

SOLE SOURCE DETERMINATION

The Purchasing Division has been requested to approve a sole source purchase for the commodity or service described below. Pursuant to West Virginia Code 5A-3-10c, the Purchasing Division is attempting to determine whether the commodity or service is a sole source procurement. If you believe your company meets the required experience and qualification criteria stated below, please e-mail the Purchasing Division at team@wvadmin.gov to express your interest in the project. Please forward any and all information that will support your company's compliance with required qualification and eligibility criteria along with any other pertinent information relative to this project to the Purchasing Division no later than February 9, 2007.

Requisition Number: NRS070001

Department/Agency: West Virginia Center for Nursing

Detailed Description of the Project: Software and training for improving nurse retention utilizing career PACE (technology-based professional practice program).

Proposed Sole Source Vendor: AssistMed, Inc.

Specific Eligibility Criteria: The proposed system must clearly define the clinical practice levels with distinct, observable, differences applicable in a nurse's daily work. System must be accessible from any computer with internet access from anywhere in the world.

Specific Qualification Criteria: Must be tailored specifically to nursing.

State of West Virginia
Purchasing Division



PURCHASE REQUISITION

Requisition No. <u>NRS070001</u>	Buyer RP	Requisition Date 12/19/06
Agency/Invoice To: West Virginia Center for Nursing 1018 Kanawha Boulevard, East Suite 901 Charleston, West Virginia 25301	TEAM Code <u>NRS</u>	WVFIMS Document # P16887
Agency/Ship To: AssistMed, Inc 7095 Hollywood Boulevard Suite690 Los Angeles, California 90028	TEAM Code _____ <i>No Registered</i>	Suggested Vendors: 1. Halogen Software 2. Ceridian 3. Lawson <i>Additional Vendors on Reverse Side</i>
This Section Only For: Releases, Direct Purchases, Emergency Purchases and Agreements		PURCHASING DIVISION'S USE ONLY Commodity Code: _____ Instructions: _____
Vendor Name and Address:		
WVFIMS Vendor #	TEAM Vendor #	
Terms	F.O.B.	

Item No.	Quantity	Description	Unit Price	Amount
		Software and Training <i>Type of Purchase</i>		
		Improving Nurse Retention Utilizing CareerPACE (technology-based professional practice program)		
		A. Training		
		B. Contract		

Authorized Signature: *Diane L Ngyw*
 Title: Executive Director
 Telephone: 1.304.558.0838

Total Estimated Value of this Requisition: _____
 Maximum Budgeted Amount: \$100,000

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 PURCHASING DIVISION
 STATE OF WV

AGREEMENT

THIS AGREEMENT is dated the 8th day of December, 2006, by and between AssistMed, Inc., hereinafter referred to as AssistMed and the West Virginia Center for Nursing, hereinafter referred to as WVCN.

WITNESSETH

1. Services. WVCN hereby engages AssistMed to perform the services described in APPENDIX A, attached hereto and made part hereof. In case of any conflict between the terms of this Agreement and APPENDIX A, the terms of this Agreement shall govern.

2. Term of Agreement. This Agreement shall be effective as of 8 December 2006, and shall terminate on 8 December 2007, unless terminated sooner as set forth in Section 3 of this Agreement.

3. Termination. Either party shall have the right to terminate this Agreement with or without cause upon their (30) days written notice to the other party. If WVCN notifies AssistMed of termination, AssistMed shall immediately discontinue work under this Agreement and shall issue a final invoice to WVCN for fees and expenses incurred prior to AssistMed's receipt of such notice of termination. WVCN shall pay such invoice within sixty-days (60) unless WVCN notifies AssistMed of a good-faith dispute pertaining to the fees and expenses covered under such invoice.

Fees, Expenses, and Payment. WVCN will pay AssistMed for those services as delineated in Appendix A number 4 as organizations are brought on—line. Additional payment will be made as facilities and nurses are recruited to participate to a total of 4 facilities and 750 nurses up to :

WVCN shall not be responsible for paying for travel, meals, lodging, and telephone incurred by AssistMed in performing its services hereunder. AssistMed shall provide WVCN with an invoice for fees and expenses in such detail and format as

specified by WVCN and set forth in APPENDIX B, attached hereto and made a part hereof. Any content revision and/or technology development required/requested by a facility would need to be approved by WVCN, and that a full proposal relative to cost would need to be presented by AssistMed prior to consideration.

4. Independent Contractor. WVCN and AssistMed agree that AssistMed will act as an independent contractor in the performance of duties under this Agreement. Accordingly, AssistMed shall be responsible for payment of all taxes including Federal, State, and local taxes arising out of AssistMed's activities in accordance with this Agreement, including, by way of illustration but not limitation, Federal and State income tax, Social Security tax, unemployment insurance tax, and any other taxes or business license fees which are required. Furthermore, AssistMed shall have no power or authority to act in behalf of WVCN or bind or obligate WVCN to any contract or commitment.

5. Confidential Information. AssistMed agrees that any information received by AssistMed during the performance of any of AssistMed's obligations in accordance with this Agreement, which concerns the business, procedures, operations, medical, legal, or other affairs of WVCN, will be treated by AssistMed as confidential information, and will not be revealed to any other persons, firms, or organizations, unless required by applicable law or court order. All documents, reports, manuals and other information produced or used by AssistMed in connection with this Agreement shall be the property of WVCN and shall not be divulged by AssistMed to any third party without the written consent of WVCN.

6. Notices. Any notices required to be given under this Agreement shall be in writing and transmitted by registered mail, return receipt requested, addressed as follows:

If to AssistMed, Inc.:

AssistMed Inc.

7095 Hollywood Blvd, No. 690

Los Angeles, CA 90045

If to WVCN:

Duane F. Napier, Executive Director

WV Center for Nursing

1018 Kanawha Boulevard, East, Suite 700

Charleston, WV 25301

Or to such other address as either party designates by notice to the other in writing pursuant to this paragraph 7.

7. Applicable Law. All questions pertaining to the validity, construction or performance hereof shall be governed by and interpreted according to the laws of the State of West Virginia. Any action brought by either party against the other shall be brought in the Circuit Court of Kanawha County, West Virginia, and the parties hereby consent to the jurisdiction of said Court.
8. Medicare Access to Records. In the event that Section 952 of the Omnibus Reconciliation Act of 1980 (Public Law 96-499), or any subsequent law of like import, is applicable to this Agreement (this contract or series of contracts contemplates the provision of services at a total value or cost of \$100,000 in a twelve-month period), AssistMed agrees that:
- a. Until the expiration of five (5) years after the furnishing of services pursuant to this Agreement, AssistMed shall make available, upon written request, to the

WV Center for Nursing, or upon request to the Comptroller General, or any of their duly authorized representatives, this Agreement, and all books, documents and records of AssistMed that are necessary to verify the nature and extent of such costs; and

- b. If AssistMed carries out any of its duties under the Agreement through a permitted subcontract, with a value or cost of _____ e over a twelve-month period, with a related organization, such subcontract shall contain a clause to the affect that until the expiration of five (5) years after the furnishing of such services, pursuant to such subcontract, the related organization shall make available, upon written request to the WV Center for Nursing, or upon request to the Comptroller General, or any of their duly authorized representatives, the subcontract, and all books, documents and records of such organization that are necessary to verify the nature and extent of such costs.
9. Indemnification. Each party agrees to indemnify, defend and hold harmless the other party, and their respective trustees, directors, officers, employees, and agents from and against any and all claims, causes of action and liabilities, and all expenses (including, but not limited to reasonable attorneys' fees) associated therewith, which the other party may sustain or incur as a result of the indemnifying party's negligent or illegal acts or omissions.
10. Binding Effect. This Agreement shall be binding upon any assignee and successors in interest of the parties, but may not be assigned by either party without the advance written consent of the other.
11. Entire Agreement. This Agreement, including Appendix A, embodies the entire understanding of WVCN and AssistMed with respect to the subject matter hereof. Any and all prior correspondence, conversations or memoranda are replaced by this Agreement and are without effect hereon. No promises, covenants or

representations of any kind, character or nature other than those expressly stated herein have been made to induce either party to enter into this Agreement.