



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

Request for Quotation

REQ NUMBER
 MMB10059

PAGE
 1

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

RFQ COPY

TYPE NAME/ADDRESS HERE

Maxim Physician Resources, LLC
 2710 N Stemmons Freeway
 Ste. 1000 N. Tower
 Dallas, TX 75207

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	UNIT PRICE	ITEM NUMBER	AMOUNT
0001	1	JB		948-21	
<p>OPEN END CONTRACT FOR PART TIME PSYCHIATRIC SERVICES</p> <p>REQUEST FOR QUOTATION</p> <p>OPEN END CONTRACT</p> <p>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.</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>					

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *[Signature]* TELEPHONE: 888-800-1853 DATE: 12/16/2009

TITLE: Regional Controller FEIN: 51-0580120 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 work place policy in compliance with the West Virginia 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



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VENDOR'S ADDRESS

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 2710 N. Stemmons Freeway
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 Dallas, TX 75207

VENDOR'S PHONE/FAX

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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: *[Signature]* TELEPHONE: 888-800-1853 DATE: 12/16/2009

TITLE: Regional Controller FPM 51-0580120 ADDRESS CHANGES TO BE NOTED ABOVE

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



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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 888-800-1853	DATE 12/16/2009
TITLE Regional Controller	FERN 51-0580120	ADDRESS CHANGES TO BE NOTED ABOVE

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<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						
NATURE		TELEPHONE		DATE		
Regional Controller		888-800-1853		12/16/2009		
FEN 51-0580120		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: 866-492-4590</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY): Laird Dunham, Primary Care Manager</p> <p>***** THIS IS THE END OF RFQ MMB10059 ***** TOTAL: <u>TBD</u></p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE 888-800-1853	DATE 12/16/2009
TITLE Regional Controller	FAX 51-0580120	ADDRESS CHANGES TO BE NOTED ABOVE

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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 = \$ 155/hr. All inclusive.

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

Contact Person: Hospital Clinical Director or their designee

Permanent Placement Fee: \$ 25,000 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: Maxim Physician Resources, LLC

Authorized Signature:  Date: 12/16/2009

Purchasing Affidavit (Revised 01/01/09) Robert Teaff, Regional Controller

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: Maxim Physician Resources, LLC

Signed: 

Date: 12/16/2009

Title: Robert Teaff, Regional Controller

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

Not applicable.

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Proposal for Part-Time Psychiatric Services for Mildred Mitchell-Bateman Hospital

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Proposal for Part Time Psychiatric Services at Mildred Mitchell-Bateman Hospital

Creating Success By Leading & Serving Others

Introduction

Maxim Healthcare Services appreciates the opportunity to respond to RFQ No. MMB10059 for Part Time Psychiatric Services. We are more than confident in our ability to fulfill the advertised needs of Mildred Mitchell-Bateman Hospital with qualified and dependable staff.

Maxim will provide the proposed services through our **Maxim Physician Resources (MPR)** division, one of America's largest and fastest growing contract physician companies. With more than a decade of industry expertise, we have established a superior reputation by recruiting qualified physicians and embracing an uncompromising dedication to client satisfaction. Our unique ability to deliver long-term, contracted staff and traveling medical professionals, as well as an abundance of qualified and pre-screened per diem and part-time staff, gives Maxim a strong understanding of the expectation for providing contract healthcare staff for our clients' healthcare facilities.

Maxim operates through our more than 360 branch offices located throughout the country. Our branch offices serve as local program management offices, since most are in close proximity to the location of our clients' facilities. Most importantly, our branch locations afford us the opportunity to promote continuity of service quality and prevent duplication of operational expenses. Please refer to the map below, illustrating our coast-to-coast coverage

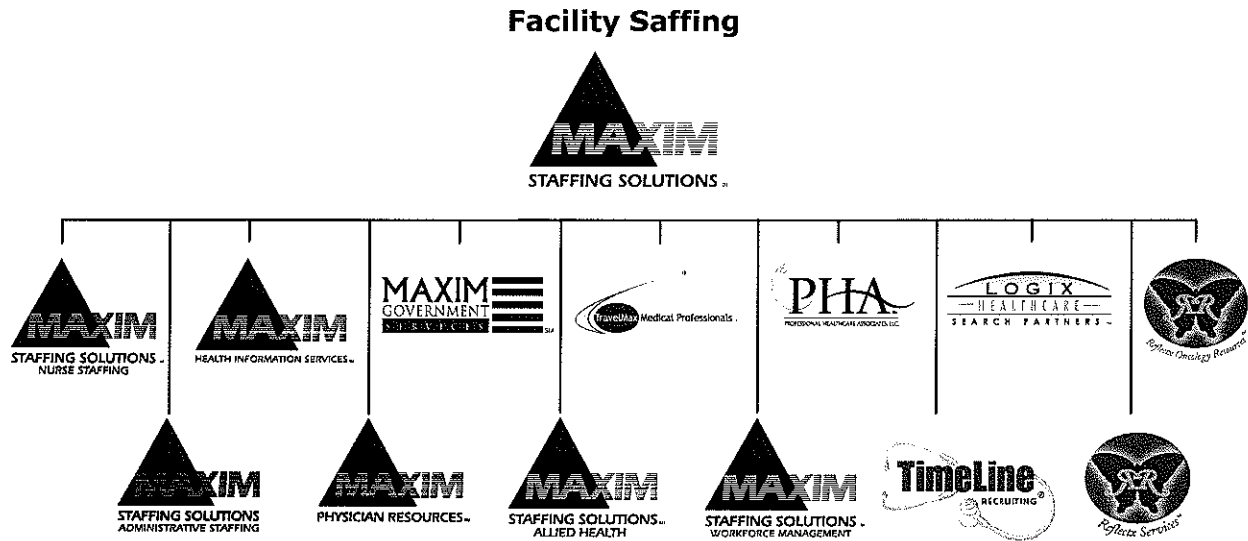
Maxim's Nationwide Coverage



Divisional Structure

Our company's divisional infrastructure encompasses two primary divisions: Facility Staffing and Homecare & Wellness. Under these divisions are distinct service lines that provide nationwide integrated healthcare solutions. Moreover, our service lines demonstrate our awareness of specific medical service areas and our commitment to serve each area.

Maxim Staffing Solutions is America's premier resource for healthcare personnel, including service lines for nursing, physicians, allied health personnel, and vendor management services. More than 700 recruiters located through the country support these service lines, specializing in recruiting for one or more these staffing niches. Please refer to the graph below, illustrating the service lines under Maxim Staffing Solutions.



Maxim Physician Resources (MPR)

Maxim Physician Resources (MPR) is an expert in facilitating in the credentialing process for commercial and government facilities. Our significant resources allow us to recruit and retain large numbers of healthcare professionals, ensuring our ability to place qualified and dependable professionals at our clients' various locations. Our broad infrastructure also enables us to unify our customer service mission to effectively respond to the resource needs of our clients.

Moreover, MPR has gained the trust of our clients and earned an excellent reputation by placing an emphasis on recruiting qualified professionals and providing superior customer service. With more than a decade of industry expertise, we have established an excellent reputation by recruiting qualified physicians and embracing an uncompromising dedication to surpassing our clients' expectations.

Program Services

With MPR's services, clients can proactively prepare for physician shortages resulting from leaves of absence, attrition, short-term disability, and other reasons. Our experienced management team adopts a consultative approach, when working with clients, to evaluate the severity of our clients' needs and to recommend the most valuable solution. Our commitment to recruiting and retention ensures that we maintain an abundance of staff, of various specialties, to accommodate our clients' requests. Our level of diligence is just one of the many advantages that distinguishes MPR from our competitors.

MPR places physicians of the following specialties at our clients' various locations.

- ▲ Primary Care
- ▲ Anesthesiology
- ▲ CRNAs
- ▲ Correctional Medicine
- ▲ Emergency Medicine
- ▲ Family Practice
- ▲ Hospitalists
- ▲ Internal Medicine
- ▲ Pediatrics
- ▲ Radiology
- ▲ Occupational Health
- ▲ Dentistry
- ▲ Psychiatry

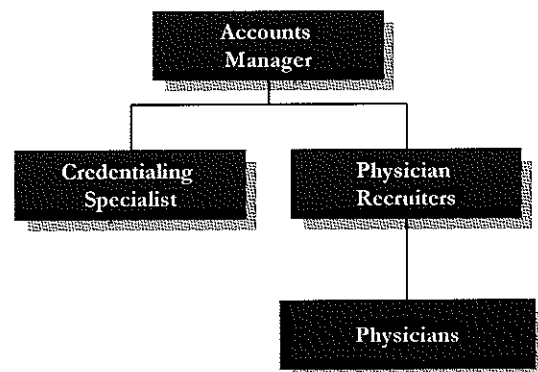
Management Approach

To fully support Mildred Mitchell-Bateman Hospital and its program, MPR has formed a dedicated, client-driven team, spearheaded by an Accounts Manager and a group of Staffing Coordinators, all of whom will be dedicated to providing superior customer service to Mildred Mitchell-Bateman Hospital

Mr. Laird Dunham, Primary Care Manager, will be Maxim's designated representative to provide overall support to Mildred Mitchell-Bateman Hospital, overseeing the staffing operations required under this solicitation. He is also responsible for facilitating business operations, ensuring contract compliance, maintaining client communication and satisfaction, monitoring service quality, generating new contracts, and responding to grievances. Mr Dunham will report, verbally and in writing, to Mildred Mitchell-Bateman Hospital on the ongoing progress of your account. He is also responsible for overall operations of MPR, and establishing and developing client relationships and ensuring excellent customer service.

Mr. Dunham manages a team of talented **Physician Recruiters**, who match highly specialized providers in contract positions with our clients' critical and urgent needs. Additionally, the Credentialing Specialist supports his efforts by verifying the work

Maxim Branch Organization



history, background and experience of all candidates prior to assignment.

In order to ensure operational compliance, Mr. Dunham's office has implemented appropriate mechanisms to:

- Comply with State and Federal employment practices
- Adhere to extensive prescreening and hiring practices
- Provide orientation and in-service training
- Adhere to Equal Employment Opportunity Policies
- Ensure the well-being and safety of our contractors and clients
- Comply with clinical standards of care

Staffing Process

Once notified of a contract opportunity, MPR's Physician Recruiters will immediately begin searching for the most highly qualified personnel, who meet the staffing needs and criteria for Mildred Mitchell-Bateman Hospital. The Physician Recruiters will cross reference Mildred Mitchell-Bateman Hospital's preferences and job descriptions with our database of available professionals. Only those personnel who are the most compatible will be considered as a potential candidate. Once we have identified the most qualified and desirable medical professional for Mildred Mitchell-Bateman Hospital, we will notify you and submit their appropriate documentation, including our candidate's qualifications and experience. If requested, Mildred Mitchell-Bateman Hospital may also interview additional Maxim candidates, in order to ensure the most suitable match.

Recruiting

In the unlikely event that MPR does not have any qualified candidates meeting Mildred Mitchell-Bateman Hospital's requirements, our Physician Recruiters will immediately begin recruiting medical personnel who meet Mildred Mitchell-Bateman Hospital's specifications. We recruit through a variety of traditional and innovative methods, including:

- **Referrals:** Many of our Physicians will refer their colleagues to MPR. Occasionally, MPR will reward such referrals by providing prizes or monetary incentives.
- **Advertising.** Physician Recruiters will advertise as often as needed in trade publications, newspapers, and internet sources. Advertising may be targeted toward highly specialized professionals or designed to attract physicians from specific areas of the country. MPR contracts with numerous job sites in order to post open positions on the Internet. These sites are mass advertised and get thousands of hits from new and returning visitors daily

- **MPR Website Posting:** Physician Recruiters will regularly post open positions on our Web site. Our marketing efforts and Internet partnerships drive traffic to our site, generating thousands of hits each week.
- **Career Fairs and Tradeshows:** On an annual basis, our offices attend large tradeshows and career fairs, specifically targeted toward highly specialized professionals.
- **Direct mail:** MPR has purchased direct mail lists from various publications targeting highly specialized professionals. Our Physician Recruiters use these lists to send corresponding mailers as often as often as necessary.
- **Professional Associations:** Physician Recruiters network with general and specialized professional associations

Screening Process

As a premium staffing agency in our industry, our exceptional services distinguish us from our competitors. MPR's commitment to high quality of service and our dedication to exceeding our clients' expectations have solidified our leading position in the industry.

In order to ensure that quality and standards of excellence are met, we thoroughly screen all Physicians to confirm that they meet our minimum requirements. We verify all information through direct contact with relevant facilities and monitoring agencies. At minimum, our screening process confirms that Physicians possess the following qualifications.

- ▲ Resume or Curriculum Vitae
- ▲ Licenses for each State of employment
- ▲ Medical Diploma
- ▲ DEA, internship, residency and all other professional certificates, as applicable
- ▲ Background checks
- ▲ Professional references
- ▲ Relevant work experience as required per profession and the client
- ▲ Pre-screen phone interview
- ▲ Any relevant board certifications
- ▲ Any hospitals where they have been privileged for the last five years

To further ensure quality for our clients, MPR verifies the credentials, references, and background history of Physicians prior to assignment. We screen our Physicians' work history and credentials for status and disciplinary action. Prior to a medical professional's hire, we

complete a criminal background check and request a report from the National Practitioner Databank, which contains notations regarding any medical or malpractice actions that were levied against the practitioner. We copy all information and retain it on file for future reference. Physicians with questionable pasts, or inactive licensure, will not be eligible for assignment with our clients. In addition, as part of our screening process, we require three written, professional references from the candidates' recent peers or superiors.

Retention Strategies

MPR recognizes the importance and value of talented employees, so we go above and beyond to build relationships with our staff, understanding that their satisfaction will directly affect the services they provide to Mildred Mitchell-Bateman Hospital. In order to retain qualified personnel, we offer competitive compensation and non-monetary benefits, including complete travel arrangement and management, weekly pay, direct deposit for salary and expenses, continuing educational opportunities, and additional licensing and renewal services.

Training and Education

Maxim hires only licensed, certified, and experienced Physicians who maintain their continuing education requirements. These Physicians are hired as independent contractors, not employees. As a result, we do not offer additional training, orientation, or reimburse for continuing education. However, if the client requires a facility-specific orientation, MPR will ensure the Physicians attend the event.

Quality Assurance

To ensure the overall quality of services provided to our clients, MPR verifies the credentials, references, and background history of all Physicians prior to assignment. We screen our Physicians' work history and credentials for status and disciplinary action through various monitoring agencies. Physicians with questionable pasts or inactive licensure will not be eligible for assignment.

To manage quality of service, MPR continues to ensure client satisfaction by communicating consistently with the Mildred Mitchell-Bateman Hospital, and scheduling regular facility visits. Mr. Dunham monitors staff performance by interviewing the site supervisor, or contracting officer, and requesting copies of onsite performance evaluations.

Employee Performance Monitoring

An integral part of MPR's quality assurance program is monitoring and managing employee performance. **Mr. Dunham, Primary Care Manager**, will maintain in constant contact with

Mildred Mitchell-Bateman Hospital before and after the candidate is placed to ensure Mildred Mitchell-Bateman Hospital's total satisfaction. MPR will also make periodic facility visits

Once a candidate begins work, Mr. Dunham, Primary Care Manager will follow up with Mildred Mitchell-Bateman Hospital's contact to ensure that our candidate is meeting your expectations. He will also request a copy of the candidate's performance evaluations and solicit additional feedback. In addition, Mr. Dunham will conduct performance appraisals for all new hires at the conclusion of a 90-day introductory period. Thereafter, MPR conducts performance appraisals on a yearly basis. Please note that a negative appraisal is considered a written warning

Personnel Substitution

First and foremost, MPR's goal is to match Mildred Mitchell-Bateman Hospital's need with a qualified and dependable member of our vast pool of personnel. In the event of a planned absence, we will work with Mildred Mitchell-Bateman Hospital to complete the privileging process in a timely manner, and to guarantee that we have a qualified and privileged physician to cover. In the unlikely event of an unplanned absence, however, MPR will make every effort to schedule backup physicians to cover any shortages

Grievance Reporting and Resolution

MPR employees are expected to provide quality of services and conduct themselves professionally. If an employee performs poorly or unprofessionally, we will discipline the Physician appropriately, including, but not limited to, an oral or written warning, suspension, or discharge. For complaints regarding the quality of service, or incidents that may occur during assignments, Mildred Mitchell-Bateman Hospital's administrators should contact the local Maxim office immediately. Physician Recruiters for the office are available to instantly address staffing concerns and general complaints.

Upon receipt of a complaint, a Physician Recruiter logs the date, contact information, and nature of the grievance for follow-up and tracking purposes. Depending on the severity of the problem, the Physician Recruiter will attempt to solve the issue during the initial call. However, if they are unable to, they will then refer the issue to Mr. Dunham, who is responsible for the overall operations of the Mildred Mitchell-Bateman Hospital's account. Mr. Dunham will respond to all grievances within 24 hours or less.

Once a grievance or complaint has been solved to the Mildred Mitchell-Bateman Hospital's satisfaction, the Physician Recruiter will update the "Complaint Log" accordingly. Please note that at anytime during the grievance resolution process, Mildred Mitchell-Bateman Hospital personnel may request to speak to Mr. Dunham.

Quality Improvement

In the event of poor service, Mr. Dunham will work with Mildred Mitchell-Bateman Hospital to document and develop a Quality Improvement plan. A report will be used to record all instances, and a monthly generated report will be provided to Mr. Dunham, who will monitor and continue to supervise the resolution's progress. We will then conduct follow-up interviews to determine if our implemented plan of correction succeeded and the overall quality of services has improved.

Insurance Coverage

MPR maintains general liability and worker's compensation coverage in amounts that are consistent with industry standards. Maxim provides medical malpractice insurance for its physicians.

Health Insurance Portability and Accountability (HIPAA) Compliance

Maxim has been fully HIPAA compliant since April 14, 2003. In instances where Maxim receives Protected Health Information, herein referred to as "PHI" from Mildred Mitchell-Bateman Hospital, we agree that we will:

- Comply with the applicable provisions of the Administrative simplification section of HIPAA, as codified at 42 U.S.C. § 1320d through d-8 ("HIPAA"), and the requirements of any regulations promulgated there under
- Not use or further disclose any PHI concerning a patient other than as permitted by this Agreement, the requirements of HIPAA and/or applicable federal regulations. Maxim will implement appropriate safeguards to prevent the use or disclosure of a patient's PHI other than as provided for by this agreement.
- Promptly report to the Mildred Mitchell-Bateman Hospital any violations, use or disclosure of a patient's PHI not provided for by this Agreement as soon as practicable, upon becoming aware of the improper violation(s), use or disclosure.

The Maxim Advantage

- Maxim has over 21 years of medical staffing experience.
- Maxim is privately owned, not franchised; has employee stock ownership; and promotes from within. These factors directly correlate to a higher level of customer service, client satisfaction and consistency amongst our organization.

- Maxim has a national presence covering 160 markets.
- Maxim is an industry leader in employing personnel versus utilizing subcontractors.
- Maxim's divisions collaborate to offer clients a vast selection of medical professionals and staffing options through one point of contact.
- Maxim's dedicated Staffing Coordinators are available 24 hours per day, 7 days per week, which guarantees a quick response time.
- Maxim's local branch offices maintain proper State licensure and operate in accordance with the Joint Commission on Accreditation of Healthcare Organizations (JCAHO).
- Maxim's unique recruiting techniques and state-of-the-art scheduling software provide us with a distinct advantage in the healthcare industry.
- Maxim's Physicians are bonded, insured, and screened to ensure the highest level of performance.
- Maxim's Physicians must pass one of the most stringent screening processes in the industry, in which primary source verify education and training directly with medical schools, residency programs, and fellowships, in addition to work history and professional references.

Commitment to Leading and Serving Others

Honesty and integrity are core values of our organization. Our commitment to these values has helped us earn our reputation within the business communities we serve.

The need to make sound, ethical decisions as we interact with patients, customers, candidates, employees, and other healthcare providers, suppliers, colleagues, and communities has never been greater. It's not only the right thing to do, it's necessary for success now and in the future. Maxim is committed to the highest standards of ethics and integrity.

Contractual Notes

Maxim Physician Resources has not provided a certification or licensure with WV Workers Compensation and Employment Funds as the physicians utilized are independent contractors.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/20/2009

PRODUCER (610)526-9130 FAX: (610)526-2021
 Altus Partners, Inc
 919 Conestoga Road
 Building 3, Suite 111
 Rosemont PA 19010
 INSURED
 Maxim Physician Resources
 7227 Lee DeForest Drive
 Columbia MD 21046

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.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Evanston Insurance Co.	
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								
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$								
	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				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$								
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$								
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$								
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<table border="1"> <tr> <td>WC STATU-TORY LIMITS</td> <td>OTH-ER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> </table>	WC STATU-TORY LIMITS	OTH-ER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$
WC STATU-TORY LIMITS	OTH-ER												
E.L. EACH ACCIDENT	\$												
E.L. DISEASE - EA EMPLOYEE	\$												
E.L. DISEASE - POLICY LIMIT	\$												
A	OTHER Medical Professional Liability	MM-816622	3/26/2009	3/26/2010	\$1,000,000 Per Claim \$3,000,000 Aggregate								

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 Certificate is issued as evidence of insurance per the policy terms, conditions, and exclusions. Coverage applies to

CERTIFICATE HOLDER
 For Information Purposes Only

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
 Christopher *Christopher S. Longman*

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