



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
WEH12130

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
03/20/2012				

BID OPENING DATE: 04/19/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	YR	948-74	THE STATE OF WEST VIRGINIA AND ITS AGENCY THE DEPARTMENT OF HEALTH AND HUMAN RESOURCES (DHHR), BUREAU FOR BEHAVIORAL HEALTH AND HEALTH FACILITIES (BHHF), WELCH COMMUNITY HOSPITAL LOCATED AT 454 MCDOWELL STREET, WELCH, WV 24801, MCDOWELL COUNTY, REQUEST A QUOTE FOR HEALTH CARE PROVIDERS WHO WILL PROVIDE QUALITY SERVICE IN THE AREAS OF SURGERY, ANESTHESIA, RADIOLOGY, PATHOLOGY AND GERIATRICS; RURAL HEALTH CLINIC SERVICES IN THE AREAS OF INTERNAL MEDICINE, WALK-IN CLINIC, PEDIATRICS AND EMERGENCY ROOM SERVICES TO HOSPITAL PATIENTS SERVICED BY WELCH COMMUNITY HOSPITAL.  THIS WAS PREVIOUSLY BID UNDER WEH12002  *****BID OPENING: APRIL 19, 2012 @ 1:30 PM  LOCATION: PURCHASING DIVISION, BUILDING #15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305  CONTRACT FOR HEALTH CARE PROVIDER SERVICES  PER THE ATTACHED SPECIFICATIONS. THE FOLLOWING ATTACHMENTS APPLY TO THIS RFQ: ATTACHMENT V: ACCOUNTS RECEIVABLE POLICY NO. 3501 PATIENT ACCOUNT MANAGEMENT ATTACHMENT I: INDIGENT CARE ALLOWANCE GUIDELINES ATTACHMENT III: ELIGIBILITY WORKSHEETS		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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EXHIBIT 3						
LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE UPON 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 BY THE STATE OF WEST VIRGINIA, ITS AGENCIES, OR POLITICAL SUBDIVISIONS, THE TERMS, CONDITIONS, AND PRICING SET FORTH 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						
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.						
NOTICE						
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**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](http://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.

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**INSTRUCTIONS TO BIDDERS**

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



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 Department of Administration  
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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION            PURCHASING DIVISION            BUILDING 15            2019 WASHINGTON STREET, EAST            CHARLESTON, WV 25305-0130</p> <p>***A COURTESY COPY WOULD BE APPRECIATED.</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: ROBERTA WAGNER/FILE 22</p> <p>RFQ. NO.: WEH12130</p> <p>BID OPENING DATE: APRIL 19, 2012</p> <p>BID OPENING TIME: 1:30 PM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p>-----</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY):</p> <p>-----</p>						

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<p>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.</p> <p>EXHIBIT 4</p> <p>LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES IN THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEND TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA. IF THE VENDOR DOES NOT WISH TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST CLEARLY INDICATE SUCH REFUSAL IN HIS BID. SUCH REFUSAL SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY MANNER.</p> <p>REV. 3/88</p> <p>INQUIRIES:          WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON 04/03/2012. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR E-MAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, E-MAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO:           ROBERTA WAGNER          DEPARTMENT OF ADMINISTRATION          PURCHASING DIVISION</p>						

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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				2019 WASHINGTON STREET, EAST CHARLESTON, WV 25311  FAX: (304) 558-4115 E-MAIL: ROBERTA.A.WAGNER@WV.GOV		
***** THIS IS THE END OF RFQ WEH12130 ***** TOTAL:						_____

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**REQUEST FOR QUOTATION**  
State of West Virginia  
Department of Health and Human Resources  
Bureau for Behavioral Health and Health Facilities  
Welch Community Hospital  
RFQ #WEH12130

**Purpose:**

The Acquisition and Contract Administration Section of the Purchasing Division "State" for the Department of Health and Human Resources, Bureau for Behavioral Health Facilities, Welch Community Hospital, "Agency" is soliciting Quotations to certain health care provider services for Welch Community Hospital, WHEREAS, Welch Community Hospital is an acute care hospital operated by DHHR. Located in Welch, McDowell County, West Virginia, the hospital serves a designated medically under-served region of the State of West Virginia. DHHR has a statutory duty to operate Welch Community Hospital. In order to fulfill that duty, DHHR seeks a contractor to who will provide quality: (1) specialty services in the areas of surgery, anesthesia, radiology, pathology and geriatrics; (2) rural health clinic services in the areas of internal medicine, walk-in clinic, and pediatrics; and (3) emergency room services to Hospital's patients.

**Project:**

The mission or purpose of this project is to provide services in the area of emergency department care, surgery, anesthesia, radiology, pathology, geriatrics and the rural health care areas of internal medicine, walk-in clinic and pediatrics.

**Location:**

Facility is located in McDowell County at Welch Community Hospital, 454 McDowell Street, Welch, WV 24801.

**Background:**

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

**Volume of Patient Services:**

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

MRI

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

Laboratory Services

#### Article I           VENDOR RESPONSIBILITIES

- A. General Service Requirements:** Vendor shall recruit, supervise and compensate health care providers, pursuant to the terms of this contract, to meet the coverage and on-call needs of Welch Community Hospital for the services set forth more specifically below. It shall be the Vendor's continuous responsibility to monitor the service requirements and to adjust coverage accordingly. Vendor's medical staff must provide service to all patients who present themselves to all hospital departments or clinics regardless of their ability to pay for treatment and services. Vendor shall also require its physicians to actively participate in the Hospital's medical staff organizations. At all times, the duty to manage the hospital and its clinics and departments shall remain with the Hospital administrator and DHHR. References herein to Hospital decision-making shall refer only to Hospital Administrator, Bureau Commissioner and/or the Secretary of DHHR.

Furthermore, 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.

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.

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.

- B. Specialty Services:**



1. **Surgery Clinic:** The Surgery Clinic physicians shall provide consultations, lab review, and 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.
2. **Anesthesia Department:** The Anesthesia Department shall be staffed with at least one full time Certified Registered Nurse Anesthetist (CRNA). Vendor shall provide coverage for daily elective surgeries and continuous on-call coverage. Anesthesia Department shall be trained in and provide epidural anesthesia for OB/GYN patients (and others). It is the HOSPITAL's expectation that epidurals will be provided anytime they are ordered by a physician. The anesthesia provider shall remain within the facility any time a patient is actively laboring; is being induced to labor; or has an epidural anesthetic being given. Vendor shall provide appropriate oversight for all CRNA services and quality assurance to perform reviews and risk management. VENDOR shall specifically set forth the hours to be worked by the physician performing this function and the reimbursement methodology and cost for these services. An anesthesiologist will be made available for reviews on risk management as requested by CRNA's, surgical staff or administration.
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. Optional: the VENDOR may offer coverage plans to include the use of electronic reading and interpretations for weekend and off-business hour coverage. If the use of electronic coverage produces a cost savings to the HOSPITAL (when compared to on-site coverage) this should be delineated in the VENDOR'S bid.
4. **Pathology Department:** The Pathology Department shall be staffed with a pathologist responsible for daily department duties of lab supervisor as defined by 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 (CLIA, OHFLAC, 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. The hours to be determined by the facility. For CLIA requirements go to: <http://www.wvdhhr.org/labservices/compliance/cliaindex.cfm>
5. **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 and performing physicals for new residents within 72 hours of admittance. VENDOR shall ensure that the Long-term Care Unit is staffed to ensure that the Long-term Care Unit may continue to meet the designation as a Long-term Care Unit. If the federal or state requirements for the maintenance of this designation change, VENDOR shall be required to change the staffing accordingly.

**C. Emergency Services:**

1. **Emergency Department:** The Emergency Department shall be staffed and open 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 Hospital. VENDOR shall not schedule physicians to routinely work more than 12 consecutive hours in any single day. Should it be necessary to schedule physicians more than 12 hours per shift more than twice during any 14-day period, the VENDOR must notify HOSPITAL as soon as possible and preferably in advance. Scheduling any shift(s) in excess of twelve hours should be approved by the HOSPITAL in advance except in emergency situations in which an administrator cannot be contacted.
2. **Hospital 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.

**D. Rural Health Services:**

1. **Rural Health Clinic Act Qualifications:** For internal operating purposes, Hospital has a rural health clinic designated under the Rural Health Clinic Act. The designated rural health clinic consists of the clinic on-site at the Hospital and includes the Internal Medicine Clinic, the Walk-in Clinic and the Pediatric Clinic. VENDOR shall ensure that at least fifty percent (50%) of the weekly coverage of the rural health clinic is staffed with a mid-level practitioner in order that the Hospital's clinics may continue to meet the designation as rural health clinics. If the federal requirements for the maintenance of this designation change, VENDOR shall be required to change the mid-level staffing accordingly.
2. **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.
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.
4. **Pediatric Clinic:** The Pediatric Clinic shall be open Monday through Saturday, 10 hours per day. The hours of operation will be determined by the Hospital. Pediatric health care providers shall be available for Emergency Room and in-patient consultations, obstetrical deliveries coverage and newborn care. Minimum daily staffing shall include at least one physician. In order that the hospital may qualify under the Rural Health Clinic Act, VENDOR will provide 50% mid-level coverage only if it is determined necessary. On call coverage is required for after hours on weekdays and weekends.
5. **Modified Hospitalist Program:** VENDOR shall provide one Internal Medicine Physician or other qualified physician with one (1) year Hospitalist program experience, to provide dedicated

inpatient care and discharge planning to patients and residents of the hospital. Coverage of this program will be Monday through Friday at hours to be determined by the HOSPITAL which will equal 40 hours each week. The days and time coverage is provided may change at the HOSPITAL's discretion, to include weekend coverage. This change in coverage days and times is not expected to adjust or extend the total number of physician hours provided under this contract. The physician functioning as the "Hospitalist" shall not hold clinic hours on that same day nor shall they work in the Emergency Room that same day. It is an expectation that patients referred to the hospital as inpatients by outside physicians shall be referred back to their referring doctor for follow up care following their admission and discharge to this facility. The Hospitalist is expected to maintain an ongoing dialogue with referring physicians within the community to discuss ongoing care and condition of their patients on a regular (if not daily) basis and to seek additional referrals to the hospital. The HOSPITAL retains the right to modify or terminate this program at any time during the contract period. On call coverage is required for after hours on weekdays and weekends. This may be provided by the same physician that is providing the Internal Medicine Clinic coverage.

- E. 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.
- F. 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.
- G. 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.
- H. 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.
- I. Clinic Operation:** Except as otherwise specifically provided herein, the hospital clinics shall be closed on the following days:

Memorial Day	Thanksgiving Day
July 4 <sup>th</sup>	Friday Following Thanksgiving
Christmas Eve	Labor Day
Christmas Day	Veteran's Day
New Years 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. The vendor shall adjust their invoice for any additional days the clinics are closed to reflect the actual hours of coverage during that invoice period.

- J. 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.

- K. 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 15<sup>th</sup> of the prior month.
- L. 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; Harper cases; and medical education. VENDOR and Hospital will develop a schedule of physician assignments in order to fulfill these commitments.
- M. Medical Staff Participants:** VENDOR's health care providers will actively participate in hospital leadership roles such as the medical directorship, peer review and community work. VENDOR's physicians will participate in the medical staff organization as described in the hospital's Medical Staff By-Laws and as developed by DHHR. VENDOR's physicians will provide consultation as requested by the other members of the medical staff.
- N. 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. Physicians must 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.
- O. Accreditation and Licensure:** VENDOR and its health care providers will assist the hospital in its efforts to obtain and maintain all proper licenses, certification and accreditation by the Joint Commission on Accreditation of Health Care Organizations (JCAHO) and the Health Care Financing Authority/Office of Health Facilities Licensure and Certification (HCFA/OHFLAC). VENDOR will have available upon request a model of health care provider protocols that assures compliance with standards by JCAHO and HCFA/OHFLAC.
- P. 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).
- Q. 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.

- R. **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.
- S. **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.
- T. **Non-competition clause:** An underlying DHHR objective in providing quality health care services is to promote the ability of patients to develop on-going, long-term relationships with their health care provider; any contract between VENDOR and its health care providers shall not include a non-competition clause enforceable against the health care provider. This provision is adopted to ensure that a health care provider is not forced to leave his/her patients should they decide to leave the VENDOR's employ or because VENDOR's contract with the State and DHHR is terminated or not renewed.
- U. **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.
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.
  2. Notwithstanding the foregoing, DHHR may immediately suspend a health care provider's privileges when, in DHHR's opinion, there is a clear endangerment of employee or patient health, welfare or safety. Such suspension shall continue until VENDOR's recommendations are made to DHHR. IF DHHR does not agree with the recommendations and actions taken by VENDOR, DHHR may elect to utilize the termination provisions contained herein.
  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.

**ARTICLE II. SPECIAL TERMS AND CONDITIONS:**

**A. Bid and Performance Bonds:** Not applicable

**B. Insurance Requirements:**

VENDOR, as an independent contractor, shall be solely liable for the acts and omissions of its employees and agents. Vendor must have Worker’s compensation insurance. VENDOR shall maintain and furnish proof of coverage of liability insurance for loss, damage, or injury (including death) of third parties arising from acts and omissions on the part of VENDOR, its agents and employees in the following amounts:

- 1. For bodily injury (including death): Minimum of \$1,000,000 per occurrence.
- 2. For property damage: Minimum of \$1,000,000 (one million dollars) per occurrence.
- 3. Professional liability: Minimum of \$1,000,000 (one million dollars) per occurrence.

The State of West Virginia shall be named the Certificate Holder.

**C. License Requirements:**

VENDOR at all times shall provide health care providers who are qualified, professional, competent, duly licensed, and physicians must have a current DEA number. VENDOR’S physicians are required to have and maintain a valid and current CPR/First aid card. VENDOR shall provide Medicare numbers, Medicaid numbers, UPIN numbers, and any and all licenses required by VENDOR, its agents and employees.

**D. 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.

**ARTICLE III. GENERAL TERMS AND CODITIONS:**

**A. Conflict of Interest:**

VENDOR affirms that it, its officers or members of employees presently have no interest and shall not acquire any interest, direct or indirect which would conflict or compromise in any manner or degree with the performance of its services hereunder. VENDOR shall periodically inquire of its officers, members and employees concerning such interests. Any such interests discovered shall be promptly presented in detail to DHHR.

**B. 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.

**C. 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.

**D. Vendor Relationship to State and DHHR:**

The relationship of VENDOR to the State will be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by the parties to this contract. As an independent contractor, VENDOR 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 contract. Neither the VENDOR nor any employees or contractors of VENDOR shall be deemed to be employees of the State for any purposes whatsoever.

VENDOR shall be exclusively responsible for payment of his/her employees and agents of 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, and licensing fees, etc. and the filing of all necessary documents, forms and returns pertinent to all of the foregoing.

VENDOR shall not bring any type of legal action and shall hold harmless and provide the State and DHHR with a defense against any and all claims for which the State is held responsible, including but not limited to the foregoing payments, withholdings, contributions, taxes, social security taxes and employer income tax returns.

VENDOR shall not assign, convey, transfer or delegate any of its responsibilities and obligations under any subsequent contract to any person, corporation, partnership, association or entity without expressed written consent of DHHR.

**E. Indemnification:**

VENDOR agrees to indemnify, defend and hold harmless the State and DHHR, 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 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; (3) Any failure of VENDOR, its officers, employees or subcontractors to observe State and Federal laws, including but not limited to labor and wage laws; and (4) Any claims or losses to any person or firm injured or damaged by the erroneous or negligent acts, including without limitation, disregard of federal or State Medicaid and Medicare statutes or regulations of VENDOR, its officers, employees, or subcontractors in the performance of the services required under this contract.

**F. 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.

**G. 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.

**H. Compliance with Laws and Regulations**

1. In addition to the requirements found in Article I – C. above, VENDOR shall procure all necessary permits and licenses to comply with all applicable laws, Federal, State or Municipal Laws, regulations, policies and ordinances. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 fee.

West Virginia Code §21A-2-6 (18) prohibits the State or DHHR from contracting with any vendor not in compliance with Bureau of Employment Program regulations.

VENDOR shall pay any applicable sales, use, or personal property taxes arising out of the contract, the transaction, or the equipment, or services delivered pursuant hereto shall be done by VENDOR. It is clearly understood that the State of West Virginia is exempt from any taxes regarding performance of the scope of work of the resulting contract.

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.

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.



**I. Subcontracts/Joint Ventures:**

VENDOR is solely responsible for all work performed under the contract and shall assume prime contractor responsibility for all services offered and products to be delivered. 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. However, VENDOR shall remain responsible for payment of its employees or subcontractors.

**J. General:**

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. Please see Attachment V. 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.
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 two 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.

**K. General Monthly Reimbursement for Rural Health Clinic Visits:**

1. 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.

**L. VENDOR Cost Reimbursement:**

1. VENDOR will complete one (1) full month of service before invoicing DHHR.
2. DHHR may audit VENDOR to determine its actual costs.
3. Each quarter (three months), VENDOR shall submit a cost reconciliation statement with comments/justifications for reconciliation changes.
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 costs are understated, 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.
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.

6. If, in any month, VENDOR fails to provide DHHR with the services and coverage required, VENDOR shall reduce the monthly billing appropriately. If VENDOR fails to reduce any monthly billing for services and coverage it failed to provide, VENDOR shall agree to pay DHHR, an amount equal to three (3) times the amount of the overcharge. DHHR shall notify VENDOR of its failure to provide services and coverage, reduce its invoice appropriately and provide VENDOR with an opportunity to contest the overcharge determination. At all times, the burden remains with VENDOR to maintain objective documentation to prove it provided all services it is required to provide under the contract and for all services for which it billed DHHR.
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.

**M. Invoices and Progress Payments:**

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.
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.
3. VENDOR will invoice monthly and will provide detailed documentation supporting the invoiced amount. This documentation will include, by department/clinic, each health care provider's signed time record which shall indicate actual work time and on-call hours and a detailed account of VENDOR's health care providers shall maintain accurate time records in addition to using the hospital's time clock to record time-in and time-out of the hospital. VENDOR's invoice shall also document any service or partial service that was not provided pursuant to the terms of the contract and VENDOR shall reduce the invoice appropriately. If there is service or partial service which VENDOR did not provide, the invoice must contain a detailed explanation of the reason such service was not provided.
4. VENDOR shall submit invoices, in arrears, by the 15<sup>th</sup> 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.
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.

**N. Liquidated Damages:**

When VENDOR fails to provide services as set forth in the contract, VENDOR agrees that liquidated damages shall be imposed. The amount of the liquidated damages imposed on VENDOR shall be no greater than the value of the service VENDOR failed to provide as set forth in the VENDOR's contract pricing.

**O. Record Retention (Access & Confidentiality):**

VENDOR shall comply with all applicable federal and State of West Virginia laws, rules, regulations and requirements governing the maintenance of documentation to verify any cost of services or commodities rendered by VENDOR. VENDOR shall maintain such records a minimum of five (5) years from the end of the contract period and make available all records to DHHR personnel at VENDOR's location during normal business hours upon written request by DHHR within ten (10) days after receipt of the request.

VENDOR, its employees and agents shall have access to private and confidential data maintained by Hospital to the extent required for VENDOR to carry out the duties and responsibilities defined in the contract. VENDOR agrees to maintain confidentiality and security of the data made available. VENDOR shall indemnify and hold harmless the State and DHHR against any and all claims, brought by any party, attributed to actions of breach of confidentiality by VENDOR, subcontractors, or individuals permitted access by VENDOR, including legal fees and disbursement paid or incurred to enforce the provision of the contract. VENDOR shall accept responsibility for providing adequate supervision and training to its agents and employees to ensure that confidentiality is maintained. No private or confidential data, maintained or used during the course of the contract period shall be disseminated except as authorized by statute either during the contract period or thereafter.

**P. 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.

**Q. Contract Monitoring, Accounting and Auditing:**

1. VENDOR shall maintain accounting records and supporting documentation relating to the performance of the services to be provided under this contract (see Section O. above). These accounting records shall be maintained in accordance with generally accepted accounting principles. Authorized representatives or agents of the State and DHHR shall have access to the accounting records and documentation, of VENDOR and any subcontractor, upon reasonable notice and at reasonable times during the performance and/or retention period of the contract for purposes of review, analysis, inspection and audit. DHHR and other State and/or federal agencies and their authorized representatives or agents shall have access to all accounting and financial records of any individual, partnership, firm or corporation insofar as they relate to transactions connected with this contract.
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 refused DHHR access to its records or copies of any specific record, DHHR will impose a \$250.00 per day fine.

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. 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.
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 subcontractee 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.

**R. 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.

**S. Health Insurance Portability and Accountability Act (HIPAA) of 1996**

The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site: [http://www.state.wv.us/admin/purchase/vrc/WvBaaAgApproved\\_20100802.pdf](http://www.state.wv.us/admin/purchase/vrc/WvBaaAgApproved_20100802.pdf) is hereby part of this agreement. All future updates to the BAA will be considered part of this agreement.



**ATTACHMENT V**  
**WEST VIRGINIA**  
**DEPARTMENT OF HEALTH & HUMAN RESOURCES**

**POLICY**

**Accounts Receivable**

**Policy Number 3501**

**Subject: Patient Account Management**

**Issue Date: January 01, 1991**

**Revision No. 1: July 01, 1996**

**Revision No. 2: April 01, 2000**

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**Jonathan D. Boggs, Commissioner**  
**Bureau for Behavioral Health & Health Facilities**

## SECTION 1. GENERAL

0021

### 1.1 PURPOSE

This policy establishes patient account management guidelines for the Department's health care facilities. This policy also provides due consideration regarding indigent patients who lack Medicare, Medicaid, CHAMPUS, VA, private insurance, or other third party coverage.

### 1.2 CANCELLATION

Financial Management Policy 6060, "Patient Charges and Charge Exonerations", November 21, 1984 and amendments thereof.

### 1.3 AUTHORITY

This policy implements West Virginia Code, Chapter 26, Article 11 and Chapter 27, Article 8.

### 1.4 ENFORCEMENT

This policy shall be enforced by the Commissioner, Bureau for Behavioral Health & Health Facilities

### 1.5 EFFECTIVE DATE

Revision 2 of this policy shall become effective on January 01, 1999, superseding Revision 1 July 01, 1998, and the original policy of January 01, 1991.

### 1.6 DEFINITIONS

**BAD DEBT** - An uncollectible account receivable. Bad debts are billed charges, whether partial or full, which are considered uncollectible.

**CERTIFIED FACILITIES** - Those facilities certified as providers under Title XVIII (Medicare) and Title XIX (Medicaid) of the Social Security Act.

**ESSENTIAL ASSETS** - The patient's primary residence and vehicle and other personal property necessary in maintaining his/her home or livelihood.

**FEE SCHEDULE** - A uniform list of charges for inpatient and outpatient medical services.

**FINANCIAL STATEMENT/QUESTIONNAIRE** - A financial document that discloses a patient's financial resources and obligations. The patient financial statement will be used to establish the patient's eligibility for Medicare, Medicaid, other third party benefits, or to compute an indigent care allowance.

**FULL CHARGE RATE** - Uniform patient charges for inpatient and outpatient services based on five (5) broad categories: (1) routine charges, (2) ancillary charges, (3) physician charges, (4) clinic charges, and (5) emergency room charges.

### 3.1.1 ROUTINE SERVICES

- (1) Routine services usually include: room, meals, general nursing care, and other services and supplies for which no separate charge is made. Routine nursing services are billed through the facility's per diem or routine charge rate.
- (2) The routine charge rate is based upon projected costs plus contingency allowances. Projected costs will include: depreciation, utilities, central office, and other indirect expenses attributed to routine nursing services.
- (3) Welch Emergency Hospital's routine charges for acute care will be regulated by the West Virginia Health Care Authority (HCA). The Long Term Care Unit's routine charges will be based upon procedures established by Medicare and Medicaid.

### 3.1.2 ANCILLARY SERVICES

- (1) Ancillary services include: x-ray, laboratory, pharmacy, EKG, EEG, physical therapy, and other such services not included in the routine charge. A separate charge is made for each ancillary service provided to a patient.
- (2) Ancillary charges are based upon projected costs plus contingency allowances. Projected costs will include: depreciation, utilities, central office, and other indirect expenses attributed to the services provided. Ancillary charges of a like kind for inpatient and outpatient services constitute identical charges, i.e., an identical x-ray for an inpatient compared to an outpatient is the same charge.

### 3.1.3 CLINIC SERVICES

- (1) The facilities may elect to establish a separate clinic fee schedule or to include the clinic cost within the physician service charges.
- (2) Clinic services usually include: treatment room usage, nursing care, nursing supplies, and other services provided by the clinic for which no separate charge is made.
- (3) Clinic charges are based upon projected costs plus contingency allowances. Projected costs will include: depreciation, utilities, central office, and other indirect expenses attributed to the services provided.

### 3.1.4 EMERGENCY ROOM SERVICES

## 4.2 CONTRACTUAL ALLOWANCES

Contractual allowances occur when the facility's charge rate is greater than the third party payer's allowable charge rate. Contractual allowances are not classified as a bad debt but are a deduction from revenue.

Example: Office or other outpatient visit (CPT Code: 99212)

Facility Full Charge Rate .....	\$29.00
LESS: Third Party Payer's Allowable Rate .....	<u>27.40</u>
Contractual Allowance .....	\$ 1.60

## 4.3 ADMINISTRATIVE ADJUSTMENTS AND ALLOWANCES

Administrative adjustments and allowances may include partial write-offs where billing and collection cost exceed charges or for extenuating circumstances. Adjustments for extenuating circumstances must be properly documented and approved in advance by the facility administrator.

## SECTION 5. PATIENT BILLING

The patient will be billed for all services performed. The bill will indicate the amounts due from Medicare, Medicaid, private insurance companies and the patient when appropriate. (Welch Emergency Hospital cannot separate on a billing between Medicare, Medicaid, other insurance and the patient.)

### 5.1 MEDICARE AND MEDICAID BILLINGS

The facility will bill Medicare and Medicaid on behalf of the patient. Medicare and Medicaid payments will be accepted as payment in full (Assignment of Benefits). The facility will bill the patient for any non-allowable charges.

### 5.2 PRIVATE INSURANCE BILLINGS

5.2.1 The facility will bill major insurance companies on behalf of the patient. The patient will be billed all deductible, coinsurance, and non-allowable charges as determined by the insurance companies.

5.2.2 The patient will be billed the full charge rate if the facility elects not to bill the patient's insurance companies. An attempt will be made to collect a partial payment when services are rendered or prior to discharge.

### 5.3 PRIVATE OR SELF PAY BILLINGS

Private pay patients will be billed the full charge rate. All adjustments and indigent care allowances will be posted within a reasonable time period. An attempt will be made to collect a partial payment when services are rendered or prior to discharge.

- 6.2.6** Each facility's efforts must be genuine rather than a token gesture. All such efforts must be fully documented in the patient's financial file. This will include copies of the "final" billings, demand letters, documented evidence of patient statements, any other follow-up letters; records of telephone calls and personal contacts or meetings.

## **SECTION 7. BAD DEBTS**

### **7.1 BAD DEBTS - GENERAL**

- 7.1.1** Patient bad debts are amounts considered uncollectible from accounts receivable which were created by providing health care services.
- 7.1.2** Bad debts are recorded as deductions from revenue and not as an expense. Also, bad debts are not to be confused with indigent care or contractual allowances.



**ATTACHMENT I**  
**INDIGENT CARE ALLOWANCE GUIDELINES**

## Attachment I

**B. OUTPATIENT SERVICES**

2.0 State residents receiving OUTPATIENT services at Marion Health Care Hospital or Welch Emergency Hospital may request an indigent care allowance if all of the following conditions are met:

- a. The patient has no private insurance benefits.
- b. The patient does not qualify for Medicare, Medicaid, or other Federal or State health benefits.
- c. The patient's gross income does not exceed the income guidelines within the Department's Sliding Fee Schedule.
- d. The patient has less than \$2,000 of liquid assets. Do not include the cash surrender value of any life insurance policy.
- e. The patient (or the patient's representative) has completed a FINANCIAL DATA QUESTIONNAIRE with supporting documentation within fourteen (14) days of the first visit. The patient may request assistance from the facility's business office in completing the statement.

2.1 If all of the above conditions are met, the patient's share is computed by using the ACUTE CARE and OUTPATIENT WORKSHEET and the following:

- a. The Patient's Share is Zero Percent (0.00%)

The patient will be granted a full indigent care allowance.

- b. The Patient Share is Greater Than Zero Percent

Gross Charge x Sliding Fee Percentage<sup>1</sup> = Patient's Share

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<sup>1</sup>See Attachment IV - Sliding Fee Schedule

**D. INPATIENT - LONG TERM CARE SERVICES**

4.0 State residents receiving **INPATIENT** long term care services may request an indigent care allowance if all of the following conditions are met:

- a. The services provided are not covered by private insurance benefits.
- b. The services provided are not covered by Medicare, Medicaid, or other Federal or State health benefits.
- c. The patient has less than \$2,000 of liquid assets.
- d. The patient must dispose of all nonessential assets if he/she is not reasonably expected to return home.
- e. The patient (or the patient's representative) has completed a **PATIENT FINANCIAL STATEMENT** prior to admission or within fourteen (14) days of an emergency admission. The patient may request assistance from the facility's business office in completing the statement.

4.1 If all of the above conditions are met, the patient's share is computed by using the **LONG TERM CARE ELIGIBILITY WORKSHEET**.

*West Virginia Department of Health and Human Resources  
Acute Care / Outpatient Services - Financial Data Questionnaire*

## PERSONAL DATA:

Case Number

Facility

Name:		Last	First	Middle	Social Sec. # ( )			
Address: Street, City, State		Zip Code	County		Telephone Number			
Application Date	Admission Date	Birth Date	Place of Birth County / State	Age	Sex	Race	Marital Status	Number of Dependents
Name of Father & Birthplace; Deceased Y / N				Name of Mother & Birthplace; Deceased Y / N				
Nearest Relative or Contact Person			(Last, First, Middle)		Social Sec. #		Relationship	
(Nearest) Address:	Street,	City,	State,	Zip Code,	County	Telephone Number		

## INSURANCE DATA

Insurance Company Name	Policy Number	Group Number
------------------------	---------------	--------------

## FINANCIAL DATA

Patient Employment <sup>1/</sup>	\$ _____	Annual Income	Current or Last Employer	Length of Employment
Social Security	_____		Claim Number	Name of Person Receiving Check
Veteran's Administration Pension	_____		_____	_____
Other (Describe) <sup>2/</sup>	_____		_____	_____
Spouse	_____			
TOTAL	_____			
Savings Account	\$ _____	Name of Bank & Location	_____	
Checking Account	\$ _____	Name of Bank & Location	_____	

## STATEMENTS AND SIGNATURES

1. This questionnaire is to assist in the determination of the applicant/resident's ability to pay or to have payments made in the patient's behalf for medical services in this facility. There is no intent to reduce the applicants to a state of indigence.
2. Based on the responses to this questionnaire, the applicant/responsible party will be requested to sign and approve a Financial Agreement for the care and treatment of said applicant/resident.
3. Under the Civil Rights Act of 1966, this facility does not discriminate against any individual on the basis of race, sex, religion or national origin.

I hereby affirm under penalty of perjury that this application is completed and correct to the best of my knowledge and belief.

/s/

Signature of Applicant / Resident or Responsible Party

Date

<sup>1/</sup> Do not include income if the income stops as a result of the individual being admitted to this facility.

<sup>2/</sup> Other may include: rental property, Black Lung, Worker's Compensation, pension, alimony, child support, etc.

## **ATTACHMENT III**

### **ELIGIBILITY WORKSHEETS**

- A. **WVDHHR Facilities Indigent Care Allowance  
Worksheet for Acute Care/Outpatient Services**
  
- B. **WVDHHR Facilities Indigent Care Allowance  
Worksheet for Inpatient Long Term Care Services**



State of West Virginia

Department of Health
Charleston 25305

TO WHOM IT MAY CONCERN:

I \_\_\_\_\_ do hereby declare that I have no Medical
(Applicant's Name)

Insurance Coverage. Furthermore, that all information provided to Welch Emergency
Hospital for determination of exoneration is true and correct.

\_\_\_\_\_
(Applicant's Signature)

\_\_\_\_\_
(Witness)

\*\*\*\*\*

I \_\_\_\_\_, \_\_\_\_\_,
(Name of Home Owner) (Address)

\_\_\_\_\_, do hereby declare that the above named applicant has no Medical
(Phone No.)

Insurance Coverage, lives in my home and is solely dependent on me for all of his/her
financial needs.

\_\_\_\_\_
(Home Owner's Signature)

\_\_\_\_\_
(Witness)

\*\*\*\*\*

The foregoing instrument was acknowledged before me the \_\_\_\_\_
day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_,
and \_\_\_\_\_.

\_\_\_\_\_
(Notary Public)

My commission expires \_\_\_\_\_

SEAL



STATE OF WEST VIRGINIA  
DEPARTMENT OF HEALTH AND HUMAN RESOURCES  
Bureau for Behavioral Health and Health Facilities  
WELCH COMMUNITY HOSPITAL

Joe Manchin III  
Governor

454 McDowell Street  
Welch, West Virginia 24801  
Telephone: (304) 436-8461 Fax: (304) 436-6380

Martha Yeager Walker  
Secretary

PLEASE READ THE FOLLOWING IMPORTANT INFORMATION

Dear Patient:

It is the policy of Welch Community Hospital to treat all West Virginia Residents in need of medical care regardless of ability to pay.

West Virginia residents not having MEDICARE, MEDICAID, OR PRIVATE INSURANCE COVERAGE, may apply for reduced rates through the hospitals Medical Assistance Program. To be eligible, the patient must complete the Patient Financial Statement and provide the hospital with the following information within seven days of their visit:

1. All patients must show proof that they have applied for a Medical Card at the Health and Human Resources Department, if denied, bring that denial to the Credit and Collections Office.
2. Proof of West Virginia Residency, WV Drivers License, or WV Picture ID, etc.
3. State and Federal income tax returns if self employed.
4. Payroll check stubs & Spouses income.
5. Bank statements.
6. Copies of insurance cards.
7. Proof of legal separation or Divorce decree.

HOWEVER, THE MEDICAL ASSISTANCE PROGRAM WILL NOT COVER BILLS YOU MAY RECEIVE FROM PHYSICIANS WHO PERFORM SERVICES AT WELCH COMMUNITY HOSPITAL, BUT ARE IN PRIVATE PRACTICE. THIS WILL INCLUDE SURGEONS, RADIOLOGISTS, PATHOLOGISTS AND OTHER SPECIALISTS.

All patients must re-apply for the Medical Assistance Program every six months.

If you have any questions, Please contact our Credit and Collections Department or Business Office to discuss your bills today at (304) 436-8702 Monday thru Friday 9:00 am until 5:00 pm.

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.

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** \_\_\_\_\_