



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

State of West Virginia Master Agreement

Order Date: 10-05-2021

CORRECT ORDER NUMBER MUST
APPEAR ON ALL PACKAGES, INVOICES,
AND SHIPPING PAPERS. QUESTIONS
CONCERNING THIS ORDER SHOULD BE
DIRECTED TO THE DEPARTMENT
CONTACT.

Order Number:	CMA 0613 9905 VNF1900000006 4	Procurement Folder:	491920
Document Name:	Respiratory supplies, equipment and maintenance	Reason for Modification:	
Document Description:	Respiratory supplies, equipment and maintenance	Change Order No. 3 To renew contract	
Procurement Type:	Central Master Agreement		
Buyer Name:			
Telephone:			
Email:			
Shipping Method:	Best Way	Effective Start Date:	2018-09-21
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	2022-09-20

VENDOR	DEPARTMENT CONTACT																				
Vendor Customer Code: 000000210246 RESPIRATORY THERAPY SERVICES LLC 522 16TH ST DUNBAR WV 25064 US Vendor Contact Phone: 304-766-9357 Extension: Discount Details: <table><thead><tr><th></th><th>Discount Allowed</th><th>Discount Percentage</th><th>Discount Days</th></tr></thead><tbody><tr><td>#1</td><td>No</td><td>0.0000</td><td>0</td></tr><tr><td>#2</td><td>No</td><td></td><td></td></tr><tr><td>#3</td><td>No</td><td></td><td></td></tr><tr><td>#4</td><td>No</td><td></td><td></td></tr></tbody></table>		Discount Allowed	Discount Percentage	Discount Days	#1	No	0.0000	0	#2	No			#3	No			#4	No			Requestor Name: Michael A Clevenger Requestor Phone: 304-626-1600 Requestor Email: michaelclevenger06@gmail.com 22 FILE LOCATION _____
	Discount Allowed	Discount Percentage	Discount Days																		
#1	No	0.0000	0																		
#2	No																				
#3	No																				
#4	No																				

INVOICE TO	SHIP TO
DIVISION OF VETERANS AFFAIRS 1 FREEDOMS WAY CLARKSBURG WV 26301 US	VETERAN'S NURSING FACILITY 1 FREEDOMS WAY CLARKSBURG WV 26301 US

Total Order Amount:

Open End

Purchasing Division's File Copy

ENTERED

PURCHASING DIVISION AUTHORIZATION

DATE:

ELECTRONIC SIGNATURE ON FILE

ATTORNEY GENERAL APPROVAL AS TO FORM

DATE:

ELECTRONIC SIGNATURE ON FILE

ENCUMBRANCE CERTIFICATION

DATE:

ELECTRONIC SIGNATURE ON FILE



*West Virginia Veterans Nursing Facility
One Freedoms Way
Clarksburg WV 26301*

September 21, 2021

Paula Vinyard
Respiratory Therapy Services, LLC
522 16th Street
Dunbar, WV 25064

Re: Renewal CMA 0613 9905 VNF19*06

Dear Ms. Vineyard,

Provisions were included in the original contract documents to renew the referenced contract under the same terms, conditions, and pricing. The renewal dates are 09/21/21 through 09/20/22. If your company agrees to this renewal, please sign below and return to my attention as soon as possible.

Also attached is a Purchasing Affidavit to be part of the agreement and is required to be completed. If you have any questions or concerns, please feel free to contact me at (304) 626-1600 x3010.

Regards,

Michael Clevenger
Procurement Supervisor

Attachments

We agree to renew the contract for the period stated above under the same terms, conditions, and pricing as in the original Purchase Order and any subsequent Change Orders.

x
SIGNATURE

9-24-21
DATE

Paula S. Vinyard
PRINT NAME

An Equal Opportunity Employer

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 exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (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.

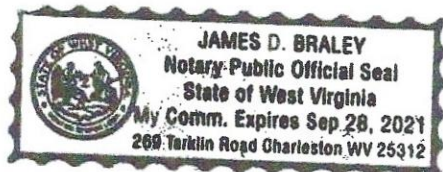
WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Respiratory Therapy Services, LLC
Authorized Signature: [Signature] Date: 9-24-21
State of West Virginia
County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 24 day of September, 2021.
My Commission expires September 28, 2021.

AFFIX SEAL HERE

NOTARY PUBLIC



[Signature]
Purchasing Affidavit (Revised 01/19/2018)

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West Virginia Secretary of State — Online Data Services

Business and Licensing

Online Data Services Help

Business Organization Detail

NOTICE: The West Virginia Secretary of State's Office makes every reasonable effort to ensure the accuracy of information. However, we make no representation or warranty as to the correctness or completeness of the information. If information is missing from this page, it is not in the The West Virginia Secretary of State's database.

RESPIRATORY THERAPY SERVICES, LLC

Organization Information								
Org Type	Effective Date	Established Date	Filing Date	Charter	Class	Sec Type	Termination Date	Termination Reason
LLC Limited Liability Company	9/27/1999		9/27/1999	Domestic	Profit		9/7/2074	

Organization Information			
Business Purpose	4234 - Wholesale Trade - Merchant Wholesalers, Durable Goods - Professional and Commercial Equip and Supply Merchant Wholesale (photographic, office, computers, peripherals, medical, dental, hospital, ophthalmic goods)		
Charter County	Kanawha	Control Number	15099
Charter State	WV	Excess Acres	
At Will Term	T	Member Managed	MBR
At Will Term Years	75	Par Value	

Authorized Shares	Young Entrepreneur	Not Specified

Addresses	
Type	Address
Designated Office Address	522 16TH STREET DUNBAR, WV, 25064
Mailing Address	522 16TH STREET DUNBAR, WV, 25064 USA
Notice of Process Address	PAULA S. VINEYARD 522 16TH STREET DUNBAR, WV, 25064
Principal Office Address	522 16TH STREET DUNBAR, WV, 25064 USA
Type	Address

Officers	
Type	Name/Address
Member	PAULA VINEYARD 522 16TH STREET DUNBAR, WV, 25064
Organizer	KINETIC HEALTH CARE, LLC 111 MAIN STREET RIPLEY, WV, 25271 USA
Organizer	PAULA VINEYARD 442 STRAWBERRY ROAD SAINT ALBANS, WV, 25177 USA
Type	Name/Address

DBA			
DBA Name	Description	Effective Date	Termination Date
ELANA HEALTH	TRADENAME	6/13/2008	

LOOP MEDICAL	TRADENAME	11/1/2018	
DBA Name	Description	Effective Date	Termination Date

Annual Reports			
Filed For			
2021			
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For more information, please contact the Secretary of State's Office at 304-558-8000.

Tuesday, October 5, 2021 — 2:52 PM

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