivifies the Provider is fully aware of all dates and times, and then follows up leading up to the assignment revivifying each time. The account representative confirms their leaving and arrival prior to the assignment start time.

Productivity

- The Staff Care account representative gets feedback from the Client as to the Providers productivity, if the Provider is not producing up to par with Client expectations the account representative coaches and councils the Provider on what is expected. The account representative follows up until all changes are made.

Performance

- Similar to our policies about productivity, performance issues are handled by the account representative as well. The Provider is coached and counseled till expectations are met or exceeded.

Policy Compliance

- If any policy compliance issues arise, the account representative would coach or counsel the Provider till expectations are met or exceeded.

Travel delays & complications

- The Provider has several resources for any travel complications. The account representative would be their primary resource to make sure all logistical obstacles are circumvented. They also have direct access to our travel department representatives that can guide the Provider through any steps to rectify travel issues and complications.

Arrival at assignment

- The account representative confirms the provider arrival to the assignment and makes sure the Provider has all necessary info to make the scheduled start time.

Handling of timesheets

- Handling of timesheets is a team effort between our Customer Account Managers (CAM) and Account Representatives (AR). Prior to a candidate starting an assignment the AR introduces our timesheet process and informs the candidate that detailed instructions on how to complete and submit their timesheets will be provided to walk them through the process. Prior to the end of every reporting period the CAM partners with the provider as well as the client to oversee the timesheet submission. This process is very important as it ensures that the client is billed correctly and the provider is paid correctly.

Submission of reimbursable expenses

- Handling of reimbursable expenses is a team effort between our Customer Account Managers (CAM) and Account Representatives (AR). Prior to a candidate starting an assignment the AR, client and provider have all agreed on what would be reimbursable expenses. At that point the AR introduces our reimbursable expense process and informs the candidate that detailed instructions on how to complete and submit their reimbursable expenses will be provided to walk them through the process. Prior to the end of every reporting period the CAM partners with the provider as well as the client to oversee the reimbursable expenses submission. Reimbursable expenses are typically submitted with the timesheet; expenses are not unless accompanied by a receipt when applicable. This process is very important as it ensures that the client is billed correctly and the provider is paid correctly.

Professionalism

- Our commitment to provider professionalism begins with an in depth discussion with each provider regarding the expectations of the assignment they are being considered for. We also hold our providers accountable to AMN's core values; Respect, Trust, Passion, Customer Focus, Continuous Improvement, and Innovation. Maintaining this level of professionalism may at times require coaching conversations to help realign a provider's professionalism.

Responsiveness

- Communication between all parties involved in a placement is paramount to the success of the partnership. We partner with every provider to relay the importance of being responsive. Expectations are created for communication with the client and Staff Care; doing so clears up any potential misunderstandings regarding the level of communication required.

Continuing Education

Staff Care will help locate a program or help facilitate coordination of CME/CEU's for our HP if the assignment requires, or if it is identified that a particular course is needed for certification prior to start date. For Staff Care's Medical Malpractice coverage, and privileging within our roster, we do not require continuing education, nor provide a continuing education program for our physician and mid-level practitioner contracted health providers.

Metrics



Staff Care is a member of NALTO and abides by NALTO guidelines.

Advantages of NALTO Firms

NALTO is an organization founded on very basic principles. We promote sound business practices in the vast and competitive locum tenens physician recruitment industry. NALTO exists to ensure physicians and healthcare facilities are treated fairly. There are many benefits when working with a NALTO firm.

High Code of Ethical Standards

All NALTO company members must adhere to a written code of ethics that covers relationships between clients, physician providers, and other locum tenens firms. If you feel that a member company has acted in an unethical manner, you may file a formal complaint with the NALTO ethics committee. A hearing will take place and, if it is determined that the Code has been violated, sanctions up to and including termination of membership may be involved.

Industry Standards of Practice

NALTO members must also adhere to standards of practice that includes performance issues. When doing business with NALTO associates, you are assured that the firm understands and applies the highest standards in the industry.

Improvement

Client and Health Provider Surveys

Staff Care has an internal Quality Control Department which is responsible for obtaining Client and Provider surveys after the completion of each assignment. These surveys are an invaluable tool in assisting Staff Care in the ongoing monitoring of Providers and Clients, as well improving the quality of our services internally. The surveys provide 360 degree, multi-level feedback tool. Staff Care uses surveys to provide a continuous improvement environment. Staff Care team members are provided feedback and guidance to improve our processes on an ongoing basis.

NCQA certified CVO: ProCertify

Delivers the quality you need enabling you to be confident about your next temporary healthcare professional and the caliber of care your patients will receive. Staff Care now has access to an in-house CVO to verify locum tenens credentials and qualifications. Our parent company AMN Healthcare has received the esteemed **Credentials Verification Organization (CVO)** certification from the National Committee for Quality Assurance (NCQA)

Highest-quality locum tenens staffing firm

- Licensing
- DEA/CSR certification
- Highest level of education
- NPDB search
- Work history review
- Medical malpractice history
- Sanctions history search and ongoing monitoring

Staff Care Hospital Endorsement & Affiliation Listings:

Endorsements:

- Arizona Hospital & Healthcare Association
- Arkansas Hospital Association
- Hospital Council of Northern & Central California
- Connecticut Hospital Association
- Georgia Hospital Association
- Iowa Hospital Association
- Louisiana Hospital Association
- Maryland Hospital Association
- Memorial Hermann Health Network Providers
- Mississippi Hospital Association
- Montana Hospital Association
- New Mexico Hospital Association
- North Carolina Hospital Association
- Tennessee Hospital Association
- Texas Hospital Association
- Texas Healthcare Trustees
- Virginia Hospital & Healthcare Association
- Washington Hospital Association
- West Virginia Hospital Association
- Oklahoma Hospital Association

Other Partnerships & Affiliations

- Ohio Hospital Association
- Indiana Hospital Association
- WHA Financial Solutions (Wisconsin Hospital Association)
- National Association of Community Health
- Centers (NACHC)
- Medical Group Management Association (MGMA)

Insurance

Insurance Coverage

Staff Care will provide a certificate of insurance evidencing coverage not less than \$1 million per occurrence / \$3 million aggregate applicable to services performed by physicians/practitioners contracted with agency.

Contacts

Names, addresses, and contact information for your insurance carrier(s).

Lexington Insurance Co./Sedgwick

P.O. Box 14478

Lexington, KY 40512

PH: 713-914-3239

FAX: 713-914-3250

Policy Dates

6/04/2008-6/04/2016

Policy Number

6795462

Lapses

How agency ensures that your providers never work with lapsed insurance coverage.

Staff Care's coverage is a group policy, and is renewed on either an annual or biennial basis. Staff Care will have updated/new coverage in place prior to expiration date. Each HP is qualified through Staff Care's approval process before being placed on our roster and is re-qualified every 305 days to remain on our roster.

References

1. **Beaver Dam Community Hospital**
707 S. University Ave
Beaver Dam, WI 53916
Darlene Minnema, Assistant to COO David Corso
(920) 887-4076
DMINNEMA@BDCH.ORG
2. **Fond Du Lac Regional Clinic**
420 East Division Street
Fond Du Lac, WI 54935
Gail Luttenberger, Assistant to COO and Board of Directors
(920) 926-8303
LUTTENBERGER@AGNESIAN.COM
3. **Harris Health System/Harris County Hospital District**
2525 Holly Hall Street
Houston, TX 77054
Patty Kenyon
(713) 755-7909
Patty.kenyon@pur.hctx.net
4. **Allina Hospitals and Clinics**
701 South Dellwood Street
Cambridge, MN 55008
Jon Ward, Regional Director
(763) 688-7970
JON.WARD@ALLINA.COM

Exceptions

Staff Care, Inc. is in the business of locating independent contractor locum tenens providers and placing them with client facilities. Such independent contractor locum tenens providers shall not be considered Staff Care, Inc.'s employees, agents, representatives, or sub-contractors for any purpose under this agreement or otherwise. Staff Care, Inc. does not provide Worker's Compensation Insurance or Commercial General Liability Insurance coverage for any locum tenens providers. Staff Care, Inc. shall arrange malpractice insurance coverage for locum tenens providers through Staff Care Inc.'s insurance carrier. The term "Vendor" as used throughout the Agreement shall be limited to include Staff Care, Inc., and shall not include any locum tenens providers.

Staff Care, Inc. is not licensed to practice medicine and as such has no control as to the means or quality of medical services furnished by any provider. Accordingly, notwithstanding anything to the contrary, all medical and/or patient related services, including the maintenance of any patient records or charts, shall be performed exclusively by the locum tenens independent contractor providers located by Staff Care, Inc.

Staff Care, Inc. shall have no liability for any injury or any loss to any party relating to or in any way arising out of the acts or omissions of locum tenens providers supplied pursuant to this agreement, nor shall any indemnity obligation of Staff Care, Inc. extend to the acts or omissions of such providers. Staff Care, Inc.'s indemnity obligation under this Agreement shall be limited to the extent liabilities, claims, and/or losses are directly caused by the negligent acts or omissions of Staff Care, Inc. This provision shall survive the termination or expiration of this contract.

Any language indicating Staff Care, Inc. or contractor will ensure acts of locum tenens providers supplied hereunder, or purporting to agree on behalf of such providers, will solely impose an obligation on Staff Care, Inc. to contractually require such providers to agree to the stated terms.

In the event of a conflict between the language contained in the Solicitation and any other part of the Agreement, the language contained herein shall control.



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

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

Proc Folder: 83906

Doc Description: Addendum #2 - Locum Tenens OB/GYN Services

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2015-08-24	2015-09-02 13:30:00	CRFQ 0506 WEH1600000001	3

BID RECEIVING LOCATION

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


VENDOR

Vendor Name, Address and Telephone Number:

Staff Care, Inc.
 8840 Cypress Waters Blvd.
 Dallas, TX 75019
 800-685-2272

FOR INFORMATION CONTACT THE BUYER

April Battle
 (304) 558-2566
 april.e.battle@wv.gov

Signature X  FEIN # 75-2404573 DATE 8/31/15

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

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Daily rate (OB/GYN) clinic coverage per eight (8) hour day	32.00000	DAY	#1,685.00	

Comm Code	Manufacturer	Specification	Model #
85101604			

Extended Description :
Daily rate (OB/GYN clinic coverage)(per eight (8) hour day)-2.1.1

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

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

Comm Code	Manufacturer	Specification	Model #
85101604			

Extended Description :
Overtime rate (after normal clinic coverage)-2.1.2

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

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

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Overtime rate (after normal clinic coverage)	100.00000	HOUR	\$ 319.00	\$ 31,900.00

Comm Code	Manufacturer	Specification	Model #
85101604			

Extended Description :
Overtime rate (after normal clinic coverage)-2.1.2

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Overtime rate (after normal clinic coverage)	100.00000	HOUR	\$ 319.00	\$ 31,900.00

Comm Code	Manufacturer	Specification	Model #
85101604			

Extended Description :
Overtime rate (after normal clinic coverage)-2.1.2

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Evening on call rate (5:00pm-8:00am per beeper for on call)	100.00000	EA	\$ 400.00	\$ 40,000.00

Comm Code	Manufacturer	Specification	Model #
85101604			

Extended Description :

Evening on call rate (4:00 pm - 8:00 am) (per beeper for on call)-2.1.3

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Weekend on call rate (5pm Friday-8am Monday per beeper call	22.00000	EA	\$3,910.00	\$87,340.00

Comm Code	Manufacturer	Specification	Model #
85101604			

Extended Description :

Weekend On Call Rate (4:00 pm Friday-8:00 am Monday) (per beeper on call)-2.1.4

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Weekend hour rate if called to facility for per hours worked	120.00000	HOUR	\$372.00	\$44,640.00

Comm Code	Manufacturer	Specification	Model #
85101604			

Extended Description :

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

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Holiday rate on call (per beeper for on call)	6.00000	EA	\$2,167.50	\$16,065.00

Comm Code	Manufacturer	Specification	Model #
85101604			

Extended Description :

Holiday rate on call (per beeper on call)-2.1.6

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	Holiday rate (per eight hour day)	6.00000	HOUR	\$2,527.50	\$15,165.00

Comm Code	Manufacturer	Specification	Model #
85101604			

Extended Description :

Holiday rate (per eight our day)-2.1.7

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	Holiday Rate On Call (if required to be at clinic)	40.00000	DAY	\$2,167.50	\$107,100.00

Comm Code	Manufacturer	Specification	Model #
85101604			

Extended Description :

Holiday rate on call (if required to be at clinic)-2.1.8

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
9	Permanent placement of a physician with facility	1.00000	EA	\$32,000. ⁰⁰	\$32,000. ⁰⁰

Comm Code	Manufacturer	Specification	Model #
85101604			

Extended Description :

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

WEH1600000001	Document Phase Final	Document Description Addendum #2 - Locum Tenens OB/ GYN Services	Page 6 of 6
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

VENDOR PREFERENCE CERTIFICATE

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

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

N/A

- Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or, Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or, Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,

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

N/A

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

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

N/A

- Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,

4. Application is made for 5% resident vendor preference for the reason checked:

N/A

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

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

N/A

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

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

N/A

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

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

N/A

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

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

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

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

Bidder: Staff Care Inc.

Signed: [Signature]

Date: 8/31/15

Title: Senior Vice President

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

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

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

DEFINITIONS:

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

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

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

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

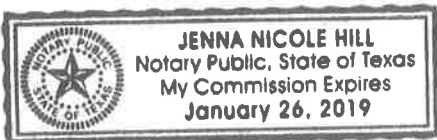
WITNESS THE FOLLOWING SIGNATURE:Vendor's Name: Staff Care, Inc.Authorized Signature: [Signature] Date: 8/31/15State of TexasCounty of Dallas, to-wit:Taken, subscribed, and sworn to before me this 31st day of August, 2015.My Commission expires January 26, 2019.

AFFIX SEAL HERE

NOTARY PUBLIC

[Signature]

Purchasing Affidavit (Revised 07/01/2012)



INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. **REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.
2. **MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.
3. **PREBID MEETING:** The item identified below shall apply to this Solicitation.

A pre-bid meeting will not be held prior to bid opening.

A NON-MANDATORY PRE-BID meeting will be held at the following place and time:

A MANDATORY PRE-BID meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing. Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. **VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are non-binding. Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: August 5, 2015, at 3:00 PM EST

Submit Questions to: April Battle, Buyer 51
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)
Email: april.e.battle@wv.gov

5. **VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.
6. **BID SUBMISSION:** All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile. The bid delivery address is:

Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

SEALED BID: Locum Tenens OB/GYN Services
BUYER: April Battle, Buyer 51
SOLICITATION NO.: CRFQ 0508 WEH1600000001
BID OPENING DATE: August 19, 2015
BID OPENING TIME: 1:30 PM EST
FAX NUMBER: (304) 558-3970

In the event that Vendor is responding to a request for proposal, and chooses to respond in a manner other than by electronic submission through wvOASIS, the Vendor shall submit one original technical and one original cost proposal plus ^{N/A} convenience copies of each to the Purchasing Division at the address shown above. Additionally, if Vendor does not submit its bid through wvOASIS, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: (This only applies to CRFP)

Technical

Cost

7. **BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time: August 19, 2015, at 1:30 PM EST
Bid Opening Location: Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

8. **ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

9. **BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.
10. **ALTERNATES:** Any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.
11. **EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.
12. **COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.
13. **REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.
14. **UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
15. **PREFERENCE:** Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.
16. **SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the

same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

- 17. WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.
- 18. ELECTRONIC FILE ACCESS RESTRICTIONS:** Vendor must ensure that its submission in wvOASIS can be accessed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately opened and/or viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening if those documents are required with the bid.

GENERAL TERMS AND CONDITIONS:

1. **CONTRACTUAL AGREEMENT:** Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. **DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.
 - 2.1. **"Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
 - 2.2. **"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.
 - 2.3. **"Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.
 - 2.4. **"Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.
 - 2.5. **"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.
 - 2.6. **"Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
 - 2.7. **"State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
 - 2.8. **"Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

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

Term Contract

Initial Contract Term: This Contract becomes effective on Upon Award and extends for a period of ONE (1) year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to THREE (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed 36 months in total. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

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

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

Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional _____ successive one year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed _____ months in total. Automatic renewal of this Contract is prohibited.

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

Other: See attached.

4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.
5. **QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.
- Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.
- Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.
- Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.
- One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.
6. **PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.
7. **EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.
8. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

- BID BOND:** All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.
- PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of N/A. The performance bond must be received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.
- LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

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

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

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

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

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The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

West Virginia Physician License;

Basic Life Support Cert; Advanced Cardiac Life Support Cert;

Pediatric Advanced Life Support Cert; Neonatal Advanced Life Support Cert

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

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

10. LITIGATION BOND: The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.

11. LIQUIDATED DAMAGES: Vendor shall pay liquidated damages in the amount of N/A for N/A. This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

12. **ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Award Document, upon receipt.
13. **FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.
14. **PAYMENT:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.
15. **TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
16. **CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.
17. **TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
18. **APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.
19. **COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable law.
20. **PREVAILING WAGE:** On any contract for the construction of a public improvement whose cost at the time the contract is awarded will be paid with public money in an amount greater than \$500,000, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established under West Virginia Code §§ 21-5A-1 et seq. Vendor shall

be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage requirements are applicable.

21. **ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.
22. **MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.
23. **WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
24. **SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.
25. **ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
26. **WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.
27. **STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
28. **BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

- 29. CONFIDENTIALITY:** The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.
- 30. DISCLOSURE:** Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code §§ 29B-1-1 et seq. and the competitive bidding laws found West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. A legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED. Additionally, pricing or cost information will not be considered exempt from disclosure and requests to withhold publication of pricing or cost information WILL NOT BE HONORED.

Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

- 31. LICENSING:** In accordance with West Virginia Code of State Rules §148-1-6.1.7, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

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

33. **VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

34. **PURCHASING CARD ACCEPTANCE:** The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

35. **VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but

not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing. Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

- 36. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.
- 37. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
- 39. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.
- 40. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:
- Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

- Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.requisitions@wv.gov.

- 41. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision.

The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

- 42. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS:** Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater.

For the purposes of this section, the cost is the value of the steel product as delivered to the project; or

- d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

43. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products.

This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

CERTIFICATION AND SIGNATURE PAGE

By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained 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.

Staff Care, Inc.

(Company)

 SVP
(Authorized Signature) (Representative Name, Title)

800-685-2272 8/31/15
(Phone Number) (Fax Number) (Date)

REQUEST FOR QUOTATION
CRFQ 0506 WEH1600000001
LOCUM TENENS OB/GYN SERVICES

SPECIFICATIONS

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

2. DEFINITIONS: The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the general term and conditions.

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

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

2.1.2 Overtime rate (after normal clinic coverage).

2.1.3 Evening on call rate (4:00 pm to 8:00 am per beeper for on call).

2.1.4 Weekend on call rate (4:00 pm Friday to 8:00 am Monday per beeper call).

2.1.5 Weekend hourly rate (if called to the facility for per hours worked).

2.1.6 Holiday rate on call (per beeper for on call). The major holidays are defined as: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, the Friday after Thanksgiving and Christmas Day.

2.1.7 Holiday rate (per eight-hour day).

2.1.8 Holiday rate on call (if required to be at clinic).

2.1.9 Permanent placement of a physician with facility.

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

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

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

3.1. MANDATORY QUALIFICATIONS

- 3.1.1.** Physician License for the state of West Virginia must be provided prior to award. All physician(s) are required to have a medical license to practice in the State of West Virginia, with certification in the area of OB/GYN.
- 3.1.2.** Basic Life Support (BLS).
- 3.1.3.** Pediatric Advanced Life Support.
- 3.1.4.** Neonatal Advanced Life Support.
- 3.1.5.** Advanced Cardiac Life Support.

4. MANDATORY REQUIREMENTS:

4.1. Mandatory Contract Services Requirements and Deliverables: Contract Services must meet or exceed the mandatory requirements listed below.

4.1.1 Duties and Responsibilities Vendor shall provide Locum Tenens OB/GYN Physician(s) coverage for clinic work, births and on-call coverage.

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

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

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business day on the eve of the holiday 4:00 pm and will end on the following regular business day at 8:00 am.

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

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

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

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

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

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

4.1.1.8 Vendor shall monitor, assure and document the competency of the staff assigned to provide the aforementioned services to Welch Community Hospital and will provide documentation of such when requested. Certifications in (Basic Life Support [BLS], Advanced Cardiac Life

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Support [ACLS], Pediatric Advanced Life Support [PALS], Neonatal Advanced Life Support [NALS], Board Certification) obtained by the physicians will be accepted as their competency assessment. The vendor shall provide the licenses, certifications and all other documentation to the hospital, prior to the physician arriving at the facility.

4.1.1.9 Welch Community Hospital uses an Electronic Medical Record (EMR) system. All physicians supplied by the vendor must be capable and willing to function within this environment. The vendor shall assure the physician is available for a four (4) hour training period prior to their beginning work or coverage at the facility. Physician(s) that have had this training (given by this facility) are not required to repeat it.

4.1.1.10 Physician(s) will be required to submit patient dictations to include but not necessarily limited to: history, physical, delivery, inpatient and surgeries.

4.1.1.11 Physician will be responsible for patient admitting.

4.1.1.12 The vendor must be able and willing to provide coverage for extended or limited time periods. No minimum or maximum number of days of coverage will be allowed.

4.1.1.13 All costs related to providing service to the facility (travel, air fare, room rental, rental equipment, [cars, beepers, phones] or other fees) must be factored into the fee for service.

4.1.1.14 Physician(s) must carry a vendor supplied AT&T or other cell phone and/or beeper/pager that provides coverage in the Welch area and the vendor shall provide the phone numbers for each to the hospital. Vendor must verify with the cell phone carrier that they do have full service coverage in the Welch area and for what total area they are covered in conjunction with the location of Welch Community Hospital. Since the physician(s) shall not be housed at the facility during their stay unless foul weather conditions exist, vendor must take into consideration that the cell phone and/or beeper/pager must have a carrier that will have

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full service coverage for the area they are located to the facility. All cost related to this provision must be factored into the fee for service.

4.1.1.15 The vendor, as an independent contractor, is solely liable for the acts and omissions of its employees and agents.

4.2. OB Procedures Qualifications

4.2.1. Physician must have the following OB procedures qualifications:

4.2.1.1. Complicated pregnancy/delivery

4.2.1.2. High risk pregnancy/delivery

4.3. Agency Responsibilities

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

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

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

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

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

5. CONTRACT AWARD:

Revised 10/27/2014

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- 5.1** This is an open contract that will allow the bid to be awarded to multiple vendors. The vendor chosen for use by the agency on any given day or time period will be from this group of winning bidders. All winning bidders shall meet the mandatory requirements as stated within this Request for Quote. How the agency chooses a specific vendor for a specific time shall be based upon: first, the agency's cost of overall services, and second, the vendor's ability to supply the physician(s) on the agency's schedule.
- 5.2 Contract Award:** The Contract is intended to provide Agency with a purchase price for the Contract Services. The Contract shall be awarded to the Vendor that provides the Contract Services meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.
- 5.3 Pricing Page:** Vendor should complete the Pricing Page by entering pricing for requested item. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.
- 6. PERFORMANCE:** Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Agency. In the event that this Contract is designated as an open-end contract, Vendor shall perform in accordance with the release orders that may be issued against this Contract.
- 7. PAYMENT:** Agency shall pay pricing as indicated within bid proposal as shown on the Pricing Pages, for all Contract Services performed and accepted under this Contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.
- 8. TRAVEL:** Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the flat fee or hourly rate listed on Vendor's bid, but such costs will not be paid by the Agency separately.
- 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:

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- 9.2. Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
- 9.3. Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
- 9.4. Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.
- 9.5. Anyone performing under this Contract will be subject to Agency's security protocol and procedures.
- 9.6. Vendor shall inform all staff of Agency's security protocol and procedures.

10. VENDOR DEFAULT:

10.2. The following shall be considered a vendor default under this Contract.

- 10.2.1. Failure to perform Contract Services in accordance with the requirements contained herein.
- 10.2.2. Failure to comply with other specifications and requirements contained herein.
- 10.2.3. Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
- 10.2.4. Failure to remedy deficient performance upon request.

10.3. The following remedies shall be available to Agency upon default.

- 10.3.1. Immediate cancellation of the Contract.
- 10.3.2. Immediate cancellation of one or more release orders issued under this Contract.
- 10.3.3. Any other remedies available in law or equity.

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11. MISCELLANEOUS:

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

Contract Manager: Jenna Hill
Telephone Number: 469-524-1644
Fax Number: _____
Email Address: jnhill@staffcare.com

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).

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

2. Permitted Uses and Disclosures.

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

3. Obligations of Associate.

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

f. **Support of Individual Rights.**

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

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

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

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

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

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

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

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

4. Addendum Administration.

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

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

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

5. General Provisions/Ownership of PHI.

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

AGREED:

Name of Agency: _____

Signature: _____

Title: _____

Date: _____

Name of Associate: Staff Care, Inc.

Signature: *[Handwritten Signature]*

Title: Senior Vice President

Date: 8/31/15

Form - WVBA-012004
Amended 08.28.2013

APPROVED AS TO FORM THIS 21/12
DAY OF Jan 20 11
BY: *[Signature]*
Patrick Morrisey
Attorney General

SOLICITATION NUMBER: CRFQ 0506 WEH1600000001

Addendum Number: 1

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

Applicable Addendum Category:

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

Description of Modification to Solicitation:

Addendum #1 issued to modify the Technical Questions Deadline date and the Bid Opening Date..

The deadline for the Technical Questions is changed to August 12, 2015, at 3:00 PM EST.

The Bid Opening Date is changed to August 26, 2015, at 1:30 PM EST.

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

Terms and Conditions:

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

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: WEH160000001

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|---|--|
| <input type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Staff Care, Inc.
Company
Bonnie Brinkman
Authorized Signature
8/31/15
Date

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

SOLICITATION NUMBER: CRFQ 0506 WEH1600000001

Addendum Number: 2

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

Applicable Addendum Category:

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

Description of Modification to Solicitation:

- 1) To answer the technical questions submitted by vendors.
- 2) To extend the bid opening date from August 26, 2015, at 1:30 PM EST to September 2, 2015, at 1:30 PM EST

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

Terms and Conditions:

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

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: WEH160000001

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|---|--|
| <input type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Staff Care Inc.

Company

Bruce Britton

Authorized Signature

8/31/15

Date

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

Revised 6/8/2012

ATTACHMENT A

ATTACHMENT A
CRFQ-0506-WEH1600000001

1. Q: Can any changes be made to language within the contract or agreement? (ie...indemnification, insurance, etc)

A: No.

2. Q: If a potential vendor submits exceptions/clarifications, will we be notified if the exceptions are declined, but you would still like to award us a contract?

A: No.

3. Q: When are contract negotiations done? Before award or after?

A: There are no negotiations, vendor must meet or exceed required specifications within the CRFQ.

4. Q: If we are awarded, but can't come to an agreement over terms/conditions, can we withdraw our proposal without penalty?

A: There are no negotiations, vendor must meet or exceed required specifications within the CRFQ.

5. Q: Does the vendor have to be Small, Women-Owned, or Minority-Owned Business?

A: No.

6. Q: Do we have to present provider/candidate CV's with our proposal or only after notification of potential award?

A: After award.

7. Q: Regarding #41 (Background Check)...does the vendor have to send provider to do the background check or does Welch handle that once a candidate is chosen?

A: Vendor provides.

8. Q: Can we submit a rate range for our hourly pricing? Or does it need to be one flat hourly rate?

A: No rate range. This must be a flat hourly rate.

9. Q: Can we submit a rate increase for each year renewal period?

A: No.

10. Q: What EMR system is used?

A: Medsphere

11. Q: What are the exact payment terms? (ie...net 30, due 30 from invoice date, etc)

A: net 30, due 30 days from invoice received date

12. Q: Will vendors typically be notified of a need with more than 1 week notice?

A: Normally vendors will be notified with more than one week notice, specifications requirements states, "Agency will contact vendor at least one week prior to coverage period needed."

13. Q: What is the typical daily volume for this need? (ie...how many patients a day)

A: 8 to 10 patients within the clinic per day, Monday through Friday.

14. Q: How many days a week is the need?

A: Varies, Clinic coverage is Monday through Friday, On Call is 7days per week.

15. Q: Do you have any current needs?

A: Yes

16. Q: Who are the current vendor(s) of these services?

A: None

17. Q: What are current vendor(s) hourly rates for these services?

A: N/A

18. Q: How many vendors will be awarded?

A: Undetermined as this will be a multiple award.

19. Q: Can you confirm the new due date for proposals in 8/26 at 1:30 PM EST?

A: Yes, 8/26/2015 at 1:30 pm est.

20. Q: Item 8 required documents: WV Physician license – so are candidates required with the bid?

A: This will be required upon award.

21. Q: If so may we submit other candidates during a future award or are all candidates to be used in life of contract limited to the candidates presented with the bid?

A: Potential candidates can be added during the term of the contract.

22. Q: If we want to increase the rate at any time during the bid is that acceptable to include in the bid or does that risk disqualification?

A: Bid amounts are considered firm upon closing date and time.

23. Q: What is the average length of assignment in the past?

A: 7 to 14 days.

24. Q: Is there a minimum number of candidates that should be submitted with the bid?

A: No.

25. Q: How many physicians does the state wish to credential?

A: Only 1 physician will be utilized at any given time.

26. Q: How many patients per day will the physician see in the clinic?

A: 8-10 patients per day.

27. Q: What other staff will the OB.GYN work with – how many other OB physicians, etc...?

A: OB/GYN all medical staff within the facility, facility only has 1 OB/GYN on-staff, Vendor's OB/GYN is interim for our primary OB/GYN physician scheduled leave of absence.

28. Q: If candidates are required does the physician have to be Board Certified?

A: All candidates must be Board Certified.

29. Q: Please clarify those persons and/or entities that are covered by Section 36.

A: The State of West Virginia, Welch Community Hospital, and all employees of the facility.

30. Q: What is the Trauma designation of hospital?

A: Level IV

31. Q: Do they accept high risk patients? If so, what percentage of patient population is high risk?

A: High risk is accepted when there is no alternative. Estimate is 10% of the patient population would be considered high risk.

32. Q: What level of NICU do they have?

A: Level I

33. Q: How many deliveries do they complete annually?

A: Estimated 70-75 deliveries annually.

34. Q: What percentage of deliveries are C-section?

A: 35% of deliveries are C-section.

35. Q: What percent is OB and what percent is GYN?

A: Estimated 26% OB and 74% GYN.

Certificate of Insurance

This certificate is not an insurance policy or binder for an insurance policy. This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This form does not amend, extend or alter the coverage afforded by the policy referenced below.

Coverage: This is to certify that the policy of insurance listed below has been issued to the insured named above for the policy period indicated and is in full force and effect as of this date. 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 policy described herein is **subject to all the terms, exclusions and conditions of such policy**. The Limits of Liability Insurance shown below may have been reduced by paid claims.

Named Insured: **Staff Care, Inc.
5001 Statesman Drive
Irving, TX 75063**

Type of Policy Coverage: **Medical Professional Liability, Claims Made Form
(Covering Corporation, Physician, & Healthcare Providers)**

12:01 a.m. Standard Time

State	Carrier	Policy Number	Policy Effective	Policy Expiration	Limits of Liability					
All States (excl. KS, NM, WI)	Lexington Ins. Co Claims Made Form Retro-Active Date: 12/31/03 Self Insured Retention: \$525,000	6795462	06/04/15	06/04/16	per Claim	\$1,000,000				
					Policy Aggregate per Provider	\$3,000,000				
					Except: VA per Claim	\$2,150,000				
					Except: VA Policy Aggregate per Provider	\$6,450,000				
					Total Policy Aggregate	\$25,000,000				
					<u>Comp Fund States</u>					
						<u>per Claim</u>	<u>Policy Aggregate per Provider</u>			
						Indiana	\$250,000	\$750,000		
						Louisiana	\$100,000	\$300,000		
						Pennsylvania	\$500,000	\$1,500,000		
<i>The above Total Policy Aggregate does not apply to Comp Fund enrollees in the states of Indiana, Louisiana or Pennsylvania.</i>										
New Mexico	National Union Fire Ins. Occurrence form Self-Insured Retention: \$25k	7157662	06/04/15	06/04/16	per Claim Policy Aggregate per Provider	\$200,000 \$600,000				
Wisconsin	National Union Fire Ins. Claims Made Form Retro-Active Date: 12/31/03 Self-Insured Retention: \$25k	6795469	06/04/15	06/04/16	per Claim Policy Aggregate per Provider	\$1,000,000 \$3,000,000				

Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days written notice to the Certificate Holder named below, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives. Except 10 days written notice due to non payment of premium.

<p><i>Certificate Holder:</i></p> <p style="text-align: center; font-size: 1.2em;">Holder Name</p>	<p><i>Producer:</i></p> <p>Aon Risk Insurance Services West, Inc. 2277 Fair Oaks Blvd., Suite 250 Sacramento, CA 95825 Tel: 916-369-4800 FAX: 916-369-4801 License #0363334</p>
	<p><i>By:</i></p> <p style="text-align: center; color: red; font-style: italic;">Aon Risk Insurance Services West, Inc.</p>