



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
 WEH12086

PAGE
 1

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

VENDOR

JEFF KATON
 Medicus FIRM
 3010 OBJ Freeway Suite 1300
 Dallas, TX 75234

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
12/29/2011				

BID OPENING DATE: 01/12/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 1						
1. QUESTIONS AND ANSWERS ARE ATTACHED.						
2. ADDENDUM ACKNOWLEDGEMENT IS ATTACHED. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN DISQUALIFICATION OF YOUR BID.						
EXHIBIT 10						
REQUISITION NO.: WEH12086						
ADDENDUM ACKNOWLEDGEMENT						
I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.						
ADDENDUM NO.'S:						
NO. 1						
NO. 2						
NO. 3						
NO. 4						
NO. 5						
I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.						

RECEIVED
 2012 JAN 12 AM 9:32
 WV PURCHASING DIVISION

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE	TELEPHONE	DATE	
	214-382-9952	1-6-12	
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	
VP OF BUSINESS DEV.			

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

GENERAL TERMS & CONDITIONS REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

1. Awards will be made in the best interest of the State of West Virginia.
 2. The State may accept or reject in part, or in whole, any bid.
 3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
 4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
 5. Payment may only be made after the delivery and acceptance of goods or services.
 6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
 7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
 8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
 9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
 10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
 11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
 12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
 13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.html and is hereby made part of the agreement provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
 14. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
 15. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
 16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.
- I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or Fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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 Department of Administration
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RFQ COPY

TYPE NAME/ADDRESS HERE

VENDOR

JEFF KATON
 THE MEDICOS FIRM
 3010 LBJ FWY #1300
 DALLAS, TX 75234

SHIP TO

HEALTH AND HUMAN RESOURCES
 WELCH COMMUNITY HOSPITAL
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<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>..... SIGNATURE <i>THE MEDICOS FIRM</i> COMPANY 1-6-12 DATE</p> <p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.</p> <p>REV. 09/21/2009</p> <p>END OF ADDENDUM NO. 1</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	2	BA		948-74	\$ 30,000	\$ 60,000
RECRUITMENT SERVICES FOR OB/GYN PHYSICIANS						
***** THIS IS THE END OF RFQ WEH12086 ***** TOTAL:						\$ 60,000

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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Addendum 1
WEH12086

Q. 1.a. Can you please let me know exactly what I need to do to supply the bid?

A.1.a. A signed bid must be submitted on or before 01/12/2012 1:30 p.m. to :

**Department of Administration
Purchasing Division
Building 15
2019 Washington Street, East
Charleston, WV 25305-0130**

Q. 1.b. Can I send you my standard contract and references?

**A.1.b. All bids received must meet or exceed the specifications as listed on the RFQ.
Vendors not meeting bid specifications will not be considered for award.**

Q. 1.c. I work on a retained basis and do not do contingency placement. Will this be a problem?

**A. 1.c. All bids received must meet or exceed the specifications as listed on the RFQ.
Vendors not meeting bid specifications will not be considered for award. This RFQ
is to contract a vendor to recruit OB-GYN physicians for permanent placement here
at Welch Community Hospital.**

Q. 2. Will you add the following to contract terms?

Notwithstanding anything contained in the Request For Quotation to the contrary, Vendor shall screen physician candidates for the required education, licensure, certification, experience, etc., but such screening shall be based solely on representations made by the physician candidates to Vendor. Welch Community Hospital shall be responsible for the hiring decision and shall verify licensure and credential physician candidates. Vendor makes no warranty regarding the suitability or qualifications of any physician candidate hired by Welch Community Hospital pursuant to this agreement.

**A.2. All bids received must meet or exceed the specifications as listed on the RFQ.
Vendors not meeting bid specifications will not be considered for award. Request
for quotation will not be changed or altered at the request of the vendor.**

Q. 3. RFQ Mandatory Requirements: As CompHealth does not employ the physician directly, we do not conduct a formal background check on each physician. However we do ask questions in our screening process to verify licensure, board status, malpractice, and background. At your request, CompHealth will conduct reference checks on the references provided by the physician. We can use our reference form or your form. Is this acceptable for this RFQ?

- A. 3. **All mandatory requirements shall be adhered to. All bids received must meet or exceed the specifications as listed on the RFQ. Vendors not meeting bid specifications will not be considered for award. Request for quotation will not be changed or altered at the request of the vendor.**
- Q. 4. Payment for Services: If a Physician Candidate hired by Client fails to maintain a practice with Client for thirty (90) calendar days after start of work with Client, CompHealth will, upon notification in writing from Client, exercise best efforts to recruit a replacement Physician Candidate for Client for no additional Fee. Client will be responsible for all expenses associated with recruitment of the replacement Physician Candidate, including interview costs. This guarantee shall not apply if Client is in breach with respect to any obligation under this Agreement or if the Physician Candidate's failure to continue to work for Client is due to the elimination of the Position, insufficient work for the Physician Candidate, or a change in business conditions outside the Physician Candidate's control. Is this acceptable for this RFQ?
- A. 4. **All mandatory requirements shall be adhered to. All bids received must meet or exceed the specifications as listed on the RFQ. Vendors not meeting bid specifications will not be considered for award. Request for quotation will not be changed or altered at the request of the vendor.**
- Q. 5. Do we need to bid on this, or is our current contract still adequate?
- A. 4. **WEH12086 is for the purpose of obtaining a permanent placed physician, not a locum's contract.**

SINGLE SEARCH AGREEMENT (hereafter referred to as "Agreement")

Welch Community Hospital, (hereafter referred to as "Client"), engages The Medicus Firm, LLC, a Delaware Limited Liability Company (hereafter referred to as "Firm"), to provide recruiting services as specified below.

THE MEDICUS FIRM AGREES TO:

- A. Perform an initial on-site practice/community evaluation for the Designated Search. Should Firm determine that Client's Designated Search is not feasible; the Recruiting Services Initiation Fee will be refunded, less any travel fees associated with the community evaluation.
- B. Provide consultation to determine procurement and marketing strategies for the Designated Search requested by Client.
- C. Source and screen candidates to determine level of interest and compatibility with each Designated Search.
- D. Conduct preliminary licensure verification and obtain and check references from candidate(s) when possible.
- E. If requested, assist in arranging candidate travel/lodging and interview itinerary.
- F. Act as liaison on behalf of Client in negotiating a working contract.
- G. Cap all Professional Fees at \$30,000 for the recruitment of each physician.

CLIENT AGREES TO:

- A. Provide written candidate specifications and pre-approved Client-Physician Agreement for each Designated Search.
- B. Pay Firm a Recruiting Services Initiation Fee of \$2,500 to commence search activities for the Designated Search listed below.
- C. Pay Firm a Monthly Service Charge of \$2,500 for three months at day 30, 60 and 90 and a completion fee of \$15,000 upon completion of the Designated Search as defined by the General Terms of this Agreement. Any unbilled monthly billings will be invoiced at the completion of the Designated Search.
- D. Reimburse Firm for all "pre-approved" out-of-pocket expenses incurred on Client's behalf including personal letter campaigns and recruiter travel expenses for practice/community evaluations. A one-time \$475 administrative fee will also provide for online advertising and email campaigns to physicians and residency or fellowship programs and design and development of the Opportunity Overview.
- E. Reimburse candidate for all interview expenses (including spouse).
- F. Client agrees to pay Firm an early completion bonus (ECB) of \$3,000 if a Designated Search is completed with a physician who interviews within 90 days of the first direct mail campaign.

DESIGNATED SEARCH:

OBGYN

Guarantee:

For any search that Client completes, exclusive of Firms' efforts, Firm will credit fifty percent (50%) of professional fees paid to a new search. The new search must be initiated within 30 days of the cancellation date of the original search and all invoices must be current at that time. The discount will be applied proportionately to the Recruiting Services Initiation Fee and monthly billings for the new search.

GENERAL TERMS AND CONDITIONS:

1. The term of this Agreement shall be for one (1) year from the date this Agreement is fully executed provided that neither party has terminated the contract pursuant to Section 2 under General Terms. This Agreement constitutes the entire understanding of the parties and may only be amended in writing signed by both parties.
2. Client may cancel or place on hold either the Agreement or a Designated Search by providing notice via email or letter. If the Agreement is put on hold or cancelled, the Monthly Service Charge for the month in which the Agreement is put on hold or cancelled shall be due and payable. If a Designated Search is placed on hold for more than sixty (60) days it will be deemed cancelled.
3. Firm reserves the right to place Designated Search on hold by providing written notice to Client if Firm has not been provided the proposed working agreement between Client and candidate, financial obligations, benefits and other pertinent information prior to the commencement of a Designated Search.
4. Completion of the Designated Search shall be defined by one of the following events resulting directly or indirectly from Firm's efforts: the execution of a written agreement or letter of intent between the physician and Client or an affiliated or related group practice or entity, agent, partner or affiliate whom the Client may be recruiting on behalf of; the commencement of the physician's work with the Client or an affiliated or related group practice or entity, agent, partner or affiliate whom the Client may be recruiting on behalf of.
5. Within twelve (12) months of referral, should Client employ, contract with or otherwise associate with any physician or physician extender who was made aware of the Client opportunity, directly or indirectly, as a result of Firm's efforts for a search not specifically listed as a Designated Search on page one of this agreement, regardless of specialty, Client agrees to pay Firm \$25,000 as a completion fee. This clause shall apply to all husband/wife physician teams, off-contract placements as well as un-contracted, continuation placements in the same specialty as detailed under Designated Searches.
6. Firm agrees to replace physician candidates placed with clients in the event that the candidate does not report for work or leaves the practice within four (4) months without incurring additional professional fees. The request to reactivate the search must be made in writing within 30 days of the terminating event and be for the same specialty at the same location as the first search. This replacement clause is valid provided that the material terms of the originally executed Client-Physician Agreement has not been changed, the job responsibilities have not materially changed and all invoices have been paid according to the terms of this Agreement.
7. Firm cannot guarantee the content or accuracy of initial referencing of candidates due to it being provided by third parties. Furthermore, Firm does not perform criminal background checks of candidates and, therefore, Client must rely upon its own referencing and background checks when making final candidate selection. Firm does not discriminate against any individual candidate based on age, race, gender, religion, national origin, disability, veteran status or other status protected by law. Client shall not hold Firm responsible for the acts or omissions of the candidate during or after the term of said Agreement/contract. This paragraph shall survive the termination of this Agreement.
8. Firm shall provide candidate information to Client in writing via email or letter. Within two (2) business days of receipt of candidate information, Client will notify Firm if it has previously received the candidate information directly through a third party. Unless notified within this two (2) day time frame, it is agreed that Firm will have the exclusive rights to the placement of the candidate and will proceed with the candidate in accordance to the terms of this Agreement.
9. Invoices are payable on receipt. If payment is not postmarked within twenty days of invoice date, paragraph 6 under General Terms is considered void. In the event that collection activities are necessitated due to non-payment of invoices, Client agrees to pay for reasonable attorney fees and collection costs to collect monies owed. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Texas. This Agreement is exclusively performable in Dallas County, Texas and the Client consents to the jurisdiction of the court in Dallas, Texas for any action that may arise in connection to this Agreement.



For Client:

Client Signature

Name, Title

Date

For Firm:

Representative Signature

Name, Title

Date



Jeff Katon
*Vice President
Business Development*

P 214.382.9952
C 214.676.4654
F 972.759.0336
E jkaton@themedicusfirm.com

3010 LBJ Freeway • Suite 1300 • Dallas, TX 75234

Atlanta • Dallas
www.TheMedicusFirm.com