



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

Request for Quotation

RFQ NUMBER
WEH12002

PAGE
1

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

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

HEALTH AND HUMAN RESOURCES
 WELCH COMMUNITY HOSPITAL

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

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

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

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
----- ADDENDUM NO. 1 -----						
THIS ADDENDUM IS ISSUED TO ADDRESS THE QUESTIONS RECEIVED PRIOR TO THE QUESTION SUBMISSION DEADLINE OF 08/16/2011.						
0001		YR		948-74		
	1			CONTRACT FOR HEALTH CARE PROVIDER SERVICES		
				EXHIBIT 10		
				REQUISITION NO.: WEH12002		
				ADDENDUM ACKNOWLEDGEMENT		
				I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.		
				ADDENDUM NO.'S:		
				NO. 1		
				NO. 2		
				NO. 3		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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

GENERAL TERMS & CONDITIONS

REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

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

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

INSTRUCTIONS TO BIDDERS

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



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

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
	NO. 4					
	NO. 5					
<p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p> <p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p>..... SIGNATURE</p> <p>..... COMPANY</p> <p>..... DATE</p> <p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.</p> <p>----- END OF ADDENDUM NO. 1 -----</p>						

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WEH12002
Addendum #1

Q.1. On page 6 of the RFQ under Background it shows 17,850 clinic patients. What clinics are included in this number? Does it include Pediatrics, Internal Medicine, Walk-In Clinic, OB/GYN and surgery? Can we have a breakdown of numbers for each clinic. Since we are reimbursed by the hospital/state by the number of patients we see in the RHCCs that we staff we need to confirm this number. Our records over the current contract has our clinic patient census at around 13,500 for Pediatrics, Internal Medicine and Walk-In clinic.

A. 1. Total visits for all clinics were 17,850 (Pediatrics, Internal Medicine, Walk-In, OB/GYN and Surgical). Breakdown is as follows:

Pediatrics-2,462

Internal Medicine-2,483

Walk-In-8,778

OB/GYN-2,056

Surgical-2,071

Q. 2. On page 8, under Pathology Department the RFQ details 40 hours/week for Pathology. We currently provide .75 FTE (30 hours/week). Can you please confirm that it is the hospital's intention to increase these hours to 40/week.

A. 2. Yes, based on the vendors current practice of providing and billing the facility for 40 hours per week Pathologist coverage, it is the hospital's intention to have this staffed at 40 hours per week.

Q. 3. On page 9, under Pediatric Clinic can you please explain the possible need for a mid-level provider in addition to the pediatrician in this department. The Rural Health Care Clinics are owned by the hospital/State and we would look to them to provide the midlevel staffing requirements at time of contract. We need to confirm the staffing so that we can cost appropriately. We understand that the rules for RHCCs can change and that if later on staffing increases are needed we would address those at such time.

A. 3. If physician hour's increase then there may be a need to increase mid-level staffing by the selected vendor to meet the Rural Health Clinic Act requirements.

Q. 4. On page 10, under clinic operations it states the vendor shall adjust invoice for any additional days the clinics are closed to reflect actual hours – does this mean that if we mutually agree with the hospital to reduced hours that effects the nursing and provider staffing that it is expected that we adjust our invoice as if we did not provide contracted hours and reduce our invoice for those hours?

- A. 4. Yes, as it is in the current contract period the vendor must adjust hours and reduce their invoice for those hours not worked.**
- Q. 5. On page 20, the cost sheet it does not list a bill rate for the RHCC visits. In the past this amount has been given to us based upon current reimbursement the hospital is receiving. Can you provide us with the bill rate or should we continue to use the current rate of \$83/patient visit.
- A. 5. It is not the facilities position to set the rate the vendor would charge per RHC visit as this would impact the competitive bid process. It is up to each vendor to determine the amount that would be invoiced for this service.**
- Q. 6. On page 20, the cost sheet is estimating monthly RHCC visits at 1,550/month or 18,600 annually. We currently are seeing around 13,500 patient visits per year. We do not expect to see an increase of over 5,000 visits per year and would like some clarification on how to reconcile this difference. Are we allowed to change this number to more correctly represent our current and projected volumes?
- A. 6. No, the amount of 1,550/month or 18,600 annual RHC visits is an estimated value only. Estimated volumes will remain and all vendors will be bidding on the same estimated projections.**
- Q. 7. On page 21, second page of the cost report it does not include a line for billing cost. Does the State simply want us to include cost of billing in with the administrative fee or should we add a line item for this amount so the State can have this detail as it has requested in the past?
- A. 7. Vendors should complete the cost sheet with only the amounts that are asked. The total amount will reflect the amount to be paid to the vendor over the duration of the annual contract.**
- Q. 8. On page 21, second page of the cost report we need some clarification on how to reconcile the cost summary. The total annual clinic fees (C) is informative only, since these actual cost are already included in physician salary and malpractice (A&B). We have had confusion with this in our current contract and want to make sure we understand how you want this handled so that it we be clear to everyone.
- A. 8. See A.7.**