



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

Header 10

General Information

Procurement Folder: 393332

Procurement Type: Central Master Agreement

Vendor ID: VS0000011686

Legal Name: Cynet Systems Inc

Alias/DBA:

Total Bid: \$61,800.00

Response Date: 12/13/2017

Response Time: 16:12

SO Doc Code: CRFQ

SO Dept: 0618

SO Doc ID: BVH180000002

Published Date: 11/29/17

Close Date: 12/14/17

Close Time: 13:30

Status: Closed

Solicitation Description: ADDENDUM 1 TEMPORARY REGISTERED NURSES



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

**State of West Virginia
 Solicitation Response**

Proc Folder : 393332

Solicitation Description : ADDENDUM 1 TEMPORARY REGISTERED NURSES

Proc Type : Central Master Agreement

Date issued	Solicitation Closes	Solicitation Response	Version
	2017-12-14 13:30:00	SR 0618 ESR12131700000002624	1

VENDOR
VS0000011686 Cynet Systems Inc

Solicitation Number: CRFQ 0618 BVH1800000002

Total Bid : \$61,800.00 **Response Date:** 2017-12-13 **Response Time:** 16:12:04

Comments:

FOR INFORMATION CONTACT THE BUYER
 Crystal Rink
 (304) 558-2402
 crystal.g.rink@wv.gov

Signature on File	FEIN #	DATE
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All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	TEMPORARY REGISTERED NURSES	168.00000	HOUR	\$64.000000	\$10,752.00

Comm Code	Manufacturer	Specification	Model #
85101601			

Extended Description :	8:00 AM TO 4:00 PM
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	TEMPORARY REGISTERED NURSES	168.00000	HOUR	\$64.000000	\$10,752.00

Comm Code	Manufacturer	Specification	Model #
85101601			

Extended Description :	6:45 AM TO 3:00 PM
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	TEMPORARY REGISTERED NURSES	168.00000	HOUR	\$64.000000	\$10,752.00

Comm Code	Manufacturer	Specification	Model #
85101601			

Extended Description :	2:45 PM TO 11:00 PM
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	TEMPORARY REGISTERED NURSES	168.00000	HOUR	\$65.000000	\$10,920.00

Comm Code	Manufacturer	Specification	Model #
85101601			

Extended Description :	10:45 PM TO 7:00 AM
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	TEMPORARY REGISTERED NURSES	192.00000	HOUR	\$97.000000	\$18,624.00

Comm Code	Manufacturer	Specification	Model #
85101601			

Extended Description : HOLIDAY(S) NEW YEAR'S EVE, NEW YEAR'S DAY, MEMORIAL DAY, 4TH OF JULY, LABOR DAY, THANKSGIVING DAY, CHRISTMAS EVE, CHRISTMAS DAY

Exhibit A	CRFQ BVH180000002			
Temporary Registered Nursing Staff Bid Sheet				
Item No.	Description Of Services	Estimated Hours Per Week	Regular Hourly Rate	Total Hourly Rate
	<u>Registered Nurse Shifts</u>			
01	0100 a 0100 01	010	\$64.00	01000000
02	0200 a 0200 02	020	\$64.00	02000000
03	0300 03 030000 03	030	\$64.00	03000000
04	040000 04 0400 a 04	040	\$65.00	04000000
05	050 idas 05e 05ear s 05ve 05e 05ear s Da 05Me 05oria Da 05th o 05u 05abor Da 05han sgiving Da 05hrist 05as 05ve and 05hrist 05as Da	050	\$97.00	05000000
			Grand Total	\$ 51,048.00

Vendor Information	
0000 an 00a 00e	00net 00ste 00s inc 00
00a e 00ite	00it Pau 00
Phone	0000000000
00a	0000000000
00ai	arjit@cnetsystems.com



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

State of West Virginia
 Request for Quotation
 26 — Medical

Proc Folder: 393332

Doc Description: ADDENDUM 1 TEMPORARY REGISTERED NURSES

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2017-11-29	2017-12-14 13:30:00	CRFQ 0618 BVH1800000002	2

BID RECEIVING LOCATION

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

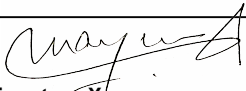
VENDOR

Vendor Name, Address and Telephone Number:

net ste s inc
 P
 on Dr uite shburn V

FOR INFORMATION CONTACT THE BUYER

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


 Signature X

FEIN #

DATE

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

ADDITIONAL INFORMAITON:

THE STATE OF WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, WEST VIRGINIA VETERANS HOME LOCATED IN BARBOURSVILLE, WV, IS SOLICITING BIDS TO ESTABLISH AN OPEN-END CONTRACT FOR TEMPORARY REGISTERED NURSES PER THE ATTACHED DOCUMENTATION.

INVOICE TO		SHIP TO	
WEST VIRGINIA VETERANS HOME 512 WATER ST		WEST VIRGINIA VETERANS HOME 512 WATER ST	
BARBOURSVILLE	WV25504	BARBOURSVILLE	WV 25504
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	TEMPORARY REGISTERED NURSES	168.00000	HOUR	□□□□□□	□□□□□□□□

Comm Code	Manufacturer	Specification	Model #
85101601			

Extended Description :
8:00 AM TO 4:00 PM

INVOICE TO		SHIP TO	
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BARBOURSVILLE	WV25504	BARBOURSVILLE	WV 25504
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
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Comm Code	Manufacturer	Specification	Model #
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Extended Description :
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
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Comm Code	Manufacturer	Specification	Model #
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Extended Description :
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4	TEMPORARY REGISTERED NURSES	168.00000	HOUR	□□□□□	□□□□□□□□

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Extended Description :
HOLIDAY(S) NEW YEAR'S EVE, NEW YEAR'S DAY, MEMORIAL DAY, 4TH OF JULY, LABOR DAY, THANKSGIVING DAY, CHRISTMAS EVE, CHRISTMAS DAY

SCHEDULE OF EVENTS

Line	Event	Event Date
1	VENDOR QUESTION DEADLINE	2017-11-28

BVH180000002	Document Phase Final	Document Description ADDENDUM 1 TEMPORARY REGISTERED NURSES	Page 4 of 4
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions



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: 393332

Doc Description: ADDENDUM 1 TEMPORARY REGISTERED NURSES

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2017-11-29	2017-12-14 13:30:00	CRFQ 0618 BVH1800000002	2

BID RECEIVING LOCATION

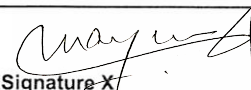
BID CLERK
 DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON ST E
 CHARLESTON WV 25305
 US

VENDOR

Vendor Name, Address and Telephone Number:
 net ste s inc
 P
 cu on Dr uite shburn V

FOR INFORMATION CONTACT THE BUYER

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


 Signature X FEIN # DATE

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Comm Code	Manufacturer	Specification	Model #
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BARBOURSVILLE	WV25504	BARBOURSVILLE	WV 25504
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
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Comm Code	Manufacturer	Specification	Model #
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WEST VIRGINIA VETERANS HOME 512 WATER ST BARBOURSVILLE WV25504 US	WEST VIRGINIA VETERANS HOME 512 WATER ST BARBOURSVILLE WV 25504 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	TEMPORARY REGISTERED NURSES	168.00000	HOUR	□□□□□	□□□□□□□□

Comm Code	Manufacturer	Specification	Model #
85101601			

Extended Description :
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SCHEDULE OF EVENTS

Line	Event	Event Date
1	VENDOR QUESTION DEADLINE	2017-11-28

SOLICITATION NUMBER: CRFQ BVH1800000002
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 provide answers to vendor questions

No other changes at this time

Bid opening remains 12/14/2017 at 1:30 PM EST

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

Terms and Conditions:

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

ATTACHMENT A

**CRFQ BVH1800000002
ADDENDUM 1
QUESTIONS AND ANSWERS**

Q1. What agencies do you currently use for RN services?

A1. The agency currently does not have an open-end contract for this service

Q2. What rates do those agencies charge?

A2. 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

Q3. Will this be a single or multi-award?

A3. This will be a single award contract

Q4. How many hours were utilized in 2016 and 2017 for RN services?

A4. Please see A2

Q5. How much money in 2016 and 2017 was spent on RN services?

A5. Please see A2

Q6. What is the current number of FTEs for RN's being utilized presently to service this contract?

A6. Please see A2

Q7. How many FTE RNs are you looking to utilize for this bid? It says "26 medical" on the top of the CRFQ Form, is that how many Nurses you would look to staff or is it based off the hours listed in the pricing page?

A7. "26 Medical" is an internal category used in our WVOasis e-Procurement system, this is not associated with staffing needs. The hours listed on the pricing page are estimates and is a bid scenario for evaluation purposes only. Please refer to section 5.2 of the Specifications.

Q8. What is the annual spend that is projected for the contract? How will it be divided per year?

A8. The State of West Virginia does not disclose budget information

Q9. Are you satisfied with your current provider of services? b) What would like to see with the awarded vendor and our approach to the requested services?

A9. We currently have no open-end contract for this service. Awarded vendor from this solicitation will be expected to provide the services as expressed in the mandatory specifications.

Q10. Who is the incumbent?

A10. Please see A1

Q11. What are historical usage numbers per shifts 1, 2, 3, and 4 for 2015 and to date for 2017?

A11. Please see A2

Q12. How many requested shifts were not filled by the current vendor?

A12. Please see A2

Q13. Can you please clarify Exhibit A regarding estimated hours. Does the facility estimate RN usage of 168 per week? Or does the facility estimate RN usage of 168 for a year?

A13. Please refer to Section 5.2 of the Specifications. Estimates are for evaluation purposes only.

Q14. Who is/are the current vendor/s?

A14. Please see A1

Q15. Will this be an exclusive or non-exclusive contract?

A15. Please see A3

Q16. Will the contract be strictly temporary staffing?

A16. Yes

Q17. What are the bill and pay rates under the current contract?

A17. Please see A2

Q18. What is the annual budget over the term of the new contract?

A18. Please see A8

Q19. How much was spent on temporary staffing services in 2015, 2016 and 2017 YTD (for the services requested under this RFP)?

A19. Please see A2

Q20. How many temporary employees are currently utilized?

A20. Please see A1

Q21. How many temporary employees will work per category?

A21. This contract will be for Temporary Registered Nurses only and will be on an as needed basis.

Q22. Will this contract require the payrolling of current employees?

A22. Please see A1

Q23. Are vendors required to have a local office?

A23. No.

Q24. I would like to confirm that based on the hours in the Solicitation the need is for 4 RN's.

A24. Please see A21.

Q25. Last year's Volume/ Spend for Temporary Registered Nursing Services or is there any set aside stipulated budget for this program?

A25. Please see A2

Q26. How many Incumbents you currently have in this program and how many do you wish to include?

A26. Please see A1

Q27. Can we submit a document with a cover letter or Supplement information for demonstration our experience and Capabilities?

A27. Vendors may submit any documents they wish (Please refer Instructions to Vendors Submitting Bids Section 21 and General Terms and Conditions Section 26). Evaluation of vendor responses will be based on the lowest overall bid amount contained in the Exhibit A Pricing Page (Please refer to Section 5 of the Specifications). By returning signed bid documents contained within the solicitation, the vendor is certifying they meet all mandatory requirements expressed in the Specifications (refer to General Terms and Conditions Section 35)

Q28. What all documents we need to submit apart from documents in the Bid Package?

A28. All required documentation needed is listed in the CRFQ Solicitation BVH1800000002

Q29. Do you have Local Preference for this Program ?

- A29. Please refer to Instructions to Vendors Submitting Bids Section 15 and 16 regarding Vendor Preference, the solicitation documents contain a Vendor Preference form. Any vendor who is claiming eligibility must return the completed form with their bid submission. Vendor Preference forms will not be accepted after the bid opening date and time.
- Q30. Do We need to submit the form “disclosure of interested party to contracts” with the Proposal or we have to submit the form after the award declaration?
- A30. Vendor should submit the Disclosure of Interested Party to Contracts form with the bid response. A completed form must be submitted prior to award.
- Q31. Are you looking for per diem or are these full-time contracts that you need?
- A31. Temporary Registered Nurses are on an as needed basis only
- Q32. Is this a sole provider or a non-exclusive agreement?
- A32. Please see A3
- Q33. Can you Please provide the current incumbent vendors providing Temporary Registered Nursing Services?
- A33. Please see A1
- Q34. Can you please provide the current incumbent hourly bill rates for RN services for all shifts requested?
- A34. Please see A2
- Q35. What was the total annual expenditure of the current contract in 2015 and YTD 2017?
- A35. Please see A1
- Q36. If we have the same staff working and our contract is renewed after the first year, will we be able to increase our hourly bill rate by .03% to allow for annual increases and reviews;
- A36. Please refer to General Terms and Conditions Section 13 regarding price increases.
- Q37. Do you perform the background checks, if so do you bill the vendor?
- A37. No, it is the Vendors responsibility to perform the background check.
- Q38. If the vendor performs the background check will we be reimbursed by you?
- A38. No.

Q39. Please confirm that the certificate of insurance is submitted upon award?

A39. Per General Terms and Conditions Section 8, no insurance requirements were requested

Q40. Do we need to upload all the attachments: Solicitation, Exhibit A and Final CRFQ?

A40. As in the case with any solicitation response, vendors should provide all documents that are pertinent to the evaluation of their bid submission. The uploading of pertinent documents would apply to responses submitted through WVOasis as well.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: BVH180000002

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:

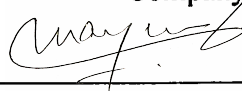
(Check the box next to each addendum received)

- | | |
|--|--|
| <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.

_____ net ste s inc

Company



Authorized Signature

Date

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

Revised 6/8/2012

State of West Virginia VENDOR PREFERENCE CERTIFICATE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Bidder: net ste s nc

Signed: 

Date:

Title:

**REQUEST FOR QUOTATION
CRFQ BVH1800000002
TEMPORARY REGISTERED NURSES**

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of Barboursville West Virginia Veterans Home to establish an open-end contract for Registered Nurse(s), 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 **“RN”** means Registered Nurse
 - 2.6 **“Agency”** means Barboursville Veterans Home
 - 2.7 **“Staffing Agency”** means the awarded vendor.
 - 2.8 **“BVH”** means Barboursville West Virginia Veterans Home

3. **QUALIFICATIONS:** Vendor must provide the following documentation fourteen (14) days prior to beginning employment. No Staff will be allowed to begin employment until this documentation is provided and verified by BVH.
 - 3.1. RN’s must hold a valid WV Registered Nurse License.
 - 3.2. Must have knowledge of Federal & State Long Term Care (LTC) regulations.
 - 3.3. Must have a current Cardiopulmonary Resuscitation (CPR) Card.

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- 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 BVH 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. All documentation must be provided upon request.
- 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).
- 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.

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4.2. VENDOR RESPONSIBILITIES:

- 4.2.1.** 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 period of times as agreed upon in writing.
- 4.2.2** 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.
- 4.2.3** 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 I 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.
- 4.2.4** Successful vendor and healthcare staff must comply with all Agency/Facility policies and procedures.
- 4.2.5** Successful vendor shall ensure the following regarding the staff to be provided. This documentation is to be submitted to the DON fourteen (1)4 days prior at beginning employment. No staff will be allowed to begin employment until this documentation is provided and verified by the BVH.
- 4.2.6** Has completed the required training and education for the position in which the vendor's employee has been submitted for.

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- 4.2.7** The Vendor's employee possesses a valid certification and/or professional license with the State of West Virginia for the position the employee is being submitted.
- 4.2.8** Meet current Agency immunization requirements for purified protein derivative (PPD) and Hepatitis B Series. Upon request, vendor must provide copies of immunization results.
- 4.3** 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.
- 4.4** All agency staff are required to cooperate fully with any investigators without any delay.
- 4.5** 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.
- 4.6** BVH will not pay overtime or holiday hours.
- 4.7** BVH will not pay the Agency for Lunch breaks.
- 4.8** 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.
- 4.9** All employee paperwork must be sent to and approved by facility prior to an employee beginning orientation.
- 4.10** 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.
- 4.11** Employee's timesheets must be sent to the staffing agencies weekly by 10:00 am on Monday. Timesheet dates will be totaled from Monday to Sunday. All missing punches will have to be turned into the Barboursville Veterans Home weekly by Monday by 4:00

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- 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.
- 4.12** Employees are to report off personally to the facility and must speak to the “DON” and also call their staffing agency two (2) hours prior to their scheduled shift.
- 4.13** Any schedule changes must be communicated by email or text to DON/ADON or designee two (2) hours prior to scheduled shift.
- 4.14** 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 the DON.
- 4.15** Contracted staff must cover ALL Saturdays and Sundays each month. We do not honor any restrictions on lifting or limited hours for contracted staff.
- 4.16** Successful vendor must incorporate into the bid all-inclusive fees, any anticipated costs and travel related expenses, administrative and overhead cost.
- 4.17** 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.
- 4.18** The vendor shall submit weekly invoices, in arrears, on a weekly basis, to the Business Office at the Barboursville Veterans Home 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.
- 4.19** Barboursville Veterans Home 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.
- 4.20** 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).
- 4.21** Upon award of contract, Vendor shall come to the Barboursville Veterans Home to meet all staff and tour the facility.

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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.

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. 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 page contains an estimated number of 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

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 Barboursville Veterans Home 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.

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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.

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.

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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: arrit Paul
Telephone Number:
Fax Number:
Email Address: arrit@clnetstates.com

WV STATE GOVERNMENT

HIPAA BUSINESS ASSOCIATE ADDENDUM

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

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

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

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

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

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

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

2. Permitted Uses and Disclosures.

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

3. Obligations of Associate.

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

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

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

Name of Associate: net ste s inc

Signature: _____

Signature: *[Handwritten Signature]*

Title: _____

Title:

Date: _____

Date:

Form - WVBA-012004
Amended 06.26.2013

APPROVED AS TO FORM THIS 26th
DAY OF Jan 20 13
BY *[Signature]*
Patrick Morrissey
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: _____

Name of Agency: _____

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

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

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

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

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

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

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

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

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

Other: See attached _____

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. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

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

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section 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.

Other Insurance _____

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. [Reserved]

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

_____ for _____

Liquidated Damages Contained in the Specifications

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

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

14. PAYMENT: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.

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

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

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

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

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

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

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

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

22. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances. Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances.

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

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

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

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

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

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

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

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

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

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

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

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

33. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities. Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section.

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 § 5-22-1(i), the contracting public entity shall not award a contract for a construction project to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees. Accordingly, prior to contract award, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

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.

45. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$100,000, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. "Interested parties" means: (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors; (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract; and (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency: Provided, That subdivision (2) shall be inapplicable if a business entity is a publicly traded company: Provided, however, That subdivision (3) shall not include persons or business entities performing legal services related to the negotiation or drafting of the applicable contract. The Agency shall submit a copy of the disclosure to the Ethics Commission within 15 days after receiving the supplemental disclosure of interested parties.

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.

Mr. Paul Director Strategic Partnerships

(Name, Title)

(Printed Name and Title)

10000 Union Drive Suite 10000 Ashburn VA 20148

(Address)

703 791 1111 (P) 703 791 1111

(Phone Number) / (Fax Number)

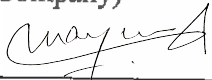
arpit@cnetsystems.co

(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.

cnetsystems inc

(Company)



Ashani Maurya

(Authorized Signature) (Representative Name, Title)

Ashani Maurya

(Printed Name and Title of Authorized Representative)

11/14/2017

(Date)

703 791 1111 (P) 703 791 1111

(Phone Number) (Fax Number)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ BVH1800000002

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.

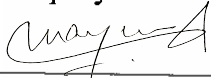
Addendum Numbers Received:
(Check the box next to each addendum received)

- | | |
|--|--|
| <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.

net ste s inc

Company



Authorized Signature

Date

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

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

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

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

DEFINITIONS:

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

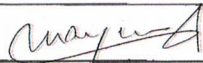
"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers'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

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

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Cynet Systems Inc.

Authorized Signature:  Date: 12/11/2017

State of Virginia

County of Loudoun, to-wit:


Taken, subscribed, and sworn to before me this 11th day of December, 2017.

My Commission expires 09/30/2019, 2019.

AFFIX SEAL HERE



NOTARY PUBLIC


Purchasing Affidavit (Revised 07/07/2017)



**This is a proposal response to West Virginia Purchasing
Division's RFQ – Temporary Registered Nurses - CRFQ 0698
BVH00000002 from Cynet Systems Inc.**

Cynet Systems Inc.
43480 Yukon Dr. # 202, Ashburn VA 20147
Ph. #: 571-645-5910 | Fax: 866-838-0907
Email: arpitp@cynetsystems.com

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Cover Letter

I, Ashwani Mayur, CEO – Cynet Systems Inc. am duly authorized to sign and bind the proposal response and would like to submit our proposal in response to Temporary Registered Nurse RFP . I acknowledge that Cynet’s delivery team has gone through and has complete understanding of the RFP documents released as a part of the event and commits to fulfill the services as requested by West Virginia Purchasing Division. We also assure that we have carefully read and understood the instructions and requirements.

Cynet Systems with this response understands and acknowledges the requirements listed in the RFP and affirms that:

- We believe that the proposal meets all the requirements mentioned in the RFP
- I also acknowledge that I am authorized to sign the proposal.
- Cynet confirms that we have prepared our proposal in accordance with the RFP document and addenda if any.
- Cynet affirms, that its Proposal presented in form of this document is “in-line” with West Virginia Purchasing Division’s expectations and understands that the proposal would be valid for 120 days from date of Submittal.
- We have carefully read and understood all the terms and conditions and the requirements stated in the RFP document and affirms that Cynet Systems will deliver its services meeting the requirements and will abide by all the terms and conditions of the County

We thank you for this opportunity to submit our response and hope our response demonstrate our experience and capabilities in fulfilling your requirements. We look forward to receiving an opportunity with the West Virginia Purchasing Division.

Executive Summary

Cynet Systems Inc. is a certified **Woman and Minority Business Enterprise** and a leading consulting firm headquartered at Washington DC Metro area. Cynet Systems specializes in delivering qualified talent across diverse skill sets and varied platforms and has been adding value to its customers' recruitment initiatives as a trusted diversity supplier.

Cynet brings on the table, extensive experience in supporting Healthcare Clients like **Dignity Health, Centene, Kindred Healthcare, Johnson & Johnson, Genesis Healthcare, Torrance Memorial, Eisenhower Medical Center, Edward Life Sciences, Universal Health Services, Rady Children’s Hospital, Medefis (around 3000+ Healthcare Facilities), Hospital Services Corporation, Pinnacle Healthcare etc. and Public Sector clients like States of Georgia, Oregon, West Virginia, Colorado, Washington, Minnesota, Massachusetts, Texas, South Carolina, California, Utah, City of Glendale, City of Arlington, Hennepin County, City of Charlotte–Charlotte Water, University of Oklahoma, William and Mary, SUNY Upstate Medical University, Oklahoma State University, University of Maryland University College, University of Washington etc.**, We would like to leverage our Healthcare Staffing experience to the departments. Our team operates in this competitive market space with our “top of the line” account management, recruitment and delivery processes that can add definite value to the West Virginia Purchasing Division and associated departments.

With **certified CCWP and Lean Six Sigma Staff** on our account management & delivery teams, we affirm that Cynet will abide by the terms and conditions and will leverage best industry practices to the departments while meeting the overall objective of this contract. Cynet would also like to leverage its strong bench management capabilities to ensure only highly qualified resources dispense the duties and responsibilities accurately and efficiently and “in-line” with the requirements laid down in the RFP. We assure that Cynet Systems has a capability of submitting resumes for their Staffing needs within 2 hours and therefore would be a best match for their Staffing need.

At Cynet, we pride ourselves in making a significant mark and holding a position of a trusted healthcare recruiting partner. As the leader in the Staffing Industry, we are aware of our role in the markets where we operate, across industries and sectors, in all the phases of economic cycles. **Due to our excellent performance in the healthcare space Cynet is working as a separate Healthcare Staffing division as Cynet Health Staff. Cynet Health Staff has been certified as a Healthcare Staffing Firm by The Joint Commission. We employ medical and healthcare professionals for some of the nation’s largest facilities leading consulting firm incorporated in the state of Virginia and headquartered at Washington DC Metro area. (Please visit www.cynethealth.com)**

Cynet HealthStaff employs:

- ✚ RNs
- ✚ LPNs/LVNs
- ✚ Medical Administration
- ✚ Medical Laboratory Technicians
- ✚ Therapists- PT/OT/ST
- ✚ Certified Nursing Assistants (CNAs)
- ✚ Medical Technologists
- ✚ Personal Care Attendants (Sitters)
- ✚ Clerical
- ✚ Healthcare IT
- ✚ Allied Health Professionals etc.



Being an employee oriented firm and focused at achieving higher levels of customer satisfaction, we would like to ensure we deliver results in a timely manner from management’s point of view, communications point of view and relationship management point of view. Cynet being a certified MWBE is also an **Equal Employment Opportunity (EEO) employer** and does not discriminate in any employer/employee relations based on race, color, religion, sex, sexual orientation, national origin, age, marital status, disability, veteran’s status or any other basis protected by applicable discrimination laws.

Why Cynet Systems?

- ✚ Highly Experienced **CCWP Certified** team
- ✚ Consultant Base of **600+ Highly qualified Consultants**.
- ✚ **Attrition Rate of less than 2%**
- ✚ **Project Completion Rate of over 98%**
- ✚ Database of **10000+ qualified candidates**
- ✚ **100% YOY Growth** from the last consecutive 5 Years
- ✚ Excellent Consultant Benefits & Satisfaction Levels.
- ✚ Matured recruitment and Back Office processes

- ✦ **High Fill Ratio**
- ✦ Low Employee Turnover
- ✦ Dedicated Recruitment & Centralized **Account Management** setup
- ✦ Extensive network of highly qualified professionals
- ✦ **SME Screening** Process to ensure 100% quality
- ✦ Full employee **background checks, reference checks & criminal checks**
- ✦ Continuous **Training and Performance Evaluation** Initiatives
- ✦ **Competitive** Pricing Modules
- ✦ **Strong Bench** of Candidates for Niche and complex requirements
- ✦ Capability of Delivering Local Candidates

Single Point of Contact:

Name: Arpit Paul

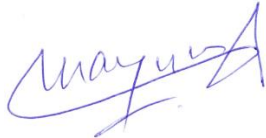
Title: Director – Strategic Partnerships

Phone: 571-645-5910

Fax: 866-838-0907

Email: arpitp@cynetsystems.com/ csi@cynetsystems.com

Sincerely,



Ashwani Mayur (CEO)

Cynet Systems Inc.

Phone: 703-728-6634 | Fax: 866-838-0907

Email: ash@cynetsystems.com

Company Information

Cynet Systems Inc. is a certified Woman & Minority Business Enterprise/ Minority Business Enterprise and a leading consulting firm incorporated in the state of Virginia and headquartered at Washington DC Metro area. Our focus is on solving the unique recruitment goals for each customer tailored to match the business requirements and provide a transparent, quality process that gets results. Our exceptional staffing and recruiting services over the past years have resulted in recognition and built reputation amongst our clients. Our **referral-based sourcing strategy** coupled with a tight screening process ensures that we shortlist the ultimate resources to help your business realize its limitless potential. Cynet’s network of professionals is the largest and most qualified in the United States due to our innovative recruitment, multi-brand and quality assurance strategies. Our exceptional staffing and recruiting services over the past years have resulted in recognition and built reputation amongst our clients. Having placed thousands of professionals across wide-ranging industries, our proven staffing methodology allows us to engage with the best of the best that the industry has to offer. **We are able to deliver the right staff, and the result is over 25% of our contractor staff being converted to full-time employees with our clients.** At Cynet, we pride ourselves in making a significant mark and holding a position of a trusted recruiting partner. As the leader in the Staffing Industry, we are aware of our role in the markets where we operate, across industries and sectors, in all the phases of economic cycles. We are a people and process driven organization and our unique approach shrinks on-boarding time, provides flawless contract execution and delivers high quality professionals at a competitive price.

Fast Facts

Company legal Name	Cynet Systems Inc.
Year Founded	2010
Form of the organization	Corporation
Location of Offices	VA, CA, TX, OH, IL, NY & GA
Size	Large Business
Number of employees	798
Diversity Status	Women Minority Business Enterprise/ Minority Business Enterprise
Certifying Agencies	USPAACC, CPUC Supplier Clearinghouse, State of Virginia
Website	www.cynetsystems.com

Cynet's Recognition over the years:

With our unmatched and unbeatable services we have emerged as a trusted and valued supplier for our customers and have received various accolades from them. Cynet has been successfully catering to the Staffing needs of the clients and has placed thousands of Temporary and Direct Hire Staff. As a result of our exceptional quality and Service delivery we have received the following significant recognitions listed below:



- ✚ 2012 - Star Partner Award
- ✚ 2013 - Star Partner Award
- ✚ 2014 - Gold Star Partner
- ✚ 2014 - #1 IT Infrastructure Services Supplier in North America
- ✚ 2015 - Smart-CEO Brava Award
- ✚ 2016 - #1 Fastest Growing Company in State of VA
- ✚ 2016 - Corner Stone Award
- ✚ 2016 - NVTC - Hot Companies
- ✚ 2016 - Ranked # 479 in the Inc. 500/5000 Awards
- ✚ 2016 - Ranked #15 fastest growing Company in DC, MD, VA
- ✚ 2016 - Tech Serve Alliance Excellence Award
- ✚ 2016 - Ranked as #60 Nationwide
- ✚ 2017 - Ranked as 2017 Future 50 Company by Smart CEO
- ✚ 2017 - Awarded as a Best Run Company by Smart CEO
- ✚ 2017 - Recognized by WA Business Journal as Best Places to Work Honoree
- ✚ 2017 - Recognized as FASTEST 100 Asian American Business in US (USPAACC)
- ✚ 2017 - INC5000 2017 Honoree
- ✚ 2017 - Top 25 Companies hiring in all 50 States by Forbes
- ✚ 2017 - Washington Business Journal Fast50

Relevant Experience of Public Sector

Cynet Systems: Highly Experienced Business Partner to State and Local Governments



Cynet Systems has a rich experience supporting the government arena and has been leveraging its unmatched services to various state/local and federal clients. Our Government Solutions focus is the delivery of systems and processes designed to meet the unique needs of federal, state and local government agencies throughout the North America. We have been providing our government clients with a team of experienced consultants under and ensure consistent, high quality client service and project management services.

We understand the unique demands of government staffing. We recruit people who know the importance of transparency, budget compliance, and commitment to public service. We help our government clients in meeting the needs of the constituents with reliable, experienced and skilled people available on a moment's notice. We specialize in recruiting and retaining the right personnel for work on government contracts. Our team has experience as a prime and subcontractor providing direct/indirect support to federal and state government offices, Hospitals, Universities and agencies and we maintain extensive relationships with large government contractors for work on their project needs.

Cynet Systems has an extensive network of professionals across industry verticals including the government and with our outstanding performance we grow this network every day. We understand the importance of having a strong network of contacts and professionals to be able to deliver the best in today's highly competitive market. We have been able to develop strong relationships with not only the consultants but also our clients in the government sector which has helped us understand the business environment better and thus helped us in filling various positions in the field of Technology and Healthcare with them. Our long standing relationships in the Federal space and our diversity status have enabled us to have a thorough understanding of public sector environment.

Our recruiters have their own network of professionals whom they are in constant touch which helps them know about the candidate's availability, change of plans and/or current status of their existing projects thus enabling them to be able to forecast upcoming needs and opportunities. Having placed hundreds of candidates with our government clients since our inception we also have a qualified pool of consultant base that hold an extensive experience in government projects. Being an active supplier to the states we are supporting following government departments within these states which has helped grow our network in the government space.

- City of Arlington
- City of Charlotte - Charlotte Water
- City of Glendale
- Health and Human Services Commission TX
- Hennepin County
- Hospital Service Corporation
- New York Power Authority
- Oklahoma State University
- State of California
- State of Colorado
- State of Georgia
- State of Massachusetts
- State of Minnesota
- State of North Carolina
- State of Oregon
- State of South Carolina
- State of Texas
- State of Utah
- State of Washington
- State of West Virginia (Direct care staffing and Lab)
- SUNY Upstate Medical University
- University of Maryland University College
- University of Oklahoma
- University of Washington
- Williams and Marry

Healthcare Experience



Cynet Systems has an extensive network of professionals across Healthcare industry verticals and with our outstanding performance we grow this network every day. We understand the importance of having a strong network of contacts and professionals to be able to deliver the best in today's highly competitive market. We have been able to develop strong relationships with not only the consultants but also our clients in the government sector which has helped us understand the business environment better and thus helped us in filling various positions. Our long standing relationships in the Government space and our diversity status have enabled us to have a thorough understanding of public sector environment.

For West Virginia Purchasing Division we would perform

- ✚ Skills Assessments
- ✚ License Verification
- ✚ Competency and Core Competency Exam
- ✚ Employment and Education Verification
- ✚ Reference Checks
- ✚ Background and Drug Checks
- ✚ Pre & post-employment training
- ✚ Tutorials (HIPAA, Fire & Safety, OSHA, Harassment etc.)

Following are our listed Service Provider:

- ✚ HireRight
- ✚ Quest diagnostics
- ✚ Nurse Competency
- ✚ US Health works Medical Group
- ✚ E-Verify
- ✚ GoodHire

Diversity Certificates

1) CPUC Supplier Clearing House (WMBE)



2) USPAACC – US Pan Asian American Chamber of Commerce



3) SWaM – State of Virginia



Thank You

West Virginia Ethics Commission



Disclosure of Interested Parties to Contracts

Pursuant to *W. Va. Code* § 6D-1-2, a state agency may not enter into a contract, or a series of related contracts, that has/have an actual or estimated value of \$100,000 or more until the business entity submits to the contracting state agency a Disclosure of Interested Parties to the applicable contract. In addition, the business entity awarded a contract is obligated to submit a supplemental Disclosure of Interested Parties reflecting any new or differing interested parties to the contract within 30 days following the completion or termination of the applicable contract.

For purposes of complying with these requirements, the following definitions apply:

"Business entity" means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation.

"Interested party" or *"Interested parties"* means:

- (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors;
- (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract. (This subdivision does not apply to a publicly traded company); and
- (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency. (This subdivision does not apply to persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.)

"State agency" means a board, commission, office, department or other agency in the executive, judicial or legislative branch of state government, including publicly funded institutions of higher education: Provided, that for purposes of *W. Va. Code* § 6D-1-2, the West Virginia Investment Management Board shall not be deemed a state agency nor subject to the requirements of that provision.

The contracting business entity must complete this form and submit it to the contracting state agency prior to contract award and to complete another form within 30 days of contract completion or termination.

This form was created by the State of West Virginia Ethics Commission, 210 Brooks Street, Suite 300, Charleston, WV 25301-1804. Telephone: (304)558-0664; fax: (304)558-2169; e-mail: ethics@wv.gov; website: www.ethics.wv.gov.

West Virginia Ethics Commission
Disclosure of Interested Parties to Contracts

(Required by W. Va. Code § 6D-1-2)

Contracting Business Entity: Cynet Systems Inc. **Address:** 43480 Yukon Dr. suite 202, Ashburn VA 20147

Authorized Agent: Ashwani Mayur **Address:** 43480 Yukon Dr. suite 202, Ashburn VA 20147

Contract Number: CRFQ Solicitation BVH1800000002 **Contract Description:** Temporary Registered Nurse

Governmental agency awarding contract: West Virginia Purchasing Division

Check here if this is a Supplemental Disclosure

List the Names of Interested Parties to the contract which are known or reasonably anticipated by the contracting business entity for each category below (*attach additional pages if necessary*):

1. Subcontractors or other entities performing work or service under the Contract

Check here if none, otherwise list entity/individual names below.

2. Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities)

Check here if none, otherwise list entity/individual names below.

3. Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract)

Check here if none, otherwise list entity/individual names below.

Signature:  Date Signed: 12/11/2017

Notary Verification

State of Virginia, County of Loudoun:

I, Ashwani Mayur, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledge that the Disclosure herein is being made under oath and under the penalty of perjury.

Taken, sworn to and subscribed before me this 11th day of December, 2017

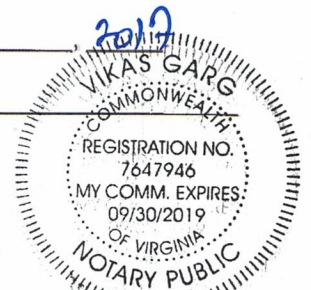

Notary Public's Signature

To be completed by State Agency:

Date Received by State Agency: _____

Date submitted to Ethics Commission: _____

Governmental agency submitting Disclosure: _____



Revised October 7, 2017