

RESPONSE TO CRFQ
0506 WEH1600000013

*Physician Service Contract for Welch Community
Hospital*

03/08/16 11:02:26
WV Purchasing Division

Appalachian Mountains Medical, LLC

3/7/2016

Appalachian Mountains Medical, LLC

123 Hunters Ridge Road, Fayetteville, WV 25840

304-574-4384

March 7, 2016

April Battle, Buyer 51
Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

Re: CRFQ 0506 WEH1600000013

Dear Ms. Battle,

This letter is to certify that Appalachian Mountains Medical, LLC is a registered vendor with the State of WV. We received notification of the solicitation, and retrieved the CRFQ and all attachments from WVOasis.com. We also had a representative attend the pre-bid meeting on February 16, 2015. We received addendum 1, which extended the bid opening date until March 9, 2016 and addendum 2, which included pre-bid sign-in sheet and the responses to questions submitted by vendors. Appalachian Mountains Medical, LLC has meet all mandatory requirements and is qualified to submit a bid on CRFQ 0506 WEH 1600000013.

This letter also confirms our understanding and agreement of the Instructions to Vendors Submitting Bids and the General Terms and Conditions. The prices arrived at in generating this proposal were computed independently, without collusion or agreement as to any matter relating to such prices with any other offer or competitor.

Appalachain Mountains Medical, LLC signs and agrees to the purchasing affidavit. We have no outstanding debt with the State of West Virginia.

Appalachian Mountains Medical, LLC agrees to all mandatory requirements of the CRFQ whether stated or implied in this proposal.

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

Sincerely yours,



Patricia Keith
President
Appalachian Mountains Medical, LLC

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to CRFQ 0506
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SPECIFICATIONS

- 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.

Appalachian Mountains Medical, LLC understands the purpose and scope as stated in Section one. Appalachian Mountains Medical, LLC also acknowledges and agrees to 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.

Appalachian Mountains Medical, LLC accepts the above definitions.

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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.

Appalachian Mountains Medical, LLC will meet or exceed the qualifications. Appalachian Mountains Medical, LLC currently provides medical provider services at Jackie Withrow Hospital. We started our 3rd year in January 1, 2016.

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

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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.

Appalachian Mountains Medical, LLC agrees to meet or exceed all the general service requirements.

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.

Appalachian Mountains Medical, LLC understands and agrees to section 4.1.1.2.

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.

Appalachian Mountains Medical, LLC agrees to adhere and follow the Utilization Plan and the Utilization Review Code of Participation for the facility.

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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.

Appalachian Mountains Medical, LLC will require all physicians and staff to wear Photo Identification Badges provided by the facility.

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.

Appalachian Mountains Medical, LLC agrees that no provider will sleep while working and if an emergency should present we would seek approval from hospital administration.

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.

Appalachian Mountains Medical, LLC agrees and ensures that our providers will meet or exceed all requirements in section 4.1.1.6.

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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.

Appalachian Mountains Medical, LLC agrees to the continuity of health care service requirements in section 4.1.1.7.

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.

Appalachian Mountains Medical, LLC agrees to meet or exceed the staffing requirements for Surgery clinic and call.

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

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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.

Appalachian Mountains Medical, LLC agrees to meet or exceed the staffing and supervision requirements for Anesthesia.

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.

Appalachian Mountains Medical, LLC agrees to meet or exceed the staffing requirements for Radiology services. Appalachian Mountains Medical, LLC will also provide a speech recognition engine, such as PowerScribe 360 to meet dictation requirements for both PACS and CareVue for Radiology.

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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>

Appalachian Mountains Medical, LLC agrees to meet or exceed the staffing requirements and the responsibilities related to CLIA for Pathology.

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.

Appalachian Mountains Medical, LLC agrees to meet or exceed the staffing requirements for a Pathology Technician.

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-

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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.

Appalachian Mountains Medical, LLC agrees to meet or exceed all staffing requirements for Geriatrics.

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.

Appalachian Mountains Medical, LLC agrees to meet or exceed the staffing requirements for the Emergency Department.

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.

Appalachian Mountains Medical, LLC will ensure all Emergency Room Physicians be proficient in all required certifications.

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

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hours must be approved by the hospital in advance except in emergency situations in which an administrator cannot be contacted.

Appalachian Mountains Medical, LLC agrees not to schedule Emergency Room Physicians for more than 12 consecutive hours in any single day. In an emergency, we will contact hospital administration as soon as possible.

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.

Appalachian Mountains Medical, LLC 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.

Appalachian Mountains Medical, LLC agrees to above requirements for Emergency Room Triage. We also acknowledge Addendum 1 that clarified questions related to this and agree to the clarification.

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

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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.

Appalachian Mountains Medical, LLC agrees to meet or exceed the standards in 4.1.3.6.

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.

Appalachian Mountains Medical, LLC agrees to meet or exceed the goals in section 4.1.3.7. We believe that with the additional staffing in the triage we will exceed the national averages for elopements and AMAs.

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.

Appalachian Mountains Medical, LLC agrees that the Emergency Department Physician shall attend all in-house emergencies.

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

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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.

Appalachian Mountains Medical, LLC agrees to provide at least 50% mid-level coverage and further agrees to meet any changes requested to meet federal requirements.

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.

Appalachian Mountains Medical, LLC agrees to meet or exceed the staffing requirements for the Internal Medicine Clinic. Appalachian Mountains Medical, LLC will utilize the same physician to take call for both the Internal Medicine Clinic as well as the Modified Hospitalist Program.

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

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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.

Appalachian Mountains Medical, LLC agrees to meet or exceed the staffing requirements and referring physician contact requirements for the Modified Hospitalist Program. Appalachian Mountains Medical, LLC will utilize the same physician to take call for both the Internal Medicine Clinic as well as the Modified Hospitalist Program.

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.

Appalachian Mountains Medical, LLC agrees to meet or exceed the expectations of the Walk-in Clinic staffing.

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

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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.

Appalachian Mountains Medical, LLC agrees to meet or exceed the staffing requirements for the Pediatric Clinic. We will only provide 50% mid-level coverage if it is deemed necessary.

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.

Appalachian Mountains Medical, LLC agrees to all the staffing and other requirements in all sections of 4.1.1, 4.1.2, 4.1.3 and 4.1.4. Staffing Plan on the next page.

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Staffing Plan		
Service	# of FTEs	Description of Service
Surgery	2.0 physicians	Elective and Emergent surgeries, Consultations, Clinic and In-Patient Care, Clinic and scheduled surgeries 40hrs per week. 24/7 call.
Anesthesia	2.5 CRNAs or physicians 0.1 physician	Daily elective and emergency surgeries and OB anesthesia services, 24/7 call. Anesthesiologist for QA reviews.
Radiology	2.5 physicians	Department coverage 7 days/week with 24/7 tele radiology coverage.
Pathology	1.0 physicians 1.1 technicians	40 hours per week including pathology services, daily department duties and lab supervision.
Geriatrics	.25 physicians	Monthly rounds, annual physicals and 24/7 call
Emergency Services	4.5 physicians	Department coverage 24/7. Coverage will be in 12 hour shifts, and physicians will respond to in-house emergencies
Emergency Room Triage	5.5 AHPs	24/7 coverage to provide triage service to all patients that present without an appointment. A minimum of 1 AHP at all times, extra coverage when needed to ensure goals.
Internal Medicine	1.25 physicians	Internal Medicine Clinic, Mon - Fri, 8 hrs per day. 24/7 call. *
Hospitalist	2.25 physicians	Minimum 40hrs/week including consultations, In-Patient care and 24/7 call. * * one physician will take call for both IM and Hospitalist
Walk-In Clinic	2.5AHPs or physicians	Clinic 12 hrs /day, 7 days/week 50% RHCC coverage will be provided by AHPs.
Pediatrics	2.0 physicians	Pediatric Clinic M-F, 8 hrs/day. 24/7call.

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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.

Appalachian Mountains Medical, LLC agrees to the Performance Improvement requirements in section 4.1.4.6. A draft plan will be provided upon request.

Appalachian Mountains Medical, LLC will require all providers to participate with administration on all quality assurance measures. All providers will attend their appropriate monthly meetings as per Welch Community Hospital By-laws that include but are not limited to Medical Executive, Quality Assurance, Tissue Meeting, Credentialing.

Appalachian Mountains Medical, LLC will log all patients complaint and address with the physician. Submit appropriate complaints for review by department and/or outside sources, and forward any quality assurance issues to the QA Meeting.

Appalachian Mountains Medical, LLC will review all transfers from Welch Community Hospital for appropriateness. We will also work with Utilization and Review relating to observation and admission statuses and trend these results.

Appalachian Mountains Medical, LLC will work with medical, mid-level and nursing students that Welch Community Hospital present to help them facilitate required on-the-job training.

Appalachian Mountains Medical, LLC will monitor and trend provider and department volumes, elopements and AMAs.

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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.

Appalachian Mountains Medical, LLC recognizes the importance of coordination of care and agrees to section 4.1.4.7. The patients of Tug River Clinic, who are seen by any of our providers will be referred back to their Tug River Provider upon discharge.

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.

Appalachian Mountains Medical, LLC agrees to provide call coverage within the time requirements in section 4.1.4.8.

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.

Appalachian Mountains Medical, LLC agrees to the clinics being closed on these days per section 4.1.4.9.

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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.

Appalachian Mountains Medical, LLC agrees and ensures that we will provide all required staffing for all services regardless of providers sick or 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.

Appalachian Mountains Medical, LLC agrees and will provide to the hospital completed schedules for all service lines and call by the 15th of the prior month. There will be no overlap of time or responsibilities.

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.

Appalachian Mountains Medical, LLC agrees our providers will provide the practice commitments outlined in section 4.1.4.12.

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

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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.

Appalachian Mountains Medical, LLC agrees to meet or exceed the Medical Staff participation listed in section 4.1.4.13

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.

Appalachian Mountains Medical, LLC understands and agrees to meet all the professional practice requirements listed in section 4.1.4.14.

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

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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.

Appalachian Mountains Medical, LLC agrees to the Accreditation and Licensure requirements in section 4.1.4.15.

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).

Appalachian Mountains Medical, LLC agrees to meet all the referral recommendations stated above in section 4.1.4.16 when medically and legally appropriate.

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.

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Appalachian Mountains Medical, LLC agrees to abide by all guidelines and mandates listed above in regards to Medical Records, section 4.1.4.17.

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.

Appalachian Mountains Medical, LLC agrees to the Patient Grievances requirements listed in section 4.1.4.18. Appalachian Mountains Medical, LLC has a policy to handle and track patient and medical staff complaints regarding services provided by and conduct of our 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.

Appalachian Mountains Medical, LLC agrees that our providers will comply with all anti-dumping laws. Appalachian Mountains Medical, LLC will provide annual training to all staff regarding anti-dumping laws.

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

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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.

Appalachian Mountains Medical, LLC agrees to sect 4.1.4.20. Appalachian Mountains Medical, LLC will have no non-compete language in any of our provider contracts.

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

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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.

Appalachian Mountains Medical, LLC agrees to comply with all sections of 4.1.4.21, Suspension and Termination of Health Care Providers.

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 contact. 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.

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Appalachian Mountains Medical, LLC 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.

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.

Appalachian Mountains Medical, LLC 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

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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.

Appalachian Mountains Medical, LLC agrees to submit disclosure form to report lobbying if it would occur, per the requirements.

Appalachian Mountains Medical, LLC also agrees this language of certification will be included in the award documents for all sub-awards at all tiers as defined above.

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.

Appalachian Mountains Medical, LLC agrees to the Contract Provisions in Section 4.1.5.3.

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.

Appalachian Mountains Medical, LLC agrees to comply with all laws listed above under Governing Laws, Section 4.1.5.4.

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:

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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.

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.

Appalachian Mountains Medical, LLC agrees to procure all necessary permits and licenses and comply with all applicable laws as stated in Section 5.1.5.5 and its subsections. Appalachian Mountains Medical, LLC also agrees to provide an annual attestation that we bill in accordance with Medicare and Medicaid Laws and will provide a copy of our compliance program on request.

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.

Appalachian Mountains Medical, LLC agrees to be the sole point of contact with regard to all contractual matters and all other requirements of the Subcontracts/Joint Ventures, Section 4.1.5.6.

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

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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.

Appalachian Mountains Medical, LLC agrees to accept all patients regardless of insurance or lack thereof and our staff will act according to Patient Account Policy 3501.

- 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.

Appalachian Mountains Medical, LLC agrees that there can be no increase in this contract of any of its possible renewals and understands that our financial records and supporting documentation will be segregated.

- 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.

Appalachian Mountains Medical, LLC agrees to section 4.1.5.7.

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.

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- 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

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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.

Appalachian Mountains Medical, LLC agrees and will comply with all sections of 4.1.5.8 regarding Vendor Invoice to hospital.

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

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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.

Appalachian Mountains Medical, LLC agrees and will comply with all sections of 4.1.5.9 Invoice 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

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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.

Appalachian Mountains Medical, LLC agrees and will comply with all terms regarding Record Retention (Access and Confidentiality), Section 4.1.5.10.

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.

Appalachian Mountains Medical, LLC agrees that it will do no advertising about services provided in the CRFQ without prior approval by DHHR.

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

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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.

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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.

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.

Appalachian Mountains Medical, LLC agrees and will comply with all sections of 4.1.5.12, Contract Monitoring, Accounting and Auditing.

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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.

Appalachian Mountains Medical, LLC certifies that no entity, agency, subcontractor or person associated with the vendor is currently debarred or suspended by any State or the Federal Government.

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:

Appalachian Mountains Medical, LLC agrees and will comply with all Sections of 5.

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.

Appalachian Mountains Medical, LLC agrees and will work with the Agency on an agreeable schedule for performance of contract services and/or release orders.

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- 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.

Appalachian Mountains Medical, LLC agrees with the payment section.

- 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.

Appalachian Mountains Medical, LLC agrees that we will not bill and agency will not pay for travel cost separately. If there is a cost for travel, it will be included in our administrative cost.

- 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.

Appalachian Mountains Medical, LLC agrees and will comply with all requirements under all section of 9, Facility Access.

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10. VENDOR DEFAULT:

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

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

10.1.2. Failure to comply with other specifications and requirements contained herein.

10.1.3. Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

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.

Appalachian Mountains Medical, LLC agrees to all sections of 10, Vendor Default and understands what the agency will consider a vendor default under this contract and the remedies that the agency can pursue upon default in all section of 10, Vendor Default.

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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.

Appalachian Mountains Medical, LLC agrees and will meet or exceed this expectation.

Contract Manager: Patricia Keith

Telephone Number: 304-719-8658

Fax Number: 304-574-4384

Email Address: Patty_Keith@appalachianmountainsmedicalllc.com

Addendum Acknowledgement Form

Addendum #1

Addendum #2

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 checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input checked="" 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.

Appalachian Mountains Medical, LLC
Company

Patricia Keith
Authorized Signature

3/7/16
Date

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

SOLICITATION NUMBER: CRFQ 0506 WEH1600000013

Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- Modify bid opening date and time**
- Modify specifications of product or service being sought**
- Attachment of vendor questions and responses**
- Attachment of pre-bid sign-in sheet**
- Correction of error**
- Other**

Description of Modification to Solicitation:

To extend the bid opening date from March 2, 2016, at 1:30 PM EST to March 9, 2016, at 1:30 PM EST.

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

- 1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.**
- 2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.**

SOLICITATION NUMBER: CRFQ WEH1600000013
Addendum Number: 2

The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

Description of Modification to Solicitation:

- 1) To provide the pre-bid sign-in sheet.
- 2) To provide the responses to questions submitted by vendors.

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

ATTACHMENT A

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Q.1 The successful Vendor will do all billing and collections for patient services other than the Rural Health Clinic visits.

A.1 Vendor will do billing for physician fees only for physicians provided under this contract other than the Rural Health Clinic.

Q.2 The present contract has been extended to August 31, 2016 and the anticipated date of service starting for this CRFQ will be September 1, 2016.

A.2 Yes.

Q.3 Under 4.1.3.5 The successful Vendor will provide an AHP to provide triage in the Emergency Department continuously and 24/7. Is there also an expectation that the Vendor will provide triage for patients presenting to the Clinics without an appointment, these Clinics include OB, Surgery, Pediatrics, Walk-In and Medicine.

A.3 Yes.

Q.4 Under 4.1.5.12.6 "Vendor may collect and retain \$1,596,000.00 prior to returning excess to the facility." Is the Vendor to understand that if they anticipate collecting more than this amount and thus reducing the DHHR subsidy, they should use amount suggested in the CRFQ and simply return amounts collected in excess of the \$1,596,000.00 annually.

A.4 Yes, all amounts collected for in excess of the \$1,596,000.00 annually must be returned to the facility.

Q.5 Under the Physician Services Pricing Page, item 19, Administrative Cost 4.1.5.6.2 less vendor billing collections for the amount of \$1,596,000.00. If the vendor believes that collections may fall below this amount annually, what recourse has the vendor to recover the short fall in collections for that year of billing.

A.5 No provisions provided.

Q.6 Who is the incumbent, if there is one?

A.6 Kelly Medical Services Corporation

Q.7 If there is an incumbent, are there current personnel in place?

A.7 Yes.

Q.8 What is the annual spend for the last fiscal year?

A.8 \$5,513,459.00

Q.9 Will multiple vendors be awarded?

A.9 No.

Q.10 How many on site hours will there be?

A.10 On site hours are reflected within the specifications for each physician classification.

Q.11 How many total FTEs?

A.11 The number of Full Time Employees would vary as to the vendor's own scheduling as it is up to the vendor to schedule physicians according to the specifications to meet the needs of the facility.

Q.12 Can the bid be submitted electronically?

A.12 Yes, through WVOASIS.

SIGN IN SHEET

Request for Proposal No.

PLEASE PRINT

Date: 2-16-2016
1:00 pm

* PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>Appalachian Mtns. Medical</u>	<u>123 Hunters Ridge Rd</u>	PHONE <u>304-719-8658</u>
Rep: <u>Calantha Quisenberry</u>	<u>Fayetteville WV 25840</u>	TOLL FREE
Email Address: <u>Calantha.Quisenberry@Appalachianmountainmedicalllc</u>		FAX <u>304-574-4384</u>
Company: <u>WELCH Community Hospital</u>		PHONE <u>436-8708</u>
Rep: <u>Lori Stacy</u>		TOLL FREE <u>X 8707</u>
Email Address: <u>Lori.L.Stacy@wv.gov</u>		FAX
Company: <u>WELCH Community Hospital</u>		PHONE <u>304-436-8683</u>
Rep: <u>Johnny Breat</u>		TOLL FREE
Email Address: <u>Johnny.R.Breat@wv.gov</u>		FAX
Company: <u>Team Health Inc</u>	<u>1 Pavilion Dr</u>	PHONE <u>304-763-2888</u>
Rep: <u>Tony Kelly</u>	<u>Denials. WV</u>	TOLL FREE
Email Address: <u>Kelly.Tony-Kelly@teamhealth.com</u>		FAX <u>304-763-2722</u>
Company: _____		PHONE
Rep: _____		TOLL FREE
Email Address: _____		FAX

Pricing Page

State of WV RFQ Pricing Sheets

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	\$20,500.00	\$246,000.00
2. Anesthesia-On Call 4.1.2.2		\$20,500.00	\$246,000.00
3. Emergency Room 4.1.3.1	4.5	\$160,000.00	\$1,920,000.00
4. Emergency Room Triage 4.1.3.5	5.5	\$60,000.00	\$720,000.00
5. Geriatrics (Long Term Care) 4.1.2.6	0.25	\$2,650.00	\$31,800.00
6. Geriatrics-On Call 4.1.2.6		\$2,650.00	\$31,800.00
7. Internal Medicine 4.1.4.1	1.25	\$17,000.00	\$204,000.00
8. Internal Medicine-On Call 4.1.4.1	inc with hospitalist	\$0.00	\$0.00
9. Hospitalist 4.1.4.2	2.25	\$27,500.00	\$330,000.00
10. Hospitalist On Call 4.1.4.2		\$27,500.00	\$330,000.00
11. Pathology 4.1.2.4	1	\$16,000.00	\$192,000.00
12. Pathology Technician 4.1.2.5	1.1	\$5,500.00	\$66,000.00
13. Pediatrics 4.1.4.4	2	\$21,000.00	\$252,000.00
14. Pediatrics-On Call 4.1.4.4		\$21,000.00	\$252,000.00
15. Radiology 4.1.2.3	2.5	\$68,000.00	\$816,000.00
16. Surgery 4.1.2.1	2	\$36,500.00	\$438,000.00
17. Surgery-On Call 4.1.2.1		\$36,500.00	\$438,000.00
18. Walk-In Clinic 4.1.4.3	2.5	\$28,000.00	\$336,000.00
19. Administrative Cost 4.1.5.6.2 less vendor billing collections for the amount of \$1,596,000.00		\$21,000.00	\$252,000.00
*Total Price for Health Care Provider Services		\$591,800.00	\$7,101,600.00

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.

Appalachian Mountains Medical, LLC

Vendor Name (Printed)

Patricia Keith

President

Name of Authorized Representative

Title

Patricia Keith

3/7/16

Vendor Signature

Date

123 Hunters Ridge Rd, Fayetteville, WV 25840

Vendor Address

pkeithcoo@aol.com

304-719-8658

304-574-4384

Patty_Keith@appalachianmountainsmedicalllc.com

Telephone

Fax

E-mail



Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

State of West Virginia
Request for Quotation

Proc Folder: 169115

Doc Description: Addendum #2 - Physician Services

Proc Type: Central Contract - Fixed Amt

Date Issued	Solicitation Closes	Solicitation No	Version
2016-02-25	2016-03-09 13:30:00	CRFQ 0506 WEH1600000013	3

FOR INFORMATION CONTACT THE BUYER

April Battle
(304) 558-0067
april.e.battle@wv.gov

Signature X

FEIN #

46-2403092

DATE

3/7/16

All offers subject to all terms and conditions contained in this solicitation

Addendum #2 - To provide the pre-bid sign-in sheet and the responses to questions submitted by vendors.

PROCUREMENT OFFICER - 304-436-8708 HEALTH AND HUMAN RESOURCES WELCH COMMUNITY HOSPITAL 454 MCDOWELL ST WELCH WV24801 US	PROCUREMENT OFFICER - 304-436-8708 HEALTH AND HUMAN RESOURCES WELCH COMMUNITY HOSPITAL 454 MCDOWELL ST WELCH WV 24801 US
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Anesthesia (CNRA)	12.00000	MO	\$ 20,500 -	\$ 246,000 -

Comm Code	Manufacturer	Specification	Model #
85121503			

Extended Description :

4.1.2.2 Anesthesia (CNRA)

PROCUREMENT OFFICER - 304-436-8708 HEALTH AND HUMAN RESOURCES WELCH COMMUNITY HOSPITAL 454 MCDOWELL ST WELCH WV24801 US	PROCUREMENT OFFICER - 304-436-8708 HEALTH AND HUMAN RESOURCES WELCH COMMUNITY HOSPITAL 454 MCDOWELL ST WELCH WV 24801 US
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Anesthesia (CNRA) On Call	12.00000	MO	\$ 20,500	\$ 246,000 -

Comm Code	Manufacturer	Specification	Model #
85121503			

Extended Description :

4.1.2.2 Anesthesia (CNRA) On Call

PROCUREMENT OFFICER - 304-436-8708 HEALTH AND HUMAN RESOURCES WELCH COMMUNITY HOSPITAL 454 MCDOWELL ST WELCH WV24801 US	PROCUREMENT OFFICER - 304-436-8708 HEALTH AND HUMAN RESOURCES WELCH COMMUNITY HOSPITAL 454 MCDOWELL ST WELCH WV 24801 US
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Emergency Room	12.00000	MO	\$160,000-	\$1,920,000-

Comm Code	Manufacturer	Specification	Model #
21503			

Extended Description :
4.1.3.1 Emergency Room

INVOICE TO		SHIP TO	
PROCUREMENT OFFICER - 304-436-8708 HEALTH AND HUMAN RESOURCES WELCH COMMUNITY HOSPITAL 454 MCDOWELL ST WELCH WV24801 US		PROCUREMENT OFFICER - 304-436-8708 HEALTH AND HUMAN RESOURCES WELCH COMMUNITY HOSPITAL 454 MCDOWELL ST WELCH WV 24801 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Emergency Room Triage	12.00000	MO	\$60,000-	\$720,000-

Comm Code	Manufacturer	Specification	Model #
85121503			

Extended Description :
4.1.3.5 Emergency Room Triage

INVOICE TO		SHIP TO	
PROCUREMENT OFFICER - 304-436-8708 HEALTH AND HUMAN RESOURCES WELCH COMMUNITY HOSPITAL 454 MCDOWELL ST WELCH WV24801 US		PROCUREMENT OFFICER - 304-436-8708 HEALTH AND HUMAN RESOURCES WELCH COMMUNITY HOSPITAL 454 MCDOWELL ST WELCH WV 24801 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Geriatrics Long Term Care	12.00000	MO	\$2650-	\$31,800-

Comm Code	Manufacturer	Specification	Model #
85121503			

Extended Description :
4.1.2.6 Geriatrics Long Term Care

PROCUREMENT OFFICER - 304-436-8708 HEALTH AND HUMAN RESOURCES WELCH COMMUNITY HOSPITAL MCDOWELL ST WELCH WV24801 US	PROCUREMENT OFFICER - 304-436-8708 HEALTH AND HUMAN RESOURCES WELCH COMMUNITY HOSPITAL 454 MCDOWELL ST WELCH WV 24801 US
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Geriatrics Long Term Care On Call	12.00000	MO	\$2,650-	\$31,800-

Comm Code	Manufacturer	Specification	Model #
85121503			

Extended Description :
4.1.2.6 Geriatrics Long Term Care On Call

PROCUREMENT OFFICER - 304-436-8708 HEALTH AND HUMAN RESOURCES WELCH COMMUNITY HOSPITAL 454 MCDOWELL ST WELCH WV24801 US	PROCUREMENT OFFICER - 304-436-8708 HEALTH AND HUMAN RESOURCES WELCH COMMUNITY HOSPITAL 454 MCDOWELL ST WELCH WV 24801 US
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	Internal Medicine	12.00000	MO	\$17,000-	\$204,000-

Comm Code	Manufacturer	Specification	Model #
85121503			

Extended Description :
4.1.4.1 Internal Medicine

PROCUREMENT OFFICER - 304-436-8708 HEALTH AND HUMAN RESOURCES WELCH COMMUNITY HOSPITAL 454 MCDOWELL ST WELCH WV24801 US	PROCUREMENT OFFICER - 304-436-8708 HEALTH AND HUMAN RESOURCES WELCH COMMUNITY HOSPITAL 454 MCDOWELL ST WELCH WV 24801 US
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	Internal Medicine On Call	12.00000	MO	Ine w/ Hospitalist	

Comm Code	Manufacturer	Specification	Model #
85121503			

Extended Description :

4.1 4.1 Internal Medicine

PROCUREMENT OFFICER - 304-436-8708 HEALTH AND HUMAN RESOURCES WELCH COMMUNITY HOSPITAL 454 MCDOWELL ST WELCH WV24801 US	PROCUREMENT OFFICER - 304-436-8708 HEALTH AND HUMAN RESOURCES WELCH COMMUNITY HOSPITAL 454 MCDOWELL ST WELCH WV 24801 US
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
9	Hospitalist	12.00000	MO	\$27,500-	\$330,000-

Comm Code	Manufacturer	Specification	Model #
85121503			

Extended Description :

4.1.4.2 Hospitalist

PROCUREMENT OFFICER - 304-436-8708 HEALTH AND HUMAN RESOURCES WELCH COMMUNITY HOSPITAL 454 MCDOWELL ST WELCH WV24801 US	PROCUREMENT OFFICER - 304-436-8708 HEALTH AND HUMAN RESOURCES WELCH COMMUNITY HOSPITAL 454 MCDOWELL ST WELCH WV 24801 US
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
10	Hospitalist On Call	12.00000	MO	\$27,500-	\$330,000-

Comm Code	Manufacturer	Specification	Model #
85121503			

Extended Description :

4.1.4.2 Hospitalist On Call

PROCUREMENT OFFICER - 304-436-8708 HEALTH AND HUMAN RESOURCES WELCH COMMUNITY HOSPITAL MCDOWELL ST WELCH WV24801 US	PROCUREMENT OFFICER - 304-436-8708 HEALTH AND HUMAN RESOURCES WELCH COMMUNITY HOSPITAL 454 MCDOWELL ST WELCH WV 24801 US
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
11	Pathology	12.00000	MO	\$16,000-	\$192,000-

Comm Code	Manufacturer	Specification	Model #
85121503			

Extended Description :
4.1.2.4 Pathology

PROCUREMENT OFFICER - 304-436-8708 HEALTH AND HUMAN RESOURCES WELCH COMMUNITY HOSPITAL 454 MCDOWELL ST WELCH WV24801 US	PROCUREMENT OFFICER - 304-436-8708 HEALTH AND HUMAN RESOURCES WELCH COMMUNITY HOSPITAL 454 MCDOWELL ST WELCH WV 24801 US
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
12	Pathology Technician	12.00000	MO	\$5,500-	\$66,000-

Comm Code	Manufacturer	Specification	Model #
85121503			

Extended Description :
4.1.2.5 Pathology Technician

PROCUREMENT OFFICER - 304-436-8708 HEALTH AND HUMAN RESOURCES WELCH COMMUNITY HOSPITAL 454 MCDOWELL ST WELCH WV24801 US	PROCUREMENT OFFICER - 304-436-8708 HEALTH AND HUMAN RESOURCES WELCH COMMUNITY HOSPITAL 454 MCDOWELL ST WELCH WV 24801 US
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
13	Pediatrics	12.00000	MO	\$21,000	\$252,000

Comm Code	Manufacturer	Specification	Model #
85121503			

Extended Description :

4.1 4.4 Pediatrics

PROCUREMENT OFFICER - 304-436-8708 HEALTH AND HUMAN RESOURCES WELCH COMMUNITY HOSPITAL 454 MCDOWELL ST WELCH WV24801 US	PROCUREMENT OFFICER - 304-436-8708 HEALTH AND HUMAN RESOURCES WELCH COMMUNITY HOSPITAL 454 MCDOWELL ST WELCH WV 24801 US
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
14	Pediatrics On Call	12.00000	MO	\$21,000 -	\$252,000 -

Comm Code	Manufacturer	Specification	Model #
85121503			

Extended Description :

4.1.4.4 Pediatrics On Call

PROCUREMENT OFFICER - 304-436-8708 HEALTH AND HUMAN RESOURCES WELCH COMMUNITY HOSPITAL 454 MCDOWELL ST WELCH WV24801 US	PROCUREMENT OFFICER - 304-436-8708 HEALTH AND HUMAN RESOURCES WELCH COMMUNITY HOSPITAL 454 MCDOWELL ST WELCH WV 24801 US
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
15	Radiology	12.00000	MO	\$68,000 -	\$816,000 -

Comm Code	Manufacturer	Specification	Model #
85121503			

Extended Description :

4.1.2.3 Radiology

PROCUREMENT OFFICER - 304-436-8708 HEALTH AND HUMAN RESOURCES WELCH COMMUNITY HOSPITAL MCDOWELL ST WELCH WV24801 US	PROCUREMENT OFFICER - 304-436-8708 HEALTH AND HUMAN RESOURCES WELCH COMMUNITY HOSPITAL 454 MCDOWELL ST WELCH WV 24801 US
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
16	Surgery	12.00000	MO	\$36,500-	\$438,000-

Comm Code	Manufacturer	Specification	Model #
85121503			

Extended Description :
4.1.2.1 Surgery

PROCUREMENT OFFICER - 304-436-8708 HEALTH AND HUMAN RESOURCES WELCH COMMUNITY HOSPITAL 454 MCDOWELL ST WELCH WV24801 US	PROCUREMENT OFFICER - 304-436-8708 HEALTH AND HUMAN RESOURCES WELCH COMMUNITY HOSPITAL 454 MCDOWELL ST WELCH WV 24801 US
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
17	Surgery On Call	12.00000	MO	\$36,500-	\$438,000-

Comm Code	Manufacturer	Specification	Model #
85121503			

Extended Description :
4.1.2.1 Surgery On Call

PROCUREMENT OFFICER - 304-436-8708 HEALTH AND HUMAN RESOURCES WELCH COMMUNITY HOSPITAL 454 MCDOWELL ST WELCH WV24801 US	PROCUREMENT OFFICER - 304-436-8708 HEALTH AND HUMAN RESOURCES WELCH COMMUNITY HOSPITAL 454 MCDOWELL ST WELCH WV 24801 US
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
18	Walk-In Clinic	12.00000	MO	28,000-	\$336,000-

Comm Code	Manufacturer	Specification	Model #
85121503			

Extended Description :

4.1 4.3 Walk-In Clinic

SHIP TO	SHIP TO
PROCUREMENT OFFICER - 304-436-8708 HEALTH AND HUMAN RESOURCES WELCH COMMUNITY HOSPITAL 454 MCDOWELL ST WELCH WV24801 US	PROCUREMENT OFFICER - 304-436-8708 HEALTH AND HUMAN RESOURCES WELCH COMMUNITY HOSPITAL 454 MCDOWELL ST WELCH WV 24801 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
19	Administrative Cost <i>less vendor collections \$1,596,000/yr</i>	12.00000	MO	<i>\$21,000-</i>	<i>\$252,000-</i>

Comm Code	Manufacturer	Specification	Model #
85121503			

Extended Description :

4.1.4.3 Walk-In Clinic



Line	Event	Event Date
1	Technical Questions Due	2016-02-18
	Pre-Bid Meeting	2016-02-16

	Document Phase	Document Description	Page
WEH1600000013	Final	Addendum #2 - Physician Services	10 of 10

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

Purchasing Affidavit

**Vendor Preference
Certificate**

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: Appalachian Mountains Medical, LLC
Authorized Signature: Patricia Keith Date: 3/7/2016

State of West Virginia

County of Fayette, to-wit:

Taken, subscribed, and sworn to before me this 7th day of March, 2016.

My Commission expires December 19, 2022, 20 .



NOTARY PUBLIC Lori A. McKinney
Purchasing Affidavit (Revised 08/01/2015)

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: Appalachian Mountains Medical LLC Signed: Patricia Keith
Date: 3/7/16 Title: President

Instructions to Vendors Submitting Bids

General Terms and Conditions

Certification and Signature Page

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. REVIEW DOCUMENTS THOROUGHLY: The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

2. MANDATORY TERMS: The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

3. PREBID MEETING: The item identified below shall apply to this Solicitation.

A pre-bid meeting will not be held prior to bid opening

A NON-MANDATORY PRE-BID meeting will be held at the following place and time:

A MANDATORY PRE-BID meeting will be held at the following place and time:

Welch Community Hospital
Administrative Conference Room
454 McDowell Street
Welch, WV 24801

February 16, 2016, at 1:00 PM EST

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility

to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. VENDOR QUESTION DEADLINE: Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are nonbinding.

Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: February 18, 2016, at 3:00 PM EST

Submit Questions to: April Battle, Buyer 22
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)
Email: april.e.battle@wv.gov

5. VERBAL COMMUNICATION: Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.

6. BID SUBMISSION: All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile.

The bid delivery address is:
Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division:

SEALED BID: Physician Services
BUYER: April Battle, Buyer 22
SOLICITATION NO.: CRFQ 0506 WEH1600000013
BID OPENING DATE: March 2, 2016
BID OPENING TIME: 1:30 PM EST
FAX NUMBER: (304) 558-3970

In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus _____ convenience copies of each to the Purchasing Division at the address shown above. Submission of a response to a request for proposal is not permitted in wvOASIS. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: (This only applies to CRFP)
 Technical
 Cost

7. BID OPENING: Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time: March 2, 2016, at 1:30 PM EST

Bid Opening Location: Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

8. ADDENDUM ACKNOWLEDGEMENT: Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

9. BID FORMATTING: Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

10. ALTERNATES: Any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

11. EXCEPTIONS AND CLARIFICATIONS: The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

12. COMMUNICATION LIMITATIONS: In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

13. REGISTRATION: Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.

14. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

15. PREFERENCE: Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

17. WAIVER OF MINOR IRREGULARITIES: The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

18. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in wvOASIS can be accessed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately opened and/or viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening if those documents are required with the bid.

19. NON-RESPONSIBLE: The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance.”

20. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”

21. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor’s entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled “confidential,” “proprietary,” “trade secret,” “private,” or labeled with any other claim against public disclosure of the documents, to

include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

Appalachian Mountains Medical, LLC agrees to and has meet all the requirements under Instructions to Vendors Submitting Bids and is elgible to bid on CRFQ 0506 WEH 1600000013.



**Patricia Keith, President
Appalachian Mountains Medical, LLC**



Date

GENERAL TERMS AND CONDITIONS:

- 1. CONTRACTUAL AGREEMENT:** Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.
- 2. DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.
 - 2.1. "Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
 - 2.2. "Bid" or "Proposal"** means the vendors submitted response to this solicitation.
 - 2.3. "Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.
 - 2.4. "Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.
 - 2.5. "Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.
 - 2.6. "Award Document"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.
 - 2.7. "Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
 - 2.8. "State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
 - 2.9. "Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

Term Contract

Initial Contract Term: This Contract becomes effective on _____ and extends for a period of one (1) year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed thirty-six (36) months in total. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ days.

Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days.

Upon completion, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional _____ successive one year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed _____ months in total. Automatic renewal of this Contract is prohibited.

One Time Purchase: The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

Other: See attached.

4. NOTICE TO PROCEED: Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.

5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

Open End Contract: Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

Service: The scope of the service to be provided will be more clearly defined in the specifications included herewith.

Combined Service and Goods: The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

One Time Purchase: This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

6. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.

7. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

8. REQUIRED DOCUMENTS: All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

BID BOND: All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

PERFORMANCE BOND: The apparent successful Vendor shall provide a performance bond in the amount of _____. The performance bond must be received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

LABOR/MATERIAL PAYMENT BOND: The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award. In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

MAINTENANCE BOND: The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

INSURANCE: The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:

Commercial General Liability Insurance: In the amount of \$1,000,000.00 or more.

Builders Risk Insurance: In an amount equal to 100% of the amount of the Contract.

Professional Liability Insurance: In the amount of \$1,000,000.00 or more

The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

WV Physician License

CPR/First Aid card, UPIN, DEA number, Medicaid & Medicare Numbers

BLS, ACLS, PALS, NRP, ATLS certificates for Emergency Room Providers

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.

9. WORKERS' COMPENSATION INSURANCE: The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. LITIGATION BOND: The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.

11. LIQUIDATED DAMAGES: Vendor shall pay liquidated damages in the amount of

4.1.A.12.2 DHHR will impose a \$250 per day fee; 4.1.5.12.6 A rate of 3.5 times the amount owed or \$10,000 whichever is greater, an additional \$100 per day shall be imposed after day 30.

for 4.1.5.12.2 each day vendor fails to allow DHHR access to its records or copies of any specific records; 4.1.5.12.6 failure to provide annual collections report and any amount due the hospital

This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

- 12. ACCEPTANCE:** Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.
- 13. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.
- 14. PAYMENT:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.
- 15. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 16. CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules §§ 148-1-6.1.e.
- 17. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
- 18. APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.
- 19. COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.
- 20. PREVAILING WAGE:** Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage requirements are applicable.
- 21. ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

22. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

23. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

24. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

25. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.

26. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

27. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

28. BANKRUPTCY: In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

29. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it 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/default.html>.

30. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

31. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor 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, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

32. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to 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 Vendor.

33. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

34. PURCHASING CARD ACCEPTANCE: The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

37. PURCHASING AFFIDAVIT: In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.

38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE: This Contract may be utilized by other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

39. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

40. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.requisitions@wv.gov.

41. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.


42. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

Appalachian Mountains Medical, LLC understands and agrees to all items under General Terms and Conditions. Appalachian Mountains Medical, LLC agrees to all requirements listed under the General Terms and Conditions.



Patricia Keith, President
Appalachian Mountains Medical, LLC



Date

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.

Appalachian Mountains Medical, LLC
(Company)

Patricia Keith / Patricia Keith, President
(Authorized Signature) (Representative Name, Title)

304-719-8658 / 304-574-4384 / 3/7/14
(Phone Number) (Fax Number) (Date)

**WV State Government
HIPAA Business
Associate Addendum**

WV STATE GOVERNMENT

HIPAA BUSINESS ASSOCIATE ADDENDUM

This Health Insurance Portability and Accountability Act of 1996 (hereafter, HIPAA) Business Associate Addendum ("Addendum") is made a part of the Agreement ("Agreement") by and between the State of West Virginia ("Agency"), and Business Associate ("Associate"), and is effective as of the date of execution of the Addendum.

The Associate performs certain services on behalf of or for the Agency pursuant to the underlying Agreement that requires the exchange of information including protected health information protected by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended by the American Recovery and Reinvestment Act of 2009 (Pub. L. No. 111-5) (the "HITECH Act"), any associated regulations and the federal regulations published at 45 CFR parts 160 and 164 (sometimes collectively referred to as "HIPAA"). The Agency is a "Covered Entity" as that term is defined in HIPAA, and the parties to the underlying Agreement are entering into this Addendum to establish the responsibilities of both parties regarding HIPAA-covered information and to bring the underlying Agreement into compliance with HIPAA.

Whereas it is desirable, in order to further the continued efficient operations of Agency to disclose to its Associate certain information which may contain confidential individually identifiable health information (hereafter, Protected Health Information or PHI); and

Whereas, it is the desire of both parties that the confidentiality of the PHI disclosed hereunder be maintained and treated in accordance with all applicable laws relating to confidentiality, including the Privacy and Security Rules, the HITECH Act and its associated regulations, and the parties do agree to at all times treat the PHI and interpret this Addendum consistent with that desire.

NOW THEREFORE: the parties agree that in consideration of the mutual promises herein, in the Agreement, and of the exchange of PHI hereunder that:

1. **Definitions.** Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms in the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
 - a. **Agency Procurement Officer** shall mean the appropriate Agency individual listed at: <http://www.state.wv.us/admin/purchase/vrc/agencyli.html>.
 - b. **Agent** shall mean those person(s) who are agent(s) of the Business Associate, in accordance with the Federal common law of agency, as referenced in 45 CFR § 160.402(c).
 - c. **Breach** shall mean the acquisition, access, use or disclosure of protected health information which compromises the security or privacy of such information, except as excluded in the definition of Breach in 45 CFR § 164.402.
 - d. **Business Associate** shall have the meaning given to such term in 45 CFR § 160.103.
 - e. **HITECH Act** shall mean the Health Information Technology for Economic and Clinical Health Act. Public Law No. 111-05. 111th Congress (2009).

- f. **Privacy Rule** means the Standards for Privacy of Individually Identifiable Health Information found at 45 CFR Parts 160 and 164.
- g. **Protected Health Information or PHI** shall have the meaning given to such term in 45 CFR § 160.103, limited to the information created or received by Associate from or on behalf of Agency.
- h. **Security Incident** means any known successful or unsuccessful attempt by an authorized or unauthorized individual to inappropriately use, disclose, modify, access, or destroy any information or interference with system operations in an information system.
- i. **Security Rule** means the Security Standards for the Protection of Electronic Protected Health Information found at 45 CFR Parts 160 and 164.
- j. **Subcontractor** means a person to whom a business associate delegates a function, activity, or service, other than in the capacity of a member of the workforce of such business associate.

2. Permitted Uses and Disclosures.

- a. **PHI Described.** This means PHI created, received, maintained or transmitted on behalf of the Agency by the Associate. This PHI is governed by this Addendum and is limited to the minimum necessary, to complete the tasks or to provide the services associated with the terms of the original Agreement, and is described in Appendix A.
- b. **Purposes.** Except as otherwise limited in this Addendum, Associate may use or disclose the PHI on behalf of, or to provide services to, Agency for the purposes necessary to complete the tasks, or provide the services, associated with, and required by the terms of the original Agreement, or as required by law, if such use or disclosure of the PHI would not violate the Privacy or Security Rules or applicable state law if done by Agency or Associate, or violate the minimum necessary and related Privacy and Security policies and procedures of the Agency. The Associate is directly liable under HIPAA for impermissible uses and disclosures of the PHI it handles on behalf of Agency.
- c. **Further Uses and Disclosures.** Except as otherwise limited in this Addendum, the Associate may disclose PHI to third parties for the purpose of its own proper management and administration, or as required by law, provided that (i) the disclosure is required by law, or (ii) the Associate has obtained from the third party reasonable assurances that the PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party by the Associate; and, (iii) an agreement to notify the Associate and Agency of any instances of which it (the third party) is aware in which the confidentiality of the information has been breached. To the extent practical, the information should be in a limited data set or the minimum necessary information pursuant to 45 CFR § 164.502, or take other measures as necessary to satisfy the Agency's obligations under 45 CFR § 164.502.

3. Obligations of Associate.

- a. **Stated Purposes Only.** The PHI may not be used by the Associate for any purpose other than as stated in this Addendum or as required or permitted by law.
- b. **Limited Disclosure.** The PHI is confidential and will not be disclosed by the Associate other than as stated in this Addendum or as required or permitted by law. Associate is prohibited from directly or indirectly receiving any remuneration in exchange for an individual's PHI unless Agency gives written approval and the individual provides a valid authorization. Associate will refrain from marketing activities that would violate HIPAA, including specifically Section 13406 of the HITECH Act. Associate will report to Agency any use or disclosure of the PHI, including any Security Incident not provided for by this Agreement of which it becomes aware.
- c. **Safeguards.** The Associate will use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of the PHI, except as provided for in this Addendum. This shall include, but not be limited to:
 - i. Limitation of the groups of its workforce and agents, to whom the PHI is disclosed to those reasonably required to accomplish the purposes stated in this Addendum, and the use and disclosure of the minimum PHI necessary or a Limited Data Set;
 - ii. Appropriate notification and training of its workforce and agents in order to protect the PHI from unauthorized use and disclosure;
 - iii. Maintenance of a comprehensive, reasonable and appropriate written PHI privacy and security program that includes administrative, technical and physical safeguards appropriate to the size, nature, scope and complexity of the Associate's operations, in compliance with the Security Rule;
 - iv. In accordance with 45 CFR §§ 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the business associate agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information.
- d. **Compliance With Law.** The Associate will not use or disclose the PHI in a manner in violation of existing law and specifically not in violation of laws relating to confidentiality of PHI, including but not limited to, the Privacy and Security Rules.
- e. **Mitigation.** Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Associate of a use or disclosure of the PHI by Associate in violation of the requirements of this Addendum, and report its mitigation activity back to the Agency.

f. Support of Individual Rights.

- i. Access to PHI.** Associate shall make the PHI maintained by Associate or its agents or subcontractors in Designated Record Sets available to Agency for inspection and copying, and in electronic format, if requested, within ten (10) days of a request by Agency to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR § 164.524 and consistent with Section 13405 of the HITECH Act.
- ii. Amendment of PHI.** Within ten (10) days of receipt of a request from Agency for an amendment of the PHI or a record about an individual contained in a Designated Record Set, Associate or its agents or subcontractors shall make such PHI available to Agency for amendment and incorporate any such amendment to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR § 164.526.
- iii. Accounting Rights.** Within ten (10) days of notice of a request for an accounting of disclosures of the PHI, Associate and its agents or subcontractors shall make available to Agency the documentation required to provide an accounting of disclosures to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR § 164.528 and consistent with Section 13405 of the HITECH Act. Associate agrees to document disclosures of the PHI and information related to such disclosures as would be required for Agency to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528. This should include a process that allows for an accounting to be collected and maintained by Associate and its agents or subcontractors for at least six (6) years from the date of disclosure, or longer if required by state law. At a minimum, such documentation shall include:

 - the date of disclosure;
 - the name of the entity or person who received the PHI, and if known, the address of the entity or person;
 - a brief description of the PHI disclosed; and
 - a brief statement of purposes of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure.
- iv. Request for Restriction.** Under the direction of the Agency, abide by any individual's request to restrict the disclosure of PHI, consistent with the requirements of Section 13405 of the HITECH Act and 45 CFR § 164.522, when the Agency determines to do so (except as required by law) and if the disclosure is to a health plan for payment or health care operations and it pertains to a health care item or service for which the health care provider was paid in full "out-of-pocket."
- v. Immediate Discontinuance of Use or Disclosure.** The Associate will immediately discontinue use or disclosure of Agency PHI pertaining to any individual when so requested by Agency. This includes, but is not limited to, cases in which an individual has withdrawn or modified an authorization to use or disclose PHI.

- g. Retention of PHI.** Notwithstanding section 4.a. of this Addendum, Associate and its subcontractors or agents shall retain all PHI pursuant to state and federal law and shall continue to maintain the PHI required under Section 3.f. of this Addendum for a period of six (6) years after termination of the Agreement, or longer if required under state law.
- h. Agent's, Subcontractor's Compliance.** The Associate shall notify the Agency of all subcontracts and agreements relating to the Agreement, where the subcontractor or agent receives PHI as described in section 2.a. of this Addendum. Such notification shall occur within 30 (thirty) calendar days of the execution of the subcontract and shall be delivered to the Agency Procurement Officer. The Associate will ensure that any of its subcontractors, to whom it provides any of the PHI it receives hereunder, or to whom it provides any PHI which the Associate creates or receives on behalf of the Agency, agree to the restrictions and conditions which apply to the Associate hereunder. The Agency may request copies of downstream subcontracts and agreements to determine whether all restrictions, terms and conditions have been flowed down. Failure to ensure that downstream contracts, subcontracts and agreements contain the required restrictions, terms and conditions may result in termination of the Agreement.
- j. Federal and Agency Access.** The Associate shall make its internal practices, books, and records relating to the use and disclosure of PHI, as well as the PHI, received from, or created or received by the Associate on behalf of the Agency available to the U.S. Secretary of Health and Human Services consistent with 45 CFR § 164.504. The Associate shall also make these records available to Agency, or Agency's contractor, for periodic audit of Associate's compliance with the Privacy and Security Rules. Upon Agency's request, the Associate shall provide proof of compliance with HIPAA and HITECH data privacy/protection guidelines, certification of a secure network and other assurance relative to compliance with the Privacy and Security Rules. This section shall also apply to Associate's subcontractors, if any.
- k. Security.** The Associate shall take all steps necessary to ensure the continuous security of all PHI and data systems containing PHI. In addition, compliance with 74 FR 19006 Guidance Specifying the Technologies and Methodologies That Render PHI Unusable, Unreadable, or Indecipherable to Unauthorized Individuals for Purposes of the Breach Notification Requirements under Section 13402 of Title XIII is required, to the extent practicable. If Associate chooses not to adopt such methodologies as defined in 74 FR 19006 to secure the PHI governed by this Addendum, it must submit such written rationale, including its Security Risk Analysis, to the Agency Procurement Officer for review prior to the execution of the Addendum. This review may take up to ten (10) days.
- l. Notification of Breach.** During the term of this Addendum, the Associate shall notify the Agency and, unless otherwise directed by the Agency in writing, the WV Office of Technology immediately by e-mail or web form upon the discovery of any Breach of unsecured PHI; or within 24 hours by e-mail or web form of any suspected Security Incident, intrusion or unauthorized use or disclosure of PHI in violation of this Agreement and this Addendum, or potential loss of confidential data affecting this Agreement. Notification shall be provided to the Agency Procurement Officer at www.state.wv.us/admin/purchase/vrc/agencyli.htm and,

unless otherwise directed by the Agency in writing, the Office of Technology at incident@wv.gov or <https://apps.wv.gov/ot/ir/Default.aspx>.

The Associate shall immediately investigate such Security Incident, Breach, or unauthorized use or disclosure of PHI or confidential data. Within 72 hours of the discovery, the Associate shall notify the Agency Procurement Officer, and, unless otherwise directed by the Agency in writing, the Office of Technology of: (a) Date of discovery; (b) What data elements were involved and the extent of the data involved in the Breach; (c) A description of the unauthorized persons known or reasonably believed to have improperly used or disclosed PHI or confidential data; (d) A description of where the PHI or confidential data is believed to have been improperly transmitted, sent, or utilized; (e) A description of the probable causes of the improper use or disclosure; and (f) Whether any federal or state laws requiring individual notifications of Breaches are triggered.

Agency will coordinate with Associate to determine additional specific actions that will be required of the Associate for mitigation of the Breach, which may include notification to the individual or other authorities.

All associated costs shall be borne by the Associate. This may include, but not be limited to costs associated with notifying affected individuals.

If the Associate enters into a subcontract relating to the Agreement where the subcontractor or agent receives PHI as described in section 2.a. of this Addendum, all such subcontracts or downstream agreements shall contain the same incident notification requirements as contained herein, with reporting directly to the Agency Procurement Officer. Failure to include such requirement in any subcontract or agreement may result in the Agency's termination of the Agreement.

- m. **Assistance in Litigation or Administrative Proceedings.** The Associate shall make itself and any subcontractors, workforce or agents assisting Associate in the performance of its obligations under this Agreement, available to the Agency at no cost to the Agency to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against the Agency, its officers or employees based upon claimed violations of HIPAA, the HIPAA regulations or other laws relating to security and privacy, which involves inaction or actions by the Associate, except where Associate or its subcontractor, workforce or agent is a named as an adverse party.

4. Addendum Administration.

- a. **Term.** This Addendum shall terminate on termination of the underlying Agreement or on the date the Agency terminates for cause as authorized in paragraph (c) of this Section, whichever is sooner.
- b. **Duties at Termination.** Upon any termination of the underlying Agreement, the Associate shall return or destroy, at the Agency's option, all PHI received from, or created or received by the Associate on behalf of the Agency that the Associate still maintains in any form and retain no copies of such PHI or, if such return or destruction is not feasible, the Associate shall extend the protections of this Addendum to the PHI and limit further uses and disclosures to the purposes that make the return or destruction of the PHI infeasible. This shall also apply to all agents and subcontractors of Associate. The duty of the Associate and its agents

and subcontractors to assist the Agency with any HIPAA required accounting of disclosures survives the termination of the underlying Agreement.

- c. **Termination for Cause.** Associate authorizes termination of this Agreement by Agency, if Agency determines Associate has violated a material term of the Agreement. Agency may, at its sole discretion, allow Associate a reasonable period of time to cure the material breach before termination.
- d. **Judicial or Administrative Proceedings.** The Agency may terminate this Agreement if the Associate is found guilty of a criminal violation of HIPAA. The Agency may terminate this Agreement if a finding or stipulation that the Associate has violated any standard or requirement of HIPAA/HITECH, or other security or privacy laws is made in any administrative or civil proceeding in which the Associate is a party or has been joined. Associate shall be subject to prosecution by the Department of Justice for violations of HIPAA/HITECH and shall be responsible for any and all costs associated with prosecution.
- e. **Survival.** The respective rights and obligations of Associate under this Addendum shall survive the termination of the underlying Agreement.

5. General Provisions/Ownership of PHI.

- a. **Retention of Ownership.** Ownership of the PHI resides with the Agency and is to be returned on demand or destroyed at the Agency's option, at any time, and subject to the restrictions found within section 4.b. above.
- b. **Secondary PHI.** Any data or PHI generated from the PHI disclosed hereunder which would permit identification of an individual must be held confidential and is also the property of Agency.
- c. **Electronic Transmission.** Except as permitted by law or this Addendum, the PHI or any data generated from the PHI which would permit identification of an individual must not be transmitted to another party by electronic or other means for additional uses or disclosures not authorized by this Addendum or to another contractor, or allied agency, or affiliate without prior written approval of Agency.
- d. **No Sales.** Reports or data containing the PHI may not be sold without Agency's or the affected individual's written consent.
- e. **No Third-Party Beneficiaries.** Nothing express or implied in this Addendum is intended to confer, nor shall anything herein confer, upon any person other than Agency, Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.
- f. **Interpretation.** The provisions of this Addendum shall prevail over any provisions in the Agreement that may conflict or appear inconsistent with any provisions in this Addendum. The interpretation of this Addendum shall be made under the laws of the state of West Virginia.
- g. **Amendment.** The parties agree that to the extent necessary to comply with applicable law they will agree to further amend this Addendum.
- h. **Additional Terms and Conditions.** Additional discretionary terms may be included in the release order or change order process.

AGREED:

Appalachian Mountains

Name of Agency: Welch Community Hospital

Name of Associate: Medical, LLC

Signature: _____

Signature: Patrick Keith

Title: C.E.O.

Title: President

Date: _____

Date: 3/7/16

Form - WVBA-012004
Amended 06.28.2013

APPROVED AS TO FORM THIS 26th
DAY OF Jan 20 15
BY Patrick Morrissey
Attorney General

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: Appalachian Mountains Medical, LLC

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.

Provisions Required for Federally Funded Procurements

Provisions Required for Federally Funded Procurements

- 1. Federal Funds:** This purchase is being funded in whole or in part with Federal Funds and is subject to the requirements established in 2 CFR § 200. Pursuant to 2 CFR § 200.317 the provisions of 2 CFR §§ 200.322 and 200.326 are expressly included in this solicitation below and incorporated into any contract resulting from this solicitation by reference.
- 2. 2 CFR §200.322 Procurement of recovered materials:** A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- 3. §200.326 Contract provisions:** Pursuant to the requirements contained in 2 CFR §§ 200.317 and 200.326, the following provisions are included any contract resulting from this solicitation, to the extent that the provisions are applicable.

(A) At a minimum, the administrative, contractual, or legal remedies contained in W. Va. CSR § 148-1-5 and the applicable definitions contained in W. Va. CSR § 148-1-2 apply to any contract resulting from this solicitation in instances where contractors violate or breach contract terms for contracts for more than the simplified acquisition threshold currently set at \$150,000 (which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908),.

West Virginia Code of State Rules § 148-1-5 states:

§ 148-1-5. Remedies.

5.1. The Director may require that the spending unit attempt to resolve any issues that it may have with the vendor prior to pursuing a remedy contained herein. The spending unit must document any resolution efforts and provide copies of those documents to the Purchasing Division.

5.2. Contract Cancellation.

5.2.a. Cancellation. The Director may cancel a purchase or contract immediately under any one of the following conditions including, but not limited to:

5.2.a.1. The vendor agrees to the cancellation;

5.2.a.2. The vendor has obtained the contract by fraud, collusion, conspiracy, or is in conflict with any statutory or constitutional provision of the State of West Virginia;

5.2.a.3. Failure to honor any contractual term or condition or to honor standard commercial practices;

5.2.a.4. The existence of an organizational conflict of interest is identified;

5.2.a.5. Funds are not appropriated or an appropriation is discontinued by the legislature for the acquisition.

5.2.a.6. Violation of any federal, state, or local law, regulation, or ordinance.

5.2.b. The Director may cancel a purchase or contract for any reason or no reason, upon providing the vendor with 30 days' notice of the cancellation.

5.2.c. Opportunity to Cure. In the event that a vendor fails to honor any contractual term or condition, or violates any provision of federal, state, or local law, regulation, or ordinance, the Director may request that the vendor remedy the contract breach or legal violation within a time frame the Director determines to be appropriate. If the vendor fails to remedy the contract breach or legal violation or the Director determines, at his or her sole discretion, that such a request is unlikely to yield a satisfactory result, then he or she may cancel immediately without providing the vendor an opportunity to perform a remedy.

5.2.d. Re-Award. The Director may award the cancelled contract to the next lowest responsible bidder (or next highest scoring bidder if best value procurement) without a subsequent solicitation if the following conditions are met:

5.2.d.1. The next lowest responsible bidder (or next highest scoring bidder if best value procurement) is able to perform at the price contained in its original bid submission, and

5.2.d.2. The contract is an open-end contract, a one-time purchase contract, or a contract for work which has not yet commenced.

Award to the next lowest responsible bidder (or next highest scoring bidder if best value procurement) will not be an option if the vendor's failure has in any way increased or significantly changed the scope of the original contract. The vendor failing to honor contractual and legal obligations is responsible for any increase in cost the state incurs as a result of the re-award.

5.3. Non-Responsible. If the Director believes that a vendor may be non-responsible, the Director may request that a vendor or spending unit provide evidence that the vendor either does or does not have the capability to fully perform the contract requirements, and the integrity and reliability necessary to assure good faith performance. If the Director determines that the vendor is non-responsible, the Director shall reject that vendor's bid and shall not award the contract to that vendor. A determination of non-responsibility must be evaluated on a case-by-case basis and can only be made after the vendor in question has submitted a bid. A determination of non-responsibility will only extend to the contract for which the vendor has submitted a bid and does not operate as a bar against submitting future bids.

5.4. Suspension.

5.4.a. The Director may suspend, for a period not to exceed one (1) year, the right of a vendor to bid on procurements issued by the Purchasing Division or any state spending unit under its authority if:

5.4.a.1. The vendor has exhibited a pattern of submitting bids and then requesting that its bid be withdrawn after bids have been publicly opened. For purposes of this provision, a pattern is two or more instances in any 12 month period.

5.4.a.2. The vendor has exhibited a pattern of poor performance in fulfilling his or her contractual obligations to the State. Poor performance includes, but is not limited to, two or more instances of any of the following: violations of law, regulation, or ordinance; failure to deliver timely; failure to deliver quantities ordered; poor performance reports; and failure to deliver commodities, services, or printing at the quality level required by the contract.

5.4.a.3. The vendor has breached a contract issued by the Purchasing Division or any state spending unit under its authority and refuses to remedy that breach.

5.4.a.4. The vendor's actions have given rise to one or more of the grounds for debarment listed in section 5A-3-33d.

5.4.b. Vendor suspension for the reasons listed in section 5.4 above shall occur as follows:

5.4.b.1. Upon a determination by the Director that a suspension is warranted, the Director will serve a notice of suspension to the vendor.

5.4.b.2. A notice of suspension must inform the vendor:

5.4.b.2.A. Of the grounds for the suspension;

5.4.b.2.B. Of the duration of the suspension;

5.4.b.2.C. Of the right to request a hearing contesting the suspension;

5.4.b.2.D. That a request for a hearing must be served on the Director no later than five (5) working days of the vendor's receipt of the notice of suspension;

5.4.b.2.E. That the vendor's failure to request a hearing no later than five (5) working days of the receipt of the notice of suspension will be deemed a waiver of the right to a hearing and result in the automatic enforcement of the suspension without further notice or an opportunity to respond; and

5.4.b.2.F. That a request for a hearing must include an explanation of why the vendor believes the Director's asserted grounds for suspension do not apply and why the vendor should not be suspended.

5.4.b.3. A vendor's failure to serve a request for hearing on the Director no later than five (5) working days of the vendor's receipt of the notice of suspension will be deemed a waiver of the right to a hearing and may result in the automatic enforcement of the suspension without further notice or an opportunity to respond.
5.4.b.4. A vendor who files a timely request for hearing but nevertheless fails to provide an explanation of why the asserted grounds for suspension are inapplicable or should not result in a suspension, may result in a denial of the vendor's hearing request.

5.4.b.5. Within five (5) working days of receiving the vendor's request for a hearing, the Director will serve on the vendor a notice of hearing that includes the date, time and place of the hearing.

5.4.b.6. The hearing will be recorded and an official record prepared. Within ten (10) working days of the conclusion of the hearing, the Director will issue and serve on the vendor, a written decision either confirming or reversing the suspension.

5.4.c. A vendor may appeal a decision of the Director to the Secretary of Administration. The appeal must be in writing and served on the Secretary no later than five (5) working days of receipt of the Director's decision.

5.4.d. The Secretary, or his or her designee, will schedule an appeal hearing and serve on the vendor, a notice of hearing that includes the date, time and place of the hearing. The appeal hearing will be recorded and an official record prepared. Within ten (10) working days of the conclusion of the appeal hearing, the Secretary will issue and serve on the vendor a written decision either confirming or reversing the suspension.

5.4.e. Any notice or service related to suspension actions or proceedings must be provided by certified mail, return receipt requested.

5.5. Vendor Debarment. The Director may debar a vendor on the basis of one or more of the grounds for debarment contained in West Virginia Code § 5A-3-33d or if the vendor has been declared ineligible to participate in procurement related activities under federal laws and regulation.

5.5.a. Debarment proceedings shall be conducted in accordance with West Virginia Code § 5A-3-33e and these rules. A vendor that has received notice of the proposed debarment by certified mail, return receipt requested, must respond to the proposed debarment within 30 working days after receipt of notice or the debarment will be instituted without further notice. A vendor is deemed to have received notice, notwithstanding the vendor's failure to accept the certified mail, if the letter is addressed to the vendor at its last known address. After considering the matter and reaching a decision, the Director shall notify the vendor of his or her decision by certified mail, return receipt requested.

5.5.b. Any vendor, other than a vendor prohibited from participating in federal procurement, undergoing debarment proceedings is permitted to continue participating in the state's procurement process until a final debarment decision has been reached. Any contract that a debarred vendor obtains prior to a final debarment decision shall remain in effect for the current term, but may not be extended or renewed. Notwithstanding the foregoing, the Director may cancel a contract held by a debarred vendor if the Director determines, in his or her sole discretion, that doing so is in the best interest of the State. A vendor prohibited from participating in federal procurement will not be permitted to participate in the state's procurement process during debarment proceedings.

5.5.c. If the Director's final debarment decision is that debarment is warranted and notice of the final debarment decision is mailed, the Purchasing Division shall reject any bid submitted by the debarred vendor,

including any bid submitted prior to the final debarment decision if that bid has not yet been accepted and a contract consummated. 5.5.d. Pursuant to West Virginia Code section 5A-3-33e(e), the length of the debarment period will be specified in the debarment decision and will be for a period of time that the Director finds necessary and proper to protect the public from an irresponsible vendor.

5.5.e. List of Debarred Vendors. The Director shall maintain and publicly post a list of debarred vendors on the Purchasing Division's website.

5.6. Damages.

5.6.a. A vendor who fails to perform as required under a contract shall be liable for actual damages and costs incurred by the state.

5.6.b. If any commodities delivered under a contract have been used or consumed by a spending unit and on testing the commodities are found not to comply with specifications, no payment may be approved by the Spending Unit for the merchandise until the amount of actual damages incurred has been determined.

5.6.c. The Spending Unit shall seek to collect damages by following the procedures established by the Office of the Attorney General for the collection of delinquent obligations.

(B) At a minimum, the termination for cause and for convenience provisions contained in W. Va. CSR § 148-1-5.2 and the applicable definitions contained in W. Va. CSR § 148-1-2 apply to any contract in excess of \$10,000 resulting from this solicitation.

West Virginia Code of State Rules § 148-1-5.2 states:

5.2. Contract Cancellation.

5.2.a. Cancellation. The Director may cancel a purchase or contract immediately under any one of the following conditions including, but not limited to:

5.2.a.1. The vendor agrees to the cancellation;

5.2.a.2. The vendor has obtained the contract by fraud, collusion, conspiracy, or is in conflict with any statutory or constitutional provision of the State of West Virginia;

5.2.a.3. Failure to honor any contractual term or condition or to honor standard commercial practices;

5.2.a.4. The existence of an organizational conflict of interest is identified;

5.2.a.5. Funds are not appropriated or an appropriation is discontinued by the legislature for the acquisition.

5.2.a.6. Violation of any federal, state, or local law, regulation, or ordinance.

5.2.b. The Director may cancel a purchase or contract for any reason or no reason, upon providing the vendor with 30 days' notice of the cancellation.

5.2.c. **Opportunity to Cure.** In the event that a vendor fails to honor any contractual term or condition, or violates any provision of federal, state, or local law, regulation, or ordinance, the Director may request that the vendor remedy the contract breach or legal violation within a time frame the Director determines to be appropriate. If the vendor fails to remedy the contract breach or legal violation or the Director determines, at his or her sole discretion, that such a request is unlikely to yield a satisfactory result, then he or she may cancel immediately without providing the vendor an opportunity to perform a remedy.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "**federally assisted construction contract**" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

41 CFR § 60-1.3 defines "Federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

Accordingly, to the extent that this contract meets the definition of a "federally assisted construction contract" under 41 CFR Part 60-1.3, the following clause is included:

41 CFR 60-1.4 - Equal opportunity clause. (b) *Federally assisted construction contracts.*

In accordance with the requirements of described above, and except as otherwise provided in the applicable regulations, the following language is hereby incorporated into any contract resulting from this solicitation involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however,* That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may

request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

(D) Davis-Bacon Act, as amended (40 U.S.C.3141–3148). Any construction contract resulting from this solicitation hereby requires compliance with the Davis-Bacon Act (40 U.S.C.3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor

Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors are required to pay wages not less than once a week.

Any construction contract resulting from this solicitation hereby requires compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient are prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, any contract resulting from this solicitation in excess of \$100,000 that involve the employment of mechanics or laborers hereby requires compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

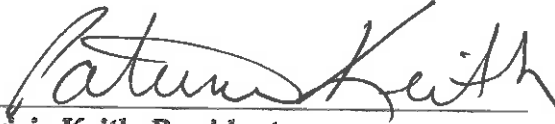
(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended— Any contract resulting from this solicitation in excess of \$150,000 hereby requires compliance with all applicable standards, orders or regulations issued pursuant to the **Clean Air Act (42 U.S.C. 7401–7671q)** and the **Federal Water Pollution Control Act as amended (33 U.S.C.1251–1387).**

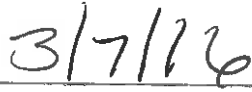
(H) Debarment and Suspension (Executive Orders 12549 and 12689)— Any contract resulting from this solicitation will not be awarded to parties listed on the government wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.”

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)— Any contract resulting from this solicitation requires compliance with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

**Appalachian Mountains Medical, LLC acknowledges and will adhere to Attachment 1-
Provisions Required for Federally Funded Procurements.**



**Patricia Keith, President
Appalachian Mountains Medical, LLC**



Date