

P. O. Box 1128
Beckley, West Virginia 25802-1128
Phone: (304) 252-4433
Fax: (304) 252-1703

Appalachian Psychiatric Services

A Safe Harbor in an Emotional Storm

Ahmed D. Faheem, M.D., F.A.P.A., M.R.C. Psych. (U.K.)

Diplomate American Board of Psychiatry and Neurology,
in General Psychiatry, Geriatric Psychiatry, and Addiction Psychiatry
Diplomate American Board of Adolescent Psychiatry
Clinical Professor, West Virginia University School of Medicine, Morgantown

Safiullah Syed, M.D.

Diplomate American Board of
Psychiatry and Neurology
Graduate of West Virginia University
Residency Program

Kellie Aromin, M.S.P.A.-C

September 29, 2010

Roberta Wagner
State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street East
P.O. Box 50130
Charleston, West Virginia 25305-0130

RE: **RFQ NUMBER: PSH11027**

Dear Ms. Wagner:

I am herewith submitting this bid on behalf of Appalachian Psychiatric Services which is a duly registered vendor with the Purchasing Division in response to the Request for Quotation RFQ Number PSH11027.

I have completed the Request for Quotation form that was officially sent to me and is enclosed with the appropriate bid.

Appalachian Psychiatric Services has been in business in Beckley, West Virginia for the past 25 years. It is a multidisciplinary Psychiatric and Psychological service operation with two Board Certified Psychiatrists, two Physician Assistants, one nurse, multiple Licensed Psychologists, and Counselors. We have been successfully providing services in this area in good standing for the past 25 years and have the extensive experience of working with long stay facilities like Jackie Withrow Hospital over a prolonged period of time – having had privileges at practically every nursing home in the area and more recently at Jackie Withrow Hospital. The clinicians at our office have admitting and consulting privileges at all the local hospitals, and in particular have active admitting

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PURCHASING DIVISION
STATE OF WV

Patsy J. Wilkerson, M.A. Edward A. Jones, M.A. Crystal Whittington, M.A. Nancy E. Sotak, M.A. Daniel C. Mink, M.A.
Licensed Psychologist Licensed Psychologist Licensed Psychologist Licensed Professional Counselor Licensed Professional Counselor

Roberta Wagner-State of WV, Department of Administration, Purchasing Division
RE: **RFQ NUMBER: PSH11027**
DATE: September 29, 2010
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privileges at Beckley Appalachian Regional Hospital, the only inpatient psychiatric facility which is frequently used by the residents at Jackie Withrow Hospital and also cover for psychiatric emergencies at the Emergency Room at Beckley Appalachian Regional Hospital which is also frequently used by the residents at Jackie Withrow Hospital. Our compliment of two Board Certified Psychiatrists, two Physician Assistants, and the nurse have the expertise and experience of being able to provide coverage for Jackie Withrow Hospital 24 hours a day in case we are successful in getting this contract.

I have reviewed carefully the details of the Request for Quotation PSH11027 and feel that we should be able to meet all the requirements of the RFQ without any problem. We have the appropriate malpractice insurance coverage and also the relevant numbers related to Medicare, Medicaid, and NPI number requirements for the practice of Psychiatry and Psychology in the State.

Our office is located at 1014 Johnstown Road in Beckley which is just about five minutes from Jackie Withrow Hospital so our staff will be able to respond very quickly within five to ten minutes in case of an emergency because of the location of where we are located.

We are in the process of working on electronic medical records at our office and are already working with Mr. Calvin Woolwine at Jackie Withrow Hospital with regards to developing the ability to comply with the electronic medical record documentation going directly into the patient's chart without delay. I have already attended the mandatory electronic medical records training at Jackie Withrow Hospital with Mr. Calvin Woolwine. I also certify that none of the vendors is currently debarred or suspended by any State or Federal agency and are all in good standing with well over five years of experience as is mandated by the RFQ.

With regards to the qualifications of the clinicians, I, myself, have multiple board certifications – in particular I am not only board certified by the American Board of Psychiatry and Neurology in General Psychiatry, but also have subspecialty certifications in Geriatric Psychiatry, Addiction Psychiatry, and Adolescent Psychiatry. As already indicated, I have over 30 years of experience in working in the field of Psychiatry.

Roberta Wagner-State of WV, Department of Administration, Purchasing Division
RE: **RFQ NUMBER: PSH11027**
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The psychologist who is going to be the primary provider of services is Mr. Gary Williams, who is licensed in good standing with the West Virginia Board of Psychologists and has extensive experience of working with the clientele that have been mentioned as the ones that we need to be serving at Jackie Withrow Hospital and has worked with the State over the last several years – way over the five years requirement according to the RFQ. As has already been pointed out in the State of West Virginia, an appropriately licensed Master's Level Psychologist is eligible to provide the same services as a doctorate level provider and is able to, in particular, provide all aspects of the services that are requested in this RFQ. The requirement in the RFQ of the psychologist who is licensed and has education at doctorate level does not make sense because it does not clarify doctorate level in what. If it is that they have to have a doctorate level in Psychology, i.e. recognizing them as a Ph.D. in Psychology or other doctorate level in particular in Psychology, then obviously that requirement can only be met if it is officially recognized by the West Virginia Board of Psychologists, which is the ultimate licensing authority and credentialing authorization in the State of West Virginia. If it is assumed that any doctorate level education is enough to fulfill that requirement then it would prevent the psychologists that are legally registered and licensed appropriately in the State to provide services that they are so qualified and capable of to the clientele at Jackie Withrow Hospital. In this regard, I am appealing that this rather capricious requirement not be the reason to reject any bid.

I hope that this answers any questions that you may have about our bid and hope to hear from you at the earliest soon after the bid opening.

Yours sincerely,



AHMED D. FAHEEM, M.D.

ADF:vsc



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
 PSH11027

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

HEALTH AND HUMAN RESOURCES
 JACKIE WITHROW HOSPITAL
 105 SOUTH EISENHOWER DRIVE

BECKLEY, WV
 25801 304-256-6600

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
09/09/2010				

BID OPENING DATE: 10/07/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UQP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		948-74		\$51,600.00
RFQ TO PROVIDE PSYCHIATRIC SERVICES FOR PINECREST TO PROVIDE PSYCHIATRIC/PSYCHOLOGY SERVICES FOR JACKIE WITHROW HOSPITAL, A 120 BED LONG TERM CARE FACILITY, LOCATED IN BECKLEY, WEST VIRGINIA, PER THE ATTACHED SPECIFICATIONS. EXHIBIT 3 LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON 11/01/2010 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. 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. 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						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
	(304) 693-2076	9-29-10
TITLE	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).



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

RFQ COPY
 TYPE NAME/ADDRESS HERE

PROPERTY

SHIP TO

HEALTH AND HUMAN RESOURCES
 JACKIE WITHROW HOSPITAL
 105 SOUTH EISENHOWER DRIVE
 BECKLEY, WV
 25801 304-256-6600

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
09/09/2010				

BID OPENING DATE: 10/07/2010 BID OPENING TIME 01:30PM

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

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
	(304) 623-2076	9-29-10
TITLE	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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09/09/2010				

BID OPENING DATE: **10/07/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<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</p> <p>INQUIRIES: WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON 09/21/2010. 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>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TITLE	FEIN	TELEPHONE	DATE
			(304) 673-2076	9.29.10

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
PSH11027

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

RFQ COPY
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VENDOR

SHIP TO

HEALTH AND HUMAN RESOURCES
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BECKLEY, WV
 25801

304-256-6600

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
09/09/2010				

BID OPENING DATE: **10/07/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130 PLEASE NOTE: A CONVENIENCE COPY WOULD BE APPRECIATED. THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED: SEALED BID BUYER:-----ROBERTA WAGNER/FILE 22----- RFQ. NO.:-----PSH11027----- BID OPENING DATE:-----10/07/2010----- BID OPENING TIME:-----1:30 PM----- PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: -----(304) 252-1703----- CONTACT PERSON (PLEASE PRINT CLEARLY): -----Dr. Faheem-----						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE 	TELEPHONE (304) 673-2076	DATE 9/29/10	
TITLE owner	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	

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Request for Quotation

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 5

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RFQ COPY

TYPE NAME/ADDRESS HERE

SHIP TO

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 JACKIE WITHROW HOSPITAL
 105 SOUTH EISENHOWER DRIVE

BECKLEY, WV
 25801

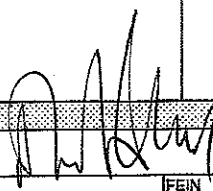
304-256-6600

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
09/09/2010				

BID OPENING DATE: 10/07/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
***** THIS IS THE END OF RFQ PSH11027 ***** TOTAL:						\$51,600. ⁰⁰
						51,600. ⁰⁰

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE:  TELEPHONE: (304) 673-2076 DATE: 9-29-10

TITLE: FEIN: ADDRESS CHANGES TO BE NOTED ABOVE

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

REQUEST FOR QUOTATION
PSH11027

PURPOSE:

The purpose of this Request for Quotation (RFQ) is to provide Psychiatric Services and Psychology Services to the residents of Jackie Withrow Hospital.

BACKGROUND/LOCATION

Jackie Withrow Hospital is located at 105 S. Eisenhower Drive, Beckley, WV 25801. Jackie Withrow Hospital is primarily a 199 bed nursing home. Jackie Withrow Hospital has a five (5) bed Tuberculosis unit.

VENDOR RESPONSIBILITIES

The successful vendor must provide psychiatric evaluations, treatments and follow ups for residents. They must provide individual treatment plans for all intellectually challenged, mentally ill, incapacitated, individuals with traumatic brain injuries and individuals requiring psychiatric/psychological consultations to be carried out by doctoral level, licensed, psychologists and psychiatrists. The approximate hours shall be based on the census and acuity of the facility and may vary based on this. Estimations are 8-10 hours per month of psychiatric services, and 85 hours per month of psychology services. The agency reserves the right to reject any health care provider proposed by the vendor, if he or she can't meet the proposed hours, does not have a current license or fails to provide proof of insurance when required. The vendor will be responsible for the following:

Responsibilities include:

1. Vendor shall evaluate, at a minimum, new admissions per consultation request in the electronic medical records; vendor shall provide one (1) psychiatrist on the grounds for consultation.
2. Vendor shall re-evaluate, at a minimum of every six (6) months or as needed, every resident receiving psychological services per consultation.
3. As needed backup psychiatric services shall be provided 24 hours per day by telephone or pager.
4. Vendor will maintain their own list and conduct rounds weekly by establishing and maintaining a schedule of those residents requiring consultation. The Facility will notify vendor of needed extra visits, emergency evaluations & new admits through the consultation requests in the electronic medical records.
5. Vendor shall provide one (1) psychologist on the grounds three (3) days per week and shall provide the following:
 - Behavior management services for the entire facility as needed.
 - Psychological assessments/evaluations on new admissions as requested/ordered by consultation.
 - Annual assessments/evaluations for all special needs population.
 - Develop care plans for behavior management and special needs residents.
 - Psychologist shall attend regularly scheduled Care Conferences at Jackie Withrow Hospital. These conferences are at no cost to the vendor.

6. Psychologist to provide 24 hours per week in-house service. Vendor shall maintain medical and statistical records in accordance with all policies and procedures established by Jackie Withrow Hospital in the electronic medical records.
7. Vendor shall provide advice to the Administrator relating to the area of psychology and/or psychiatry.
8. Vendor shall assume responsibility for the billing of all services provided to residents of Jackie Withrow Hospital via Medicaid, Medicare, Private insurance, and hold the facility harmless in cases of non-collection.
9. The vendor is responsible for notifying agency of any Psychiatrist or Psychologist whose credentials at any time are not in compliance with state licensing board requirements to practice in WV.
10. The Psychiatrist or Psychologist must evaluate residents and shall complete the "Physician's Determination of Capacity" form for all new admits and as requested by the consultation request if there is a change in the resident's status.
11. Psychiatrist and Psychologist shall document all findings in the resident's electronic medical records and comply with electronic medical record documentation. The vendor must enter notes in the electronic medical records in each day of visit.
12. The Psychiatrist and Psychologist must attend the mandatory electronic medical records training (2 hours per year). The mandatory electronic medical records training will be set up on an individual basis with the Clinical Application Specialist. This training is at no cost to the vendor.
13. The Psychiatrist and Psychologist must attend any "mandatory training" as required by regulatory entities such as CMS, WVMI and DHHR. This training is at no cost to the vendor.
14. Vendor must provide supporting diagnosis for prescribed medication.
15. Vendor shall review individual resident progress in the Skills Training Programs and complete a Therapeutic Monthly Services Summary on all residents in the Special Needs / Therapeutic Services program.

Note: Skills Training Program – the treatment plans and goals developed under the direction of a Licensed Psychologist that enables residents with chronic mental illness, maladaptive behavior, and/or developmental disabilities to function at their optimal potential.

Note: Therapeutic Service – to provide residents with chronic mental illness, maladaptive behavior, and/or developmental disabilities with recreational and therapeutic services to enable them to function at their optimal potential through assisting them to develop/maintain active daily living skills, develop relationships that promote social trust and growth, and assisting them to live with dignity.

17. Vendor must provide the required training for the Special Needs Programming to the Skills Trainers in the area of MI/MR.
18. Vendor will not be considered if debarred or suspended. Vendor must certify that no entity, agency, or person associated with the vendor is currently debarred or suspended by any State or Federal Government. Vendor must provide disclosure of any debarment or suspension that occurred prior to entering into this contract or that occurs during the course of the contract.

VENDOR'S REQUIRED EXPERIENCE/QUALIFICATIONS

1. Apparent successful vendor must provide a doctoral level Psychiatrist and Psychologist who shall be licensed/certified by the State of WV and shall provide a copy of their certificate of license,

along with a copy of a valid certificate of Professional Liability Insurance that references Jackie Withrow Hospital as the certificate holder prior to the award of the bid.

2. Vendor must provide documentation to verify that they have a minimum of five (5) years of psychiatric and psychology experience.
3. Apparent successful vendor shall provide Medicare numbers, Medicaid numbers, Upin numbers, and any and all licenses normally required by the vendor, its agents, and employees prior to the award of the bid.

SPECIAL TERMS AND CONDITIONS:

Continuity of Services

Any contract resulting from this RFQ is intended to provide continuity of Psychiatric and Psychological Provider Services and the management thereof on a continual basis. In the event of termination of this contract by the vendor, vendor must assume the continuity of Health care services at a level consistent with the terms of the contract for a period not to exceed twelve (12) months from the notice of termination or until such time as the agency can provide an alternative provider.

Insurance Requirements

The vendor, as an independent contractor, is solely liable for the acts and omissions of its employees and agents. The vendor shall maintain and furnish proof of coverage of liability insurance for loss, damage, or injury (including death) of third parties arising from acts and omissions on the part of the vendor, its agents and employees in the following amounts:

- 1) For Bodily Injury (including death): Minimum amount of \$1,000,000.00 per Occurrence.
- 2) For property damage and professional liability: Minimum amount of \$1,000,000.00 per Occurrence

"Purchasing Affidavit"

West Virginia State Code 5A-3-1-a-(3)(d) requires that all vendors submit a Purchasing affidavit, which certifies that there are no outstanding obligations or debts owing the State of West Virginia. The Purchasing Affidavit should be completed, signed, and returned with the vendor's quotation. If bidding a joint quotation, a Purchasing Affidavit must be completed for both vendors.

Life of Contract

This contract shall begin on November 1, 2010, and continue for a period of one year. 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.

HIPAA Agreement

The West Virginia State Government HIPAAS Business Associate Addendum (BAA), approved by the Attorney General, is hereby made part of this agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CRP § 160.103) and will be disclosing Protected Health Information (45 CFR § 160.103) to the vendor.

Compliance with Law and Regulations

The 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, or services delivered pursuant hereto shall be borne by the vendor. The vendor must be

governed by the laws of the State of West Virginia. The vendor shall comply with all related federal and state laws and regulations. The vendor shall comply with all applicable laws, rules, and regulations including, but not limited to those relating to hospital licensure, State and Federal labor laws and laws, rules, and policies related to the Department of Health and Human Resources.

Invoices and Payments

The vendor shall submit monthly invoices, in arrears, on a monthly basis, to the Accounts Payable office at Jackie Withrow Hospital for all services provided pursuant to the terms of the contract. For tracking purposes only a monthly spreadsheet will be completed for hours worked. These spreadsheets are collected monthly by the Accounts Payable Clerk. The hospital reserves the right to reject any or all invoices for which proper documentation has not been provided. The vendor will be notified within then (10) working days of any invoice deficiencies. State law forbids payment of invoices prior to receipt of services.

Bid Schedule

Total Monthly Fee for Psychiatrist and Psychologist:

\$ 4,300.⁰⁰

Total Annual Fee:

\$ 51,600.⁰⁰

Note: This fee is a set monthly fee. Regardless of the number of patients seen or number of hours actually worked, invoice for services will remain as bid for the life of the contract.

Monthly Total Breakdown by Category of Services:

Psychiatrist - \$ 600.⁰⁰

Psychiatrist's Name _____

Psychologist - \$ 3,700.⁰⁰

Psychologist's Name _____

Name and Signature of bidding Vendor AHMED FAHEEM, M.D.


Name


Signature

Vendor must have no successful claims against their professional liability insurance within the last two (2) years

I certify that neither AHMED FAHEEM, M.D. nor GARY WILLIAMS AND Edward JONES
(Psychiatrist) (Psychologist)

have not had any successful claims against our professional liability insurance in the last two(2) years.

AHMED FAHEEM, M.D. 

NAME

SIGNATURE

10/4/10

DATE

Award Criteria

Awards will be made in the best interest of the State of West Virginia. Bidders shall submit one bid addressing each required item with a dollar amount. In addition, please note that this will be awarded to the vendor with the lowest bid that meets all of the specifications.



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
 PSH11027

PAGE
 1

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

V
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Appalachian Psychiatric Services
 1014 Johnstown Road
 Beckley, WV 25801

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HEALTH AND HUMAN RESOURCES
 JACKIE WITHROW HOSPITAL
 105 SOUTH EISENHOWER DRIVE

BECKLEY, WV
 25801

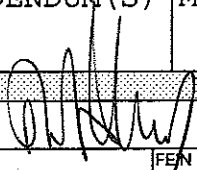
304-256-6600

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B	FREIGHT TERMS
09/23/2010				

BID OPENING DATE: 10/07/2010 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.: PSH11027						
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						
NO. 2						
NO. 3						
NO. 4						
NO. 5						
I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE:  DATE: 9/29/10

TELEPHONE: (304) 673-2076

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
PSH11027

PAGE
2

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

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

HEALTH AND HUMAN RESOURCES
 JACKIE WITHROW HOSPITAL
 105 SOUTH EISENHOWER DRIVE
 BECKLEY, WV
 25801 304-256-6600

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
09/23/2010				

BID OPENING DATE: 10/07/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
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VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.

SIGNATURE

Appalachee Prosthetic Services
 COMPANY

9.29.10

DATE

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

REV. 09/21/2009

END OF ADDENDUM NO. 1

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE	TELEPHONE	DATE	
	(304) 673-2076	9.29.10	
FILE	FEIN	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
 PSH11027

PAGE
 3

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

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

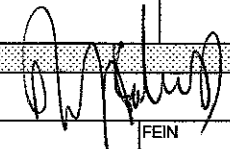
HEALTH AND HUMAN RESOURCES
 JACKIE WITHROW HOSPITAL
 105 SOUTH EISENHOWER DRIVE
 BECKLEY, WV
 25801 304-256-6600

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
09/23/2010				

BID OPENING DATE: 10/07/2010 BID OPENING TIME: 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		948-74		
RFQ TO PROVIDE PSYCHIATRIC SERVICES FOR PINECREST						
***** THIS IS THE END OF RFQ PSH11027 *****						TOTAL: \$51,600.00

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE:  TELEPHONE: (304) 673-2076 DATE: 9.29.10

FEIN: ADDRESS CHANGES TO BE NOTED ABOVE

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

Addendum – PSH11027
September 23, 2010

Question #1. I reviewed the RFQ11027 and had the following question and comment. The new RFQ has specified the Psychologist to be a Doctorate level? This is surprising, since the State of WV M.A. level Psychologist are allowed to do everything that is listed in the RFQ and the psychologist that is currently working Mr. Roger Mooney is registered as M.A. level by the WV Board of Psychologists. He has Ed.D against his name but is accepted only as a M.A. level I have checked this myself with the Board and you can too. His license number is 154. I know that this restriction will make the bidding process unfair as none of the local Psychiatric practices have a Doctorate level Psychologist. Also the issue of recording in the medical records electronically soon after seeing the patients is currently not being complied with. I hope these issues are taken into consideration with the bidding decisions are made.

***Answer #1a.** We are requesting the successful vendor be able to provide the following: one (1) doctoral level Psychiatrist who holds a medical degree and one (1) licensed Psychologist who has education at a doctoral level.*

***Answer # 1b.** The electronic medical record (EMR) system was installed and began being fully utilized in April, 2008. Agreements prior to this date did not include provisions for documentation in the EMR as it was not available. However the expectation moving forward is that the successful vendor shall complete patient documentation in the EMR as outlined in item number 11 under the Vendor Responsibilities section of the specifications.*

Question #2. I am requesting your clarification of the following issue regarding RFQ PSH11027 (Jackie Withrow Hospital).

On page 6, under Vendor Responsibilities it states that only a doctoral level psychologist would be considered. Please be advised that according to the WV Board of Examiners for Psychologists (the state licensing board) an appropriate Masters degree is considered on par with a Doctoral degree. A Masters level psychologist is eligible to provide the same services as a Doctoral level provider. A psychologist need only be licensed to be a provider regardless of Masters/Doctoral degree. Arbitrarily requiring a doctoral level psychologist would exclude nearly all, if not all, local providers.

Secondly I believe that the current provider at the hospital is in fact registered with the Board of Examiners as a Masters level provider.

***Answer #2.** Please refer to Answer #1a for clarification.*

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: APPALACHIAN Psych Services Signed: [Signature]

Date: 9.30.10 Title: owner

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

RFQ No. PSH 11027

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: Appalachia Psychiatric Services

Authorized Signature: [Signature] Date: 09.30.10

State of WV

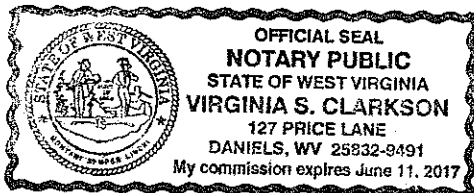
County of Raleigh, to-wit:

Taken, subscribed, and sworn to before me this 30th day of September, 2010.

My Commission expires June 11, 2017, 20 .

AFFIX SEAL HERE

NOTARY PUBLIC Virginia S. Clarkson



RFQ No. PSH 11027

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: GARY A. WILLIAMS

Authorized Signature: [Signature] Date: 9-30-10

State of WV

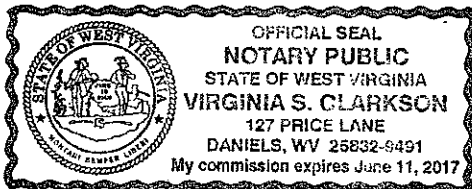
County of Boke, to-wit:

Taken, subscribed, and sworn to before me this 30th day of September, 2010

My Commission expires June 11, 2017.

AFFIX SEAL HERE

NOTARY PUBLIC Virginia S. Clarkson



RFQ No. PS14 11027

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: Edward A. Jones

Authorized Signature: [Signature] Date: 10-1-10

State of West Virginia

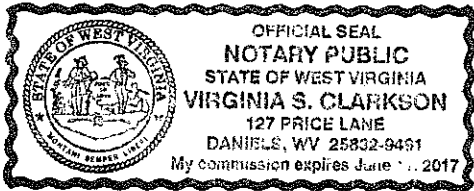
County of Raleigh, to-wit:

Taken, subscribed, and sworn to before me this 1st day of October, 2010

My Commission expires June 11, 2017, 20 .

AFFIX SEAL HERE

NOTARY PUBLIC Virginia S. Clarkson



WEST VIRGINIA BOARD OF MEDICINE

LICENSE NO. [REDACTED] WEST ISSUED 11/16/1981

THIS IS TO CERTIFY THAT THE LICENSE OF

ARMED DAVER FAHEEM, M.D.

TO PRACTICE MEDICINE AND SURGERY IN THE
STATE OF WEST VIRGINIA HAS BEEN RENEWED FOR
THE PERIOD OF 7/1/2010 TO 6/30/2012



ROBERT C. KNITTLE, Executive Director

THE PSYCHIATRISTS' PROGRAM

Certificate of Insurance

This certificate is issued as a matter of information only and confers no rights upon the certificate holder.

This certificate does not amend, extend or alter the coverage provided by the insurance policy below.

1. NAME AND ADDRESS OF NAMED INSURED

Ahmed D. Faheem, MD
P.O. Box 1128
Beckley, WV 25802

The policy of insurance listed below has been issued to the named insured for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions and conditions of such policy. Aggregate limits shown may have been reduced by paid claims.

2. COMPANY 3. POLICY NUMBER 4. CERTIFICATE NUMBER

National Union Fire Insurance Company PSC08 - 000966873
of Pittsburgh, PA

32284

5. POLICY PERIOD

From: August 1, 2010
at 12:01 A.M. Standard Time

To: August 1, 2011
at 12:01 A.M. Standard Time

Retroactive Date: May 1, 1996
at 12:01 A.M. Standard Time

6. TYPE OF INSURANCE 7. COVERED SPECIALTY

Professional Liability

General Psychiatry

8. EFFECTIVE LIMITS OF LIABILITY COVERAGE STATE/RATING AREA OTHER STATES
Each Medical Incident/Each Policy Period

8/1/2010

\$2,000,000 / \$ 6,000,000

Claims Made w/PrePaid Tail

WV1


9. NAME AND ADDRESS OF CERTIFICATE HOLDER

Jackie Withrow Hospital
Division of Health
105 South Eisenhower Drive
Beckley, WV 25801

Should the above described policy be cancelled before the expiration date thereof, the company will endeavor to mail written notice to the certificate holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

10. NAME AND ADDRESS OF ADMINISTRATOR

Professional Risk Management Services, Inc.
1515 Wilson Boulevard, Suite 800
Arlington, VA 22209
Telephone: (800) 245-3333



President and CEO
Professional Risk Management Services, Inc.

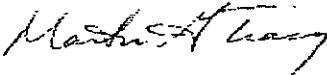
July 7, 2010
Date

THE PSYCHIATRISTS' PROGRAM

Certificate of Insurance

This certificate is issued as a matter of information only and confers no rights upon the certificate holder.

This certificate does not amend, extend or alter the coverage provided by the insurance policy below.

1. NAME AND ADDRESS OF NAMED INSURED				
Ahmed D. Faheem, MD P.O. Box 1128 Beckley, WV 25802		The policy of insurance listed below has been issued to the named insured for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions and conditions of such policy. Aggregate limits shown may have been reduced by paid claims.		
2. COMPANY		3. POLICY NUMBER		4. CERTIFICATE NUMBER
National Union Fire Insurance Company of Pittsburgh, PA		PSC08 - 000966873		32284
5. POLICY PERIOD				
From: <u>August 1, 2010</u> at 12:01 A.M. Standard Time		To: <u>August 1, 2011</u> at 12:01 A.M. Standard Time		
Retroactive Date: <u>May 1, 1996</u> at 12:01 A.M. Standard Time				
6. TYPE OF INSURANCE			7. COVERED SPECIALLY	
Professional Liability			General Psychiatry	
8. EFFECTIVE	LIMITS OF LIABILITY	COVERAGE	STATE/RATING AREA	OTHER STATES
Each Medical Incident/Each Policy Period				
8/1/2010	\$2,000,000 / \$ 6,000,000	Claims Made w/PrePaid Tail	WV1	
9. NAME AND ADDRESS OF CERTIFICATE HOLDER				
Appalachian Psychiatric Svcs. 1014 Johnstown Road Beckley, WV 25801		Should the above described policy be cancelled before the expiration date thereof, the company will endeavor to mail written notice to the certificate holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.		
10. NAME AND ADDRESS OF ADMINISTRATOR				
Professional Risk Management Services, Inc. 1515 Wilson Boulevard, Suite 800 Arlington, VA 22209 Telephone: (800) 245-3333		<div style="text-align: center;">  <hr style="width: 200px; margin: 0 auto;"/> President and CEO Professional Risk Management Services, Inc. </div>		
July 7, 2010 Date				



West Virginia Board of Examiners of Psychologists

Be It Known That:

Garv Williams, MA

License Number [redacted] has met the requirements of the law, and is duly licensed, and is entitled to practice in the state of West Virginia until 6/30/12 as a Psychologist.

Licensed Since: 7/1/90

Jerry Lauretta Legley, MA
Secretary



West Virginia Board of Examiners of Psychologists

Be It Known That:

Edward A. Jones, MA

License Number [REDACTED] has met the requirements of the law, and is duly licensed, and is entitled to practice in the state of West Virginia until 6/30/12 as a Psychologist.

Licensed Since: 5/31/02

Jenny Laurita Sigley MA
Secretary

10/06/09 - A **DARWIN NATIONAL ASSURANCE COMPANY**
Psychologists' Professional Liability Policy
THIS IS A CLAIMS MADE POLICY - PLEASE READ CAREFULLY

*** RENEWAL ***

NOTICE: A LOWER LIMIT OF LIABILITY APPLIES TO JUDGMENTS OR SETTLEMENTS WHEN THERE ARE ALLEGATIONS OF SEXUAL MISCONDUCT (SEE THE SPECIAL PROVISION "SEXUAL MISCONDUCT" IN THE POLICY).

POLICY NO: 5010-4895
 ITEM 1. (a) NAME AND ADDRESS OF INSURED:

DECLARATIONS

ACCOUNT NO: WV-JONE124-0 0454588C
 ITEM 1. (b) ADDITIONAL NAMED INSUREDS:

EDWARD AXEL JONES
 124 SUNSHINE DRIVE
 LEWISBURG, WV 24901

TYPE OF ORG: INDIVIDUAL

ITEM 2. ADDITIONAL INSUREDS:

ITEM 3. POLICY PERIOD: FROM: 11/01/09 TO: 11/01/10
 12:01A.M. STANDARD TIME AT THE ADDRESS OF THE INSURED AS STATED HEREIN:

ITEM 4. LIMITS OF LIABILITY: (a) \$ 1,000,000 EACH WRONGFUL ACT OR SERIES OF CONTINUOUS, REPEATED OR INTERRELATED WRONGFUL ACTS OR OCCURRENCE
 (b) \$ 5,000 COSTS RELATED TO ANY SINGLE PROCEEDING
 (c) \$ 3,000,000 AGGREGATE, FOR ALL CLAIMS AND ALL PROCEEDINGS

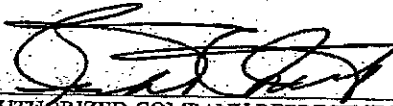
ITEM 5. PREMIUM SCHEDULE:

CLASSIFICATION	NUMBER	RATE	ANNUAL PREMIUM
1ST PSYCHOLOGIST	1	456.00	456.00
DEFENSE LIMIT			.00
WEST VIRGINIA SURCHARGE	1		2.26
		TOTAL PREMIUM:	412.26

ITEM 6. RETROACTIVE DATE: 11/01/05
 ITEM 7. EXTENDED REPORTING PERIOD
 ADDITIONAL PREMIUM (if exercised): \$ 721.00 SCHEDULED RATING CREDIT INCLUDED

ITEM 8. POLICY FORMS AND ENDORSEMENTS ATTACHED TO THIS POLICY
 PRGE2000 (3/2006) PRGE1110 (1/2006)

THIS IS NOT A BILL. PREMIUM HAS BEEN PAID.
 PRGE2005 (3/2006)


 AUTHORIZED COMPANY REPRESENTATIVE
 American Professional Agency * 95 Broadway, Amityville, NY 11701

APPALACHIAN PSYCHIATRIC SERVICES

Group Medicare No

Group Medicaid No

Dr fahkeen's M
Medicare M
Medical No.

Edward Jones's M
Medicare To
Medicaid

Gay Williams
Med

