

Official Response To:

RFQ #MMB10069

**Locum Tenens for
Psychiatric Registered Nurses or
Licensed Practical Nurses with
Psychiatric Experience
for
Mildred Mitchell-Bateman Hospital**

Buyer: RW/File 22
RFQ No: MMB10069
Bid Opening Date: 1/28/2010
Bid Opening Time: 1:30 pm

ORIGINAL

RECEIVED

2010 JAN 27 A 10:46

ASST DIVISION
STATE OF WV

Supplemental  Health CareSM
STAFFING SPECIALISTS

January 26, 2010

Via Federal Express

Ms Roberta Wagner
Department of Administration
Purchasing Division, Building 15
2019 Washington Street, East
Charleston, WV 25305-0130

Re: RFQ Number MMB10069, Locum Tenens for Psychiatric Registered Nurses or Licensed Practical Nurses with Psychiatric Experience for Mildred Mitchell-Bateman Hospital

Dear Ms Wagner:

SHC Services, Inc., brand name Supplemental Health Care, respectfully submits the following in response to RFQ Number MMB10069. Supplemental Health Care will provide psychiatric Registered Nurses and Licensed Practical Nurses, with a minimum of one (1) year psychiatric experience, to meet the staffing requirements of the Mildred Mitchell-Bateman Hospital. Supplemental Health Care will provide all services under the terms and conditions of the RFQ for the prices contained herein.

Supplemental Health Care has an exceptional history of providing psychiatric Registered Nurses and Licensed Practical Nurses, with psychiatric experience, to state-operated psychiatric hospitals similar in size and scope to the Mildred Mitchell-Bateman Hospital. Since 1997, Supplemental Health Care has provided over one thousand (1,000) temporary nurses, representing over one million (1,000,000) hours of service to clients operating in-patient and out-patient psychiatric programs. Supplemental Health Care has placed psychiatric Registered Nurses and Licensed Practical Nurses, with psychiatric experience, on assignment with clients located in: Arizona, California, Colorado, Connecticut, Hawaii, Massachusetts, Nevada, New York, North Carolina, North Dakota, Oregon, Rhode Island, Vermont, Virginia, Washington, and Wyoming.

One (1) original and one (1) copy of our quote have been submitted. I will serve as your primary contact for this submission and any subsequent contract. You may contact me directly at (800) 543-9399, ext. 22627; cell (716) 574-8799; fax (716) 541-2727; and/or kpatchel@travelnurses.com.

Sincerely,



Kathryn Patchel

Business Development Manager

KP:mrc
Enclosure

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Certificate of Authorization

Section I
Addendum No. 1



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

PROBENY

RFQ COPY
 TYPE NAME/ADDRESS HERE
 Supplemental Health Care
 2005 Sheridan Drive
 Buffalo, New York 14223

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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
01/13/2010				

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

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
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 MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC. ADDENDUM NO.'S: NO. 1 1/13/2010 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						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE <i>Kathryn A. Patch</i>	TELEPHONE (800) 543-9399	DATE 1/26/2010	
TITLE Business Development Mgr.	FEIN 16-1216796	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. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. 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.
5. Payment may only be made after the delivery and acceptance of goods or services
6. Interest may be paid for late payment in accordance with the *West Virginia Code*
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties
12. **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.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and 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.
14. **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>.
15. **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, and the West Virginia Insurance Commission. 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.
16. **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 material, 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.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form
2. 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. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. 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
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W. Va. C.S.R. §148-1-6.6)



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 Department of Administration
 Purchasing Division
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Request for Quotation

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

POSTER

RFQ COPY
 TYPE NAME/ADDRESS HERE
 Supplemental Health Care
 2005 Sheridan Drive
 Buffalo, New York 14223

SHIP TO

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

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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>Kathryn A. Patchel</i> SIGNATURE Supplemental Health Care COMPANY 10/26/2010 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>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS		
SIGNATURE <i>Kathryn A. Patchel</i>	TELEPHONE (800) 543-9399	DATE 1/26/2010
TITLE Business Development Mgr	FEIN 16-1216796	ADDRESS CHANGES TO BE NOTED ABOVE

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 ROBERTA WAGNER
 804-558-0067

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 2005 Sheridan Drive
 Buffalo, New York 14223

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 HUNTINGTON, WV
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LINE	QUANTITY	UCP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	HR		964-65	\$47.93	\$47.93
				HOURLY RATE: - RN 2 ALL INCLUSIVE FEE.		
0002	1	HR		964-65	\$62.31	\$62.31
				OVERTIME RATE: - RN 2 ALL INCLUSIVE FEE.		
0003	1	HR		964-65	\$47.93	\$47.93
				HOURLY RATE: - RN 3 ALL INCLUSIVE FEE.		
0004	1	HR		964-65	\$62.31	\$62.31
				OVERTIME RATE: - RN 3 ALL INCLUSIVE FEE.		
0005	1	HR		964-65	\$40.96	\$40.96
				HOURLY RATE: - LPN ALL INCLUSIVE FEE.		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Robert Wagner* TELEPHONE: (800) 543-9399 DATE: 1/26/2010

TITLE: Business Development Mgr. FEIN: 16-1216796 ADDRESS CHANGES TO BE NOTED ABOVE

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TO BE REVIEWED

RFQ COPY

TYPE NAME/ADDRESS HERE

Supplemental Health Care
 2005 Sheridan Drive
 Buffalo, New York

SHIP TO

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 MILDRED MITCHELL-BATEMAN
 HOSPITAL
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 HUNTINGTON, WV
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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0006	1	HR		964-65	\$53.25	\$53.25
OVERTIME RATE: - LPN ALL INCLUSIVE FEE						
***** THIS IS THE END OF RFQ MMB10069 ***** TOTAL:						\$314.69

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Robert Wagner* TELEPHONE: (800) 543-9399 DATE: 1/26/2010

TITLE: Business Development Mgr FEIN: 16-1216796 ADDRESS CHANGES TO BE NOTED ABOVE

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MMB10069 Addendum #1-“Locum Tenens” Psychiatric RN, LPN**Response to vendor questions:****Question 1:**

What is the estimated usage under the progressive award contract over the next twelve (12) months for the RN2, RN3, and LPN job titles?

Response 1:

Unknown, depends upon filling vacancies that exist now of 4 RNs and 4 LPNs.

Question 2:

What is the historical usage under the progressive award contract over the past twelve (12) months for the RN2, RN3, and LPN job titles?

Response 2:

During the past 12 months we used an average of seven RN3s and 3 LPNs.

Question 3:

Who are the current progressive contract holders for these services and what are their hourly rates?

Response 3:

No contract existed in the past for locum tenen psychiatric RN's and LPN's with psychiatric experience.

Question 4:

What is the fee associated with accepting payments via the State of West Virginia VISA Purchasing Card?

Response 4:

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

Question 5:

Do you know what shifts the Nurses are needed?

Response 5:

The nurses are needed for dayshift.

Question 6:

Will the shifts be guaranteed 8 hours or longer?

Response 6:

Yes.

Question 7:

Is this "as needed" hours or do you have a long-term assignment (full time-4 weeks +) for travel nurses?

Response 7:

We have a long-term assignment for travel nurses.

Question 8:

Do you want a full proposal AND the quote mailed to you or just the quote sheet since this is an RFQ?

Response 8:

The quote sheet is fine.

Section II

Request for Quotation

GENERAL TERMS & CONDITIONS PURCHASE ORDER/CONTRACT

1. **ACCEPTANCE:** Seller shall be bound by this order and its terms and conditions upon receipt of this order
2. **APPLICABLE LAW:** 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
3. **NON-FUNDING:** All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the terms of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30
4. **COMPLIANCE:** Seller shall comply with all Federal, State and local laws, regulations and ordinances including, but not limited to, the prevailing wage rates of the WV Division of Labor
5. **MODIFICATIONS:** This writing is the parties final expression of intent. No modification of this order shall be binding unless agreed to in writing by the Buyer
6. **ASSIGNMENT:** Neither this Order nor any monies due, or to become due hereunder may be assigned by the Seller without the Buyer's consent
7. **WARRANTY:** The Seller expressly warrants that the goods and/or services covered by this order will: (a) conform to the specifications, drawings, samples or other description furnished or specified by the Buyer; (b) be merchantable and fit for the purpose intended; and/or (c) be free from defect in material and workmanship.
8. **CANCELLATION:** The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
9. **SHIPPING, BILLING & PRICES:** Prices are those stated in this order. No price increase will be accepted without written authority from the Buyer. All goods or services shall be shipped on or before the date specified in this Order
10. **LATE PAYMENTS:** Payments may only be made after the delivery of goods or services. Interest may be paid on late payments in accordance with the *West Virginia Code*.
11. **TAXES:** The State of West Virginia is exempt from Federal and State taxes and will not pay or reimburse such taxes
12. **RENEWAL:** 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."



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 Department of Administration
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 Post Office Box 50130
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 ROBERTA WAGNER
 304-558-0067

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE
 Supplemental Health Care
 2005 Sheridan Drive
 Buffalo, New York 14223

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
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LINE	QUANTITY	UOF	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	HR		964-65	\$47.93	\$47.93
<p>OPEN END BLANKET CONTRACT</p> <p>HOURLY RATE: - RN 2 ALL INCLUSIVE FEE</p> <p>OPEN END CONTRACT - RFQ</p> <p>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.</p> <p>TERM: UPON AWARD AND CONTINUE FOR A PERIOD OF ONE YEAR WITH THE OPTION OF RENEWING FOR TWO (2), ONE (1) YEAR PERIODS</p> <p>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</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

TITLE: *Kathryn A. Patcher* TELEPHONE: (800) 543-9399 DATE: 1/26/2010
 FEIN: 16-1216796 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>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

ATURE	<i>Kathryn A. Patchel</i>	TELEPHONE	(800) 543-9399	DATE	1/26/2010
TITLE	Business Development Mgr	FERN	16-1216796	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>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Kathryn A. Hatcher</i>	TELEPHONE (800) 543-9399	DATE 1/26/2010
TITLE Business Development Mgr.	FEIN 16-1216796	ADDRESS CHANGES TO BE NOTED ABOVE

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



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

Request for Quotation

RFQ NUMBER
 MMB10069

PAGE
 4

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

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE
 Supplemental Health Care
 2005 Sheridan Drive
 Buffalo, New York 14223

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
<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>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

ATURE	TELEPHONE	DATE
<i>Robert A. Mitchell</i>	(800) 543-9399	1/26/2010
TITLE	FAX	ADDRESS CHANGES TO BE NOTED ABOVE
Business Development Mgr	16-1216796	

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



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5

ADDRESS CORRESPONDENCE TO ATTENTION OF
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VENDOR

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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
<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>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>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: (716) 541-2727</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

NATURE	TELEPHONE	DATE
<i>Kathryn A. Patch</i>	(800) 543-9399	1/26/2010
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
Business Development Mgr.	16-1216796	

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



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

Request for Quotation

RFQ NUMBER
 MMB10069

PAGE
 6

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

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE
 Supplemental Health Care
 2005 Sheridan Drive
 Buffalo, New York 14223

SHIP TO

HEALTH AND HUMAN RESOURCES
 MILDRED MITCHELL-BATEMAN
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 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
CONTACT PERSON (PLEASE PRINT CLEARLY): Kathryn Patchel, Business Development Manager						
02	1	HR		964-65	\$62.31	\$62.31
OVERTIME RATE: - RN 2 ALL INCLUSIVE FEE.						
0003	1	HR		964-65	\$47.93	\$47.93
HOURLY RATE: - RN 3 ALL INCLUSIVE FEE.						
0004	1	HR		964-65	\$62.31	\$62.31
OVERTIME RATE: - RN 3 ALL INCLUSIVE FEE.						
0005	1	HR		964-65	\$40.96	\$40.96
HOURLY RATE: - LPN ALL INCLUSIVE FEE.						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

NAME <i>Kathryn Patchel</i>	TELEPHONE (800) 543-9399	DATE 1/26/2010
TITLE Business Development Mgr.	FERN 16-1216796	ADDRESS CHANGES TO BE NOTED ABOVE

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



State of West Virginia
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Request for Quotation

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 MMB10069

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ADDRESS CORRESPONDENCE TO ATTENTION OF
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RFQ COPY
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VENDOR

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
12/29/2009				

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

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0006	1	HR		964-65	\$53.25	\$53.25
OVERTIME RATE: - LPN ALL INCLUSIVE FEE.						
***** THIS IS THE END OF RFQ MMB10069 ***** TOTAL:						\$314.69

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Roberta Wagner</i>	TELEPHONE (800) 543-9399	DATE 1/26/2010
TITLE Business Development Mgr	FEIN 16-1216796	ADDRESS CHANGES TO BE NOTED ABOVE

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

- 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 Supplemental Health Care
 Address 2005 Sheridan Drive, Buffalo, New York 14223
 Contact Person Kathryn Patchel Phone (800) 543-9399

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: \$ 47.93 RN All inclusive
 Overtime Rate: \$ 62.31 RN All inclusive
 Holiday Rate: \$ 62.31 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: \$ 47.93 RN All inclusive
 Overtime Rate: \$ 62.31 RN All inclusive
 Holiday Rate: \$ 62.31 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: \$ 40.96 RN All inclusive
 Overtime Rate: \$ 53.25 RN All inclusive
 Holiday Rate: \$ 53.25 RN All inclusive

Minimum Qualifications and Responsibilities for: Psychiatric Registered Nurses
QUALIFICATIONS:
Must have a West Virginia Board of Nurses license
Nurse 2: 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
Nurse 3: 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.
RESPONSIBILITIES:
Oversees the work of inexperienced RNs, LPNs and Health Service Trainee, Health Service Worker, Health Service Assistants
Participate in Treatment Team meetings to develop individualized Treatment Plans, direct consultations, receive and give recommendations to and from other disciplines to maximize positive behavioral results, etc
Administers medications as prescribed by treating physician
Ensures timely documentation into patient's electronic medical records, per Mildred Mitchell-Bateman Hospital policies, procedures and common practice
Oversees reactions to medical and psychiatric emergencies
May testify in court and commitment hearings, when necessary
Responds to inquiries of family members, advocates, or other interested parties, ensuring adherence to confidentiality laws, HIPAA regulations, etc

Minimum Qualifications and Responsibilities for: Licensed Practical Nurses
QUALIFICATIONS:
Current West Virginia License or temporary permit to practice as a licensed practical nurse Successful completion of course in intravenous therapy and training in venipuncture permits the LPN to start intravenous fluids
RESPONSIBILITIES:
Assists professional medical staff in providing direct nursing care to patients, including medical treatments, administering medications, giving injections, and assisting in care planning and recording
Takes and records temperature, blood pressure, pulse and respiration; collects blood and specimens for testing; may continue and/or discontinue intravenous fluids; administers medications according to the patient care plan
Ensures timely documentation into patient's electronic medical records, per Mildred Mitchell-Bateman Hospital policies, procedures and common practice
Screens patients and records medical information; assists physician and registered nurse in examinations and treatments; sets up and cleans examination area; gives injections and immunizations; instructs patients in the use of medications and possible side effects
Provides for the emotional and physical comfort and safety of patients
Assists in response to medical and psychiatric emergencies
Assists patients with activities of daily living such as grooming and personal hygiene and encourages appropriate self esteem
May testify in court and commitment hearings, when necessary
Responds to inquiries of family members, advocates, or other interested parties, ensuring adherence to confidentiality laws, HIPAA regulations, etc

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 exceed 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: Supplemental Health Care

Authorized Signature: *Kathryn A. Patched* Date: 1/26/2010

State of New York

County of Erie, to-wit:

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

My Commission expires 2/18/11, 2011

AFFIX SEAL HERE

NOTARY PUBLIC *Jeanette O'Connor*

JEANETTE O'CONNOR
NOTARY PUBLIC, STATE OF NEW YORK
QUALIFIED IN NIAGARA COUNTY
REG. # 010C5073186
MY COMMISSION EXPIRES 2/18/20 11

Rev 09/08

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.

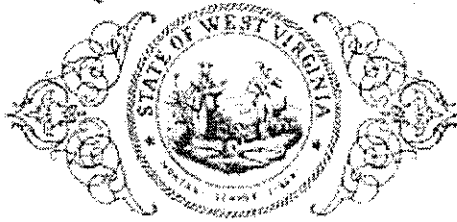
Bidder: N/A Signed: N/A
 Date: N/A Title: N/A

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

Section III

Attachment – Certificate of Authorization

State of West Virginia



Certificate

*I, Natalie E. Tennant, Secretary of State of the
State of West Virginia, hereby certify that*

SHC SERVICES, INC.

a corporation formed under the laws of Delaware filed an application to be registered as a foreign corporation authorizing it to transact business in West Virginia. The application was found to conform to law and a "Certificate of Authority" was issued by the West Virginia Secretary of State on February 7, 2005.

I further certify that the corporation has not been revoked by the State of West Virginia nor has a Certificate of Withdrawal been issued to the corporation by the West Virginia Secretary of State.

Accordingly, I hereby issue this

CERTIFICATE OF AUTHORIZATION



*Given under my hand and the
Great Seal of the State of
West Virginia on this day of
November 17, 2009*

Natalie E. Tennant

Secretary of State