



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
 MMB10059

PAGE
 1

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

Locum Tenens.com
 2655 Northwinds Pkwy
 Alpharetta, GA 30009

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	FOB	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		
OPEN END CONTRACT FOR PART TIME PSYCHIATRIC SERVICES REQUEST FOR QUOTATION OPEN END CONTRACT TO PROVIDE PART TIME (LESS THAN 40 HRS PER WK) "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.						
EXHIBIT 3 LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE 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 DAY WRITTEN NOTICE. 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.						

RECEIVED

2009 DEC 16 A 10:22

PURCHASING DIVISION
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>[Signature]</i>	770-643-5684	12/14/09
FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	
58-2534465		

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



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<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 <i>[Signature]</i>	TELEPHONE 470-643-5684	DATE 12/14/09
TITLE J.P.	FEIN 58-2534465	ADDRESS CHANGES TO BE NOTED ABOVE

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*LocumTenens.com
 2655 Northwoods Pkwy
 Alpharetta, GA 30009*

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<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 12/17/2009. 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 <i>[Signature]</i>	TELEPHONE 770-643-5684	DATE 12/14/09
TITLE V.P.	FAX 88-253 4465	ADDRESS CHANGES TO BE NOTED ABOVE

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LINE	QUANTITY	UOP	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 EXTEND 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 <i>[Signature]</i>	TELEPHONE 770-643-5684	DATE 12/10/09
TITLE U.P.	FERN 58-2534465	ADDRESS CHANGES TO BE NOTED ABOVE

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<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.: MMB10059</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: <i>678-352-4380</i></p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY): <i>Jennifer Newton</i></p> <p>***** THIS IS THE END OF RFQ MMB10059 ***** TOTAL: _____</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE <i>770-643-5684</i>	DATE <i>12/14/09</i>
TITLE <i>U.P.</i>	FEIN <i>58-2534465</i>	ADDRESS CHANGES TO BE NOTED ABOVE

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

REQUEST FOR QUOTATION

To provide an open end contract for part 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 part time (less than 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 4 hours daily (Monday thru Friday) each.

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. Bodily injury (including death) \$500,000 per person, with a minimum of \$1,000,000 per occurrence.
2. Property damage and professional liability, with a minimum of \$1,000,000 per occurrence.
3. State of West Virginia, Department of Health & Human Resources, needs to be listed as the certificate holder.

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

Coverage and Rates: Part Time, Hourly Rate = \$ 182 All inclusive.

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

Contact Person: Hospital Clinical Director or their designee

Permanent Placement Fee: \$ 30,000 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 MMB10059A, next lowest bid will be designated as MMB10059B, 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 one (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: LocumTenens.com
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: LocumTenens.com Signed: 
Date: 12/14/09 Title: V.P.

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



December 14, 2009

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

Re: RFQ# MMB10059

LocumTenens.com is pleased to submit the attached quotation to provide Locum Tenens Licensed Psychiatrists for the State of West Virginia, Mildred Mitchell-Bateman. We are confident of our ability to perform all the requirements of an ensuing contract in an exceptional manner.

Bidder Information: LocumTenens.com, LLC
2655 Northwinds Parkway
Alpharetta, GA 30009
Tax Id Number: 58-2534465

Bidder Contacts: Contact for Negotiations or Clarification
Jennifer Newton
Account Executive—Psychiatry Division
Direct: 770-643-5684
Fax: 678-352-4380
Email: jnewton@locumtenens.com

Authorized to Contractually Obligate LocumTenens.com
Kevin Thill
Vice President—Psychiatry Division
Direct: 770-643-55728
Email: thill@locumtenens.com

We appreciate this opportunity and understand that this submission is an acceptance to the conditions and requirements contained in this RFQ.

LocumTenens.com acknowledges the receipt of all additions to this RFQ.

Sincerely,

A handwritten signature in black ink, appearing to read "Kevin Thill", is written over the word "Sincerely,".

Kevin Thill
Vice President—Psychiatry Division

Table of Contents

Information about LocumTenens.com	Page 3
Mandatory Requirements	Page 4
Minimum Requirements	Page 4-5
Special Terms and Conditions	Page 6
Attachment 1: Insurance Documents	

Information about LocumTenens.com

LocumTenens.com specializes in the recruitment and placement of Anesthesiologists, Certified Registered Nurse Anesthetists, Psychiatrists, Radiologists, Family Practice Physicians and Surgeons. We serve both medical professionals looking for employment opportunities and healthcare organizations looking to solve employment shortages.

LocumTenens.com intends to supply physicians to provide Psychiatric Services to the State of West Virginia's Department of Health Facilities, on an "as required" basis. We are prepared to offer these services for the term of the contract and any subsequent renewal option years, as necessary. All physicians will meet the licensing requirements set forth in the RFQ and future contract and will be qualified to perform all tasks, as assigned. During the contract term State of West Virginia facilities will have a designated recruiter and client coordinator available that will help guide the County through the recruitment and credentialing process.

LocumTenens.com was established in 1995 and has successfully staffed medical professionals in thousands of locations. Assigned to this task is a full-time recruitment and retention team, which is under the direct supervision and control of our recruitment managers. This department develops, implements, monitors, and evaluates the recruitment, development, and retention of direct and indirect care staff, and reports directly to the executive committee (CEO, COO, CFO, and Department Chiefs). Our team of professionals is dedicated to being the best in the business of locum tenens staffing and, given the opportunity, will prove why we are better than the competition. Our past performance is a testimony to our service.

LocumTenens.com currently has over 300 licensed Psychiatrists in the state of West Virginia with new licensees added regularly. Due to this extensive pool of Providers and our experience in the physician staffing industry we are confident that the State of West Virginia and Mildred Mitchell-Bateman will benefit from our services.

Mandatory Requirements

Providers are independent contractors of LocumTenens.com and/or any one of its affiliates (including LT Medical, LLC). Providers are not employees or agents of LocumTenens.com. Because Providers are independent contractors, neither LocumTenens.com, nor you, will be responsible for incurring employee social security payments, workers' compensation insurance, unemployment insurance or health insurance. All medical, healthcare, or clinical decisions or actions shall be solely those of the Provider.

LocumTenens.com is committed to customer satisfaction. Our risk management team will periodically review the performance of Providers while on assignment. You agree to assist LocumTenens.com in this process by providing us with meaningful feedback by (1) including locum tenens Providers placed through us in the ongoing quality assurance/risk management programs of your facility, (2) providing necessary materials and reports on the performance of Providers to LocumTenens.com's customer service/risk management team, medical director and legal counsel, and (3) advising us within 48 hours of your notification of any incident or claim involving a Provider placed through LocumTenens.com so that we may assist in its resolution.

Minimum Requirements

LocumTenens.com adheres to the highest level of standards and code of ethics, which is one of the main reasons why we employ a separate CVO that verifies the credentials of Providers. Each Provider that works through LocumTenens.com has to sign a contract that clearly outlines the standards of practice and performance for each assignment. LocumTenens.com does not outline any clinical practices or review such practices, as we are not licensed medical professionals. The state locations may conduct their own performance evaluations and supply specific standards of practice to any Provider assigned to work in the facility.

LocumTenens.com will secure permission from interested Providers to submit their Curriculum Vitae for review. Prior to working with LocumTenens.com Providers must complete an in-house credentialing application. Once completed, the clinical credentials of every health care provider are processed, reviewed for quality assurance and approved prior to each assignment. The credentialing processes of LocumTenens.com include primary source verification of credentials in accordance with the standards of the National Committee for Quality Assurance (NCQA) and the Joint Commission. Credentials for all providers are processed through our NCQA-certified Credentials Verification Organization (CVO)-Jackson CVO.

The following elements are verified via primary source:

- Current licensure to include ensuring license(s) is in good standing and lack of disciplinary history for the following states:
- DEA Certification
- Health and Human Services/Office of Inspector General search for Medicare/Medicaid sanctions
- National Practitioner Data Bank (NPDB) query
- Federation of State Medical Boards query
- Education and training, to include:
 - Medical School
 - Internship
 - Residency
 - Fellowship

In addition, a thorough review of the following elements is also completed:

- Detailed review of work history
- Review of clinical skills and current competency (via self-assessment skills checklists, CME, etc)
- Professional peer references
- Professional liability claims history

Criminal background checks and drug screens are also available per client request.

Malpractice Insurance:

LocumTenens.com will provide medical malpractice insurance to all physicians placed through LocumTenens.com. This is an occurrence based policy that has limits with \$1

million per occurrence and \$3 million aggregate. These limits may be adjusted as the State of West Virginia deems necessary. All certificates of insurance will be submitted with an accepted candidates credentials.

Special Terms and Conditions:

Insurance Requirements: Please see attachments.

Fees:

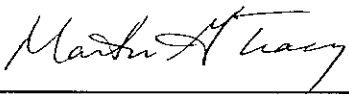
LocumTenens.com currently works with over 300 psychiatrists licensed in the state of West Virginia, with new providers added regularly. LocumTenens.com will use its best efforts to supply physicians to provide Psychiatric Services to Mildred Mitchell-Bateman, on an “as required” basis within the following rate structure:

Specialty	Maximum Daily Rate	Overtime Rate Per Hour	On-Call Rate Per Night	On-Call Rate Per Weekend
Adult Psychiatry	\$1456	\$195	\$195	\$636
Permanent Placement	\$30,000			

* Please note these prices include transportation, lodging, per diems, and Contractor’s overhead and profit. In addition, to minimize costs of transportation and lodging we only allow for a mid-size rental car at corporate rates and the equivalent of a Holiday Inn for lodging.

**THE PSYCHIATRISTS' PROGRAM
 APA-ENDORSED PSYCHIATRISTS' PROFESSIONAL LIABILITY INSURANCE PROGRAM
 Certificate of Insurance**

This certificate is issued as a matter of information only and confers no rights upon the certificate holder.
 This certificate does not amend, extend or alter the coverage provided by the insurance policy below

1. NAME AND ADDRESS OF NAMED INSURED				
LocumTenens.com 2655 Northwinds Parkway Alpharetta, GA 30009		The policy of insurance listed below has been issued to the named insured for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions and conditions of such policy. Aggregate limits shown may have been reduced by paid claims.		
2. COMPANY		3. POLICY NUMBER		4. CERTIFICATE NUMBER
National Union Fire Insurance Company of Pittsburgh, PA		GP-PSC07-354271		600161
5. POLICY PERIOD				
From:	<u>October 1, 2009</u> at 12:01 A.M. Standard Time	To:	<u>October 1, 2010</u> at 12:01 A.M. Standard Time	
Retroactive Date (GROUP):	<u>N/A</u> at 12:01 A.M. Standard Time	Retroactive Date (N.I.):	<u>N/A</u> at 12:01 A.M. Standard Time	
6. TYPE OF INSURANCE		7. COVERED SPECIALTY		
Professional Liability		Psychiatry (MD)		
8. EFFECTIVE	LIMITS OF LIABILITY	COVERAGE	STATE/RATING AREA	OTHER STATES
	(Each Medical Incident/Each Policy Period)			
10/01/2009	\$1,000,000 / \$3,000,000	Occurrence	WV	N/A
9. NAME AND ADDRESS OF CERTIFICATE HOLDER				
Department of Health and Human Resources Charleston, WV 25305		Should the above described policy be canceled before the expiration date thereof, the company will endeavor to mail written notice to the certificate holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.		
10. NAME AND ADDRESS OF ADMINISTRATOR				
Professional Risk Management Services, Inc. 1515 Wilson Boulevard, Suite 800 Arlington, VA 22209 Telephone: (800) 245-3333		(in California, d/b/a Cal-Psych Insurance Agency, Inc.)		
<u>December 15, 2009</u> Date		 President and CEO Professional Risk Management Services, Inc.		

ACORDTM CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/15/09

PRODUCER
DENISE D. BARNES
HEALTHCARE LIABILITY SOLUTIONS, INC
840 GESSNER, SUITE 500
HOUSTON, TX 77024
PHONE: 800-732-8619 FAX: 713-343-5025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
LOCUMTENENS COM
2655 NORTHWINDS PARKWAY
ALPHARETTA GA 30009

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: EVANSTON INSURANCE COMPANY	32378
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	MM-816826	06/24/09	07/01/10	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (EA. OCCURRENCE) \$ INCLUDED MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$ INCLUDED
		GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	N/A	N/A	N/A	COMBINED SINGLE LIMIT (Ea accident) \$ N/A BODILY INJURY (Per person) \$ N/A BODILY INJURY (Per accident) \$ N/A PROPERTY DAMAGE (Per accident) \$ N/A
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO	N/A	N/A	N/A	AUTO ONLY - EA ACCIDENT \$ N/A OTHER THAN AUTO ONLY: EA ACC \$ N/A AGG \$ N/A
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION	N/A	N/A	N/A	EACH OCCURRENCE \$ N/A AGGREGATE \$ N/A \$ N/A \$ N/A \$ N/A
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	N/A	N/A	N/A	WC STATUTORY LIMITS OTH-ER \$ N/A E.L. EACH ACCIDENT \$ N/A E.L. DISEASE - EA EMPLOYEE \$ N/A E.L. DISEASE - POLICY LIMIT \$ N/A
A		OTHER MEDICAL PROFESSIONAL LIABILITY - CLAIMS MADE	MM-816826	06/24/09	07/01/10	\$1,000,000 EACH CLAIM \$3,000,000 PER INSURED AGGREGATE \$7,500,000 TOTAL POLICY AGGREGATE

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS AS OF 06/24/09, IF APPLICABLE EXCESS/UMBRELLA LIABILITY COVERAGE CERTIFICATES OF INSURANCE WILL BE ISSUED BY AON RISK SERVICES SOUTH, INC. 847-953-7205


CERTIFICATE HOLDER

STATE OF WEST VIRGINIA
DEPARTMENT OF HEALTH AND HUMAN RESOURCES
CHARLESTON, WV 25305

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s)

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s)

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon