



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 @ 4

List View

General Information

Contact

Default Values

Discount

Document Information

Procurement Folder: 293344

Procurement Type: Central Master Agreement

Vendor ID: 000000190708

Legal Name: AUREUS NURSING LLC

Alias/DBA: C & A INDUSTRIES INC

Total Bid: \$670,520.00

Response Date: 02/07/2017

Response Time: 18:37

SO Doc Code: CRFQ

SO Dept: 0506

SO Doc ID: WEH1700000010

Published Date: 2/16/17

Close Date: 2/21/17

Close Time: 13:30

Status: Closed

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

Total of Header Attachments: 4

Total of All Attachments: 4



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

State of West Virginia
Solicitation Response

Proc Folder : 293344

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

Proc Type : Central Master Agreement

Date issued	Solicitation Closes	Solicitation Response	Version
	2017-02-21 13:30:00	SR 0506 ESR02071700000003691	1

VENDOR

000000190708

AUREUS NURSING LLC

C & A INDUSTRIES INC

Solicitation Number: CRFQ 0506 WEH1700000010

Total Bid : \$670,520.00

Response Date: 2017-02-07

Response Time: 18:37:04

Comments: We have submitted discounted pricing for overtime and holiday rates as part of our standard pricing in lieu of discounts based on early payment.

FOR INFORMATION CONTACT THE BUYER

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

Signature on File

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	Medical Laboratory Technicians (MLT) (Regular Hours)	4160.00000	HOUR	\$60.250000	\$250,640.00

Comm Code	Manufacturer	Specification	Model #
80111613			

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

Comments: Hourly rate is inclusive of travel & lodging expense

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Medical Laboratory Technicians (MLT) (Overtime Hours)	1040.00000	HOUR	\$60.250000	\$62,660.00

Comm Code	Manufacturer	Specification	Model #
80111613			

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

Comments: Hourly rate is inclusive of travel & lodging expense

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Medical Laboratory Technicians (MLT) (Holiday Hours)	192.00000	HOUR	\$60.250000	\$11,568.00

Comm Code	Manufacturer	Specification	Model #
80111613			

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

Comments: Inclusive rate is inclusive of travel & lodging expense

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	Medical Technicians (MT) (Regular Hours)	4160.00000	HOUR	\$62.250000	\$258,960.00

Comm Code	Manufacturer	Specification	Model #
80111613			

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

Comments: Inclusive rate is inclusive of travel & lodging expense

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	Medical Technicians (MT) (Overtime Hours)	1040.00000	HOUR	\$62.250000	\$64,740.00

Comm Code	Manufacturer	Specification	Model #
80111613			

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

Comments: Inclusive rate is inclusive of travel & lodging expense

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
6	Medical Technicians (MT) (Holiday Hours)	192.00000	HOUR	\$62.250000	\$11,952.00

Comm Code	Manufacturer	Specification	Model #
80111613			

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

Comments: Inclusive rate is inclusive of travel & lodging expense

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
7	Medical Laboratory Technicians (MLT) Permanent Placement Fee	2.00000	EA	\$2,500.000000	\$5,000.00

Comm Code	Manufacturer	Specification	Model #
80111613			

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
8	Medical Technicians (MT) Permanent Placement Fee	2.00000	EA	\$2,500.000000	\$5,000.00

Comm Code	Manufacturer	Specification	Model #
80111613			

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

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

WVOASIS LINE #	Description/Equipment	Estimated # of Hours	Unit Cost per Hour	Total Cost for Estimated Hours (Estimated # of Hours multiplied by the Unit Cost Per Hour)
1	4.1.1 Temporary Staffing of Medical Laboratory Technicians (MLT) (Regular Hours)	4,160 Regular Hours	60.25	\$250,640.00
2	4.1.1 Temporary Staffing of Medical Laboratory Technicians (MLT) (Overtime Hours)	1,040 Overtime Hours	60.25	\$62,660.00
3	4.1.1 Temporary Staffing of Medical Laboratory Technicians (MLT) (Holiday Hours)	192 Holiday Hours	60.25	\$11,568.00
4	4.1.2 Temporary Staffing of Medical Technologist (MT) (Regular Hours)	4,160 Regular Hours	62.25	\$258,960.00
5	4.1.2 Temporary Staffing of Medical Technologist (MT) (Overtime Hours)	1,040 Overtime Hours	62.25	\$64,740.00
6	4.1.2 Temporary Staffing of Medical Technologist (MT) (Holiday Hours)	192 Holiday Hours	62.25	\$11,952.00
7	5.2 Permanent Placement Fee* Medical Laboratory Technicians (MLT): one-time fee per each (if any) permanently placed MLT by vendor, this amount must be a set dollar amount, bids with a percentage amount will result in disqualification of vendor's bid.	2 each	2,500.00	\$5,000.00
8	5.2 Permanent Placement Fee* Medical Laboratory Technologist (MT): one-time fee per each (if any) permanently placed MT by vendor, this amount must be a set dollar amount, bids with a percentage amount will result in disqualification of vendor's bid.	2 each	2,500.00	\$5,000.00
Grand Total Cost				

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

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

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

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

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

AUREUS NURSING (dba Aureus Medical Group)

13609 California Street, Omaha, NE 68154

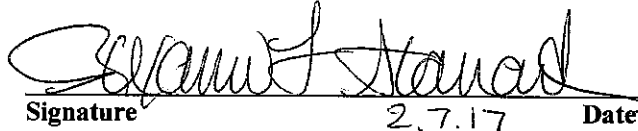
Vendor Name (Printed)

Purchase Order Address

13609 California Street, Omaha, NE 68154

Vendor Remit-To Address:

Roxanne L Stanard


Signature 2.7.17 Date

Vendor Authorized Representative (Printed)

402.891.1118, Ext. 6009

402.895.7812

rstanard@aureusmedical.com

Telephone

Fax

E-mail

22 years

Number of Years in Business

REFERENCES:

Company Name
Representative
Address
Telephone #

ARROWHEAD REGIONAL MEDICAL CENTER
Henry Lee, Lab Director
400 North Pepper Avenue, Colton, CA 92324
909.580.0024

Company Name
Representative
Address
Telephone #

BAPTIST HEALTH MEDICAL CENTER – LITTLE ROCK
Latonia Shelton, Lab Manager
9601 Baptist Health Drive, Little Rock, AR 72205
501.202.4840

Company Name
Representative
Address
Telephone #

MAYO MEDICAL LABS – NEW ENGLAND
Judy Edwards, Lab Operations
160 Dascomb Road, Andover, MA 01810
978.988.0497

Company Name
Representative
Address
Telephone #

NORWOOD HOSPITAL – STEWARD HEALTHCARE SYSTEM
Patricia Watson, Lab Director
800 Washington Street, Norwood, MA 02062
781.769.4000

Exhibit B

Temporary Staffing of Laboratory Technicians

Job Description

9904 Medical Laboratory Technician

9917 Medical Technologist

Reviewed & acknowledged
C. J. Hancock 2-7-17

MEDICAL LABORATORY TECHNICIAN

Nature of Work

Under general supervision, performs work at the full-performance level by conducting medical laboratory tests in clinical areas such as chemistry, hematology, urinalysis, bacteriology, serology, parasitology, and blood banking to provide data for use in the treatment and diagnoses of diseases of patients at state operated facilities or local health department clinics. Also performs required routine laboratory tests for facility staff. Performs minor maintenance and calibration of equipment. Performs related work as required.

Examples of Work

Collects, cultivates, isolates, identifies and analyzes specimens; cuts, stains and mounts tissue sections for microscopic analysis; and groups, types and cross-matches blood of donors and recipients to assure compatibility.

Reads and interprets physicians' or supervisor's orders to determine specific testing requirements.

Explains test procedures to patients to secure their cooperation and to relieve their anxiety about the test.

Conducts appropriate clinical test preparation and processing procedures.

Uses proper safety precautions, following standard procedures.

Maintains proper logs, files and reports.

May be responsible for inventory and ordering supplies.

Knowledge, Skills and Abilities

Knowledge of appropriate medical laboratory testing procedures.

Knowledge of standard laboratory safety procedures.

Skilled in laboratory equipment maintenance and calibration of diagnostic equipment.

Skilled in obtaining specimens from patients.

Ability to gain the confidence and cooperation of the patient.

Ability to prepare and maintain proper records and reports.

Minimum Qualifications

TRAINING Graduation from a standard high school or the equivalent.

EXPERIENCE One year of in-service training in a Medical Laboratory Assistant Program accredited by the American Medical Association, or two years of experience in a medical laboratory under the direct supervision of a medical laboratory technician, medical technologist or physician.

SUBSTITUTION Associate degree from an accredited college or university in an accredited medical laboratory program may substitute for the required experience.

9904

MEDICAL LABORATORY TECHNICIAN (CONT'D)

Minimum Qualifications (cont'd)

OR

Certification as a clinical laboratory technician by the National Certification Agency for Medical Laboratory Personnel or as a medical laboratory technician by the American Society of Clinical Pathologists may substitute for the required experience.

Established: 8/20/92

Effective: 9/15/92

MEDICAL TECHNOLOGIST**Nature of Work**

Under general supervision, performs work at the advanced level by providing technical assistance and consultation to medical laboratory technicians. Conducts complex or advanced medical laboratory tests in clinical areas such as chemistry, hematology, urinalysis, bacteriology, serology, parasitology and blood banking to provide data for use in the treatment and diagnosis of diseases of patients at state operated facilities or local health department clinics. Also performs required laboratory tests for facility staff. May train and supervise subordinate laboratory or clinic personnel. Performs related work as required.

Examples of Work

Collects, cultivates, isolates, identifies and analyzes specimens; cuts, stains and mounts tissue sections for microscopic analysis; and groups, types and cross-matches blood donors and recipients to assure compatibility.

Reviews the testing activities of subordinate laboratory or clinic personnel by assisting in test problem resolution, ensuring that quality control standards are met and maintained, and assisting with equipment maintenance.

Performs required maintenance and calibration of equipment.

Maintains required state and federal documentation and prepares final reports.

Conducts appropriate clinical test preparation and processing procedures and microscopic analysis of test results.

Prepares and sends specimens to reference laboratories as necessary.

Inventories and orders supplies.

Knowledge, Skills and Abilities

Knowledge of appropriate medical laboratory testing procedures.

Knowledge of standard laboratory safety practices.

Skill in the maintenance of laboratory equipment and calibration of diagnostic equipment.

Ability to prepare and maintain required records and reports.

Ability to train and supervise subordinate laboratory or clinic personnel.

Minimum Qualifications

TRAINING Baccalaureate degree from an accredited four-year college or university in an accredited medical technology program.

OR

Baccalaureate degree from an accredited four-year college or university with a degree in the physical or natural

MEDICAL TECHNOLOGIST (CONTD)

Minimum Qualifications (cont'd)

sciences which included six hours each in biology and chemistry and three years experience performing medical laboratory tests as described above.

OR

Registration as a Medical Technologist by the National Certification Agency for Medical Laboratory Personnel.

OR

Associate degree from an accredited college or university in an accredited medical laboratory program and two years experience performing medical laboratory tests in the areas of blood banking, chemistry, hematology, bacteriology, parasitology, serology, and urinalysis.

OR

High school graduation or equivalent and seven years of experience performing medical laboratory tests in the areas of blood banking, chemistry, parasitology, serology, urinalysis, bacteriology, and hematology.

EXPERIENCE: Two years of full-time or equivalent part-time paid experience in excess of that described above.

Established: 8/20/92

Effective: 9/15/92

REQUEST FOR QUOTATION
CRFQ 0506 WEH1700000010
Temporary Staffing of Laboratory Technicians

SPECIFICATIONS

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Department of Health and Human Resources (WVDHHR), Bureau for Behavioral Health and Health Facilities (BHBF), Welch Community Hospital to establish an open end service contract to supply temporary staffing of medical laboratory technicians and/or medical technologist for the in-house laboratory within Welch Community Hospital.

NOTE: This request is covered in part or in whole by federal funds. All bidders will be required to acknowledge and adhere to Attachment 1-Provisions Required for Federally Funded Procurements.

- 2. DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.

2.1 “Contract Services” means temporary staffing of medical laboratory technicians and/or medical technologist for the in-house laboratory within Welch Community Hospital as more fully described in these specifications.

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.

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

2.4 “MT” means Medical Technologist

2.5 “MLT” Medical Laboratory Technician

REQUEST FOR QUOTATION
CRFQ 0506 WEH1700000010
Temporary Staffing of Laboratory Technicians

- 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. Vendors must provide candidates with the following minimum qualifications:

3.1.1. MT's and MLT's must have Clinical Laboratory Technician and Technologist Licensure and Certification.

3.2. Vendors must have been in business for a minimum of three (3) years, providing similar temporary services. The number of years in business should be added to the Pricing Page. Vendors should provide (3) references for whom they provided temporary employees. Omission of references or failure to indicate the number of years providing temporary personnel may result in the disqualification of your bid. No award shall be made prior to bidder providing such references.

Note: If a Vendor awarded a contract subsequent to this RFQ observes any periods of shutdowns for more than a public holiday and a weekend that information must be provided to West Virginia State Agencies that they have provided temporary employees with. An emergency telephone number must be supplied to permit the State Agencies a contact at the temporary agency during any overtime hours worked.

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 Medical Laboratory Technician(s) Services Medical Technologist

4.1.1.1 Vendors shall provide documentation to Welch Community Hospital a competency assessment which includes age-specific and cultural competencies for services provided to the facility.

4.1.1.2 MLT(s) must meet the minimum qualifications: MLT(s) must have graduated from a standard high school or the equivalent with one year of in-service training in a Medical Laboratory Assistant Program accredited by the American Medical Association, or two years of experience in a medical laboratory under the direct

REQUEST FOR QUOTATION
CRFQ 0506 WEH1700000010
Temporary Staffing of Laboratory Technicians

supervision of a medical laboratory technician, medical technologist or physician. An associate degree from an accredited college or university in an accredited medical laboratory program may substitute for the required experience.

4.1.1.3 MLTs must have Clinical Lab MT's and MLT's must have West Virginia Clinical Laboratory Technician and Technologist Licensure and Certification.

4.1.1.4 MLT must conduct medical laboratory tests in clinical areas such as chemistry, hematology, urinalysis, bacteriology, serology, parasitology, and blood banking to provide data for use in the treatment and diagnosis of disease of patients.

4.1.1.5 MLT(s) must perform minor maintenance and calibration of diagnostic equipment.

4.1.1.6 MLT(s) must collect, cultivate, isolate, identify and analyze specimens: cuts, stains and mounts tissue sections for microscopic analysis: and groups, types and cross-matches blood for donors and recipients to assure compatibility.

4.1.1.7 MLT(s) must read and interpret physicians' or supervisor's orders to determine specific testing requirements.

4.1.1.8 MLT(s) must explain test procedures when applicable to patients to gain their confidence and cooperation and to relieve their anxiety about the test.

4.1.1.9 MLT(s) conducts appropriate clinical test preparation and processing procedures.

4.1.1.10 MLT(s) must prepare and maintain proper records: logs, files, and reports.

4.1.2 Services Medical Technologist(s) Services

REQUEST FOR QUOTATION
CRFQ 0506 WEH1700000010
Temporary Staffing of Laboratory Technicians

- 4.1.2.1** Vendors shall provide documentation to Welch Community Hospital a competency assessment which includes age-specific and cultural competencies for services provided to the facility.
- 4.1.2.2** MT(s) must meet the minimum qualifications: MT(s) must have a baccalaureate degree from an accredited four-year college or university in an accredited medical technology program or baccalaureate degree from an accredited four-year college or university with a degree in the physical or natural sciences which included six hours each in biology and chemistry and three years' experience performing medical laboratory tests or registration as a Medical Technologist by the National Certification Agency for Medical Laboratory Personnel or associates degree from an accredited college or university in an accredited medical laboratory program and two years' experience performing medical laboratory tests in the areas of blood banking, chemistry, hematology, bacteriology, parasitology, serology, and urinalysis or high school graduation or equivalent and seven years of experience performing medical laboratory tests in the areas of blood banking, chemistry, parasitology, serology, urinalysis, bacteriology, and hematology. MT(s) must have two years of full-time or equivalent part-time paid experience in excess of that described above.
- 4.1.2.3** MTs must have Clinical Laboratory Improvement Amendments Program (CLIA) certification.
- 4.1.2.4** MT(s) must provide training, supervision, technical assistance, and consultation to subordinate laboratory or clinic personnel.
- 4.1.2.5** MT(s) must conduct complex or advanced medical laboratory tests in clinical areas such as chemistry, hematology, urinalysis, bacteriology, serology, parasitology and blood banking to provide data for use in the treatment and diagnosis of diseases of patients.
- 4.1.2.6** MT(s) must collect, cultivate, isolate, identify and analyze specimens: cuts, stains and mounts tissue sections for microscopic analysis: and groups, types and cross-matches blood for donors and recipients to assure compatibility.

REQUEST FOR QUOTATION
CRFQ 0506 WEH1700000010
Temporary Staffing of Laboratory Technicians

4.1.2.7 MT(s) must perform minor maintenance and calibration of diagnostic equipment.

4.1.2.8 Must conduct appropriate clinical test preparation and processing procedures and microscopic analysis of test results.

4.1.2.9 MT(s) must prepare and send specimens to reference laboratories as necessary.

4.1.2.10 MT(s) must prepare and maintain proper records: logs, files, and reports.

4.2 Vendor Responsibilities:

4.2.1 Successful vendor must provide a qualified MT or MLT professional to accommodate the Facility's needs.

4.2.2 Successful vendor must provide MT's and MLT's as requested by the Facility to be compatible with week-to-week needs. Assignments also may be for specified period of time as agreed upon in writing.

4.2.3 Successful vendor must provide hourly rates that are inclusive of all federal, state, and local withholding taxes, social security & Medicare taxes, as well as all unemployment compensation, workers compensation, general and professional liability premiums.

4.2.4 Successful vendor shall provide the Facility with information on each MT or MLT according to the state and federal standards, including applications. These must be sent to the facility along with the listing of possible candidates to interview.

Successful vendor, MT's and MLT's must comply with all Agency policies and procedures.

4.2.5 Successful vendor shall ensure the following regarding the staff to be provided:

REQUEST FOR QUOTATION
CRFQ 0506 WEH1700000010
Temporary Staffing of Laboratory Technicians

4.2.5.1 Has completed the required training and education.

4.2.5.2 Possess a current valid CLIA certification.

4.2.6 The hospital will not allow any previous employee who was dismissed for disciplinary or performance reasons by any DHHR Facility or Office to return and work through the staffing vendor.

4.2.7 Successful vendor will have 48 hours (2 days) to respond to our initial contact requesting staffing, vendor must provide the Facility a list of potential candidates for staffing needed at the Facility within 72 hours (3 days) of the initial notification of need.

After the 3-day period, we would conduct interviews, review their certifications, and at that time we will determine which applicants we would offer a staffing position.

4.3 Duties and Responsibilities of the Facility

4.3.1 Facility will notify the successful vendor of the number and specialty of the staff needed for an assignment and the estimated length of the assignment.

4.3.2 Successful vendor staff shall work under the Facility Supervision. The Facility shall be solely responsible to provide each staff with day-to-day guidance in the execution of staff's professional responsibilities at the Facility.

4.3.3 Agency reserves the right to terminate a MT or MLT providing services to the facility whether it is that the need for staffing ends or it is determined that their performance is not in the best interest and well-being of the patient care.

4.3.4 If the Facility requests an MLT but the successful vendor provides a MT to cover the request, the agency will pay the MLT rate.

REQUEST FOR QUOTATION
CRFQ 0506 WEH1700000010
Temporary Staffing of Laboratory Technicians

5. CONTRACT AWARD:

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

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

The Pricing Pages contain a list of Desired Services and estimated purchase volume. The estimated purchase volume for each service represents the approximate volume of anticipated services.

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

6. PERFORMANCE: Vendor and Agency's shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Facility. In the event that this contract is designated as an open-end contract, Vendor shall perform in accordance with the release orders that may be issued against this Contract.

REQUEST FOR QUOTATION
CRFQ 0506 WEH1700000010
Temporary Staffing of Laboratory Technicians

- 7. PAYMENT:** Agency shall pay hourly rate as shown on the Pricing Pages, for all Contract Services performed and accepted under this Contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.
- 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. HOLIDAYS:** Generally, the following official holidays are observed:

New Year's Day	January 1
Martin Luther King Day	January 21
President's Day	February 18
Memorial Day	May 27
West Virginia Day	June 20
Independence Day	July 4
Labor Day	September 2
Columbus Day	October 14
Veteran's Day	November 11
Thanksgiving	November 28 – 29
Christmas Eve (1/2 Day)	December 24
Christmas Day	December 25
New Year's Eve (1/2 Day)	December 31

- 10. FACILITIES ACCESS:** Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:

- 10.1.** Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
- 10.2.** Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
- 10.3.** Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.

REQUEST FOR QUOTATION
CRFQ 0506 WEH1700000010
Temporary Staffing of Laboratory Technicians

10.4. Anyone performing under this Contract will be subject to Agency's security protocol and procedures.

10.5. Vendor shall inform all staff of Agency's security protocol and procedures.

11. VENDOR DEFAULT:

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

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

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

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

11.1.4. Failure to remedy deficient performance upon request.

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

11.2.1. Immediate cancellation of the Contract.

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

11.2.3. Any other remedies available in law or equity.

12. MISCELLANEOUS:

12.1. Contract Manager: During 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: Ryan Peal
Telephone Number: 402.891.1118, Ext. 6044
Fax Number: 402.895.7812
Email Address: rpeal@aureusmedical.com

WV STATE GOVERNMENTHIPAA BUSINESS ASSOCIATE ADDENDUM

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

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

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

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

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

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

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

2. Permitted Uses and Disclosures.

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

3. Obligations of Associate.

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

f. **Support of Individual Rights.**

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

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

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

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

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

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

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

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

4. Addendum Administration.

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

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

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

5. General Provisions/Ownership of PHI.

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

AGREED:

Name of Agency: Welch Community Hospital

Signature: _____

Title: C.E.O.

Date: _____

Name of Associate: Roxanne L Stanzel
(each assigned worker will sign)
Signature: [Signature]

Title: Director, Medical Operations & QA

Date: 2.7.17

Form - WVBA-012004
Amended 05.26.2013

APPROVED AS TO FORM THIS 26th
DAY OF Jan 20 17
BY [Signature]
Patrick Morrisey
Attorney General

Appendix A

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

Name of Associate: Roxanne L Stenard 2.7.17
(each assigned worker will sign)

Name of Agency: WVDHHR/BHHFF/Welch Community Hospital

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

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

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

Provisions Required for Federally Funded Procurements

1. **Federal Funds:** This purchase is being funded in whole or in part with Federal Funds and is subject to the requirements established in 2 CFR § 200. Pursuant to 2 CFR § 200.317 the provisions of 2 CFR §§ 200.322 and 200.326 are expressly included in this solicitation below and incorporated into any contract resulting from this solicitation by reference.
2. **2 CFR §200.322 Procurement of recovered materials:** A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
3. **§200.326 Contract provisions:** Pursuant to the requirements contained in 2 CFR §§ 200.317 and 200.326, the following provisions are included any contract resulting from this solicitation, to the extent that the provisions are applicable.
 - (A) At a minimum, the administrative, contractual, or legal remedies contained in W. Va. CSR § 148-1-5 and the applicable definitions contained in W. Va. CSR § 148-1-2 apply to any contract resulting from this solicitation in instances where contractors violate or breach contract terms for contracts for more than the simplified acquisition threshold currently set at \$150,000 (which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908).

West Virginia Code of State Rules § 148-1-5 states:

§ 148-1-5. Remedies.

5.1. The Director may require that the spending unit attempt to resolve any issues that it may have with the vendor prior to pursuing a remedy contained herein. The spending unit must document any resolution efforts and provide copies of those documents to the Purchasing Division.

5.2. Contract Cancellation.

5.2.a. Cancellation. The Director may cancel a purchase or contract immediately under any one of the following conditions including, but not limited to:

5.2.a.1. The vendor agrees to the cancellation;

5.2.a.2. The vendor has obtained the contract by fraud, collusion, conspiracy, or is in conflict with any statutory or constitutional provision of the State of West Virginia;

5.2.a.3. Failure to honor any contractual term or condition or to honor standard commercial practices;

5.2.a.4. The existence of an organizational conflict of interest is identified;

5.2.a.5. Funds are not appropriated or an appropriation is discontinued by the legislature for the acquisition.

5.2.a.6. Violation of any federal, state, or local law, regulation, or ordinance.

5.2.b. The Director may cancel a purchase or contract for any reason or no reason, upon providing the vendor with 30 days' notice of the cancellation.

5.2.c. Opportunity to Cure. In the event that a vendor fails to honor any contractual term or condition, or violates any provision of federal, state, or local law, regulation, or ordinance, the Director may request that the vendor remedy the contract breach or legal violation within a time frame the Director determines to be appropriate. If the vendor fails to remedy the contract breach or legal violation or the Director determines, at his or her sole discretion, that such a request is unlikely to yield a satisfactory result, then he or she may cancel immediately without providing the vendor an opportunity to perform a remedy.

5.2.d. Re-Award. The Director may award the cancelled contract to the next lowest responsible bidder (or next highest scoring bidder if best value procurement) without a subsequent solicitation if the following conditions are met:

5.2.d.1. The next lowest responsible bidder (or next highest scoring bidder if best value procurement) is able to perform at the price contained in its original bid submission, and

5.2.d.2. The contract is an open-end contract, a one-time purchase contract, or a contract for work which has not yet commenced.

Award to the next lowest responsible bidder (or next highest scoring bidder if best value procurement) will not be an option if the vendor's failure has in any way increased or significantly changed the scope of the original contract. The vendor failing to honor contractual and legal obligations is responsible for any increase in cost the state incurs as a result of the re-award.

5.3. Non-Responsible. If the Director believes that a vendor may be non-responsible, the Director may request that a vendor or spending unit provide evidence that the vendor either does or does not have the capability to fully perform the contract requirements, and the integrity and reliability necessary to assure good faith performance. If the Director determines that the vendor is non-responsible, the Director shall reject that vendor's bid and shall not award the contract to that vendor. A determination of non-responsibility must be evaluated on a case-by-case basis and can only be made after the vendor in question has submitted a bid. A determination of non-responsibility will only extend to the contract for which the vendor has submitted a bid and does not operate as a bar against submitting future bids.

5.4. Suspension.

5.4.a. The Director may suspend, for a period not to exceed one (1) year, the right of a vendor to bid on procurements issued by the Purchasing Division or any state spending unit under its authority if:

5.4.a.1. The vendor has exhibited a pattern of submitting bids and then requesting that its bid be withdrawn after bids have been publicly opened. For purposes of this provision, a pattern is two or more instances in any 12 month period.

5.4.a.2. The vendor has exhibited a pattern of poor performance in fulfilling his or her contractual obligations to the State. Poor performance includes, but is not limited to, two or more instances of any of the following: violations of law, regulation, or ordinance; failure to deliver timely; failure to deliver quantities ordered; poor performance reports; and failure to deliver commodities, services, or printing at the quality level required by the contract.

5.4.a.3. The vendor has breached a contract issued by the Purchasing Division or any state spending unit under its authority and refuses to remedy that breach.

5.4.a.4. The vendor's actions have given rise to one or more of the grounds for debarment listed in section 5A-3-33d.

5.4.b. Vendor suspension for the reasons listed in section 5.4 above shall occur as follows:

5.4.b.1. Upon a determination by the Director that a suspension is warranted, the Director will serve a notice of suspension to the vendor.

5.4.b.2. A notice of suspension must inform the vendor:

5.4.b.2.A. Of the grounds for the suspension;

5.4.b.2.B. Of the duration of the suspension;

5.4.b.2.C. Of the right to request a hearing contesting the suspension;

5.4.b.2.D. That a request for a hearing must be served on the Director no later than five (5) working days of the vendor's receipt of the notice of suspension;

5.4.b.2.E. That the vendor's failure to request a hearing no later than five (5) working days of the receipt of the notice of suspension will be deemed a waiver of the right to a hearing and result in the automatic enforcement of the suspension without further notice or an opportunity to respond; and

5.4.b.2.F. That a request for a hearing must include an explanation of why the vendor believes the Director's asserted grounds for suspension do not apply and why the vendor should not be suspended.

5.4.b.3. A vendor's failure to serve a request for hearing on the Director no later than five (5) working days of the vendor's receipt of the notice of suspension will be deemed a waiver of the right to a hearing and may result in the automatic enforcement of the suspension without further notice or an opportunity to respond. 5.4.b.4. A vendor who files a timely request for hearing but nevertheless fails to provide an explanation of why the asserted grounds for suspension are inapplicable or should not result in a suspension, may result in a denial of the vendor's hearing request.

5.4.b.5. Within five (5) working days of receiving the vendor's request for a hearing, the Director will serve on the vendor a notice of hearing that includes the date, time and place of the hearing.

5.4.b.6. The hearing will be recorded and an official record prepared. Within ten (10) working days of the conclusion of the hearing, the Director will issue and serve on the vendor, a written decision either confirming or reversing the suspension.

5.4.c. A vendor may appeal a decision of the Director to the Secretary of Administration. The appeal must be in writing and served on the Secretary no later than five (5) working days of receipt of the Director's decision.

5.4.d. The Secretary, or his or her designee, will schedule an appeal hearing and serve on the vendor, a notice of hearing that includes the date, time and place of the hearing. The appeal hearing will be recorded and an official record prepared. Within ten (10) working days of the conclusion of the appeal hearing, the Secretary will issue and serve on the vendor a written decision either confirming or reversing the suspension.

5.4.e. Any notice or service related to suspension actions or proceedings must be provided by certified mail, return receipt requested.

5.5. Vendor Debarment. The Director may debar a vendor on the basis of one or more of the grounds for debarment contained in West Virginia Code § 5A-3-33d or if the vendor has been declared ineligible to participate in procurement related activities under federal laws and regulation.

5.5.a. Debarment proceedings shall be conducted in accordance with West Virginia Code § 5A-3-33e and these rules. A vendor that has received notice of the proposed debarment by certified mail, return receipt requested, must respond to the proposed debarment within 30 working days after receipt of notice or the debarment will be instituted without further notice. A vendor is deemed to have received notice, notwithstanding the vendor's failure to accept the certified mail, if the letter is addressed to the vendor at its last known address. After considering the matter and reaching a decision, the Director shall notify the vendor of his or her decision by certified mail, return receipt requested.

5.5.b. Any vendor, other than a vendor prohibited from participating in federal procurement, undergoing debarment proceedings is permitted to continue participating in the state's procurement process until a final debarment decision has been reached. Any contract that a debarred vendor obtains prior to a final debarment decision shall remain in effect for the current term, but may not be extended or renewed. Notwithstanding the foregoing, the Director may cancel a contract held by a debarred vendor if the Director determines, in his or her sole discretion, that doing so is in the best interest of the State. A vendor prohibited from participating in federal procurement will not be permitted to participate in the state's procurement process during debarment proceedings.

5.5.c. If the Director's final debarment decision is that debarment is warranted and notice of the final debarment decision is mailed, the Purchasing Division shall reject any bid submitted by the debarred vendor,

including any bid submitted prior to the final debarment decision if that bid has not yet been accepted and a contract consummated. 5.5.d. Pursuant to West Virginia Code section 5A-3-33e(e), the length of the debarment period will be specified in the debarment decision and will be for a period of time that the Director finds necessary and proper to protect the public from an irresponsible vendor.

5.5.e. List of Debarred Vendors. The Director shall maintain and publicly post a list of debarred vendors on the Purchasing Division's website.

5.6. Damages.

5.6.a. A vendor who fails to perform as required under a contract shall be liable for actual damages and costs incurred by the state.

5.6.b. If any commodities delivered under a contract have been used or consumed by a spending unit and on testing the commodities are found not to comply with specifications, no payment may be approved by the Spending Unit for the merchandise until the amount of actual damages incurred has been determined.

5.6.c. The Spending Unit shall seek to collect damages by following the procedures established by the Office of the Attorney General for the collection of delinquent obligations.

(B) At a minimum, the termination for cause and for convenience provisions contained in W. Va. CSR § 148-1-5.2 and the applicable definitions contained in W. Va. CSR § 148-1-2 apply to any contract in excess of \$10,000 resulting from this solicitation.

West Virginia Code of State Rules § 148-1-5.2 states:

5.2. Contract Cancellation.

5.2.a. Cancellation. The Director may cancel a purchase or contract immediately under any one of the following conditions including, but not limited to:

5.2.a.1. The vendor agrees to the cancellation;

5.2.a.2. The vendor has obtained the contract by fraud, collusion, conspiracy, or is in conflict with any statutory or constitutional provision of the State of West Virginia;

5.2.a.3. Failure to honor any contractual term or condition or to honor standard commercial practices;

5.2.a.4. The existence of an organizational conflict of interest is identified;

5.2.a.5. Funds are not appropriated or an appropriation is discontinued by the legislature for the acquisition.

5.2.a.6. Violation of any federal, state, or local law, regulation, or ordinance.

5.2.b. The Director may cancel a purchase or contract for any reason or no reason, upon providing the vendor with 30 days' notice of the cancellation.

5.2.c. Opportunity to Cure. In the event that a vendor fails to honor any contractual term or condition, or violates any provision of federal, state, or local law, regulation, or ordinance, the Director may request that the vendor remedy the contract breach or legal violation within a time frame the Director determines to be appropriate. If the vendor fails to remedy the contract breach or legal violation or the Director determines, at his or her sole discretion, that such a request is unlikely to yield a satisfactory result, then he or she may cancel immediately without providing the vendor an opportunity to perform a remedy.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of **"federally assisted construction contract"** in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

41 CFR § 60-1.3 defines "Federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

Accordingly, to the extent that this contract meets the definition of a "federally assisted construction contract" under 41 CFR Part 60-1.3, the following clause is included:

41 CFR 60-1.4 - Equal opportunity clause. (b) *Federally assisted construction contracts.*

In accordance with the requirements of described above, and except as otherwise provided in the applicable regulations, the following language is hereby incorporated into any contract resulting from this solicitation involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however,* That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may

request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

(D) Davis-Bacon Act, as amended (40 U.S.C.3141-3148). Any construction contract resulting from this solicitation hereby requires compliance with the Davis-Bacon Act (40 U.S.C.3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor

Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors are required to pay wages not less than once a week.

Any construction contract resulting from this solicitation hereby requires compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient are prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

- (E) **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** Where applicable, any contract resulting from this solicitation in excess of \$100,000 that involve the employment of mechanics or laborers hereby requires compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- (F) **Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended— Any contract resulting from this solicitation in excess of \$150,000 hereby requires compliance with all applicable standards, orders or regulations issued pursuant to the **Clean Air Act (42 U.S.C. 7401-7671q)** and the **Federal Water Pollution Control Act as amended (33 U.S.C.1251-1387).**

(H) Debarment and Suspension (Executive Orders 12549 and 12689)— Any contract resulting from this solicitation will not be awarded to parties listed on the government wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension."

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)— Any contract resulting from this solicitation requires compliance with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Reviewed and
Acknowledged this document 2.7.17
William J. Stancak

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: Aureus Nursing (dba Aureus Medical Group)

Authorized Signature: [Signature] Date: 02.07.2017

State of Nebraska

County of Douglas, to-wit:

Taken, subscribed, and sworn to before me this 7 day of February, 2017.

My Commission expires July 30, 2018, 2018.

AFFIX SEAL HERE

NOTARY PUBLIC

[Signature]
Purchasing Affidavit (Revised 08/01/2015)



State of West Virginia

VENDOR PREFERENCE CERTIFICATE

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

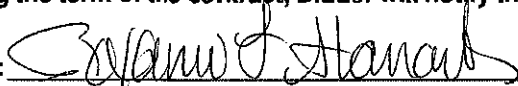
- N/A ☐ **1. Application is made for 2.5% vendor preference for the reason checked:**
Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,
N/A ☐ Bidder is a partnership, association or corporation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

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

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

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

Bidder: AUREUS NURSING (dba Aureus Medical Group)

Signed: 

Date: 07.07.2017

Title: Director of Medical Operations & Quality Assurance

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

Executive Summary for **Aureus Medical Group** and its parent company – **C&A Industries, Inc.**

Outline of Staffing Services, Credentials, Qualifying and Quality Assurance Processes, and Past Performance.

TECHNICAL CAPABILITY & QA PROGRAM

Aureus Medical Group

2017

DISCLAIMER STATEMENT

This material is considered proprietary material of C&A Industries and all of its subsidiaries. Any reproduction or republication of all or part of this document is expressly prohibited unless prior written consent to reproduce or republish has been granted.



TECHNICAL CAPABILITIES

TABLE OF CONTENTS

- I. [Executive Summary](#)
 - A. Business Practices
 - B. Corporate Mission Statement
- II. [Aureus Medical Group](#)
 - A. Specialty Branches
 - B. Contract & Direct Hire Staffing Services
 - C. Credentials
 - D. Proven Track Record
 - E. Core Strengths
 - F. Candidate Qualification & Quality Assurance
 - G. Recruitment
 - H. Candidate Presentation
 - I. Assignment Management
 - J. Contingency & Retention Planning
 - K. Client & Healthcare Worker Satisfaction
 - L. Past Performance

ATTACHMENTS

- [Corporate Certificate of Liability Insurance](#)
- [The Joint Commission HCSS Certification – Aureus Medical](#)
- [Aureus Orientation Training Curriculum – Table of Contents](#)
- [Aureus Annual Training Curriculum – Table of Content](#)
- [Aureus Medical Past Performance, FSS Schedule Contract 621 I](#)

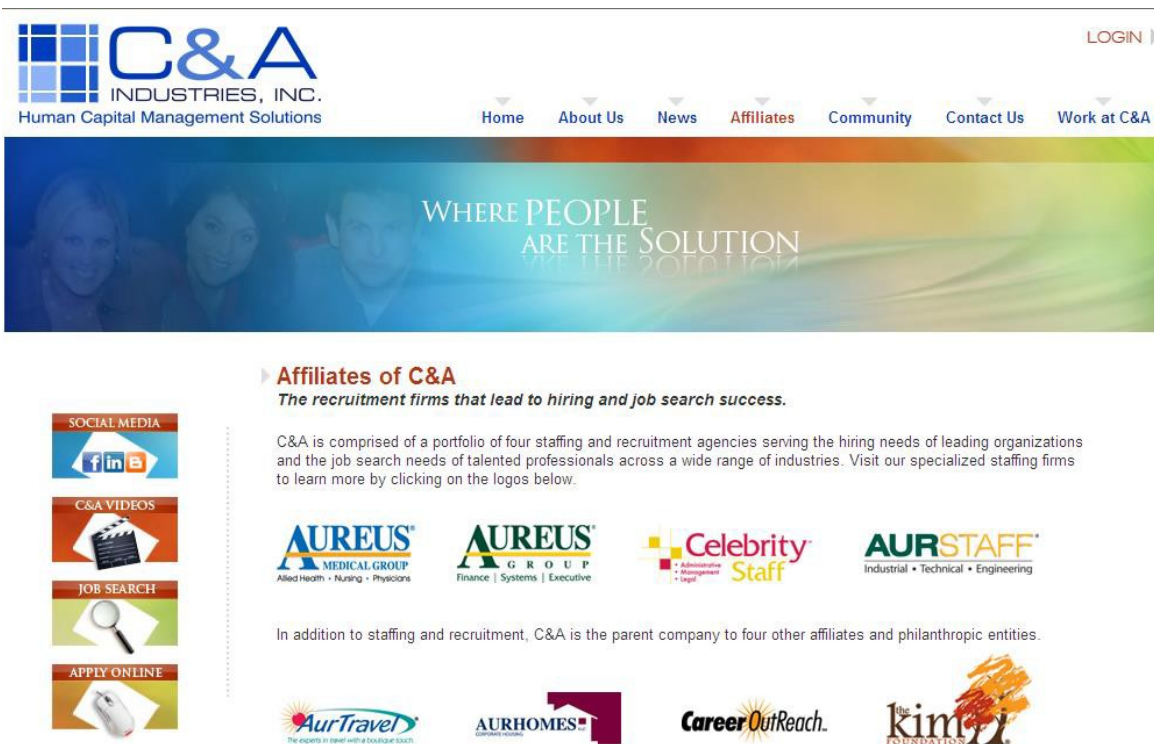
TECHNICAL CAPABILITIES

I. EXECUTIVE SUMMARY

The **AUREUS MEDICAL GROUP** is wholly owned and Operated by **C&A Industries, Inc.**, with corporate offices in Omaha, NE. C&A Industries, Inc. was founded in 1969 and incorporated in the State of Nebraska in 1977. It is privately held and has been under the direction of the same local owner since its inception.

C&A Industries was founded on serving the professional staffing needs of the business community. Staffing services were initially in the recruitment and placement of professional engineers and architects for major engineering firms throughout the Midwest. In the mid 1990's, medical staffing was initiated. Over the past 40 years, the company has diversified and expanded to serve multiple industries, and in the spirit of "giving back", the company has also founded a non-profit entity, the Kim Foundation, whose primary focus is on increasing awareness and promoting continued education related to mental illness..

Today, C&A Industries, Inc. has multiple staffing divisions – specializing in both medical and commercial staffing services, employing over 400 in-house employees, and over 5,000 active contract professionals. C&A Industries refers to its collective group of specialized entities as "Our Family of Companies".



The screenshot shows the C&A Industries, Inc. website. The header includes the C&A logo and navigation links: Home, About Us, News, Affiliates, Community, Contact Us, and Work at C&A. A banner below the header reads "WHERE PEOPLE ARE THE SOLUTION". The main content area features a section titled "Affiliates of C&A" with the tagline "The recruitment firms that lead to hiring and job search success." Below this, there are logos for AUREUS MEDICAL GROUP, AUREUS GROUP, Celebrity Staff, and AURSTAFF. A sidebar on the left contains links for SOCIAL MEDIA, C&A VIDEOS, JOB SEARCH, and APPLY ONLINE. At the bottom, there are logos for AurTravel, AURHOMES, CareerOutReach, and The Kim Foundation.

C&A Industries has grown from providing staffing solutions to local communities to becoming a leading, nationwide provider of healthcare staffing services to healthcare organizations nationwide. C&A Industries and Aureus Medical are classified as a LARGE business. Our Corporate Certificate of Insurance is provided as an [Attachment](#) to this document.

TECHNICAL CAPABILITIES

A. Business Practices

The owners and management team of the company have consistently promoted business practices that have been critical to the company's success. These can be summarized as follows:

1. Top-down, consistent focus on the quality of our services, and compliance with all applicable federal, state, and local laws.
2. A comprehensive, fully computerized candidate screening & qualifying program;
3. Quick response time from the time a client places an order for staffing services.
4. Targeted focus on a client's expectations, and tailoring processes to meet those expectations.
5. A comprehensive, state-of-the-art in-house training & ongoing education programs for all company staffing professionals.
6. Promotion of ongoing education and training for all active contract workers.
7. Ongoing appraisal and performance feedback programs for both in-house and contract workers to instill accountability and continuous improvement.

B. Corporate Mission Statement

Our mission is to be the staffing provider and employer of choice by helping people and companies achieve their goals.

OUR PEOPLE

We are dedicated to attracting, engaging, and retaining talent through a culture that nurtures success, develops careers, encourages communication, and honors all commitments.

Culture

We will foster a positive team environment by:

- Putting ethics above all else
- Treating everyone fairly
- Supporting each other
- Balancing work and life

Career Development

We will inspire tomorrow's leaders by:

- Attracting highly motivated people seeking job satisfaction and career growth
- Providing superior training, resources, and mentoring

Communication

We will build lasting relationships by:

- Communicating with candidates and employees in an honest and timely manner
- Encouraging and respecting two-way communication
- Supplying the tools and resources necessary to make informed decisions

Commitments

We will honor our commitments by:

- Doing What we Say
- Doing it Right
- Doing it On Time

OUR CLIENTS

We are dedicated to servicing our clients through a workforce that displays the highest level of ethics, provides exceptional customer service, and honors all commitments.

Ethics/Integrity

We will adhere to the highest standards of ethical conduct by:

- Treating everyone with dignity and respect
- Having the character to do what is right, morally and legally
- Making ethical conduct the personal responsibility of every one of our associates

Customer Service

We will build lasting business partnerships by:

- Treating our clients as they would want to be treated
- Communicating honestly and clearly
- Responding to all forms of communication within 24 hours
- Providing exceptional customer service
- Listening to our clients to truly understand their needs

Commitments

We will honor our commitments by:

- Delivering the candidate who best matches the client's needs
- Charging a fair price
- Doing What we Say
- Doing it Right
- Doing it On Time

II. AUREUS MEDICAL GROUP

The Aureus Medical Staffing Division's dba is **AUREUS MEDICAL GROUP**. The owner (CEO) and COO of C&A Industries and all staffing divisions are actively involved in daily operations and business processes. Each healthcare specialty staffing division is overseen by a General Manager and Branch Managers.

TECHNICAL CAPABILITIES

Recruiters & Account Managers are responsible for qualifying & matching candidates to client job openings, and managing workers on assignment. Aureus Account Managers are responsible for taking all appropriate measures to ensure not only that client expectations are met, but that healthcare worker needs are also met, and they are comfortable and productive in their assignments.

A. SPECIALTY BRANCHES

Aureus Medical Group is comprised of various Branches dedicated to select healthcare specialties so that service to our customers is provided by Recruiters & Account Managers that are knowledgeable in the positions they are responsible for providing and managing. Aureus provides staffing services to healthcare provider facilities and organizations nationwide, including hospitals, clinics, laboratories, imaging / surgery centers, skilled nursing and home care facilities, rehabilitation facilities, psychiatric, federal, state, and military institutions.

C&A Industries operates a number of **specialty healthcare staffing branches** within its Medical Staffing Division.

1. **CARDIOPULMONARY**
Specializes in placing Respiratory Therapists, Pulmonary Function Technicians, Polysomnographers, Dietitians and Nutritionists, Cardiac Perfusionists, Barimetric Technicians, Paramedics, EEG / Neurodiagnostic Technicians & EKG Technicians.
2. **CLINICAL LABORATORY**
Specializes in placing all specialties within the Clinical Laboratory arena: Medical Technologists (MT) and Medical Laboratory Technicians (MLT) in all laboratory specialty areas (Blood Bank, Chemistry, etc), Histotechnologists, Histotechnicians, Cytotechnologists, and Phlebotomists,
3. **DIAGNOSTIC IMAGING**
Specializes in placing Imaging Technologists in the modalities of 1) General Radiology, 2) Computed Tomography, 3) Magnetic Resonance Imaging, 4) Mammography, 5) Nuclear Medicine, 6) Cardiovascular / Interventional, 7) General Sonography, 8) Cardiac (Echo) Sonography, and 9) Vascular Sonography.
4. **RADIATION ONCOLOGY**
Specializes in placing Radiation Therapists, Dosimetrists, and Physicists.
5. **REHABILITATION THERAPY**
Specializes in placing Physical Therapists, Occupational Therapists, Speech Therapists, and Audiologists in rehabilitation and therapy disciplines. Our therapists come with a variety of work experience including not only acute care & rehabilitation settings, but including in-home therapy, schools, industrial, and educational settings.
6. **NURSING**
Specializes in placing Registered Nurses, Licensed Practical Nurses, and Nursing Assistants (CNA's) in all nursing specialty areas. In addition, we specialize in the provision of various Technologist positions, including Dialysis, CVOR, Telemetry, Surgical Technologists, and Sterile Processing Technicians.
7. **PHARMACY**
Specializes in placing Pharmacists (PharmD clinical and retail) and Pharmacy Technicians.
8. **PHYSICIANS & ADVANCED PRACTICE**
Dedicated to assisting healthcare facilities nationwide in the recruitment and placement of Physicians and Advanced Practice professionals (Physician Assistants, Nurse Practitioners) for private group practices and healthcare facilities. Aureus is experienced in serving clients' direct hire and temporary, locum tenens needs in all specialty areas

TECHNICAL CAPABILITIES

B. CONTRACT & DIRECT HIRE STAFFING SERVICES

Aureus has structured its services to offer a full-service staffing solution to our clients – serving their immediate, short-term needs, needs to cover business fluctuations, and full-time staffing. Aureus' services range from temporary staffing provided via contract assignments to the "Direct-Hire" placement of candidates into a full-time, permanent positions. Aureus has a comprehensive, while very efficient qualification and placement process, allowing us to identify a qualified candidate and transition them to starting a job assignment within 5 days if there are no delays due to licensing issues.

1. Direct Hire, Full-Time Placements

Aureus Medical has an ongoing, concerted emphasis on placement of healthcare professionals in full-time positions with clients. Aureus management continuously emphasizes the importance of this staffing focus to better serve our clients and provide services that will benefit our clients long after typical contract staffing solutions are exhausted.

2. Match-Hire Placements

Aureus Medical has a "Match-Hire" program to target candidates who are potentially interested in a permanent position with a client facility. These candidates can then be placed on a contract assignment to allow the Client to observe and evaluate their performance in consideration for a permanent offer.

3. Contract & Locum Tenens Assignments

Because of the large, nationwide network of contacts and employees we have developed over the years, we are able to efficiently find staffing matches to our clients' needs across all specialties and skill areas within the healthcare arena.

C. CREDENTIALS

Aureus Medical Group's Medical Division LLC's hold Business Licenses in all 50 United States, and US territories. In addition, Aureus actively holds over 14 State Agency Licenses in those states that require licensure to provide medical staffing services.

1. Awarded the federal GSA Contract Schedule 621 I: Professional & Allied Healthcare Staffing Services – 2004 to Present.
2. The Joint Commission (TJC) HCSS Certification awarded in 2005, and current today. Aureus continues to meet the monthly and annual requirements of The Joint Commission to maintain their certification status. Biennial on-site surveys by TJC have historically resulted in no observations to scores in the 90th percentile.
3. In-House Clinical staff provides clinical oversight and guidance to Recruiters & Account Managers as well as to the field staff of working healthcare professionals.
4. In-house, Support Service Divisions have been established that also operate as established business services to the local community:
 - a. **Aureus University** (affiliated with Bellevue University) – Staffing service training programs for new hires and ongoing training and development programs for all staff levels, including management development. State-of-the-art electronic training resources are continuously available to in-house employees via the company's "intranet"
 - b. **AurTravel** – Specialize in nationwide travel arrangements.
 - c. **AurHomes** – Specialize in nationwide temporary and long-term housing arrangements
5. Aureus Medical is approved as a Preferred Vendor by a number of large State Hospital Associations, Managed Service Providers, and Vendor Management groups. Regular on-site and remote audits by these associations and groups since 2004 have resulted in audit scores ranging from 96% - 100%.

TECHNICAL CAPABILITIES

D. PROVEN TRACK RECORD

1. Aureus Medical Group has achieved staffing industry ranking as one of the largest, most diverse, and experienced healthcare staffing firms in the US, with over 30 years of providing healthcare staffing, and a well-known reputation for delivering quality.
2. Aureus is unique among its staffing industry peers in that its consistent growth and diversification of staffing services has been achieved through successful expansion and diversification of staffing services from within, not by acquisition.
3. **Over 55,000 travel staff assignments** have been contracted through Aureus since January 2002.
4. Aureus' organizational focus on in-house specialization and structure of specialty branches has been achieved and maintained through extensive training of Recruiters and Account Managers in the medical specialty(ies) they are assigned to, while the specialized team structure serves to nurture their ability to respond to and deliver highly specialized staffing services to our clients.
5. Aureus Account Managers make every effort to understand their clients' operating environments, and regularly travel to client organizations to meet with client supervisors and management, and observe the working environment.
6. Over 80% of contract client job orders to Aureus are filled within 5-7 days..
7. Aureus has historically offered extensive benefits to our employees including group health and life insurance, health account savings plans, 401(k), continuing education tuition reimbursement, and service achievement awards.

E. CORE STRENGTHS

Aureus' core strengths can be summarized as follows:

- Top-down business focus on providing quality services over quantity
- Financial solvency, enabling nimble adjustments to marketplace demands and fluctuations
- Professional training and development programs for in-house staff
- Dedicated, specialty team structure: In-house staffing professionals are assigned in teams by healthcare specialty to dedicated regions of the country, ensuring a solid understanding of the qualifying requirements to match orders, client and traveler needs, preferences and requirements.
- Fully automated record-keeping and staffing software system to facilitate candidate recruiting and matching to new procurement orders, and assembly of comprehensive electronic presentation packages.
- Customer service and satisfaction analysis systems and award programs for in-house employees based on client feedback relative to service quality. .
- Diversified staffing services: Over 40% of our healthcare clients use healthcare staffing services from more than one Aureus specialty division.
- Dedicated Quality Assurance and Compliance divisions which regularly perform internal auditing to ensure compliance with internal procedures & processes, Joint Commission standards, and client specifications

F. CANDIDATE QUALIFICATION & QUALITY ASSURANCE

Aureus prides itself in its extensive pre-employment qualification process, and believes a comprehensive system is necessary to insure our healthcare workers deliver the highest quality of healthcare services to our clients. Aureus' qualification requirements meet The Joint Commission standards for Health Care Staffing Services (HCSS), and Aureus has been certified by The Joint Commission since 2005.

Specific components of our **pre-employment** qualification & quality assurance (QA) Program are outlined as follows:

STEPS IN VERIFICATION OF STAFF QUALIFICATIONS

1. **Initial Telephone Screening:** Aureus initially qualifies new applicants by conducting a telephone interview of the candidate, assessing their motivation to make a job change, education, credentials, licensure, clinical experience, and references. It is Aureus' policy to require a minimum of one year of clinical work experience prior to being considered for a traveling assignment.

TECHNICAL CAPABILITIES

STEPS IN VERIFICATION OF STAFF QUALIFICATIONS

2. Employment Application: Aureus requires a comprehensive application to be completed and signed by each applicant, inclusive of education, certifications, licenses, work history, and work history reference contacts prior to consideration for employment.

3. Skills Proficiency Inventory – inclusive of JOINT COMMISSION Age-Specific Criteria proficiencies. Aureus requires completion of Skills Inventory checklists as a pre-employment qualification, and as a critical component for matching the healthcare worker's skills to the requirements specified for a position. Each applicant to Aureus is asked to complete a skills inventory checklist for all skill areas applicable to their experience, verify their proficiency levels, then to validate the inventory with their date and signature. Aureus requires each healthcare worker to complete an annual update of skills proficiency.

4. Comprehensive Interview – including Behavioral Questioning: Applicants to Aureus are qualified through a series of qualifying questions, including key questions targeted to their specialty area, and as applicable - situation and behavioral-based questions to assist in our assessment of the applicant's character and work ethic.

5. Professional Credentials: Aureus requires a complete listing of all professional healthcare credentials from each applicant - inclusive of those required for positions they are interested in as well as for positions they may have previously worked in. These are then verified as a component of our Background Check upon hire, and re-verified prior to each job assignment. Current CPR certification is a mandatory requirement with the exception of positions that do not involve direct patient care (i.e., Dietitians, Lab Techs, and positions in the field of physics and pharmacy) A u r e u s Medical uses a state-of-the-art computer system for tracking state license and certification dates, and actively facilitates the process for healthcare workers to obtain updates to their credentials to maintain them current.

6. Education & Work History Verification. Education verification will be performed in the following instances:

- 1) When a healthcare worker does not have formal education (degree or certificate) in their profession and / or they do not have a national, professional certification or state license to validate their education.
- 2) When client specifications require Education Verification.

Work History verification will be performed for all new hires & re-entry healthcare workers. Aureus' policy for verification is to verify a minimum of one year of clinical work experience within the 3 years prior to the healthcare worker's hire with Aureus. This verification is performed via direct contact with contacts at the clinical facility (ies) they worked at, and if necessary – through 3rd party vendors some healthcare facilities have contracted with to provide their verifications. If Client specifications are more stringent than this, additional verifications are performed to comply.

7. Professional Reference Sourcing: It is Aureus' policy to perform one-on-one, direct sourcing of Professional References as part of our pre-hire qualification of an applicant. Once employed with Aureus, additional, updated references are required in the event the healthcare worker has a gap in employment with Aureus of greater than 6 months. References must include, at a minimum - one prior, direct Supervisor or Manager who directly supervised the worker in the specialty (ies) they are qualified to be placed in. It is Aureus' standard policy to require a minimum of one year of clinical work experience prior to a healthcare worker's consideration for a traveling assignment, however some clients will allow for less experience for professions / positions in scarce supply.

8. UCSIS Employment Eligibility Verification: It is Aureus' policy to verify work eligibility of a healthcare worker in person as required by UCSIS regulations. If a healthcare worker has a gap in their employment with Aureus of greater than 6 months, their identification and eligibility is re-verified. Beginning Jan 2008, Aureus began using the federal eVerify program to verify employment information.

9. Drug Screening: It is Aureus' policy to conduct a comprehensive drug screen of each new hire, and of any healthcare worker with a gap in their employment with Aureus of greater than 6 months. Aureus uses a national HHS & SAMSHA-approved testing laboratory. Aureus' standard drug test is a Medical Professional panel, which includes comprehensive screening for drugs of abuse, with the addition of most-commonly abused prescription medications, and extensive testing for sample adulteration.

TECHNICAL CAPABILITIES

STEPS IN VERIFICATION OF STAFF QUALIFICATIONS

10. Background Check: It is Aureus' policy to conduct a comprehensive background check of each new hire, and of any healthcare worker with a gap in their employment with Aureus of greater than 6 months. Our comprehensive background check consists of the following components:

1. Social Security Number Verification & Address Trace
2. OIG/HHS – Excluded Individuals (OIG = Office of Inspector General; HHS = US Dept. of Health & Human Services)
3. EPLS/GSA – (EPLS = Excluded Parties Listing System; GSA = General Services Administration). This search includes OFAC search of SDN (Specially Designated Nationals) and Blocked Persons (i.e., potential terrorists).
4. Motor Vehicle Record
5. County Criminal
6. Nationwide Criminal Database Search: National Criminal Database (specialized 42 state, felony, serious crime, alerts)
7. State Sexual Offender/Predator
8. Professional Licenses & Certifications Verification, and details of any disciplinary actions
9. Professional Education as applicable
10. State & Local requirements for background checks and fingerprinting of healthcare workers
11. Specifications of client facilities (Education, Employment) – and specific timeframes that may be required for background check component updates and additional screening components.

11. Immunity History Verification: Aureus verifies the immunization history and/or current status of immunity for all new hires. Verification of immunization history includes Hepatitis B, Measles, Mumps, Rubella, Varicella, Tetanus-Diphtheria, and seasonal Influenza. Aureus adheres to the CDC guidelines for immunity requirements for healthcare personnel in patient-care settings. Aureus Medical provides immunizations and/or antibody titer testing to healthcare workers free of charge as a benefit. Aureus has in place a program to promote and offer annual flu vaccination for all of our healthcare workers.

Aureus Medical uses a state-of-the-art computer system for tracking due dates for immunization series needed (e.g., Hepatitis B). Aureus actively facilitates the process for workers to obtain updates to their immunizations as required to maintain them current. Aureus Staffing Team Assistants are responsible for assisting Account Managers in complying with requirements.

12. Tuberculosis Testing: TB skin testing is required on an annual basis. If a TB test is every allowed to expire, Aureus will require the healthcare worker to undergo a 2-step TB test in accordance with CDC guidelines. Positive TB tests must be resolved by a negative chest x-ray and physician statement of symptom-free status. An annual TB Questionnaire is required of each healthcare worker to verify symptom-free status. Aureus Medical provides TB testing to healthcare workers free of charge as a benefit.

Aureus Medical uses a state-of-the-art computer system for tracking due dates for annual TB skin testing, and actively facilitates the process for workers to keep their TB test current. Aureus Staffing Team Assistants are responsible for assisting Account Managers in complying with requirements.

13. Orientation Training, including Joint Commission standards & OSHA Safety Training. Aureus provides an online orientation training program for each healthcare worker to review, followed by a self-assessment test which must be passed with a minimum score of 80%. Refer to [Attachment](#) to this document.

14. Competency Testing. Aureus requires competency testing by each healthcare worker in the specialty area(s) they may be assigned in, or will be floated to. Additional competency testing required by clients is also administered in accordance with client instructions. Competency testing is also required as applicable whenever there are clinical performance issues that arise during a worker's employment, or if additional validation of experience is recommended by the Aureus Clinical Director.

15. Continuing Education & Tuition Reimbursement: Aureus actively promotes continuing education of healthcare workers in clinical areas they specialize in. Resources to continuing education programs are provided to healthcare workers on the Aureus Medical website.

Aureus Medical also offers their contract employees with the benefit of tuition reimbursement up to \$1500 per calendar year quarter and \$12,000 per degree for qualifying degree programs. Qualifying degree programs include Bachelor and Master level programs in Nursing, Healthcare Administration, and Healthcare Education. Covered expenses include class registration and required books.

TECHNICAL CAPABILITIES

STEPS IN VERIFICATION OF STAFF QUALIFICATIONS

16. Annual Training. Aureus requires that all active healthcare workers review a set of annual training requirements which meet OSHA and Joint Commission requirements. Each training module is followed by a self-assessment test which must be passed with a minimum score of 80%. Refer to [Attachment](#) to this document.

17. Client Performance Appraisals: Aureus requests the on-site Client Supervisor for each healthcare worker complete a formal Appraisal of the worker's suitability and performance while on assignment in the client facility. These requests are sent automatically via the Aureus computer system at 65% of assignment completion. This feedback is used as an ongoing validation of our initial professional reference sourcing, and in the decision to assign a healthcare worker to additional assignments with Aureus.

18. Client Specifications: Aureus has established a pre-assignment qualification tracking system for identifying "client specifications" for each client facility. This tracking system alerts our placement personnel to specific requirements beyond what Aureus' qualification standards are nationwide. These specifications may include additional physical examinations, antibody titer testing, repeat drug testing or background checks within a specified timeframe prior to a job assignment, specific professional certifications or work experience for a job position, respiratory fit testing, additional background checks required by the State or local health departments, and completion of web-based facility orientation training programs.

Clients may also specify that their forms be used in the candidate presentation and assignment processes. Aureus has a state-of-the-art computer system to track these requirements and ensure that client requirements are met. Aureus Staffing Team Assistants assist the Account Managers to complete these requirements in a timely manner.

19. Internal Performance Appraisals: There are appraisal forms available in each Job Assignment in the Aureus system for the Aureus Account Manager to complete at the close of each assignment. These appraisals are based upon the comprehensive performance of the worker during the assignment. This appraisal takes into account feedback received from the Client Supervisor during the course of the assignment, as well as their compliance with Aureus policies and procedures. Completed internal assignment appraisals are available as part of the healthcare worker's record for use in assessing their qualifications and suitability for future placements.

20. Performance Review Board: Aureus has established a formal committee we refer to as the "Review Board" to evaluate and make assessments relative to continued employment of contract workers who have had one or more performance concerns identified on prior contract assignments. The committee is composed of a multi-disciplinary and multi-level group of individuals within the Aureus Medical Division. Clinical performance issues are reviewed by the Aureus Clinical Director, who makes recommendations to the Board based on whether the individual is determined to be competent to continue working for Aureus without compromise to our Clients and patient safety and care.

In performing their review, the Board formally meets to review all records and reports related to the individual's work history, and their performance. The Board concludes each review with a final decision, which is then documented and communicated to the healthcare worker. Board decisions range from 1) no action; 2) counseling; 3) disciplinary action; and 4) termination.

21. Internal QA Audits: The Aureus Medical Quality Assurance Department performs ongoing internal audits, reporting audit results and findings to staffing teams, usually monthly. The audit covers all medical operations based on Aureus Medical Operations Manual policies and procedures, designed to meet Joint Commission Standards and company policies and procedures in support of providing quality services to our staffing customers.

Branch Managers and Team Leaders of all staffing & administrative support teams are responsible for following up on reported audit findings as follows:

- Discussing findings with their staff members to ensure corrective actions are taken.

- Implementing process improvement steps to prevent further occurrences of errors / oversights as applicable.

- Conducting or arranging for re-training or reinforcement training of staff members as applicable.

Division Management is ultimately responsible for ensuring that area Managers are adequately supervising their respective areas, and operations are being carried out in compliance with Aureus policies and procedures.

TECHNICAL CAPABILITIES

RECRUITMENT

Contract & Direct Hire Staff

Aureus Medical has approximately 200 Recruiters & Account Managers dedicated to the recruitment of healthcare professionals in both contact and direct-hire positions, resulting in a large database of readily-available and experienced candidates.

Recruiting Power

Aureus has dedicated Recruiters for its specialty Branches, ensuring expert qualifying practices and nationwide coverage. Recruiters and Account Managers are dedicated to specific specialties, and therefore have a firm knowledge and understanding of the skills & specialties they are dedicated to.

Aureus has the manpower and dedicated staff in place to maintain continuity of recruiting efforts. Aureus' team based workgroups mean all efforts are utilized as a shared resource, allowing seamless performance when any staffing team member is out of the office, and nimble responsiveness to marketplace demands and fluctuations.

Aureus Medical is supported by a Corporate Marketing Division which provides the expertise and tools to target advertising appropriately and efficiently to a variety of healthcare candidates and clients. Corporate marketing tactics also highlight Aureus' benefit programs to enhance candidate attraction to us vs. other staffing competitors in the marketplace.

Large numbers of new candidates are attracted to, and recruited by Aureus on a daily basis through a wide variety of sources that include internet resources (Job boards, social media, newsletters, automated e-recruiting based on candidate preferences), print and media advertising, direct mail campaigns, career fairs, and professional conferences.

Aureus' e-Recruiting Program includes a feature for client positions to be posted anonymously, and for dedicated Recruiting Specialists to target their recruiting efforts to client needs and timeframes.

CANDIDATE PRESENTATION

Aureus has developed a standardized, electronic profile package to present to our clients either to market a candidate, or to match open, existing positions. The standard profile presented by Aureus Medical includes the following documentation:

Resume, Skills Checklists, Professional References, Certifications and State Licensure

Client specifications for presentation documentation are honored; including web-based documentation uploads into software specified by client organizations.

ASSIGNMENT MANAGEMENT

Ongoing Communication

Aureus focuses on regular communication during any job assignment – with the client supervisor and with our healthcare professional. We believe the interchange of feedback is critical in ensuring client needs are being met, and in utilizing coaching and motivating techniques with our workers. The dedicated Aureus Account Manager will be responsible for conducting this ongoing communication during the assignment, and documenting results into our computer system.

Orientation Feedback

Within the first week after our healthcare professional begins a new assignment, the Aureus Account Managers will contact the client supervisor to solicit performance feedback. We want to get an early in assessing the success of the client–healthcare worker relationship and fit. The Account Manager will take all the steps they can to facilitate this relationship and ensure our worker is performing up to expectations.

TECHNICAL CAPABILITIES

Appraisal Feedback

On a weekly basis as appropriate, the Aureus Account Manager will contact with the healthcare professional and the client to check on the status of the work relationship. At 65% of assignment completion, the Aureus computer system automatically generates an email request to the client supervisor for a written performance appraisal of our healthcare professional, which can be completed online.

Extensions

Weekly communications allow the opportunity for clients to advise us of any anticipated changes in the length of the assignment. Extensions are frequently negotiated at this point,

CONTINGENCY & RETENTION PLANNING

Planned & Un-Planned Orders

Aureus prides itself in its responsiveness to client needs, both planned and unplanned. We are unmatched in our ability to expeditiously recruit, qualify, and match quality healthcare professionals to client needs. Our ability to deliver this level of responsiveness is a direct result of the size of our recruitment manpower and the size and sophistication of our candidate database.

Problem-Solving & Personnel Substitution / Replacement

In the event a performance or personality problem occurs, the following actions will be taken:

1. Investigation

Aureus representatives will promptly communicate with the Client within 24 hours of being made aware of a concern / complaint. All facts will be collected from both the healthcare professional and client, and dependent upon the significance and seriousness of the problem, Aureus will work with the client and/or healthcare professional to determine if resolution can be achieved through counseling, or if replacement is indicated.

2. Resolution: Counseling

If the concern was related to performance, and there is no apparent risk posed to patient care or treatments, and the client is willing, Aureus will take actions with the healthcare professional of what steps they need to take to bring their performance up to acceptable levels. This may take the form of verbal or written counseling. Recurrence of performance deficiencies for which the worker has been previously warned about will result in Aureus' action to replace them as quickly as possible and/or refuse to place them on another assignment until their case has gone before the Performance Review Board for a determination.

3. Resolution: Remove & Replace

Aureus will make every effort to expeditiously identify another qualified healthcare professional that can promptly be at the client facility for replacement. The acceptable timeframe for the removal will be at the Client's discretion.

4. Performance Review Board

As cited earlier in the Quality Program section of this document, Aureus Medical has established a formal Review Board to conduct an objective review of any healthcare professional who does not successfully complete an assignment due to one or more of the following reasons:

- Fails to adhere to standards of ethics as defined in the Aureus Medical Code of Ethics
- Is released by a client facility for cause prior to end of their assignment
- Does not appear for, or abandons their assignment prior to the established end date
- Job performance does not meet client or Aureus expectations

Aureus' Review Board process helps to ensure that sub-standard workers are not re-inserted into the available database of candidates for placement on future assignments at any other client facility.

TECHNICAL CAPABILITIES

CLIENT & HEALTHCARE WORKER SATISFACTION

Aureus' top-down focus on quality is grounded in client & healthcare worker satisfaction. Customer service and satisfaction analysis systems have been designed to provide monthly reports with trending graphics comparing current results with historical results.

SATISFACTION SURVEYS

Using a 5 point scale with 5 being Outstanding

EMPLOYEE ASSIGNMENT PERFORMANCE EVALUATIONS

Client satisfaction with Aureus employee's performance on assignment

YEAR	ALLIED HEALTH	NURSING
2009	4.48	4.28
2010	4.12	4.04
2011	4.04	3.85
2012	4.10	3.96
2013	4.11	3.86
2014	4.20	4.04
2015	4.19	4.00
2016 to 9.2016	4.17	4.02

EMPLOYEE ACCOUNT MANAGER EVALUATION

Employee satisfaction with Aureus customer service

YEAR	ALLIED HEALTH	NURSING
2009	4.41	4.44
2010	4.37	4.39
2011	4.48	4.45
2012	4.45	4.42
2013	4.45	4.48
2014	4.42	4.43
2015	4.48	4.53
2016 to 9.2016	4.50	4.55

CLIENT ACCOUNT MANAGER EVALUATION

YEAR	ALLIED HEALTH	NURSING
2009	4.41	4.30
2010	4.44	4.28
2011	4.42	4.29
2012	4.54	4.24
2013	4.51	4.24
2014	4.47	4.27
2015	4.42	4.29
2016 to 9.2016	4.50	4.33

TECHNICAL CAPABILITIES

L. PAST PERFORMANCE (CONFIDENTIAL)

Aureus Medical's history of providing staffing services to the Veterans Affairs Administration goes back to the year 2000, well before our first FSS Schedule 621 I Contract Award, V797p-4645a. In 2014, Aureus was awarded their 2nd FSS Schedule 621 I Contract #V797D-40169.

Please refer to the attachment to this document for a sampling of government clients Aureus has served over the past 12 years. Aureus Medical is a privately held staffing company and requests that client lists be maintained as confidential and proprietary. All references are provided with the agreement and understanding that our client relationships are proprietary.

Specialty past performance – by POSITION and SPECIALTY area can be provided upon request for specific position openings.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/6/2016

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

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

PRODUCER
SilverStone Group
11516 Miracle Hills Drive
Omaha NE 68154

CONTACT NAME: Mardi Whitley
PHONE (A/C No. Ext): 402.964.5567 FAX (A/C No): 402-557-6322
E-MAIL ADDRESS: mwhitley@ssgi.com

INSURED C&AIND-
C & A Industries, Inc.
(See Named Insured Listing)
13609 California St., Ste 500
Omaha NE 68154

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Hartford Insurance Company	37478
INSURER B:	Zurich Insurance Co.	16535
INSURER C:	Nat'l Union Fire Ins. Co. Pa	
INSURER D:	Granite State Insurance Co.	
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 1924280703

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADOL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
D	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			02-LX-003692497-9	6/1/2016	6/1/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COM/PROP AGG \$1,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			91UUNUY6306	6/1/2016	6/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			EXS6916158(17)	6/1/2016	6/1/2017	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A		WC343478-15	1/1/2017	1/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Staffing Medical Professional Liability Occurrence Form			HHA6914793(17)	6/1/2016	6/1/2017	\$1M/\$3M \$500,000 Occ/Agg SIR

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

Named Insured Listing:
C&A Industries, Inc.
Aureus Medical Management Services, LLC(AMMS)
Aureus Radiology, LLC
dba Aureus Allied Health
dba Aureus Medical Group
See Attached...

CERTIFICATE HOLDER

CANCELLATION

To Whom It May Concern
Medical

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Jeffrey E. Bane

© 1988-2015 ACORD CORPORATION. All rights reserved.



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY SilverStone Group		NAMED INSURED C & A Industries, Inc. (See Named Insured Listing) 13609 California St., Ste 500 Omaha NE 68154
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Aureus Nursing, LLC
 dba Aureus Healthcare
 dba Aureus Medical Group
 dba Aureus International, LLC
 Aureus Healthcare One, LLC
 FOCUSONE Solutions, LLC
 Honeydew, LLC (Building Owner)
 7 Court, LLC (Building Owner)
 LCKC, LLC
 7 Court 1, LLC

Staffing Medical Professional Liability - Patient Fund States/Limits
 Louisiana - \$100,000/\$300,000
 Indiana: - \$250,000/\$750,000

Virginia Staffing Medical Professional Liability Limits:
 \$2,200,000 per occurrence/\$6,000,000 Aggregate

Crime Coverage:
 Carrier: Great American Insurance Company
 Policy Number: SAA 051-92-40-02
 Policy term: 6-1-16 to 6-1-17
 Employee Dishonesty limit: \$3,000,000
 Client Coverage Limit: \$3,000,000
 Deductible: \$75,000

Technology Errors & Omissions Liability/Network Security/Privacy and Media
 Carrier: Indian Harbor Insurance Company
 Policy Number: MTP003432403
 Policy Period: 6-1-16 to 6-1-17
 Each Claim limit: \$5,000,000
 Aggregate: \$5,000,000
 Deductible: \$50,000

Employment Practices Liability:
 Carrier: Arch Intermediaries Limited/Beazley (Lloyds of London)
 Policy Number: BEP0171FCE
 Policy Period: 6-1-16 to 6-1-17

Insuring Agreement	Maximum Limit including Defense
Agreement A (Employees)	\$1,000,000
Agreement B (Temporary Workers)	\$1,000,000
Agreement C (Clients)	No Coverage
Defense Only Additional Limit	\$1,000,000
Immigration Practices Defense (in-house only)	\$250,000 Aggregate sub-limit
Punitive, Exemplary & Multiple Damages	\$1,000,000
Third Party Discrimination (Non-Employees)	\$1,000,000
Wage & Hour Defense only (In-House only)	\$150,000 Aggregate sub-limit
Affordable Care Act Defense	\$50,000 sub-limit
Maximum Annual Aggregate for ALL liability	\$1,000,000
Retention: \$75,000 Each and Every Claim	

CERTIFICATE OF DISTINCTION

has been awarded to

Aureus Medical Management Services, LLC

Omaha, NE

for

Health Care Staffing

by




The Joint Commission

based on a review of compliance with national standards.

August 20, 2016

Certification is customarily valid for up to 24 months.


Craig W. Jones, FACHE
Chair, Board of Commissioners

ID #413882
Print/Reprint Date: 08/22/2016


Mark R. Chassin, MD, FACP, MPP, MPH
President

The Joint Commission is an independent, not-for-profit national body that oversees the safety and quality of health care and other services provided in certified organizations. Information about certified organizations may be provided directly to The Joint Commission at 1-800-994-6610. Information regarding certification and the certification performance of individual organizations can be obtained through The Joint Commission's web site at www.jointcommission.org.



TECHNICAL CAPABILITIES



ORIENTATION TRAINING PROGRAM

TABLE OF CONTENTS

SAFETY	PAGE
1. <u>Introduction</u>	4
▪ SAFETY AWARENESS	
2. <u>Infection and Exposure Control Plan</u>	5
▪ UNIVERSAL (STANDARD) PRECAUTIONS	
▪ PREVENTING INFECTIONS IN PATIENTS	
▪ HAND HYGIENE GUIDELINES	
▪ ISOLATION	
▪ BLOODBORNE DISEASES	
▪ EXPOSURE CONTROL PLAN	
▪ RESPIRATORY PROTECTION STANDARDS - INCLUDING RESPIRATORY HYGIENE / COUGH ETIQUETTE	
▪ TUBERCULOSIS	
▪ INFLUENZA	
▪ PANDEMIC	
▪ BIOTERRORISM AGENTS-	
▪ PERSONAL PROTECTIVE CLOTHING & EQUIPMENT	
3. <u>Latex Sensitivity or Allergy</u>	15
▪ WORK PRACTICES TO REDUCE PERSONAL EXPOSURE	
▪ LATEX EXPOSURE CONTROL POLICY	
4. <u>Hazardous Materials/Communication</u>	16
▪ YOUR RIGHT TO KNOW	
▪ MATERIAL DATA SAFETY SHEETS	
▪ HAZARDOUS CHEMICALS	
▪ HOUSEKEEPING PROCEDURES	
5. <u>Radiation Awareness</u>	18
▪ RADIATION HAZARD SYMBOL & SIGNS	
▪ RADIATION USE IN HEALTHCARE FACILITIES	
▪ RADIATION SAFETY	
6. <u>Ergonomics/Back Safety</u>	19
▪ TECHNIQUES TO PREVENT BACK INJURY	
▪ PROPER POSTURE – KNOW YOUR CURVES	
7. <u>Emergency Preparedness</u>	20
▪ BOMB THREAT	
▪ BIOTERRORISM / EXTERNAL DISASTER PLAN	
▪ INFANT ABDUCTION	
▪ HOSTAGE OR WORKPLACE VIOLENCE	
▪ EVACUATION	
▪ LOSS OF UTILITIES	
▪ EARTHQUAKE	
▪ HURRICANE	
▪ TORNADO	
▪ TSUNAMI	
8. <u>Workplace & Assignment Security</u>	23
▪ SAFE DRIVING	
▪ ON THE STREET & IN PARKING AREAS	
▪ AIR & PUBLIC TRANSPORTATION	
▪ HOTEL & HOUSING SAFETY	
▪ AT WORK	
9. <u>Workplace Violence</u>	25
▪ DEFINITION & EXAMPLES OF WORKPLACE VIOLENCE	
▪ RISK FACTORS	
▪ SAFETY TIPS	
10. <u>Harrassment in the Workplace</u>	26
▪ INFORMAL RESOLUTION	
▪ FORMAL RESOLUTION	
▪ INVESTIGATION & CORRECTIVE ACTION	

TECHNICAL CAPABILITIES



ORIENTATION TRAINING PROGRAM

TABLE OF CONTENTS

SAFETY – continued	PAGE
11. <u>Fire Safety</u>	27
<ul style="list-style-type: none"> FIRE EXTINGUISHERS FIGHTING FIRES 	
12. <u>Oxygen Safety</u>	28
<ul style="list-style-type: none"> SAFETY RULES FOR OXYGEN TRANSPORTING PATIENTS 	
13. <u>Utility & Electrical Safety</u>	28
<ul style="list-style-type: none"> GENERAL TIPS FOR ELECTRICAL SAFETY EMERGENCY ELECTRICAL POWER MEDICAL GAS SHUT-OFF VALVES 	
14. <u>Medical Equipment</u>	29
<ul style="list-style-type: none"> GENERAL GUIDELINES FOR USE OF MEDICAL EQUIPMENT RESPONDING TO EQUIPMENT MALFUNCTION THE SAFE MEDICAL DEVICE ACT 	
15. <u>Life Safety & Environment of Care</u>	29
<ul style="list-style-type: none"> EFFECTIVE MANAGEMENT OF THE ELEMENTS YOUR ROLE 	
16. <u>Home Health Care: Safety Hazards and Awareness</u>	30
<ul style="list-style-type: none"> EXPOSURE TO BE PREPARED FOR AVOID SAFETY EQUIPMENT HAZARD ASSESSMENT 	
QUALITY PATIENT CARE & PERFORMANCE IMPROVEMENT	PAGE
1. <u>Patient Safety</u>	31
<ul style="list-style-type: none"> NATIONAL PATIENT SAFETY GOALS CONTINUOUS EFFORTS TO IMPROVE PATIENT SAFETY 	
2. <u>Patient Rights</u>	35
<ul style="list-style-type: none"> A PATIENT'S BILL OF RIGHTS YOUR ROLE 	
3. <u>Advance Directives</u>	36
<ul style="list-style-type: none"> JOINT COMMISSION STANDARDS FOR ADVANCE DIRECTIVES 	
4. <u>Patient Confidentiality</u>	38
<ul style="list-style-type: none"> HIPAA PHI – PROTECTED HEALTH INFORMATION YOUR ROLE 	
5. <u>Diversity</u>	40
<ul style="list-style-type: none"> VALUING DIVERSITY 	
6. <u>Age Specific Care Competencies – Across the Lifespan</u>	40
<ul style="list-style-type: none"> INFANT (BIRTH – 1 YEAR) PEDIATRIC (1 – 12 YEARS) ADOLESCENT (12 – 18 YEARS) ADULT (18 – 64 YEARS) GERIATRIC (65 YEARS & OVER) 	
7. <u>Abuse or Neglect</u>	43
<ul style="list-style-type: none"> SIGNS OF ABUSE OR NEGLECT CHILDREN, ADOLESCENTS, YOUNG & MIDDLE ADULTS, ELDERLY OR VULNERABLE ADULTS PATIENT ASSESSMENT & REFERRAL FORENSIC MEDICAL EXAMINATION REPORTING ABUSE OR NEGLECT YOUR ROLE PATIENT LOYALTY PEOPLE NEED PEOPLE 	

TECHNICAL CAPABILITIES

ANNUAL Core Competency Testing

Comprehensive Core Competency - CNA and Allied

Comprehensive Core Competency - Nursing

2010 National Patient Safety Goals - Nursing

2010 National Patient Safety Goals - CNA/Allied

Abuse and Neglect

Infection Control (Includes: Blood-Borne Pathogens, Transmission-Based Precautions, CDC Guidelines)

Advance Directives

Latex Allergy

Age Specific

Legal Issues In Healthcare

Body Mechanics

OSHA Healthcare Safety

Care Planning

Pain Management

Color Vision

Patient Rights

HIPAA

Complaints and Grievances

Patient Safety

Compliance

Quality Improvement

Cultural Diversity

Restraints

Environment of Care (Includes: Life Safety, Hazardous Material, Waste Management, Medical, Equipment Management, Emergency Preparedness, Utility Management, Security Management, Bio-Terrorism, Fire Safety)

Risk Management

Ethics

Sexual Harassment

Falls Prevention

Substance Abuse Recognition

Workplace Violence

PAST PERFORMANCE GSA CONTRACT, Schedule 621 I: V797D-40169 (C&A/Aureus Medical Management Svces, LLC)
 List of a sampling of federal facilities we have provided MEDICAL staffing services to since the inception of our GSA contract in 2005.

ALAMO NAVAJO HEALTH STATION

P.O. Box 907

Magdalena, NM 87825

Contacts: *Patricia Renfro*, Health Services Director

Phone: 575-854-2626 | pat@ansbi.org

Positions Placed: Nurse Practitioners, Pharmacists, Physician Assistants

ALBUQUERQUE INDIAN HEALTH SERVICE

5300 Homestead Road Northeast

Albuquerque, NM 87110

Contacts: *Veronica Zuni*, Contracting Officer

Phone: 505-248-4565 | veronica.zuni@ihs.gov

Positions Placed: Nurse Practitioners

ANDERSON VA OUTPATIENT CLINIC

1702 East Greenville Street

Anderson, SC 29621

Contacts: *Thomas David*, Contracting Officer

Phone: 803-776-4000 | david.thomas69e89@va.gov

Positions Placed: Phlebotomists

BATH VA MEDICAL CENTER

76 Veterans Avenue

Bath, NY 14810

Contacts: *Jeanette Crooks*, Contracting Agent

Phone: 585-393-7853 | jeanette.crooks@va.gov

Positions Placed: Echo Technologists

CANANDAIGUA VA MEDICAL CENTER

400 Fort Hill Avenue

Canandaigua, NY 14424

Contacts: *Jeanette Crooks*, Contract Administration

Phone: 585-393-7853 | jeanette.crooks@va.gov

Brian Westlake, Director of Rehab

Phone: 585-393-8080 | brian.westlake@va.gov

Positions Placed: LPNs, Occupational Therapists

CHIEF REDSTONE CLINIC

P.O. Box 729

Wolf Point, MT 59201

Contacts: *Rita Langager*, Contracting Officer

Phone: 406-247-7293 | rita.langager@ihs.gov

Positions Placed: Medical Technologists

CLAREMORE INDIAN HEALTH FACILITY

101 South Moore Avenue

Claremore, OK 74017

Contacts: *Corey Ropin*, Human Resources Director

Phone: 918-342-6433 | corey.ropin@ihs.gov

Positions Placed: Respiratory Therapists

COLVILLE INDIAN HEALTH

P.O. Box 71

Nespelem, WA 99155

Contacts: *Brian Nanamkin*, Administrative Officer

Phone: 509-634-2918 | brian.nanamkin@ihs.gov

Positions Placed: Medical Technologists, Nurses, Nurse Practitioners, Specialty Radiology Technologists

DEPT OF VETERANS AFFAIRS MEDICAL CENTER

1500 East Woodrow Wilson Avenue

Jackson, MS 39216

Contacts: *Rosemary Briggs*, Contract Specialist

Phone: 601-362-4471 | rosemary.briggs@med.va.gov

Positions Placed: Histotechnicians, Medical Technologists, Sonographers

DEPT OF VETERANS AFFAIRS MEDICAL CENTER

1111 East End Boulevard

Wilkes-Barre, PA 18711

Contacts: *Rachel Turk*, Contract Specialist

Phone: 570-824-3521 | rachel.turk@med.va.gov

Positions Placed: Nurses, Surgical Technologists

DORN VETERANS HOSPITAL

6439 Gamer's Ferry Road

Columbia, SC 29209

Contacts: *David Thomas*, Contracting Officer

Phone: 803-776-4000 | david.thomas69e89@va.gov

Positions Placed: Histotechnicians, Medical Technologists, Pharmacists, Phlebotomists

DZILTH-NA-O-DITH-HLE HEALTH CENTER

6 Road 7586

Bloomfield, NM 87413

Contacts: *Patricia Witte*, Clinical Director

Phone: 505-632-1801 | patricia.witte@ihs.gov

Positions Placed: Physician Assistants

EAGLE BUTTE PHS INDIAN HOSPITAL

317 Main Street

Eagle Butte, SD 57625

Contacts: *Luis Ramos-Ortiz*, Laboratory Manager

Phone: 605-964-7648 | luis.ramos-ortiz@his.gov

Positions Placed: Medical Technologists

EGLIN AFB HOSPITAL

307 Boatner Road

Fort Walton Beach, FL 32547

Contacts: *Brian Chisholm*, Contract Specialist

Phone: 850-882-0272 | brian.chisholm@eglin.af.mil

Carena Green, Contracting Officer

Phone: 850-883-8242 | carena.green@us.af.mil

Positions Placed: EEG Technologists

FORT BELKNAP HEALTH CENTER

456 Grosventre Avenue

Harlem, MT 59526

Contacts: *Destinie Doney*, Medical Staff Coordinator

Phone: 406-353-3152 | destinie.doney@ihs.gov

Positions Placed: Physician Assistants

WANBLEE HEALTH CENTER

PO Box 290

Pine Ridge, SD 57770

Contacts: *Matthew Cazan*, Head Radiologist

Phone: 605.462.6155 | matthew.cazan2@ihs.gov

Positions Placed: Radiology Technologists

HUNTER HOLMES MCGUIRE VA MEDICAL CENTER

1201 Broad Rock Boulevard
Richmond, VA 23249

Contacts: Janet Davis, Contracting Officer
Phone: 757-728-7020 | janet.davis2@med.va.gov
Faye Dillard, Contracting Officer
Phone: 757-728-3449 | faye.dillard@va.gov
Positions Placed: Histotechnicians, Medical Technologists, Sonographers

INSCRIPTION HOUSE HEALTH CENTER

Highway 98 & Navajo Highway 16
Shonto, AZ 86054

Contacts: Kerri Gilmore, Contract Specialist
Phone: 928-697-4293 | kerri.gilmore@ihs.gov
Positions Placed: Medical Technologists

JERRY L PETTIS VETERANS ADM MEDICAL CENTER

11201 Benton Street
Loma Linda, CA 92357

Contacts: Kevin Vo, Contract Specialist
Phone: 562-826-8045 | kevin.vo@va.gov
Positions Placed: Medical Technologists, Polysomnographers

JESSE BROWN VETERANS ADM MEDICAL CENTER

820 South Damen Avenue
Chicago, IL 60612

Contacts: Georgiann Schneider, Contracting Officer
Phone: 414-902-5402 | georgiann.schneider@va.gov
Patrice Bond, Contracting Officer
Phone: 414-902-5418 | patrice.bond@va.gov
Positions Placed: Physical Therapists, Pulmonary Function Techs, Respiratory Therapists

KNOXVILLE VA MEDICAL CENTER

1515 West Pleasant Street
Knoxville, IA 50138

Contacts: Robert Short, Contracts Specialist
Phone: 641-828-5043 | robert.short3@va.gov
Mark Havran, Therapy Manager
Phone: 641-842-3101 | mark.havran@med.va.gov
Positions Placed: Occupational Therapists

LOUIS A JOHNSON VA MEDICAL CENTER

1 Medical Center Drive
Clarksburg, WV 26301

Contacts: Kristina Weir, Contracting Officer
Phone: 304-626-7759 | kristina.weir@va.gov
Positions Placed: Echo Technologists, Phlebotomists

MINNEAPOLIS VA HEALTH CARE SYSTEM

1 Veterans Drive
Minneapolis, MN 55417

Contacts: Luke Watercott, Contracting Specialist
Phone: 612-344-2149 | luke.watercott@va.gov
Positions Placed: Histotechnicians, Respiratory Therapists, X-ray Technologists

NATIONAL INSTITUTES OF HEALTH

9000 Rockville Pike, Building 10
Bethesda, MD 20892

Contacts: Lilly Coleman, COTR
Phone: 301-594-7325 | lcoleman@cc.nih.gov
Positions Placed: Sterile Processors

NORTHERN CHEYENNE HEALTH CENTER

P.O. Box 70
Lame Deer, MT 59043

Contacts: Rita Langager, Contract Specialist
Phone: 406-247-7293 | rita.langager@ihs.gov
Positions Placed: Medical Technologists, Nurses, Pharmacists, Radiology Technologists, Ultrasound, Vascular & Cardiac Technologists

NORTHERN NAVAJO MEDICAL CENTER

Highway 666 North
Shiprock, NM 87420

Contacts: Philoma Singer, Contract Officer
Phone: 505-368-7031 | philoma.singer@ihs.gov
Positions Placed: Mammographers, Respiratory Therapists

OTTUMWA JOB CORPS CENTER

15229 Truman Street
Ottumwa, IA 52501

Contacts: Nancy McAndrew, Purchasing Agent
Phone: 641-683-0216 | mcandrew.nancy@jobcorps.org
Positions Placed: Nurses

PHS ALASKA NATIVE MED CENTER

4315 Diplomacy Drive
Anchorage, AK 99508

Contacts: Deborah Allen, Contract Specialist
Phone: 907-563-2662 | dallen@anthc.org
Positions Placed: Histotechnicians, Medical Technologists, Physical Therapists

PHS INDIAN HOSPITAL

Highway 12 & Bonito Drive
Fort Defiance, AZ 86504

Contacts: Dr. James Bennett, Family Practice Director
Phone: 928-729-8000 | james.bennett@ihs.gov
Positions Placed: Nurse Practitioners, Physician Assistants

PHS INDIAN HOSPITAL

100 Lake Traverse Drive
Sisseton, SD 57262

Contacts: Brian Labelle, Laboratory Manager
Phone: 605-698-7606 | brian.labelle@ihs.gov
Positions Placed: Medical Technologists, Radiology Technologists

BLACKFEET COMMUNITY HOSPITAL

400 South Clark Street
Butte, MT 59701

Contacts: Dianna Arnoux, Laboratory Manager
Phone: 406.338.6112
Dianna.Arnoux@ihs.gov
Positions Placed: Medical Technologists

PHS INDIAN HEALTH CENTER

29 Washakie Park Road
Fort Washakie, WY 82514

Contacts: Rita Langager, Contracting Officer
Phone: 406-247-7293 | rita.langager@ihs.gov
Positions Placed: EEG Technologists, Medical Technologists, Physical Therapists

PHS KAYENTA INDIAN HEALTH CENTER

P.O. Box 368
Kayenta, AZ 86033

Contacts: Kerri Gilmore, Contract Specialist
Phone: 928-697-4293 | kerri.gilmore@ihs.gov
Positions Placed: Medical Technologists, Specialty Radiology Technologists

PINE RIDGE PHS INDIAN HOSPITAL

East Highway 18
Pine Ridge, SD 57770

Contacts: Terry Campos, Purchasing Agent
Phone: 605-867-5131 | terry.campos@ihs.gov
Positions Placed: Medical Technologists, Nurses

RALPH H JOHNSON VETERANS ADM MEDICAL CENTER

109 Bee Street
Charleston, SC 29403

Contacts: Charles Hughes, Contracting Officer
Phone: 843-789-7789 | charles.hughes@va.gov
Positions Placed: Polysomnographers

ROCKY BOY TRIBAL HEALTH

535 Clinic Road East
Box Elder, MT 59521

Contacts: Karen Meyers, Laboratory Manager
Phone: 406-395-4486 | kmeyers@rbclinic.org
Positions Placed: Medical Technologists

ROSEBUD PHS INDIAN HOSPITAL

Highway 18, Soldier Creek Road
Rosebud, SD 57570

Contacts: Craig Lafferty, Radiology Manager
Phone: 605-747-2231 | william.lafferty@ihs.gov
Positions Placed: Nurses, Sonographers, Radiology Specialty Technologists, Vascular Technologists

SAN FRANCISCO VA MEDICAL CENTER

4150 Clement Street
San Francisco, CA 94121

Contacts: Lupe Arroyo, Contracting Officer
Phone: 774-826-3164 | lupe.arroyo@va.gov
Positions Placed: Respiratory Therapists, Ultrasound Technologists

VA MAINE HEALTHCARE SYSTEM

1 VA Center
Augusta, ME 04330

Contacts: Tracey Bissonnette, Contract Specialist
Phone: 774-826-3164 | tracey.bissonnette@va.gov
Positions Placed: Medical Technologists, Physician Assistants

SIOUX FALLS VA HEALTHCARE SYSTEM

2501 West 22ND Street
Sioux Falls, SD 57117

Contacts: Crystal Dobbins, Recruiter
Phone: 605-333-6819 | crystal.dobbins@va.gov
Positions Placed: Nurses, Respiratory Therapists

SOUTHEAST LOUISIANA VETERANS HEALTH CARE SYSTEM

1601 Perdido Street
New Orleans, LA 70112

Contacts: Gilda Johnson, Contracting Officer
Phone: 504-571-8175 | gilda.johnson@va.gov
Positions Placed: Echo Technologists, Respiratory Therapists

THE UNITED STATES MINT

320 West Colfax Avenue
Denver, CO 80204

Contacts: Sheri Sazpansky, Procurement
Phone: 303-405-4761 | sheri.sazpansky@usmint.treas.gov
Positions Placed: Nurses, Audiologists

TOMAH VA MEDICAL CENTER

500 East Veterans Street
Tomah, WI 54660

Contacts: Becky Cincotta, Contracting Officer
Phone: 414-902-5410 | becky.cincotta@va.gov
Kris Valest, Supervisor of Rehab
Phone: 608-372-3971 | kristin.valest@va.gov
Positions Placed: Medical Technologists, Nurses, Occupational Therapists, Pharmacy Techs, Physical Therapists

VA ANN ARBOR HEALTHCARE SYSTEM

2215 Fuller Road
Ann Arbor, MI 48105

Contacts: Jamie Umstead, Contract Nursing Manager
Phone: 734-845-3710 | jami.umstead@va.gov
Positions Placed: Nurses, Surgical Technologists

VA BLACK HILLS HEALTHCARE SYSTEM

500 North 5th Street
Hot Springs, SD 57747

Contacts: Chris Vu, Contracting Officer
Phone: 612-344-2150 | chris.vu@va.gov
Positions Placed: Nurse Practitioners, Physician Assistants

VA GULF COAST VETERANS HEALTHCARE SYSTEM

400 Veterans Avenue
Biloxi, MS 39531

Contacts: Melanie Grigsby, Contract Specialist
Phone: 228-523-5069 | melanie.grigsby@va.gov
Positions Placed: Nursing Specialties, Surgical Technologists

VETERANS ADM MEDICAL CENTER

4801 East Linwood Boulevard
Kansas City, MO 64128

Contacts: Christy Herbig, Contract Specialist
Phone: 913-758-6478 | christy.herbig@va.gov
Positions Placed: Nurses, Radiology Technologists

VA PALO ALTO HEALTHCARE SYSTEM

3801 Miranda Avenue
 Palo Alto, CA 94304

Contacts: *Javier Castro*, Contracting Officer
 Phone: 916-923-4510 | javier.castro@va.gov
Positions Placed: CT Technologists, EEG Technologists,
 General/Vascular Sonographers, IR Technologists, LPNs,
 MRI Technologists, Nurse Practitioners, Nursing
 Specialties, Occupational Therapists, Physical
 Therapists, Radiographers, Surgical Technologists, X-ray
 Technologists

VA PUGET SOUND HEALTHCARE SYSTEM

1660 South Columbian Way
 Seattle, WA 98108

Contacts: *Mona Nimmo*, Contracts Manager
 Phone: 206-762-1010 | mona.nimmo@va.gov
Positions Placed: LPNS, Occupational Therapists,
 Physical Therapists, Specialty Radiology Technologists

VA ROSEBURG HEALTHCARE SYSTEM

913 Northwest Garden Valley
 Roseburg, OR 97470

Contacts: *Paul Richardson*, Contracting Officer
 Phone: 541-440-1000 | paul.richardson2@va.gov
Positions Placed: Occupational Therapists, Speech
 Language Pathologists

VA SIERRA NEVADA HEALTHCARE SYSTEM

975 Kirman Avenue
 Reno, NV 89502

Contacts: *Kirsten Shiban*, Contracts
 Phone: 775-789-6620 | kirsten.shiban@va.gov
Positions Placed: CNAs, LPNs, Sterile Processors

VA SOUTHERN NEVADA HEALTHCARE SYSTEM

901 Rancho Lane
 Las Vegas, NV 89106

Contacts: *Marguerite White*, Contracting Officer
 Phone: 702-636-4081 | marguerite.white2@va.gov
Positions Placed: Medical Technologists

VA TENNESSEE VALLEY - ALVIN C. YORK CAMPUS

3400 Lebanon Road
 Murfreesboro, TN 37129

Contacts: *Jennifer Smith*, Contracts
 Phone: 615-873-6042 | jennifer.smith@va.gov
Elizabeth Trimm, Contracting Officer
 Phone: 615-225-5425 | elizabeth.trimm@va.gov
Positions Placed: Nurses

VETERANS ADM MEDICAL CENTER

1700 South Lincoln Avenue
 Lebanon, PA 17042

Contacts: *Julianne Bartlett*, Contracting Officer
 Phone: 717-228-6018 | julianne.bartlett@va.gov
Positions Placed: Audiologists, Medical Technologists,
 Radiology Specialty Technologists, Respiratory
 Therapists, Ultrasound/Echo/Vascular Technologists

VETERANS ADM MEDICAL CENTER

1030 Jefferson Avenue
 Memphis, TN 38104

Contacts: *Sherri Clark-Hayes*, Contracting Officer
 Phone: 615-225-5425 | sherri.clark-hayes@va.gov
Positions Placed: Cath Lab RNs, Echo Technologists,
 Medical Technologists, MRI Technologists, Physicists

VETERANS ADM MEDICAL CENTER

830 Chalkstone Avenue
 Providence, RI 02908

Contacts: *Emerson Joslin*, Contract Specialist
 Phone: 401-455-4904 | emerson.joslin@med.va.gov
Positions Placed: Physical Therapy Assistants

WASHINGTON DC VA MEDICAL CENTER

50 Irving Street Northwest
 Washington, DC 20422

Contacts: *Paula Calhoun*, Human Resources Specialist
 Phone: 202-745-8000 | paula.calhoun@va.gov
Positions Placed: Occupational Therapists, Physical
 Therapists

WHITE EARTH INDIAN HEALTH CENTER

40520 County Highway 34
 Ogema, MN 56569

Contacts: *Zane Rising Sun*, MD
 Phone: 218-983-6243 | zane.risingsun@ihs.gov
Positions Placed: Nurse Practitioners,
 Physician Assistants

WHITE CLOUD INDIAN HEALTH STATION

3313-B Thrasher Road
 White Cloud, KS 66094

Contacts: *Ben Cloud*, Director
 Phone: 785-595-3450 | ben.cloud@ihs.gov
Positions Placed: Nurse Practitioners

WILLIAM S MIDDLETON VAMC

2500 Overlook Terrace
 Madison, WI 53705

Contacts: *Steven Maier*, Contracting Officer
 Phone: 414-844-4824 | steven.maier2@va.gov
Positions Placed: Echo Technologists, Nurse
 Practitioners, Pharmacists, Pharmacy Technicians,
 Physician Assistants



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/6/2016

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

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

PRODUCER SilverStone Group 11516 Miracle Hills Drive Omaha NE 68154	CONTACT NAME: Mardi Whitley	FAX (A/C, No): 402-557-6322	
	PHONE (A/C, No, Ext): 402.964.5567	E-MAIL ADDRESS: mwhitley@ssgi.com	
INSURED C & A Industries, Inc. (See Named Insured Listing) 13609 California St., Ste 500 Omaha NE 68154	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Hartford Insurance Company		37478
	INSURER B: Zurich Insurance Co.		16535
	INSURER C: Nat'l Union Fire Ins. Co. Pa		
	INSURER D: Granite State Insurance Co.		
	INSURER E:		
INSURER F:			

COVERAGES

CERTIFICATE NUMBER: 1924280703

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
D	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			02-LX-003692497-9	6/1/2016	6/1/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$1,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			91UUNUY6306	6/1/2016	6/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000			EXS6916158(17)	6/1/2016	6/1/2017	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	WC343478-15	1/1/2017	1/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Staffing Medical Professional Liability Occurrence Form			HHA6914793(17)	6/1/2016	6/1/2017	\$1M/\$3M \$500,000 Occ/Agg SIR

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

Named Insured Listing:
C&A Industries, Inc.
Aureus Medical Management Services, LLC(AMMS)
Aureus Radiology, LLC
dba Aureus Allied Health
dba Aureus Medical Group
See Attached...

CERTIFICATE HOLDER**CANCELLATION**

To Whom It May Concern
Medical

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY SilverStone Group		NAMED INSURED C & A Industries, Inc. (See Named Insured Listing) 13609 California St., Ste 500 Omaha NE 68154
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Aureus Nursing, LLC
dba Aureus Healthcare
dba Aureus Medical Group
dba Aureus International, LLC
Aureus Healthcare One, LLC
FOCUSONE Solutions, LLC
Honeydew, LLC (Building Owner)
7 Court, LLC (Building Owner)
LCKC, LLC
7 Court 1, LLC

Staffing Medical Professional Liability - Patient Fund States/Limits
Louisiana - \$100,000/\$300,000
Indiana: - \$250,000/\$750,000

Virginia Staffing Medical Professional Liability Limits:
\$2,200,000 per occurrence/\$6,000,000 Aggregate

Crime Coverage:
Carrier: Great American Insurance Company
Policy Number: SAA 051-92-40-02
Policy term: 6-1-16 to 6-1-17
Employee Dishonesty limit: \$3,000,000
Client Coverage Limit: \$3,000,000
Deductible: \$75,000

Technology Errors & Omissions Liability/Network Security/Privacy and Media
Carrier: Indian Harbor Insurance Company
Policy Number: MTP003432403
Policy Period: 6-1-16 to 6-1-17
Each Claim limit: \$5,000,000
Aggregate: \$5,000,000
Deductible: \$50,000

Employment Practices Liability:
Carrier: Arch Intermediaries Limited/Beazley (Lloyds of London)
Policy Number: BEP0171FCE
Policy Period: 6-1-16 to 6-1-17

Insuring Agreement	Maximum Limit including Defense
Agreement A (Employees)	\$1,000,000
Agreement B (Temporary Workers)	\$1,000,000
Agreement C (Clients)	No Coverage
Defense Only Additional Limit	\$1,000,000
Immigration Practices Defense (in-house only)	\$250,000 Aggregate sub-limit
Punitive, Exemplary & Multiple Damages	\$1,000,000
Third Party Discrimination (Non-Employees)	\$1,000,000
Wage & Hour Defense only (In-House only)	\$150,000 Aggregate sub-limit
Affordable Care Act Defense	\$50,000 sub-limit
Maximum Annual Aggregate for ALL liability	\$1,000,000
Retention: \$75,000 Each and Every Claim	

GENERAL TERMS AND CONDITIONS:

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

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

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

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

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

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

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

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

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

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

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

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

☒ **Term Contract**

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

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

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

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

☐ **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days.

Upon completion, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional _____ successive one year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed _____ months in total. Automatic renewal of this Contract is prohibited.

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

☐ **Other:** See attached.

4. NOTICE TO PROCEED: Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.

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

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

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

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

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

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

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

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

☐ **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of _____. The performance bond must be received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

☐ **LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award. In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

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

☒ **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.

☒ Bachelor's Degree or

☒ Associate's Degree or

☒ High School Diploma

☒ Clinical Laboratory Technicians and Technologist Licensure and Certification

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

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

Vendor must maintain:

☒ **Commercial General Liability Insurance** in at least an amount of:

\$1,000,000.00

☐ **Automobile Liability Insurance** in at least an amount of: _____

☒ **Professional/Malpractice/Errors and Omission Insurance** in at least an amount of:

\$1,000,000.00

☐ **Commercial Crime and Third Party Fidelity Insurance** in an amount of: _____

☐ **Cyber Liability Insurance** in an amount of: _____

☐ **Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.

☒ **Bodily injury (including death)** of \$500,000.00 per person with a minimum of \$1,000,000.00 per occurrence.

☒ **Property Damage** in the amount of \$1,000,000.00

☐

☐

☐

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 _____

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

13. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.

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. 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.

16. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

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

18. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

19. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

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

21. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.

22. COMPLIANCE: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

23. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

24. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

25. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

26. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

27. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.

28. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

29. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

30. BANKRUPTCY: In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

31. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.

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

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

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

33. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

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

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

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

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

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

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

38. PURCHASING AFFIDAVIT: In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.

39. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE: This Contract may be utilized by other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

40. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

41. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

☒ Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

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

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

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

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

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

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

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

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

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

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

Roxanne L Stanzel, Director, Medical Operations & QA
(Name, Title)
Roxanne L Stanzel
(Printed Name and Title)
13609 California Street, Omaha, NE 68154
(Address)
402.891.1118, Ext. 6009
(Phone Number) / (Fax Number)
rstanzel@areusmedical.com
(email address)

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

Areus Nursing, LLC (dba Areus Medical Group)
(Company)
Roxanne L Stanzel, Director, Medical Operations & QA
(Authorized Signature) (Representative Name, Title)
Director, Medical Operations & QA
(Printed Name and Title of Authorized Representative)
2.7.17
(Date)
402.891.1118, Ext. 6009
(Phone Number) (Fax Number)

ADDENDUM ACKNOWLEDGEMENT FORM

SOLICITATION NO.: CRFQ 0508 WEH1700000010

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)

N/A

- ☐ Addendum No. 1
- ☐ Addendum No. 2
- ☐ Addendum No. 3
- ☐ Addendum No. 4
- ☐ Addendum No. 5

- ☐ Addendum No. 6
- ☐ Addendum No. 7
- ☐ Addendum No. 8
- ☐ Addendum No. 9
- ☐ 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.

Aureus Nursing (dba Aureus Medical Grp)
Company

Bryan J. Hancock
Authorized Signature

2.7.17
Date

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