



7 December 2015

April Battle, Buyer 51
Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

RE: Transmittal Letter for CRFQ 0506 MMB 1600000005 Locum Tenens Psychiatric Physician(s)/Nurse Practitioner(s)

Dear Ms. Battle:

Management Registry, Inc. (MRInc) is pleased to respond to the Department of Administration's CRFQ to provide the services of locum tenens Nurse Practitioners.

We are interested in this potential effort because it focuses on our area of expertise and experience staffing general and specialized healthcare providers for State, Local & Federal agencies. MRInc currently successfully provides similar healthcare staffing support for the following:

- Supplemental Psych RN and LPN staffing to Mildred Mitchell Bateman Psychiatric Hospital for the State of West Virginia which requires Crisis Prevention Intervention (CPI) certification
- RNs, LPNs, and CNAs for West Virginia Veterans Home Barboursville
- Nursing and Allied Healthcare Staffing Support for SUNY Downstate Medical Center
- Douglas County Community Mental Health Center in Omaha, Nebraska

MRInc will use our proven successful processes for recruiting and qualifying our healthcare providers. We follow JACHO standards for our healthcare providers, and their bi-annual performance evaluations ensure our employees continue to meet these standards. Mildred Mitchell Bateman Hospital will have a dedicated account management staff to ensure the success of this account. On-going communication, total transparency, and a staff dedicated to this contract's success are guaranteed with MRInc. We have significant success providing Nursing Services to State Psychiatric and Mental Health using our staffing and account management approach

MRInc's Point of Contact regarding this response and regarding day-to-day operations is:

Ms. Stacey Dlouhy, President – Government Solutions
Management Registry, Inc.
1868 Campus Place
Louisville, KY 40299
Office: 888.851.3599/Cell: 402.415.8378
Email: sdlouhy@managementregistry.com

12/09/15 09:13:49
WV Purchasing Division

Again, I thank you for the opportunity to submit our bid to provide the State of West Virginia's Mildred Mitchell Bateman Hospital the services of licensed Nurse Practitioners.

Sincerely,



Stacey L. Dlouhy
President – Government Solutions

Encl: State of West Virginia Request for Quote
Certification and Signature Page
Addendum Acknowledgement Form
Purchasing Affidavit
Specifications
HIPAA Business Associate Addendum
Pricing
MRInc West Virginia Certificate of Liability Insurance
MRInc West Virginia Certificate of Workers Compensation Insurance



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:

Management Registry, Inc.
 1868 Campus Place
 Louisville, Kentucky 40299
 888.851.3588

FOR INFORMATION CONTACT THE BUYER

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

Signature X *Stacey L DeLoach* FEIN # 61-08863236

DATE 7 December 2015

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	No Bid	No Bid

Comm Code	Manufacturer	Specification	Model #
85101604			

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	No Bid	No Bid

Comm Code	Manufacturer	Specification	Model #
85101604			

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	No Bid	No Bid

Comm Code	Manufacturer	Specification	Model #
85101604			

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	No Bid	No Bid

Comm Code	Manufacturer	Specification	Model #
85101604			

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	No Bid	No Bid

Comm Code	Manufacturer	Specification	Model #
85101604			

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	No Bid	No Bid

Comm Code	Manufacturer	Specification	Model #
85101604			

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	\$75.00	\$156,000.00

Comm Code	Manufacturer	Specification	Model #
85101604			

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	\$112.50	\$58,500.00

Comm Code	Manufacturer	Specification	Model #
85101604			

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	\$6.50	\$487.50

Comm Code	Manufacturer	Specification	Model #
85101604			

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	\$9.75	\$975.00

Comm Code	Manufacturer	Specification	Model #
85101604			

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	\$100.00	\$8,000.00

Comm Code	Manufacturer	Specification	Model #
85101604			

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	\$15,600.00	\$15,600.00

Comm Code	Manufacturer	Specification	Model #
85101604			

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

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.

Management Registry, Inc.
(Company)

 Stacey L. Dlouhy, President - Government Solutions
(Authorized Signature) (Representative Name, Title)

Phone: 888.851.3588/FAX: 866.288.3775 December 8, 2015
(Phone Number) (Fax Number) (Date)

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.

Management Registry, Inc.
Company


Authorized Signature

December 8, 2015
Date

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

REQUEST FOR QUOTATION
CRFQ 0506 MMB160000005
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	

**REQUEST FOR QUOTATION
CRFQ 0506 MMB1600000005
Locum Tenens Psychiatric Physician(s)/Nurse Practitioner(s)**

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

REQUEST FOR QUOTATION
CRFQ 0506 MMB160000005
Locum Tenens Psychiatric Physician(s)/Nurse Practitioner(s)

- 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

REQUEST FOR QUOTATION
CRFQ 0506 MMB1600000005
Locum Tenens Psychiatric Physician(s)/Nurse Practitioner(s)

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.

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

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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Locum Tenens Psychiatric Physician(s)/Nurse Practitioner(s)

- 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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Locum Tenens Psychiatric Physician(s)/Nurse Practitioner(s)**

- 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.

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

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: Stacey L. Dlouhy

Telephone Number: 888.851.3588

Fax Number: 866.288.3775

Email Address: sdlouhy@managementregistry.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: Management Registry, Inc

Name of Associate: Tanya L. Halley

Signature: [Handwritten Signature]

Signature: Tanya L. Halley

Title: President - Government Solutions

Title: MSN, APBN, CNS-BC, FNP-BC

Date: 7 Dec. 2015

Date: 12/4/15

Form - WVBA-012004
Amended 05.26.2013

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

AGREED

Name of Agency Management Registry, Inc Name of Associate Zachary Holbert

Signature *Stacy L. Cloudy* Signature *Zachary Holbert*

Title President - Government Solutions Title CEO

Date 7 Dec. 2015 Date 12/8/15

Form: MARIAR-012004
Amended 06/28/2013

APPROVED AS TO FORM THIS 21/15
DAY OF June 20 15
Patrick Morrisey
Attorney General
BY _____

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: Tonya L. Holley

Name of Agency: Management Registry, Inc.

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

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

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

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: Zachary Holbert

Name of Agency: Management Registry, Inc.

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

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

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

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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”	\$ <u>No Bid</u>	\$ <u>No Bid</u>
2.1.2 520 hours	Psychiatric Physician Overtime hourly rate *Hours in excess of forty (40) base rate hours per week	\$ <u>No Bid</u>	\$ <u>No Bid</u>
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.	\$ <u>No Bid</u>	\$ <u>No Bid</u>
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	\$ <u>No Bid</u>	\$ <u>No Bid</u>
2.1.5 80 hours	Psychiatric Physician holiday hourly rate *Holiday rate, not beyond forty (40) hours, not base, not “standby”	\$ <u>No Bid</u>	\$ <u>No Bid</u>
Psychiatric Physicians Grand Total			\$ <u>No Bid</u> (A)
2.1.6	Psychiatric Physician Permanent Placement Fee: \$ <u>No Bid</u> , 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”	\$ <u>75.00</u>	\$ <u>156,000.00</u>
2.1.8 520 hours	Nurse Practitioner Overtime hourly rate	\$ <u>112.50</u>	\$ <u>58,500.00</u>

Pricing Page

CRFQ 0506 MMB160000005

Management Registry, Inc. 1868 Campus Place Louisville, Kentucky 40299

Vendor Name and Purchase Order Address

Management Registry, Inc. 1868 Campus Place Louisville, Kentucky 40299

Vendor Name and Remit-To Address

888.851.3588

Telephone

866.288.3775

Fax

sdlouhy@managementregistry.com

E-mail

Stacey L. Dlouhy

Vendor Authorized Representative (Printed)



Vendor Authorized Representative (Signature)

Dec. 8, 2015

Date



MANARE1 OP ID: CO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/18/2015

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 lieu of such endorsement(s).

PRODUCER Brown & Brown of KY Inc. P.O. Box 23410 Louisville, KY 40223-0410 James D. Wetterer, CPCU, CIC	CONTACT NAME: James D. Wetterer, CPCU, CIC
	PHONE (A/C, No, Ext): 502-241-7072 FAX (A/C, No): 502-241-7843
E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE	
INSURER A : Zurich American Insurance Co	NAIC # 16535
INSURER B : American Guarantee and	26247
INSURER C : Federal Insurance Company	20281
INSURER D :	
INSURER E :	
INSURER F :	

INSURED Management Registry Inc.
1868 Campus Place
Louisville, KY 40299

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			PRA0092797	06/11/2015	06/11/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 OTHER: \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			BAP5913568	06/11/2015	06/11/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			UMB6513554	06/11/2015	06/11/2016	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 OTHER: \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A				PER STATUTE OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	CRIME			8223-9646	06/15/2015	06/15/2016	1ST & 3RD PARTY 1,500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
PROPERTY DAMAGE IS ALSO INCLUDED ON THE LIABILITY POLICY.

CERTIFICATE HOLDER	CANCELLATION
STATOF5 STATE OF WEST VIRGINIA DEPT OF ADMIN, PURCHASING DIV 2019 WASHINGTON STREET PO BOX 50130 CHARLESTON, WV 25305-0130	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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NOTEPADINSURED'S NAME **Management Registry Inc.**MANARE1
OP ID: COPAGE 2
Date **11/18/2015**

PROFESSIONAL LIABILITY - INCLUDES NON MEDICAL AND MEDICAL STAFFING
\$1,000,000 EACH CLAIM \$3,000,000 AGGREGATE - COMPANY A - ZURICH AMERICAN
INSURANCE COMPANY - POLICY PERIOD 6/11/2015 - 6/11/2016

ABUSIVE ACTS COVERAGE - EACH ABUSIVE ACT \$1,000,000 AGGREGATE LIMIT
\$1,000,000 - COMPANY A - ZURICH AMERICAN INSURANCE COMPANY - POLICY PERIOD
6/11/2015 - 6/11/2016

STOP GAP EMPLOYERS LIABILITY COVERAGE - \$1,000,000 - COMPANY A - ZURICH
AMERICAN INSURANCE COMPANY - POLICY PERIOD 6/11/2015 - 6/11/2016

HIRED & NON OWNED AUTOMOBILE COVERAGE - \$1,000,000 - COMPANY A - ZURICH
AMERICAN INSURANCE COMPANY - POLICY PERIOD 6/11/2015 - 6/11/2016

Named Insured

Management Registry Inc. dba Spaid Nursing Service;
dba Malone Staffing;
dba JC Malone Associates;
dba Malone Medical Staffing;
JC Malone & Trinity, LLC;
Affiliated Nursing Service, Inc.; DBA Malone Staffing Solutions;
DBA Malone Professional Solutions;
DBA Malone Government Solutions;
DBA Malone Training Solutions;
DBA Malone Technology Solutions;
Malone Healthcare Solutions;
Malonecore, LLC; DBA Malone Staffing Solutions;
MRI Holdings, LLC; Malone Staffing Georgia DBA Malone Staffing
HR Alliance LLC
Myliance LLC
JC Malone Healthcare Solutions
Professional Selection Service LLC dba MSI Staffing

Bid Submission:

Sealed Bid Labelled if Hand Delivered, or Delivered by Courier:

SEALED BID: Locum Tenens Psychiatric Physician(s)/Nurse Practitioner(s)

BUYER: April Battle, Buyer 51

SOLICITATION NUMBER: CRFQ 0506 MMB 1600000005

BID OPENING DATE: December 10, 2015

BID OPENING TIME: 1:30 p.m. EST

FAX NUMBER: (304) 558-3970

Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile.

Bid Delivery Address:

Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

Insurance

Apparent successful Vendor shall furnish proof of \$1,000,000.00 **Commercial General Liability Insurance** prior to contract award and shall list state as certificate holder.

Workers Compensation: shall furnish proof upon request

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: Management Registry, Inc.

Authorized Signature: *Stacey L. Deouley* Date: 7 December 2015

State of Nebraska

County of Douglas, to-wit:

Taken, subscribed, and sworn to before me this 07 day of December, 2015.

My Commission expires October 31, 2018.

AFFIX SEAL HERE

NOTARY PUBLIC *Abdurahmon A. Saidov*
Abdurahmon A. Saidov

Purchasing Affidavit (Revised 08/01/2015)

