



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

Request for Quotation

RFQ NUMBER
MMB10058

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
ROBERTA WAGNER 304-558-0067

RFQ COPY

TYPE NAME/ADDRESS HERE

VENDOR

Liberty Healthcare Corporation
 401 East City Avenue
 Suite 820
 Bala Cynwyd PA 19004

SHIP TO

HEALTH AND HUMAN RESOURCES
 MILDRED MITCHELL-BATEMAN
 HOSPITAL
 1530 NORWAY AVENUE
 HUNTINGTON, WV
 25705 304-525-7801

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
11/17/2009				

BID OPENING DATE: 12/17/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		948-21	See Bid Summary - Page 8	
<p>OPEN END CONTRACT FOR FULL TIME PSYCHIATRIC SERVICES</p> <p>REQUEST FOR QUOTATION</p> <p>OPEN END CONTRACT</p> <p>TO PROVIDE FULL TIME (40 HOURS PER WEEK) "LOCUM" PSYCHIATRIC PHYSICIAN SERVICES NEEDED FOR THE BUREAU FOR BEHAVIORAL HEALTH AND HEALTH FACILITIES, AT IT'S MILDRED MITCHELL-BATEMAN HOSPITAL LOCATED AT 1530 NORWAY AVENUE; HUNTINGTON, WV 25705, PER THE ATTACHED SPECIFICATIONS.</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON UPON AWARD, AND EXTENDS FOR A ONE YEAR PERIOD OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p>						

RECEIVED
 DEC 16 A 10:18
 PURCHASING DIVISION
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE	TELEPHONE	DATE	
<i>[Signature]</i>	(610) 668-8800	12/14/09	
TITLE	FERN	ADDRESS CHANGES TO BE NOTED ABOVE	
President	23-2428586		

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

**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 fee
5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, 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, the State may deem this contract null and void, and terminate such contract 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 Cover 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

1. 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
4. Unit prices shall prevail in case of discrepancy.
5. All quotations are considered FOB 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



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

**Request for
 Quotation**

RFQ NUMBER
 MMB10058

PAGE
 2

ADDRESS CORRESPONDENCE TO ATTENTION OF:
 ROBERTA WAGNER
 304-558-0067

RFQ COPY

TYPE NAME/ADDRESS HERE

Liberty Healthcare Corporation
 401 East City Avenue
 Suite 820
 Bala Cynwyd PA 19004

HEALTH AND HUMAN RESOURCES

MILDRED MITCHELL-BATEMAN
 HOSPITAL
 1530 NORWAY AVENUE
 HUNTINGTON, WV
 25705 304-525-7801

DATE PRINTED:	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
11/17/2009				

BID OPENING DATE: 12/17/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
	(610) 668-8800	12/14/09
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
President	23-2428586	

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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

Request for Quotation

RFQ NUMBER
MMB10058

PAGE
3

ADDRESS CORRESPONDENCE TO ATTENTION OF:
ROBERTA WAGNER 304-558-0067

RFQ COPY

TYPE NAME/ADDRESS HERE

VENDOR

Liberty Healthcare Corporation
 401 East City Avenue
 Suite 820
 Bala Cynwyd, PA 19004

SHIP TO

HEALTH AND HUMAN RESOURCES
 MILDRED MITCHELL-BATEMAN
 HOSPITAL
 1530 NORWAY AVENUE
 HUNTINGTON, WV
 25705 304-525-7801

DATE PRINTED: 11/17/2009	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
-----------------------------	---------------	----------	--------	---------------

BID OPENING DATE: 12/17/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 04/11/2001</p> <p>INQUIRIES WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON 12/1/2009. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR E-MAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, E-MAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO:</p> <p>ROBERTA WAGNER DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25311</p> <p>FAX: 304-558-4115 E-MAIL: ROBERTA.A.WAGNER@WV.GOV</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE 	TELEPHONE (610) 668-8800	DATE 12/14/09
TITLE President	FERN 23-2428586	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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

Request for Quotation

RFQ NUMBER
MMB10058

PAGE
4

ADDRESS CORRESPONDENCE TO ATTENTION OF:
ROBERTA WAGNER
304-558-0067

RFQ COPY

TYPE NAME/ADDRESS HERE

Liberty Healthcare Corporation
 401 East City Avenue
 Suite 820
 Bala Cynwyd, PA 19004

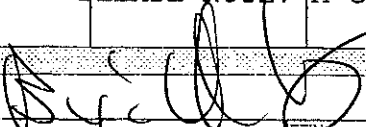
HEALTH AND HUMAN RESOURCES
 MILDRED MITCHELL-BATEMAN
 HOSPITAL
 1530 NORWAY AVENUE
 HUNTINGTON, WV
 25705 304-525-7801

DATE PRINTED: 11/17/2009	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
-----------------------------	---------------	----------	--------	---------------

BID OPENING DATE: 12/17/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	LOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>EXHIBIT 4</p> <p>LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES IN THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEN TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA. IF THE VENDOR DOES NOT WISH TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST CLEARLY INDICATE SUCH REFUSAL IN HIS BID SUCH REFUSAL SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY MANNER.</p> <p>REV 3/88</p> <p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.</p> <p>REV 07/16/2007</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>PLEASE NOTE: A CONVENIENCE COPY WOULD BE APPRECIATED.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE 	TELEPHONE (610) 668-8800	DATE 12/14/09
TITLE President	23-2428586	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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

**Request for
 Quotation**

RFQ NUMBER
 MMB10058

PAGE
 5

ADDRESS CORRESPONDENCE TO ATTENTION OF:
 ROBERTA WAGNER
 304-558-0067

RFQ COPY

TYPE NAME/ADDRESS HERE

V
E
N
D
O
R

Liberty Healthcare Corporation
 401 East City Avenue
 Suite 820
 Bala Cynwyd, PA 19004

S
H
I
P
T
O

HEALTH AND HUMAN RESOURCES
 MILDRED MITCHELL-BATEMAN
 HOSPITAL
 1530 NORWAY AVENUE
 HUNTINGTON, WV
 25705 304-525-7801

DATE PRINTED 11/17/2009	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
----------------------------	---------------	----------	--------	---------------

BID OPENING DATE: 12/17/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: RW-22</p> <p>RFQ. NO : MMB10058</p> <p>BID OPENING DATE: 12/17/2009</p> <p>BID OPENING TIME: 1:30PM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: 610-667-5559</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY): Rick Robinson, Chief Operating Officer</p> <p>***** THIS IS THE END OF RFQ MMB10058 ***** TOTAL:</p>						

See Bid Summary
 Page 8

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE 	TELEPHONE (610) 668-8800	DATE 12-14-09
TITLE President	FERN 23-2428586	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

To provide an open end contract for full time "locum" psychiatric physician(s) services to comply with the staffing needs of the Bureau for Behavior Health and Health Facilities for its acute care 110-bed psychiatric hospital, Mildred Mitchell-Bateman Hospital located at 1530 Norway Avenue, Huntington, West Virginia 25709

The purpose of this request is to obtain additional vendors to provide fulltime (40 hours per week) "locum tenens" psychiatric physician(s) licensed to practice medicine in the State of West Virginia in an adult and young adult psychiatric hospital that also serves a forensic population to care for our patients

Quantities listed are estimates only, for evaluation purposes. Actual needs of the facility will be provided, whether it be greater or less than estimated.

Mandatory Requirements:

Vendor agrees to monitor, assure and document the competency of the staff assigned to provide the aforementioned services to Mildred Mitchell-Bateman Hospital and will provide documentation of such, when requested. The competency assessment must include age-specific and cultural competencies for services provided to patients

Minimum qualifications:

- a. Must show proof of completion of an accredited 3-year residency program in psychiatry or equivalent
- b. Must show proof of at least nine (9) months of psychiatric inpatient practice (can be during residency)
- c. Must be board eligible / certified in psychiatry
- d. Must possess a current West Virginia Board of Medicine license
- e. Must have a current DEA certificate

Essential Duties and Responsibilities:

- a. Must make daily rounds with the treatment team, do consultations and perform physical examinations as needed
- b. Must perform and dictate initial psychiatric evaluations
- c. Must refer patients to other disciplines if needed
- d. Must write progress notes, medication review, mental status, AIMS, and other correspondence, as necessary, per Medical Staff rules
- e. Must perform psychiatric consultations when needed
- f. Must read, review and dictate discharge summaries

-
- g. Must testify in court and commitment hearings, when necessary
 - h. Must meet with families and other interested members as well as answer telephone calls to family members and other people and agencies about patient
 - i. Must attend committee meetings, as required
 - j. Must be present in the hospital each business day – minimum 8:00 a.m. – 4:00 p.m. (Monday thru Friday)

Hospital will:

- a. Provide vendor(s) with specific positions for recruitment purposes
- b. Provide an adequate orientation for each employee.
- c. Provide work schedule for employee
- d. Provide vendor(s) a written evaluation of employee upon completion of assignment

Special Terms and Conditions:

Insurance Requirements: The vendor(s) shall maintain and furnish proof of coverage of liability insurance for loss, damage or injury (including death) of third parties arising from acts and omissions on the part of the vendor, its agents and employees in the following amounts:

1. For bodily injury (including death) \$500,000 per person, minimum of \$1,000,000 per occurrence.
2. For property damage and professional liability: Minimum \$1,000,000 per occurrence.
3. State of West Virginia, Department of Health & Human Resources, needs to be listed as the certificate holder on the proof of insurance.

License Requirements:

The successful vendor must present evidence of certification or licensure with WV Workers Compensation and Unemployment Funds, a copy of its WV Business Certificate and any other license it may be required to hold by the nature of its operation.

NOTE: Any anticipated travel and living arrangements must be incorporated into the vendor's fee. No travel and/or living allowance will be reimbursed by the State and is the sole responsibility of the vendor.

BID SUMMARY

Types of Coverage: Adult/young adult Psychiatric (inpatient)

Contact Person: Hospital Clinical Director or their designee

Coverage and Rates: Full Time (All-inclusive) Hourly Rate = \$ 234.00

Daily Rate: \$ 1,872.00 per one eight-hour day (8 hours X hourly rate).

Overtime Rate: \$ 234.00 hourly rate.

Permanent Placement Fee: \$ 250,000.00 one time fee per each permanently placed employee by vendor

This shall be a progressive award contract and the award will be made according to each Vendor's bid response and lowest cost. Low bid will be designated as MMB10058A, next lowest bid will be designated as MMB10058B, and so on. The agency will contact Vendor "A" first to provide their needs. If Vendor "A" cannot provide services, agency will go to Vendor "B", and so on.

Life of Contract:

Date of Coverage: upon award and continue for a period of one (1) year, with the option of two (2), one (1) year renewals. Actual start date for staff will be based on the credentialing process to be performed by the hospital.

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:

If this is a solicitation for a public improvement construction contract, the vendor, by its signature below, affirms that it has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code*. The vendor **must** make said affirmation with its bid submission. Further, 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. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.

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

Vendor's Name: Liberty Healthcare Corporation

Authorized Signature: [Signature] Date: 12-14-09

State of West Virginia VENDOR PREFERENCE CERTIFICATE

Certification and application* is hereby made for Preference in accordance with *West Virginia Code*, §5A-3-37 (Does not apply to construction contracts) *West Virginia Code*, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the *West Virginia Code*. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

- 1. **Application is made for 2.5% resident vendor preference for the reason checked:**
 Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
 Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
 Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
- 2. **Application is made for 2.5% resident vendor preference for the reason checked:**
 Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
- 3. **Application is made for 2.5% resident vendor preference for the reason checked:**
 Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
- 4. **Application is made for 5% resident vendor preference for the reason checked:**
 Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
- 5. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**
 Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
- 6. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**
 Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (*West Virginia Code*, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: Liberty Healthcare Corporation

Signed:

Date: 12-14-09

Title: President

*Check any combination of preference consideration(s) indicated above which you are entitled to receive



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

**Request for
 Quotation**

RFQ NUMBER
MMB10058

PAGE
1

ADDRESS/RESPONSE TO ATTENTION
**ROBERTA WAGNER
 304-558-0067**

RFQ COPY

TYPE NAME/ADDRESS HERE

Liberty Healthcare Corporation
 401 East City Avenue
 Suite 820
 Bala Cynwyd, PA 19004

HEALTH AND HUMAN RESOURCES
 MILDRED MITCHELL-BATEMAN
 HOSPITAL
 1530 NORWAY AVENUE
 HUNTINGTON, WV
 25705 304-525-7801

DATE BILLED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
12/04/2009				
BID OPENING DATE: 12/17/2009		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOM	UNIT PRICE	AMOUNT
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.: MMB10058				
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 .. X				
NO. 2				
NO. 3				
NO. 4				
NO. 5				
I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.				

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *[Signature]* TELEPHONE: (610) 668-8800 DATE: 12-14-09

TITLE: President FIRM: 23-2428586 ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

**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 fee.
5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, 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, the State may deem this contract null and void, and terminate such contract 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 Cover 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 workplace 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

1. 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.
4. Unit prices shall prevail in case 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



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50190
 Charleston, WV 25305-0130

Request for Quotation

RFQ NUMBER
MMB10058

PAGE
2

ADDRESS CORRESPONDENCE FOR RETURN OF
ROBERTA WAGNER
304-558-0067

RFQ COPY

VENDOR

TYPE NAME/ADDRESS HERE

Liberty Healthcare Corporation
 401 East City Avenue
 Suite 820
 Bala Cynwyd, PA 19004

BUYER

HEALTH AND HUMAN RESOURCES
 MILDRED MITCHELL-BATEMAN
 HOSPITAL
 1530 NORWAY AVENUE
 HUNTINGTON, WV
 25705 304-525-7801

DATE REBID:	TERMS OF SALE:	SHIP VIA:	FOB:	FREIGHT TERMS:
12/04/2009				

BID OPENING DATE: **12/17/2009** BID OPENING TIME: **01:30PM**

LINE	QUANTITY	UOF	UNIT	ITEM NUMBER	INTERISE	AMOUNT
------	----------	-----	------	-------------	----------	--------

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.

[Handwritten Signature]

 SIGNATURE

Liberty Healthcare Corporation
 COMPANY

[Handwritten Date]

 DATE

NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.

REV. 09/21/2009

END OF ADDENDUM NO. 1

SEE REVERSE SIDE FOR TERMS AND CONDITIONS		TELEPHONE	DATE
SIGNATURE <i>[Handwritten Signature]</i>		(610) 668-8800	12-14-09
TITLE	PERN	ADDRESS CHANGES TO BE NOTED ABOVE	
President	23-2428586		

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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

Request for Quotation

RFQ NUMBER
MMB10058

PAGE
3

ADDRESS CORRESPONDENCE TO ATTENTION OF
ROBERTA WAGNER
304-558-0067

RFQ COPY

TYPE NAME/ADDRESS HERE

Liberty Healthcare Corporation
401 East City Avenue
Suite 820
Bala Cynwyd PA 19004

HEALTH AND HUMAN RESOURCES
MILDRED MITCHELL-BATEMAN
HOSPITAL
1530 NORWAY AVENUE
HUNTINGTON, WV
25705 304-525-7801

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS	
12/04/2009					
BID OPENING DATE: 12/17/2009		BID OPENING TIME 01:30PM			
LINE	QUANTITY	UNIT	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB	948-21		
OPEN END CONTRACT FOR FULL TIME PSYCHIATRIC SERVICES					See Bid Summary Page 8
***** THIS IS THE END OF RFQ MMB10058 ***** TOTAL:					
SIGNATURE <i>[Signature]</i>					TELEPHONE (610) 668-8800
TITLE President		FAX 23-2428586		DATE <i>[Signature]</i>	
					ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

MMB10058 Addendum #1-Full Time "Locum" Psychiatrists**Response to vendor questions:****Question 1:**

Purchasing Division - it says under terms there is a \$125 fee to register with the purchasing division? Is this necessary for us to do?

Response 1:

Yes, you must be registered as a vendor with the State of West Virginia to do business in the state.

Question 2:

What is the purchasing card acceptance? When a physician is successfully signed with the hospital, we usually invoice the facility. Who should the invoice be directed to?

Response 2:

Purchasing Card acceptance does not apply to this contract. The invoice should be directed to Accounts Payable at Mildred Mitchell-Bateman Hospital.

Question 3:

It says the state will not incorporate the travel and living arrangements and this must be incorporated into our fee. We will not pay for a physician's interview to your facility. If this cannot be worked out, I will explain to any viable candidate that the facility will not cover interview expenses ahead of time.

Answer 3:

Per State policy we cannot pay for travel expenses.

Question 4:

Also we need to clarify when a fee will be paid. We require that the fee be paid when the physician signs the employment agreement. We may be flexible to 50% due upon signing the employment agreement and 50% due upon the commencement of practice. Let me know how to handle this.

MMB10058 Addendum #1-Full Time "Locum" Psychiatrists**Response to vendor questions:****Question 1:**

Purchasing Division - it says under terms there is a \$125 fee to register with the purchasing division? Is this necessary for us to do?

Response 1:

Yes. If you are the successful bidder, you must be registered as a vendor with the State of West Virginia before an award can be made.

Question 2:

What is the purchasing card acceptance? When a physician is successfully signed with the hospital, we usually invoice the facility. Who should the invoice be directed to?

Response 2:

Purchasing Card acceptance does not apply to this contract. The invoice should be directed to Accounts Payable at Mildred Mitchell-Bateman Hospital.

Question 3:

It says the state will not incorporate the travel and living arrangements and this must be incorporated into our fee. We will not pay for a physician's interview to your facility. If this cannot be worked out, I will explain to any viable candidate that the facility will not cover interview expenses ahead of time.

Answer 3:

Per State policy we cannot pay for travel expenses.

Question 4:

Also we need to clarify when a fee will be paid. We require that the fee be paid when the physician signs the employment agreement. We may be flexible to 50% due upon signing the employment agreement and 50% due upon the commencement of practice. Let me know how to handle this.

Answer 4:

This does not apply to this contract. This is a "locum tenen" contract which means that the vendor pays the candidate and then invoices the facility.

Question 5:

I need to know how to go about submitting a candidate. Do we clear a name with the main contact first and then just send the CV? Or do we just send the CV and you will tell us if you already have them? Most facilities prefer that we clear a name before sending CVs to eliminate the potential for duplicate submissions.

Response 5:

Clear the name with the main contact and then send the CV.

Question 6:

Who is my main contact for follow up?

Answer 6:

Your main contact for follow up is the Clinical Director's Secretary. Specific contact information will be provided once a contract has been awarded.

Question 7:

Who schedules interviews for a physician to visit?

Answer 7:

All interviews and visits are handled by the Clinical Director's Secretary. Specific contact information will be provided once a contract has been awarded.

Question 8:

Will the facility sponsor H1-B and J1 physicians?

Answer 8:

The facility will sponsor a J1 psychiatrist.

Question 9:

I need to know a little bit more information about the facilities situation. This is what I have so far:

"Need 7 general psychiatrists! Mildred Mitchell-Bateman Hospital will be expanding from a 90-bed to a 110-bed Acute Care Mental Health facility starting in March 2007. The expansion will take place in MMBH Building #2 where the 2nd and 3rd floors will be completely renovated for patient care. We have a need for seven (7) psychiatrists. Group of 5 JI physicians left to take higher paying position. New pay scale we negotiated and we lost to retirement and one has been opened for our newly remodeled units. All Inpatient. We are a state sponsored facility and we need a board eligible psychiatrist to care for our patients. Forensic patient population as well. They see between 12-14 patients each when we are fully staffed with psychiatrists and patients. We are in the foothills of West Virginia, 5-minutes from Ohio and 20-minutes from Kentucky on the Ohio River."

Answer 9:

Mildred Mitchell-Bateman Hospital is accredited by Joint Commission and certified by CMS. We are affiliated with Marshall University's Joan C. Edwards School of Medicine. We are surrounded by two tertiary level hospitals with a local privately operated hospital. This region has a low crime rate, accessible to air travel and an excellent school system. We are in need of two psychiatrists at the present time.

Question 10:

If you could let me know more about:

- Base salary
- Sign on bonus if applicable
- Loan repayment options
- Relocation/moving expense package

Answer 10:

Under this contract the doctor's will not be on our payroll. We pay the vendor who recruits them.