JUL. 7.2008 8:41AM

WY DIV OF PURCH

NO. 4432



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

Request for WEH90024

% AGE: (8)

ROBERTA WAGNER
304-558-0067

MODERA

*709053857 01 304-763-2888 KELLY MEDICAL SERVICES CORP 1 PAVILION DR

DANIELS WV 25832

HEALTH AND HUMAN RESOURCES WELCH COMMUNITY HOSPITAL

454 MCDOWELL STREET WELCH, WV 24801 304-4

304-436-8710

ADDENDUM NO. 1 1. QUESTIONS AND ANSWERS ATTACHED. 2. ADDENDUM ACKNOWLEDGEMENT IS ATTACHED. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. PAILURE TO YOUR BID. EXHIBIT 10 REQUISITION NO.: WEH90024 ADDENDUM ACKNOWLEDGEMENT I HERBEY ACKNOWLEDGEMENT I HERBEY ACKNOWLEDGEMENT I HERBEY ACKNOWLEDGE HECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC. NO. 1 NO. 2 NO. 3 PURCHASING DIMISION STATE OF WY NO. 5 I UNDERSTAND THAT FAILURE TO CONFI	07/03	72008	SHPXIA	300 Sec. 0 - COOL 2010 Sec. 0 1985	FREID TYTERMS
ADEMOUN NO. 1 1. QUESTIONS AND ANSWERS ATTACHED. 2. ADDEMOUN ACKNOWLEDGEMENT IS ATTACHED. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN DISQUALIFICATION OF EXHIBIT 10 REQUISITION NO.: WEHPOOL4 ADDENDUM ACKNOWLEDGEMENT I HEREBY ACKNOWLEDGEMENT I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM (S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OF SPECIFICATION, ETC. NO. 1 NO. 2 NO. 3 NO. 4 PURCHASING DIVISION STATE OF W NO. 5 I UNDERSTAND THAT FAILURE TO CONFI			· ELD	OPENING TIME 7	11 - 7 (1)38
ADDENDUM NO. 1 1. QUESTIONS AND ANSWERS ATTACHED. 2. ADDENDUM ACKNOWLEDGEMENT IS ATTACHED. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN DISQUALIFICATION OF YOUR BID. EXHIBIT 10 REQUISITION NO.: WEHPOO24 ADDENDUM ACKNOWLEDGEMENT I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OF SPECIFICATION, ETC. ADDENDUM NO. 'S: NO. 1 NO. 2 08 JUL 14 AM 9: 27 PURCHASING DIMSION STATE OF WY NO. 5 I UNDERSTAND THAT FAILURE TO CONFI	CNE	CATE OF THE OF THE CATE OF THE	\$200 That 1965 1865 55, 900 F	Salva an art : Briston Cabado - Salva Car a con	ing E-variation of the course see the course
1. QUESTIONS AND ANSWERS ATTACHED. 2. ADDERDUM ACKNOWLEDGEMENT IS ATTACHED. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN DISQUALIFICATION OF YOUR BID. EXHIBIT 10 REQUISITION NO.: WEH90024 ADDENDUM ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM (S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC. NO. 1 NO. 2 NO. 3 PURCHASING DIVISION STATE OF WY NO. 5 I UNDERSTAND THAT FAILURE TO CONFI	286 52 87, 80, 80, 80, 80, 80, 80, 80, 80, 80, 80	100 100 100 100 100 100 100 100 100 100		ANI PRICE	AMOUNT
1. QUESTIONS AND ANSWERS ATTACHED. 2. ADDERDUM ACKNOWLEDGEMENT IS ATTACHED. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN DISQUALIFICATION OF YOUR BID. EXHIBIT 10 REQUISITION NO.: WEH90024 ADDENDUM ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM (S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC. NO. 1 NO. 2 NO. 3 PURCHASING DIVISION STATE OF WY NO. 5 I UNDERSTAND THAT FAILURE TO CONFI					
1. QUESTIONS AND ANSWERS ATTACHED. 2. ADDERDUM ACKNOWLEDGEMENT IS ATTACHED. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN DISQUALIFICATION OF YOUR BID. EXHIBIT 10 REQUISITION NO.: WEH90024 ADDENDUM ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM (S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC. NO. 1 NO. 2 NO. 3 PURCHASING DIVISION STATE OF WY NO. 5 I UNDERSTAND THAT FAILURE TO CONFI	1				
1. QUESTIONS AND ANSWERS ATTACHED. 2. ADDERDUM ACKNOWLEDGEMENT IS ATTACHED. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN DISQUALIFICATION OF YOUR BID. EXHIBIT 10 REQUISITION NO.: WEH90024 ADDENDUM ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM (S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC. NO. 1 NO. 2 NO. 3 PURCHASING DIVISION STATE OF WY NO. 5 I UNDERSTAND THAT FAILURE TO CONFI	1	7, 7			
2. ADDENDUM ACKNOWLEDGEMENT IS ATTACHED. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN DISQUALIFICATION OF YOUR BID. EXHIBIT 10 REQUISITION NO.: WEH90024 ADDENDUM ACKNOWLEDGEMENT I HERRBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM (S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC. ADDENDUM NO.'S: NO. 1 NO. 2 NO. 3 PURCHASING DIMSION STATE OF W OB JUL 14 AM 9: 27 PURCHASING DIMSION STATE OF W I UNDERSTAND THAT FAILURE TO CONFI	j	AURMUU	4 NO. 1		
2. ADDENDUM ACKNOWLEDGEMENT IS ATTACHED. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN DISQUALIFICATION OF YOUR BID. EXHIBIT 10 REQUISITION NO.: WEH90024 ADDENDUM ACKNOWLEDGEMENT I HERRBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM (S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC. ADDENDUM NO.'S: NO. 1 NO. 2 NO. 3 PURCHASING DIMSION STATE OF W OB JUL 14 AM 9: 27 PURCHASING DIMSION STATE OF W I UNDERSTAND THAT FAILURE TO CONFI		1. OUESTIONS AND ANSWERS AND	ሆኔ <i>የሚከ</i> ታታን		
SIGN AND RETURN MAY RESULT IN DISQUALIFICATION OF YOUR BID. REQUISITION NO.: WEH90024 ADDENDUM ACKNOWLEDGEMENT I HERRBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM (S) AND HAVE WADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC. ADDENDUM NO.'S: NO. 1 NO. 2 NO. 3 PURCHASING DIVISION STATE OF W I UNDERSTAND THAT FAILURE TO CONFI		2. ADDENDUM ACKNOWLEDGEMENT	TO ATTACUE	ያነ በሚያቸው የአሌመታቸውም አቀው	<u>,</u> [
ADDENDUM ACKNOWLEDGEMENT I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM (S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC. ADDENDUM NO 'S: NO. 1 NO. 2 NO. 3 PURCHASING DIVISION STATE OF WV NO. 5 I UNDERSTAND THAT FAILURE TO CONFI		IONOULU EE SIGNED AND RETURN	ID KTYFF VOIT	א ממדוד אים וואם א	
EXHIBIT 10 REQUISITION NO.: WEH90024 ADDENDUM ACKNOWLEDGEMENT I HERREY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC. ADDENDUM NO.'S: NO. 1 NO. 2 NO. 3 PURCHASING DMISION STATE OF WY NO. 5 I UNDERSTAND THAT FAILURE TO CONFI		SIGN AND RETURN MAY RESULT	N DISOUALI	FICATION OF	'
REQUISITION NO.: WEH90024 ADDENDUM ACRNOWLEDGEMENT I HEREBY ACRNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM (S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC. ADDENDUM NO. 2: NO. 1 NO. 2 NO. 3 PURCHASING DIVISION STATE OF WY NO. 5 I UNDERSTAND THAT FAILURE TO CONFI		YOUR BID.	3		
REQUISITION NO.: WEH90024 ADDENDUM ACRNOWLEDGEMENT I HEREBY ACRNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM (S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC. ADDENDUM NO. 2: NO. 1 NO. 2 NO. 3 PURCHASING DIVISION STATE OF WY NO. 5 I UNDERSTAND THAT FAILURE TO CONFI					
REQUISITION NO.: WEH90024 ADDENDUM ACRNOWLEDGEMENT I HEREBY ACRNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM (S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC. ADDENDUM NO. 2: NO. 1 NO. 2 NO. 3 PURCHASING DIVISION STATE OF WY NO. 5 I UNDERSTAND THAT FAILURE TO CONFI			[
ADDENDUM ACKNOWLEDGEMENT I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC. ADDENDUM NO 'S: NO. 1		EXHIBIT 10	-		
ADDENDUM ACKNOWLEDGEMENT I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC. ADDENDUM NO 'S: NO. 1			1	•	
I HEREBY ACTNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC. ADDENDUM NO.'S: NO. 1 NO. 2 NO. 3 PURCHASING DIVISION STATE OF WY NO. 5 I UNDERSTAND THAT FAILURE TO CONFI		RE	QUISITION	NO.: WEH90024	
I HEREBY ACTNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC. ADDENDUM NO.'S: NO. 1 NO. 2 NO. 3 PURCHASING DIVISION STATE OF WY NO. 5 I UNDERSTAND THAT FAILURE TO CONFI	•	ADDENDIN ACKNOWLEDCEMENT			
PROPOSAL, PLANS AND/OR SPECIFICATION, ETC. ADDENDUM NO. 'S: NO. 1					
PROPOSAL, PLANS AND/OR SPECIFICATION, ETC. ADDENDUM NO. 'S: NO. 1]	I HEREBY ACKNOWLEDGE RECEIPT	ਨਵ ਸਥਾਵ ਜਨ '	「エハガナがひ へせものがかへ	
PROPOSAL, PLANS AND/OR SPECIFICATION, ETC. ADDENDUM NO. 'S: NO. 1	•	ADDENDUM(S) AND HAVE MADE TH	E NECESSAR	A BEALCIONS HY W	
RECEIVED NO. 1 NO. 2 NO. 3 NO. 4 PURCHASING DIVISION STATE OF W NO. 5 I UNDERSTAND THAT FAILURE TO CONFI		PROPOSAL, PLANS AND/OR SPECI	FICATION.	erc.	
NO. 1 RECEIVED NO. 2 08 JUL 14 AM 9: 27 NO. 4 PURCHASING DIVISION STATE OF W NO. 5 I UNDERSTAND THAT FAILURE TO CONFI			,		
NO. 4		ADDENDUM NO /s:			1
NO. 4					21 101 6
NO. 4		NO. 1		COCIVED	0 11 4
NO. 4		NTO 6	i n	CUCIVED	21 12121 1
NO. 4		NO. 2			21712
NO. 4		NO 2	08 JI	JL 14 AM 9:27	07 17/21
I UNDERSTAND THAT FAILURE TO CONFI		AULU a al vana a fe a	÷		
I UNDERSTAND THAT FAILURE TO CONFI		NO 4	PURC	HASING DIVISION ,	7 1 2 2 1
ICNATURE TELEPHONE PATE				TATE OF W	54135
ICNATURE TELEPHONE PATE		NO. 5		·	S/ 1 5 6 1
ICNATURE TELEPHONE PATE					
ICNATURE TELEPHONE PATE		I UNDERSTAND THAT FAITURE TO	CONFI		
ICNATURE TELEPHONE DATE					ا کی ڈی ٹو آ
ICNATURE TELEPHONE DATE					ने ठ द
ICNATURE TELEPHONE DATE	Wananguar Landor 10.00				
PATE	SIGNATURE		TELEPHONE		
FFIN	777 =		TOWN TIMING	PATE	
ADDRESS CHANGES TO BE NOTED ABOVE		FEIN		ADDRESS CHANGES	TO BE NOTED ABOVE
WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'	WHE	N RESPONDING TO RFQ, INSERT NAME A	ND ADDRESS IN	SPACE ABOVE LARELE	יעבאומיסטי

GENERAL TERMS & CONDITIONS REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

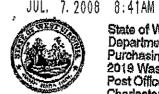
- 1. Awards will be made in the best interest of the State of West Virginia.
- 2. The State may accept or reject in part, or in whole, any bid.
- 3. All quotations are governed by the West Virginia Code and the Legislative Rules of the Purchasing Division.
- 4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
- 5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
- 6. Payment may only be made after the delivery and acceptance of goods or services.
- 7. Interest may be paid for late payment in accordance with the West Virginia Code.
- 8. Vendor preference will be granted upon written request in accordance with the West Virginia Code.
- 9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
- 11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
- 12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
- 13. BANKRUPTCY: In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
- 14. HIPAA Business Associate Addendum: The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (http://www.state.wv.us/admin/purchase/vrc/hipaa.htm) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
- 15. West Virginia Alcohol & Drug-Free Workplace Act: If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

INSTRUCTIONS TO BIDDERS

- Use the quotation forms provided by the Purchasing Division.
- 2. SPECIFICATIONS: Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as EQUAL to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
- 3. Complete all sections of the quotation form.
- Unit prices shall prevail in cases of discrepancy.
- 5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
- 6. BID SUBMISSION: All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130

WY DIV OF PURCH

NO. 4432



State of West Virginia
Department of Administration
Purchasing Division

Request for Quotation 2019 Washington Street East Post Office Box 50130

Charleston, WV 25305-0130

Request for WEH90024

ROBERTA WAGNER

DEMINAGES N 3

*709053857 01 304-763-2888 KELLY MEDICAL SERVICES CORP 1 PAVILION DR

HEALTH AND HUMAN RESOURCES WELCH COMMUNITY HOSPITAL

304-558-0067

DANIELS WV 25832

454 MCDOWELL STREET WELCH, WV 24801

304-436-8710

KAN SOMANDERSSEDHIERSEDNDERGEROVARJENRORDER WASSEL

DATE PRINTED PROPERTY ENDS 07/03/2008 BID OPENING DATE: 07715/2008 BID OPENING TIME UI:30PM . UNES No (dec AVIOLING JEMNUMBER: UNITPRICE ADDENDUM(S) MAY HE CAUSE FOR REJECTION OF BIDS. VENDOR MUST CLEARLY 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. SIGNATURE COMPANY DATE REV. 11/96 END OF ADDENDUM NO. 1 STATE REVERSE SIDE FOR THIS AND GOND FURNISHED AND STATE OF THE STATE SIGNATURE TELEPHONE TITLE FEM ADDRESS CHANGES TO BE NOTED ABOVE WHEN RESPONDING TO RFO, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

JUL. 7. 2008 0:42AM

***709053857 01**

1 PAVILION DR

DANIELS WV 25832

WY DIV OF PURCH

304-763-2888

NO. 4432 P. 3



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

KELLY MEDICAL SERVICES CORP

3047632722

WEH90024

MANUEL PARTER

MASSAN MADDINESS RECITABLE SANDENOIS NO FOR THE PROPERTY OF TH ROBERTA WAGNER 304-558-0067

HEALTH AND HUMAN RESOURCES WELCH COMMUNITY HOSPITAL

454 MCDOWELL STREET WELCH, WV

24801

304-436-8710

	A DIWING							44	
07/03/	3008 Ep		MS OF SAL		5HI	PAIA SEE		FOH	FREIGHT TONGS
BID OPENING DATE:		07/15/	2008			BID	OF		. x 3 Q PW
JANE .	ουλί			EAT NO	new (LIMBER		UNIT PRICE	Aviount
0001	CONTRA *****	1 CT FOR		TH CA		DER SERV		***** TOTAL:	
								,	
		90.000	8-00 milio	SEL PE	VERSE8 DE HO	CICENSAND CO	ND)	Na ma	
SIGNATURE	200000000000000000000000000000000000000					TELEPHONE		DATE	
TITLE		F	2N					ADDRESS CHANGES	TO BE NOTED ABOVE

NO. 4432 P. 4

WEH90024-Health Care Provider Services Addendum #1

- Q.1. Section D.5. Modified Hospitalist Program, after the physician has completed inpatient management will the physician be allowed to assist within the outpatient clinic with patient care within the outpatient clinic?
- A.1. This physician's primary focus will be inpatient care and discharge planning for inpatients. The expectation is that the physician assigned to Hospitalist duties will be expected to work a set number of hours each day handling these duties. If the vendor wishes to work this same physician additional hours working in the clinic, the hospital has no immediate objection to this.
- Q.2. Under Background: Outpatient Services Provided Are: MRI is listed as one of the types of outpatient services provided. Currently this is not a service that the facility offers, was this listed in error?
- A.2. Currently this facility does not offer MRI, we would want to make this available if we should have the need.
- Q.3. Section E.2. Tug River Clinic, does the facility anticipate a formal written agreement between WVDHHR/Welch Community Hospital and Tug River Clinic?
- A.3. No, not at this time.
- Q.4. Section D.4. Pediatric Clinic, Vendor will provide 50% mid-level coverage only if it is determined necessary. How will the vendor know when this would be deemed necessary?
- A.4. This will be the responsibility of the vendor to determine if additional staffing is required within the Rural Health Clinic, or Pediatric Clinic. Please refer back to D.1. Rural Health Clinic Act Qualification: For internal operating purposes, Hospital has a rural health clinic designated under the Rural Health Clinic Act. The designated untal health clinic consists of the clinic on-site at the Hospital and includes the Internal Medicine Clinic, the Walk-in Clinic and the Pediatric Clinic VENDOR shall ensure that at least fifty percent (50%) of the weekly coverage of the rural health clinic is staffed with a mid-level practitioner in order that the Hospital's clinics may continue to meet the designation as rural health clinics. If the federal requirements for the maintenance of this designation change, The VENDOR shall be required to change the mid-level staffing accordingly.

4

NO. 4432 P. 5

5

- Q.5. Can you tell us the Medicare & Medicaid current Rural Health Clinic Rate paid to the facility?
- A.5. The current Medicaid RHC rate is \$142.50 per visit.
 The current Medicare RHC rate is \$142.50 per visit.
- Q.6. In reference to Article I, A., second paragraph, does the facility anticipate changes regarding the Electronic Medical Records data management?
- A.6. The HOSPITAL believes that the implementation of the EMR over the last twelve months has been a major change in the way we handle Medical Record data management. With this in mind, the RFQ states clearly that the VENDOR shall supply physicians that are prepared, willing and able to directly input all physician orders, notes and other important documentation into the Electronic Medical Record (EMR). The EMR is not designed to be faster or more convenient for physicians. Nevertheless, the Hospital believes that with the physician's providing direct input to the EMR we can and will provide a safer environment for all of our patients. There are no plans at this time to radically change the EMR as it exists today except for the addition of Bar Code Medication Administration (BCMA) which is going on now and some other pre-planned additions, such as the lab module.

NO. 4432 P. 6

6

WEH90024-Health Care Provider Services Addendum #1 ADD THE FOLLOWING ARTICLE:

article i

S. In as much as the physicians will be admitting patients to the inpatient acute care hospital, providing surgical procedures, and providing outpatient testing, it is optional that the selected vendor be able to supply admission guidelines such as McKesson InterQual® Procedures criteria (and all subsequent updates) or equal to InterQual® that is considered a nationally recognized, evidence-based medical guideline. This product will be supplied (via hardcopy) to the hospital's Utilization Review Department which will use it to track and monitor admissions and discharges based upon the information provided. McKesson InterQual® Procedures criteria are the preferred product as they are used by West Virginia Medical Institute (WVMI) to determine the medical necessity of inpatient admissions, surgical procedures, and outpatient testing (WVMI is the Medicare Quality Improvement Organization [QIO] for West Virginia. WVMI's Review Department has the responsibility of ensuring that Medicare beneficiaries receive services that meet medically accepted standards of care that are medically necessary, and that are delivered in the most appropriate setting.). The WV Bureau for Medical Services adopted the InterQual products because each set of criteria provides neutral, objective, patient-specific clinical screening guidelines. The selected vendor will need to secure licenses for McKesson InterQual® Procedures (or a similar product equal to it) that will allow Welch Community Hospital's staff to utilize the product for up to five unique users. Vendors will need to include the cost for this service to the quotation. The InterQual® Clinical Content (or its equivalent) must include:

- A. InterQual® Level of Care Criteria or equal:
 - Acute Adult
 - Acute Pediatric
- B. InterQual® Care Planning Criteria or equal:
 - · Procedures Adult
 - Procedures Pediatrio
 - Imaging
- C. AMA (American Medical Association) CPT'M or equal

Furthermore, all physicians are expected to follow and adhere to these guidelines in their practice at WCH and provide detailed documentation to the patient's chart at any time these guidelines are not or cannot be followed, for any reason.

7

NO. 4432 P. 7

SIGH IN SHEET

Mandatory Pre-Bid Conference for		
WEH90924	Please Frint	Date: June 25, 2000 at 1:00 PM
* PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD, FIRM & REPRESENTATIVE NAME	LE, LEAVE A BUSINESS CARD.	
Company Kelly Medical	Paritions Parity	THE STATE OF THE PROPERTY OF T
Rep: Time Kulling		TOLL
Email Address: Truly mg Ocal con-		FAX 304.763. 2722
Company: Keldy Medical Team Hoo Han	1802 6-04 5(0)000	
Email Address: OK D. C.		元日 500-104-8522
Cempany:		
Rep:		TOIL TOIL
Email Address:		FAX
Company:		PHQNE
Rep:		TOLL FREE
Enail Address:		FAX
Company		HONE
Rep.		FAEE
ET HOLL AND CLESSES		FAX

Mandatory Pro-Sid Conference for WE190024

WEH90024-Health Care Provider Services Addendum # 1 ADD THE FOLLOWING ARTICLE:

ARTICLE I

- S. In as much as the physicians will be admitting patients to the inpatient Acute care hospital, providing surgical procedures, and providing Outpatient testing, it is optional that the selected vendor be able to supply Admission guidelines such as McKesson InterQual Procedures criteria (and all subsequent updates) or equal to InterQual that is considered a nationally recognized, evidence-based medical guideline. This product will be supplied (via Hardcopy) to the hospital's Utilization Review Department which will use it to track and monitor admissions and discharges based upon the information provided. McKesson InterQual procedures criteria are the preferred product as they are used by West Virginia Medical Institute (WVMI) to determine the medical necessity of inpatient admissions, surgical procedures, and outpatient testing (WVMI is the Medicare Quality Improvement Organization (QIO) for West Virginia. WVMI's Review Department has the responsibility of ensuring that Medicare beneficiaries receive services that meet medically accepted standards of care that are medically necessary, and that are delivered in the most appropriate setting). The WV Bureau for Medical Services adopted the InterQual products because each set of criteria provides neutral, objective, patient-specific clinical screening guidelines. The selected vendor will need to secure licenses for McKesson InterQual procedures (or similar product equal to it) that will allow Welch Community Hospital's staff to utilize the product for up to five unique users. Vendors will need to include the cost for this service to the quotation. The InterQual Clinical Content (or its equivalent) must include:
 - A. InterQual Level of Care Criteria or equal:
 - Acute Adult
 - Acute Pediatric
 - B. InterQual Care Planning Criteria or equal:
 - Procedures Adult
 - Procedures Pediatric
 - Imaging
 - C. AMA (American Medical Association) CPT or equal

Furthermore, all physicians are expected to follow and adhere to these guidelines in their practice at WCH and provide detailed documentation to the patient's chart at any time these guidelines are not or cannot be followed, for any reason.

Kelly Medical Services Corporation will enter into good faith negotiations with McKesson regarding purchasing the InterQual Clinical Content as outlined above. Kelly Medical Services Corporation will bill the hospital for all cost related to the purchase, updates, and any other related cost.

Maximum cost will be \$20,000 per year.

When McKesson submits final cost and an agreement, we will present these to the hospital for final approval. Once we sign the agreement and submit payment, we will invoice the State for actual cost and expect reimbursement within 30 days. We will not purchase any parts or updates without the hospital's review and acceptance to contents and price.

Attached to this response is the proposal from McKesson for your revies of contents and price.

InterQual Proposal

Kelly Medical Welch Community Hospital

July 9, 2008

InterQual Level of Care Criteria

The InterQual Level of Care products are the most comprehensive tools for review across the care continuum. They cover the continuum of care, from acute settings through home care and outpatient treatment. The richness of clinical detail allows for real-time consideration of an individual patient's severity of illness, comorbidities, and complications, in the review process. InterQual Criteria sets for inpatient rehabilitation, subacute and skilled nursing facilities contain objective endpoints for service, allowing you to perform reviews of discharge or transfer readiness with built-in checkpoints to identify progress, plateau or achievement of goals. Because all of our level-of-care criteria sets support decisions based on the individual's clinical needs, the clinical review process guides the reviewer toward the safest and most efficient level. Level of Care Criteria includes:

Acute Care Criteria

The Acute Care Criteria are the foundation product of the InterQual Level of Care suite and is a valuable tool for ensuring that patients admitted to an acute facility receive the right care in the right setting. Acute Care Criteria set provides support for determining the appropriateness of admission, continued stay, and discharge for patients receiving acute care, including admissions for procedures in the inpatient setting.

With a focus on symptoms rather than diagnoses and the inclusion of clinical variables in a rule-based structure, the InterQual approach assures consistent application of the Acute Criteria in determining whether an admission to the acute care setting is warranted.

Subacute and Skilled Nursing Facility (SNF) Criteria

The Subacute and Skilled Nursing Facility (SNF) Criteria set supports healthcare organizations in managing the appropriateness of admission, continued stay, and discharge for these patients. The Subacute and SNF criteria set differentiates between the subacute and skilled nursing facility levels, and it helps identify the most appropriate level based on patient care needs, services, and clinical stability. Subacute and SNF criteria include the latest level-of-care terminology and typical length-of-stay ranges by category.

Long-Term Acute Care (LTAC) Criteria

Long-Term Acute Care (LTAC) Criteria support you in managing the appropriateness of admission, continued stay, and discharge for the long-term acute level of care. LTAC covers complex medical conditions with a long-term horizon to reach medical stability. Long-term acute care is typically the most costly of the levels of care below acute care and the InterQual LTAC Criteria cover the most frequent conditions that warrant this level of care, including criteria for those patients requiring ventilator weaning.

Rehabilitation Criteria

The Rehabilitation Criteria cover acute and subacute inpatient rehabilitation. The criteria support healthcare organizations in managing the appropriateness of admission, continued stay, and

discharge for the acute and subacute rehabilitation levels of care. They help direct admissions based on the severity of the patient's diagnosis, functional impairment, and ability to tolerate the rehabilitation program—reflecting level and complexity of care rather than location.

Home Care Criteria

The Home Care Criteria set is organized both by service ordered and initial or ongoing review types for maximum workflow efficiency. It fosters efficient use of resources by tying numbers of visits to objective clinical parameters and time frames.

Outpatient Rehabilitation and Chiropractic Criteria

Outpatient Rehabilitation and Chiropractic Criteria cover top referral diagnoses, including most nonoperative, preoperative, and postoperative musculoskeletal diagnoses for the adult population. In addition, criteria for CVA covering physical therapy, occupational therapy, and speech-language pathology enable a multidisciplinary review for stroke patients.

InterQual Care Planning Criteria

The InterQual Care Planning Criteria tools help healthcare organizations determine the suitability of care-related interventions prospectively to help manage utilization, or retrospectively as a quality assurance tool. They can also serve as an educational tool to help promote sound and efficient use of resources, as well as foster communications between physicians and health plans based on an objective reference.

Procedures Criteria

Procedures Criteria cover more than 450 procedures and helps screen for appropriate clinical management steps prior to performing a procedure, identifies urgent procedures, and recommends whether a surgery or an invasive procedure can be performed as inpatient or outpatient depending on the individual patient's presentation.

Imaging Criteria

Imaging Criteria cover more than 110 imaging studies including ICD-9 procedure and CPT codes. This tool provides specific criteria for determining optimal sequencing of and circumstances under which imaging studies are indicated. In addition, the InterQual Imaging Criteria set helps identify situations in which additional diagnostic or therapeutic interventions should be undertaken.

Specialty Referral Criteria

Specialty Referral Criteria help identify clinical circumstances where specialty care is appropriate and under what circumstances care should remain in the hands of a generalist by providing objective benchmarks for the clinically appropriate sequencing of interventions. The criteria provide specific recommendations related to diagnosis, limited management and case management situations for specialist intervention.

Durable Medical Equipment (DME) Criteria

Durable Medical Equipment (DME) Criteria address more than 70 of the most challenging, costly, and time-consuming equipment to authorize using Healthcare Common Procedure Coding System codes (HCPCS) including hearing aids an ankle-foot devices in the pediatric and commercial populations.

InterQual Behavioral Health Criteria

The InterQual Behavioral Health Criteria sets assists in making initial and concurrent level-of-care decisions based on each patient's presentation. The comprehensive range of level-of-care alternatives allows for movement up and down the continuum of care, while content is tailored to the needs of seniors, adults, adolescents and children. The depth of the criteria allows reviewers to consider the

severity of illness as well as other episode-specific variables and match the level of care to the patient's current condition. Behavioral Health Criteria are available to support level of care determination for the following populations:

- Adult Psychiatry
- Geriatric Psychiatry
- Adolescent Psychiatry
- Child Psychiatry
- Chemical Dependency and Dual Diagnosis
 - Adult
 - Adolescent
- Residential Treatment
 - Adult
 - Adolescent
 - Child

For our 2008 release, McKesson added Adult Substance Use subset and Intensive Community-Based Treatment Level of Care (LOC) to Adult, Adolescent, and Child Psychiatry subsets to the Behavioral Health Residential and Community-Based Treatment Criteria.

InterQual SIM™ plus Retrospective Monitoring Criteria

SIM™ *plus* is a set of retrospective monitoring criteria that enable organizations to retrospectively assess the appropriateness of surgical and non-surgical invasive procedures. This tool enables the retrospective validation of medical procedures, as well as identification of improvement opportunities, using patient-specific characteristics and tissue analysis. For example, if a patient did not receive the appropriate non-invasive treatment prior to surgery, SIM *plus* enables evaluation of whether this was an isolated occurrence or a pattern and, if a pattern, whether it crosses all patients or patients assigned to one physician.

SIM *plus* includes quality review criteria for over 600 surgical and invasive procedures, as well as ICD-9 procedures codes and CPT codes for easy reference. Its benefits include:

- Objective validation Use of standard criteria enables evaluation of procedures.
- Reduced risk Reporting of appropriateness of surgical and invasive procedures can be used as part of a quality improvement/risk management program.
- Specialized provider profiling SIM plus supports provider profiling programs in specialty categories.
- Continuous improvement Managers can effect substantial improvement over time by tracking improvement patterns.

CareEnhance Review Manager Enterprise Software

CareEnhance Review Manager Enterprise Software (Review Manager) is a browser-based, interactive tool that automates the use of InterQual Criteria to:

- Simplify level of care, care planning, and utilization reviews
- Facilitate data retrieval, exchange, and reporting
- Improve consistency among reviewers

Review Manager is certified with recognized standards in the URAC Disease, Case and Health Utilization Management programs

Review Manager includes the following features:

Evidence-based Medicine Classification Role assignment Review assignment

MGKESSON

Follow-up review trigger Customization User-friendly search and viewing Tracking of outcome reasons Review locator Reviewer comments Reporting **HL7** Compatible HIPAA enabled

InterQual Online

InterQual Online provides InterQual clinical criteria in electronic "lookup-only" (non-interactive) format through a McKesson-hosted website. With InterQual Online, you can view InterQual content via a simple Web connection to facilitate reviews for your organization's pre-certification, admission, concurrent stay or retrospective needs.

InterQual Online includes access to all the InterQual criteria products and Clinical Evidence Summaries. InterQual Online features include:

Tree view — Nested decision trees within the criteria allow reviewers and case managers to quickly evaluate admissions or services for medical appropriateness without the need to read and interpret long passages of text.

Citations — Users can easily view over 16,000 citations supporting InterQual Criteria.

Clinical Evidence Summaries — InterQual Clinical Evidence Summaries, white papers on complex or

controversial topics, are easily accessible.

SmartSheets TM — InterQual Care Planning SmartSheets provide concise checklist views of care planning criteria.

Search for criteria subsets by CPT® code — Lookups of InterQual Procedures, Imaging, SIM plus, and Management criteria by ICD-9 and CPT codes make referencing InterQual Criteria online fast and practical. Hosting by McKesson — Because InterQual Online is hosted by McKesson, no system administration is necessary.

InterQual® Interrater Reliability Suite

McKesson's Interrater Reliability (IRR) tool helps organizations achieve the maximum value from their evidence-based content of InterQual decision-support criteria.

Our hosted, online IRR tool allows you to measure how well and how consistently your staff is applying the criteria. The portfolio of 10 tests, which are updated and released annually, can be accessed from the convenience of a browser any time, anywhere.

To clearly and immediately identify inconsistencies and opportunities for improvement, the IRR tool provides real-time scoring with the rationale for incorrect answers and, with the click of a button, auto-reporting at the individual and aggregate levels. These instant results let you assess the competency and consistency of reviewers who apply the current release of InterQual criteria.

Training flash videos prepare the system administrator to maintain and customize the tool, educate and support managers and test-takers on the value and use of the tool, and run and disseminate reports.

To further enhance reviewer measurement and flexibility, we also offer a customizable IRR package that allows you to modify our tests and create your own. This helps both with testing on regional or custom criteria and with specialized testing (e.g., for physicians).

Pricing & Options

Criteria	1 st year*	2 nd year	3 rd year
Adult & Pediatric Acute	\$3,861	\$4,290	\$4,290
Imaging	\$3,591	\$3,990	\$3,990
Procedures Adult & Pediatric	\$3,861	\$4,290	\$4,290
Training			
Web 1.5 days up to 10 participants	\$2,250		
Onsite 1.5 days up to 20 participants	\$3,000**		
Physician Onsite 2 hrs up to 20 participants	\$2,000**		

^{*} Includes discounts for multi year contract

** Not including the cost of travel for the trainer

Welch Community Hospital Cost Proposal Sheet WEH90024 Sheet 1 of 2

Service Specialty	Physician Salaries				Malpractice irance	
Physician/ Service Specialty	Number of Full Time Employees	Hourly Salary Rate	Total Annual Salary (a)	Monthly Malpractice Insurance	Annual Cost Malpractice Insurance (b)	Total of Annual Salary & Insurance (a+b)
Anesthesia (CNRA)	2,5		\$ 185,617		\$ 25,526	\$ 211,143
Anesthesia – On Call			185,618		25,525	211,143
Emergency Room	5.75		1,023,339		316,518	1,339,857
Emergency Room - On Call			-0-		-0-	-0-
Family Practice	-0-		-0-		-0-	-0-
Family Practice - On Call	F-127 (2011) (2014)		-0-		-0-	-0-
Geriatrics (Long term Care)	.25		24,216		3,446	27,662
Geriatrics - On Call			24,216		3,446	27,662
Internal Medicine	4		390,817		34,140	424,957
Internal Medicine - On Call			390,818		34,140	424,958
Pathology	.75		116,238		38,927	155,165
Pathology - On Call			-0-		-0-	-0-
Pediatrics	2.1		175,568		17,230	192,798
Pediatrics — On Call			175,567		17,230	192,797
Physician Assistants			Included in Walk-in Clinic		Included in Walk-in Clinic	-0-
Physician Assistants - On Call						-0-
Radiology	2		526,703		41,479	568,182
Radiology — On Call			-0-		-0-	-0-
Surgery	2		302,702		67,005	369,707
Surgery — On Call			302,703		67,005	369,708
Walk-In Clinic	2.5		266,378		16,336	282,714
Walk-In Clinic - On Call			-0-		-0-	-0-
Other: Pathology Tech	1.1		58,119		Incl. Pathologist	58,119
Other	July 11 processor of the second					
Totals	22.95		\$4,148,619		\$707,953	\$4,856,572
			(A)		(B)	

Cost Calculation of Monthly Fees for Rural Health Clinic Services (Average 1,042 visits per month.)	Bill	Rate	X Visits =	Mo	imated onthly nount		Estimated Total Cost
First visits	\$	83	1,042	\$	86,486	X 12 =	\$ 1,037,832
				 Estimate	ed Total A	nnual Cost	\$ 1,037,83

Administrative Fee for Health Care Provider Services: Vendor may have an administrative fee for providing Health Care Services.	Monthly Total	Annual Total
	\$ 78,855	\$946,260

(D)

Other Costs (Billing Cost):	Monthly	Annual
This is in addition to the administrative cost above. This is the cost	Total	Total
To bill for the physician services rendered.		
	\$ 53,813	\$645,756

(E)

Summary of Cost Proposal		Annu	al Totals
Total of Annual Physician Salary	(A)	\$	4,148,619
Total of Annual Malpractice Insurance	(B)	\$	707,953
Total for Annual Clinic Fees	(C)	(\$	1,037,832)
Total of Administrative Fees for Health Care Provider Services	(D)	\$	946,260
Other Costs (Billing Cost)	(E)	\$	645,756
Total Price for Health Care Provider Services			5,410,756

Vendor anticipates collections of 1,300,000 per year.

Vendor will bill separately for the price of McKesson InterQual (only after the agreement and cost are approved by the state), maximum cost \$20,000 per year.

Vendor Name

Data

Name of Athorized Representative

Title

RFQ	No.	
, ,, , ,,		

STATE OF WEST VIRGINIA Purchasing Division

PURCHASING AFFIDAVIT

VENDOR OWING A DEBT TO THE STATE:

West Virginia Code §5A-3-10a provides that: 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 the debt owed is an amount greater than one thousand dollars in the aggregate.

PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

West Virginia Code §21-1D-5 provides that: Any solicitation for a public improvement construction contract shall require each vendor that submits a bid for the work to submit at the same time an affidavit that the vendor has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code. A public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the West Virginia Code may take place before their work on the public improvement is begun.

ANTITRUST:

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will 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 the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership or person or entity submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

LICENSING:

Vendors 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 agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

CONFIDENTIALITY:

The vendor agrees that he or she 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. Vendors should visit www.state.wv.us/admin/purchase/privacy for the Notice of Agency Confidentiality Policies.

Under penalty of law for false swearing (West Virginia Code §61-5-3), it is hereby certified that the vendor acknowledges the information in this said affidavit and is in compliance with the requirements as stated.

Vendor's Name:	Kolly Maker /	Toen Hoolth	
Authorized Signature	: Usiff	Date:	7/1/16
Purchasing Affidavit (Revis			, , , , , , , , , , , , , , , , , , , ,

Appendix 6: WV-96

WV-96 Rev. 10/07

AGREEMENT ADDENDUM

In the event of conflict between this addendum and the agreement, this addendum shall control:

- 1. **DISPUTES** Any references in the agreement to arbitration or to the jurisdiction of any court are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
- 2. HOLD HARMLESS Any clause requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
- 3. GOVERNING LAW The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
- 4. TAXES Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
- PAYMENT Any references to prepayment are deleted. Payment will be in arrears.
- 6. INTEREST Should the agreement include a provision for interest on late payments, the Agency agrees to pay the maximum legal rate under West Virginia law. All other references to interest or late charges are deleted.
- 7. RECOUPMENT Any language in the agreement waiving the Agency's right to set-off, counterclaim, recoupment, or other defense is hereby deleted.
- 8. **FISCAL YEAR FUNDING** Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
- 9. STATUTE OF LIMITATION Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
- 10. SIMILAR SERVICES Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
- 11. ATTORNEY FEES The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction.

 Any other provision is invalid and considered null and void.
- 12. ASSIGNMENT Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
- 13. LIMITATION OF LIABILITY The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages to a certain dollar amount or to the amount of the agreement is hereby deleted. Limitations on special, incidental or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
- 14. RIGHT TO TERMINATE Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor. Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination.
- 15. **TERMINATION CHARGES** Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
- 16. **RENEWAL** Any reference to automatic renewal is hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties.
- 17. INSURANCE Any provision requiring the Agency to insure equipment or property of any kind and name the Vendor as beneficiary or as an additional insured is hereby deleted.
- 18. RIGHT TO NOTICE Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
- 19. ACCELERATION Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
- 20. CONFIDENTIALITY: -Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act.
- 21. <u>AMENDMENTS</u> All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

STATE OF WEST VIRGINIA	VENDOR
Spending Unit:	Company Name: Kally Mak of Ta Acale,
Signed:	Signed:
Title:	Title:
Date:	Date: 7/11/18