



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
MMB10069

PAGE
1

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

Guardian Healthcare

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
12/29/2009				

BID OPENING DATE: 01/28/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	HR		964-65		
OPEN-END BLANKET CONTRACT <div style="text-align: right; font-weight: bold; font-size: 1.2em;">RECEIVED</div> <div style="text-align: right; font-weight: bold;">2010 JAN 27 A 10:11</div> <div style="text-align: right; font-weight: bold;">PURCHASING DIVISION STATE OF WV</div>						
HOURLY RATE: - RN 2 ALL INCLUSIVE FEE. OPEN END CONTRACT - RFQ TO PROVIDE AN OPEN END CONTRACT FOR "LOCUM TENENS" FOR PSYCHIATRIC REGISTERED NURSES (RN) OR LICENSED PRACTICAL NURSE(S) (LPN) WITH PSYCHIATRIC EXPERIENCE (MINIMUM 1 YEAR) TO MEET THE STAFFING REQUIREMENTS OF AN ADULT PSYCHIATRIC HOSPITAL, MILDRED MITCHELL-BATEMAN HOSPITAL LOCATED AT 1530 NORWAY AVENUE, HUNTINGTON, WV, PER THE ATTACHED SPECIFICATIONS. TERM: UPON AWARD AND CONTINUE FOR A PERIOD OF ONE YEAR WITH THE OPTION OF RENEWING FOR TWO (2), ONE (1) YEAR PERIODS. THIS WILL 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 MMB10069A, NEXT LOWEST BID WILL BE DESIGNATED AS MMB10069B, 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. EACH VENDOR THAT RESPONDS WHO MEETS SPECIFICATIONS, WILL BE AWARDED A CONTRACT.						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Susan A. Champion</i>	TELEPHONE 866-549-1390	DATE 1/25/10
TITLE <i>Reg Director</i>	FAX 62-1494290	ADDRESS CHANGES TO BE NOTED ABOVE

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



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<p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AWARD..... AND EXTENDS FOR A PERIOD OF ONE (1) YEAR 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> <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 TRANS-</p>						

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TITLE <i>Reg. Director</i>	FEBN 62-1494290	ADDRESS CHANGES TO BE NOTED ABOVE

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<p>PORTATION 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 RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT 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. 05/26/2009 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</p>						

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<p>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>INQUIRIES: WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON 1/12/2009. 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> <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</p>						

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SIGNATURE <i>Susan J. Champion</i>	TELEPHONE 866-549-1390	DATE 1/25/10
TITLE <i>Reg Director</i>	FAX 62-149-4290	ADDRESS CHANGES TO BE NOTED ABOVE

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ADDENDUM NO. 1 1. QUESTIONS AND ANSWERS ARE 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.: MMB10069 ADDENDUM ACKNOWLEDGEMENT I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO M PROPOSAL, PLANS AND/OR SPECIFICATION, ETC. ADDENDUM NO.'S: NO. 1 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. VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL						

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SIGNATURE <i>Susan L Champion</i>	TELEPHONE 866-549-1390	DATE 1/25/10
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<p>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.</p> <p style="text-align: center;"> <i>Susan A. Champion</i> SIGNATURE GUARDIAN HealthCare Providers COMPANY 1/25/10 DATE </p> <p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.</p> <p>REV. 09/21/2009</p> <p style="text-align: center;">END OF ADDENDUM NO. 1</p>						

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0001	1	HR		964-65		
HOURLY RATE: - RN 2 ALL INCLUSIVE FEE.						
0002	1	HR		964-65		
OVERTIME RATE: - RN 2 ALL INCLUSIVE FEE.						
0003	1	HR		964-65		
HOURLY RATE: - RN 3 ALL INCLUSIVE FEE.						
0004	1	HR		964-65		
OVERTIME RATE: - RN 3 ALL INCLUSIVE FEE.						
0005	1	HR		964-65		
HOURLY RATE: - LPN ALL INCLUSIVE FEE.						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Greg Champion* TELEPHONE: 866-549-1390 DATE: 1/25/10
 TITLE: Reg Director FEIN: 62-1494290 ADDRESS CHANGES TO BE NOTED ABOVE

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0006	1	HR		964-65		
OVERTIME RATE: - LPN ALL INCLUSIVE FEE						
***** THIS IS THE END OF RFQ MMB10069 ***** TOTAL:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Sheana Champion</i>	TELEPHONE 866-549-1390	DATE 1/25/10
TITLE <i>Reg Director</i>	FEIN 62-1494290	ADDRESS CHANGES TO BE NOTED ABOVE

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<p>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 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> <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/FILE 22-----</p> <p>RFQ. NO.:-----MMB10069-----</p> <p>BID OPENING DATE:-----1/28/2010-----</p> <p>BID OPENING TIME:-----1:30 PM-----</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: 415-564-8987</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Susan A. Champion</i>	TELEPHONE 866-549-1390	DATE 1/25/10
TITLE <i>Reg Director</i>	FAX 42-149-4290	ADDRESS CHANGES TO BE NOTED ABOVE

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CONTACT PERSON (PLEASE PRINT CLEARLY):						

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0003	1	HR		964-65		
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0004	1	HR		964-65		
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SIGNATURE <i>Steven A. Champion</i>	TELEPHONE 866-549-1390	DATE 1/25/10
TITLE <i>Reg. Director</i>	FED# 42-1494290	ADDRESS CHANGES TO BE NOTED ABOVE

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- 1.1 **PURPOSE:** to obtain an open end contract for "locum tenens" registered psychiatric nurse(s) (RN) and licensed practical nurse(s) (LPN) with psychiatric experience (min 1 year) to meet the staffing requirements of an acute care adult psychiatric hospital, Mildred Mitchell-Bateman Hospital (MMBH) MMBH is a division of the Bureau for Behavioral Health and Health Facilities, a division of the State of West Virginia's Department of Health and Human Resources
- 1.2. **LABELING OF SECTIONS:**
- 1.2.1 **Mandatory Requirements:** Any specification or statement containing the word "must", "shall", or "will" are mandatory
- 1.2.2 **Contract Terms and Conditions:** Section "3" details the contractual terms and conditions under which the State of West Virginia will enter into a contract.
- 2.1 **LOCATION:** Mildred Mitchell-Bateman Hospital is located at 1530 Norway Avenue, Huntington, West Virginia 25705. The hospital is a 110 bed State supported acute care, psychiatric hospital It is accredited by the Joint Commission on Accreditation of Health Care Organization (JCAHO) and Center for Medicare and Medicaid Services (CMS).
- 3.1 **GENERAL REQUIREMENTS:** The request is to obtain multiple vendors to provide registered psychiatric nurse(s) (RN) and licensed practical nurse(s) (LPN) with psychiatric experience (min 1 year) to provide treatment to mentally ill citizens from a thirteen county catchment area.
- 3.2 **MANDATORY REQUIREMENTS:** Vendor agrees to assure and document the competency of the staff being engaged and to provide documentation of the aforementioned services to Mildred Mitchell-Bateman Hospital, when requested. The competency assessment must include age-specific and cultural competencies for services provided to patients. For each qualified and acceptable candidate to the Hospital, the vendor agrees to provide staff with the qualifications listed in Exhibit 1 and 2
- Vendor agrees to maintain documents and supply to Mildred Mitchell-Bateman Hospital upon request, documentation of primary source verification of all pertinent licenses and/or certification
- 3.2.1 Vendor "must" present a copy of its West Virginia Business Certificate and any other license it may be required to hold by the nature of its operation.
- 3.2.2 All costs must be incorporated into the vendor's all-inclusive fee together with all administrative and overhead costs to provide the services.

Hourly Rate is defined as an hourly wage rate for a minimum of 40 hours per week and includes all payroll taxes, worker's compensation & liability insurance expenses, any and all other expenses.

Overtime Rate is defined as an hourly wage rate for work performed in excess of the hourly rate above.

Holiday Rate is defined as a straight hourly rate for work performed during a WV State government holiday(s) and includes all payroll taxes, worker's compensation insurance expenses, any and all other expenses

Holiday rates will apply from midnight to midnight, for the following days and may also apply when additional holidays are observed by the state owned facility:
New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas Day.

- 3.2.1 INSURANCE REQUIREMENTS: The Vendor as an independent Contractor is solely liable for the acts and omissions of its employees and agents. Proof of insurance will be provided by the Vendor at the time the contract is awarded. The Vendor will 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:
- a. for bodily injury (including death): \$500,000.00 per person a minimum of \$1,000,000.00 per occurrence
 - b. for property damage and professional liability: a minimum of \$1,000,000.00 per occurrence
- 3.2.2 LICENSE REQUIREMENTS: Provide certification that Vendor is registered with the Secretary of State's Office to do business in West Virginia; provide evidence that Vendor is in good standing with the State Agency of Employment Programs as to Unemployment Compensation coverage and Worker's Compensation coverage or exempt from such coverage
- 3.2.3 DEBARMENT AND SUSPENSION: Successful vendor **must** certify that no entity, agency or person associated with the vendor is debarred or suspended. Vendor **will** not be considered in proposal process if debarred or suspended.
- 3.2.4 COMPLIANCE WITH LAWS AND REGULATIONS: Vendor shall pay any sales, use and personal property taxes arising out of this contract and the transactions contemplated thereby. Any other taxes levied upon this contract, the transaction, or the equipment delivered pursuant hereto shall be borne by vendor. Vendor shall comply with all applicable laws, rules, and regulations including, but not limited to those related to hospital licensure, state and federal laws, and laws, rules and policies related to the Department of Health and Human Resources.
- 3.2.5 TERM OF CONTRACT AND RENEWALS: This contract will be effective (date set upon award) and shall extend for the period of one (1) year, at which time the contract may, upon mutual consent, be renewed. Such renewals are for a period of up to one (1) year, with a maximum of two (2) one year renewals, or until such reasonable time thereafter as is necessary to obtain a new contract. The "reasonable time" period shall not exceed twelve (12) months. During the "reasonable time" period the Vendor may terminate the contract for any reason upon giving the Agency ninety (90) days written notice. Notice by Vendor of intent to terminate will not relieve Vendor of the obligation to continue to provide services pursuant to the terms of the contract.
- Any change in Federal or State law, or court actions which constitute binding precedent in West Virginia, and which significantly alters the Vendor's required activities or any change in the availability of funds, shall be viewed as binding and shall warrant good faith renegotiation of the compensation paid to the Vendor by the Agency and of such other provisions of the contract that are affected. If such renegotiation proves unsuccessful, the contract may be terminated by the State upon written notice to the Vendor at least thirty (30) days prior to termination of this contract.
- 3.2.6 NON-APPROPRIATION OF FUNDS: If the Agency is not allotted funds in any succeeding fiscal year for the continued use of the service covered by this contract by the West Virginia Legislature, the Agency may terminate the contract at the end of the affected current fiscal period without further charge or penalty. The Agency shall give the Vendor written notice of

such non-allocation of funds as soon as possible after the Agency receives notice. No penalty shall accrue to the Agency in the event this provision is exercised

3 2 7 TERMINATION OF THE CONTRACT: The Purchasing Director may terminate a contract resulting from this RFQ with a 30 day written notice anytime the vendor fails to carry out its responsibilities under the terms of this Contract. The Hospital shall provide the vendor and the Purchasing Division with notice of conditions endangering performance. If after such notice the vendor fails to remedy the conditions contained in the notice, within the time period contained in the notice, the department shall issue the vendor an order to stop all work immediately. The department shall be obligated only for services rendered and accepted prior to the date of the notice of termination

3 2 8 CHANGES TO THE CONTRACT: The terms and conditions 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. Any contractual changes must be approved and a written Change Order issued by the Purchasing Division of the Department of Administration. Vendor shall not initiate any changes without the written approval of the Purchasing Division

Evaluation and Award of Contract

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 MMB10069A; next lowest bid will be designated as MMB10069B, 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.

COST SHEET**VENDOR TO COMPLETE BELOW:**

Company Name GUARDIAN Healthcare Providers
 Address 545 MAINSTREAM DRIVE STE. 402 NASHVILLE, TN 37228
 Contact Person SUSAN L. CHAMPION Phone 866-549-1390

Coverage and Rates:**Registered Psychiatric Nurse RN2**

RN2: Successful completion of an associate degree in nursing from an accredited college or university or a diploma nursing program; plus one year of full-time or equivalent part-time paid experience as a registered professional nurse or Baccalaureate degree in nursing from an accredited four college year or university.

Hourly Rate: \$ 50.00 RN All inclusive.

Overtime Rate: \$ 53.00 RN All inclusive

Holiday Rate: \$ 50.00 RN All inclusive

Registered Psychiatric Nurse RN 3

RN3: Baccalaureate degree in nursing from an accredited four-year college or university and two years of full-time or equivalent part-time paid experience as a registered professional nurse or successful completion of an associate degree in nursing from an accredited college or university or a diploma nursing program and three years of experience as a registered professional nurse or professional certification from a recognized national nursing certifying organization as a nurse or nurse practitioner in the area of assignment plus two years of full-time or equivalent part-time paid experience as a registered professional nurse. Successful completion of an associate degree in nursing from an accredited college or university or a diploma nursing program; plus baccalaureate degree in the health sciences or behavioral sciences and **two years** of full-time or equivalent part-time paid experience in nursing or Master's degree in nursing from an accredited four-year college or university

Hourly Rate: \$ 64.00 RN All inclusive.

Overtime Rate: \$ 70.00 RN All inclusive

Holiday Rate: \$ 64.00 RN All inclusive.

License Practical Nurse (LPN)

LPN must have a current West Virginia License or temporary permit to practice as a licensed practical nurse LPN must have successfully completed a course in intravenous therapy and training in venipuncture permits the LPN to start intravenous fluids

Hourly Rate: \$ 33.00 RN All inclusive.

Overtime Rate: \$ 35.00 RN All inclusive

Holiday Rate: \$ 33.00 RN All inclusive.

RFQ No. mmb10069

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: 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

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

EXCEPTION: The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement

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

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: GUARDIAN Healthcare Providers

Authorized Signature: [Signature] Date: 1/26/10

State of TENNESSEE TN DL 093066278

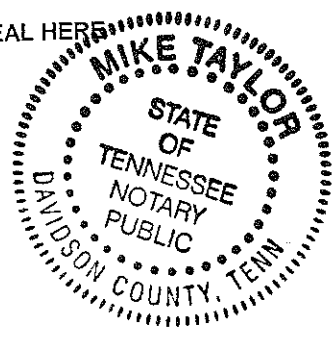
County of DAVIDSON, to-wit:

Taken, subscribed, and sworn to before me this 26th day of JANUARY, 2010.

My Commission expires My Commission Expires JULY 5, 2011, 20

AFFIX SEAL HERE

NOTARY PUBLIC [Signature]



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: N/A Signed:
Date: Title:

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

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/30/09

PRODUCER Crichton Brandon Jackson Ward 3011 Armory Drive Suite 250 Nashville, TN 37204 615 383-9761	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 #
INSURED Guardian Healthcare Providers, Inc. 105 Westpark Dr Suite 100 Brentwood, TN 37027	INSURER A: Evanston Insurance Company	35378
	INSURER B: Homeland Insurance Co of NY	34452
	INSURER C: Wausau Underwriters Ins. Co.	26042
	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	INSRC	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 checked="" type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BI/PD Ded:10,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	SM864117	03/22/09	03/22/10	EACH OCCURRENCE	\$1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$50,000
						MED EXP (Any one person)	\$5,000
						PERSONAL & ADV INJURY	\$1,000,000
						GENERAL AGGREGATE	\$3,000,000
						PRODUCTS - COMP/OP AGG	\$
						Med Exp Agg	15,000
C		AUTOMOBILE LIABILITY <input checked="" 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	ASJZ91431235029	05/06/09	05/06/10	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
						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	\$
B		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	MFX001209	03/22/09	03/22/10	EACH OCCURRENCE	\$5,000,000
						AGGREGATE	\$5,000,000
							\$
							\$
							\$
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WCJZ91431235019	07/31/09	07/31/10	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER	
						E.L. EACH ACCIDENT	\$1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$1,000,000
						E.L. DISEASE - POLICY LIMIT	\$1,000,000
A		OTHER Professional Liability	SM864117	03/22/09	03/22/10	\$1,000,000 Each Claim \$3,000,000 Aggregate (Aggregate includes GL)	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Coverages as per the policy or policies issued by the insurer(s) affording coverage shown above

CERTIFICATE HOLDER

CANCELLATION

Guardian Healthcare Providers, Inc.
 105 Westpark Drive, Suite 100
 Brentwood, TN 37027

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 0 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

Cooper James

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.



Friday, January 22, 2010

My Account

- Filing Cabinet
- Message Center
- Account Settings
- My Forms
- Log Out

Business For West Virginia

- Home
- Contacts

Business Filings

- Start a New Business
- Update Registration
- Apply for Licenses/Permits
- File Annual Reports
- File Business Reports
- Maintain Employer Accounts
- Close a Business

Resources

- Get Startup Help
- Find Financial Assistance
- Learn Employer Duties
- Find Employees
- Get Publications
- Find Forms

News

- In the Headlines
- New Online Services

Help

- Understanding Your Account
- Your Filing Cabinet
- Filing Online
- Getting Help
- Frequently Asked Questions

The Basics

- Business Activity
- Starting Point
- Exemptions
- Business Structure
- Employees
- Summary of The Basics
- Business Detail
- Operations and Activities
- Employers and Workers
- Submission

Review Registration

Save/Continue Later

New Business Registration #80582

Summary of The Basics

Summary of The Basics

Charter Type and Class: Foreign - For Profit

Organization Type: Corporation

Tax Category: Service

Primary Activity: 622110 - General Medical and Surgical Hospitals

Secondary Activity:

Start Type: A business registered in another state and operating in West Virginia without a fixed location.

Owner Type: Foreign

Primary Activity Public?: Yes

Exemption Request/Reason: No

Employees?: Yes

Based on the selections made to this point, the information listed below will be required to complete your registration.

- The legal name of your business, and if that name is not available, the name you will use in West Virginia.
- Your Federal Employer Identification Number (FEIN).
- The actual physical location of your business in WV (if you have no fixed location in WV, the actual location in your home state.)
- The mailing address of your business.
- The name and address of your agent of process, if you will have one.
- The address of your principal office.
- The name, home address and social security number of your officers and directors and of any owner who owns more than 10% of the corporation.
- The state and date of original incorporation, and whether the corporation is perpetual.
- Whether the corporation is an S-corp.
- Whether the business has ever been registered before, and if so, the name, owner, FEIN, unemployment and workers' compensation account numbers of the previous registration.