



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
WEH12121

PAGE
1

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
02/21/2012				

BID OPENING DATE: 03/22/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	12	MN	948-42			
CHIEF OF STAFF SERVICES FOR WELCH COMMUNITY HOSPITAL TO PROVIDE CHIEF OF STAFF SERVICES FOR WELCH COMMUNITY HOSPITAL PER THE ATTACHED SPECIFICATIONS. EXHIBIT 3 LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AWARD..... AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE. UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT. RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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

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

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

INSTRUCTIONS TO BIDDERS

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



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<p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 04/11/2001</p> <p>INQUIRIES: WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON 3/6/2012. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR E-MAIL. IN ORDER TO ASSURE THAT NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, E-MAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO:</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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ROBERTA WAGNER DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25311 FAX: 304-558-4115 E-MAIL: ROBERTA.A.WAGNER@WV.GOV VENDOR PREFERENCE CERTIFICATE THIS TEAM EXHIBIT HAS BEEN REPLACED BY THE ONLINE VERSION WHICH IS AVAILABLE HERE: HTTP://WWW.STATE.WV.US/ADMIN/PURCHASE/VRC/VENPREF.PDF NOTICE A SIGNED BID MUST BE SUBMITTED TO: DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130 PLEASE NOTE: A CONVENIENCE COPY WOULD BE APPRECIATED. THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:						

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SEALED BID						
BUYER:-----RW/FILE 22-----						
RFQ. NO.:-----WEH12121-----						
BID OPENING DATE:--3/22/2012-----						
BID OPENING TIME:-----1:30 PM-----						
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						

CONTACT PERSON (PLEASE PRINT CLEARLY):						

ANY INDIVIDUAL SIGNING THIS BID IS CERTIFYING THAT: (1) HE OR SHE IS AUTHORIZED BY THE BIDDER TO EXECUTE THE BID OR ANY DOCUMENTS RELATED THERETO ON BEHALF OF THE BIDDER, (2) THAT HE OR SHE IS AUTHORIZED TO BIND THE BIDDER IN A CONTRACTUAL RELATIONSHIP, AND (3) THAT THE BIDDER HAS PROPERLY REGISTERED WITH ANY STATE AGENCIES THAT MAY REQUIRE REGISTRATION.						

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***** THIS IS THE END OF RFQ WEH12121 ***** TOTAL:						

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**REQUEST FOR QUOTATION
WELCH COMMUNITY HOSPITAL
RFQ # WEH12121
GENERAL INFORMATION**

Purpose:

The Acquisition and Contract Administration Section of the Purchasing Division "State on behalf of the West Virginia Department of Health and Human Resources, Bureau of Behavioral Health and Health Facilities "Agency" is soliciting Quotations for Chief of Staff for Welch Community Hospital.

Location:

Agency is located at Welch Community Hospital, 454 McDowell Street, Welch, WV 24801.

Background:

Welch Community Hospital is a 124 bed hospital, 59 of which are Long Term care beds. Acute care beds include: 8 Intensive care beds; 2 pediatric beds; 10 obstetrical beds and 45 medical/surgical beds. The hospital serves several counties in southern West Virginia, including McDowell, Wyoming and Mingo with a total market population of about 83,000.

The following numbers represent the typical utilization encountered by the outpatient service area of Welch Community Hospital for the 2011 fiscal year:

Emergency Room Patients – 9,618
 Observation Visits – 335
 Clinic Patients – 17,805
 Surgeries – 245
 Deliveries – 50
 Laboratory Tests – 638,802
 Radiology – 13,230
 CAT Scans – 3,274
 Ultrasound – 1,262
 Mammography – 611
 Respiratory Tests – 18,736
 Electrocardiograms – 3,434
 Admissions – 713 Including Long Term Care

Outpatient Services Provided Are:

Primary Care and Family Practice in a Certified Rural Health Setting
 Pediatric Clinic

Newborn Care
 Internal Medicine

Surgery

Emergency Room Services

Radiology Services Including:

Diagnostic

CAT Scan

Ultrasound

Mammography

EKG, Cardiac Doppler Studies, Stress Testing and Respiratory Therapy Services

Laboratory Services

PROCUREMENT SPECIFICATIONS

I. General Requirements:

Contractor must be a physician licensed in the State of West Virginia and is willing to provide medical administrative services as Chief of Staff for Welch Community Hospital.

II. Scope of Services

Contractor shall have the following duties and responsibilities under this Agreement:

A. Serve as the Chief of Staff.

1. The Chief of Staff shall serve as Chairman for the Executive Committee, Credentials Committee, and Quality Assurance Committee as well as serve on or chair various other committees.
2. As Chief of Staff, Contractor shall be available for:
 - a. Consultative and administrative issues at all items.
 - b. Two (2) hours per week of scheduled time with the Medical Staff Secretary; and
 - c. Four (4) to six (6) hours per month scheduled for medical staff meeting days which occur on the fourth (4th) Thursday of each month.
3. The Chief of Staff shall manage the medical affairs of the Hospital in cooperation with, and under the direction of the Hospital administration and shall recognize that it is essential that the medical and hospital administration function jointly in a manner that provides high quality medical and hospital care to protect the patient and minimize the liability of the State in providing healthcare.

B. Provide medical administration services to the hospital's medical staff and provide guidance and direction to all physicians with privileges to practice at the Hospital and shall:

1. Be accountable to the Department, through the Hospital Administrator, for the professional activities and quality of medicine in the Hospital.
2. Review monthly shift and standby schedules to provide adequate coverage. These schedules shall be provided to the Hospital administration no later than five (5) working days prior to the beginning of each month.
3. Direct educational programs for the medical staff nurses, paramedical personnel and attending physicians as appropriate and necessary.
4. Define and delineate Medical Staff policies, standards and functions with the aid of nursing, administration, and medical staff committees.
5. Consult in planning, organizing, and managing space, facilities, and equipment utilized by the medical staff.
6. Shall attend and participate in regular meetings of the medical staff to include Medical Executive Committee, Utilization Review Committee, Long Term Care Committee, Governing Body Meeting and various other meetings as deemed necessary by Administration.
7. Participate in and direct medical care in the Hospital's disaster planning and exercises.

8. Provide input to administration, based on participation in community activities on behalf of the Hospital, regarding community needs for medical care.
9. Direct and participate in medical staff quality assurance activities as required by JCAHO and other regulatory agencies, as appropriate.
10. Strive to improve medical health care delivery.
11. Orient new physician staff members to the medical staff as appropriate.
12. Establish a methodology for dealing with patient complaints and staff conflicts.
13. Establish and develop a medical audit program for evaluation of medical care rendered by the medical staff.
14. Consult with professional and subordinate medical staff and students concerning prescribed medical and treatment areas requiring improvement in the medical program.
15. Prescribe and direct various therapy activities.
16. Promote good health practices and advise local personnel on problems.
17. Assist the Hospital in obtaining and maintaining all proper licenses and accreditations.
18. Actively participate in various other medical staff activities and responsibilities, including teaching and attendance at required meetings.

C. Professional Practice, in his/her professional practice, Contractor shall:

1. Maintain professional qualifications, competency and licensure, including a current narcotics number.
2. Apply for, receive and maintain medical staff and appoint clinical privileges.
3. Refer patients who are outside the scope of practice to other physicians at the Hospital, or when the medical needs cannot be met by Hospital physicians, or other appropriate referral.
4. Follow-up, for continued medical care, for all patients seen and registered as Hospital patients. Patients will not be referred to Contractor's private offices for follow-up care, provided, however, that those patients referred to the hospital for consultation/treatment services by non-contracting Hospital physicians may be referred to the attending physician for follow-up services or care following consultation/treatment.
5. Perform services that the Hospital is obligated to provide, including, but not limited to:
 - a. Medical exams.
 - b. Inmate exams.
 - c. Substance abuse exams and treatment.
 - d. School physicals.
 - e. Employee health physicals and programs.
 - f. Shelter Care.
 - g. Continuing medical education.

6. Participate in Hospital's medical staff organization as described in the Hospital's "By-Laws of the Medical Staff", incorporated herein by reference. By-laws are provided to every physician on staff and are available upon request at the Administrator's office.

III. Payment

A. The Contractor shall submit invoices, in arrears, to the Facility at the address on the face of the purchase order labeled "Invoice To" pursuant to the terms of the contract. Payment will be made in arrears monthly for medical/administration services.

B. The Contractor shall submit a signed and dated time sheet stating time spent for Chief of Staff duties monthly. The time sheet shall be submitted to the Hospital Administrator by the fifth (5th) of the following month. The time sheet shall include:

1. Date.
2. Time spent (hours and/or minutes).
3. Description of services rendered.

There must be a minimum of twenty (20) hours per month spent on Chief of Staff duties. Any month with less than twenty (20) hours worked, will be prorated hourly.

IV. Independent Contactor Status

In the performance of the work, duties and obligations under this Contract, it is mutually understood and agreed upon that the Contractor is at all times acting and performing as an independent contractor and no principal-agent or employer-employee relationship is contemplated by the parties to this Agreement. The vendor shall provide evidence of insurance to include Medical malpractice, Worker's comp and general liability coverage. This coverage maybe on a group basis. The Hospital shall neither have nor exercise any control or direction over the methods by which Contractor or physician employees under his control perform their work. The sole interest and responsibility of the Hospital is to ensure the services offered by the Department covered by this Contract shall be performed and rendered in a competent, efficient and satisfactory manner. All Standards of medical practice and professional duties of the Contractor shall be determined by the medical staff of the Hospital. All applicable provisions of law and other rules and regulations of any and all governmental authorities relating to licensure and regulatory of physicians and hospitals and to the operation of the department shall be fully adhered to by all parties hereto. In addition, the parties shall also operate and conduct the department in accordance with the standards and recommendations of the Joint commission on Accreditation of Hospitals, the bylaws of the Hospital, and the bylaws, rules and regulation of the medical staff as may be in effect from time to time. The provisions of this Agreement shall not be interpreted to conflict with the intent of the parties that the legal status of the Contractor shall at all times be that of an independent contractor.

V. Term of Contract

This contract shall be for the period of one year with the option of two (2) one (1) year renewals.

**WEH12121 Chief of Staff
COST PROPOSAL**

Quantity	Description	Cost Per Month	Total Annual Cost
12	Monthly Charge for Chief of Staff	\$ _____	\$ _____

Contract will be awarded to the lowest total cost bid meeting specifications.

Vendor Name (Printed)

Vendor Signature Date

Vendor Address

Telephone Fax E-mail

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

EXCEPTION: The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

Under penalty of law for false swearing (*West Virginia Code §61-5-3*), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: _____

Authorized Signature: _____ Date: _____

State of _____

County of _____, to-wit:

Taken, subscribed, and sworn to before me this ____ day of _____, 20__.

My Commission expires _____, 20__.

AFFIX SEAL HERE

NOTARY PUBLIC _____

State of West Virginia **VENDOR PREFERENCE CERTIFICATE**

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

- 1. **Application is made for 2.5% resident vendor preference for the reason checked:**
 Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,
 Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,
 Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; **or**,
- 2. **Application is made for 2.5% resident vendor preference for the reason checked:**
 Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,
- 3. **Application is made for 2.5% resident vendor preference for the reason checked:**
 Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,
- 4. **Application is made for 5% resident vendor preference for the reason checked:**
 Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; **or**,
- 5. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**
 Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; **or**,
- 6. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**
 Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: _____ Signed: _____
Date: _____ Title: _____

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