



Health Care Staffing Services Certification by The Joint Commission



Aureus Medical Group
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TECHNICAL PROPOSAL

Solicitation MMB1600000005

Locum Tenens Psychiatric Physicians & Nurse Practitioners

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12/10/15 10:19:25
WV Purchasing Division



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December 9, 2015

Ms. April Battle, Buyer 51
State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street, East
Charleston, WV 25305-0130

Dear Ms. Wagner:

RE: Solicitation MMB1600000005 - Locum Tenens Psychiatric Physicians & Nurse Practitioners

In response to the above-referenced request, we are attaching our SEALED BID for this Solicitation. We have prepared a **Technical Proposal** with Past Performance, and **Cost Proposal** in response to this Solicitation. We have a Table of Contents in front of each, with a convenience copy of the set.

We have been a steady supplier of nursing staff for the Mildred Mitchell Bateman Hospital since May of 2009, and are currently serving there under BHS 14022K with 4 providers.

We look forward to serving the State of West Virginia with Nurse Practitioners, providing the quality service and personnel we are known for.

Thank you for this opportunity!

Sincerely,

Roxanne L. Stanard
Director, Medical Operations
Aureus Medical
402-891-1118, Ext. 6009
rstanard@aureusmedical.com

REQUEST FOR QUOTATION
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Locum Tenens Psychiatric Physician(s)/Nurse Practitioner(s)

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of WVDHHR/Bureau for Behavioral Health & Health Facilities (Bureau), to establish a contract for an open end “Locum Tenen” Psychiatric Physicians and Nurse Practitioners services to comply with staffing needs of the Bureau’s facility:

Mildred-Mitchell Bateman Hospital (MMBH) is a 110 bed acute care state supported psychiatric hospital located at 1530 Norway Avenue, Huntington, West Virginia 25705.

The purpose of this request is to obtain multiple vendors to provide “locum tenens” Psychiatric Physicians(s) and/or Nurse Practitioners licensed to practice in the State of West Virginia in the acute, sub-acute (including geriatric patients) and forensic units at MMBH.

MMBH prefers Nurse Practitioners with psychiatric specific credentials such as “Psychiatric-Mental Health Nurse Practitioner (PMHNP).

This shall be a progressive award contract and the award will be made to each vendor demonstrating their ability to meet all minimum requirements set forth in this request for quotation. Each vendor meeting the minimum requirements of the request will be awarded a contract in a progressive utilization award format, meaning, low bid will be designated as XXXXXA, next lowest bid will be designated as XXXXXB, and so on. If vendor “A” cannot provide any/all services requested, Agency will go to vendor “B”, and so on until the need is satisfied.

Split awards *will* be considered should the vendor only be able to provide Psychiatric Physician(s) and not the Nurse Practitioner(s) *or* if they are only able to provide Nurse Practitioner(s) and not the Psychiatric Physician(s) *or* if the vendor can only provide services at one of the two facilities and not the other.

The vendor will observe the following federal holidays for the purposes of proposing the hourly rate of pay per commodity line category:

New Year’s Day	Independence Day	Thanksgiving Day
Martin Luther King Day	Labor Day	Christmas Day
President’s Day	Columbus Day	

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Memorial Day

Veteran's Day

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

2.1 **"Contract Services"** means an open end "locum tenen" Psychiatric Physicians and Nurse Practitioners services as more fully described in these specifications.

2.1.1 Psychiatric Physicians base hourly rate

Base rate, not beyond forty hours, not holiday, not "standby"

2.1.2 Psychiatric Physicians overtime hourly rate

Hours in excess of 40 base rate hours per week.

2.1.3 Psychiatric Physicians "standby" hourly rate

Amount paid per hour for the availability of Psychiatric Physicians. Rate will be billable for any hours the physician is requested to be "on-call", includes any hours after "routine" shift, overnight, and weekends.

2.1.4 Psychiatric Physicians holiday "standby" hourly rate

Amount paid per hour for the availability of Psychiatrists during designated holidays. Rate will be billable for any hours the physician is requested by the awarding to be "on-call" during the holidays set forth above and below.

2.1.4.1

New Year's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Friday after Thanksgiving

Christmas Day.

2.1.5 Psychiatric Physicians holiday hourly rate

Holiday rate, not beyond forty hours, not base, not "standby"

2.1.6 Psychiatric Physicians

Permanent placement of a Physician(s) with the hospital

2.1.7 Nurse Practitioner hourly rate

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- 2.1.8 Base rate, not beyond forty hours, not holiday, not “standby”
Nurse Practitioner overtime hourly rate
Hours in excess of 40 base rate hours per week
- 2.1.9 Nurse Practitioner “standby” hourly rate
Amount paid per hour for the availability of Nurse Practitioner. Rate will be billable for any hours the Nurse Practitioner is requested to be “on-call”, includes any hours after “routine” shift, overnight, and weekends.
- 2.1.10 Nurse Practitioner holiday “standby” hourly rate
Amount paid per hour for the availability of Nurse Practitioner during designated holidays. Rate will be billable for any hours the physician is requested by the awarding to be “on-call” during the holidays set forth above and below.
- 2.1.10.1
New Year’s Day Memorial Day Independence Day
Labor Day Thanksgiving Day Friday after Thanksgiving
Christmas Day.
- 2.1.11 Nurse Practitioner holiday hourly rate
Holiday rate, not beyond forty hours, not base, not “standby”
- 2.1.12 Nurse Practitioner
Permanent placement of a Nurse Practitioner(s) with the hospital
- 2.2 **“Pricing Page”** means the pages, contained wvOASIS or attached hereto as Exhibit A, upon which Vendor should list its proposed price for the Contract Services.
- 2.3 **“Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
- 2.4 **“DEA”** means Drug Enforcement Administration.
- 2.5 **“EHR”** means Electronic Health Records.
- 2.6 **“MMBH”** means Mildred Mitchell-Bateman Hospital

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2.7 "PMHNP" means Psychiatric-Mental Health Nurse Practitioner

3. **QUALIFICATIONS:** Vendor must maintain primary source verification documentation that all personnel placed under this agreement meet the following minimum qualifications:

3.1 PSYCHIATRIC PHYSICIANS:

- 3.1.1 Psychiatric Physicians must have completed an accredited three (3) year residency program in psychiatry or equivalent.
- 3.1.2 Psychiatric Physicians must have a minimum of nine (9) months of psychiatry practice (can be during residency).
- 3.1.3 Psychiatric Physicians must be Board eligible/certified in psychiatry.
- 3.1.4 Psychiatric Physicians must have a current West Virginia Board of Medicine license at the time of placement and throughout the service period.
- 3.1.5 Psychiatric Physicians must have a current DEA Certificate at the time of placement and throughout the service period.

3.2 NURSE PRACTITIONERS:

- 3.2.1 Nurse Practitioners must have completed certification as a Psychiatric-Mental Health Nurse Practitioner (PMHNP) **OR** advanced practice Nurse Practitioner with a minimum of two (2) years of experience in psychiatry or equivalent.
- 3.2.2 Advance Practice Nurse Practitioners must have a current West Virginia Nursing License at the time of placement and throughout the service period.

4. MANDATORY REQUIREMENTS:

- 4.1 **Mandatory Contract Services Requirements and Deliverables:** Contract Services must meet or exceed the mandatory requirements listed below.

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Vendor shall monitor, assure and document the competency of the staff assigned to provide the aforementioned services to Mildred Mitchell-Bateman Hospital (MMBH) and will provide documentation of such, when requested.

- 4.1.1** Psychiatric Physicians and /or Nurse Practitioners shall lead treatment teams for all assigned patients, do consultations, and perform physical examinations when needed. Documentation will be created in the EHR for each service provided.
- 4.1.2** Psychiatric Physicians and/or Nurse Practitioners shall perform and dictate initial psychiatric evaluations upon new patient admission.
- 4.1.3** Psychiatric Physicians and/or Nurse Practitioners shall refer patients to other disciplines if clinically indicated.
- 4.1.4** Psychiatric Physicians and/or Nurse Practitioners shall create progress notes, perform medication reviews, assess and document mental status, and generate any other reports as needed per Medical Staff rules in the EHR or as a free standing document as required.
- 4.1.5** Psychiatric Physicians shall provide psychiatric consultation when requested.
- 4.1.6** Psychiatric Physicians shall generate, read, review and dictate discharge summaries.
- 4.1.7** Psychiatric Physicians shall testify in patient commitment hearings or other legal matters, when needed.
- 4.1.8** Psychiatric Physicians shall meet with family members and other individuals designated and approved by the patient and hospital both in person and via telephone regarding patient status.
- 4.1.9** Psychiatric Physicians and/or Nurse Practitioners shall attend internal and external meetings, as required.

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- 4.1.10** Psychiatric Physicians and/or Nurse Practitioners must arrive and be ready to work at the designated/scheduled time. Time sheets shall be provided to the hospital on a weekly basis and shall reflect the actual hours worked or available in a “standby” capacity. Time sheets will be verified by MMBH Administration before payment processing can begin.
- 4.1.11** Psychiatric Physicians and/or Nurse Practitioners must be within forty-five (45) minutes of MMBH during all hours billed as “standby” hours in order to be able to respond to any emergency that may arise. The Psychiatric Physicians shall not be required to remain at the hospital during their “standby” periods, however, on-call areas will be available if the Psychiatric Physicians and/or Nurse Practitioners choose to remain at the facility.
- 4.1.12** Psychiatric Physicians and/or Nurse Practitioners must apply and become credentialed and privileged by the hospital. This must be done prior to starting work at the facility.
- 4.1.13** Psychiatric Physicians and/or Nurse Practitioners must make rounds among the patients and provide services as needed, twenty-four (24) hours per day, seven (7) days per week including holidays, weekends, overnights and all periods scheduled for “standby”.
- 4.1.14** Vendor must provide coverage for extended or limited time periods. No minimum or maximum number of days of coverage will be allowed.
- 4.1.15** Psychiatric Physicians and/or Nurse Practitioners must be present when scheduled and available “on-call” at times scheduled by the Clinical Director.

Each Facility will:

- A.** Provide the vendor with Specific positions for recruitment purposes.
- B.** Provide an adequate orientation for each locum tenens.
- C.** Provide work schedule for locum tenens.

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D. Provide vendor a written evaluation of locum tenens.

E. Agree not to offer permanent employment to locum tenens provided by vendor until the completion of the current assignment and to pay a placement fee, to the vendor for hiring of any vendor's locum tenens referred or contracted to the hospital within 6 months of time of vendor's original placement of the Physicians.

5. CONTRACT AWARD:

5.1 Contract Award: The Contract is intended to provide Agency with a purchase price for the Contract Services. This shall be a progressive award contract and the award will be made to each vendor demonstrating their ability to meet all minimum requirements set forth in this request for quotation. Each vendor meeting the minimum requirements of the request will be awarded a contract in a progressive utilization award format, meaning low bid will be designated as XXXXXA; next lowest bid will be designated as XXXXXB, and so on.

If vendor "A" cannot provide any/all services requested, Agency will go to vendor "B", and So on until the need is satisfied.

Split awards *will* be considered should the vendor only be able to provide Psychiatric Physician and not the Nurse Practitioner or if they are only able to provide Nurse Practitioner and not the Psychiatric Physician.

5.1 Pricing Page: Vendor should complete the Pricing Page by completing all "blank" fields with a fixed rate for the services described. 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.

Vendor should type or electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document.

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.

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- 7. PAYMENT:** Agency shall pay the monthly invoice, in arrears, as shown on the Pricing Pages, for all Contract Services performed and accepted under this Contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.
- 8. TRAVEL:** Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the flat fee or hourly rate listed on Vendor's bid, but such costs will not be paid by the Agency separately.
- 9. 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.

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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.

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

10.2.1 Immediate cancellation of the Contract.

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

10.2.3 Any other remedies available in law or equity.

11. MISCELLANEOUS:

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

Contract Manager: Staci Neneman

Telephone Number: 402.891.1118, Ext. 6477

Fax Number: 402.895.7812

Email Address: sneneman@aureusmedical.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: Aureus Medical

Name of Associate: _____

Signature: [Handwritten Signature]

Signature: _____

Title: Director

Title: _____

Date: 12.9.15

Date: _____

Form - WVBA-012004
Amended 08.26.2013

We will require all Associates
to sign upon acceptance by the
WV Division of Health.

APPROVED AS TO FORM THIS 26th
DAY OF Jan 20 13
BY [Signature]
Patrick Morisey
Attorney General

Appendix A

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

Name of Associate: Roxanne Steward for Arcus Medical Group

Name of Agency: Arcus Medical Group
(Arcus Healthcare One, LLC)

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

It is not our policy to handle any PHI as a part of our firm's administration, and we do not allow our associates to share any PHI with us relative to their assignments.

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.

Roxanne Steward
12.9.15

GENERAL TERMS AND CONDITIONS:

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

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

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

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

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

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

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

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

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

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

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

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

Term Contract

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

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

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

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

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

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

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

Other: See attached.

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

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

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

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

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

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

6. 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.

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

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

BID BOND: All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

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

LABOR/MATERIAL PAYMENT BOND: The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

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

INSURANCE: The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:

Commercial General Liability Insurance: In the amount of \$1,000,000.00 or more.

Builders Risk Insurance: In an amount equal to 100% of the amount of the 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 above.

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.

Physician - Board Certified in Psychiatry and WV Board of Medicine License

Physician - Current DEA Certificate

Nurse Practitioner - Board Certified in Nursing

Nurse Practitioner - WV Nursing License

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.

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

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

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

N/A

for N/A

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

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

13. 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.

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. 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.

16. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules §§ 148-1-6.1.e.

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

18. 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.

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

20. PREVAILING WAGE: Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage requirements are applicable.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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>.

30. 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.

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

32. 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.

33. 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.

34. 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.

35. 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.

36. 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.

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

38. 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.

39. 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.

40. 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.

41. 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.

42. 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.

43. 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.

CERTIFICATION AND SIGNATURE PAGE

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.

Aurcus Medical Group (Aurcus Healthcare One, LLC)
(Company)

William J Howard, Director, Medical Operations
(Authorized Signature) (Representative Name, Title) & Quality Assurance

402.891.1118, Ext. 6009 12.9.15
(Phone Number) (Fax Number) (Date)

Fax: 402.895.7812

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: MMB1600000005

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.

Atrius Medical Group (Atrius HealthCare One, LLC)
Company

 Director, Medical Operations
Authorized Signature * Quality Assurance

402.891.1118, Ext. 6009 12.9.15
Date Fax: 402.895-7812

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

SOLICITATION NUMBER: CRFQ 0506 MMB1600000005
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 answer the technical questions submitted by vendors.

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

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: MMB1600000005

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.

Aucus Medical Group (Aucus Healthcare One, LLC)
Company


Authorized Signature

12.9.15
Date

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

Revised 6/8/2012



Health Care Staffing Services Certification by The Joint Commission



Aureus Medical Group
13609 California Street
Omaha, Nebraska 68130
1.800.456-5857
Ph: 402.891.1118
Fax: 402.895.7812
www.aureusmedical.com

COST PROPOSAL

Solicitation MMB1600000005

Locum Tenens Psychiatric Physicians & Nurse Practitioners

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Presentation Letter
CRFQ 0506 Pricing Page
Final CFRQ Form – Request for Quotes



Health Care Staffing Services Certification by The Joint Commission



Aureus Medical Group
13609 California Street
Omaha, Nebraska 68130
1.800.456-5857
Ph: 402.891.1118
Fax: 402.895.7812
www.aureusmedical.com

December 9, 2015

Ms. April Battle, Buyer 51
State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street, East
Charleston, WV 25305-0130

Dear Ms. Wagner:

RE: Solicitation MMB1600000005 - Locum Tenens Psychiatric Physicians & Nurse Practitioners

In response to the above-referenced request, we are attaching our SEALED BID for this Solicitation. We have prepared a **Technical Proposal** with Past Performance, and **Cost Proposal** in response to this Solicitation. We have a Table of Contents in front of each, with a convenience copy of the set.

We have been a steady supplier of nursing staff for the Mildred Mitchell Bateman Hospital since May of 2009, and are currently serving there under BHS 14022K with 4 providers.

We look forward to serving the State of West Virginia and Mildred Mitchell Hospital with Nurse Practitioners, providing the quality service and personnel we are known for. We will not be including Psychiatric Physicians in our bid proposal.

Thank you for this opportunity!

Sincerely,

Roxanne L. Stanard
Director, Medical Operations
Aureus Medical
402-891-1118, Ext. 6009
rstanard@aureusmedical.com

Pricing Page

CRFQ 0506 MMB1600000005

Aureus Healthcare One, LLC 13609 California Street Omaha, NE 68154

Vendor Name and Purchase Order Address

Aureus Healthcare One, LLC 13609 California Street Omaha, NE 68154

Vendor Name and Remit-To Address

402-891-1118	402-895-7812	Contact Jessica Jones jjones@areusmedical.com
--------------	--------------	--

Telephone

Fax

E-mail

Roxanne Stanard,
Director of Medical Operations



12/09/15

Vendor Authorized Representative (Printed)

Vendor Authorized Representative (Signature)

Date

Pricing Page
CRFQ 0506 MMB1600000005

Note: Any anticipated travel must be incorporated into the vendor’s fee. No travel will be reimbursed by the State and is the sole responsibility of the vendor. Physician housing should be included in the vendor’s fee. If the vendor has additional charges they wish to be reimbursed for, the vendor must include the charges in the vendor’s fee or they will not be allowed. There will be no minimum number of weeks per assignment.

<u>Quantity</u>	<u>Description</u>	<u>Unit Cost</u>	<u>Total Extended Cost</u>
2.1.1 2080 hours	Psychiatric Physician hourly rate *Base hourly rate, not beyond forty (40) hours, not holiday or “standby”	\$ _____	\$ _____
2.1.2 520 hours	Psychiatric Physician Overtime hourly rate *Hours in excess of forty (40) base rate hours per week	\$ _____	\$ _____
2.1.3 75 hours	Psychiatric Physician “standby” hourly rate *Amount paid per hour for the availability of Psychiatric Physicians. Rate will be billable for any hour the physician is requested to be “on-call”, includes any hours after “routine” shift, overnight, and weekends.	\$ _____	\$ _____
2.1.4 100 hours	Psychiatric Physician holiday “standby” hourly rate *Amount paid per hour for the availability of Psychiatric Physicians. Rate will be billable for any hour the physician is requested to be “on-call” during the holidays set forth in Section 1 and Section 2.1.4.1 in the specifications	\$ _____	\$ _____
2.1.5 80 hours	Psychiatric Physician holiday hourly rate *Holiday rate, not beyond forty (40) hours, not base, not “standby”	\$ _____	\$ _____
Psychiatric Physicians Grand Total			\$ _____ (A)
2.1.6	Psychiatric Physician Permanent Placement Fee: \$ _____, one-time fee per each (if any) permanently placed physician by vendor. **This fee <i>will not</i> be considered in the evaluation and award of this contract.		
2.1.7 2080 hours	Nurse Practitioner hourly rate *Base hourly rate, not beyond forty (40) hours, not holiday or “standby”	\$ 105.00/hr.	\$ 218,400.00
2.1.8 520 hours	Nurse Practitioner Overtime hourly rate	\$ 157.50/hr	\$ 81,900.00

Pricing Page

CRFQ 0506 MMB1600000005

*Hours in excess of forty (40) base rate hours per week

2.1.9	75 hours	Nurse Practitioner “standby” hourly rate *Amount paid per hour for the availability of Nurse Practitioner. Rate will be billable for any hour the Nurse Practitioner is requested to be “on-call”, includes any hours after “routine” shift, overnight, and weekends.	\$ <u>5.40/hr.</u>	\$ <u>405.00</u>
2.1.10	100 hours	Nurse Practitioner “standby” holiday hourly rate *Amount paid per hour for the availability of Nurse Practitioner. Rate will be billable for any hour the Nurse Practitioner is requested to be “on-call”, during the holidays set forth in Section 1 and Section 2.1.4.1 in the Specifications.	\$ <u>8.10/hr.</u>	\$ <u>810.00</u>
2.1.11	80 hours	Nurse Practitioner holiday hourly rate *Holiday rate, not beyond forty (40) hours, not base, not “standby”	\$ <u>157.50/hr.</u>	\$ <u>12,600.00</u>

Nurse Practitioner Grand Total \$ 314,115.00 (B)

OVERALL GRAND TOTAL (A + B) \$ 314,115.00

2.1.12 Nurse Practitioner Permanent Placement Fee: \$ 18,000.00, one-time fee per each (if any) permanently placed physician by vendor.
**This fee *will not* be considered in the evaluation and award of this contract.

*****The number of hours is only an estimate to be used for the bid, we may require more/less hours than stated above.***

This shall be a progressive award and will be made according to each qualifying vendor’s bid response and lowest costs. Low bid will be designated as “A”; next lowest bid will be “B”, and so on. Agency will contact vendor “A” first to provide their needs, if vendor “A” cannot provide services, agency will go to vendor “B” and so on.

Split awards *will* be considered should the vendor only be able to provide Psychiatric Physician and not the Nurse Practitioner or if they are only able to provide Nurse Practitioner and not the Psychiatric Physician.



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

State of West Virginia
 Request for Quotation
 34 - Service - Prof

Proc Folder: 134412

Doc Description: ADDENDUM #1 - LOCUM TENENS PSYCH PHYS & NURSE PRACT

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2015-12-03	2015-12-10 13:30:00	CRFQ 0506 MMB1600000005	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:

Aureus Medical Group (Aureus Healthcare One, LLC)
 13609 California Street
 Omaha, NE 68154 Phone: 402.891.1118

FOR INFORMATION CONTACT THE BUYER

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

Signature X

FEIN # 47-0592910

DATE 12.9.15

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

ADDITIONAL INFORMATION:

ADDENDUM #1 - TO PROVIDE RESPONSES TO TECHNICAL QUESTIONS SUBMITTED BY VENDORS.

INVOICE TO		SHIP TO	
PROCUREMENT OFFICER - 304-525-7801 HEALTH AND HUMAN RESOURCES MILDRED MITCHELL - BATEMAN HOSPITAL PO BOX 448 HUNTINGTON WV25709 US		PROCUREMENT OFFICER - 304-525-7801 HEALTH AND HUMAN RESOURCES MILDRED MITCHELL-BATEMAN HOSPITAL 1530 NORWAY AVE HUNTINGTON WV 25705 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	PSYCHIATRIC PHYSICIAN HOURLY RATE	2080.00000	HOUR	N/A	N/A - NO BID

Comm Code	Manufacturer	Specification	Model #
85101604	Aureus Healthcare One, LLC		

Extended Description :

ADDENDUM #1 - SECTION 2.1.1 PSYCHIATRIC PHYSICIAN HOURLY RATE.*BASE HOURLY RATE*NOT TO BEYOND FORTY (40) HOURS.*NOT HOLIDAY HOURS*NOT STANDBY HOURS

INVOICE TO		SHIP TO	
PROCUREMENT OFFICER - 304-525-7801 HEALTH AND HUMAN RESOURCES MILDRED MITCHELL - BATEMAN HOSPITAL PO BOX 448 HUNTINGTON WV25709 US		PROCUREMENT OFFICER - 304-525-7801 HEALTH AND HUMAN RESOURCES MILDRED MITCHELL-BATEMAN HOSPITAL 1530 NORWAY AVE HUNTINGTON WV 25705 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	PSYCHIATRIC PHYSICIAN OVERTIME HOURLY RATE	520.00000	HOUR	N/A	N/A - NO BID

Comm Code	Manufacturer	Specification	Model #
85101604	Aureus Healthcare One, LLC		

Extended Description :

ADDENDUM #1 - SECTION 2.1.2 PSYCHIATRIC PHYSICIAN OVERTIME HOURLY RATE*HOURS IN EXCESS OF FORTY (40) BASE RATE HOURS PER WEEK.

INVOICE TO		SHIP TO	
PROCUREMENT OFFICER - 304-525-7801 HEALTH AND HUMAN RESOURCES MILDRED MITCHELL - BATEMAN HOSPITAL PO BOX 448 HUNTINGTON WV25709 US		PROCUREMENT OFFICER - 304-525-7801 HEALTH AND HUMAN RESOURCES MILDRED MITCHELL-BATEMAN HOSPITAL 1530 NORWAY AVE HUNTINGTON WV 25705 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	PSYCHIATRIC PHYSICIAN STANDBY HOURLY RATE	75.00000	HOUR	N/A	N/A - NO BID

Comm Code	Manufacturer	Specification	Model #
85101604	Aureus Healthcare One, LLC		

Extended Description :

ADDENDUM #1 - SECTION 2.1.3 PSYCHIATRIC PHYSICIAN STANDBY HOURLY RATE*AMOUNT PAID PER HOUR FOR THE AVAILABILITY OF PSYCHIATRIC PHYSICIAN(S). *RATE WILL BE BILLABLE FOR ANY HOUR THE PHYSICIAN(S) IS REQUESTED TO BE "ON-CALL", INCLUDES ANY HOURS AFTER "ROUTINE" SHIFT, OVERNIGHT AND WEEKENDS.

INVOICE TO	SHIP TO
PROCUREMENT OFFICER - 304-525-7801 HEALTH AND HUMAN RESOURCES MILDRED MITCHELL - BATEMAN HOSPITAL PO BOX 448 HUNTINGTON WV25709 US	PROCUREMENT OFFICER - 304-525-7801 HEALTH AND HUMAN RESOURCES MILDRED MITCHELL-BATEMAN HOSPITAL 1530 NORWAY AVE HUNTINGTON WV 25705 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	PSYCHIATRIC PHYSICIAN HOLIDAY STANDBY HOURLY RATE	100.00000	HOUR	N/A	N/A - NO BID

Comm Code	Manufacturer	Specification	Model #
85101604	Aureus Healthcare One, LLC		

Extended Description :

ADDENDUM #1 - SECTION 2.1.4 PSYCHIATRIC PHYSICIAN*AMOUNT PAID PER HOUR FOR THE AVAILABILITY OF PSYCHIATRIC PHYSICIAN(S). *RATE WILL BE BILLABLE FOR ANY HOUR THE PHYSICIAN(S) IS REQUESTED TO BE "ON-CALL" DURING THE HOLIDAYS SET FORTH IN SECTION 1 AND SECTION 2.1.4.1 IN THE SPECIFICATIONS.

INVOICE TO	SHIP TO
PROCUREMENT OFFICER - 304-525-7801 HEALTH AND HUMAN RESOURCES MILDRED MITCHELL - BATEMAN HOSPITAL PO BOX 448 HUNTINGTON WV25709 US	PROCUREMENT OFFICER - 304-525-7801 HEALTH AND HUMAN RESOURCES MILDRED MITCHELL-BATEMAN HOSPITAL 1530 NORWAY AVE HUNTINGTON WV 25705 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	PSYCHIATRIC PHYSICIAN HOLIDAY HOURLY RATE	80.00000	HOUR	N/A	N/A - NO BID

Comm Code	Manufacturer	Specification	Model #
85101604	Aureus Healthcare One, LLC		

Extended Description :

ADDENDUM #1 - SECTION 2.1.5 PSYCHIATRIC PHYSICIAN*HOLIDAY RATE, NOT BEYOND FORTY (40) HOURS.*NOT HOLIDAY*NOT STANDBY

INVOICE TO		SHIP TO	
PROCUREMENT OFFICER - 304-525-7801 HEALTH AND HUMAN RESOURCES MILDRED MITCHELL - BATEMAN HOSPITAL PO BOX 448 HUNTINGTON WV25709 US		PROCUREMENT OFFICER - 304-525-7801 HEALTH AND HUMAN RESOURCES MILDRED MITCHELL-BATEMAN HOSPITAL 1530 NORWAY AVE HUNTINGTON WV 25705 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	PSYCHIATRIC PHYSICIAN PERMANENT PLACEMENT	1.00000	EA	N/A	N/A - NO BID

Comm Code	Manufacturer	Specification	Model #
85101604	Aureus Healthcare One, LLC		

Extended Description :
 ADDENDUM #1 - SECTION 2.1.6 PSYCHIATRIC PHYSICIAN PERMANENT PLACEMENT FEE*ONE TIME FEE PER EACH (IF ANY) PERMANENTLY PLACED PHYSICIAN(S) BY VENDOR.**THIS FEE WILL NOT BE CONSIDERED IN THE EVALUATION AND AWARD OF THIS CONTRACT.

INVOICE TO		SHIP TO	
PROCUREMENT OFFICER - 304-525-7801 HEALTH AND HUMAN RESOURCES MILDRED MITCHELL - BATEMAN HOSPITAL PO BOX 448 HUNTINGTON WV25709 US		PROCUREMENT OFFICER - 304-525-7801 HEALTH AND HUMAN RESOURCES MILDRED MITCHELL-BATEMAN HOSPITAL 1530 NORWAY AVE HUNTINGTON WV 25705 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	NURSE PRACTITIONER HOURLY RATE	2080.00000	HOURLY	\$105.00	\$218,400.00

Comm Code	Manufacturer	Specification	Model #
85101604	Aureus Healthcare One, LLC		

Extended Description :
 ADDENDUM #1 - SECTION 2.1.7 NURSE PRACTITIONER HOURLY RATE*BASE HOURLY RATE*NOT BEYOND FORTY (4) HOURS*NO HOLIDAY HOURS*NO STANDBY HOURS

INVOICE TO		SHIP TO	
PROCUREMENT OFFICER - 304-525-7801 HEALTH AND HUMAN RESOURCES MILDRED MITCHELL - BATEMAN HOSPITAL PO BOX 448 HUNTINGTON WV25709 US		PROCUREMENT OFFICER - 304-525-7801 HEALTH AND HUMAN RESOURCES MILDRED MITCHELL-BATEMAN HOSPITAL 1530 NORWAY AVE HUNTINGTON WV 25705 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	NURSE PRACTITIONER OVERTIME HOURLY RATE	520.00000	HOURLY	\$157.50	\$81,900.00

Comm Code	Manufacturer	Specification	Model #
85101604	Aureus Healthcare One, LLC		

Extended Description :

ADDENDUM #1 - SECTION 2.1.8 NURSE PRACTITIONER OVERTIME HOURLY RATE*HOURS IN EXCESS OF FORTY (4) HOURS PER WEEK.

INVOICE TO	SHIP TO
PROCUREMENT OFFICER - 304-525-7801 HEALTH AND HUMAN RESOURCES MILDRED MITCHELL - BATEMAN HOSPITAL PO BOX 448 HUNTINGTON WV25709 US	PROCUREMENT OFFICER - 304-525-7801 HEALTH AND HUMAN RESOURCES MILDRED MITCHELL-BATEMAN HOSPITAL 1530 NORWAY AVE HUNTINGTON WV 25705 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
9	NURSE PRACTITIONER STANDBY HOURLY RATE	75.00000	HOUR	\$5.40	\$405.00

Comm Code	Manufacturer	Specification	Model #
85101604	Aureus Healthcare One, LLC		

Extended Description :

ADDENDUM #1 - SECTION 2.1.9 NURSE PRACTITIONER STANDBY HOURLY RATES*AMOUNT PAID PER HOUR FOR THE AVAILABILITY OF NURSE PRACTITIONER.*RATE WILL BE BILLABLE FOR ANY HOUR THE NURSE PRACTITIONER IS REQUESTED TO BE "ON-CALL", INCLUDES ANY HOURS AFTER "ROUTINE" SHIFT, OVERNIGHTS AND WEEKENDS.

INVOICE TO	SHIP TO
PROCUREMENT OFFICER - 304-525-7801 HEALTH AND HUMAN RESOURCES MILDRED MITCHELL - BATEMAN HOSPITAL PO BOX 448 HUNTINGTON WV25709 US	PROCUREMENT OFFICER - 304-525-7801 HEALTH AND HUMAN RESOURCES MILDRED MITCHELL-BATEMAN HOSPITAL 1530 NORWAY AVE HUNTINGTON WV 25705 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
10	NURSE PRACTITIONER STANDBY HOLIDAY HOURLY	100.00000	HOUR	\$8.10	\$810.00

Comm Code	Manufacturer	Specification	Model #
85101604	Aureus Healthcare One, LLC		

Extended Description :

ADDENDUM #1 - SECTION 2.1.10 NURSE PRACTITIONER STANDBY HOLIDAY HOURLY RATE*AMOUNT PAID PER HOUR FOR ANY HOUR THE AVAILABILITY OF NURSE PRACTITIONER IS REQUESTED TO BE "ON-CALL", DURING THE HOLIDAY SET FORTH IN SECTION 1 AND SECTION 2.1.4.1

INVOICE TO		SHIP TO	
PROCUREMENT OFFICER - 304-525-7801 HEALTH AND HUMAN RESOURCES MILDRED MITCHELL - BATEMAN HOSPITAL PO BOX 448 HUNTINGTON WV25709 US		PROCUREMENT OFFICER - 304-525-7801 HEALTH AND HUMAN RESOURCES MILDRED MITCHELL-BATEMAN HOSPITAL 1530 NORWAY AVE HUNTINGTON WV 25705 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
11	NURSE PRACTITIONER HOLIDAY HOURLY RATE	80.00000	HOUR	\$157.50	\$12,600

Comm Code	Manufacturer	Specification	Model #
85101604	Aureus Healthcare One, LLC		

Extended Description :
 ADDENDUM #1 - SECTION 2.1.11 NURSE PRACTITIONER HOLIDAY HOURLY RATE*HOLIDAY RATE, NOT BEYOND FORTY (40) HOURS.*NOT BASE*NOT STANDBY

INVOICE TO		SHIP TO	
PROCUREMENT OFFICER - 304-525-7801 HEALTH AND HUMAN RESOURCES MILDRED MITCHELL - BATEMAN HOSPITAL PO BOX 448 HUNTINGTON WV25709 US		PROCUREMENT OFFICER - 304-525-7801 HEALTH AND HUMAN RESOURCES MILDRED MITCHELL-BATEMAN HOSPITAL 1530 NORWAY AVE HUNTINGTON WV 25705 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
12	NURSE PRACTITIONER PERMANENT PLACEMENT FEE	1.00000	EA	\$18,000.00	\$18,000.00

Comm Code	Manufacturer	Specification	Model #
85101604	Aureus Healthcare One, LLC		

Extended Description :
 ADDENDUM #1 - SECTION 2.1.12 NURSE PRACTITIONER PERMANENT PLACEMENT FEE*ONE TIME FEE PER (IF ANY) NURSE PRACTITIONER(S) PLACED BY VENDOR.

SCHEDULE OF EVENTS

Line	Event	Event Date
1	TQ Due	2015-11-27

MMB160000005	Document Phase Final	Document Description ADDENDUM #1 - LOCUM TENENS PSY CH PHYS & NURSE PRACT	Page 7 of 7
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

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

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

TECHNICAL CAPABILITY & QA PROGRAM

Aureus Medical Group

2015

DISCLAIMER STATEMENT

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TECHNICAL CAPABILITIES

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 - B. **Corporate Mission Statement**

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 - B. **Contract & Direct Hire Staffing Services**
 - C. **Credentials**
 - D. **Proven Track Record**
 - E. **Core Strengths**
 - F. **Candidate Qualification & Quality Assurance**
 - G. **Recruitment**
 - H. **Candidate Presentation**
 - I. **Assignment Management**
 - J. **Contingency & Retention Planning**
 - K. **Client & Healthcare Worker Satisfaction**
 - L. **Past Performance**

ATTACHMENTS

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



TECHNICAL CAPABILITIES

I. EXECUTIVE SUMMARY

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

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

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



Affiliates of C&A

The recruitment firms that lead to hiring and job search success.

C&A is comprised of a portfolio of four staffing and recruitment agencies serving the hiring needs of leading organizations and the job search needs of talented professionals across a wide range of industries. Visit our specialized staffing firms to learn more by clicking on the logos below.



In addition to staffing and recruitment, C&A is the parent company to four other affiliates and philanthropic entities.



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



TECHNICAL CAPABILITIES

A. Business Practices

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

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

B. Corporate Mission Statement

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

OUR PEOPLE

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

Culture

We will foster a positive team environment by:

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

Career Development

We will inspire tomorrow's leaders by:

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

Communication

We will build lasting relationships by:

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

Commitments

We will honor our commitments by:

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

OUR CLIENTS

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

Ethics/Integrity

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

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

Customer Service

We will build lasting business partnerships by:

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

Commitments

We will honor our commitments by:

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

II. AUREUS MEDICAL GROUP

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



TECHNICAL CAPABILITIES

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

A. SPECIALTY BRANCHES

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

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

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



TECHNICAL CAPABILITIES

B. CONTRACT & DIRECT HIRE STAFFING SERVICES

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

1. Direct Hire, Full-Time Placements

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

2. Match-Hire Placements

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

3. Contract & Locum Tenens Assignments

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

C. CREDENTIALS

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

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



TECHNICAL CAPABILITIES

D. PROVEN TRACK RECORD

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

E. CORE STRENGTHS

Aureus' core strengths can be summarized as follows:

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

F. CANDIDATE QUALIFICATION & QUALITY ASSURANCE

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

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

STEPS IN VERIFICATION OF STAFF QUALIFICATIONS

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



TECHNICAL CAPABILITIES

STEPS IN VERIFICATION OF STAFF QUALIFICATIONS

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

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

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

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

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

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

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

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

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

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



TECHNICAL CAPABILITIES

STEPS IN VERIFICATION OF STAFF QUALIFICATIONS

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

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

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

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

12. Tuberculosis Testing: TB skin testing is required on an annual basis. If a TB test is every allowed to expire, Aureus will require the healthcare worker to undergo a 2-step TB test in accordance with CDC guidelines.

Positive TB tests must be resolved by a negative chest x-ray and physician statement of symptom-free status. An annual TB Questionnaire is required of each healthcare worker to verify symptom-free status. Aureus Medical provides TB testing to healthcare workers free of charge as a benefit.

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

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

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

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

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



TECHNICAL CAPABILITIES

STEPS IN VERIFICATION OF STAFF QUALIFICATIONS

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

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

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

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

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

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

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

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

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

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

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

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

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



TECHNICAL CAPABILITIES

RECRUITMENT

Contract & Direct Hire Staff

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

Recruiting Power

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

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

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

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

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

CANDIDATE PRESENTATION

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

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

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

ASSIGNMENT MANAGEMENT

Ongoing Communication

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

Orientation Feedback

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



TECHNICAL CAPABILITIES

Appraisal Feedback

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

Extensions

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

CONTINGENCY & RETENTION PLANNING

Planned & Un-Planned Orders

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

Problem-Solving & Personnel Substitution / Replacement

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

1. Investigation

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

2. Resolution: Counseling

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

3. Resolution: Remove & Replace

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

4. Performance Review Board

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

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

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



TECHNICAL CAPABILITIES

CLIENT & HEALTHCARE WORKER SATISFACTION

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

Appraisal Results for 2013 - 2014

Appraisal Ratings rank on a scale of 1-5 with 5 being "Outstanding"

2013-2014 APPRAISAL STATS

CUSTOMER SERVICE - CLIENTS

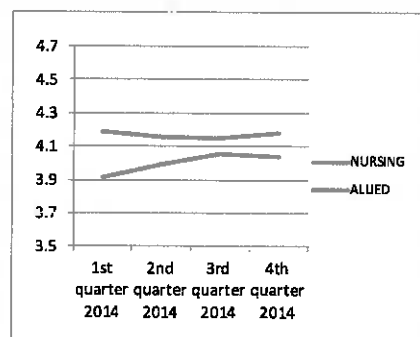
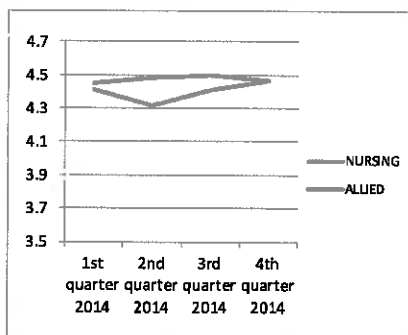
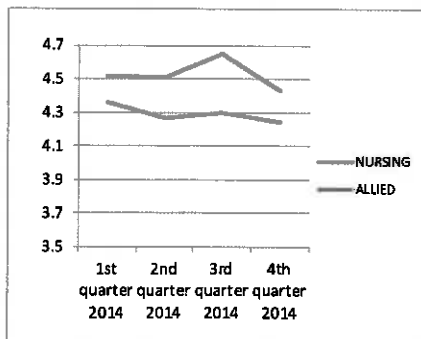
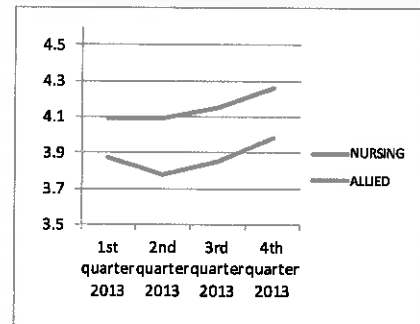
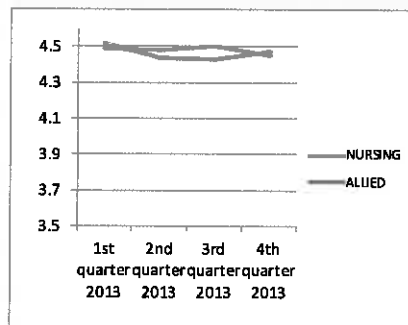
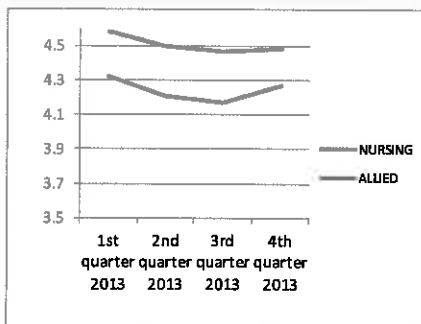
	NURSING	ALLIED
1st quarter 2013	4.32	4.58
2nd quarter 2013	4.21	4.5
3rd quarter 2013	4.17	4.47
4th quarter 2013	4.27	4.48
TOTAL	4.24	4.51
1st quarter 2014	4.36	4.52
2nd quarter 2014	4.27	4.51
3rd quarter 2014	4.3	4.65
4th quarter 2014	4.24	4.43
TOTAL	4.29	4.53

CUSTOMER SERVICE - EMPLOYEES

	NURSING	ALLIED
1st quarter 2013	4.49	4.52
2nd quarter 2013	4.48	4.44
3rd quarter 2013	4.5	4.43
4th quarter 2013	4.45	4.47
TOTAL	4.48	4.47
1st quarter 2014	4.41	4.45
2nd quarter 2014	4.32	4.48
3rd quarter 2014	4.41	4.5
4th quarter 2014	4.47	4.47
TOTAL	4.40	4.48

ASSIGNMENT PERFORMANCE - EMPLOYEES

	NURSING	ALLIED
1st quarter 2013	3.87	4.09
2nd quarter 2013	3.78	4.09
3rd quarter 2013	3.85	4.15
4th quarter 2013	3.98	4.26
TOTAL	3.87	4.15
1st quarter 2014	3.91	4.19
2nd quarter 2014	3.99	4.16
3rd quarter 2014	4.05	4.15
4th quarter 2014	4.04	4.18
TOTAL	4.00	4.17





TECHNICAL CAPABILITIES

L. PAST PERFORMANCE (CONFIDENTIAL)

Aureus Medical's history of providing staffing services to the Veterans Affairs Administration goes back to the year 2000, well before our 2004 FSS Schedule 621 I Contract Award, V797p-4645a.

Please refer to the attachment to this document for a sampling of government clients Aureus has served over the past 10 years. Aureus Medical is a privately held staffing company and requests that client lists be maintained as confidential and proprietary. All references are provided with the agreement and understanding that our client relationships are proprietary.

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/28/2015

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

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

PRODUCER SilverStone Group 11515 Miracle Hills Drive Omaha NE 68154	AGENT Marc5 Whitley 402.557.5367 FAX 402.557.6322 mwhitley@ssgi.com
	INSURER Member a Hartford Insurance Company Member b Zurich Insurance Co Member c Granite State Insurance Co Member d Nat'l Union Fire Ins. Co. Pa Member e: Member f:

COVERAGES CERTIFICATE NUMBER: 1106200343 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.

LINE	TYPE OF INSURANCE	CLASS	CODE	POLICY NUMBER	POLICY EFF DATE	POLICY EXP DATE	LIMITS
C	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR COMM. AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC			02-LX-003892497-8	5/1/2015	5/1/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES \$500,000 MED EXP (per person) \$50,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMPROP AGG \$1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			91AUNJY6305	5/1/2015	5/1/2016	COMM. OVERSIDE LIMIT (per accident) \$1,000,000 BODILY INJURY (per person) \$ BODILY INJURY (per accident) \$ PROPERTY DAMAGE (per accident) \$
D	<input checked="" type="checkbox"/> UMBRELLA LMG <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LMG <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> RETENTIONS \$0,000			EX98916158116	5/1/2015	5/1/2016	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER IS EXCLUDED (Exclusion in PG) EMPLOYER MUST BE IDENTIFIED ON OPERATIONS BELOW Y/E: <input type="checkbox"/> N/A			WC343475-13	5/1/2015	5/1/2016	<input checked="" type="checkbox"/> WE STAY-LIMITED E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Staffing Services Professionals Liability Occurrence Form			HP46914782(16)	5/1/2015	5/1/2016	\$1M/PER \$500,000 Occ/Agg per

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

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

CERTIFICATE HOLDER CANCELLATION 30 days

To Whom It May Concern	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

AGENCY CUSTOMER ID: CLAND

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY SilverStone Group		NAMED INSURED C & A Industries, Inc. (See Named Insured Listing) 13000 California St., Ste 500 Omaha NE 68154	
POLICY NUMBER:		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

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

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

Crime Coverage:
 Carrier: Great American Insurance Company
 Policy Number: SAA 051-02-40-02
 Policy Term: 6-1-15 to 6-1-16
 Employee Dishonesty Limit: \$3,000,000
 Client Coverage Limit: \$3,000,000
 Deductible: \$75,000

Technology Errors & Omissions Liability/Network Security/Privacy and Media
 Carrier: Indian Harbor Insurance Company
 Policy Number: MTP003432403
 Policy Period: 6-1-15 to 6-1-16
 Each Claim Limit: \$5,000,000
 Aggregate: \$5,000,000
 Deductible: \$50,000

CERTIFICATE OF DISTINCTION

Has been awarded to

Aureus Medical Group

Omaha, NE

for

Health Care Staffing

by



The Joint Commission

Based on a review of compliance with national standards

July 10, 2014

Certification is customarily valid for up to 24 months.

Rebecca Patchin, MD
Chair, Board of Commissioners

Print/Reprint Date: 090412014

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

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



MEDICAL
ASSOCIATION





TECHNICAL CAPABILITIES



ORIENTATION TRAINING PROGRAM

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TECHNICAL CAPABILITIES



ORIENTATION TRAINING PROGRAM

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TECHNICAL CAPABILITIES

ANNUAL Core Competency Testing

Comprehensive Core Competency - CNA and Allied
Comprehensive Core Competency - Nursing
2010 National Patient Safety Goals - Nursing
2010 National Patient Safety Goals - CNA/Allied
Abuse and Neglect
Infection Control (Includes: Blood-Borne Pathogens, Transmission-Based Precautions, CDC Guidelines)
Advance Directives
Latex Allergy
Age Specific
Legal Issues In Healthcare
Body Mechanics
OSHA Healthcare Safety
Care Planning
Pain Management
Color Vision
Patient Rights
HIPAA
Complaints and Grievances
Patient Safety
Compliance
Quality Improvement
Cultural Diversity
Restraints
Environment of Care (Includes: Life Safety, Hazardous Material, Waste Management, Medical, Equipment Management, Emergency Preparedness, Utility Management, Security Management, Bio-Terrorism, Fire Safety)
Risk Management
Ethics
Sexual Harassment
Falls Prevention
Substance Abuse Recognition
Workplace Violence



PAST PERFORMANCE MIDLEVEL PROVIDERS

WINSLOW INDIAN HEALTH CENTER

500 Indiana Ave.
Winslow, AZ 86047

Relationship Began: May 2007

Contacts: Dr. Frank Aramo, Clinical Director
Phone: (928) 289-6233
Email: Frank.armao@wihcc.org

COLVILLE INDIAN HEALTH

PO Box 71
19 Lakes Street
Nespelem, WA 99155

Relationship Began: July 2011

Contacts: Brian Nanamkin, Administrative Officer
Phone: (509) 634-2918
Email: Brian.nanamkin@ihs.gov

SANFORD HEALTH

Staff Multiple Locations

Relationship Began: February 2009

Contacts: Cheryl Anderson, Director of Nursing Svcs – Fargo Location
Phone: (701) 234-5400
Email: Cheryl.anderson@sanfordhealth.org

Maureen Bentz, Nursing Manager
Phone: (701) 323-6000
Email: Maureen.bentz@sanfordhealth.org

NORTH HAWAII COMMUNITY HOSPITAL

67-1125 Mamalahoa Hwy.
Waimea, HI 96743

Relationship Began: February 2012

Contacts: Bill Brown, Compliance Officer
Phone: (808) 881-4401
Email: Brownww@nhch.com

AGNESIAN HEALTHCARE

430 E. Division St.
Fond Du Lac, WI 54935

Relationship Began: August 2014

Contacts: Kathy Fett, St. Agnes – EAP Therapy Manager
Phone: (920) 929-2300



PAST PERFORMANCE GSA CONTRACT, Schedule 621 I: V797D-40169 (C&A/Aureus Medical Management Svces, LLC)
 List of a sampling of federal facilities we have provided MEDICAL staffing services to during the past 10 years.

ALAMO NAVAJO HEALTH STATION

P.O. Box 907

Magdalena, NM 87825

Contacts: *Patricia Renfro*, Health Services Director
 Phone: 575-854-2626 | pat@ansbi.org
Positions Placed: Nurse Practitioners, Pharmacists,
 Physician Assistants

ALBUQUERQUE INDIAN HEALTH SERVICE

5300 Homestead Road Northeast

Albuquerque, NM 87110

Contacts: *Veronica Zuni*, Contracting Officer
 Phone: 505-248-4565 | veronica.zuni@ihs.gov
Positions Placed: Nurse Practitioners

ANDERSON VA OUTPATIENT CLINIC

1702 East Greenville Street

Anderson, SC 29621

Contacts: *Thomas David*, Contracting Officer
 Phone: 803-776-4000 | david.thomas69e89@va.gov
Positions Placed: Phlebotomists

BATH VA MEDICAL CENTER

76 Veterans Avenue

Bath, NY 14810

Contacts: *Jeanette Crooks*, Contracting Agent
 Phone: 585-393-7853 | jeanette.crooks@va.gov
Positions Placed: Echo Technologists

CANANDAIGUA VA MEDICAL CENTER

400 Fort Hill Avenue

Canandaigua, NY 14424

Contacts: *Jeanette Crooks*, Contract Administration
 Phone: 585-393-7853 | jeanette.crooks@va.gov
Brian Westlake, Director of Rehab
 Phone: 585-393-8080 | brian.westlake@va.gov
Positions Placed: LPNs, Occupational Therapists

CHIEF REDSTONE CLINIC

P.O. Box 729

Wolf Point, MT 59201

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

CLAREMORE INDIAN HEALTH FACILITY

101 South Moore Avenue

Claremore, OK 74017

Contacts: *Corey Ropin*, Human Resources Director
 Phone: 918-342-6433 | corey.ropin@ihs.gov
Positions Placed: Respiratory Therapists

COLVILLE INDIAN HEALTH

P.O. Box 71

Nespelem, WA 99155

Contacts: *Brian Nanamkin*, Administrative Officer
 Phone: 509-634-2918 | brian.nanamkin@ihs.gov
Positions Placed: Medical Technologists, Nurses,
 Nurse Practitioners, Specialty Radiology Technologists

DEPT OF VETERANS AFFAIRS MEDICAL CENTER

1500 East Woodrow Wilson Avenue

Jackson, MS 39216

Contacts: *Rosemary Briggs*, Contract Specialist
 Phone: 601-362-4471 | rosemary.briggs@med.va.gov
Positions Placed: Histotechnicians, Medical
 Technologists, Sonographers

DEPT OF VETERANS AFFAIRS MEDICAL CENTER

1111 East End Boulevard

Wilkes-Barre, PA 18711

Contacts: *Rachel Turk*, Contract Specialist
 Phone: 570-824-3521 | rachel.turk@med.va.gov
Positions Placed: Nurses, Surgical Technologists

DORN VETERANS HOSPITAL

6439 Garner's Ferry Road

Columbia, SC 29209

Contacts: *David Thomas*, Contracting Officer
 Phone: 803-776-4000 | david.thomas69e89@va.gov
Positions Placed: Histotechnicians, Medical
 Technologists, Pharmacists, Phlebotomists

DZILTH-NA-O-DITH-HLE HEALTH CENTER

6 Road 7586

Bloomfield, NM 87413

Contacts: *Patricia Witte*, Clinical Director
 Phone: 505-632-1801 | patricia.witte@ihs.gov
Positions Placed: Physician Assistants

EAGLE BUTTE PHS INDIAN HOSPITAL

317 Main Street

Eagle Butte, SD 57625

Contacts: *Luis Ramos-Ortiz*, Laboratory Manager
 Phone: 605-964-7648 | luis.ramos-ortiz@his.gov
Positions Placed: Medical Technologists

EGLIN AFB HOSPITAL

307 Boatner Road

Fort Walton Beach, FL 32547

Contacts: *Brian Chisholm*, Contract Specialist
 Phone: 850-882-0272 | brian.chisholm@eqlin.af.mil
Carena Green, Contracting Officer
 Phone: 850-883-8242 | carena.green@us.af.mil
Positions Placed: EEG Technologists

FORT BELKNAP HEALTH CENTER

456 Grosventre Avenue

Harlem, MT 59526

Contacts: *Destinie Doney*, Medical Staff Coordinator
 Phone: 406-353-3152 | destinie.doney@ihs.gov
Positions Placed: Physician Assistants



HUNTER HOLMES MCGUIRE VA MEDICAL CENTER

1201 Broad Rock Boulevard
 Richmond, VA 23249

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

INSCRIPTION HOUSE HEALTH CENTER

Highway 98 & Navajo Highway 16
 Shonto, AZ 86054

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

JERRY L PETTIS VETERANS ADM MEDICAL CENTER

11201 Benton Street
 Loma Linda, CA 92357

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

JESSE BROWN VETERANS ADM MEDICAL CENTER

820 South Damen Avenue
 Chicago, IL 60612

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

KNOXVILLE VA MEDICAL CENTER

1515 West Pleasant Street
 Knoxville, IA 50138

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

LOUIS A JOHNSON VA MEDICAL CENTER

1 Medical Center Drive
 Clarksburg, WV 26301

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

MINNEAPOLIS VA HEALTH CARE SYSTEM

1 Veterans Drive
 Minneapolis, MN 55417

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

NATIONAL INSTITUTES OF HEALTH

9000 Rockville Pike, Building 10
 Bethesda, MD 20892

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

NORTHERN CHEYENNE HEALTH CENTER

P.O. Box 70
 Lame Deer, MT 59043

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

NORTHERN NAVAJO MEDICAL CENTER

Highway 666 North
 Shiprock, NM 87420

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

OTTUMWA JOB CORPS CENTER

15229 Truman Street
 Ottumwa, IA 52501

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

PHS ALASKA NATIVE MED CENTER

4315 Diplomacy Drive
 Anchorage, AK 99508

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

PHS INDIAN HOSPITAL

Highway 12 & Bonito Drive
 Fort Defiance, AZ 86504

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

PHS INDIAN HOSPITAL

100 Lake Traverse Drive
 Sisseton, SD 57262

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



PHS INDIAN HEALTH CENTER

29 Washakie Park Road
 Fort Washakie, WY 82514

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

PHS KAYENTA INDIAN HEALTH CENTER

P.O. Box 368
 Kayenta, AZ 86033

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

PINE RIDGE PHS INDIAN HOSPITAL

East Highway 18
 Pine Ridge, SD 57770

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

RALPH H JOHNSON VETERANS ADM MEDICAL CENTER

109 Bee Street
 Charleston, SC 29403

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

ROCKY BOY TRIBAL HEALTH

535 Clinic Road East
 Box Elder, MT 59521

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

ROSEBUD PHS INDIAN HOSPITAL

Highway 18, Soldier Creek Road
 Rosebud, SD 57570

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

SAN FRANCISCO VA MEDICAL CENTER

4150 Clement Street
 San Francisco, CA 94121

Contacts: *Lupe Arroyo*, Contracting Officer
 Phone: 650-849-0386 | lupe.arroyo@va.gov
Positions Placed: Respiratory Therapists, Ultrasound Technologists

VA MAINE HEALTHCARE SYSTEM

1 VA Center
 Augusta, ME 04330

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

SIOUX FALLS VA HEALTHCARE SYSTEM

2501 West 22ND Street
 Sioux Falls, SD 57117

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

SOUTHEAST LOUISIANA VETERANS HEALTH CARE SYSTEM

1601 Perdido Street
 New Orleans, LA 70112

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

THE UNITED STATES MINT

320 West Colfax Avenue
 Denver, CO 80204

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

TOMAH VA MEDICAL CENTER

500 East Veterans Street
 Tomah, WI 54660

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

VA ANN ARBOR HEALTHCARE SYSTEM

2215 Fuller Road
 Ann Arbor, MI 48105

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

VA BLACK HILLS HEALTHCARE SYSTEM

500 North 5th Street
 Hot Springs, SD 57747

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

VA GULF COAST VETERANS HEALTHCARE SYSTEM

400 Veterans Avenue
 Biloxi, MS 39531

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

VETERANS ADM MEDICAL CENTER

4801 East Linwood Boulevard
 Kansas City, MO 64128

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



VA PALO ALTO HEALTHCARE SYSTEM

3801 Miranda Avenue
 Palo Alto, CA 94304

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

VA PUGET SOUND HEALTHCARE SYSTEM

1660 South Columbian Way
 Seattle, WA 98108

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

VA ROSEBURG HEALTHCARE SYSTEM

913 Northwest Garden Valley
 Roseburg, OR 97470

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

VA SIERRA NEVADA HEALTHCARE SYSTEM

975 Kirman Avenue
 Reno, NV 89502

Contacts: *Kirsten Shiban*, Contracts
 Phone: 775-789-8620 | kirsten.shiban@va.gov
Positions Placed: CNAs, LPNs, Sterile Processors

VA SOUTHERN NEVADA HEALTHCARE SYSTEM

901 Rancho Lane
 Las Vegas, NV 89106

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

VA TENNESSEE VALLEY - ALVIN C. YORK CAMPUS

3400 Lebanon Road
 Murfresboro, TN 37129

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

VETERANS ADM MEDICAL CENTER

1700 South Lincoln Avenue
 Lebanon, PA 17042

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

VETERANS ADM MEDICAL CENTER

1030 Jefferson Avenue
 Memphis, TN 38104

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

VETERANS ADM MEDICAL CENTER

830 Chalkstone Avenue
 Providence, RI 02908

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

WASHINGTON DC VA MEDICAL CENTER

50 Irving Street Northwest
 Washington, DC 20422

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

WHITE EARTH INDIAN HEALTH CENTER

40520 County Highway 34
 Ogema, MN 56569

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

WHITE CLOUD INDIAN HEALTH STATION

3313-B Thrasher Road
 White Cloud, KS 66094

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

WILLIAM S MIDDLETON VAMC

2500 Overlook Terrace
 Madison, WI 53705

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

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

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

DEFINITIONS:

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

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

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

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Aureus Medical Group (Aureus Healthcare One, LLC)

Authorized Signature: *[Signature]* Date: 12.9.15

State of Nebraska

County of Douglas, to-wit:

Taken, subscribed, and sworn to before me this 9th day of December, 2015

My Commission expires September 9, 2018.

AFFIX SEAL HERE

NOTARY PUBLIC *[Signature]*

