



March 24, 2017

Ms. Crystal Rink
State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

03/28/17 09:55:49
WV Purchasing Division

Re: CRFQ VNF 1700000006 Direct Care Staffing

Dear Ms. Rink:

Delta-T Group Western PA, Inc. (Delta-T) is pleased to submit our response to the State of West Virginia (the State) request on behalf of the Direct Care Staffing Services for the West Virginia Department of Health and Human Resources (WVDHHR) and the Bureau for Behavioral Health and Health Facilities (BBHFF)'s for Direct Care Staffing for Registered Nurses, Licensed Practical Nurses, and Certified Nursing Assistants.

Delta-T is confident that you will be pleased with both our services and the clinical excellence of our nurses. Delta-T has over 27 years of experience providing healthcare services to psychiatric hospitals, behavioral health care facilities, and schools, and our specialized focus in behavioral healthcare staffing is supported by teams of recruiters, staffing coordinators, managers and administrators that are well-versed in the nuances inherent in the industry and able to exceed the needs and expectations of our clients.

What sets Delta-T apart are our roots as a pioneer behavioral health workforce solutions agency and our commitment to excellence. Our staffing teams have a wealth of experience in working under contracts such as this one having provided services to other such state contracts such as Pennsylvania (20+ behavioral health + correctional facilities), Delaware (long-term care nursing facilities operated by State), Tennessee (4 psychiatric hospitals and several mental health facilities for nursing services). This understanding that comes from experience ensures that you receive the right fit for your population, that is, the perfect nursing candidates to serve the State's fragile populations/patients with reputable expertise, compassion, and a high-level of professionalism.

This project will be staffed through our Carnegie, PA office, just outside of Pittsburgh.

Contacts for this project:

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RFP & Contract Designee
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Carnegie, PA 15106
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Our Service Delivery Approach:

Delta-T has become a leader in behavioral healthcare staffing by focusing on key tenets that distinguish its services from anyone else in the field.

Customer-Focused Support

Client fulfillment with excellent customer service is the number one priority at Delta-T. We have many key processes in place to ensure client satisfaction including a specialized nursing team, biweekly quality assurance reviews, check-ins and

monitoring by our Project Manager within 24 hours of the awarded contract, availability of management and staffing teams 24 hours a day, seven days a week with our On-Call Service.

Delta-T's On-Call Service is a dedicated team of professionals who are prepared to assist our clientele with last minute call-outs, crises, questions or any other situations that require immediate attention. The On-Call Service ensures that customer service is available to clients around the clock. In addition to recruiting and staffing, our On-Call Service team is able to answer questions, provide any information that you may need, of course including placing nurses that may be needed due to last-minute call-outs.

Recruiting & Retention Excellence:

Delta-T's success is in part due to the high standards of excellence that is the basis of our recruiting process. We maintain a database of tens of thousands of candidates all over the country that we can utilize to fill a need. Many of these candidates are available immediately, so that as soon as a bid is awarded, our skilled Staffing Coordinators can begin short-listing names for consideration. For many requests, we can source solely from our database. If this is insufficient, our coordinators may reach out to our experts in the field that can provide referrals, utilize online job boards, association and trade lists, educational institutions and alumni listings, job fairs and many other avenues to locate the best people for the positions.

What sets Delta-T apart from its competitors is the concentration on finding the *right* fit, instead of just simply filling the need. With staffing teams that are specialists in behavioral and healthcare, we are able to tailor our questions to the job description, facilities, and programs so that any shortcomings, personality flaws, or knowledge gaps would surface before they could be presented to the client. Delta-T staffing professionals go beyond the paperwork to find the type of candidate who will be the perfect match for both the facility and the patient population.

Interviewing & Credentialing:

Our Staffing Coordinators and Quality Assurance (QA) team work cooperatively to find and credential the candidates who show the most potential for meeting and exceeding the client's needs and expectations.

- **Screening Interview** – Conducted for every potential candidate. A trained Staffing Coordinator gathers information through a one-on-one interview, seeking to find a match to the client's requirements.
- **Reference Checking** – A minimum of three professional references (e.g., direct supervisors with at least one year of experience with the nurse) are collected and primary source verified.
- **Degree, Licensure, and Certification Verification** – Job-relevant degrees are primary source verified either at the issuing college/university or an approved third party agent. All relevant licenses and certifications are collected, verified and copies kept on file.
- **Criminal Background Check** – all Delta-T professionals are subject to state criminal record checks prior to commencement of services (as state law permits). Subsequent checks are done on an annual basis.
- **OIG and EPLS Checks** – to check for individuals and businesses excluded or sanctioned from participating in Medicare, Medicaid, or other federally funded health care programs.
- **Customized Credentialing** – Any additional credentialing requirements (e.g., CPR/First Aid, TB, Physical, Drug Screening, Child Abuse Clearance, and DMV check) are decided by the client and verified by Delta-T. Verification and copies of all client-specific requirements are kept on file in accordance with HIPAA regulations. These are re-checked annually.

Re-credentialing is equally important. The QA team utilizes our proprietary software to track expirations and review reports to ensure every nurse remains current with their credentials and is primary source verified. They also conduct internal audits to make sure that all Delta-T staff is compliant with regulations, company policies and verification processes.

Training, Orientation, and Professional Development:

Our for our psych nurses consists of standard protocols and expectations for:

- Documentation Requirements
- Client Policies, Dress Code, ID, Reporting Instructions
- Job Description and Expectations
- Monthly Evaluation Process
- Ethical Standards and Confidentiality
- Incident Reporting Standards and Protocol
- OSHA Standards and Requirements
- Regulations Review
- Universal Precautions
- Call-Out Procedures
- HIPAA Compliance
- Invoicing Procedures
- Customized to meet your facilities needs

Delta-T is not only dedicated to our clients and the populations we serve, we are deeply committed to maintaining our pool of professionals and ensuring that they have every opportunity to advance, learn, and grow professionally.

Delta-T's Understanding of Your Needs

It is our understanding that the State is seeking experienced and proven contract vendors to provide the facility with necessary nursing services. It requires individuals with an exceptional dedication to their profession and their patients.

Responding to Service Requests:

We pre-select the most qualified and experienced individuals based on the Scope of Work and your specific requirements. Our staffing team will work in collaboration with you to ensure that the nurses receive the proper orientation and training for your facility prior to the start of the assignment. Once a dedicated pool of nurses for your facility has been established an availability grid is created and updated continuously so that at any given time, we can ascertain which nurse or nurses can cover an open shift. This grid is also shared with the On-Call team so that they can assist in the event there is a coverage gap outside of normal business hours.

Monthly Schedules with Gaps (i.e. Foreseen Leave Coverage)

Each month, our staffing coordinators will reach out to determine if the monthly scheduling is complete and whether there are any gaps that Delta-T can fill. These fills are commitment-free. You will be able to change or cancel any shifts without any fees incurred with as little as two hours' notice in the event you are able to fill those needs internally.

Weekly Needs Arising Through Call-Outs (i.e. Unforeseen Leaves)

Each week, you may have needs that were unexpected due to call-outs, bereavement leave, personal days, etc., where notice may have only been a few days or even a few hours. Delta-T is able to fill those needs without any minimum hour notice requirements.

Ad Hoc Needs

In the event a scheduled nurse simply does not report for their shift, and there is no information as to whether they will or will not arrive, Delta-T can fill the shift. If you manage to cover the shift internally instead, there is no charge once no services were rendered, even if our nurse was in-transit to your facility.

If a request comes in and it is unlikely that we will be able to fill it, we will quickly communicate this to the State designee, so that they have ample opportunity to staff internally or reach out to a secondary vendor. It is never our goal to lose a shift for any reason, but we would prefer it to be staffed and the patients cared for, rather than hold onto a shift that we know we cannot fill in the time allotted. The best interests of the patients and the client is forefront of our decision-making and goal-setting.

Contingencies and Problem Solving

Delta-T is keenly aware that when dealing with the complexities of staffing, unexpected situations can and do occur. We have measures in place to allow us a level of adaptability to face these situations and conquer them with minimal impact to our clients.

During our recruitment process, our staff automatically holds in reserve a number of qualified candidates who can serve as substitutes should the nurse fail to show up due to an emergency, illness, or needs to be permanently replaced if he or she is an improper fit for the position. The presence of the On-Call team also makes it easy for urgent questions or concerns to be handled without your personnel having to wait until normal business hours. The Project Manager will also be available around the clock to handle any problems that may arise. It is our belief that if we are consistently communicating with both clients and our nurses, that we can curtail dissatisfaction and keep processes running smoothly.

Delta-T is a Qualified Vendor:

Delta-T's core business is servicing public entities, veteran's facilities, hospitals, schools, and correctional facilities with general medical and specialized nurses. We are able to leverage our understanding of working with these institutions for continuous improvement in our service delivery.

A sample of our state-based healthcare/behavioral health staffing active contracts:

- Central Louisiana State Hospital
- Commonwealth of Pennsylvania Statewide Per-Diem Nursing Contract
- Maryland Department of Health & Mental Hygiene
- New Jersey Developmental Disabilities Division
- New Jersey Division of Youth and Family Services
- State of Delaware
- TN Department of Children's Services
- TN Department of Intellectual Disabilities
- TN Department of Mental Health

Benefits to Partnering with Delta-T:

Focus & Consistency – Our staff is knowledgeable about the staffing of healthcare professionals for various client types. We foster the creation of our in-house staffing experts who can speak confidently about their niche and form lasting relationships with industry professionals that they can utilize time and again for assignments.

Diligence – Because our Quality Assurance Team is dedicated to carefully credentialing and monitoring, our clients can rest assured that everyone that is presented for an assignment has the stated degrees, licenses, experience and/or certifications necessary to doing the job.

Reliability – Delta-T is there for our clients 24/7 for whatever is needed, whether it is to fill a gap because of an unexpected illness, or to confirm shift schedules for the week, or to, for example, solve an urgent problem that cropped up at 11:00pm. Our On-Call Team is made up of live coordinators, not recorded messages.

Cost Efficiency – Our rates are competitive and are considerate of tight budgets and workplace pricing trends. We review our pricing routinely and make adjustments in bill rates and compensation rates as deemed necessary and appropriate for each specific contract we undertake.

Fiscal Integrity – All of our billing and invoicing are cross-checked and monitored for accuracy and completeness. Staffed professionals are held to our high standards in terms of submitting proper timesheets. We communicate constantly with our clients and work diligently to ensure that all paperwork is in good order at all times.

Thank for the opportunity to respond and we look forward to hearing from you.

Respectfully,



Erica Vanaver
Proposal Administrator

Attached: Pricing Sheets, Certificate of Insurance and WV Authorization to do Business

SOLICITATION NUMBER: CRFQ VNF170000006
Addendum Number: 1

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

Applicable Addendum Category:

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

Description of Modification to Solicitation:

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

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

Terms and Conditions:

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

ATTACHMENT A

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

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

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

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

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

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

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

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

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

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

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

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

A6. WV VNF has no provision for agency jumping.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Q16. What is the Annual Spend/Hours?

A16. Refer to answer A15.

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

A17. Refer to answer A15.

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

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

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

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

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

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

WV STATE GOVERNMENT

HIPAA BUSINESS ASSOCIATE ADDENDUM

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

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

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

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

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

1. **Definitions.** Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms in the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
 - a. **Agency Procurement Officer** shall mean the appropriate Agency individual listed at: <http://www.state.wv.us/admin/purchase/vrc/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: WV VETERANS NURSING FACILITY Name of Associate: Delta-T Group Western Pennsylvania, Inc.

Signature: _____

Signature: 


Title: _____

Title: President

Date: _____

Date: 03/27/2017

Form -WBAA-012004
Amended 08.28.2013

APPROVED AS TO FORM THIS 21st
DAY OF March 20 17

BY Patrick Martorey
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: Delta-T Group Western Pennsylvania, Inc.

Name of Agency: WV Veterans Nursing Facility

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

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

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: VNF1700000006

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

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

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

Delta-T Group Western Pennsylvania, Inc.

Company



Authorized Signature

03/27/2017

Date

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

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 of 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.

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:

Automobile Liability Insurance in at least an amount of: _____

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

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.

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

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

11. LIQUIDATED DAMAGES: Vendor shall pay liquidated damages in the amount of

n/a

for n/a

This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

12. ACCEPTANCE: 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 § 148-1-6.1.e.

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

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

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

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

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

Revised 01/18/2017

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.

b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or

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

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

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

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

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

Rachana Patel, Vice President

(Name, Title)
Rachana Patel, Vice President

(Printed Name and Title)
600 N. Bell Ave, Bldg 2, Ste 190, Carnegie, PA 15106

(Address)
484-919-1752 / 215-220-2669

(Phone Number) / (Fax Number)
rfp@deltatg.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.

Delta-T Group Western Pennsylvania, Inc.

(Company)

(Authorized Signature) (Representative Name, Title)

Scott McAndrews, President

(Printed Name and Title of Authorized Representative)

03/27/2017

(Date)

800-251-8501- / 215-220-2669

(Phone Number) (Fax Number)

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

SPECIFICATIONS

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

- 2. DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 “Contract Item”** means the list of items identified in Section 3, Subsection 1 below.

 - 2.2 “Pricing Pages”** means the schedule of prices, estimated order quantity, and totals attached hereto as Exhibit A and used to evaluate the RFQ.

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

 - 2.4 “DON”** means Director of Nursing

 - 2.5 “ADON”** means Assistant Director of Nursing

 - 2.6 “RN”** means Registered Nurse.

 - 2.7 “LPN”** means Licensed Practical Nurse.

 - 2.8 “CNA”** means Certified Nursing Assistant and also refers to HSW.

 - 2.9 “HSW”** means Health Services Worker and also refers to CNA.

 - 2.10 “Agency”** means West Virginia Veterans Nursing Facility

 - 2.11 “Staffing Agency”** means the awarded vendor.

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Direct Care Staffing Services

3. QUALIFICATIONS: Vendor must provide the following documentation 14 days prior to beginning employment. No Staff will be allowed to begin employment until this documentation is provided and verified by the WV Veterans Nursing Facility. See Attachment A checklist.

3.1. RN's must hold a valid WV Registered Nurse License.

3.2. LPN's must hold a valid WV Licensed Practical Nurse License.

3.3. CNA's must hold a valid Certification as a WV Certified Nurse Assistant.

3.4. Must have knowledge of Federal & State Long Term Care (LTC) regulations.

3.5. Must have a current Cardiopulmonary Resuscitation (CPR) Card.

4. GENERAL REQUIREMENTS: Contract Items and Mandatory Requirements: Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.

4.1 Registered Nurses Services: Vendor shall provide documentation to the WVVNF facility prior to being placed in facility for work, background checks through WV Cares and drug screenings along with a competency assessment which includes age-specific and cultural competencies for services provided for resident. RN(s) must have at least (1) year of working experience in the area assigned. Completed application or resume as proof of experience.

4.1.1 RN(s) must be licensed and is good standing with the West Virginia Board of Nurses.

4.1.2 RN(s) could oversee the work of other (RN's), (LPN's), (CNA's), as assigned.

4.1.3 RN(s) must participate in Interdisciplinary Care Plan Team Meetings to develop Individualized Care/Treatment Plans, direct consultations, receive and give recommendations to and from other disciplines to maximize care of resident as requested.

4.1.4 RN(s) must administer medications as prescribed by treating Physician(s).

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

4.2 Licensed Practical Nurse(s) Services

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

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

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

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

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

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

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

4.3 Certified Nursing Assistant Services

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

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

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

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

4.3.5 CNAs must have a high school diploma or GED.

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

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

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CRFQ VNF170000006
Direct Care Staffing Services**

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

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

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

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Direct Care Staffing Services

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

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Direct Care Staffing Services**

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

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

5. CONTRACT AWARD:

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

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

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

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

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

7. **PAYMENT:** Agency shall submit weekly invoices, in arrears, on a weekly basis, to the Business Office at the West Virginia Veterans Nursing Facility for all services provided pursuant to the terms of the contract. For tracking purposes only, the vendor will provide the agency a weekly spreadsheet to complete hours worked. These spreadsheets are collected weekly by the business office.

8. **TRAVEL:** It is mandatory that a vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this contract. Any anticipated mileage or travel costs may be included in the flat fee or hourly rate listed on Vendor's bid, but such costs will not be paid by the agency separately.

9. **FACILITIES ACCESS:** Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:
 - 9.1 Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
 - 9.2 Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
 - 9.3 Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.
 - 9.4 Anyone performing under this Contract will be subject to Agency's security protocol and procedures.
 - 9.5 Vendor shall inform all staff of Agency's security protocol and procedures.

10. **VENDOR DEFAULT**
 - 10.1 The following shall be considered a vendor default under this Contract.

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

- 10.1.1 Failure to perform Contract Services in accordance with the requirements contained herein.
- 10.1.2 Failure to comply with other specifications and requirements contained herein.
- 10.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
- 10.1.4 Failure to remedy deficient performance upon request.
- 10.1.5 The following remedies shall be available to Agency upon default.
- 10.1.6 Immediate cancellation of the Contract.
- 10.1.7 Immediate cancellation of one or more release orders issued under this Contract.
- 10.1.8 Any other remedies available in law or equity.

11. MISCELLANEOUS:

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

Contract Manager: Dan Peterman
Telephone Number: 484-381-3080
Fax Number: 215-220-2669
Email Address: rfp@deltatg.com

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: Delta-T Group Western Pennsylvania, Inc.

Authorized Signature: [Signature] Date: 03/27/2017

State of PA

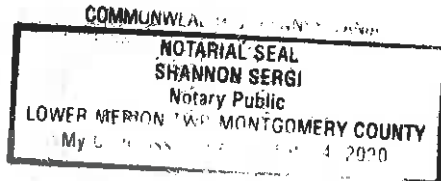
County of Delaware, to-wit:

Taken, subscribed, and sworn to before me this 27th day of March, 2017

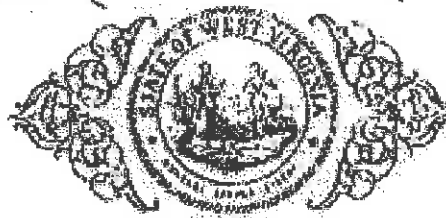
My Commission expires Feb 24, 2020

AFFIX SEAL HERE

NOTARY PUBLIC [Signature]
Purchasing Affidavit (Revised 07/01/2012)



State of West Virginia



Certificate

I, Natalie E. Tennant, Secretary of State of the State of West Virginia, hereby certify that

DELTA-T GROUP WESTERN PENNSYLVANIA, INC.

Control Number: 99J2P

a corporation formed under the laws of Pennsylvania has filed its "Application for Certificate of Authority" to transact business in West Virginia as required by the provisions of the West Virginia Code. I hereby declare the organization to be registered as a foreign corporation from its effective date of March 22, 2010.

Therefore, I issue this

CERTIFICATE OF AUTHORITY

to the corporation authorizing it to transact business in West Virginia



*Given under my hand and the
Great Seal of the State of
West Virginia on this day of
March 22, 2010*

Natalie E. Tennant

Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/26/2017

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

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

PRODUCER ACBI (Associated Community Brokers, Inc.) 2150 Post Road Fairfield CT 06824		CONTACT NAME: Sue Mason	
		PHONE (A/C No. Ext): 203-254-4518	FAX (A/C No.): 203-418-4205
		E-MAIL ADDRESS: smason@acbi-ins.com	
		INSURER(S) AFFORDING COVERAGE	
INSURED Delta-T Group Inc 950 Haverford Rd Bryn Mawr PA 19010	DELTA-1	INSURER A: Everest National Ins. Co.	NAIC # 10120
		INSURER B: Capitol Specialty	10328
		INSURER C: Valley Forge Insurance Co.	20508
		INSURER D: National Fire Ins. Co. of Hart	20478
		INSURER E: CNA	20443
		INSURER F: Travelers Casualty & Surety	19038

COVERAGES **CERTIFICATE NUMBER: 418883712** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual incl <input checked="" type="checkbox"/> Pers Inj on Prof GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y	Y	6018562825	6/29/2016	6/29/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$excluded GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/OP AGG \$2,000,000 \$
D	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	6018562842	6/29/2016	6/29/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
E	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000	Y	Y	6018562839	6/29/2016	6/29/2017	EACH OCCURRENCE \$9,000,000 AGGREGATE \$9,000,000 \$
A	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	N/A	8600000365151	6/29/2016	6/29/2017	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input checked="" 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
B F	Prof Liab incl Sexual Abuse Crime incl Third Party			HS2014212303 10556836	12/21/2016 1/30/2017	12/21/2017 1/30/2018	Per Claim/Aggregate \$5MM / \$5MM Employee Dishonesty \$500,000

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

DTG Evidence of Coverage - IC's are included on Professional Liability policy as Insureds.

CERTIFICATE HOLDER

CANCELLATION

Evidence of Coverage
Delta-T Group, Inc.
Bryn Mawr PA 19010

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

AUTHORIZED REPRESENTATIVE

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

State of West Virginia
 Request for Quotation
 26 - Medical

Proc Folder: 309413

Doc Description: ADDENDUM 1 DIRECT CARE STAFFING

Proc Type: Central Master Agreement

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

BID RECEIVING LOCATION

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

VENDOR

Vendor Name, Address and Telephone Number:

Delta-T Group Western Pennsylvania, Inc
 600 North Bell Blvd.
 Bldg. 2, Suite 190
 Carnegie, PA 15106
 800-440-8008

FOR INFORMATION CONTACT THE BUYER

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

Signature X

FEIN # 23-2884755

DATE 03/24/2017

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

ADDITIONAL INFORMATION

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

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	REGISTERED NURSE 6 AM TO 2 PM	680.00000	HOUR	\$45.51	\$30,946.80

Comm Code	Manufacturer	Specification	Model #
85101601			

Extended Description :
PLEASE SEE ATTACHED SPECS FOR MORE DETAILS

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	REGISTERED NURSE 2PM TO 10 PM	900.00000	HOUR	\$45.51	\$40,959.00

Comm Code	Manufacturer	Specification	Model #
85101601			

Extended Description :
PLEASE SEE ATTACHED SPECS FOR MORE DETAILS

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	REGISTERED NURSE 10 PM TO 6 AM	380.00000	HOUR	\$45.51	\$17,293.80

Comm Code	Manufacturer	Specification	Model #
85101601			

Extended Description :
PLEASE SEE ATTACHED SPECS FOR MORE DETAILS

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	REGISTERED NURSE HOLIDAY PAY	312.00000	HOUR	\$68.26	\$21,297.12

Comm Code	Manufacturer	Specification	Model #
85101601			

Extended Description :
PLEASE SEE ATTACHED SPECS FOR MORE DETAILS

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	REGISTERED NURSE OVERTIME	13.00000	HOUR	\$68.26	\$887.38

Comm Code	Manufacturer	Specification	Model #
85101601			

Extended Description :
PLEASE SEE ATTACHED SPECS FOR MORE DETAILS

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	LICENSED PRACTICAL NURSE 6:30 AM TO 8:00 PM	756.00000	HOUR	\$34.49	\$26,074.44

Comm Code	Manufacturer	Specification	Model #
85101601			

Extended Description :
PLEASE SEE ATTACHED SPECS FOR MORE DETAILS

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	LICENSED PRACTICAL NURSE 6:30 PM TO 8:00AM	756.00000	HOUR	\$34.49	\$26,074.44

Comm Code	Manufacturer	Specification	Model #
85101601			

Extended Description :
PLEASE SEE ATTACHED SPECS FOR MORE DETAILS

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	LICENSED PRACTICAL NURSE HOLIDAY PAY	112.00000	HOUR	\$51.73	\$672.49

Comm Code	Manufacturer	Specification	Model #
85101601			

Extended Description :
PLEASE SEE ATTACHED SPECS FOR MORE DETAILS

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
9	LICENSED PRACTICAL NURSE OVERTIME PAY	13.00000	HOUR	\$51.73	\$672.49

Comm Code	Manufacturer	Specification	Model #
85101601			

Extended Description :
PLEASE SEE ATTACHED SPECS FOR MORE DETAILS

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
10	CERTIFIED NURSING ASSISTANT 7AM TO 3 PM	840.00000	HOUR	\$23.49	\$19,731.60

Comm Code	Manufacturer	Specification	Model #
85101601			

Extended Description :
PLEASE SEE ATTACHED SPECS FOR MORE DETAILS

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
11	CERTIFIED NURSING ASSISTANT 3 PM TO 11 PM	840.00000	HOUR	\$23.49	\$19,731.60

Comm Code	Manufacturer	Specification	Model #
85101601			

Extended Description :
PLEASE SEE ATTACHED SPECS FOR MORE DETAILS

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
12	CERTIFIED NURSING ASSISTANT 11 PM TO 7 AM	672.00000	HOUR	\$23.49	\$15,785.28

Comm Code	Manufacturer	Specification	Model #
85101601			

Extended Description :
PLEASE SEE ATTACHED SPECS FOR MORE DETAILS

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
13	CERTIFIED NURSING ASSISTANT HOLIDAY PAY	312.00000	HOUR	\$35.23	\$10,991.76

Comm Code	Manufacturer	Specification	Model #
85101601			

Extended Description :
PLEASE SEE ATTACHED SPECS FOR MORE DETAILS

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
14	CERTIFIED NURSING ASSISTANT OVERTIME PAY	13.00000	HOUR	\$35.23	\$457.99

Comm Code	Manufacturer	Specification	Model #
85101601			

Extended Description :
CERTIFIED NURSING ASSISTANT
OVERTIME PAY

SCHEDULE OF EVENTS

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

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

See attached document(s) for additional Terms and Conditions

Exhibit A	CRFQ VNF170000006			
	Direct Care Nursing Staffing Bid Sheet			
Item No.	Description Of Services	Estimated Hours Per Week	Regular Hourly Rate	Total Hourly Rate
<u>Registered Nurse Shifts</u>				
1	6 am - 2 pm	680	\$ 45.51	\$ 30,946.80
2	2 pm - 10 pm	900	\$ 45.51	\$ 40,959.00
3	10 pm - 6 am	380	\$ 45.51	\$ 17,293.80
4	Holiday(s) New Year's Eve, New Year's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving Day, Christmas Eve and Christmas Day	312	\$ 68.26	\$ 21,297.12
5	Overtime	13	\$ 68.26	\$ 887.38
<u>Licensed Practical Nurse Shifts</u>				
6	6:30 am - 8:00 pm	756	\$ 34.49	\$ 26,074.44
7	6:30 pm - 8:00 am	756	\$ 34.49	\$ 26,074.44
8	Holiday(s) New Year's Eve, New Year's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving Day, Christmas Eve and Christmas Day	112	\$ 51.73	\$ 5,793.76
9	Overtime	13	\$ 51.73	\$ 672.49
<u>Certified Nursing Assistant Shifts</u>				
10	7 am - 3 pm	840	\$ 23.49	\$ 19,731.60
11	3 pm - 11 pm	840	\$ 23.49	\$ 19,731.60
12	11 pm - 7 am	672	\$ 23.49	\$ 15,785.28
13	Holiday(s) New Year's Eve, New Year's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving Day, Christmas Eve and Christmas Day	312	\$ 35.23	\$ 10,991.76
14	Overtime	13	\$ 35.23	\$ 457.99
			Grand Total	\$ 236,697.46

Vendor Information	
Name/Title	Dan Peterman, Project Manager/Affiliate Administrator
Phone	484-381-3080
Fax	215-220-2669
Email	rfp@deltatg.com