



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

VENDOR

\*709045113      304-252-8409  
 RALEIGH PSYCHIATRIC SERVICES I  
 28 MALLARD COURT BOX 1025  
 BECKLEY WV 25802

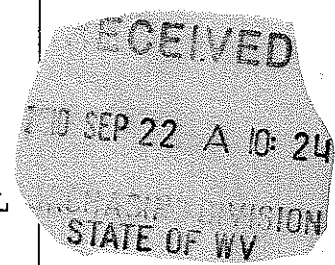
SHIP TO

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
0001	1	JB		948-74		
<p>RFQ TO PROVIDE PSYCHIATRIC SERVICES FOR PINECREST</p> <p>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.</p> <p>EXHIBIT 3</p> <p>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.</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</p>						



SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *[Signature]*      TELEPHONE: 304-252-8409      DATE: 9/14/10

TITLE: CEO      FEIN: 55-0578571      ADDRESS CHANGES TO BE NOTED ABOVE

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



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	(1) YEAR PERIODS.					
<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 <i>[Signature]</i>	TELEPHONE 304-252-8409	DATE 9/14/10
TITLE CEO	FEIN 68-0578571	ADDRESS CHANGES TO BE NOTED ABOVE

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ADDRESS CORRESPONDENCE TO ATTENTION OF  
 ROBERTA WAGNER  
 804-558-0067

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\*709045113 304-252-8409  
 RALEIGH PSYCHIATRIC SERVICES I  
 28 MALLARD COURT BOX 1025  
 BECKLEY WV 25802

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<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	TELEPHONE	DATE
<i>[Signature]</i>	304-252-8409	9/14/10
TITLE	FERN	ADDRESS CHANGES TO BE NOTED ABOVE
CEO	66-0678571	

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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
	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:						
-----304-252-0022-----						
CONTACT PERSON (PLEASE PRINT CLEARLY): -----JOHN H JOHNSON JR-----						
SEE REVERSE SIDE FOR TERMS AND CONDITIONS						
SIGNATURE <i>[Handwritten Signature]</i>			TELEPHONE 304-252-8409		DATE 9/14/10	
TITLE CEO			FEIN 65-0577571		ADDRESS CHANGES TO BE NOTED ABOVE	

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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
***** THIS IS THE END OF RFQ PSH11027 ***** TOTAL: _____						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *[Signature]*      TELEPHONE: 304 252 8409      DATE: 9/14/10  
 TITLE: CEO      FAX: 304-0578371      ADDRESS CHANGES TO BE NOTED ABOVE

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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 contact 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 hereby. 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:

\$ 4650.<sup>00</sup>

Total Annual Fee:

\$ 55,800.<sup>00</sup>

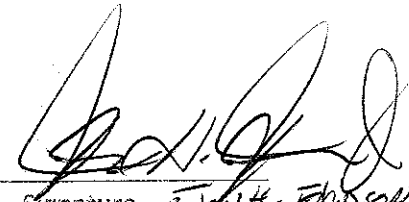
Note: This fee is a set monthly fee. Regardless of the number of patients seen or number of hours actually worked, invoice for services will remain as bid for the life of the contract.

**Monthly Total Breakdown by Category of Services:**

Psychiatrist - \$ 750.<sup>00</sup>  
Psychiatrist's Name M.K. HASAN

Psychologist - \$ 3900.<sup>00</sup>  
Psychologist's Name ROGER P. MOONEY

Name and Signature of bidding Vendor Raleigh Psychiatric Services  
Name

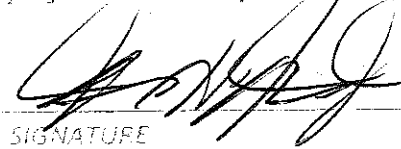
  
Signature JOHN H. JOHNSON JR

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

I certify that neither M.K. HASAN nor ROGER P. MOONEY  
(Psychiatrist) (Psychologist)

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

Raleigh Psychiatric Services  
NAME

  
SIGNATURE

9/14/10  
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

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: Raleigh Pediatric Services Signed: [Signature]
Date: 9/14/10 Title: CEO

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

RFQ No. PSH11027

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: Raleigh Psychiatric Services, Inc

Authorized Signature: [Signature] Date: 9/14/10

State of West Virginia

County of Raleigh, to-wit:

Taken, subscribed, and sworn to before me this 14 day of September, 2010.

My Commission expires July 12, 2013

AFFIX SEAL HERE

NOTARY PUBLIC Ruby W. Palmer

