

February 3, 2016
November 10, 2015

April Battle

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

Re: RFQ CRFQ 0506 WEH1600000013

Dear Ms. Battle:

This correspondence verifies 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 further verifies 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.

TeamHealth 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. TeamHealth further declares that its billing practice is in accordance with all Medicare and Medicaid laws and regulations.

Sincerely yours,

Ed Hamm
Chief Financial Officer
TeamHealth Emergency Medicine, Central Group

03/08/16 12:42:15
WV Purchasing Division

TEAMHealth[®]



PERFORMANCE THROUGH PARTNERSHIP

RESPONSE TO REQUEST FOR QUOTATION

CRFQ 0506 WEH1600000013

Welch Community Hospital

Welch, West Virginia

Table of Contents

I. Response to Request for Quotation..... 2

Appendices

Appendix 1: Appendix A

Appendix 2: Pricing

Appendix 3: Certification and Signature Page

Appendix 4: Addendum Acknowledgement Form

Appendix 5: Request for Quotation

Appendix 6: State of West Virginia: Vendor Preference Certificate

Appendix 7: State of West Virginia: Purchasing Affidavit

About TeamHealth

At TeamHealth (NYSE: TMH), our purpose is to perfect our physicians' ability to practice medicine, every day, in everything we do. Through our more than 18,000 affiliated physicians and advanced practice clinicians, TeamHealth offers outsourced emergency medicine, hospital medicine, critical care, anesthesiology, orthopaedic hospitalist, acute care surgery, obstetrics and gynecology hospitalist, ambulatory care, post-acute care and medical call center solutions to approximately 3,400 acute and post-acute facilities and physician groups nationwide. Our philosophy is as simple as our goal is singular: we believe better experiences for physicians lead to better outcomes—for patients, hospital partners and physicians alike. Join our team; we value and empower clinicians. Partner with us; we deliver on our promises. Learn more at <http://www.teamhealth.com>.

The term "TeamHealth" as used throughout this release includes Team Health Holdings, Inc., its subsidiaries, affiliates, affiliated medical groups and providers, all of which are part of the TeamHealth organization. "Providers" are physicians, advanced practice clinicians and other healthcare providers who are employed by or contract with subsidiaries or affiliated entities of Team Health Holdings, Inc. All such providers exercise independent clinical judgment when providing patient care. Team Health Holdings, Inc. does not have any employees, does not contract with providers and does not practice medicine.

Proposal Terms

The information within this proposal has been exclusively prepared for *Hospital Name. 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.

I. Response to Request for Quotation

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Department of Health and Human Resources, Bureau for Behavioral Health Facilities, Welch Community Hospital (Agency) to establish a physician services contract for specialty services in the areas of surgery, anesthesia, radiology, pathology, and geriatrics; rural health clinic services in the areas of internal medicine, walk-in clinic, and pediatrics; and emergency room services to hospital's patients.

NOTE: This request is covered in part or in whole by federal funds. All bidders will be required to acknowledge and adhere to Attachment 1-Provisions Required for Federally Funded Procurements.

2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.

2.1 "Contract Services" means physician services contract for specialty services in the areas of surgery, anesthesia, radiology, pathology, and geriatrics; rural health clinic services in the areas of internal medicine, walk-in clinic, and pediatrics; and emergency room services to hospital's patients as more fully described in these specifications.

2.2 "Pricing Page" means the pages, contained wvOASIS or attached hereto as Exhibit A, upon which Vendor should list its proposed price for the Contract Services.

2.3 "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

2.4 "Allied Health Professional (AHP)" means vendor supplied health professional which performs diagnostic procedures, provide therapeutic services, and patient care as part of a caregiving team.

3. **QUALIFICATIONS:** Vendor, or vendor's staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:

3.1. Vendor at all times shall provide health care providers who are qualified, professional, competent, duly licensed, and physicians must have a current Drug Enforcement Agency (DEA) number. Vendor's physicians are required to have and maintain a valid and current Cardiopulmonary Resuscitation (CPR)/First Aid card. Vendor's physicians and Allied Health Professionals will have a Background Check done by vendor. The vendor will ensure that appropriate releases are signed by the physician and Allied Health Professional to release the Background Checks to the hospital. The vendor will ensure that the hospital Vendor shall provide Medicare numbers, Medicaid numbers, Unique Physician Identification Number (UPIN) numbers, and any and all licenses required by vendor, its agents and employees.

4. MANDATORY REQUIREMENTS:

4.1 Mandatory Contract Services Requirements and Deliverables: Contract Services must meet or exceed the mandatory requirements listed below.

4.1.1 Vendor Responsibilities

4.1.1.1 General Service Requirements: Vendor shall recruit, 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 the Secretary of DHHR.

Kelly Medical Services Corporation (referred to as Corporation throughout this document) 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.

4.1.1.2 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.

Corporation understands and accepts terms as outlined.

4.1.1.3 The Vendor and all health care providers shall cooperate with the Utilization Review staff to assure appropriate documentation and actions are taken related to admissions and discharges. Vendor shall adhere and follow the Utilization Plan and the Utilization Review Code of Participation for this facility.

Corporation understands the requirements listed above and agrees.

4.1.1.4 The 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.

Corporation understands the requirements and agrees.

- 4.1.1.5** The vendor shall not allow medical providers to sleep while working at the hospital, in any capacity. Exceptions shall be made only during emergency situations and must include the approval of the hospital.

Corporation understands the requirements and agrees.

- 4.1.1.6** The vendor shall only employ providers that, at all times comply with: The Value Based Purchasing requirements set forth by the Centers for Medicare and Medicaid Services (CMS). Compliance includes meeting and/or exceeding the national benchmarks issued by CMS for all process of care measures (Core Measures); and CMS's Meaningful Use requirements as they relate to provider use of the Electronic Health Record (EHR). This includes, but is not limited to, meeting the thresholds issued by CMS for Computerized Provider Order Entry (CPOE) and the requirements issued by CMS for the Readmission Reduction Program; as well as the detailed documentation requirements necessary for the coding and billing of ICD-10 codes. Physicians identified as not meeting these requirements shall not be assigned at the hospital without an active, hospital approved, Plan of Correction (POC) in place. All POCs shall include target dates of completion.

Corporation agrees to participate and comply with the above.

- 4.1.1.7** 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.

Corporation understands the requirements and agrees.

4.1.2 Specialty Services

- 4.1.2.1 Surgery Clinic:** The Surgery Clinic physicians shall provide consultations, lab review, 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.

Corporation understands the requirements and agrees.

4.1.2.2 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 CRNA's, surgical staff or administration.

Corporation understands the requirements and agrees.

4.1.2.3 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. The vendor will include the use of electronic reading and interpretations for weekend and off-business hour coverage. The vendor will provide a speech recognition engine, such as PowerScribe 360, to allow radiologists to dictate reports directly into the Picture Archiving and Communication System (PACS) and the hospital's electronic health record (EHR), CareVue, simultaneously within sixty (60) days of award of the contract.

Corporation understands the requirements and agrees.

4.1.2.4 Pathology Department: The Pathology Department shall be staffed with a pathologist responsible for daily department duties of lab supervisor as defined by Clinical Laboratory Improvements Amendments (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 (Clinical Laboratory Improvement Amendments (CLIA), Office of Health Facility Licensure and Certification (OHFLAC), College of American Pathologist Survey (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. Coverage shall consist of 8 hours per day coverage, 9:00am to 5:00 pm, (and as needed for emergencies) Monday through Friday, unless otherwise directed by the facility. For CLIA requirements go to: <http://www.wvdhhr.org/labservices/compliance/clia/index.cfm>

Corporation understands the requirements and agrees.

- 4.1.2.5 Pathology Technician:** In addition to the pathologist, the vendor shall provide a pathology technician to staff the Pathology department a minimum of 40 hours per week.

Corporation understands the requirements and agrees.

- 4.1.2.6 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, performing physicals for new residents within 72 hours of admittance, and continuous on call coverage. Vendor shall ensure that the Long-term Care Unit is staffed to ensure that the Long-term Care Unit may continue to meet the designation as a Long-term Care Unit. If the federal or state requirements for the maintenance of this designation change, vendor shall be required to change the staffing accordingly.

Corporation understands the requirements and agrees.

4.1.3 Emergency Services:

- 4.1.3.1 Emergency Room/Department (ER):** The vendor shall staff the Emergency Department with no less than one qualified physician, 365 days per year, 24 hours per day, 7 days per week. Vendor shall not schedule Surgeons, Anesthesiologists, Pathologists, Radiologists, or Cardiologists who otherwise work at the hospital to work in the Emergency Department unless extenuating circumstances exist and it obtains prior approval from the hospital.

Corporation understands the requirements and agrees.

- 4.1.3.2** All Emergency Room physicians must be proficient in Certifications (Basic Life Support [BLS], Advanced Cardiac Life Support [ACLS], Pediatric Advanced Life Support [PALS], Neonatal Response Program [NRP] and Advanced Training Life Support [ATLS] and the vendor shall work with the facility to obtain and maintain a Level IV Trauma Designation.

Corporation understands the requirements and agrees.

- 4.1.3.3** 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 any shift(s) in excess of twelve hours must be approved by the hospital in advance except in emergency situations in which an administrator cannot be contacted.

Corporation understands the requirements and agrees.

- 4.1.3.4** The vendor shall not allow medical providers to sleep while working at the hospital, in any capacity. Exceptions shall be made only during emergency situations and must include the approval of the hospital.

Corporation understands the requirements and agrees.

- 4.1.3.5 Emergency Room Triage:** Vendor shall provide (in addition to physician coverage mentioned above) no less than one qualified Allied Health Professional (AHP) to provide triage coverage for the emergency department 365 days per year, 24 hours per day, 7 days per week. The AHP shall have a minimum of one year experience working in an emergency room setting. This provider shall be expected to provide typical emergency procedures including, but not limited to: Suturing, splinting, wound care and fracture care. Must have the ability to efficiently and effectively manage multiple clinical tasks simultaneously. Must possess and utilize excellent organizational skills with attention to details. Must have effective oral and written communication. Must be current in: ACLS and PALS.

Corporation understands the requirements and agrees. The Allied Health Professional will conduct medical screening exams during the triage process.

- 4.1.3.6** It is the intent of the facility to provide Emergency Room care to all patients, as quickly as possible. To achieve this, it is the goal of the facility that all incoming patients be triaged for care within five minutes of arrival to the hospital; to be admitted to ER services and treatment begun within thirty minutes. The hospital expects that these goals shall be met by the vendor. Any time the monthly average fails to achieve either or both of these goals, the vendor shall provide a plan, in writing, to the hospital to identify and correct the problem.

Corporation understands the requirements and agrees.

- 4.1.3.7** It is the intent of the facility to minimize the number of patients that elope and/or sign out Against Medical Advice (AMA). Inasmuch, the National Average of elopements and AMAs for Emergency Rooms is 2% and it is the expectation that the vendor shall meet or exceed this, as well. The hospital expects that these goals shall be met by the vendor. Any time the monthly average fails to achieve either or both of these goals, the vendor shall provide a plan, in writing, to the hospital to identify and correct the problem.

Corporation understands the requirements and agrees.

- 4.1.3.8 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.

Corporation understands the requirements and agrees.

4.1.4 Rural Health Services; Rural Health Clinic Act Qualifications: 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.

Corporation understands the requirements and agrees.

4.1.4.1 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 care and diagnostic testing, EKG interpretation and Mechanical Ventilator management. On call coverage by a physician is required for after hours on weekdays and weekends.

Corporation understands the requirements and agrees.

4.1.4.2 Modified Hospitalist Program: Vendor shall provide one Internal Medicine Physician or other qualified physician with one (1) year hospitalist program experience, to provide dedicated inpatient care and discharge planning to patients and residents of the hospital. Coverage 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 may change at the hospital's discretion, to include weekend coverage. This change in coverage days and times is 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 that 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.

Corporation understands the requirements and agrees.

4.1.4.3 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, Anesthesiologists, Pathologists, Radiologists, or Cardiologists to work in the Walk-in Clinic unless it obtains prior written approval from hospital.

Corporation understands the requirements and agrees.

- 4.1.4.4 Pediatric Clinic:** The Pediatric Clinic shall be open Monday through Friday, 8 hours per day, unless otherwise directed by the hospital. Pediatric health care providers shall be available for Emergency Room and in-patient consultations, obstetrical deliveries coverage and newborn care. 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. On call coverage is required for after hours on weekdays and weekends.

Corporation understands the requirements and agrees.

- 4.1.4.5 Department Staffing:** The successful vendor will provide 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.

Please see our Staffing Plan in the following table.

| Staffing Plan | | |
|--------------------------|-----------------------------------|--|
| Service | # of FTEs | Description of service |
| Emergency Dept. | 4.5 physicians 5 APCs | Dept. coverage & supervision 24 hours 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. Emergency Department Triage - 24 hours a day, 7 days a week, 365 days per year |
| Surgery | 2.0 physicians | Elections and emergency services in surgery. Consultations I/P & O/P care. |
| Anesthesia | 2.5 CRNAs | 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 | Dept. coverage and supervision 7 days a week. Option to provide after hour and weekend Teleradiology coverage. |
| Pathology | 1.0 physicians 1.1 technicians | Dept. supervision and daily duties. |
| Long-Term Care | .25 physicians | Daily on-call, monthly round and annual physicals |
| Internal Medicine Clinic | 2.0 physicians | Mon-Fri operation of clinic, 8 hours a day Consultations I/P and O/P care |
| Hospitalist | 2.0 physicians | |
| Walk-in Clinic | 2.5 providers | Daily operation of clinic, 12 hours a day |
| Pediatric Clinic | 2.1 physicians | Mon-Fri operation of clinic, 8 hours a day. ED and I/P consults, OB deliveries coverage and newborn care. No APC coverage currently covered in the Pediatric Clinic. If physician hours change, this will be readdressed. |

4.1.4.6 Performance Improvement: The successful vendor will develop a program with productivity measures 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 must be provided upon request after the award of the contract.

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 that deal with observation and regular admission criteria are reported, trended, and managed.

- 4.1.4.7 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.

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 Clinic 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.

- 4.1.4.8 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 and other extraneous circumstances.

Corporation agrees to provide this coverage in the times outlined.

- 4.1.4.9 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 |
| Christmas Eve | Labor Day |
| Christmas Day | Veteran's Day |
| New Year's 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 clinics may be closed on other dates by prior agreement between the hospital and the vendor.

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

- 4.1.4.10 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, Corporation will be responsible for providing appropriate coverage for all departments and clinics during physician's sick and annual leave.

- 4.1.4.11 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 where otherwise noted. The vendor shall supply the hospital with completed clinic, on call and hospitalist schedules by the 15th of the prior month.

Yes, 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. TeamHealth'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 TeamHealth 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.

- 4.1.4.12 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 physicals; employee health; shelter care; Hartley cases; and medical education. Vendor and hospital will develop a schedule of physician assignments in order to fulfill these commitments.

Agreed. 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.

- 4.1.4.13 Medical Staff Participants:** 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 organization 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. Corporation 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 deliver 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.

- 4.1.4.14 Professional Practice:** At all 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. The vendor will ensure physicians apply and receive appointment to the medical staff and obtain clinical privileges. Physicians 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 physician or other health care providers. The hospital reserves the right to approve or reject, at any time, any health care provider proposed by vendor.

Corporation understands the requirements and agrees.

Physician Recruitment and Retention:

The recruitment and retention of well-qualified, career-oriented physicians are the foundation of our continued success and growth. TeamHealth's physician recruitment specialists not only recruit physicians, but they also ensure that each selected physician is well-matched to both the hospital and the community. This has enabled TeamHealth to attain one of the highest physician satisfaction rates and one of the highest physician retention rates in the industry. In fact, according to a recent survey of our emergency physicians, more than 95 percent say that they would recommend TeamHealth to a colleague.

Aggressive Recruiting Program:

With 37 years of experience in the industry, we have developed a formal and aggressive recruiting program, which enables us to achieve and maintain high levels of staffing and minimal turnover for our hospital clients.

Elements of this program include:

- A staff of over 100 professional recruiters
 - Many of whom are certified through the National Association of Physician Recruiters (NAPR), of which TeamHealth is a member
 - Most have more than ten years of experience recruiting emergency physicians
 - One of our recruiters has been selected to serve a three-year term on NAPR's Board of Directors
- Extensive print advertising in prominent clinical journals
- Regular, targeted direct mail campaigns
- Ongoing support of and communication with numerous residency programs and emergency medicine associations
- Aggressive Internet presence
- Attendance at a number of national and regional trade shows

Physician Retention:

One reason physicians are initially attracted to TeamHealth is because of our reputation for being a physician-led organization. TeamHealth was founded by emergency physicians, and each of our regional emergency affiliates is led by an emergency physician.

Physicians choose to build long-term careers with TeamHealth because of our competitive compensation, commitment to continuing medical education (CME) and career growth opportunities. Our compensation includes regionally competitive hourly rates combined with performance incentives and professional liability insurance. Additionally, TeamHealth has earned the reputation of being a leader in the provision of continuing medical education. The TeamHealth Institute is accredited by the Accreditation Council for Continuing Medical Education (ACCME). As a special benefit, only TeamHealth physicians have access to CME opportunities on-line via TeamHealth's website, which provides them with a minimum of three hours of CME credits a month at no charge to the physician. TeamHealth physicians have numerous opportunities for growth within our system. Many of our physicians have been with us since our inception over 30 years ago.

Physician Scheduling:

TeamHealth'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 TeamHealth 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 TeamHealth 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.

TeamHealth History and Overview:

TeamHealth was founded by emergency physicians and has continued to provide high-quality management, staffing and support services to our client hospitals throughout our 33 years of experience in clinical outsourcing services. Our dedicated healthcare professionals, experienced management and administrative staff, and vast array of enhanced services and programs have earned us the envied reputation of being the leader in clinical outsourcing.

TeamHealth Philosophy:

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

Mission Statement:

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

Vision:

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

Values:

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

- 4.1.4.15 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.

Corporation and our affiliated physicians maintain a thorough and current knowledge of all Joint Commission 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 Joint Commission survey. In addition, we can provide a Joint Commission Survey Preparation Guide for Emergency Services that assists your staff with the preparation process. TeamHealth's Performance Improvement Consultant Group can provide phone consultation assistance regarding specific questions or regulatory interpretations.

Currently almost all of our client hospital emergency departments meet or exceed the standards of quality developed by JCAHO. Our remaining client hospitals are accredited by the American Osteopathic Association and have chosen not to pursue Joint Commission accreditation to date.

- 4.1.4.16 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 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).

- 4.1.4.17 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 States 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.

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

- 4.1.4.18 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 of this policy should accompany the bid and must be provided upon request.

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.

- 4.1.4.19 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 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.

4.1.4.20 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.

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

4.1.4.21 Suspension or Termination of Health Care Provider: Vendor's health care providers' participation may be suspended or terminated 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) 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.

4.1.4.21.1 DHHR shall report in writing to vendor situations and actions involving vendor's health care providers with 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.

4.1.4.21.2 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.

4.1.4.21.3 DHHR may report in writing to vendor services provided which, in DHHR's opinion, is inappropriate or excessive. Vendor may, within fifteen (15) days from the date of such notification implement appropriate methods and measures 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 within fifteen (15) days, DHHR may elect to utilize the termination provisions contained herein.

Corporation agrees to comply with the policies above regarding all parts of suspension or termination of health care provider.

4.1.5 GENERAL TERMS AND CODITIONS:

- 4.1.5.1 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 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 annul any subsequent contract without liability at its discretion, and/or to pursue any other remedies available under this contract or by law.

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.

- 4.1.5.2 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.

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.

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.

- 4.1.5.3 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.

Corporation agrees to the above contract provisions.

- 4.1.5.4 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.

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.

- 4.1.5.5 Compliance with Laws and Regulations:** Vendor shall procure all necessary permits and licenses to comply with all applicable laws, Federal, State or Municipal Laws, regulations, policies and ordinances to include but not limited to the following:

- 4.1.5.5.1** 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.

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

4.1.5.5.2 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 upon request.

Upon request, Corporation will provide these documents in an agreed upon format.

4.1.5.6 Subcontracts/Joint Ventures: 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.

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.

4.1.5.6.1 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

http://intranet.wvdhhr.org/Policies/accounts_receivable.htm.

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.

Corporation agrees to the above contract provisions.

4.1.5.6.2 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 three 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.

Corporation agrees to the above contract provisions.

4.1.5.7 General Monthly Reimbursement for Rural Health Clinic Visits: 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 amount due by the patient for co-payments and/or deductibles.

Corporation agrees to the above contract provisions.

4.1.5.8 VENDOR Invoice to Hospital:

- 4.1.5.8.1** Vendor will complete one (1) full month of service before invoicing DHHR.
- 4.1.5.8.2** DHHR may audit vendor to determine its actual costs.
- 4.1.5.8.3** Each quarter (three months), vendor shall submit a cost reconciliation statement with comments/justifications for reconciliation changes.
- 4.1.5.8.4** 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 actual costs were less than those submitted, 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.
- 4.1.5.8.5** If an audit or cost reconciliation reveals that the 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.
- 4.1.5.8.6** 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.
- 4.1.5.8.7** Vendor's contract costs 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.

Corporation agrees with all parts of Vendor Cost Reimbursement.

4.1.5.9 Invoices and Progress Payments:

- 4.1.5.9.1** 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 within fifteen (15) days of receipt of the invoice.
- 4.1.5.9.2** 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.
- 4.1.5.9.3** 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 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.
- 4.1.5.9.4** 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.
- 4.1.5.9.5** 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.

Corporation agrees with all items listed in 4.1.5.9: Invoices and Progress Payments.

4.1.5.10 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 contract period and make available all records to DHHR personnel at vendor's location during normal business hours upon written request by DHHR within 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 agrees to maintain confidentiality and security of the data made available. 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 or incurred to enforce the provision 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.

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

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

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

4.1.5.12 Contract Monitoring, Accounting and Auditing:

4.1.5.12.1 Vendor shall maintain accounting records and supporting documentation relating to the performance of the services to be provided under this contract (see 4.1.5.10 above). These accounting records shall be maintained in accordance with generally accepted accounting principles. Authorized representatives 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 purposes 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.

- 4.1.5.12.2** 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 operation relating to performance within the time frame set forth above. For each day vendor fails to allow DHHR access to its records or copies of any specific record, DHHR will impose a \$250.00 per day fee.
- 4.1.5.12.3** 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 costs of whatever nature for which reimbursement is claimed under the provision 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.
- 4.1.5.12.4** 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.
- 4.1.5.12.5** 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 subcontractor 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.
- Corporation agrees to items within 4.1.5.12: Contract Monitoring, Accounting and Auditing.
- 4.1.5.12.6** Vendor shall provide to the facility a quarterly collections report including charges and adjusted amounts and supporting documentation of patient payments and payments from 3rd party payers (i.e remittance reports). Vendor may collect and retain \$1,596,000 prior to returning excess to facility. The quarterly report will be due forty-five days after the beginning of the contract period and again every ninety days following,

thereafter. The vendor shall provide an annual collections report within thirty days after each twelve months of service has been completed with a remittance of any amount due to the hospital for over collections, at that time. The liquidated damages for failure to provide the annual collections report and/or any amount due to the hospital, in a timely manner, will be 3.5 times the amount owed or \$10,000 whichever is the greater. The liquidated damages will be imposed on the first business day after the due date and payment shall be expected within 30 days. Additional liquidated damages of \$100 per day shall be imposed after day 30.

Vendor agrees to provide the facility a quarterly collections report including charges, adjusted amounts, and cash collections less refunds. Vendor agrees that it may collect and retain \$1,596,000 prior to returning excess to facility. Vendor agrees to provide a quarterly report 45 days after the initial 90 days of the contract period and again every 90 days following, thereafter. Vendor agrees to provide an annual collections report within 60 days after each 12 months of service has been completed with a remittance of any amount due to the hospital for collections, at that time. The liquidated damages for failure to provide the annual collections report and/or any amount due to the hospital, in a timely manner, will be \$10,000. The liquidated damages will be imposed on the first business day after the due date and payment shall be expected within 60 days. Additional liquidated damages of \$100 per day shall be imposed after day 60.

- 4.1.5.13 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.

Corporation understands and agrees with the policy regarding debarment and suspension.

5. CONTRACT AWARD:

5.1 Contract Award: The Contract is intended to provide Agency with a purchase price for the Contract Services. The Contract shall be awarded to the Vendor that provides the Contract Services meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

5.2 Pricing Page: Vendor should complete the Pricing Page by entering pricing for requested item. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in vendor's bid being disqualified.

Vendor should type or electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. In most cases, the vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address:

6. **PERFORMANCE:** Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Agency. In the event that this Contract is designated as an open-end contract, vendor shall perform in accordance with the release orders that may be issued against this Contract.
7. **PAYMENT:** Agency shall pay pricing as indicated within bid proposal as shown on the Pricing Pages, for all Contract Services performed and accepted under this Contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.
8. **TRAVEL:** Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the flat fee or hourly rate listed on vendor's bid, but such costs will not be paid by the Agency separately.
9. **FACILITIES ACCESS:** Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:
 - 9.1. Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
 - 9.2. Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
 - 9.3. Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.
 - 9.4. Anyone performing under this Contract will be subject to Agency's security protocol and procedures.
 - 9.5. Vendor shall inform all staff of Agency's security protocol and procedures.

10. VENDOR DEFAULT:

- 10.1. The following shall be considered a Vendor default under this Contract.

Failure to perform Contract Services in accordance with the requirements contained herein.

- 10.1.1. Failure to comply with other specifications and requirements contained herein.
- 10.1.2. Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

10.1.3. Failure to remedy deficient performance upon request.

10.2. The following remedies shall be available to Agency upon default.

10.2.1. Immediate cancellation of the Contract.

10.2.2. Immediate cancellation of one or more release orders issued under this Contract.

10.2.3. Any other remedies available in law or equity.

11. MISCELLANEOUS:

11.1. Contract Manager: During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: Edward Hamm
Telephone Number: 865.985.7003
Fax Number: 865.560.7134
Email Address: ed_hamm@teamhealth.com

Appendix 1.
Appendix A

Appendix A

(To be completed by the Agency's Procurement Officer prior to the execution of the Addendum, and shall be made a part of the Addendum. PHI not identified prior to execution of the Addendum may only be added by amending Appendix A and the Addendum, via Change Order.)

Name of Associate: Kelly Medical Services Corporation

Name of Agency: WVDHHR/BHHFF/Welch Community Hospital

Describe the PHI (do not include any actual PHI). If not applicable, please indicate the same.

Any and all personally identifiable information including but not limited to patient name, address, date of birth, Social Security Number, telephone number, and insurance information.

Any and all protected health information including but not limited to patient diagnosis, lab test, radiological exams, physical health exams, and/or treatment procedures.

Appendix 2.
Pricing

Exhibit A

CRFQ WEH160000013 Physician Services Pricing Page

| Physician/Service Specialty | Number of Full Time Employees | Monthly Annual Cost | Total Annual cost |
|--|-------------------------------|---------------------|-------------------|
| 1. Anesthesia (CNRA) 4.1.2.2 | 2.5 | | \$235,125.00 |
| 2. Anesthesia-On Call 4.1.2.2 | | | \$235,125.00 |
| 3. Emergency Room 4.1.3.1 | 5 | | \$2,101,109.00 |
| 4. Emergency Room Triage 4.1.3.5 | | | \$631,745.00 |
| 5. Geriatrics (Long Term Care) 4.1.2.6 | 0.25 | | \$23,127.00 |
| 6. Geriatrics-On Call 4.1.2.6 | | | \$23,127.00 |
| 7. Internal Medicine 4.1.4.1 | 4.0 | | \$386,520.00 |
| 8. Internal Medicine-On Call 4.1.4.1 | | | \$386,520.00 |
| 9. Hospitalist 4.1.4.2 | | | |
| 10. Hospitalist On Call 4.1.4.2 | | | |
| 11. Pathology 4.1.2.4 | 1.0 | | \$106,509.00 |
| 12. Pathology Technician 4.1.2.5 | 1.0 | | \$57,790.00 |
| 13. Pediatrics 4.1.4.4 | 2.0 | | \$270,471.00 |
| 14. Pediatrics-On Call 4.1.4.4 | | | \$270,471.00 |
| 15. Radiology 4.1.2.3 | 2.0 | | \$1,163,631.00 |
| 16. Surgery 4.1.2.1 | 2.0 | | \$430,385.00 |
| 17. Surgery-On Call 4.1.2.1 | | | \$430,385.00 |
| 18. Walk-In Clinic 4.1.4.3 | 5.0 | | \$749,754.00 |
| 19. Administrative Cost 4.1.5.6.2 less vendor billing collections for the amount of \$1,596,000.00 | | | \$94,000.00 |
| *Total Price for Health Care Provider Services | | | \$7,595,794.00 |

Award will be made for the lowest total bid meeting specifications

*Total maximum amount facility will pay vendor annually. This is to be a "not to exceed amount" paid to the vendor.

Kelly Medical Services Corporation
 Vendor Name (Printed)

Edward S. Hamm LFO
 Name of Authorized Representative Title

Edward S. Hamm 2/25/16
 Vendor Signature Date

One Pavilion Drive, Navisets, WV 25832
 Vendor Address

865-985-7003 865-560-7134 ed_hamm@teamhealth.com
 Telephone Fax E-mail

Appendix 3.
Certification and Signature Page

CERTIFICATION AND SIGNATURE PAGE

By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

Kelly Medical Services Corporation
(Company)

Edward A. Hemm CFO
(Authorized Signature) (Representative Name, Title)

(865-985-9003) (865-560-7134) 2/25/16
(Phone Number) (Fax Number) (Date)

Appendix 4.
Addendum Acknowledgement Form

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: WEH1600000013

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|---|--|
| <input type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further 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.

Kelly Medical Services Corporation
Company

Edward J. Damon
Authorized Signature

2/25/16
Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.

**Appendix 5.
Request for Quotation**

REQUEST FOR QUOTATION
CRFS 0506 WEH1600000013
Physician Services

10.1.4. Failure to remedy deficient performance upon request.

10.2. The following remedies shall be available to Agency upon default.

10.2.1. Immediate cancellation of the Contract.

10.2.2. Immediate cancellation of one or more release orders issued under this Contract.

10.2.3. Any other remedies available in law or equity.

11. MISCELLANEOUS:

11.1. **Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: Dr. Tony Kelly
Telephone Number: 304-763-2888
Fax Number: _____
Email Address: Tony_Kelly@teamhealth.co

AGREED:

Name of Agency: Welch Community Hospital

Name of Associate: Kelly Medical Services Corporation

Signature: _____

Signature: Edward J. Hamon

Title: C.E.O.

Title: CFO

Date: _____

Date: 2/25/16

Form - WVBA-012004
Amended 08.26.2013

APPROVED AS TO FORM THIS 21st
DAY OF February 20 16
Patrick Morrissey
Attorney General
BY: _____

Appendix 6.
State of West Virginia: Vendor Preference Certificate

State of West Virginia
VENDOR PREFERENCE CERTIFICATE

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

1. **Application is made for 2.5% 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% 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% 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% 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% 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% 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.
7. **Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with *West Virginia Code* §5A-3-59 and *West Virginia Code of State Rules*.**
 Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

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: Edward A. Harum
Date: 2/25/14 Title: CFO

Appendix 7.
State of West Virginia: Purchasing Affidavit

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

MANDATE: Under W. Va. Code §5A-3-10a, 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: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. 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.

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.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Kelly Medical Services Corporation

Authorized Signature: Edward J. Hamm Date: 2/25/16

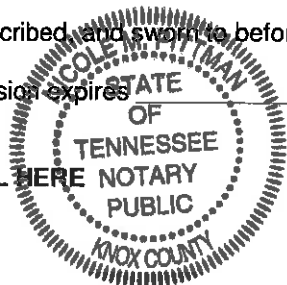
State of TN

County of KNOX, to-wit:

Taken, subscribed and sworn to before me this 25 day of February, 2016

My Commission expires 02/05, 2017.

AFFIX SEAL HERE



NOTARY PUBLIC [Signature]