



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](http://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](http://WVPurchasing.gov) with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

Header  List View**General Information** | [Contact](#) | [Default Values](#) | [Discount](#) | [Document Information](#) | [Clarification Request](#)**Procurement Folder:** 797532**SO Doc Code:** CRFQ**Procurement Type:** Central Master Agreement**SO Dept:** 0511**Vendor ID:** VS0000022526 **SO Doc ID:** BCF2100000001**Legal Name:** AMG HEALTHCARE SERVICES INC**Published Date:** 12/4/20**Alias/DBA:****Close Date:** 12/15/20**Total Bid:** \$73,398.00**Close Time:** 13:30**Response Date:** 12/11/2020 **Status:** Closed**Response Time:** 9:27**Solicitation Description:** REGISTERED NURSE STAFFING SERVICES**Responded By User ID:** AMGHealthcare **Total of Header Attachments:** 6**First Name:** Barry**Total of All Attachments:** 6



Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Registered Nurse Staffing Services	1560.0000	HOUR	47.050000	73398.00

Comm Code	Manufacturer	Specification	Model #
80111606			

**Commodity Line Comments:**

**Extended Description:**

Registered Nurse Staffing Services



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

State of West Virginia  
 Centralized Request for Quote  
 Medical

<b>Proc Folder:</b> 797532		<b>Reason for Modification:</b>	
<b>Doc Description:</b> REGISTERED NURSE STAFFING SERVICES		ADDENDUM 1 ANSWERS TO VENDOR QUESTIONS	
<b>Proc Type:</b> Central Master Agreement			
<b>Date Issued</b>	<b>Solicitation Closes</b>	<b>Solicitation No</b>	<b>Version</b>
2020-12-04	2020-12-15 13:30	CRFQ 0511 BCF2100000001	2

**BID RECEIVING LOCATION**

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

**VENDOR**

**Vendor Customer Code:** VS0000022526

**Vendor Name :** AMG Healthcare Services, Inc.

**Address :** 1914  
**Street :** NW 84th Avenue  
**City :** Doral  
**State :** FL **Country :** USA **Zip :** 33126

**Principal Contact :** Barry Hill

**Vendor Contact Phone:** (305) 255-1400 **Extension:**

**FOR INFORMATION CONTACT THE BUYER**  
 Crystal G Hustead  
 (304) 558-2402  
 crystal.g.hustead@wv.gov

**Vendor Signature X**  **FEIN#** 20-8139097 **DATE** 12/11/2020

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

**ADDITIONAL INFORMATION**

THE STATE OF WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, WEST VIRGINIA DEPARTMENT OF HEALTH AND HUMAN RESOURCES, BUREAU FOR CHILDREN AND FAMILIES, IS SOLICITING BIDS TO ESTABLISH AN OPEN-END CONTRACT FOR REGISTERED NURSE STAFFING SERVICES PER THE ATTACHED DOCUMENTS.  
 \*\*\*QUESTIONS REGARDING THE SOLICITATION MUST BE SUBMITTED IN WRITING TO CRYSTAL.G.HUSTEAD@WV.GOV PRIOR TO THE QUESTION PERIOD DEADLINE CONTAINED IN THE INSTRUCTIONS TO VENDORS SUBMITTING BIDS\*\*\*

INVOICE TO	SHIP TO
HEALTH AND HUMAN RESOURCES WV CHILDRENS HOME 230 HEAVNER AVE ELKINS WV 26241 US	HEALTH AND HUMAN RESOURCES WEST VIRGINIA CHILDRENS HOME 230 HEAVNER AVE ELKINS WV 26241 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Registered Nurse Staffing Services	1560.00000	HOUR	\$47.05	\$73,398.00

Comm Code	Manufacturer	Specification	Model #
80111606			

**Extended Description:**  
Registered Nurse Staffing Services

**SCHEDULE OF EVENTS**

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	VENDOR QUESTION DEADLINE	2020-12-04

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: CRFO BCF210000001**

**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 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.

AMG Healthcare Services, Inc.

\_\_\_\_\_  
Company

 \_\_\_\_\_  
Authorized Signature

12/11/2020

\_\_\_\_\_  
Date

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

West Virginia Ethics Commission  
**Disclosure of Interested Parties to Contracts**

(Required by W. Va. Code § 6D-1-2)

Name of Contracting Business Entity: AMG Healthcare Services, Inc. Address: 1914 NW 84th Avenue  
Doral, FL 33126

Name of Authorized Agent: Barry Hill Address: 1914 NW 84th Ave Doral, FL 33126

Contract Number: \_\_\_\_\_ Contract Description: \_\_\_\_\_

Governmental agency awarding contract: \_\_\_\_\_

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: *Barry Hill*

Date Signed: 12/03/20

**Notary Verification**

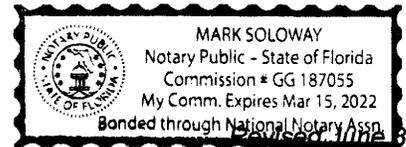
State of Florida, County of Broward:

I, Barry Hill, 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 03<sup>rd</sup> day of December, 2020.

*Mark Soloway*  
Notary Public's Signature

**To be completed by State Agency:**  
Date Received by State Agency: \_\_\_\_\_  
Date submitted to Ethics Commission: \_\_\_\_\_  
Governmental agency submitting Disclosure: \_\_\_\_\_



STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

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

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

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

**DEFINITIONS:**

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

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

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

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

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: AMG Healthcare Services, Inc.

Authorized Signature: *[Signature]* Date: 12/03/2020

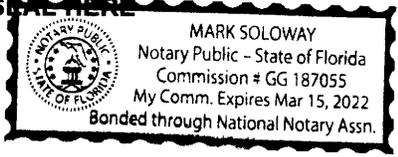
State of Florida

County of Broward, to-wit: 63

Taken, subscribed, and sworn to before me this 01 day of December, 2020.

My Commission expires 3/15/22, 2021.

**AFFIX SEAL HERE**



**NOTARY PUBLIC** *[Signature]*



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/01/2020

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

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

<b>PRODUCER</b>		<b>CONTACT NAME:</b> Ismaray Gonzalez	
Optisure Risk Partners LLC		<b>PHONE (A/C, No, Ext):</b> (305) 363-6924	<b>FAX (A/C, No):</b> (305) 279-9006
8000 SW 117th Ave Suite PHB-3		<b>E-MAIL ADDRESS:</b> Ismaray.Gonzalez@Optisure.com	
Miami	FL 33183	<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> AXIS Surplus Insurance Company	<b>NAIC #</b> 26620
		<b>INSURER B:</b> Infinity Insurance company	
		<b>INSURER C:</b> Nautilus Insurance Co	17370
		<b>INSURER D:</b> AXIS Surplus Insurance Company	26620
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	
<b>INSURED</b>			
AMG Healthcare Services, Inc.			
1914 NW 84th Avenue			
Doral	FL 33126		

**COVERAGES**

CERTIFICATE NUMBER: CL2052911646

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			ESC71199	05/24/2020	05/24/2021	EACH OCCURRENCE	\$ 1,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:							MED EXP (Any one person)	\$ 5,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY	\$ 1,000,000	
	OTHER:						GENERAL AGGREGATE	\$ 2,000,000	
							PRODUCTS - COMP/OP AGG	\$ 2,000,000	
								\$	
B	<b>AUTOMOBILE LIABILITY</b>			509820048290001	06/26/2020	06/26/2021	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$	
	<input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident)	\$	
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$	
								\$	
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			AN086980	05/24/2020	05/24/2021	EACH OCCURRENCE	\$ 5,000,000	
	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE	\$ 5,000,000	
	DED	RETENTION \$						\$	
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						PER STATUTE	OTHE-R	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N	N / A				E.L. EACH ACCIDENT	\$	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$	
							E.L. DISEASE - POLICY LIMIT	\$	
D	Business personal property			ESC73109	05/24/2020	05/24/2021	Deductible	1,000	
							Special	20,000	
							Wind /Hail	5% Deductible	

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

**CERTIFICATE HOLDER****CANCELLATION**

WN DHHR 230 Heavner Ave  Elkins WV 26241	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/7/2020

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

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

<b>PRODUCER</b> Morris & Reynolds Inc. 14821 South Dixie Highway Miami FL 33176	<b>CONTACT NAME:</b> Tee Burton <b>PHONE (A/C. No. Ext):</b> 305-238-1000 <b>E-MAIL ADDRESS:</b> tee@morrisandreynolds.com	<b>FAX (A/C. No):</b> 305-255-9643
	<b>INSURER(S) AFFORDING COVERAGE</b>	
License#: L052644 AMGHEAL-02	<b>INSURER A:</b> TDC Specialty Insurance Compan	34487
<b>INSURED</b> AMG Healthcare Services, Inc. 1914 NW 84th Ave Doral, FL 33126	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**

CERTIFICATE NUMBER: 143321479

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		MFP013192000	12/2/2020	3/26/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability Retroactive Date: 03/26/2014			MFP013192000	3/26/2020	3/26/2021	Each Claim \$ 1,000,000 Aggregate \$ 3,000,000

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

WV DHHR is included as additional insured on General Liability policy per form #HPE-000006-04-18, Additional Insured Endorsement - Insuring Agreement (B) only, subject to the policy terms and conditions.

**CERTIFICATE HOLDER****CANCELLATION**

WV DHHR  
 230 Heavner Ave.  
 Elkins, WV 26241

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

AUTHORIZED REPRESENTATIVE

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 <p><b>TDC SPECIALTY UNDERWRITERS</b> The Doctors Company Group</p>	<p><b>Underwritten by: TDC Specialty Insurance Company</b> 1050 K Street, Suite 400 Washington, DC 20001 <b>Servicing Address: 29 Mill Street</b> Unionville, CT 06085</p>
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ENDORSEMENT NO. 13  
ADDITIONAL INSURED ENDORSEMENT – INSURING AGREEMENT (B) ONLY

This Endorsement, effective at 12:01 a.m. on 12/02/2020, forms part of

Policy Number: MFP-01319-20-00  
 Issued to: AMG Healthcare Services, Inc  
 Issued by: TDC Specialty Insurance Company

In consideration of the premium charged:

- (1) Solely for the purposes of the coverage afforded under INSURING AGREEMENT (B) of this Policy, the term “**insured**,” as defined in Section II DEFINITIONS of this Policy, is amended to include the entity(ies) (including its employees) or person(s) scheduled below with whom/which **you** have a written agreement to provide such entity(ies) or person(s) additional insured status under this Policy (each, an “Additional Insured”), but solely with respect to any liability imposed or sought to be imposed on such Additional Insured as a result of an act, error or omission of an original **insured** committed or allegedly committed subsequent to the execution of such agreement and during that period of time when **you** have agreed to provide the Additional Insured with such status under this Policy.
- (2) No coverage will be available under this Policy for that portion of **damages** or **defense costs** for any **claim** against an Additional Insured based solely upon the actual or alleged acts, errors or omissions of, or the actual or alleged independent or direct liability of, an Additional Insured.
- (3) If a written agreement between **you** and an Additional Insured exists providing indemnity in favor of such Additional Insured, the amount, extent and scope of coverage available under this Policy to such Additional Insured will be no greater than the amount, extent and scope of indemnification available to such Additional Insured as agreed to by **you** in such agreement.
- (4) It is understood and agreed that the Additional Insured(s) scheduled below shall share in the applicable Limits of Liability set forth in ITEM 4.B. of the Declarations.

SCHEDULE

Additional Insured(s):

WV DHHR

All other terms, conditions and limitations of this Policy shall remain unchanged.