

RESPONSE TO REQUEST
FOR QUOTATION FOR

RFQ # WEH12002

Welch Community Hospital

Welch, West Virginia

TEAMHealth®

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WV PURCHASING
DIVISION

September 1, 2011

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Proposal Terms

The information within this proposal has been exclusively prepared for Welch Community Hospital. Due to the confidential information contained herein, no portion of this proposal may be copied, distributed, or discussed with individuals who are not directly involved with the evaluation of this proposal without express written permission from TeamHealth.

This proposal is valid for 90 days from the date on the front cover. After 90 days, TeamHealth reserves the right to revise the information contained within this document.

The term "TeamHealth" includes TeamHealth, Inc., and all of its related entities, companies, affiliates, and subsidiaries. The term "TeamHealth physicians" includes physicians who independently contract with or who are employed by one of TeamHealth's affiliated entities. TeamHealth does not practice medicine in any way.

RESPONSE TO:
REQUEST FOR QUOTATION
STATE OF WEST VIRGINIA
DEPARTMENT OF HEALTH AND HUMAN RESOURCES
BUREAU FOR BEHAVIORAL HEALTH AND HEALTH FACILITIES
WELCH COMMUNITY HOSPITAL
RFQ#WEH12002

PURPOSE:

The Acquisition and Contract Administration Section of the Purchasing Division "State" for the Department of Health and Human Resources, Bureau for Behavioral Health Facilities, Welch Community Hospital, "Agency" is soliciting Quotations to certain health care provider services for Welch Community Hospital. WHEREAS, Welch Community Hospital is an acute care hospital operated by DHHR. Located in Welch, McDowell County, West Virginia, the hospital serves a designated medically under-served region of the State of West Virginia. DHHR has a statutory duty to operate Welch Community Hospital. In order to fulfill that duty, DHHR seeks a contractor to who will provide quality: (1) specialty services in the areas of surgery, anesthesia, radiology, pathology and geriatrics; (2) rural health clinic services in the areas of internal medicine, walk-in clinic, and pediatrics; and (3) emergency room services to Hospital's patients.

Project:

The mission or purpose of this project is to provide services in the area of emergency department care, surgery, anesthesia, radiology, pathology, geriatrics and the rural health care areas of internal medicine, walk-in clinic and pediatrics.

Location

Facility is located in McDowell County at Welch Community Hospital, 454 McDowell Street, Welch WV 24801

Background

The following numbers represent the typical utilization encountered by the outpatient service area of Welch Community Hospital for the 2010 fiscal year:

Volume of Patient Services:

9,490 Emergency Room Patients
1,093 Observation Visits
17,850 Clinic Patients
302 Surgeries
60 Deliveries
659,556 Laboratory Tests
13,428 Radiology
3,376 CAT Scans
1,177 Ultrasound
574 Mammography
20,591 Respiratory Tests
3,356 Electrocardiograms

Outpatient Services Provided Are:

Primary care and Family Practice in a Certified Rural Health Setting
Pediatric Clinic
Newborn Care
Internal Medicine
Surgery
Emergency Room Services
Radiology Services Including:

September 1, 2011

Roberta Wagner
State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street, East
Charleston, WV 25305-0130

Re: RFQ WEH12002

Dear Ms. Wagner:

This correspondence is to verify that I have received a Request for Quotation (RFQ) issued by the Department of Health and Human Resources for the provision of physician staffing and services for Welch Community Hospital. I have also received related addenda with vendor questions.

This letter is to further verify that the prices arrived at in formulating this proposal were computed independently, without consultation or communication, and were developed without collusion or agreement as to any matter relating to such prices with any other offer or competitor.

Kelly Medical Services Corporation wishes to also submit an affidavit that it has no outstanding debt with the State of West Virginia. The vendor wishes also to affirm that it is in compliance with all Bureau of Employment Programs regulations. Kelly Medical Services Corporation further declares that its billing practice is in accordance with all Medicare and Medicaid laws and regulations.

Kelly Medical Services Corporation agrees to all mandatory requirements of the RFQ whether stated or implied in this proposal.

This proposal meets or exceeds all mandatory specifications outlined in the RFQ.

Sincerely yours,



Thom Goltry
Senior Vice President
Kelly Medical Services Corporation

Diagnostic
CAT Scan
Ultrasound
Mammography
MRI
EKG, Cardiac Doppler Studies, Stress Testing and
Respiratory Therapy Services
Laboratory Services

ARTICLE I VENDOR RESPONSIBILITIES

- A. General Service Requirements: Vendor shall recruit, supervise supervise and compensate health care providers, pursuant to the terms of this contract, to meet the coverage and on-call needs of Welch Community Hospital for the services set forth more specifically below. It shall be the Vendor's continuous responsibility to monitor the service requirements and to adjust coverage accordingly. Vendor's medical staff must provide service to all patients who present themselves to all hospital departments or clinics regardless of their ability to pay for treatment and services. Vendor shall also require its physicians to actively participate in the Hospital's medical staff organizations. At all times, the duty to manage the hospital and its clinics and departments shall remain with the Hospital administrator and DHHR. References herein to Hospital decision-making shall refer only to Hospital Administrator, Bureau Commissioner and/or Secretary of DHHR.

Furthermore, the facility utilizes an electronic medical record (EMR) in all areas of patient care. The EMR is designed to provide a higher level of patient safety and is not designed to save providers time or effort. This system requires the VENDOR to utilize providers that can and are willing to type orders and use computer keyboards and mouse and other technology to input virtually all documentation into the EMR system. This must be done through keyboard typing and point and click mouse input. Oral dictation and/or hand-written notes of daily patient progress notes, clinic visits reports and routine patient encounters shall not be the normal method of documentation. It is expected that the VENDOR shall employ providers that are always capable, willing and prepared to function in this electronic, computerized environment.

Vendor shall require all physicians and staff to wear Welch Community Hospital Photo Identification (ID) Badge. The photo ID badges will be provided to each physician and staff member by the facility.

Kelly Medical Services Corporation understands the requirements listed above and agrees to continue to provide the same high-quality, hospital-based clinical outsourcing services that it has provided since 1990.

B: Specialty Services:

1. Surgery Clinic: The surgery Clinic physicians shall provide consultations, lab review, and surgery work-up and perform surgeries. Minimum daily staffing shall include at least one physician 8 hours per day, Monday through Friday. The daily hours of operation will be determined by the Hospital. One surgeon shall be on call: (1) 24 hours per day on Saturdays and Sundays and any official holiday, and (2) 16

hours on Monday through Friday, excluding the 8 hours of clinic operation. Hospital expects that surgeries will be routinely scheduled and performed in the morning (starting time to be established by Hospital) and clinic hours maintained in the afternoon. Vendor's surgeons shall not be scheduled for coverage in the Emergency Department without prior written permission from Hospital.

Agreed and reflected in our staffing information below.

- 2: Anesthesia Department: The Anesthesia Department shall be staffed with at least one full time Certified Registered Nurse Anesthetist (CRNA). Vendor shall provide coverage for daily elective surgeries and continuous on-call coverage. Anesthesia Department shall be trained in and provide epidural anesthesia for OB/GYN patients (and others). It is the HOSPITAL's expectation that epidurals will be provided anytime they are ordered by a physician. The anesthesia provider shall remain within the facility any time a patient is actively laboring; is being induced to labor; or has an epidural anesthetic being given. Vendor shall provide appropriate oversight for all CRNA services and quality assurance to perform reviews and risk management. VENDOR shall specifically set forth the hours to be worked by the physician performing this function and the reimbursement methodology and cost for these services. An anesthesiologist will be made available for reviews on risk management as requested by CRNS's surgical staff or administration.

Agreed and reflected in our staffing information below.

3. Radiology Department: The Radiology Department shall be staffed with a Radiologist who will be responsible for seven days per week coverage for performance of department supervisor, procedures and interpretations. Coverage shall consist of 8 hours per day coverage, Monday through Friday and weekend coverage of at least 2.5 hours per day each day. Radiologist shall be available to perform all routine x-ray, mammograms; CT scans and Ultrasound interpretations. Optional: the VENDOR may offer coverage plans to include the use of electronic reading and interpretations for weekend and off-business hour coverage. If the use of electronic coverage produces a cost savings to the HOSPITAL (when compared to on-site coverage) this should be delineated in the VENDOR's bid. The basis of the award will not include this option.

Agreed and reflected in our staffing information below.

4. Pathology Department: The Pathology Department shall be staffed with a pathologist responsible for: daily department duties of lab supervisor as defined by CLIA, gross and micro examination and description of submitted specimens. This pathologist must meet the experience, educational and training requirements under CLIA. All lab responsibilities required under CLIA shall be carried out by the pathologist. Preparation for all successful lab surveys (CLIA, OHFLAC, CAPS, etc.) shall be the responsibility of the Pathologist. Pathologist shall participate in all lab related committees, such as the Tissue Committee and others,

as identified. It is expected that the Pathologist shall be on site, in the facility and available to consult with the Physicians and staff 40 hours each week. The hours to be Determined by the facility.

Agreed and reflected in our staffing information below.

5. Geriatrics (Long Term Care): The physician providing services to residents in the Long-term Care Unit will be responsible for daily patient rounds as needed, monthly visits and annual physicals for established patients and performing physicals for new residents within 24 hours of admittance.

Agreed and reflected in our staffing information below.

C. Emergency Services:

1. Emergency Department: The Emergency Department shall be staffed and open 365 days per year, 24 hours per day, seven days per week. VENDOR shall not schedule Surgeons, Anesthesiologist, Pathologist, Radiologist, or Cardiologists who otherwise work at the hospital to work in the Emergency Department unless extenuating circumstances exist and it obtains prior approval from Hospital. VENDOR shall not schedule physicians to routinely work more than 12 consecutive hours in any single day. Should it be necessary to schedule physicians more than 12 hours per shift more than twice during any 14-day period, the VENDOR must notify HOSPITAL as soon as possible and preferably in advance. Scheduling of any shift(s) in excess of twelve hours should be approved by the HOSPITAL in advance except in emergency situations. The Emergency Department physicians shall be available to attend in-house emergencies until such times as the attending or on-call physician is available.

Agreed and reflected in our staffing information below.

2. Hospital Emergencies Outside of Emergency Department: VENDOR's emergency department physicians shall be available to attend in-house emergencies until such time as the attending or on-call physician is available.

Agreed.

D. Rural Health Services

1. Rural Health Clinic Act Qualification: For internal operating purposes, Hospital has a rural health clinic designated under the Rural Health Clinic Act. The designated rural health clinic consists of the clinic on-site at the Hospital and includes the Internal Medicine Clinic, the Walk-in Clinic and the Pediatric Clinic. VENDOR shall ensure that at least fifty percent (50%) of the weekly coverage of the rural health clinic is staffed with a mid-level practitioner in order that the Hospital's clinics may continue to meet the designation as rural health clinics. If the federal requirements for the maintenance of this designation change, VENDOR shall be required to change the mid-level staffing accordingly.

Agreed and is reflected in our staffing information below.

2. **Internal Medicine Clinic:** The Internal Medicine Clinic will be staffed and open Monday through Friday, 8 hours per day. The daily hours of operation will be determined by Hospital. Minimum daily staffing shall include at least one physician. At least one Internal Medicine physician must be available to the facility that has demonstrable expertise in cardiopulmonary diagnostic testing, EKG interpretation and Mechanical Ventilator management. On call coverage by a Physician is required for after hours on weekdays and weekends.

Agreed and reflected in our staffing information below.

3. **Walk-in Clinic:** The walk-in Clinic shall be staffed and open 365 days per year, 12 hours per day, 7 days per week. The daily hours of operation will be determined by the Hospital. The walk-in Clinic accepts patients without appointments. In order that the hospital may qualify under the Rural Health Clinic Act, VENDOR shall ensure that at least 50% of the weekly coverage of the Rural Health Clinics is staffed with a mid-level practitioner. Vendor shall not schedule Surgeons, Anesthesiologist, Pathologists, Radiologists or Cardiologists to work in the walk-in Clinic unless it obtains prior approval from Hospital.

Agreed and reflected in our staffing information below.

4. **Pediatric Clinic:** The Pediatric Clinic shall be open Monday through Saturday, 10 hours per day. The hours of operation will be determined by the Hospital. Pediatric health care providers shall be available for Emergency Room and in-Minimum daily staffing shall include at least one physician. In order that the hospital may qualify under the Rural Health Clinic Act, VENDOR will provide 50% mid-level coverage only if it is determined necessary.

Agreed and reflected in our staffing information below. We will provide 50% mid-level coverage only if it is determined to be necessary.

5. **Modified Hospitalist Program:** VENDOR shall provide one Internal Medicine Physician or other qualified physician with demonstrable Hospitalist program experience, to provide dedicated inpatient care and discharge planning to patients and residents of the hospital. Coverage at the onset of this program will be Monday through Friday at hours to be determined by the HOSPITAL which will equal 40 hours each week. The days and time coverage is provided my change at the HOSPITAL's discretion. to include weekend coverage at some future point in time, during this contract. This change in coverage days and times in not expected to adjust or extend the total number of physician hours provided under this contract. The physician functioning as the "Hospitalist" shall not hold clinic hours on the same day nor shall they work in the Emergency Room that same day. It is an expectation that patients referred to the hospital as inpatients by outside physicians shall be referred back to their referring doctor for follow up care following their admission and discharge to this facility. The Hospitalist is expected to maintain an ongoing dialogue with referring physicians within the community to discuss ongoing care and

condition of their patients on a regular (if not daily) basis and to seek additional referrals to the hospital. The HOSPITAL retains the right to modify or terminate this program at any time during the contract period. On call Coverage is required for after hours on weekdays and weekends. This may be provided by the same physician that is providing the Internal Medicine Clinic coverage.

Agreed and reflected in our staffing information below.

- E. Department Staffing: The vendor will include a detailed staffing plan for department and clinic coverage, including on-call coverage, for each department/clinic, combining any mandatory physician coverage with mid-level practitioners. Staffing recommendations are based upon a review of the service area and major medical needs, including the needs of medical staffing in specific medical specialties. The staffing plan must indicate the number of positions and level of health care physicians proposed to meet each department's/clinic/s service requirements.

Staffing Plan			
Service	# of FTEs	Provider Names	Description of service
Emergency Dept.	4.5 physicians	Sherwood Leo, M.D. (FT) Eugene Johnson, D.O. (FT) Piayon Kobbah, M.D. (FT) David Eells, M.D. (FT) TBA (FT) Rodney Cowans, M.D. (PT) Michael Kelly, M.D. (PRN)	Dept. coverage & supervision 24 hrs a day, 7 days a week, 365 days a year. Coverage will be provided in 12 hour shifts. Emergency Room physician will respond to all in-house emergencies.
Surgery	2.0 physicians	David Eells, M.D. (FT) Chandra Sharma, M.D. (FT)	Elections and emergency services in surgery. Consultations I/P & O/P care.
Anesthesia	2.5 CRNAs	Erica Damewood, CRNA (FT) Vinod Parmar, MD (PT) Nayan, Zinzuwadia, MD (PT)	Daily elective and emergency surgeries and consultations. CRNA and MD coverage with QA functions by CRNA/surgeons. Anesthesiologist available for QA when needed.
Radiology	2.0 physicians	David Burnette, M.D. (FT) Douglas Lemley, M.D. (PT)	Dept. coverage & supervision 7 days a week. Option to provide after hour and weekend Teleradiology coverage.
Pathology	1.0 physicians 1.1 technicians	Antonio DY, M.D. (FT) Valeria Wyco, Lab Tech (FT)) Donna Carrico, Lab Tech (PRN)	Dept. supervision and daily duties
Long-Term Care	.25 physicians	Chandra Sharma, M.D.	Daily on-call, monthly round and annual physicals
Internal Medicine Clinic	2.0 physicians	Jose Oyco, M.D. (FT) Cordell Honrado, M.D. (FT)	Monday - Friday operation of clinic, 8 hrs a day.
Hospitalist	2.0 physicians	Emily Ward, MD (FT) Abdul-Karim Elhabyan, M.D. (PRN) Milagros Vidot, M. D. (PRN) Recruiting for FT position	Consultations I/P & O/P care.
Walk-in Clinic	2.5 providers	Julieta Sison, P.A. (FT) Danny Cline, P.A. (FT)	Daily operation of clinic, 12 hours a day.

		Shirley Repass, FNP (PRN) Recruiting for PT position	
Pediatric Clinic	2.1 physicians	Anish Trehun, M.D. (FT) Petaiah Mohan, M.D. (FT) Ahmad Khiami, M.D. (PRN)	Mon - Sat operation of clinic, 10 hrs a day. ED and I/P consults, OB deliveries coverage & newborn care. No MLP coverage currently covered in the Pediatric Clinic. If physician hours change This will be readdressed.

- F. Performance Improvement: The successful vendor will develop a program with productivity measure and quality assurance indicators whereby DHHR can judge VENDOR's provision of medical services to the community. VENDOR's final program will be approved by DHHR. A draft plan that outlines the VENDOR's program should accompany the bid and must be provided upon request.

Kelly Medical Services Corporation presently works with administrative members at several levels to address quality assurance issues. Monthly meetings are held in compliance with our by-laws that deal with Medical Executive, Quality Assurance and Tissue Meetings. Credentialing is held on an "as needed" basis. Patient complaints are logged into our system, addressed with the provider, and the patients are then trended.

All transfers from Welch Community Hospital are reviewed for appropriate disposition. Utilization reviews are reported, trended and managed that deal with observation and regular admission criteria.

Kelly Medical has developed relationships with Marshall University, West Virginia School of Osteopathic Medicine and Mountain State University for rotations for students and residents in medicine as well as physician assistants and family nurse practitioners. Kelly Medical also cooperates with the local schools of nursing and LPNs to facilitate required on-the-job training.

- G. Tug River Clinic: Vendor must agree to work with the Tug River Clinic and DHHR toward developing a patient care arrangement for Tug River Clinic patients. Tug River Clinic is a local, federally funded health services clinic. VENDOR is not required by contract to provide referrals or visits to Tug River, but only to work in the spirit of cooperation with their agency.

Kelly Medical Services Corporation recognizes the importance of coordination of scarce health care resources provided by The Health Department, Tug River Clinic and Welch Community Hospital for the patients of McDowell, Wyoming, Mingo and adjacent counties. The patients of Tug River will be cared for either in consultation with or primarily by our

physicians and referred back to Tug River after their discharge from the hospital setting.

- H. On Call: The On Call physician will be available at all times while on call and capable of responding by telephone within Fifteen minutes and when necessary, in person within thirty Minutes, regardless of weather or other extraneous Circumstances.

Kelly Medical Services Corporation agrees to provide this Coverage in the times outlined.

- I. Clinic Operation: Except as otherwise specifically provided herein, the hospital clinics shall be closed on the following days:

Memorial Day	Thanksgiving Day
July 4 th	Friday Following Thanksgiving
Labor Day	Christmas Day
Veteran's Day	New Years Day

If any of these holidays do not fall on a day of normal operation for the clinic, the clinic's hours of operation will not be affected. The clinic may be closed on other dates (Christmas Eve, New Years Eve, etc.) by prior agreement between the HOSPITAL and the VENDOR. The vendor shall adjust their invoice for any additional days the clinics are closed to reflect the actual hours of coverage during that invoice period.

Agreed, Kelly Medical Services Corporation will provide coverage in the clinics and make adjustments as specified.

- J. Sick and Annual Leave: DHHR will not be responsible for VENDOR's health care physician's sick and annual leave. When the VENDOR's health care providers take sick, annual or other paid or unpaid leave, VENDOR shall be responsible for providing appropriate coverage for all departments and the Rural Health Care Clinic, On Call coverage and the Modified Hospitalist program.

Agreed, Kelly Medical Services Corporation will be responsible for providing appropriate coverage for all departments and clinics during physician's sick and annual leave.

- K. Scheduling: Each health care provider shall be assigned to his/her area or clinic without overlap of time or responsibilities. This includes on-call scheduling and daily inpatient rounds, except as otherwise noted. The VENDOR shall supply the Hospital with completed clinic, on call and Hospitalist schedules by the 15th of the prior month.

Yes, Kelly Medical Services Corporation will ensure that each health care provider shall be assigned to his/her department without overlap of time or responsibilities including on-call scheduling and daily inpatient rounds. Team

Health's Scheduling Department is available to assist the medical director in the scheduling of physicians and the filling of unexpected vacancies that may arise due to illness or emergencies. A Team Health administrative staff member will be on call to your hospital 24 hours a day, 7 days a week. Completed schedules will be received by the hospital by the 15th of the prior month.

- L. Practice Commitments: VENDOR will provide for the following community related, contractual practice commitments and health care services: Medical/psychiatric exams; jail exams; substance abuse exams; school physical; employee health; shelter care; Harper cases; and medical education. VENDOR and Hospital will develop a schedule of physician assignments in order to fulfill these commitments.

Agreed. Kelly Medical Services Corporation will provide the following community-related, contractual practice commitments and health care services: Medical/psychiatric exams; jail exams; substance abuse exams; school physicals; employee health; shelter care; Harper cases; and medical education.

- M. Medical Staff Participation: VENDOR's health care providers will actively participate in hospital leadership roles such as the medical directorship, peer review and community work. VENDOR's physicians will participate in the medical staff organizations as described in the hospital's Medical Staff By-Laws and as developed by DHHR. VENDOR's physicians will provide consultation as requested by the other members of the medical staff.

Agreed. Kelly Medical Services Corporation's health care providers will actively participate in hospital leadership roles such as the medical directorship, peer review and community work. The physicians we provide will participate in the medical staff organizations as described in the hospital's Medical Staff By-Laws and as developed by the Agency. Our providers will provide consultation as requested by the members of the medical staff. We currently have physicians serving in leadership roles and participating in meetings and will continue to do so.

- N. Professional Practice: At times VENDOR shall provide health care providers who are qualified, professional, competent and duly licensed. Physicians must have a current DEA number. VENDOR shall provide Medicare numbers, Medicaid numbers, UPIN numbers, and any and all licenses normally required by VENDOR, its agents and employees. Physicians must apply and receive must participate in regular medical staff activities and responsibilities including teaching. Physicians and other health care providers must complete medical records in a timely manner in compliance with regulations as established by third party reimbursement organizations and the hospital's Medical Staff By-Laws. VENDOR is responsible for notifying Hospital of any physician or other health care provider whose credentials at any time are not in compliance with this section. VENDOR must provide Hospital with a current list of all health care providers and the services they are providing as well as timely

notice to Hospital of any change in physicians or other health care providers. The Hospital reserves the right to approve or reject, at any time, any health care provider proposed by VENDOR.

Agreed.

Physician Recruitment and Retention

TeamHealth's Provider Recruitment Department has developed the following resources to ensure we can deliver on our staffing promises to our hospital clients.

- A proprietary physician database appended monthly by the American Medical Association
- Ability to query millions of physician candidates to identify ties to a particular state for immediate targeting
- Approximately 100 regionally deployed recruiters with extensive experience
- An internal call center that continually sources physician candidates for the recruiting team
- A large investment in marketing activities, including extensive print and online ads, direct mail and email campaigns, and attendance at more than 50 medical conferences annually
- Use of social media tools for recruitment purposes, including Facebook, Twitter, LinkedIn, and YouTube
- Our online emergency physician recruiting microsite located at www.MYEMCAREER.com

These recruitment resources enable us to recruit physicians who are passionate about delivering exceptional patient care. Our many physician support programs, delineated below, have contributed to our high physician satisfaction scores and resulted in our ability to retain talented physicians and ensure stability for your hospital.

Physician Practice Support and Education Augment Skills

TeamHealth provides many administrative services to support emergency physician practices, including recruiting, scheduling, coordination of credentials, professional liability coverage, managed care contracting, billing and collections, and free CME offerings. We strive to create a positive practice

environment for physicians by providing them with attractive benefits and resources, including:

- Geographic and practice model opportunities
- A physician wellness program that offers litigation stress support
- Paid “A+”-rated professional liability insurance with tail coverage
- A cutting-edge risk management program that has proven to reduce our physicians’ claims significantly below the industry average
- Opportunities to network and share best practices with hundreds of physician colleagues
- Flexible schedules to optimize the balance between career and personal life
- Professional development opportunities and career paths for individuals seeking advancement

TeamHealth Institute Provides CME Opportunities

Your emergency physician team will belong to the TeamHealth Institute, which provides affiliated members with educational opportunities that can reduce risk and enhance patient safety. The Institute develops, monitors, and sponsors various forms of CME that provide Accreditation Council for Continuing Medical Education Category I credit. The TeamHealth Institute annually provides nearly 128,000 CME credits at no cost to our physicians. The Accreditation Council estimates the cost of one CME credit to be about \$45.00. Based on the per credit cost, TeamHealth-affiliated physicians receive a benefit valued at approximately \$5.8 million annually at no cost to them.

As a result of our recruitment and retention capabilities, your hospital will be able to decrease its dependency on *locum tenens* physicians and will realize the benefits of having a core group of emergency physicians who are dedicated to your hospital and the community.

Physician Scheduling

Team Health’s Scheduling Department is available to assist the medical director in the scheduling of physicians and the filling of unexpected vacancies that may arise due to illness or emergencies. A Team Health administrative staff member will be on call to your hospital 24 hours a day, 7 days a week.

Credentialing Expertise

To save your staff time and money, our staff completes a background check, including verification of all licenses, state and federal drug permits, certifications and reference checks on all candidates. All qualified candidates have a personal interview with the Team Health physician recruitment specialist and the medical director.

To integrate our credentialing coordination program with your credentialing process, we are prepared to provide completed applications and current documentation on all contracted physicians working at your facility.

Kelly Medical Services Corporation

Kelly Medical Services Corporation, headquartered in Daniels, West Virginia, would be responsible for providing management and support services in the areas of Emergency Department care, surgery, anesthesia, radiology, pathology, geriatrics and the rural health care areas of internal medicine, walk-in clinic and pediatrics to Welch Community Hospital. Kelly Medical Services Corporation is affiliated with 77 health care professionals and 10 administrative and billing personnel. The group will be supported by the Team Health affiliate 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 Welch Community Hospital with the same high-quality services that the residents of McDowell County have enjoyed for 17 years. We look forward to a future of maintaining our excellent relationship with hospital administration and medical staff members.

Team Health History and Overview

No other group has more experience than TeamHealth. TeamHealth was founded by emergency physicians in 1979 and has continued to provide high-quality management, staffing, and support services to our client hospitals throughout our 32 years of delivering clinical outsourcing services. Under the leadership of Executive Chairman Lynn Massingale, M.D., FACEP, we partner with several of the top clinical groups in the country to provide high-quality services on a regional level.

Today, TeamHealth's more than 6,600 affiliated healthcare professionals provide emergency medicine, hospital medicine, anesthesiology, urgent care, and pediatric staffing and management services to approximately 600 civilian and military hospitals, clinics, and physician groups in 45 states. Our commitment to service excellence has propelled us to become one of the nation's largest and most reputable clinical staffing and management services organizations, and we enjoy a 97% client retention rate.

TeamHealth has earned a stellar reputation within the emergency medicine arena through our involvement with other quality healthcare organizations such as The Studer Group, The Advisory Board, the American College of Emergency Physicians (ACEP), the Emergency Medicine Residents Association, the Society for Academic Emergency Medicine, the Emergency Department Practice Management Association, the Emergency Nurse's Association, Press Ganey, Gallup, and numerous others.

With our support, our clients have achieved a number of awards and recognition from a variety of organizations, such as Consumer Reports, National Research Corporation Consumer Choice Award, National Quality Foundation Healthcare Award, Thomson Reuters Top 100 Hospitals designation, The Studer Group's Firestarter of the Month, J.D. Power Award, and the coveted Malcolm Baldrige quality award.

Team Health Philosophy

Team Health'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

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

- O. Accreditation and Licensure: VENDOR and its health care providers will assist the hospital in its efforts to obtain and maintain all proper licenses, certification and accreditation by the Joint Commission on Accreditation of Health Care Organizations (JCAHO) and the Health Care Financing Authority/Office of Health Facilities Licensure and Certification (HCFA/OHFLAC). VENDOR will have available upon request a model of health care provider protocols that assures compliance with standards by JCAHO and HCFA/OHFLAC.

Team Health and our affiliated physicians maintain a thorough and current knowledge of all Joint Commission on Accreditation of Healthcare Organizations (JCAHO) standards and guidelines related to emergency medicine and actively participate in all inspections/surveys or regulatory matters.

To help Welch Community Hospital in these efforts, our Emergency Department Management Team is available to conduct an on-site mock survey before the actual JCAHO survey. In addition, we can provide a *JCAHO Survey Preparation Guide for Emergency Services* that assists your staff with the preparation process. Team Health's Performance Improvement Consultant Group can provide phone consultation assistance regarding specific questions or regulatory interpretations.

- P. Patient Referrals: In order to assure continuation of this Hospital's ability to provide sub-specialty services, VENDOR's health care providers will, when medically and legally appropriate, refer patients to other physicians practicing at Welch Community Hospital. VENDOR's health care providers will make every effort to make appropriate referrals of patients for in-patient care at the hospital. VENDOR will assure its health care providers do not violate Section 1877 of the Social Security Act and any accompanying current and future regulations to Section 1877 of this Act (more commonly known as the "Stark Law"). VENDOR agrees to indemnify and hold harmless State and DHHR for its health care provider's violations of the Stark Law(s).

Providers affiliated with Kelly Medical Services Corporation at Welch Community Hospital will, when medically and legally appropriate, refer patients to other physicians practicing at Welch Community Hospital and make every effort to make appropriate referrals of patients for in-patient care at Welch Community Hospital. We will comply with the Stark Law and agree to indemnify and hold harmless State and Agency for its health care provider's violation of the Stark Law(s).

- Q. Medical Records: VENDOR agrees to abide by Federal, State, DHHR and Hospital laws and guidelines for records privacy, retention and security. VENDOR will maintain records for a period of five (5) years from date of service and make those records available, upon written request, to the Secretary of the United State

Department of Health and Human Services or the Comptroller General of the United States, their agents or assigns. VENDOR must maintain, and agrees to make available upon request, its policy with step-by-step guidelines for assuring appropriate management of medical records in compliance with all Federal, State, DHHR and Hospital mandates, including but not limited to Medicare and Medicaid guidelines.

Kelly Medical Services Corporation agrees to abide by all Federal, State, Agency and hospital laws and guidelines regarding medical records.

- R. Patient Grievances: VENDOR must maintain, and agree to provide a policy with step-by-step description of handling patient complaints regarding services provided by and conduct of its health care providers. A copy should accompany the bid and must be provided upon request.

Kelly Medical Services Corporation maintains a policy to handle patient and medical staff complaints regarding services provided by and conduct of its health care providers. This is available upon request.

- S. Anti-dumping Legislation: VENDOR's health care physicians/health care providers must comply with anti-dumping laws involving the proper receipt, discharge and transfer of patients. VENDOR's health care providers shall be trained on the necessary receipt, discharge and discharge information to be completed and maintained. This training will be provided annually by the VENDOR to his health care providers and documentation of such will be provided to the HOSPITAL.

Agreed. Providers affiliated with Kelly Medical Services Corporation will comply with anti-dumping laws involving proper receipt, discharge and transfer of patients. We will ensure training of our affiliated providers on the necessary receipt, discharge and discharge information to be completed and maintained.

- T. Non-competition clause: An underlying DHHR objective in providing quality health care services is to promote the ability of patients to develop on-going, long term relationships with their health care provider; any contract between VENDOR and its health care providers shall not include a non-competition clause enforceable against the health care provider. This provision is adopted to ensure that a health care provider is not forced to leave his/her patients should they decide to leave the VENDOR's employ or because VENDOR's contract with the State and DHHR is terminated or not renewed.

We agree that no provider will be prohibited from working at Welch Community Hospital if our contract is not renewed.

- U. Suspension or Termination of Health Care Provider: VENDOR's health care providers' participation may be suspended or terminate by DHHR for any of the following reasons: (1) suspension or revocation of the license authorizing the provision of services; (2) a conviction of a criminal charge;

(3) a failure to obtain and maintain active privileges at the hospital; or (4) suspension or revocation of the health care provider's DEA number and/or DEA privileges; or (5) as otherwise provided for herein below.

1. DHHR shall report in writing to VENDOR situations and actions involving VENDOR's health care providers which DHHR regards as evidencing substandard care or poor business practice(s) which are otherwise not in the best interest of patients or DHHR. This report shall contain DHHR's recommendations and/or opinions regarding appropriate VENDOR action. DHHR may also recommend the suspension or termination of a health care provider from participation under the contract although final determination shall remain with VENDOR. If VENDOR and DHHR cannot reach a mutually agreeable decision with respect to action to be taken against the health care provider, DHHR may elect to utilize the termination provisions contained herein.
2. Notwithstanding the foregoing, DHHR may immediately suspend a health care provider's privileges when, in DHHR's opinion, there is a clear endangerment of employee or patient health, welfare or safety. Such suspension shall continue until VENDOR's recommendations are made to DHHR. If DHHR does not agree with the recommendations and actions taken by VENDOR, DHHR may elect to utilize the termination provisions contained herein.
3. DHHR may report in writing to VENDOR services provide which, in DHHR's opinion, is inappropriate or excessive. VENDOR may, with fifteen (15) days from the date of such notification implement appropriate methods and measure to address the issues. DHHR shall also recommend the suspension or termination of a health care provider who DHHR believes is engaging in inappropriate or excessive utilization of services or resources, from participation under any contract although the final determination of suspension or termination shall rest with VENDOR. Should VENDOR elect not to act on DHHR's recommendations or opinions or take action inconsistent with DHHR's recommendations with fifteen (15) days, DHHR may elect to utilize the termination provisions contained herein.

Kelly Medical Services Corporation agrees to comply with the policies above regarding all parts of U: Suspension or termination of health care provider.

ARTICLE II. SPECIAL TERMS AND CONDITIONS

- A. Bid and Performance Bonds: Not Applicable
- B. Insurance Requirements:
VENDOR, as an independent contractor, shall be solely liable for the acts and omissions of its employees and agents. 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 VENDOR, its agents and employees in the following amounts:
 1. For bodily injury (including death): Minimum of \$1,000,000 per occurrence.
 2. For property damage: Minimum of \$1,000,000 (one million dollars) per occurrence.

3. Professional liability: Minimum of \$1,000,000 (one million dollars) per occurrence.

Please see the proof of insurance in the appendices.

- C. License Requirements:
VENDOR at all times shall provide health care providers who are qualified, professional, competent, duly licensed, and physicians must have a current DEA number. VENDOR'S physicians are required to have and maintain a valid and current CPR/first Aid card. VENDOR shall provide Medicare numbers, Medicaid numbers, UPIN numbers, and any and all licenses required by VENDOR, its agents and employees.

Kelly Medical Services agrees to the license requirements.

- D. Continuity of Services:
This contract is intended to provide continuity of physician services and the management thereof on a continuous basis. In the event of termination of the contract by 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 DHHR can provide an alternative vendor.

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

ARTICLE III. GENERAL TERMS AND CONDITIONS

- A. Conflict of Interest:
VENDOR affirms that it, its officers or members or employees presently have no interest and shall not acquire any interest, direct or indirect which would conflict or compromise in any manner or degree with the performance of its services hereunder. VENDOR shall periodically inquire of its officers, members and employees concerning such interests. Any such interests discovered shall be promptly presented in detail to DHHR.

Kelly Medical Services Corporation affirms that it, its officers or members or employees presently have no interest and shall not acquire any interest, direct or indirect, that would conflict or compromise in any manner or degree with the performance of its services hereunder. We also agree that in the performance of the contract, to periodically inquire of our officers, members and employees concerning such interests. Any such interest discovered shall be promptly presented in detail to the Agency.

- B. Prohibition Against Gratuities:
VENDOR warrants that it has not employed any company or person other than a bona fide employee working solely for VENDOR or a company regularly employed as its marketing agent to solicit or secure the contract and that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon the contract.

For breach or violation of this warranty, the State shall have the right to annual any subsequent contract without liability at its discretion, and/or to pursue any other remedies available under this contract or by law.

Kelly Medical Services Corporation has not employed any company or person other than a bona fide employee working solely for the vendor or a company regularly employed as its marketing agent to solicit or secure the contract nor have we paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award of the contract.

C. Certifications Related to Lobbying:

VENDOR certifies that no federal appropriated funds have been paid or will be paid, by or on behalf of the company or an employee thereof, to any person for purposes of influencing or attempting to influence an officer or employee of any federal entity, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, VENDOR shall complete and submit a disclosure form to report the lobbying.

VENDOR agrees that this language of certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this contract was made and entered into.

Kelly Medical Services Corporation certifies that no federal appropriated funds have been paid or will be paid, by or on behalf of the company or an employee thereof, to any person for purposes of influencing or attempting to influence an officer or employee of any federal entity, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan, or cooperative agreement.

Kelly Medical Service Corporation agrees that this language of certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

- D. Vendor Relationship to State and DHHR:
The relationship of VENDOR to the State will be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by the parties to this contract. As an independent contractor, VENDOR is solely liable for the acts and omissions of its employees and agents.

VENDOR shall be responsible for selecting, supervising and compensating any and all individuals employed pursuant to the terms of this contract. Neither the VENDOR nor any employees or contractors of VENDOR shall be deemed to be employees of the State for any purposes whatsoever.

VENDOR shall be exclusively responsible for payment of his/her employees and agents of all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension or other deferred compensation plans, including but not limited to Workers' Compensation and Social Security obligations, and licensing fees, etc. and the filing of all necessary documents, forms and returns pertinent to all of the foregoing.

VENDOR shall not bring any type of legal action and shall hold harmless and provide the State and DHHR with a defense against any and all claims for which the State is held responsible, including but not limited to the foregoing payments, withholdings, contributions, taxes, social security taxes and employer income tax returns.

VENDOR shall not assign convey, transfer or delegate any of its responsibilities and obligations under any subsequent contract to any person, corporation, partnership, association or entity without expressed written consent of DHHR.

Kelly Medical Services Corporation agrees to the relationship with the State and Agency as stated above.

- E. Indemnification:
VENDOR agrees to indemnify, defend and hold harmless the State and DHHR, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person or firm performing or supplying services, materials or supplies in connection with the performance of the contract; (2) Any claims or losses resulting to any person or entity injured or damaged by VENDOR< its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use or disposition of any data used under the contract in a manner not authorized by the contract, or Federal or State statutes or regulations; (3) Any failure of VENDOR, its officers, employees or subcontractors to observe State and

Federal laws, including but not limited to labor and wage laws; and (4) Any claims or losses to any person or firm injured or damaged by the erroneous or negligent acts, including without limitation, disregard of federal or State Medicaid and Medicare statutes or regulations of VENDOR, its officers, employees, or subcontractors in the performance of the services required under this contract.

Kelly Medical Services agrees to the indemnification clause stated above.

F. Contract Provisions:

A purchase order will be executed between the DHHR and VENDOR. The order of precedence is the contract, specifications, terms and conditions, bid requirements, any addenda, and the vendor's bid.

Kelly Medical Services Corporation agrees to the above contract provisions.

G. Governing Law:

This contract shall be governed by the laws of the State of West Virginia. VENDOR further agrees to comply with the Civil Rights Act of 1964 and all other applicable Federal, State and Local Government rules, regulations and policies.

Kelly Medical Services Corporation agrees to comply with the laws of the State of West Virginia, the Civil Rights Act of 1964 and all other applicable Federal, State and Local Government rules, regulations and policies.

H. Compliance with Laws and Regulations:

In addition to the requirements found in Article 1-C. above, VENDOR shall procure all necessary permits and licenses to comply with all applicable laws, Federal, State or Municipal Laws, regulations, policies and ordinances. VENDOR must furnish certification of authority to do business in the State of West Virginia as a condition of a contract award.

West Virginia Code 21A-2-6 (18) prohibits the State or DHHR from contracting with any vendor not in compliance with Bureau of Employment Program regulations.

VENDOR shall pay any applicable sales, use, or personal property taxes arising out of the contract, the transaction, or the equipment, or services delivered pursuant hereto shall be done by VENDOR. It is clearly understood that the State of West Virginia is exempt from any taxes regarding performance of the scope of work of the resulting contract.

VENDOR shall procure all necessary permits and licenses and abide by all applicable laws, regulations, rules, policies and ordinances relating to licensure and regulation of physicians, other health care providers and hospitals. All standards of medical practice and professional duties of VENDOR and its employees shall be determined in accordance with the hospital's Medical Staff By-laws.

VENDOR shall agree to provide an annual attestation that it bills in accordance with Medicare and Medicaid laws. VENDOR shall produce a copy of its corporate compliance program relating thereto.

Kelly Medical Services Corporation agrees to comply with the aforementioned laws.

I. Subcontracts/Joint Ventures:

VENDOR is solely responsible for all work performed under the contract and shall assume prime contractor responsibility for all services offered and products to be delivered. The State and DHHR will consider VENDOR to be the sole point of contact with regard to all contractual matters. VENDOR may, with the prior written consent of the State and DHHR, enter into written subcontracts for performance of work. However, VENDOR shall remain responsible for payment of its employees or subcontractors.

Kelly Medical Services Corporation agrees to be solely responsible for all work performed under the contract and shall assume prime contractor responsibility for all services offered and products to be delivered. We understand that the State and Agency will consider the vendor to be the sole point of contact with regard to all contractual matters. We also understand that with the prior written consent of the State and Agency, we may enter into written subcontracts for performance of work, and we would remain responsible for payment of its employees or subcontractors.

J. General.

1. VENDOR's health care providers shall agree to accept all patients regardless of their ability to pay and to bill indigent patients in accordance with the hospital's Patient Account Management Policy 3501. Should any changes occur to this policy during the life of the contract and any subsequent renewals, VENDOR shall agree to abide by the changes.

Kelly Medical Services Corporation agrees.

2. The costs provided by VENDOR represent costs associated with physician compensation, malpractice insurance, billing costs and administrative costs to manage the contract. The costs quoted by VENDOR will not be subject to any increase and will be firm for each year of the contract, should it be renewed for the two subsequent years. VENDOR shall keep its revenue and costs financial records and supporting documentation segregated from those of other clients and from any other DHHR contract.

Kelly Medical Services Corporation agrees.

K. General Monthly Reimbursement for Rural Health Clinic Visits.

1. Hospital will bill all payers including Medicare/Medicaid, Part A&B services for rural health clinic claims. Hospital

will bill rural health clinic patients for amounts due by the patient for co-payments and/or deductibles.

Kelly Medical Services Corporation agrees.

L. VENDOR Cost Reimbursement.

1. VENDOR will complete one (1) full month of service before invoicing DHHR.
2. DHHR may audit VENDOR to determine its actual costs.
3. Each quarter (three months), VENDOR shall submit a cost reconciliation statement with comments/ justifications for reconciliation changes.
4. If an audit or cost reconciliation reveals VENDOR's actual physician costs are less than those it submitted in the contract, VENDOR will be notified in writing. DHHR will arrange to meet with VENDOR to discuss the findings. Upon conclusive, mutually agreed upon evidence that costs are understated, VENDOR shall reimburse overpayments, in full, to DHHR. DHHR shall withhold the amount of reimbursement from the invoice to be paid in the month immediately following the month in which an overpayment is discovered. If the overpayment is discovered after the term of the contract is completed, the reimbursement shall be paid in the form of a check.
5. If audit or cost reconciliation reveals that VENDOR has received an amount in excess of the agreed upon total compensation, through monthly collections for services provided within the facility, through Rural Health Clinic Visit billing, and through the monthly state payment to provide physician coverage, this amount shall be reimbursed in full to DHHR.
6. If, in any month, VENDOR fails to provide DHHR with the services and coverage required, VENDOR shall reduce the monthly billing appropriately. If VENDOR fails to reduce any monthly billing for services and coverage it failed to provide, VENDOR shall agree to pay DHHR, an amount equal to three (3) times the amount of the overcharge. DHHR shall notify VENDOR of its failure to provide services and coverage, reduce its invoice appropriately and provide VENDOR with an opportunity to contest the overcharge determination. At all times, the burden remains with VENDOR to maintain objective documentation to prove it provided all services it is required to provide under the contract and for all services for which it billed DHHR.
7. VENDOR's contract shall not include expenses unrelated to the cost of providing the services set forth herein. Examples include, but are not limited to, penalties, donations, contributions, and income tax expenses.

Kelly Medical Services Corporation agrees with all parts of L. Vendor Cost Reimbursement.

M. Invoices and Progress Payments:

1. VENDOR must submit invoices, in arrears, to DHHR at the address on the face of the purchase order labeled "Invoice

To" pursuant to the terms of the contract. The invoices must be in a form approved by the Department and shall enclose a monthly activity log. VENDOR will be responsible for payment of all subcontracts, staff, and any other support staff contracted to provide services. State law forbids payment of invoices prior to receipt of services. The Department reserves the right to reject any or all invoices for which proper documentation has not been provided. VENDOR will be notified of deficiencies with fifteen (15) days of receipt of the invoice.

2. VENDOR will invoice monthly and will provide detailed documentation supporting the invoiced amount. This documentation will include, by department/clinic, each health care provider's signed time record which shall indicate actual work time and on-call hours and a detailed account of actual costs incurred by VENDOR with an accounts receivable aging summary included. VENDOR's health care providers shall maintain accurate time records in addition to using the hospital's time clock to record time-in and time-out of the hospital. VENDOR's invoice shall also document any service or partial service that was not provided pursuant to the terms of the contract and VENDOR shall reduce the invoice appropriately. If there is service or partial service which VENDOR did not provide, the invoice must contain a detailed explanation of the reason such service was not provided.
3. VENDOR shall submit invoices, in arrears, by the 15th of each month, to DHHR at the address on the face of the purchase order labeled "Invoice To" pursuant to the terms of the contract.
4. DHHR and VENDOR shall determine the format of the invoice form. DHHR reserves the right to modify the invoice format at any time if additional information is required.

Kelly Medical Services Corporation agrees will all parts of

M. Invoices and Progress Payments

N. Liquidated Damages:

When VENDOR fails to provide services set forth in the contract, VENDOR agrees that liquidate damages shall be imposed. The amount of the liquidated damages imposed on VENDOR shall be no greater than the value of the service VENDOR failed to provide as set forth in the VENDOR's contract pricing.

Kelly Medical Services Corporation agrees to the stipulations regarding liquidated damages.

O. Record Retention (Access & Confidentiality):

VENDOR shall comply with all applicable federal and State of West Virginia laws, rules, regulations and requirements governing the maintenance of documentation to verify any cost of services or commodities rendered by VENDOR. VENDOR shall maintain such records a minimum of five (5) years from the end of the contact period and make available all records to DHHR personnel at VENDOR's location during normal business hours upon

written request by DHHR with ten (10) days after receipt of the request.

VENDOR, its employees and agents shall have access to private and confidential data maintained by Hospital to the extent required for VENDOR to carry out the duties and responsibilities defined in the contract. VENDOR shall indemnify and hold harmless the State and DHHR against any and all claims, brought by any party, attributed to actions of breach of confidentiality by VENDOR, subcontractors, or individuals permitted access by VENDOR, including legal fees and disbursement paid of incurred to enforce the provisions of the contract. VENDOR shall accept responsibility for providing adequate supervision and training to its agents and employees to ensure that confidentiality is maintained. No private or confidential data, maintained or used during the course of the contract period shall be disseminated except as authorized by statute either during the contract period or thereafter.

Kelly Medical Services Corporation agrees to comply with the terms regarding the accessibility and confidentiality of record retention.

P. News Release:

News releases or other publicity pertaining the services to be provided under this contract shall not be made without prior approval by DHHR.

Kelly Medical Services Corporation will request the Agency's approval for any news releases or publicity pertaining to the services provided under this RFP.

Q. Contract Monitoring, Accounting and Auditing:

1. Vendor shall maintain accounting records and supporting documentation relating to the performance of the services to be provided under this contract (see Section S, above). These accounting records shall be maintained in accordance with generally accepted accounting principles. Authorized representative or agents of the State and DHHR shall have access to the accounting records and documentation, of VENDOR and any subcontractor, upon reasonable notice and at reasonable times during the performance and/or retention period of the contract for purpose of review, analysis, inspection and audit. DHHR and other State and/or federal agencies and their authorized representatives or agents shall have access to all accounting and financial records of any individual, partnership, firm or corporation insofar as they relate to transactions connected with this contract.
2. VENDOR shall provide the State or Agent or authorized governmental official with full access to records regarding performance related to the contract for the purpose of monitoring, review and testing of VENDOR's operations relating to performance with the time frame set forth above. For each day VENDOR refuses DHHR access to its records or copies of any specific record, DHHR will impose a \$2.50 per day fine.
3. VENDOR shall maintain books, records, documents and other evidence pertaining to the administrative costs and expenses

of the contract to the extent and in such detail as shall properly reflect all revenues and cost of whatever nature for which reimbursement is claimed under the provisions of the contract. VENDOR shall agree that authorized federal, State and DHHR representatives shall have access to and the right to examine the items listed above during the contract period and during the five year post-contract period or until final resolution of all pending audit questions and litigation. During the contract period, access to these items will be provided to DHHR at all reasonable times. During the five-year post-contract period, delivery of and access to the listed items will be at no cost to the State or DHHR.

4. DHHR may, at its option, conduct audits of VENDOR's operations as they pertain to the provision of services and billings and reimbursements pursuant to the contracted services. DHHR agrees to provide no less than thirty (30) days advance written notice to VENDOR of any audit to be performed.
5. If VENDOR carries out any of the duties of this contract through a subcontract with a value of cost of \$10,000 or more over a 12-month period, the subcontract shall contain a clause to the effect that until the expiration of five years after the furnishing of services pursuant to the subcontract, the subcontractee shall make available, upon request of the State, DHHR or Secretary of the United States Department of Health and Human Services, or any of their duly authorized representatives, the subcontract, and any and all of its books, documents, and records that are necessary to certify the nature and extent of such costs.

Kelly Medical Services Corporation agrees to all parts of Q contract monitoring, accounting and auditing terms.

R. Debarment and Suspension:

Vendor certifies that no entity, agency, subcontractor or person associated with the VENDOR is currently debarred or suspended by any state or the Federal government

Kelly Medical Services Corporation understands and agrees with the policy regarding debarment and suspension.

S. Health Insurance Portability and Accountability Act (HIPAA) of 1996

The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's website: (<http://www.state.wv.us/admin/purchase/vrc/wvBaaAgApproved20100802.pdf>) is hereby made part of this agreement. All future updates to the BAA will be considered part of this agreement.

Kelly Medical Services Corporation agrees to the Business Associate Addendum.

Appendix 1:
RFQ Acknowledgement



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
WEH12002

PAGE
1

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

HEALTH AND HUMAN RESOURCES
 WELCH COMMUNITY HOSPITAL

 454 MCDOWELL STREET
 WELCH, WV
 24801 304-436-8710

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
07/27/2011				

BID OPENING DATE: 09/01/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
001	1	YR		948-74		
<p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE DEPARTMENT OF HEALTH AND HUMAN RESOURCES, BUREAU FOR BEHAVIORIAL HEALTH FACILITIES, WELCH COMMUNITY HOSPITAL, IS SOLICITING BIDS TO PROVIDE CERTAIN HEALTH CARE PROVIDER SERVICES PER THE ATTACHED SPECIFICATIONS.</p> <p>TECHNICAL QUESTIONS MUST BE SUBMITTED IN WRITING TO SHELLY MURRAY IN THE WEST VIRGINIA PURCHASING DIVISION VIA MAIL AT THE ADDRESS SHOWN AT THE TOP OF THIS RFQ, VIA FAX AT 304-558-4115, OR VIA E-MAIL AT SHELLY.L.MURRAY@WV.GOV. DEADLINE FOR ALL TECHNICAL QUESTIONS IS 08/16/2011 AT THE CLOSE OF BUSINESS. ALL TECHNICAL QUESTIONS RECEIVED, IF ANY, WILL BE ADDRESSED BY ADDENDUM AFTER THE DEADLINE.</p> <p>CONTRACT FOR HEALTH CARE PROVIDER SERVICES</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON 10/01/2011 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>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>[Signature]</i>		September 1, 2011
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
Service President	55-0656334	

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

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**ROBERTA WAGNER
 304-558-0067**

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

**HEALTH AND HUMAN RESOURCES
 WELCH COMMUNITY HOSPITAL
 454 MCDOWELL STREET
 WELCH, WV
 24801 304-436-8710**

DATE PRINTED 07/27/2011	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
BID OPENING DATE: 09/01/2011		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN 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</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE 	TELEPHONE	DATE September 1, 2011
TITLE Dr. Vice President	FEIN 55-0656334	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
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BID OPENING DATE: 09/01/2011		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>EXHIBIT 6</p> <p>PRICE ADJUSTMENT PROVISION: THE STATE OF WEST VIRGINIA WILL CONSIDER BIDS THAT CONTAIN PROVISIONS FOR PRICE ADJUSTMENTS PRIOR TO THE ORIGINAL EXPIRATION OF THE CONTRACT, PROVIDED THAT SUCH PRICE ADJUSTMENT COVERS BOTH UPWARD AND DOWNWARD MOVEMENT OF THE COMMODITY PRICE, AND THAT ADJUSTMENT IS BASED ON THE "PASS THROUGH" INCREASE OR DECREASE OF RAW MATERIALS AND/OR LABOR, WHICH MAKE UP ALL OR A SUBSTANTIAL PART OF A PRODUCT. ADJUSTMENTS ARE TO BE BASED UPON AN ACTUAL DOLLAR FIGURE, NOT A PERCENTAGE. ALL PRICE ADJUSTMENT REQUESTS MUST BE SUBSTANTIATED IN A MANNER ACCEPTABLE TO THE DIRECTOR PURCHASING, E.G. GOVERNMENTAL BENCH MARKS, GENERAL MARKET INCREASE, PUBLISHED PRICE LISTS. SUCH REQUESTS FOR AND INCREASE</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE 	TELEPHONE	DATE September 1, 2011
TITLE Dr. Vice President	FEIN 55-016516334	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
WEH12002

PAGE
4

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

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

HEALTH AND HUMAN RESOURCES
 WELCH COMMUNITY HOSPITAL

 454 MCDOWELL STREET
 WELCH, WV
 24801 304-436-8710

DATE PRINTED 07/27/2011	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
BID OPENING DATE: 09/01/2011		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>SHOULD BE RECEIVED IN WRITING BY THE DIRECTOR OF PURCHASING AT LEAST 30 DAYS IN ADVANCE OF THE EFFECTIVE DATE OF THE INCREASE. ANY TIME THE VENDOR REQUESTS A PRICE ADJUSTMENT, THE PURCHASING DIVISION MAY EITHER ACCEPT THE PRICE ADJUSTMENT AND AMEND THE CONTRACT ACCORDINGLY OR REJECT THE ADJUSTMENT IN ITS ENTIRETY AND CANCEL THE CONTRACT.</p> <p>PREFERRED TERMS: IT IS PREFERRED THAT THE PRICES ON THIS CONTRACT ARE FIRM FOR LIFE OF THE CONTRACT, AS INDICATED IN THE LIFE OF CONTRACT CLAUSE CONTAINED HEREIN, NOT TO EXCEED ONE (1) YEAR.</p> <p>PASS THROUGH PRICE INCREASES WILL BE CONSIDERED AT TIME OF CONTRACT RENEWAL ONLY.</p> <p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO: DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE 	TELEPHONE	DATE September 1, 2011
TITLE Sr. Vice President	FEIN 55-0656334	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
WEH12002

PAGE
5

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

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

HEALTH AND HUMAN RESOURCES
 WELCH COMMUNITY HOSPITAL

 454 MCDOWELL STREET
 WELCH, WV
 24801 304-436-8710

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
07/27/2011				

BID OPENING DATE: 09/01/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: SHELLY MURRAY</p> <p>RFQ. NO.: WEH12002</p> <p>BID OPENING DATE: 09/01/2011</p> <p>BID OPENING TIME: 1:30 PM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p>----- 865-560-7044 -----</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY):</p> <p>----- Patricia Keith -----</p> <p>***** THIS IS THE END OF RFQ WEH12002 ***** TOTAL: <u>\$6,133,326</u> Annual Subsidy</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS	
SIGNATURE	DATE
<i>[Signature]</i>	September 1, 2011
TITLE	FEIN
Dr. Vice President	55-0656334
ADDRESS CHANGES TO BE NOTED ABOVE	

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

Appendix 2:
Addendum 1



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

Request for Quotation

RFQ NUMBER
WEH12002

PAGE
1

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

VENDOR
RFQ COPY TYPE NAME/ADDRESS HERE

SHIP TO
HEALTH AND HUMAN RESOURCES WELCH COMMUNITY HOSPITAL 454 MCDOWELL STREET WELCH, WV 24801 304-436-8710

DATE PRINTED 08/18/2011	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: 09/01/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
----- ADDENDUM NO. 1 -----						
THIS ADDENDUM IS ISSUED TO ADDRESS THE QUESTIONS RECEIVED PRIOR TO THE QUESTION SUBMISSION DEADLINE OF 08/16/2011.						
0001	1	YR		948-74		
CONTRACT FOR HEALTH CARE PROVIDER SERVICES						
EXHIBIT 10						
REQUISITION NO.: WEH12002						
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						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE September 1, 2011
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'



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
WEH12002

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
 WELCH COMMUNITY HOSPITAL

 454 MCDOWELL STREET
 WELCH, WV
 24801 304-436-8710

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
08/18/2011				

BID OPENING DATE: 09/01/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
	NO. 4					
	NO. 5					
<p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p> <p>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.</p> <p style="text-align: center;">..... SIGNATURE Kelly Medical Services Corp. COMPANY September 1, 2011 DATE</p> <p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.</p> <p>----- END OF ADDENDUM NO. 1 -----</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE September 1, 2011
TITLE Jr. Vice President	FEIN 55-01056334	ADDRESS CHANGES TO BE NOTED ABOVE

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

Appendix 3:
Certificate of Insurance

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/29/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER ALLIANT INSURANCE SERVICES HOUSTON, LLC 5847 SAN FELIPE, SUITE 2750 HOUSTON, TX 77057	CONTACT NAME: Alicia Rosendahl PHONE (A/G, No, Ext): 832-485-4014 FAX (A/G, No): 713-470-4414 E-MAIL ADDRESS: arosendahl@alliantinsurance.com PRODUCER CUSTOMER ID #:																					
INSURED TeamHealth, Inc./Kelly Medical Corporation 265 Brookview Centre Way, Suite 400 Knoxville, TN 37919	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>Lexington Insurance Company</td> <td style="text-align: center;">19437</td> </tr> <tr> <td>INSURER B:</td> <td>Travelers Property Casualty Company of America</td> <td style="text-align: center;">25674</td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Lexington Insurance Company	19437	INSURER B:	Travelers Property Casualty Company of America	25674	INSURER C:			INSURER D:			INSURER E:			INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAIC #																				
INSURER A:	Lexington Insurance Company	19437																				
INSURER B:	Travelers Property Casualty Company of America	25674																				
INSURER C:																						
INSURER D:																						
INSURER E:																						
INSURER F:																						

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE 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 POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	GENERAL LIABILITY			679-6968	6/1/2011	6/1/2012	EACH OCCURRENCE	\$ 1,000,000	
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000	
	CLAIMS-MADE	<input checked="" type="checkbox"/>	OCCUR				MED EXP (Any one person)	\$ NONE	
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	\$ 1,000,000	
	<input checked="" type="checkbox"/> POLICY	<input type="checkbox"/> PROJECT	<input type="checkbox"/> LOC				GENERAL AGGREGATE	\$ 3,000,000	
							PRODUCTS/COMP/OP AGG	\$ 1,000,000	
B	AUTOMOBILE LIABILITY			TJCAP-152D8935-11	3/31/2011	3/31/2012	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$	
	ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$	
	SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	\$	
	HIRED AUTOS							\$	
	NON-OWNED AUTOS							\$	
	UMBRELLA LIAB						EACH OCCURRENCE	\$	
	EXCESS LIAB						AGGREGATE	\$	
	DEDUCTIBLE	\$						\$	
	RETENTION	\$						\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							WC STATUTORY LIMITS	OTHER
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)			Y/N	N/A				E.L. EACH ACCIDENT	\$
If yes, describe under DESCRIPTION OF OPERATIONS below			N					E.L. DISEASE - EA EMPLOYEE	\$
								E.L. DISEASE - POLICY LIMIT	\$
A	OTHER: MEDICAL PROFESSIONAL LIABILITY (CLAIMS MADE)			679-6968	6/1/2011	6/1/2012	EACH INCIDENT:	\$ 1,000,000	
							AGGREGATE:	\$ 3,000,000	
							TOTAL POLICY:	\$	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES
 The limits shown above are inclusive of the applicable policy self insured retention.

CERTIFICATE HOLDER WELCH COMMUNITY HOSPITAL 454 MCDOWELL STREET WELCH, WV 24801-2097	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

Appendix 4:
Vendor Preference

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: September 1, 2011 Title: Sr. Vice President

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

**Appendix 5:
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: September 1, 2011

State of TN

County of Knox, to-wit:

Taken, subscribed, and sworn to before me this 1 day of Sept, 2011.

My Commission expires 04/01/13, 20 .

AFFIX SEAL HERE NOTARY PUBLIC [Signature]



Appendix 6:
Agreement Addendum

AGREEMENT ADDENDUM

In the event of conflict between this addendum and the agreement, this addendum shall control:

1. **DISPUTES** - Any references in the agreement to arbitration or to the jurisdiction of any court are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
2. **HOLD HARMLESS** - Any clause requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. **GOVERNING LAW** - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
4. **TAXES** - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
5. **PAYMENT** - Any references to prepayment are deleted. Payment will be in arrears.
6. **INTEREST** - Should the agreement include a provision for interest on late payments, the Agency agrees to pay the maximum legal rate under West Virginia law. All other references to interest or late charges are deleted.
7. **RECOUPMENT** - Any language in the agreement waiving the Agency's right to set-off, counterclaim, recoupment, or other defense is hereby deleted.
8. **FISCAL YEAR FUNDING** - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. **STATUTE OF LIMITATION** - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. **SIMILAR SERVICES** - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. **ATTORNEY FEES** - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. **ASSIGNMENT** - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. **LIMITATION OF LIABILITY** - The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages to a certain dollar amount or to the amount of the agreement is hereby deleted. Limitations on special, incidental or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. **RIGHT TO TERMINATE** - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor. Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination.
15. **TERMINATION CHARGES** - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. **RENEWAL** - Any reference to automatic renewal is hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** - Any provision requiring the Agency to insure equipment or property of any kind and name the Vendor as beneficiary or as an additional insured is hereby deleted.
18. **RIGHT TO NOTICE** - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. **ACCELERATION** - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. **CONFIDENTIALITY**: -Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act.
21. **AMENDMENTS** - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

ACCEPTED BY:
STATE OF WEST VIRGINIA

VENDOR

Spending Unit: _____

Company Name: Kelly Medical Services Corp.

Signed: _____

Signed:  _____

Title: _____

Title: Sr. Vice President

Date: _____

Date: September 1, 2011

Appendix 7:
Cost Proposal

Service Specialty Physician/Service Specialty	Physician Salaries		Physician Malpractice Insurance			
	Number of Full Time Employees	Hourly Salary Rate	Total Annual Salary (a)	Monthly Malpractice Insurance	Annual Cost Malpractice Insurance (b)	Total of Annual Salary & Insurance (a + b)
Anesthesia (CNRA)	2.50	N/A	218,762	4,680	56,160	274,922
Anesthesia-On Call		N/A	218,762			218,762
Emergency Room	5.00	\$150/hr	1,314,000	29,014	348,168	1,662,168
Emergency Room-On Call			N/A			
Family Practice			N/A			
Family Practice-On Call			N/A			
Geriatrics (Long Term Care)	.25	N/A	27,243	632	7,584	34,827
Geriatrics-On Call		N/A	27,243			27,243
Internal Medicine	4.00	N/A	455,407	6,259	75,108	530,515
Internal Medicine-On Call		N/A	455,407			455,407
Pathology	1.00	N/A	154,984	3,568	42,816	197,800
Pathology Tech	1.00	N/A	65,384	Incl. with MD		65,384
Pathology-On Call			N/A			
Pediatrics	2.00	N/A	196,029	3,159	37,908	233,937
Pediatrics-On Call		N/A	196,029			196,029
Physician Assistants		Included	In Walk-In	Clinic		
Physician Assistants-On Call						
Radiology	2.00	N/A	655,193	3,802	45,624	700,817
Radiology-On Call			N/A			
*Optional Radiology-On Call Electronic Viewing		N/A	-0-			
Surgery	2.0	N/A	340,540	12,284	147,408	487,948
Surgery-On Call		N/A	340,540			340,540
Walk-In Clinic	2.5	N/A	299,675	1,498	17,976	317,651
Walk-In Clinic-On Call			N/A			
Totals			\$4,965,198	\$64,896	\$778,752	\$5,743,950

(A)

(B)

Cost Calculation of Monthly Fees for Rural Health Clinic Services (Average 1550 visits per month)	Bill Rate	X Visits =	Estimated Monthly Amount	Multiplied By	Estimated Total Cost
Estimated Monthly Rural Health Clinic	\$94	1550	145,700	X 12	1,748,400
Estimated Total Annual Cost					\$1,748,400

(C)

*Optional Radiology-On Call Electronic Viewing					
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If provided this service will not create an additional charge to the hospital.

*Basis of Award will not include this amount.
 WEH11141 Health Care Provider Services

Administrative Fee for Health Care Provider Services:	Monthly Total	Annual Total
Vendor may have an administrative fee for providing Health Care Services	\$153,282	\$1,839,384
** Billing cost has been added to this line item. **		(D)

Summary of Cost Proposal	Annual Totals	
Total of Annual Physician Salary	(A)	\$4,965,198
Total of Annual Malpractice Insurance	(B)	\$ 778,752
Total for Annual Clinic Fees	(C)	\$Informational Only Price is included in A and B
Total of Administrative Fees for Health Care Provider Services	(D)	\$1,839,384
Total Price for Health Care Provider Services		\$7,583,334

Vendor collections will be set at \$1,450,008 annually, \$120,834/month for this contract period.

We will invoice monthly to the State the difference in above total price less vendor collections as stated above.

Annual subsidy will be \$6,133,326 or \$510,110.50/month.

Kelly Medical Services Corp 9/1/11
 Vendor Name Date

[Signature] CSVP
 Name of Authorized Representative Title

Award will be made for the lowest total bid meeting specifications.