

Response to Request for Proposal for
Medical Director and Physician Services

Presented to

Jackie Withrow Hospital

RFP # PSH11057

Beckley, West Virginia

October 7, 2010

Presented by

Kelly Medical Services Corporation

RECEIVED

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PURCHASING DIVISION
STATE OF WV

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REQUEST FOR QUOTATION RFQ#PSH11057

PURPOSE

The purpose of this Request for Quotation (RFQ) is to provide a Medical Director to work approximately 100 hours per year and 2 Health Care Providers (Physician/Mid-Level Provider Services) to work approximately 360 hours per year per provider at Jackie Withrow Hospital.

BACKGROUND

Kelly Medical Services Corporation

Kelly Medical Services Corporation, headquartered in Daniels, West Virginia, would be responsible for providing medical director and physician services to Jackie Withrow Hospital. The group will be supported by the TeamHealth division headquartered in Knoxville, Tennessee, that manages contracts in seven southeastern states, including West Virginia and Virginia. Kelly Medical Services Corporation will provide scheduling, recruiting, and credentialing services out of its Daniels office.

Kelly Medical Services Corporation hopes to continue providing Jackie Withrow Hospital with the same high-quality services that the residents of Beckley, West Virginia, have enjoyed since 1991. We look forward to a future of maintaining our excellent relationship with hospital administration and medical staff members.

TeamHealth History and Overview

TeamHealth was founded by emergency physicians and has continued to provide high-quality management, staffing, and support services to our client hospitals throughout our 31 years of experience in clinical outsourcing services. Our dedicated healthcare professionals, experienced management and administrative staff, and vast array of enhanced services and programs have earned us the envied reputation of being the leader in clinical outsourcing.

TeamHealth Philosophy

TeamHealth's expertise in providing clinical outsourcing services to hospitals is unparalleled. We are committed to strengthening hospitals, supporting physicians, and improving healthcare.

Mission Statement

We are a healthcare company committed to quality, efficiency, and exceptional patient care.

Vision

To develop the best teams of healthcare professionals driven to advance patient care through leadership, innovation, and teamwork.

Values

TeamHealth is a *physician-led, patient-focused* organization whose success stems from dedication to *innovation, teamwork, and integrity*.

VENDOR RESPONSIBILITIES

The successful vendor must provide one (1) Medical Director to work approximately 100 hours per year, and two (2) Health Care Providers (Physicians and/or Mid Level Providers) to work approximately 360 hours per year per provider. The approximate hours is based on the census and acuity of the facility and may vary based on this. 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. The vendor will be responsible for the following:

Medical Director must satisfy the below responsibilities:

1. Must attend facility meetings such as, but not limited to: Physician/RN Meetings, Mortality Review, Quality Assurance Review, Pharmacy, Therapeutic Meetings and any other meetings requested by the Administrator and/or Director of Nursing.
2. Must provide Physician intervention and physician services to include the overall management and coordination of qualified physicians.
3. Must provide phone consultation to the facility as needed.
4. Must provide emergency services on an on-call basis for residents residing at Jackie Withrow Hospital.
5. Must assume ultimate responsibility for emergency services for residents being served by the attending physician in cases where these physicians cannot be reasonably contacted.
6. Must provide advice to the Administrator relating to the area of medical practice.
7. Must comply with established policies and procedures of the WV Department of Health and Human Resources (Please refer to the WV DHHR Intranet website; <http://intranet.wvdhhr.org/>). In addition, Medical Director will be responsible for assisting (as needed) in changes made to and adherence of Jackie Withrow Hospital's policies and procedures, located in the Nursing Department, Human Resources Department and Program Services Department in the JWH facility.
8. Must assume responsibility for the billing of all medical services provided to residents of Jackie Withrow Hospital via Medicaid, Medicare, or private insurance, and agrees to hold the facility and the State of West Virginia harmless in cases of non-collection.

Agreed. *Appendix I* contains the signed RFQ. The success of a facility depends on the effectiveness of its leader. Our plan for your hospital will be built around a medical director who will be committed to Jackie Withrow Hospital and work approximately 100 hours a year. He or she will have the appropriate clinical competence, administrative experience, interpersonal skills, and business acumen needed to provide strong medical leadership for Jackie Withrow Hospital.

In addition to continuing the services that you list above, Kelly Medical Services provides our medical director with tools to continually refine their leadership skills through resources such as:

- Annual medical director and nurse manager workshops
- Leadership Education and Development (LEAD) Academy for medical directors
- Medical director LISTSERV for information sharing
- Online repository of resources for medical directors

Although certainly not exhaustive, the following list represents some of the key responsibilities of Kelly Medical Services' medical director.

- Provide daily oversight of the provider team
- Interview and evaluate prospective providers
- Ensure orientation of new providers
- Foster positive working relationships with the nursing staff
- Serve as the primary liaison between the hospital and the regional Kelly Medical Services client services team
- Respond to provider-related patient complaints

The medical director provided by Kelly Medical Services Corporation will continue to be responsible for the items listed above.

Physician/Mid-Level Services **must** satisfy the below responsibilities:

1. Must evaluate, prescribe, and order any and all medical interventions for the medical treatment of Jackie Withrow Hospital residents.
2. Must provide phone consultation to the facility as needed.
3. Must attend meetings as deemed necessary by the Medical Director and/or nursing home Administrator or designee.
4. Must make in-house visits for Jackie Withrow Hospital residents at least monthly and in compliance with the policies and procedures of the state government's Office of Facility Licensure and Certification Dept. and the federal government's Centers for Medicare and Medicaid Services.
5. Must provide emergency services on an on-call basis for all patients residing at Jackie Withrow Hospital.
6. Must comply with established policies and procedures of Jackie Withrow Hospital (located in the Nursing Department, Human Resources Department and Program Service Department in the JWH facility) and WV department of Health and Human Resources (please refer to the WV DHHR intranet website; <http://intranet.wvdhhr.org/>).
7. Must enter all physician orders for treatment/medications into the electronic medical record. Access to the electronic medical records will be provided to the successful vendor. In addition, the successful vendor must attend all mandatory training which will be provided by the Jackie Withrow Hospital staff.

Agreed. The physicians and MLPs provided by Kelly Medical Services Corporation will continue to be responsible for the items listed above.

Vendor's Required Experience/Qualifications

- Vendor must provide health care providers who are qualified, professional, competent, and duly licensed.
- Both Medical Director and the physician/Mid-Level provider must have a minimum of five (5) years of medical services.
- Successful vendor must provide proof of licensure for the Medical Director and each Physician and Mid-Level provider, prior to the award of the bid.

- Successful vendor shall provide Medicare numbers, Medicaid numbers, UPIN numbers, and any and all licenses normally required by the vendor, its agents, and employees to provide the specified services, prior to the award of the bid.
- The vendor is responsible for notifying agency of any Health Care Provider (Medical Director, Physician/Mid-Level Provider) whose credentials at any time are not in compliance.
- 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 this contract.

Kelly Medical Services Corporation understands and agrees with the requirements above and can continue to meet these requirements at Jackie Withrow Hospital as we have since 1991. In this capacity, we provide qualified, professional, competent, and duly licensed healthcare professionals for the facility and intend to provide the same high-quality services if selected.

Special Terms and Conditions:

Continuity of Services

Any contract resulting from the RFQ is intended to provide continuity of Medical Director and Physician/Mid-Level 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.

Kelly Medical Services Corporation understands and agrees to the requirements regarding the continuity of services.

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.

In response to the nation's dramatic increases in professional liability insurance (PLI) costs, Kelly Medical Services provides first-dollar insurance coverage from The Lexington Insurance Company, which has been rated "A" by A.M. Best. The Lexington Insurance Company has over \$2 billion in reported policyholder surplus conditional reserve funds. Kelly Medical Services' Physicians' Underwriting Group Ltd., our captive insurance subsidiary, provides the excess layer of insurance on top of the Lexington coverage. In addition, Kelly Medical Services has worked with Marsh Inc., an industry PLI expert, to develop a state-of-the-art Risk Information Management System that identifies potential liability exposures and performs claim trending analyses. Our contracted physicians and entities are covered by claims-made PLI in the amount of \$1 million per incident and \$3 million in aggregate. Physicians and MLPs providing services at Jackie Withrow Hospital will be offered extended reporting, or "tail" coverage, under our policy. Kelly Medical Services accrues sufficient dollars to provide professional liability tail coverage. As a result, if a physician covered by the Kelly Medical Services PLI program at your hospital

leaves the medical group, your hospital would not have exposure for claims covered by Kelly Medical Services' PLI program within the limits provided by the program and the contracts. No client hospital has ever been left without coverage by the Kelly Medical Services PLI program for a Kelly Medical Services physician's claim.

"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.

In *Appendix 2*, Kelly Medical Services Corporation has included an affidavit stating that it has no outstanding debt with the State of West Virginia.

Life of Contract

Contract will become effective award, 2010 and shall extend 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.

Having provided services to Jackie Withrow Hospital since 1991, Kelly Medical Services understands and agrees to the contract terms.

HIPAA Agreement

The West Virginia State Government HIPAAS Business Associate Addendum (BAA), approved by the Attorney General, is hereby made part of this agreement (see attachment). 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.

Agreed.

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.

Agreed. In addition, Kelly Medical Services' comprehensive ethics and compliance program expresses our corporate commitment to the following:

- Compliance with federal, state, and local laws
- Establishment of written standards
- Creation of an awareness of these standards and any commitments through training and educating physicians, non-physicians, and staff members of our company
- Development of a risk assessment process

- Maintenance of a monitoring program for misconduct
- Implementation of an anonymous reporting system
- Enforcement of standards of conduct

Through our auditing and monitoring activities, Kelly Medical Services ensures that we remain in compliance with the requirements of Stark II/Anti-kickback laws, Health Insurance Portability and Accountability Act (HIPAA) privacy policies, Consolidated Omnibus Budget Reconciliation Act (COBRA)/EMTALA mandates, and proper coding and billing activities according to industry-accepted guidelines.

Kelly Medical Services' compliance program is consistent with the following Office of Inspector General (OIG) program guidances, with modifications to fit our unique environment.

- Compliance Program Guidance for Hospitals
- Supplemental Compliance Program Guidance for Hospitals
- Program Guidance for Third-Party Medical Billing Companies
- Program Guidance for Individual and Small Physician Practices

Under the leadership of our chief compliance officer, Kelly Medical Services' compliance program is comprehensive and dynamic. It presents a supportive structure to management, physicians, and staff; applies to employees, contractors, and vendors; and showcases the commitment of senior management.

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, the vendor will fill in a monthly spreadsheet 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 ten (10) working days of any invoice deficiencies. State law forbids payment of invoices prior to receipt of services.

Understood.

CONCLUSION

Kelly Medical Services Corporation would like to thank the State of West Virginia for the opportunity to participate in the care of the residents of Jackie Withrow Hospital since 1991.

The major increase in costs associated with servicing this contract is in the area of compensation adjustments necessary to retain quality providers for Jackie Withrow Hospital. We look to the economies of scale and resources of TeamHealth to assist in keeping those costs to minimal increases. To that end, Kelly Medical is pleased to offer the services incorporated in this RFQ for the monthly rate of \$11,625.00 plus all revenue earned for billing of our physician services at the hospital.

Bid Schedule

Total Monthly Fee for Medical Director and Physician/Mid-Level Provider; Total Annual Fee:

\$51,750/year Medical Director \$87,750/year for providers

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:

Medical Director-\$4,312.50/month

Medical Director's Name: Michael Kelly, M.D.

Physician/Mid-Level Provider-\$4,500/month

Physician's Name: Richard Slack, M.D.

Physician/Mid-Level Provider-\$2,812.50/month

Physician's Name: Shirley Repass, FNP



Signature 10/5/10
Date

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

I certify that neither Michael Kelly, M.D. nor Richard Slack, M.D. nor Shirley Repass, C-FNP
(Medial Director) (Physician) (Mid-Level Provider)
have not had any successful claims against our professional liability insurance in the last two (2) years.



Signature 10/5/10
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.

Understood.

**Appendix 1:
Signed RFQ**



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

Request for Quotation

SECTION NUMBER	PAGE
PSH11057	1
ADDRESS CORRESPONDENCE TO ATTENTION OF:	
ROBERTA WAGNER 304-558-0067	

*709053857 01 304-763-2888
 KELLY MEDICAL SERVICES CORP
 1 PAVILION DR
 DANIELS WV 25832

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	YR		948-21		
MEDICAL DIRECTOR AND PHYSICIAN/MID LEVEL PROVIDER REQUEST FOR QUOTATION TO PROVIDE PHYSICIAN SERVICES TO RESIDENTS OF JACKIE WITHROW HOSPITAL PER THE ATTACHED SPECIFICATIONS. EXHIBIT 3 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. 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 (1) YEAR PERIODS.						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
	865-985-7202	10/5/2010
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
Vice President	55-0656334	

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



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**Request for
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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<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, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
	865-985-7202	10/5/2010
TITLE	FAX	ADDRESS CHANGES TO BE NOTED ABOVE
Vice President	55-0656334	

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



State of West Virginia
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**Request for
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RFQ NUMBER	PAGE
PSH11057	3
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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
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. REV. 04/11/2001 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: ROBERTA WAGNER DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25311 FAX: 304-558-4115 E-MAIL: ROBERTA.A.WAGNER@WV.GOV NOTICE A SIGNED BID MUST BE SUBMITTED TO: DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS		
SIGNATURE	TELEPHONE	DATE
<i>[Signature]</i>	865-985-7202	10/5/2010
TITLE	FERN	ADDRESS CHANGES TO BE NOTED ABOVE
Vice President	55-0656334	

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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
				BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130		
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.:-----PSH11057-----						
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:						
-----865-560-7044-----						
CONTACT PERSON (PLEASE PRINT CLEARLY):						
-----Patty Keith-----						
-----304-673-4384-----						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE 865-985-7202	DATE 10/5/2010
TITLE Vice President	FAX 55-0656334	ADDRESS CHANGES TO BE NOTED ABOVE

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



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

HOSPITAL

*709053857 01 304-763-2888
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HOSPITAL


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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 PSH11057 ***** TOTAL:						\$139,500 per year

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE  TELEPHONE 865-985-7202 DATE 10/5/2010

TITLE Vice President FEIN 55-0656334 ADDRESS CHANGES TO BE NOTED ABOVE

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

**Appendix 2:
Purchasing Affidavit**

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: Kelly Medical Services Corp

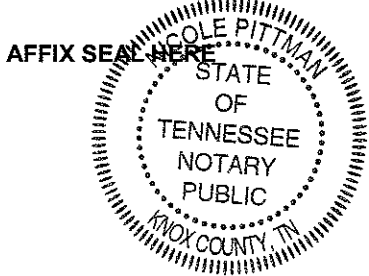
Authorized Signature: [Signature] Date: 10/5/2010

State of TN

County of Knox, to-wit:

Taken, subscribed, and sworn to before me this 5 day of Oct, 2010

My Commission expires 04/01, 2013



NOTARY PUBLIC [Signature]

**Appendix 3:
Vendor Preference Certificate**

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: Kelly Medical Services Corp Signed: [Signature]
Date: 10/5/2010 Title: Vice President

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