

ORIGINAL

Jackson & Coker 3000 Old Alabama Road Suite 119-608 Alpharetta, GA 30022

www.jacksoncoker.com phone 800.272.2707 fax 800.936.4562

August 31, 2011

State of West Virginia 2019 Washington Street East Charleston, WV 25305-0130

RE: BHS12045

Ms. Wagner

Thank you for this opportunity to provide Psychiatry coverage to the West Virginia Behavioral Health & Health Facilities. Jackson & Coker has a long history with the State of West Virginia in Psychiatry and Obstetrics & Gynecology services and look forward to continuing our working relationship. Please review the proposal and should you have any questions or want to schedule a phone interview, please feel free to call me at (800) 272-2707 x3066 or by email at vpichardo@jacksoncoker.com.

Sincerely,

Valerie Pichardo

Contract Administrator



Contractor personnel (service providers) are not employees of contractor. J&C, the Contractor, does not provide social security benefit, tax or worker's compensation withholdings for contractor personnel. Contractor personnel who furnish services under a non-personal services order shall not be considered providers of the Government for any purposes. Contractor's employment relationship and resulting obligations to its personnel shall be determined by applicable federal, state, and local laws and regulations (including, but not limited to, tax and labor laws and regulations) and compliance with such laws and regulations shall be the sole responsibility of the contractor.



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Past Performance with the State of West Virginia

Mildred Mitchell Bateman Hospital Psychiatry Services Contact Lois Viars, (304) 525-7801 x238, lois.a.viars@wv.gov

- ➤ Contract BHS90004DA, 8/6/09 8/4/10, Open ended Extended to 8/5/2011, Open ended
- ➤ Contract MMB1059A 1/22/10 1/22/12, Open ended

John Manchin, Sr. Health Care Psychiatry Services Bonnie Jones (304) 363-2500, bonnie.j.jones@wv.gov

➤ MHC10061 11/9/0 – 12/11/09 \$24,400

Welch Community Hospital OB/BYN Services Contact Hazel Adair (304) 436-8461, hazel.a.addar@wv.gov

- > Contract WEH50232, 06/07/05 06/06/06, \$286,000
- > Contract #: A050380, 03/09/05 03/15/05, \$10,000



Request for Quotation

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BHS12045

PAGE 1

ADDRESS CORRESPONDENCE TO ATTENTION OF:

ROBERTA WAGNER 304-558-0067

*A18141406 800-272-2707 JACKSON & COKER LOCUMTENENS LL 3000 OLD ALABAMA RD #119-608 ALPHARETTA GA 30023

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HEALTH AND HUMAN RESOURCES
VARIOUS LOCALES AS INDICATED
BY ORDER

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"Locum" Psychiatric Physician(s) Services

To provide an open end contract for "locum" psychiatric physician(s) services to comply with the staffing needs of the Bureau for Behavioral Health and Health Facilities, it's psychiatric facilities (William R. Sharpe, Jr Hospital and Mildred-Mitchell Bateman Hospital) and any other state facility that would require psychiatric services.

William R. Sharpe, Jr. Hospital is a 150 bed acute care state supported psychiatric hospital located at 936 Sharpe Hospital Road in Weston, West Virginia 26452.

Mildred-Mitchell Bateman Hospital is a 110 bed acute care state supported psychiatric hospital located at 1530 Norway Avenue, Huntington, West Virginia 25705.

The purpose of this request is to obtain multiple vendors to provide "locum tenens" psychiatric physician(s) licensed to practice in the State of West Virginia in an adult and young adult psychiatric hospital that also serves a forensic population.

This shall be a progressive award contract and the award will be made according to each vendor's bid response and lowest costs. Low bid will be designated as BHS12045A, next lowest bid will be designated as BHS12045B, and so on. If vendor "A" cannot provide services, agency will go to vendor "B", and so on

The vendor will observe the following holidays:

New Year's Day

Labor Day

Christmas Day

Memorial Day

Day before Thanksgiving

New Year's Eve

Independence Day

Thanksgiving Day

Mandatory Requirements:

Vendor must agree to monitor, assure and document the competence of the staff assigned to provide the aforementioned services to William R. Sharpe, Jr. Hospital, Mildred-Mitchell Bateman Hospital or any facility requesting these services and will provide documentation of such, when requested. The competency assessment must include age-specific and cultural competencies for services provided to patients.

Minimum Qualifications:

- a. Must have completed an accredited 3-year residency program in psychiatry or equivalent.
- b. Must have at least nine (9) months of psychiatric inpatient practice (can be during residency)
- c. Must be Board eligible / certified in psychiatry.
- d. Must have a current West Virginia Board of Medicine license.

"Locum" Psychiatric Physician(s) Services

e. Must have a current DEA certificate.

Essential Duties and Responsibilities:

- a. Will make daily rounds with the treatment team, do consultations, perform physical examinations as needed.
- b. Will perform and dictate initial psychiatric evaluations.
- c. Will refer patients to other disciplines if needed.
- d. Will write progress notes, medication review, mental status, AIMS, and any other reports as needed per Medical Staff rules.
- e. Will do psychiatric consultation when needed.
- f. Will read, review and dictate discharge summaries.
- g. Will testify in court and commitment hearings, when needed.
- h. Will meet with families and other interested members as well as answer telephone calls from family members and other people and agencies about patients.
- i. Will attend committee meetings, as required.
- j. Will be present in the hospital each business day minimum 8:00 am 4:00 pm (Monday thru Friday)

Hospital will:

- a. Provide vendor with specific positions for recruitment purposes.
- b. Provide an adequate orientation for each locum tenens.
- c. Provide work schedule for locum tenens.
- d. Provide vendor a written evaluation of locum tenens.
- e. Agree not to offer permanent employment to locum tenens provided by vendor until the completion of the current assignment and to pay a placement fee, to the vendor for hiring of any vendor's locum tenen referred or contracted to the hospital.

"Locum" Psychiatric Physician(s) Services

Special Terms and Conditions:

Insurance Requirements:

The vendor, as an independent contractor is solely liable for the acts and omissions of its locum tenens and agents.

The vendor shall maintain and furnish proof of coverage 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 locum tenens in the following amounts:

- 1. For bodily injury (including death) \$500,000.00 per person: minimum amount of \$1,000,000 per occurrence.
- 2. For property damage and professional liability: Minimum amount of \$1,000,000 per occurrence.

License Requirements:

The successful vendor must present evidence of certification or licensure with WV Workers Compensation and Unemployment Funds, a copy of its WV Business Certificate and any other license it may be required to hold by the nature of its operation. State of West Virginia, Department of Health & Human Resources, needs to be listed as the certificate holder.

NOTE: Any anticipated travel must be incorporated into the vendor's fee. No travel will be reimbursed by the State and is the sole responsibility of the vendor. All bids will be reviewed and the award will be based on bidders meeting mandatory specifications with the lowest responsible bid. Bidders must include the rate for the service listed within the RFQ.

Life of Contract:

Date of Coverage: upon award and continue for a period of one (1) year, with the option of two (2), one (1) year renewals. Actual start date for staff will be based on the credentialing process to be performed by the hospital(s).

Invoices and Payments

The vendor shall submit monthly invoices, in arrears, to the Accounts Payable office at each facility for all services provided pursuant to the terms of the contract. Each invoice will contain sufficient documentation to determine the actual hours worked and cost per project. The Hospital reserves the right to reject any or all invoices for which proper documentation has not been provided. Vendor will be notified within ten (10) working days of any invoice deficiencies.

State law forbids payment of invoices prior to receipt of services

ACORD, CERTIFIC	E	DATE (MWDD/YYYY) 6/23/2011					
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HOUSTON, TX 77024	E00E	INCUDEDO	INSURERS AFFORDING COVERAGE				
PH: 800-732-8619 FAX: 713-343	-5025		XINGTON INSURA		NAIC # 19437		
JACKSON HEALTHCARE, LLC		INSURER B:	AINOTON INCOTO	1102 001111 7011			
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SPECIAL PROVISIONS below OTHER	N/A	N/A	N/A		\$ N/A I/A		
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CERTIFICATE HOLDER		CANCELLATI	ION				
JACKSON HEALTHCARE, LLC 2655 NORTHWINDS PARKWAY, STE ALPHARETTA, GA 30009	SHOULD ANY OF DATE THEREOF, TO THE CERTIFIC OBLIGATION O	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR					
ALTHANETIA, OA 30000			AUTHORIZED REPRESENTATIVE				

THE PSYCHIATRISTS'S 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 The policy of insurance listed below has been issued to the named insured Jackson & Coker LocumTenens, LLC for the policy period indicated. Not withstanding any requirement, term or 3000 Old Alabama Road, Suite 119-608 condition of any contract or other document with respect to which this Alpharetta, GA 30022 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 4. CERTIFICATE NUMBER 2. COMPANY 3. POLICY NUMBER 600524 National Union Fire Insurance Company of Pittsburgh, PA GP - PSC04 - 000354406 5. POLICY PERIOD From: October 01, 2010 To: October 01, 2011 at 12:01 A.M. Standard Time at 12:01 A.M. Standard Time Retro Date (Group): Retro Date (N.I.): at 12:01 A.M. Standard Time at 12:01 A.M. Standard Time 7. COVERED SPECIALTY 6. TYPE OF INSURANCE Professional Liability 8. EFFECTIVE LIMITS OF LIABILITY COVERAGE STATE/RATING AREA OTHER STATES 最後期間中華的 and a started throughout the allege and Each Medical Incident/Each Policy Period 10/01/2010 \$1,000,000/\$3,000,000 MI Occurrence GA1 9. NAME AND ADDRESS OF CERTIFICATE HOLDER. Should the above described policy be canceled before the expiration date Jackson & Coker LocumTenens, LLC

3000 Old Alabama Road, Suite 119-608 Alpharetta, GA 30022

thereof, the company will endeavor to mail written notice to the certification 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

September 30, 2010

Date

President and CEO Professional Risk Management Services, Inc.

Market han

"Locum" Psychiatric Physician(s) Services

Cost Bid Sheet

			34					
Estimate Annual <u>Usage:</u>	d <u>Description</u>	<u>Unit Cost</u>	Total Cost					
	Psychiatric Physician Coverage & Rates:	e, Hourly Rate = \$ 180.00	\$374,440 All inclusive					
		(2080hrs. x	\$180.00 = \$374,440)					
365 days	Psychiatric Physician Coverage & Rates: (8 hrs x hourly rate)	Daily Rate: = \$180.00/h	r \$ <u>1,440.00</u> Per one 8 hour Day.					
520 hrs	Psychiatric Physician Coverage & Rates:	Overtime Rate = \$\frac{270.00}{} (520 \text{ hrs::x } \$270 \text{ Grand Total:}						
Perman	ent Placement Fee:	=	\$ <u>28,000</u> One time fee					
*Permar	nent Placement fee will not be used	l to determine the lowest re	sponsible bidder.					
	**Hourly wages are guaranteed minimum 40 hour work week, and includes all payroll taxes and worker's compensation insurance expenses.							
Jac h.se Company	Name							
71	Sarcy Warls							
Signature	Randy Weikle Vice President, Government Healthcare							
	8/31/11							

Date

RFQ No. BAS12045

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

WITNESS THE FOLLOWING SIGNATURE
Vendor's Name: Jackson & Coker Locum Tenens, LLC
Authorized Signature:
State of Georgia
County of Forsyth, to-wit:
Taken, subscribed, and sworn to before me this 31 day of August, 2011.
My Commission expires February 23, 2015.
AFFIX SEAL HERE NOTARY PUBLIC Control dente
ATTIN DEAL TIER OF ANY AND
2712

Rev. 09/08

State of West Virginia

VENDOR PREFERENCE CERTIFICATE

Certification and application* is hereby made for Preference in accordance with **West Virginia Code**, §5A-3-37. (Does not apply to construction contracts). **West Virginia Code**, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the **West Virginia Code**. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

30	1.	ing the date of this certification; or, Bidder is a partnership, association or corporation resid business continuously in West Virginia for four (4) yea ownership interest of Bidder is held by another individu maintained its headquarters or principal place of bus preceding the date of this certification; or, Bidder is a nonresident vendor which has an affiliate or	dent vendor and has maintained its headquarters or principal place of rs immediately preceding the date of this certification; or 80% of the ual, partnership, association or corporation resident vendor who has siness continuously in West Virginia for four (4) years immediately subsidiary which employs a minimum of one hundred state residents all place of business within West Virginia continuously for the four (4)
	2.		ference for the reason checked: the life of the contract, on average at least 75% of the employees Virginia who have resided in the state continuously for the two years
	3.	affiliate or subsidiary which maintains its headquarte minimum of one hundred state residents who certifies	n of one hundred state residents or is a nonresident vendor with an ers or principal place of business within West Virginia employing a s that, during the life of the contract, on average at least 75% of the oyees are residents of West Virginia who have resided in the state
	4 .	Application is made for 5% resident vendor prefe Bidder meets either the requirement of both subdivision	erence for the reason checked: ons (1) and (2) or subdivision (1) and (3) as stated above; or,
	5.	Bidder is an individual resident vendor who is a veteran	eference who is a veteran for the reason checked: of the United States armed forces, the reserves or the National Guard ne four years immediately preceding the date on which the bid is
	6.	Bidder is a resident vendor who is a veteran of the Ur purposes of producing or distributing the commodities continuously over the entire term of the project, on a	eference who is a veteran for the reason checked: nited States armed forces, the reserves or the National Guard, if, for or completing the project which is the subject of the vendor's bid and verage at least seventy-five percent of the vendor's employees are ate continuously for the two immediately preceding years.
	require agains	ements for such preference, the Secretary may order the	hat a Bidder receiving preference has failed to continue to meet the e Director of Purchasing to: (a) reject the bid; or (b) assess a penalty amount and that such penalty will be paid to the contracting agency ase order.
	authorized the req	rizes the Department of Revenue to disclose to the Director	by reasonably requested information to the Purchasing Division and or of Purchasing appropriate information verifying that Bidder has paid oes not contain the amounts of taxes paid nor any other information
	and ac	r penalty of law for false swearing (West Virginia Co ccurate in all respects; and that if a contract is iss ges during the term of the contract, Bidder will noti	ode, §61-5-3), Bidder hereby certifies that this certificate is true ued to Bidder and if anything contained within this certificate ify the Purchasing Division in writing immediately.
	Bidder		Signed: Farly New La
	Date:_	8/3:1/11 T	Title: Randy Welkle Vice President, Government Healthcare

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