

The following documentation is an electronicallysubmitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at *wvOASIS.gov*. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at *WVPurchasing.gov* with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

ne, Alisha S Pettit			Procurem		ccounts Receivable	Accounts F	ayable		
tation Response(SR) Dept: 0613	ID: ESR09132300000001359	Ver.: 1 Function: 1	New Phase: Final	Modified by batc	n, 09/14/2023				
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									List Viev
eneral Information Contact De	efault Values Discount	Document Information	Clarification Request						
Procurement Folder:	1281126				SO Doc Code: (RFQ			
Procurement Type:	Central Master Agreement				SO Dept: 0	613			
Vendor ID:	VS0000014291	1			SO Doc ID: \	/NF240000000	3 (
Legal Name: I	BENCHMARK THERAPIES INC				Published Date: 9	/12/23			
Alias/DBA:					Close Date: 9	/14/23			
Total Bid:	50.00				Close Time: 1	3:30			
Response Date:	09/13/2023				Status: (losed			
Response Time:	10:24			Solicitat	tion Description:	VNF Therapy S	ervices		
Responded By User ID:		1						11.	
1 1 2 1 2 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1				Total of Head	er Attachments: 1				
First Name:				Total of A	All Attachments: 1				
Last Name:	Brown								
Email:	jbrown@benchmarktherap								
Phone:	8145068212								



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

State of West Virginia Solicitation Response

Proc Folder:	1281126						
Solicitation Description:	VNF Therapy Services						
Proc Type:	Central Master A	Central Master Agreement					
Solicitation Closes		Solicitation Response	Version				
2023-09-14 13:30		SR 0613 ESR09132300000001359	1				

VENDOR								
VS000014291 BENCHMARK THERAPIES INC								
Solicitation Number:	CRFQ 0613 VNF2400000003							
Total Bid:	0	Response Date:	2023-09-13	Response Time:	10:24:12			
Comments:								

FOR INFORMATION CONTACT 7 David H Pauline 304-558-0067 david.h.pauline@wv.gov	THE BUYER		
Vendor Signature X	FEIN#	DATE	
Signature X	FEIN# d conditions contained in this solicitation	DATE	

itation J

Line	Comm Ln Desc		Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount	
1	Occupational Therapist Services		0.00000	0.00000		0.00	
Comm	Code	Manufacturer		Specifica	ation	Model #	
851221	102						

Commodity Line Comments: Please see Pricing Page in Attachment

Extended Description:

As Per Specifications Section 10.2 The Pricing Page Exhibit "A" must be used to input your pricing if submitting electronic bid. Occupational Therapy for residents of WVVNF. See solicitation specifications for details.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Occupational Therapist Assistant	0.00000			0.00

Comm Code	Manufacturer	Specification	Model #	
85122102				

Commodity Line Comments: Please see Pricing Page in Attachment

Extended Description:

As Per Specifications Section 10.2 The Pricing Page Exhibit "A" must be used to input your pricing if submitting electronic bid. Occupational Therapist Assistant for residents of WVVNF. See solicitation specifications for details.

Line	Comm Ln Desc		Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Physical Therapist Servi	ces	0.00000			0.00
Comm	Code	Manufacturer		Specifica	tion	Model #
851221		manalaotaroi		opeemed		

Commodity Line Comments: Please see Pricing Page in Attachment

Extended Description:

As Per Specifications Section 10.2 The Pricing Page Exhibit "A" must be used to input your pricing if submitting electronic bid. Physical Therapy for residents of WVVNF. See solicitation specifications for details.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	Physical Therapist Assistant	0.00000			0.00

Comm Code	Manufacturer	Specification	Model #	
85122101				

Commodity Line Comments: Please see Pricing Page in Attachment

Extended Description:

As Per Specifications Section 10.2 The Pricing Page Exhibit "A" must be used to input your pricing if submitting electronic bid. Physical Therapist Assistant Services for residents of WVVNF. See solicitation specifications for details.

Line	Comm Ln Desc		Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	Speech-Language Pa	athologist	0.00000			0.00
Comm	Code	Manufacturer		Specifica	ation	Model #
85122 ⁻	108					

Commodity Line Comments: Please see Pricing Page in Attachment

Extended Description:

As Per Specifications Section 10.2 The Pricing Page Exhibit "A" must be used to input your pricing if submitting electronic bid. Speech- Language Therapy services for residents of WVVNF. See solicitation specifications for details.



CRFQ 0613 VNF240000003

VNF Therapy Services

PROVIDED TO:

Bid Clerk

Department of Administration Purchasing Division 2019 Washington St. E Charleston, WV 25305

PROVIDED BY:

Jennifer Mulraney, CEO

Benchmark Therapies, Inc. P.O. Box 870 403 6th Street Huntingdon, PA 16652 T: (814) 506-8212 E: jmulraney@benchmarktherapies.com



Our Mission Statement

"The mission of Benchmark Therapies is to provide patient care of the highest quality through building active partnerships with our customers and promoting professional satisfaction for our employees."

Benchmark is dedicated to achieving increased safety, independence and quality of life for our patients by implementing a patient-centered, outcome-oriented approach.

We are able to implement this type of system through selectively partnering with organizations that share our focus on the patient. Such an environment allows our therapists to truly implement their full inventory of skills. Subsequently, the level of job satisfaction enjoyed by our team allows us to hire and retain therapists of the highest quality. In cyclical fashion, Benchmark is able to provide a superior clinical service with far fewer inputs than our peers in terms of excessive salary and recruiting costs.

With a strong and stable clinical force in place, our expanded team of professionals is able to focus on being financial stewards for the organizations we partner with. Benchmark currently has a strong regional presence in the Mid-Atlantic, serving 34 campuses with a service area across PA, DE, VT, MD and WV. We have all the strengths of a large organization while retaining all of the flexibility necessary to be responsive to our customers' needs.

Who We Are

Benchmark Therapies began as a therapist-owned provider of physical, occupational and speech therapy services. Today, Benchmark is a wholly owned subsidiary of Presbyterian Senior Living, a mid-sized not-for-profit organization based in central Pennsylvania. Working together with the customers we serve, Benchmark provides high quality, cost-effective rehabilitation services in skilled nursing facilities, CCRCs, personal care, and assisted living facilities throughout the Northeast and Mid-Atlantic Regions.

Benchmark continues to be operated by a team of therapists whose goal is to provide quality patient care and healthy finances for our customers. This focus continues to be the strength of Benchmark.

We focus heavily on fostering partnerships and customizing our methodologies to meet the needs of our customers. West Virginia Veterans Nursing Facility will face unique challenges, and we look to work collaboratively to address those challenges while using our extensive

experience of therapy management in other skilled nursing facilities to direct our decisionmaking. Our team of dedicated professionals maintains an unwavering commitment to quality.

In short, Benchmark prides ourselves in serving as a truly responsive and engaged partner in the delivery of care of the highest quality and cost-effectiveness.

Our approach to therapy delivery is comprehensive in nature and builds upon the successes and experiences gained through providing therapy services to our customers. Our philosophy is straightforward and focuses on the following seven key principles that we feel are of critical importance to success at West Virginia Veterans Nursing Facility.

- Serve as a partner in the delivery of care. A therapy department can only become a high functioning unit through a collaborative relationship with all critical elements of the community. We focus on working in lockstep with administration, nursing, the desires of the resident, social services, dietary, activities, medical directors, family members and the business office staff.
- Decisions are driven by *quality*. Our commitment to quality drives every decision that we
 make and serves to enhance the reputation of the customers we serve.
- Aggressively address rehab needs through adequate staffing. The single most important factor affecting quality and customer service is the right number of quality therapists. As proven at the clients we currently serve, we hire therapists who have made a long-term commitment to meeting the high standards of our clients and Benchmark.
- Focus on compliance. Regulatory compliance is one of the largest issues facing providers of skilled nursing care. The advent of Medicare Recovery Audit Contractors (RACs) and ongoing regulatory and reimbursement changes adds another layer of complexity to compliance efforts. Therapy providers without adequate compliance programs will create significant risk for the customers they serve.
- Provide the "Gold Standard" in customer service. Our entire leadership team will be available at any time to address any new initiatives, questions or concerns that may arise. Our program managers are empowered decision makers who are in the buildings we serve every day, and our area managers, quality assurance team and president are regularly in the buildings, proactively serving our customers.
- Focus on continuous improvement. We are committed to an ongoing effort to improve services and processes. The methods that we use to deliver care are constantly evaluated and improved in the light of their efficiency, effectiveness and flexibility. We incorporate feedback from our customers, therapists, and resident and compare that feedback against our organizational goals. Whether it is a new technology or clinical protocol, we are committed to staying ahead of the curve.



Serve as *fiscal stewards*. Benchmark will serve as a therapy partner that understands Medicare and commercial payer methodologies. By providing a committed team of knowledgeable therapists, West Virginia Veterans Nursing Facility will receive the appropriate and optimal payments for services rendered while avoiding any and all compliance-related issues.



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

State of West Virginia Centralized Request for Quote

Proc Folder:	1281126		Reason for Modification:
Doc Description:	VNF Therapy Services		Addendum No. 1
Proc Type:	Central Master Agreement		
Date Issued	Solicitation Closes	Solicitation No	Version
2023-09-12	2023-09-14 13:30	CRFQ 0613 VNF240000003	2

BID RECEIVING LOCATION		
BID CLERK		
DEPARTMENT OF ADMINISTRATION		
PURCHASING DIVISION		
2019 WASHINGTON ST E		
CHARLESTON WV 25305		
US		
VENDOR		
Vendor Customer Code: VS0000014291		
Vendor Name : Benchmark Therapies, Inc.		
Address : P.O. Box 870		
Street: 403 6th Street		
City : Huntingdon		
State : PA	Country : United States	Zip : 16652
Principal Contact : Jennifer Brown		
Vendor Contact Phone: (814) 506-8212	Extension: 109	
FOR INFORMATION CONTACT THE BUYER		
David H Pauline 304-558-0067		
david.h.pauline@wv.gov		

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

ennifer Brown

Vendor

Signature X

FEIN# 20-3051198

DATE 09/12/2023

ADDITIONAL INFORMATION

Addendum No. 1

To make changes to Specifications, see attached.

To provide responses to Vendor Technical Questions, see attached.

To move bid opening date and time to September 14, 2023, at 1:30 pm., est.

No other changes.

INVOIC	ETO		SHIP TO			
DIVISION OF VETERANS AFFAIRS		VETERAN'S NURSING FACILITY				
1 FREE	DOMS WAY		1 FREED	OMS WAY		
CLARK	SBURG	WV	CLARKS	BURG	WV	
US			US			
Line	Comm Ln De	esc	Qty	Unit Issue	Unit Price	Total Price
1	Occupational	Therapist Services	5000.00	Please see P	ricing Page	
Comm	Code	Manufacturer	Specificat	tion	Model #	
851221	02					
851221	02					

Extended Description:

As Per Specifications Section 10.2 The Pricing Page Exhibit "A" must be used to input your pricing if submitting electronic bid.

Occupational Therapy for residents of WVVNF. See solicitation specifications for details.

WV	
WV	
WV	
Unit Price	Total Price
e Pricing Page	
Model #	
	ee Pricing Page

Extended Description:

As Per Specifications Section 10.2 The Pricing Page Exhibit "A" must be used to input your pricing if submitting electronic bid.

Occupational Therapist Assistant for residents of WVVNF. See solicitation specifications for details.

INVOICE TO DIVISION OF VETERANS AFFAIRS 1 FREEDOMS WAY		SHIP TO				
		VETERAN'S NURSING FACILITY				
			1 FREEDOMS WAY			
CLARKSE	BURG	WV	CLARKS	BURG	WV	
US			US			
Line	Comm Ln De	sc	Qty	Unit Issue	Unit Price	Total Price
3	Physical Thera	apist Services	1500.00	Please see F	Pricing Page	
Comm Co	ode	Manufacturer	Specificat	ion	Model #	

Extended Description:

As Per Specifications Section 10.2 The Pricing Page Exhibit "A" must be used to input your pricing if submitting electronic bid.

Physical Therapy for residents of WVVNF. See solicitation specifications for details.

INVOICE TO	0		SHIP TO			
DIVISION OF VETERANS AFFAIRS		VETERAN'S NURSING FACILITY				
1 FREEDOMS WAY		1 FREEDOMS WAY				
CLARKSBU	JRG	WV	CLARKSBU	RG	WV	
US			US			
Line	Comm Ln Desc		Qty	Unit Issue	Unit Price	Total Price
4	Physical Therapi	st Assistant	3200.00	Please see P	ricing Page	
Comm Cod	le	Manufacturer	Specification	n	Model #	
85122101						

Extended Description:

As Per Specifications Section 10.2 The Pricing Page Exhibit "A" must be used to input your pricing if submitting electronic bid.

Physical Therapist Assistant Services for residents of WVVNF. See solicitation specifications for details.

INVOICE TO DIVISION OF VETERANS AFFAIRS 1 FREEDOMS WAY		SHIP TO			
		VETERAN'S NURSING FACILITY			
		1 FREEDOMS WAY			
CLARKSBURG	WV	CLARKSBUR	G	WV	
US		US			
Line Comm Ln D	lesc	Qty	Unit Issue	Unit Price	Total Price
5 Speech-Lan	guage Pathologist	400.00	Please see P	ricing Page	
Comm Code	Manufacturer	Specification		Model #	
85122108					

Extended Description:

As Per Specifications Section 10.2 The Pricing Page Exhibit "A" must be used to input your pricing if submitting electronic bid.

Speech- Language Therapy services for residents of WVVNF. See solicitation specifications for details.

SCHEDULE C	OF EVENTS	
<u>Line</u>	<u>Event</u>	Event Date
1	Vendor TECHNICAL questions due by 11:00 am., est.	2023-09-07

SOLICITATION NUMBER: CRFQ VNF2400000003 Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as CRFQ VNF2400000003 to reflect the change(s) identified and described below.

Applicable Addendum Category:

- \boxtimes Modify bid opening date and time.
- Modify specifications of product or service being sought.
- \boxtimes To respond to technical questions
- □ Attachment of pre-bid sign-in sheet
- \Box Correction of error
- \Box Other

Additional Documentation:

- 1. To Modify Specifications of product or service being sought, see attached.
- 2. To respond to vendor technical questions, see attached.
- 3. Bid opening date and time remains August 16, 2023, at 1:30 pm., est.
- 4. No other changes.

Terms and Conditions:

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

Skilled Rehabilitative Therapy Services CRFQ VNF2400000003

Vendor Questions & Answers

Revision to Specification Section 8.5 in response to the vendor question below

Vendor must provide rehabilitative services to WVVNF Veterans and members at least six (6) days a week, Monday through Saturday, 7 am -7 pm, or as otherwise instructed by WVVNF.

Does this need to be a separate addendum, or are we okay to just leave it in the Q&A? Thanks!

Q. In regards to the rehabilitation services being provided between the hours of 7 am - 7 pm Monday through Saturday, is this time frame to mean there needs to be therapists and assistants on site during these hours or would it mean available during these hours? Is this the time frame of rehabilitation services being done by the current vendor or are these newly assigned hours of operation?

A. Vendor services are currently required Monday through Friday from 7 am – 7 pm. However, services must be available on Saturdays as well, if/when needed. We currently do not have a need for Saturday services as of this writing. However, it has been needed in the past and may be needed again in the future under this contract.

Q1. Would you be able to provide the current therapy caseload for all payor sources?

A1. Therapy caseload information is not readily available. Payor sources information follows, but these are only estimates based on the current census of 96.

Resident's Insurance Coverage Type	Percentage
Private Insurance only	4%
Medicare Part A only	18%
Medicare Part A & B only	32%
Medicare Part A & B and Private Insurance	37%
No Coverage	9%

Q2. Who is the current provider?

A2. Benchmark Therapies, Inc.

Q3. How many current therapists do you have, by discipline?

A3. Speech Therapists – 3; Physical Therapists – 2; Physical Therapist Assistants – 4; Occupational Therapists – 1; Occupational Therapist Assistants – 2. These numbers fluctuate according to the census and the needs.

- Q4. When will this contract start?
 - A4. We hope to have a start date of November 1, 2023
- Q5. Can you confirm that we will need to bill for Part B services?

A5. Yes. See the Specifications Sections 8.38 and 8.41.

Q6. It appears you are using paper charts and not an EMR. Can you confirm?

A6. We use both paper charting and PointClickCare.

Q7. Can you please share the current rates and [pricing] structure for the incumbent rehab services provider?

A7. Requesting copies of previously awarded contracts, other solicitations, or documents related to previous contracts through the question and answer process included in this solicitation is not appropriate. Requests for documentation of this nature can be obtained by interested parties through a Freedom of Information Act request.

Q8. Who is the incumbent therapy provider?

A8. See response to Question #2 above.

Q9. What is the current billing system and the EMR being used?

A9. WVVNF uses PointClickCare as its EMR and billing. Vendor, however, will need its own billing system. Also see answer to Question 6 above.

Q10. Can you provide 3 months of data on CMI trended?

A10. WVVNF is a WV State Agency and not subject to Medicare/Medicaid regulations. Therefore, this data is not available.

Q11. Census for each short-term rehab and long-term care; and capacity of each building - can you provide invoices?

A11. Regarding census, WVVNF is a 120-bed long-term care facility. The number of days/months of therapy per resident is not available. The census is 89.67 based on the past 12 months. This number is subject to change based on resident population.

Census on the last day of the month	Year - Month
85	22-Aug
85	22-Sep
86	22-Oct
90	22-Nov
89	22-Dec
87	23-Jan
89	23-Feb
92	23-Mar
94	23-Apr
95	23-May
94	23-Jun
90	23-Jul

Regarding invoices, requesting copies of previously awarded contracts, other solicitations, or documents related to previous contracts through the question and answer process included in this solicitation is not appropriate. Requests for documentation of this nature can be obtained by interested parties through a Freedom of Information Act request.

Q12. Managed Care vs Medicare - can you provide invoices?

A12. See responses to Q10 and Q11 above.

- Q13. What improvements, if any, can be made to the delivery of therapy services?
 - A13. This question is irrelevant to the solicitation.
- Q14. How does WVVNF measure the performance of your therapy provider?
 - A14. See Section 15 of the Specifications.
- Q15. Can we submit our RFQ online via wvOASIS?

A15. Yes

Q16. Are you looking for pricing quotes only or can we submit an additional technical proposal?

A16. Technical proposals are expected. Vendors must submit a completed Exhibit A Pricing Page.

Q17. If we are allowed to submit a technical proposal is there a file size limit?

A17. None that we are aware of at this time.

Q18. Is non treatment time (ex. Care plan meeting, in-service training time and documentation) billable under the hourly rate assigned to each therapist and assistant on the pricing page?

Q18.i. For example: If the Physical Therapist attends a resident's care plan meeting for 1 hour, regardless of whether or not the resident is in attendance, would this hour be billable at the hourly rate assigned on the pricing sheet?

A18.i. No

Q18.ii. For example: If an Occupational Therapist spends 2 hours doing the following; completing evals, recerts, progress reports, daily notes and discharge summaries would those 2 hours be billable at the hourly rate assigned on the pricing sheet?

A18.ii. No

Q18.iii. For example: If a Physical Therapist Assistant spends 3 hours at an annual in-service training, such as, fire safety, emergency preparedness, dementia, etc. would that time be billable at the hourly rate assigned on the pricing sheet?

A18.iiii. Yes, see Specifications Section 8.30.

Q18.iv. For example: If the WVVNF has us provide an OT in-service training, such as, self-feeding using built-up utensils, for 30 minutes, would that time be billable at the hourly rate assigned on the pricing sheet?

A18.iv. No

Q19. Does the WVVNF still have a locked dementia unit? If so, what is the requirement for training both upon hire and annually?

A19. Yes, see Specifications Section 8.30. Dementia training is part of orientation and annual training.

Q20. In regards to the rehabilitation services being provided between the hours of 7 am – 7 pm Monday through Saturday, is this time frame to mean there needs to be therapists and assistants on site during these hours or would it mean available during these hours? Is this the time frame of rehabilitation services being done by the current vendor or are these newly assigned hours of operation?

A20. Vendor services are currently required Monday through Friday from 7 am - 7 pm. However, services must be available on Saturdays as well, if/when needed. We currently do not have a need for Saturday services as of this writing. However, it has been needed in the past and may be needed again in the future under this contract.

- Q21. Is oversight of the wheelchair clinic, and maintaining of inventory of wheelchairs, equipment and accessories billable time under the hourly rates assigned on the pricing page for therapists and assistants? Is this oversight being done by the current vendor?
 - A21. This time is not billable. This is a requirement in the current contract.

Q22. Is 8.13, duties of Regional Director billable under the hourly rates assigned on the pricing page for therapists and assistants?

A22. No.

Q23. Has the current vendor made recommendations for staffing patterns appropriate to the rehabilitation caseload? If so, what were they?

A23. Vendor and Agency collaborate on staffing requirements based on the census and residents needs.

Q24. What is the current vendors staffing model by FTE? Please provide for OT, OTA, PT, PTA, SLP.

A24. See answers to Questions 3 and 23 above.

Q25. How many Billable minutes were billed under the current vendor during the 2022 calendar year? In addition, what was the breakdown per discipline?

A25. Requesting copies of previously awarded contracts, other solicitations, or documents related to previous contracts through the question and answer process included in this solicitation is not appropriate. Requests for documentation of this nature can be obtained by interested parties through a Freedom of Information Act request.

Q26. Does the current vendor have any non-billable staff, such as rehab techs?

A26. No.

END OF QUESTIONS AND ANSWERS

ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: CRFQ VNF2400000003

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

\boxtimes	Addendum No. 1	Addendum No. 6
	Addendum No. 2	Addendum No. 7
	Addendum No. 3	Addendum No. 8
	Addendum No. 4	Addendum No. 9
	Addendum No. 5	Addendum No. 10

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Benchmark Therapies, Inc.				
	Company			
Jennifer B	rown			
7 0	Authorized Signature			
9/12/2023				

Date

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

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

(Printed Name and Title) Jennifer Mulraney, CEO
(Address) 403 6th Street, Huntingdon, PA 16652
(Phone Number) / (Fax Number) (814) 691-8571 (814) 506-8213
(Email address) jmulraney@benchmarktherapies.com

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation/Contract for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; that I am authorized by the Vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on Vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

Benchmark Therapies, Inc.

Company). Jennifer Brown Bignature of Authorized Representative) Jennifer Brown, Director of Administration - 9/1/2023 (Printed Name and Title of Authorized Representative) (Date) (814) 506-8212 | (814) 506-8213 (Phone Number) (Fax Number) jbrown@benchmarktherapies.com (Email Address)



West Virginia Department of Veterans Assistance West Virginia Veterans Nursing Facility One Freedoms Way Clarksburg, WV 26301

CRFQ VNF24*03 - Exhibit A - Skilled Rehabilitative Therapy Services Pricing Page

LN	Item	DESCRIPTION	ESTIMATED USAGE PER YEAR (Hours)	U/M	UNIT PRICE	AMOUNT
1	4.1.1	Occupational Therapist Services	5000	Hour	\$ 10.00	\$ 50,000.00
2	4.1.2	Occupational Therapist Assistant	800	Hour	\$ 10.00	\$ 8,000.00
3	4.1.3	Physical Therapist Services	1500	Hour	\$ 10.00	\$ 15,000.00
4	4.1.4	Physical Therapist Assistant	3200	Hour	\$ 10.00	\$ 32,000.00
5	4.1.5	Speech Therapist Services	400	Hour	\$ 10.00	\$ 4,000.00
					TOTAL	\$ 109,000.00

Benchmark Therapies, Inc.			
103 6th Street, P.O. Box 870			
untingdon, PA 16652			
(814) 506-8212			
jbrown@benchmarktherapies.com			
Jennifer Brown			

<u>***Charges are according to schedule by the Each, Day, Month, ETC...***</u> <u>***ALL ORDER QUANTITIES ARE ESTIMATED AND FOR BIDDING PURPOSES ONLY***</u> <u>***DO NOT ALTER ESTIMATED USAGE***</u>



BCUCKLER

BENCTHE-02

		CERTIFICATE OF LIABILITY INSURANCE				DATE (MM/DD/YYYY) 9/7/2023			
C B	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.								
lf	SU	RTANT: If the certificate holde BROGATION IS WAIVED, subject certificate does not confer rights to	ct to the	terms and conditions of	the policy, certain	policies may			
850	b P Rid	^{ER} &C, Ltd ge Avenue rgh, PA 15212		-	CONTACT NAME: PHONE (A/C, No, Ext): (412) E-MAIL ADDRESS:	237-2020	FAX (A/C, No)	. (412)) 322-1756
		. g ,		-		SURER(S) AFFO	RDING COVERAGE		NAIC #
					INSURER A : Cincin	nati Insurar	ice Companies		10677
INSL	IRED			-	INSURER B : Cincin		7 1 7		23280
		Benchmark Therapies 403 6th St		-	INSURER C : Cincinna	ti Specialty Ur	derwriters Insurance Com	pany	13037
		PO Box 870		-	INSURER D :				
		Huntingdon, PA 16652		-	INSURER E :				
					INSURER F :				
				E NUMBER:			REVISION NUMBER:		
	IDIC ERT XCL	IS TO CERTIFY THAT THE POLICIE ATED. NOTWITHSTANDING ANY R IFICATE MAY BE ISSUED OR MAY USIONS AND CONDITIONS OF SUCH	EQUIREM PERTAIN POLICIES	IENT, TERM OR CONDITION , THE INSURANCE AFFORE . LIMITS SHOWN MAY HAVE	N OF ANY CONTRA DED BY THE POLIC BEEN REDUCED BY	CT OR OTHER CIES DESCRIE PAID CLAIMS	R DOCUMENT WITH RESP BED HEREIN IS SUBJECT	ECT T	O WHICH THIS
INSR LTR		TYPE OF INSURANCE	ADDL SUBP	POLICY NUMBER	POLICY EFF (MM/DD/YYYY	POLICY EXP (MM/DD/YYYY)	LIM	TS	
A	X	COMMERCIAL GENERAL LIABILITY		ENP 0276008	9/11/2023	9/11/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	1,000,000 500,000
							MED EXP (Any one person)	\$	10,000
							PERSONAL & ADV INJURY	\$	1,000,000
	GE	N'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	\$	3,000,000
	X	POLICY PRO- JECT LOC					PRODUCTS - COMP/OP AGG	\$ \$	3,000,000
Α	AU					9/11/2023 9/11/2024	COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
		ANY AUTO		EBA 0276008	9/11/2023		BODILY INJURY (Per person)	\$	
	X	AUTOS ONLY SCHEDULED AUTOS ONLY AUTOS ONLY AUTOS ONLY AUTOS ONLY					BODILY INJURY (Per accident PROPERTY DAMAGE (Per accident)	\$	
		UMBRELLA LIAB OCCUR						\$	
		EXCESS LIAB CLAIMS-MADE	_				EACH OCCURRENCE AGGREGATE	\$ \$	
В	wo	DED RETENTION \$					X PER OTH- STATUTE ER	\$	
-				EWC 0453197	9/16/2023	9/16/2024			1,000,000
	OFF (Ma	Y PROPRIETOR/PARTNER/EXECUTIVE	N / A				E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYE	\$	1,000,000
	If ve	es, describe under SCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT		1,000,000
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DES EVII		TION OF OPERATIONS / LOCATIONS / VEHIC CE OF INSURANCE COVERAGE	LES (ACOR	D 101, Additional Remarks Schedul	le, may be attached if mo	ire space is requi	red)		
	יידס								
CE	KI	FICATE HOLDER			CANCELLATION				
	West Virginia Veterans Nursing Facility 1 Freedoms Way				N DATE TH	DESCRIBED POLICIES BE (IEREOF, NOTICE WILL CY PROVISIONS.			

Clarksburg, WV 26301

AUTHORIZED REPRESENTATIVE L. Cuckler But

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West Virginia Ethics Commission



Disclosure of Interested Parties to Contracts

Pursuant to W. Va. Code § 6D-1-2, a state agency may not allow a vendor to perform work on a contract, or a series of related contracts, that has/have an actual or estimated value of \$1 million or more until the business entity submits to the state agency a Disclosure of Interested Parties to the applicable contract. In addition, the business entity awarded a contract is obligated to submit a supplemental Disclosure of Interested Parties reflecting any new or differing interested parties to the contract within 30 days following the completion or termination of the applicable contract.

For purposes of complying with these requirements, the following definitions apply:

"Business entity" means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation, but does not include publicly traded companies listed on a national or international stock exchange.

"Interested party" or "Interested parties" means:

- (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors;
- (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract. (This subdivision does not apply to a publicly traded company); and
- (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency. (This subdivision does not apply to persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.)

"State agency" means a board, commission, office, department or other agency in the executive, judicial or legislative branch of state government, including publicly funded institutions of higher education: Provided, that for purposes of W. Va. Code § 6D-1-2, the West Virginia Investment Management Board shall not be deemed a state agency nor subject to the requirements of that provision.

The contracting business entity must complete this form and submit it to the state agency prior to beginning work under a contract and to complete another form within 30 days of contract completion or termination.

This form was created by the State of West Virginia Ethics Commission, 210 Brooks Street, Suite 300, Charleston, WV 25301-1804. Telephone: (304)558-0664; fax: (304)558-2169; e-mail: ethics@wv.gov; website: ethics.wv.gov.

West Virginia Ethics Commission Disclosure of Interested Parties to Contracts

(Required by W. Va. Code § 6D-1-2)

Name of Contracting Business Entity: Benchmark Therapues

Address: 403 6th Street - Huntingdon, PA 16652				
Address: _403 6th Street - Huntingdon, PA 16652 Name of Authorized Agent: Jennifer Mulraney_Address: Same as above				
Contract Number: (RFQ 0613 NNF 24 10000003 Contract Description: Therein Services				
Contract Number: <u>CRFQ 0613 INF 24 (0000003</u> Contract Description: <u>Therapy</u> Services Governmental agency awarding contract: <u>Purchasing</u> - WVVNF				
□ Check here if this is a Supplemental Disclosure				

List the Names of Interested Parties to the contract which are known or reasonably anticipated by the contracting business entity for each category below (attach additional pages if necessary):

- 1. Subcontractors or other entities performing work or service under the Contract Check here if none, otherwise list entity/individual names below.
- Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities)
 Check here if none, otherwise list entity/individual names below.

Presbyterian Senior Living

3. Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract)

Check here if none, otherwise list entity/individual names below.

Signature: Date	Signed: 9/7/2023
Notary Verification	
State of, County of	Cambria
entity listed above, being duly sworn, acknowledge that the Disclosure penalty of perjury.	the authorized agent of the contracting business herein is being made under oath and under the
Taken, sworn to and subscribed before me this day of	I Kind'
To be completed by State Agency: Initial State Agency: Date Received by state agency: Initial State Agency: Date submitted to Ethics Commission: Initial State Agency: Governmental agency submitting Disclosure: Initial State Agency:	Public's Signature Commonwealth of Pennsylvania - Notary Seal KELLY M KIRSCH - Notary Public Cambria County My Commission Expires December 28, 2024 Commission Number 1212565

STATE OF WEST VIRGINIA Purchasing Division PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

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

DEFINITIONS:

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

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

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

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (*W. Va. Code* §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

	INTE.
Vendor's Name: <u>Benchmark</u>	Therapies, Inc.
	Mulraney Date: 972023
State of	
	to-wit:
Taken, subscribed, and sworn to befor	e me this 1th day of <u>September</u> , 20 23
My Commission expires	20,24
Commonwealth of Pennsylvania - Notary Seal KELLY M KIRSCH - Notary Public	Kul - Kind
AF Fix Commission Expires December 28, 2024 Commission Number 1212565	NOTARY PUBLIC RULL F TWO C

WITNESS THE FOLLOWING SIGNATURE:

Purchasing Affidavit (Revised 01/19/2018)



Edit My Account

BENCHMARK THERAPIES INC Email: jbrown@benchmarktherapies.com | Phone Number: 8145068212 | Vendor Status: Active

Account Inform	Addresses & Co	Users	Commodities	Service Areas	Business T		
 Headquarters Inform 	nation						
Headquarters Legal Name BENCHMARK THERAPIES INC			Headquarters Account Code VS0000014291				
Taxpayer ID Number Type EIN			1099 Reportable Yes				
Headquarters Web Address -							
Show More							
 Legal Information 							

Classification

Name on Check

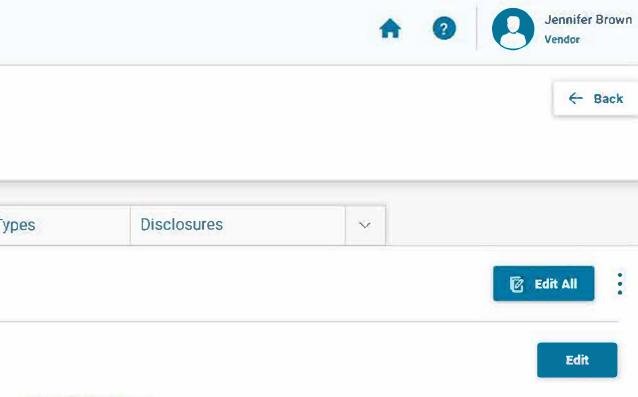
Legal Name

Medical Corporation

Organization Type Company

Alias/DBA

•



Taxpayer ID Number 203051198

Franchise Account

Edit

Legal Name on W-9 BENCHMARK THERAPIES INC

Company Name BENCHMARK THERAPIES INC DEPARTMENT OF HEALTH & HUMAN SERVICES Centers for Medicare & Medicaid Services The Public Ledger Building, Suite 216 150 S. Independence Mall West Philadelphia, PA 19106-3499



Northeast Consortium/ Division of Survey & Certification

APR 1 3 2006

Brock Eppley, Administrator Benchmark Therapies, Inc. Route 220 Meadows Intersection Duncansville, PA 16648

Re: Medicare Provider Number 39-6836

Dear Mr. Eppley:

Your agreement for participation under the Health Insurance for the Aged Program (Title XVIII of the Social Security Act) as a provider of out-patient physical and speech therapy has been accepted by the Centers for Medicare and Medicaid Services. Your effective date of participation is February 27, 2006. Enclosed is one copy of the completed agreement (Form CMS-1561) for your records.

You have been assigned the Medicare identification number shown above. The number should be entered on all forms and correspondence relating to this program.

Veritus will serve as your fiscal intermediary for reimbursement purposes.

Your participation in the Federal Health Insurance Program is contingent upon compliance with federal civil rights requirements as determined by the Office for Civil Rights (OCR). If OCR determines that your facility does not comply with these requirements, your Medicare agreement would be invalidated, and Medicare reimbursement dating from your initial date of certification could be recouped.

We welcome your participation and look forward to working with you on a continuing basis in the administration of the Medicare Program.

Sincerely,

Hall un Wheren

Dale Van Wieren Principal State Representative Certification and Enforcement Branch

West Virginia **Board of Physical Therapy** certifies that Jennifer L Tassos

EXPIRES 12-31-2023 Auth #: DVBPTHR4WC

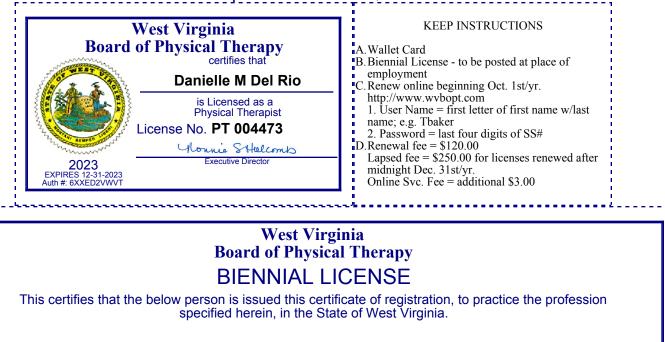
is Licensed as a Physical Therapist Assistant

License No.

Monnie Stelcomp **Executive Director**



Duplicate form fee is \$5.00





IMPORTANT - PLEASE READ

- 1. <u>Continuing Education</u> You are required to obtain 24 contact hrs. of WV Board approved CE within the 2 year licensing period if your WV License is Active for all or part of any year. Random audits take place each year.
- 2. <u>Changes in Name / Residence Address / Employer Info</u> Download "Change Notification Form" from website: www.wvbopt.com and forward it to the Office.
- 3. <u>Name Changes</u> Send the "Change Notification Form" and the \$5.00 fee along with a notarized copy of marriage cert, divorce decree or legal document that provides proof of your name change.
- 4. Lost or Replacement License Download "Affidavit of Lost or Replacement Document" from the website and follow the instructions.
- 5. If you are not planning to work in WV this next calendar year, you have the option of requesting "**Inactive Status**" for an application fee of \$25.00
- 6. If you do not renew your license by midnight Dec. 31st of your expiration year, you will automatically be charged the **Delinquent** License fee.
- The online License Renewal portal is for use by <u>Active Licensees</u> remaining Active. If your License becomes Inactive or Delinquent in the future, you will have to contact the Board Office for the correct Form to complete in order to Re-Activate.

WV Board of Physical Therapy 2 Players Club Drive, Suite 102 Charleston, WV 25311 Website: www.wvbopt.com Telephone: (304) 558-0367 Email: wvbopt@wv.gov Fax: (304) 558-0369



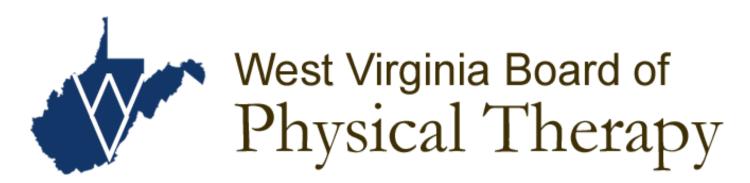
Catherine Adams

Name:	Adams Catherine	Ì
License:	COTA/L	
License Number:		ĺ
Expiration Status:	Not Expired	I
Expiration date:	2025-06-30	
Original issue date:	2019-03-08	
Issue date:	2023-06-01	
License Standing:	Good Standing	İ
Disciplinary Action:	N/A	
Disciplinary Orders:	N/A	



Samantha Martin

Name:	Martin Samantha	Ì
License:	OTR/L	
License Number:		
Expiration Status:	Not Expired	
Expiration date:	2024-12-31	
Original issue date:	2021-07-08	į
Issue date:	2022-12-13	ł
License Standing:	Good Standing	ļ
Disciplinary Action:	N/A	ł
Disciplinary Orders:	N/A	



Attention

Do not contact licensees directly. Please contact the WVBOPT at

(mailto:example@example.com)wvbopt@wv.gov (mailto:wvbopt@wv.gov) or**304.558.0367** to inquire about a licensee.

Kyla Gerard

Active
12/31/2024
Physical Therapist Assistant
10/14/2016

Disciplinary Actions

Violated Law	Penalty	Date Modified	Attachments
	Nor	e	

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West Virginia Board of Examiners for Speech-Language Pathology and Audiology

Board Members

Dr. Vernon N. Mullins, Au.D., CCC-A, President Vickie Pullins, M.A., CCC-SLP, Secretary Dr. Michael J. Zagarella, Au.D., CCC-A Erin Leigh-Ann Browning, M.A., CCC-SLP Joe E. Richards, M.A., Citizen Member

Pamela Coughlin, Executive Director

January 19,2023

PRIMARY SOURCE LICENSE VERIFICATION

Name	Sidney Ross
License #	
Type of License	Speech Language Pathology
Initial License Issued	3/28/2022
Last Expiration Date	12/31/2022
Renewal License Issued	1/1/2023
Current Expiration Date	12/31/2024

Please visit us at https://www.wvspeechandaudiology.com/Home/Disciplinary-Actions to verfiy any disciplinary actions.

99 Edmiston Way Box 11, Suite 214, Buckhannon, West Virginia 26201 In-state toll free (877) 462-5460 Out of state (304) 473-4289 Fax: 304-473-4291 E-Mail: wvbeslpa@wv.gov www.wvspeechandaudiology.com

West Virginia Board of Examiners for Speech-Language Pathology and Audiology

Board Members

Dr. Vernon N. Mullins, Au.D., CCC-A, President Vickie Pullins, M.A., CCC-SLP, Secretary Dr. Michael J. Zagarella, Au.D., CCC-A Heather Waselchalk, M.A., SLP-CCC Amber Settles, M.Ed, SLP-CCC Amanda Bonner, Hearing Aid Specialist Joe E. Richards, M.A., Citizen Member

Pamela Coughlin, Executive Director

September 08,2023

PRIMARY SOURCE LICENSE VERIFICATION

Name	Rachel Cunningham
License #	
Type of License	Speech Language Pathology
Initial License Issued	10/3/2013
Last Expiration Date	12/31/2022
Renewal License Issued	1/1/2023
Current Expiration Date	12/31/2024

Please visit us at https://www.wvspeechandaudiology.com/Home/Disciplinary-Actions to verfiy any disciplinary actions.

99 Edmiston Way Box 11, Suite 214, Buckhannon, West Virginia 26201 In-state toll free (877) 462-5460 Out of state (304) 473-4289 Fax: 304-473-4291 E-Mail: wvbeslpa@wv.gov www.wvspeechandaudiology.com

SPECIFICATIONS

1. PURPOSE AND SCOPE: The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Veterans Nursing Facility located at One Freedom Way, Clarksburg WV 26301 to establish an open-end contract for Skilled Rehabilitation Therapy Services, six (6) days a week.

The WVVNF is a 120 bed Long Term Care Skilled Nursing Facility

- **2. DEFINITIONS:** The terms listed below have the meanings assigned to them below. Additional definitions can be found in Section 2 of the General Terms and Conditions.
 - **2.1. "Contract Services"** means Skilled Rehabilitation Therapy Services to include, Occupational, Speech, and Physical Therapy services for the residents of the WV Veterans Nursing Facility.
 - **2.2. "Pricing Page"** means the pages upon which Vendor must list its proposed price for the Contract Services. The Pricing Page is attached hereto as Exhibit "A".
 - **2.3. "Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
 - 2.4. "WVVNF" means WV Veterans Nursing Facility
 - 2.5. "QI/QA" means Quality Assurance and Quality Indicators
 - 2.6. "MDS" means Minimum Dataset
 - 2.7. "Interdisciplinary Care Plan Team" means a group of at least one team member of each area within WVVNF such as Dietary, Social Work, Activities, Respiratory, Doctor, Therapy, etc. that meets to discuss the plan of care of the resident.

3. QUALIFICATIONS OF VENDOR: Vendor must have the following minimum qualifications:

- **3.1.** Business licenses and/or certification required by law to provide Skilled Rehabilitative Therapy Services.
- **3.2.** Vendor must verify current licenses/certification and obtain copies for the personnel file.
- **3.3.** Vendor must present licenses and/or certification within four (4) hours of WVVNF request.
- **3.4.** Providing an employee to WVVNF who has a probationary or suspended license may be cause for contract termination.
- **3.5.** Vendor shall have a minimum of three (3) years' experience in the Nursing Facility setting.
- **3.6.** Vendor must be able to provide references upon request of WVVNF.

4. QUALIFICATIONS OF OCCUPATIONAL THERAPIST AND

OCCUPATIONAL THERAPIST ASSISTANT: Occupational Therapist and Occupational Therapist Assistant must have the following licenses/certifications; knowledge and understanding to include the following:

- **4.1.** Must be licensed as an Occupational Therapist in the State of West Virginia.
- **4.2.** Must be a Certified Occupational Therapy Assistant in the State of West Virginia.
- **4.3.** Must comply with the West Virginia State Board of Occupational Therapy Examiners Rules and Regulations.
- **4.4.** Must comply with the West Virginia Administrative Code Statues governing in Occupational Therapy.
- **4.5.** Must comply with the West Virginia revised statutes governing Occupational Therapy.
- **4.6.** Must be familiar with the Occupational Safety Health Association (OSHA) regulations.

5. QUALIFICATIONS OF PHYSICAL THERAPIST AND PHYSICAL

THERAPIST ASSISTANT: Physical Therapist and Physical Therapist Assistant must have the following licenses/certifications; knowledge and understanding to include the following:

- **5.1.** Must be licensed as a Physical Therapist in the State of West Virginia.
- **5.2.** Must comply with the West Virginia State Board of Physical Therapy Rules and Regulations.
- **5.3.** Must comply with the West Virginia Administrative code statutes governing Physical Therapy.
- **5.4.** Must comply with the revised statutes governing Physical Therapy.
- **5.5.** Must be familiar with the Occupational Safety Health Association (OSHA) regulations.
- 6. QUALIFICATIONS OF SPEECH-LANGUAGE PATHOLOGIST: Speech-Language Pathologist must have the following licenses/certifications; knowledge and understanding to include the following:
 - **6.1.** Must be licensed as a Speech-Language Pathologist in the State of West Virginia.
 - **6.2.** Must have certification in clinical competence in speech language pathology granted by the American Speech and Hearing Association.
 - **6.3.** Must comply with the West Virginia Administrative Code Statutes governing Speech Pathology.
 - **6.4.** Must be familiar with the Occupational Safety Health Association (OSHA) regulations.

7. MANDATORY CONTRACT SERVICES REQUIREMENTS AND

DELIVERABLES: Contract Services must meet or exceed the mandatory requirements listed below:

- 7.1. OCCUPATIONAL THERAPY SERVICES: The Occupational Therapist must perform the following services to include the following:
 - 7.1.1. Provide occupational (clinical) therapy as prescribed by the resident's attending physician.

- 7.1.2. Incorporate the occupational therapy program with the resident's total plan of care.
- 7.1.3. Coordinate occupational therapy services with the resident's attending physician and the WVVNF nursing staff.
- 7.1.4. Participate in in-service training programs for nursing services and other related services. In-service training programs are held at the WVVNF. All inservice training materials will be provided at the cost of the WVVNF.
- 7.1.5. Attend and participate in resident assessment and care planning meetings as necessary.
- 7.1.6. Provide written, dated and signed reports of each consultation visit to the Nursing Supervisor. Such reports will contain the therapist's:
 - A. Findings
 - B. Recommendations
 - C. Plans for implementation.
 - D. Plans for continued assessments.
- 7.1.7. Assist the attending physician in an evaluation of a resident's level of function by applying diagnostic and prognostic tests.
- 7.1.8. Maintain the confidentiality of resident information as established by the WVVNF and HIPAA policies and procedures.
- **7.2. OCCUPATIONAL THERAPIST ASSISTANT:** The Occupational Therapist Assistant must perform the following services to include the following:
 - 7.2.1. Help residents with rehabilitative activities and exercises outlined in treatment plan developed in collaboration with an occupational therapist.
 - 7.2.2. Record residents' progress for the Occupational Therapist.
 - 7.2.3. Maintain a safe and therapeutic environment; clean assigned areas and equipment; inspect equipment to ensure safe working conditions and provide routine maintenance; store materials and supplies properly to preserve quality and maintain clinic appearance; inventory consumables; and procure necessary materials and equipment to implement therapeutic programs.

- 7.2.4. Maintain the confidentiality of resident information as established by the WVVNF and HIPAA policies and procedures.
- **7.3. PHYSICAL THERAPY SERVICES:** The Physical Therapist must provide physical therapy as prescribed by the resident's attending physician and will be responsible for performing the following services to include the following:
 - 7.3.1. Render therapy services to our residents in order to prevent deformities and reduce liabilities.
 - 7.3.2. Coordinate physical therapy services with nursing and other support services.
 - 7.3.3. Assist the resident in attaining his/her highest practicable level of function.
 - 7.3.4. Develop and participate in in-service training programs for nursing services and other related services. In-service training programs are held at the WVVNF on a monthly basis. All training materials will be provided at the cost of the WVVNF.
 - 7.3.5. Attend and participate in resident assessment and care planning meetings as necessary.
 - 7.3.6. Provide written, dated and signed reports of each consultation visit to the Nursing Supervisor. Such reports will contain the therapist's:
 - A. Findings
 - B. Recommendations
 - C. Plans for implementation.
 - D. Plans for continued assessments.
 - 7.3.7. Keep the resident's attending physician informed of the resident's progress and make appropriate recommendations.
 - 7.3.8. Maintain the confidentiality of resident information as established by the WVVNF and HIPAA policies and procedures.
- **7.4. PHYSICAL THERAPY ASSISTANT:** The Physical Therapy Assistant will be responsible for performing the following services to include the following:
 - 7.4.1. Assist physical therapist in providing services that help improve mobility, relieve pain, and prevent or limit permanent physical disabilities.
 - 7.4.2. Maintain the confidentiality of resident information as established by the WVVNF and HIPAA policies and procedures.

- **7.5. PHYSICAL THERAPY ASSISTANT:** The Physical Therapy Assistant will be responsible for performing the following services to include the following:
 - 7.5.1. Assist physical therapist in providing services that help improve mobility, relieve pain, and prevent or limit permanent physical disabilities.
 - 7.5.2. Maintain the confidentiality of resident information as established by the WVVNF and HIPAA policies and procedures.
- **7.6. SPEECH THERAPY SERVICES**: The Speech-Language Pathologist must perform the following services to include the following:
 - 7.6.1. Provide services as prescribed by the resident's attending physician.
 - 7.6.2. Plan, organize and direct speech pathology programs that meet the resident's needs.
 - 7.6.3. Coordinate services with the attending physician and nursing services.
 - 7.6.4. Incorporate speech programs into the resident's total care plan.
 - 7.6.5. Enter written notes in the resident's medical record after each treatment. Notes must indicate the treatment performed and the reaction of the resident to the treatment. Notes must be signed by the speech pathologist or audiologist.
 - 7.6.6. Provide written, dated and signed reports of each consultation visit to the Nursing Supervisor. Such reports must contain the therapist's:
 - A. Findings.
 - B. Recommendations.
 - C. Plans for implementation.
 - D. Plans for continued assessments.
 - 7.6.7. Instruct other health team personnel and family members in methods of assisting the resident to improve or correct a speech or swallowing disorder.
 - 7.6.8. Vendor shall have certification in clinical competence in speech language pathology granted by the American Speech and Hearing Association. Certification shall be provided upon request.
 - 7.6.9. Maintain the confidentiality of resident information as established by the WVVNF and HIPAA policies and procedures.

8. OTHER GENERAL VENDOR REQUIREMENTS:

- **8.1.** All staff assigned to WVVNF, pursuant to this agreement will, for all purposes, be considered an employee of the Vendor only. The Vendor must assume sole and exclusive responsibility for the payment of wages and any benefits to the employees providing services to WVVNF.
- **8.2.** Vendor must ensure that all employees assigned to work at WVVNF have an annual physical and tuberculosis (TB) screening before commencing work and yearly thereafter. The physical and TB screening will be performed at and provided by WVVNF.
- **8.3.** Vendor and Therapists must maintain the confidentiality of resident information as established by HIPAA as well as WVVNF policies and procedures.
- **8.4.** Vendor must assign a Program Manager to assume responsibility for the supervision of the rehabilitation services. The Program Manager will be the contact person required to respond to any circumstances requiring assistance and/or coordination of services. The Program Manager may be a licensed therapist assigned to the facility.
- **8.5.** Vendor must provide rehabilitative services to WVVNF Veterans and members at least six (6) days a week, Monday through Saturday, 7 am 7 pm, or as otherwise instructed by WVVNF.
- **8.6.** Vendor must provide physical, occupational and speech therapy services in accordance with the attending physician's orders and treatment plan.
- **8.7.** Vendor must work with Physicians, Nurses, Physical Therapists, Occupational Therapists, Dietary Consultants and any other WVVNF care and/or rehabilitative services in determining care planning and treatment modalities.
- **8.8.** Vendor must assess resident progress and response to treatment and participate as necessary in care plan reviews with the interdisciplinary care plan team.
- **8.9.** Vendor must provide home assessments for potential discharges and report outcomes to the interdisciplinary team.

- **8.10.** Vendor must provide oversight of wheelchair clinic, and maintain inventory of wheelchairs, equipment and accessories (assigned and unassigned).
- **8.11.** Vendor must determine rehabilitation goals for each resident based on their needs, relative to their physical and mental level of functioning, their overall care plan and preferences.
- **8.12.** Program Manager must be available to attend meetings and work with the Administrative and Nursing staff to ensure that the rehabilitation program is meeting facility goals and objectives. Program manager will assist with marketing, surveys, provide in-service, assist with pre-admission screenings, provide staff training, monitor QI/QA, provide outcome measurements and resident satisfaction surveys and complete other assignments as designated by the Administrator or Assistant Administrator.
- **8.13.** The Regional Director must perform clinical and regulatory reviews and submit quarterly reports for quality assurance.
- **8.14.** The Program Manager will provide additional documentation regarding the services provided, upon the request of the WVVNF Administrator.
- **8.15.** Vendor must provide recommendations for staffing patterns appropriate to the rehabilitation caseload.
- **8.16.** Vendor must monitor productivity and efficiency of rehabilitation service staff.
- **8.17.** Vendor must maintain records of patient service, utilize tracking systems, forms, etc. and have detailed polices on completion of these records.
- **8.18.** Vendor must verify all services through documentation in the resident's clinical record in accordance with best practice in the field.
- **8.19.** Vendor must provide any documentation upon inquires of Medicare, Medicaid and other third-party payers for services provided.
- **8.20.** Offers ability to provide therapy information for MDS data collections based on state, BA, and Federal guidelines.
- **8.21.** Vendor must provide services within the budgetary limits as defined by WVVNF.
- **8.22.** Vendor must provide a copy of their corporate compliance manual/program at the request of WVVNF.

- **8.23.** Vendor must meet WVVNF's requirements for health screening and documentation of immunizations.
- **8.24.** Vendor must provide marketing support of the therapy program and the facility.
- **8.25.** Vendor must provide continuous services to the WVVNF during the term of this contract and in accordance therewith, arrange to provide the services of another therapist during any absence(s), vacation(s), period of illness(s), or limited period when the therapist is not available.
- **8.26.** Vendor must complete comprehensive clinical audits on at least a monthly basis. Documentation will be reviewed for clinical reasoning, technical accuracy, and medical necessity. WVVNF may conduct unannounced documentation reviews. Should the result(s) fall below the standards agreed upon by the Vendor and WVVNF, a formalized plan of corrections must be instituted. Audits must be reviewed with the Administrator or Assistant Administrator.
- **8.27.** Vendor must provide WVVNF statistical information for cost reporting.
- **8.28.** Vendor must provide and maintain written documentation in individual charts of patient treatment, progress and evaluations in accordance with WVVNF policies and procedures, and in accordance with requirements of Federal and State governmental agencies and/or other third-party payers.
- **8.29.** Vendor and vendor personnel assigned to WVVNF must follow WVVNF work policies, standards and procedures at all times and conform in all respects with regard to physical, fire and security regulations while on the premises of the WVVNF.
- **8.30.** All personnel assigned by vendor must attend the 3-day WVVNF employee orientation at WVVNF annually as instructed by WVVNF staff development personnel. Time spent in training shall be billed at each individual's regular hourly rate.
- **8.31.** All personnel assigned must be employees of the Vendor at the time of any specific work assignment to the WVVNF.
- **8.32.** Before making a referral of one of its employees, vendor must assure that the individual being referred has, at a minimum, the qualifications for the required assignment and is able to perform the duties required by the WVVNF.

- **8.33.** Personnel provided by the vendor must follow WVVNF rules, to include but not limited to the following:
 - A. No smoking is allowed on the premises.
 - **B.** Interacting cordially with WVVNF personnel and residents.
 - **C.** Responding professionally to WVVNF supervisory personnel.
 - **D.** Following other State/WVVNF rules as required.
 - **E.** Parking in WVVNF assigned locations when reporting for duty.
- **8.34.** When reappointing a licensed independent practitioner, the vendor must review such individual's record for experience.
- **8.35.** Vendor must systematically assess whether individual with clinical privileges act within the scope of work.
- **8.36.** Upon request, Vendor must provide copies of credential records and applications to the WVVNF Purchasing Office for each licensed practitioner providing services at WVVNF.
- **8.37.** Vendor must comply with WVVNF internal therapy authorization process and all policies and procedures. WVVNF will provide policies and procedures upon award of the resultant contract.
- **8.38.** Vendor must submit the following written monthly reports, at a minimum, to WVVNF.
 - **A.** A full statement of services indicating services rendered, the name of resident treated, time expended by minutes per resident, broke out by discipline and payer source (Medicare B and Private Pay).
 - **B.** Vendor must provide the monthly billing logs within two (2) business days of the month end.
- **8.39.** Vendor must inform WVVNF in writing and receive approval prior to initiating any significant changes in procedure related to patient care, billing and/or scope of work.
- **8.40.** Vendor must maintain security over all records, reports and related material(s) and will release such information only in a manner authorized by WVVNF.
- **8.41.** Vendor must bill Medicare Part B for services rendered and must provide proof that they are a provider of Medicare Part B prior to award of contract.

9. AGENCY (WVVNF) RESPONSIBILITIES:

- **9.1.** Agency will provide office and treatment space to the vendor, as necessary for the purpose of rendering services as outlined in the contract. Agency shall supply and furnish the basic equipment necessary for the proper operation of rehabilitative services.
- **9.2.** Agency shall provide a computer for vendors use. All information technology policies shall apply.
- **9.3.** Agency shall provide all internal policies and procedures to the vendor upon award of the resultant contract.

10. CONTRACT AWARD:

- **10.1. Contract Award:** The Contract is intended to provide Agency with a purchase price for the Contract Services. The Contract shall be awarded to the Vendor that provides the Contract Services meeting the required specifications for the lowest overall total cost as shown on the Pricing Page.
- **10.2. Pricing Page:** Vendor should complete the Pricing Pages (Exhibit A) by listing Hourly Rate Amount for each line item and the extended Amount for each item listed (individual Hourly Rate (x) estimated Number of Hours per year as listed for each item), and overall total cost (this number should come from the estimated Number of Hours per Year totals). Vendor should complete the Pricing Pages (Exhibit A) in their entirety as failure to do so may result in Vendor's bid being disqualified.

Vendors should type or electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address: <u>david.h.pauline@wv.gov</u>

PLEASE READ THIS SECTION IN ITS ENTIRETY:

IF VENDOR IS SUBMITTING AN ELECTRONIC BID:

Vendor MUST complete the ATTACHED Pricing Page, Exhibit A. If bidding electronically, Vendor is to put \$0.00 on the commodity line in wvOASIS, complete the Excel Pricing Page, and upload into wvOASIS as an attachment. Only pricing submitted via Exhibit A Pricing Page will be evaluated for award.

- **11. PERFORMANCE:** Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Agency. In the event that this Contract is designated as an open-end contract, Vendor must perform in accordance with the release orders that may be issued against the Contract.
- **12. PAYMENT:** Agency shall pay hourly rate, as shown on the Pricing Pages, for all Contract Services performed and accepted under this Contract. Vendor must accept payment in accordance with the payment procedures of the State of West Virginia.
- **13. TRAVEL:** Vendor will be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the flat fee or hourly rate listed on Vendor's bid, but such costs will not be paid separately.
- 14. FACILITIES ACCESS: Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:
 - **14.1.** Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
 - **14.2.** Vendor must be responsible for controlling cards and keys and must pay replacement fee, if the cards or keys become lost or stolen.
 - **14.3.** Vendor must notify Agency immediately of any lost, stolen, or missing card or key.
 - **14.4.** Anyone performing under this Contract will be subject to Agency's security protocol and procedures.
 - 14.5. Vendor must inform all staff of Agency's security protocol and procedures.
- **15. VENDOR DEFAULT:** The following shall be considered a vendor default under this Contract.
 - **15.1.** Failure to perform Contract Services in accordance with the requirements contained herein.
 - **15.2.** Failure to comply with other specifications and requirements contained herein.
 - **15.3.** Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

- **15.4.** Failure to remedy deficient performance upon request.
- **15.5.** The following remedies shall be available to Agency upon default.
 - A. Cancellation of the Contract.
 - **B.** Cancellation of one or more release orders issued under this Contract.
 - **C.** Any other remedies available in law or equity.

16. MISCELLANEOUS:

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

Contract Manager:	Jennifer Mulraney
Telephone Number:	(814) 691-8571
Fax Number: (814)	506-8213
Email Address: jm	ulraney@benchmarktherapies.com