



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
 VNF1008

PAGE
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
 BUYER 32
 304-558-2544

*B16150835 304-766-9357
 RESPIRATORY THERAPY SVCS LLC
 522 16TH ST
 DUNBAR WV 25064

DIVISION OF VETERANS AFFAIRS
 VETERANS NURSING FACILITY
 ONE FREEDOMS WAY
 CLARKSBURG, WV
 26301 304-627-2415

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
08/25/2010				

BID OPENING DATE: 09/09/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		271-80		
RESPIRATORY CARE SERVICES & RELATED PRODUCTS OPEN-END CONTRACT TO PROVIDE RESPIRATORY CARE SERVICES AND RESPIRATORY CARE PRODUCTS FOR THE WEST VIRGINIA VETERANS NURSING FACILITY, CLARKSBURG, WV, PER THE ATTACHED SPECIFICATIONS AND BID FORM. EXHIBIT 3 LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE. UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT. RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE						

RECEIVED
 2009 SEP -7 A 10:39
 PURCHASING DIVISION
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *John S. V...* TELEPHONE: 304-766-9357 DATE: 9-1-10
 TITLE: OWNER FEIN: 55-0769247 ADDRESS CHANGES TO BE NOTED ABOVE

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

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

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

INSTRUCTIONS TO BIDDERS

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



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VENDOR

*B16150835 304-766-9357
 RESPIRATORY THERAPY SVCS LLC
 522 16TH ST

 DUNBAR WV 25064

SHIP TO

DIVISION OF VETERANS AFFAIRS
 VETERANS NURSING FACILITY

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<p>ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICE SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE	TELEPHONE	DATE	
<i>James S. ...</i>	304-766-9357	9-1-10	
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	
OWNER	55-0769287		

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<p>WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 05/26/2009</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 style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Diana S. V...</i>	TELEPHONE 304-766-9357	DATE 9-1-10
TITLE OWNER	FEIN 55-0769247	ADDRESS CHANGES TO BE NOTED ABOVE

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RESPIRATORY CARE SERVICES BID SPECIFICATIONS & INSTRUCTIONS

PURPOSE

The *WV Veterans Nursing Facility* (hereinafter also referred to as *Agency* and/or *Facility*) is seeking bids from qualified Respiratory Care Providers (hereinafter also referred to as *Vendor*) to provide Respiratory Care Services. The following is to serve as instructions for potential bidders.

GENERAL INFORMATION

- A) The WV Veterans Nursing Facility is located at One Freedoms Way, Clarksburg, WV 26301. The WV Veterans Nursing Facility is a 120 bed nursing facility for veterans, with the potential of 20 beds for special needs veterans.
- B) Bidders must complete all required spaces on the enclosed pricing pages (Bid Quotation Sheets). **Respiratory Labor Rates, Respiratory Supplies and Equipment and Maintenance Programs Schedule must be completed and submitted with bid.**
- C) Deliveries must be made during the hours of 8:00 a.m. – 3:00 p.m., Monday through Friday, except state and federal holidays.
- D) Successful bidders must be a registered vendor with the WV State Purchasing Division.

CONTRACT DETAIL

- A) Duties of the Respiratory Care Provider
 - 1) The Respiratory Care Provider will provide respiratory therapy-related services for residents of the facility during the term of agreement.
 - 2) Confidentiality
 - (a) Facility and Vendor acknowledge and agree:
 - (i) that the systems, methods, procedures, written materials and controls employed in the performance of this agreement are confidential and proprietary in nature
 - (ii) shall always remain the property of the parties
 - (iii) shall not, at any time in the future, be disclosed to the third parties, or utilized, distributed, copied or otherwise used by the parties or their employees or agents except as necessary to comply with legal or regulatory requirements.
- B) Services
 - 1) Services may include, but are not limited to the following:
 - (a) Assessment and diagnostic evaluation
 - (b) Maintain artificial airways
 - (c) Ventilator therapy
 - (d) Therapeutic use and monitoring of oxygen equipment
 - (e) Bronchial hygiene therapy

- (f) Pulmonary function tests/incentive spirometry/blood gas analysis
 - (g) Breathing retraining
 - (h) Patient education
 - (i) Oxygen and oxygen equipment
 - (j) Respiratory supplies and equipment
- 2) These services, hereinafter called *Respiratory Care Services*, will be provided for the residents of the Facility, as and to the extent prescribed by physicians licensed in the practicing state. Additionally, at the Facility's request, the vendor shall provide the Facility with any or all of the following services:
- (a) Vendor shall establish and assume administrative responsibility over the Facility's Respiratory Therapy Program (*RT program*). This RT program will include:
 - (i) assigning patient care activities to professional and nonprofessional therapy personnel
 - (ii) supervising and evaluating work performance and interpreting responsibilities and Facility policies
 - (iii) professional administration of all aspects of Respiratory Care Services at the Facility
 - (iv) in-service programs with respect to Respiratory Care Services
 - (v) attendance at Facility in-service programs with respect to Respiratory Care Services
 - (vi) attendance at Facility staff meetings upon request of the Facility
 - (vii) emergency consultation with respect to the administration of respiratory services
 - (b) Vendor shall assure
 - (i) execution of physicians' orders
 - (ii) oversee the maintenance of therapy records
 - (iii) assure the availability of supplies and equipment
 - (iv) conduct in-house rounds
 - (c) Vendor shall ensure that all therapists provided to Facility are qualified therapy personnel, licensed, registered or certified, as required by applicable provisions of state laws, rules and regulations.
 - (d) Vendor shall keep Facility fully informed of the performance of the RT program through periodic reports.
- C) Quality Assurance and Recordkeeping
- 1) Vendor shall ensure all documentation techniques provide accurate and appropriate recordkeeping according to applicable state and federal laws and regulations.
 - 2) Vendor shall provide ongoing quality assurance by periodic observation and critiquing of treatment sessions.
 - 3) Vendor shall provide consultation on reimbursement criteria.
 - 4) Vendor shall provide consultation in accordance with state and federal laws, standards, rules and regulations, on integrated treatment programs with nursing staff.
 - 5) Vendor shall provide coordination and education of related staff with regard to implementation of new treatment techniques and reimbursement for those procedures.
 - 6) Vendor shall devote such time as may be required in order to fulfill satisfactorily the requirements for services specified in this section.
 - 7) Vendor shall provide in-service programs to the Facility staff, as reasonably requested by Facility.

*WV Veterans Nursing Facility
Respiratory Care Services*

- 8) Vendor shall maintain all required records for Facility to obtain reimbursement for such services.
 - 9) Vendor shall provide all necessary records, charts and reports to Facility subject to such confidentiality requirements as pursuant to applicable laws, rules and regulations.
- D) Staffing
- 1) Vendor shall provide the Facility with the respiratory personnel necessary to provide the services. All respiratory personnel will be employees of the Vendor's company.
- E) Supplies and Equipment
- 1) Rates for these items are listed in Bid Quotation form labeled Supplies and Equipment Schedule (see attached).
- F) Maintenance Programs
- 1) Vendor shall provide the Facility with the respiratory personnel necessary to provide the maintenance programs as described in the Maintenance Programs Schedule. (see attached).
 - 2) The time required to provide this service will be independent of the time spent in providing the services described in Respiratory Labor Rates.
- G) Compensation for Services
- 1) The Facility will be billed at an hourly rate for any of the services which are requested by the Facility or prescribing physician.
- H) Personnel
- 1) Throughout the term of this agreement, the Vendor shall employ licensed, qualified personnel to work in the Facility.
 - 2) Hiring new employees and terminating existing Respiratory Care Personnel shall be the responsibility of the Vendor.
 - 3) The hiring process for Respiratory Care personnel shall include criminal background checks, pre-employment drug screening and PPD testing.
 - 4) Facility reserves the right to ask for an employee to be removed.
 - 5) Vendor employees must follow Facility conduct and ethics regulations and other applicable regulations as determined by applicable state and federal law and regulations.
 - 6) Vendor shall supply documentation of company hiring/termination, and orientation, as well as employee conduct policy and training documents to the facility, including grievance procedures, if any.
- I) Insurance
- 1) Vendor shall maintain general and professional liability insurance coverage with annual limits of not less than one million (\$1,000,000) per occurrence and three million (\$3,000,000) in the aggregate.
- J) Licenses
- 1) Vendor shall maintain, to the extent required, all licenses necessary for the provision of Respiratory Care Services under this agreement.

K) Duties of Facility

- 1) The WV Veterans Nursing Facility will carry out the following responsibilities during the term of the Respiratory Services Agreement.
- 2) Responsibilities
 - (a) Facility assumes overall administrative responsibility for services rendered.
- 3) Insurance
 - (a) Facility will maintain its own liability insurance coverage provided by BRIM (Board of Risk Insurance Management).
- 4) Confidentiality
 - (a) Facility and Vendor acknowledge and agree:
 - (i) that the systems, methods, procedures, written materials and controls employed in the performance of this agreement are confidential and proprietary in nature
 - (ii) shall always remain the property of the parties
 - (iii) shall not, at any time in the future, be disclosed to the third parties, or utilized, distributed, copied or otherwise used by the parties or their employees or agents except as necessary to comply with legal or regulatory requirements.
- 5) Cooperation
 - (a) Facility shall immediately report to Vendor any personnel or clinical problems associated with Respiratory Care Services it becomes aware of, and shall cooperate fully with Vendor in the investigation of such problems and of problems independently uncovered by or reported to Vendor.

MAINTAINACE PROGRAMS

CONCENTRATORS

Quarterly Maintenance

The Vendor will follow the manufacturer's suggested maintenance schedule that includes, but is not limited to the following:

- Analyze concentrator to assure unit is producing the percentage of oxygen specified by the manufacturer.
- Tag unit with the results including the date, hours, and purity.
- Test flow rate for accuracy (within + or - 0.5 LPM).
- Clean unit with disinfectant.
- Test *disconnect alarm* to assure proper activation in case of power failure.
- Examine electrical cord for loose or frayed wires.
- Inspect the case and power cord for any damage, loose or broken ground plugs.
- Remove, clean, and replace side air take filter.
- Provide documentation for state inspections.
- Replace filters.
- Document the test on MAINTENANCE FORM.

SUCTION MACHINES

Quarterly Maintenance

The Vendor will follow the manufacturer's suggested maintenance schedule that includes, but is not limited to the following:

- Inspect the case and power cord for any damage, loose or broken ground plugs.
- Inspect filter intake (replace if occluded).
- Check vacuum gauge to assure needle is on zero in the off position.
- Turn unit on, the needle should continue to increase when end of hose is occluded.
- Clean unit with disinfectant. Fill out the Preventive Maintenance. Tag with your initials and the date next inspection is due.
- Document the test on SUCTION MAINTENANCE FORM.

NEBULIZER

Quarterly Maintenance

The Vendor will follow the manufacturer's suggested maintenance schedule that includes, but is not limited to the following:

- Inspect the case and power cord for any damage, loose or broken ground plug.

- Inspect intake filter (replace if occluded).
- Connect Oxygen Flow Tester to outlet connector. Unit must be at 8 LPM to pass.
- Clean unit with disinfectant.
- Fill out the Preventative Maintenance Tag with your initials and the date next inspection is due.
- Document the test on NEBULIZER MAINTENANCE FORM

Respiratory Labor Rates, Supplies and Equipment Schedule Bid Quotation Form
Charges are according to schedule by the *Each, Day, Month, etc.*

**** ALL ORDER QUANTITIES ARE ESTIMATED AND FOR BIDDING PURPOSES ONLY*****

DESCRIPTION	Estimated Usage	Unit Price	Amount
Equipment Technician	25 Hours	16.50	412.50
Respiratory Therapist	200 Hours	22.50	4500.00
Emergency Call-Out	10 Hours	50.00	500.00
Supplies			
ABG Kit	25	4.19	104.75
Aerochamber	50	9.87	493.50
Aerosol Face Mask	200	1.85	370.00
Aerosol Tubing, 6ft	200	2.15	430.00
Bacteria Filter	100	3.49	349.00
Drain Bag/Water Trap	100	1.50	150.00
Drain Sponge, 4x4	100	.75	75.00
E-Z Wrap	50	2.29	114.50
Humid. Bottle, 340 ml	150	2.25	337.50
Humid. Bottle, 650 ml	50	3.12	156.00
Incentive Spirometer	125	9.87	1233.75
Inner Cannula, Shiley	200	6.00	1200.00
Jet Neb, 760 ml	100	2.50	250.00
Manual Resuscitator	200	16.54	3308.00
NaCl, 3 cc Unit Dose	200	.29	58.00
Nasal Cannula	200	.69	138.00
Non-Rebreather Mask	225	3.34	751.50
Nebulizer Kit	200	.80	160.00
O ₂ Tube Connector	150	.39	58.50
O ₂ Tubing, 7 ft	100	.25	25.00
Passy Muir Valve	125	69.00	8625.00
Respiratory Exerciser	125	8.39	1048.75
Sputum Trap	100	3.39	339.00
Suction Bottle w/Lid	100	2.62	262.00
Suction Catheter Kit	50	2.29	114.50
Suction Tubing, 6 ft	50	2.49	124.50
Trach Care Cleaning Kit	200	4.89	978.00

	DESCRIPTION		Estimated Usage	Unit Price	Amount
	Trach Mask (Collar)	Each	150	1.89	283.50
	Trach Tubes, Shiley Cuffed	Each	150	57.80	8670.00
	Trach Tube Holder	Each	150	3.00	450.00
	Treatment Bag	Each	150	.59	88.50
	Yankauer Suction Tip	Each	150	1.95	292.50
	BiPAP/CPAP Tubing	Each	100	5.00	500.00
	BiPAP Mask	Each	100	59.87	5987.00
	BiPAP Whisper Swivel	Each	100	2.00	200.00
	Headgear	Each	125	19.79	2473.75
	Flutter Valve Mucous Clearing Device	Each	100	28.00	2800.00
	Nipple and Nut	Each	250	.87	217.50
	Ballard Suction Catheter	Each	100	1.30	130.00
	Pressure line Adapter	Each	100	1.79	179.00
	Suction Catheter Only	Each	100	1.49	149.00
	Aerosol T Adapter	Each	100	.79	79.00
	Vent Adaptor	Each	120	1.79	214.80
	Vent Circuit Single	Each	120	7.67	920.40
	Cannula 25ft with Tubing	Each	50	1.17	58.50
	Cannula 14ft with Tubing	Each	50	.63	31.50
	Adaptor 15x22 mm	Each	50	1.13	56.50
	Oxygen Mask Simple	Each	100	1.79	179.00
Rentals					
E	Medium Volume Compressor	Month	75	54.45	4083.75
E	Neb. Compressor (Pulmo Aide)	Month	50	9.00	450.00
E	O ₂ Concentrator	Month	40	139.97	5598.80
	Pulse Oximetry	Day	5	6.00	30.00
E	Suction Machine	Month	100	63.89	6389.00
E	BiPap-S	Month	50	157.00	7850.00
E	CPAP	Month	25	87.00	2175.00
	E or H Stand	Day	50	1.00	50.00
	E or H Regulator	Day	75	2.00	150.00
	EKG Test	Each	50	225.00	11250.00

Rev. 09/08

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: Respiratory Therapy Services LLC Signed: [Signature]
DBA. Elena Health
Date: 9-1-10 Title: ITS SOLE MEMBER

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

VNF1008

RFQ No. _____

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 owned 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: Respiratory Therapy Services LLC, DBA Elana Health

Authorized Signature: *Paula S. King* Date: 9-1-10

State of West Virginia

County of Kanawha, to-wit:

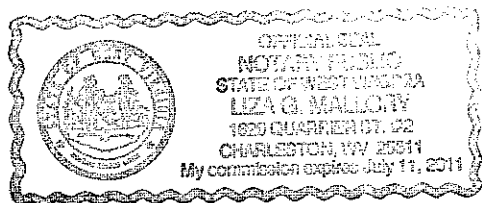
Taken, subscribed, and sworn to before me this 1 day of September, 2010 pm

My Commission expires July 11, 2011.

NOTARY PUBLIC

Liza G. Mallory

AFFIX SEAL HERE





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
VNF1008

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
 BUYER 32
 804-558-2544

VENDOR
 *B16150835 304-766-9357
 RESPIRATORY THERAPY SVCS LLC
 522 16TH ST
 DUNBAR WV 25064

SHIP TO
 DIVISION OF VETERANS AFFAIRS
 VETERANS NURSING FACILITY
 ONE FREEDOMS WAY
 CLARKSBURG, WV
 26301 304-627-2415

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
08/31/2010				

BID OPENING DATE: 09/09/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM #01		
				THIS ADDENDUM IS ISSUED TO ANSWER QUESTIONS REGARDING THE SPECIFICATIONS, AS PER THE ATTACHED DOCUMENT.		
				NOTE: NO ADDITIONAL QUESTIONS WILL BE ACCEPTED OR ACKNOWLEDGED		
0001	1	LS		271-80		
				RESPIRATORY CARE SERVICES & RELATED PRODUCTS		
				EXHIBIT 10		
				REQUISITION NO.:		
				ADDENDUM ACKNOWLEDGEMENT		
				I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.		
				ADDENDUM NO. S:		
				NO. 1		
				NO. 2		
				NO. 3		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Danla S. V...</i>	TELEPHONE 304-766-9357	DATE 9-1-10
TITLE OWNER	FEIN 55-0769247	ADDRESS CHANGES TO BE NOTED ABOVE

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

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

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

INSTRUCTIONS TO BIDDERS

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



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

Request for Quotation

RFO NUMBER
 VNF1008

PAGE
 2

ADDRESS CORRESPONDENCE TO ATTENTION OF
 BUYER 32
 304-558-2544

VENDOR

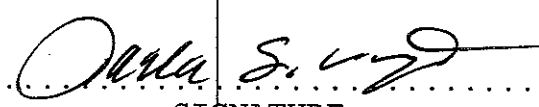
*B16150835 304-766-9357
 RESPIRATORY THERAPY SVCS LLC
 522 16TH ST
 DUNBAR WV 25064

SHIP TO


DIVISION OF VETERANS AFFAIRS
 VETERANS NURSING FACILITY
 ONE FREEDOMS WAY
 CLARKSBURG, WV
 26301 304-627-2415

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
08/31/2010				

BID OPENING DATE: 09/09/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
NO. 4					
NO. 5					
<p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF TH ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p> <p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p style="text-align: center;">  SIGNATURE <i>Respiratory Therapy Services LLC</i> COMPANY 9-1-10 DATE </p> <p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.</p> <p>REV. 09/21/2009</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS.

SIGNATURE 	TELEPHONE 304-766-9357	DATE 9-1-10
TITLE owner	FEIN 55-0769247	ADDRESS CHANGES TO BE NOTED ABOVE

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

WV Veterans Nursing Facility
VNF1008
Addendum #1

- Question #1 Are the Respiratory Company required to the have an office in the Clarksburg area?
- Answer : No
- Question #2 Please briefly describe the services required for the special needs veterans of 20 beds referenced on page 5.
- Answer: The Special Needs wing is for dementia residents. The services will be the same for this unit as the other three.
- Question #3 Can the vendors obtain a copy of the existing contract or view previous contracts via the web site?
- Answer: We have a web site but it is not used for purchasing purposes. This is our first contract. We have temporary services at this point.
- Question #4 How many staff members are currently performing the listed activities or actual FTE's?
- Answer: At this point 1 – contracted individual.
- Question #5 Are the concentrators, suction machines and nebulizers owned by the VA or facility?
- Answer: The facility is a separate entity and not part of the VA. The equipment is owned by the facility.
- Question #6 On page 11 – Respiratory labor rates of estimated usage was it for weeks or months?
- Answer: It is a yearly figure, it is only estimated.
- Question #7 On page 11 – the quantity of supplies is for months?
- Answer: It is a yearly figure, it is only estimated.
- Question #8 On page 12, the rentals are they all provided by the vendor? What does the letter "E" indicated in column one stand for?
- Answer: The rentals are provided by the vendor. The "E" indicates each for monthly rental.

AGREEMENT ADDENDUM

In the event of conflict between this addendum and the agreement, this addendum shall control:

1. **DISPUTES** - Any references in the agreement to arbitration or to the jurisdiction of any court are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
2. **HOLD HARMLESS** - Any clause requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. **GOVERNING LAW** - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
4. **TAXES** - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
5. **PAYMENT** - Any references to prepayment are deleted. Payment will be in arrears.
6. **INTEREST** - Should the agreement include a provision for interest on late payments, the Agency agrees to pay the maximum legal rate under West Virginia law. All other references to interest or late charges are deleted.
7. **RECOUPMENT** - Any language in the agreement waiving the Agency's right to set-off, counterclaim, recoupment, or other defense is hereby deleted.
8. **FISCAL YEAR FUNDING** - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. **STATUTE OF LIMITATION** - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. **SIMILAR SERVICES** - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. **ATTORNEY FEES** - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. **ASSIGNMENT** - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. **LIMITATION OF LIABILITY** - The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages to a certain dollar amount or to the amount of the agreement is hereby deleted. Limitations on special, incidental or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. **RIGHT TO TERMINATE** - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor. Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination.
15. **TERMINATION CHARGES** - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. **RENEWAL** - Any reference to automatic renewal is hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** - Any provision requiring the Agency to insure equipment or property of any kind and name the Vendor as beneficiary or as an additional insured is hereby deleted.
18. **RIGHT TO NOTICE** - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. **ACCELERATION** - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. **CONFIDENTIALITY** - Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act.
21. **AMENDMENTS** - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

ACCEPTED BY:
STATE OF WEST VIRGINIA

VENDOR

Spending Unit: _____

Company Name: Respiratory Therapy Services LLC

Signed: _____

Signed: JANNA S. V. S.

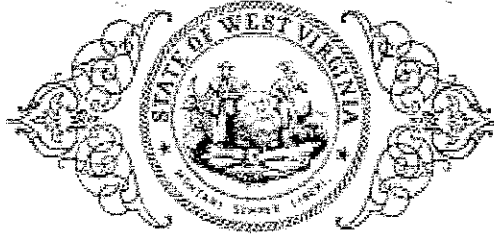
Title: _____

Title: Its SOLE MEMBER

Date: _____

Date: 9-1-10

State of West Virginia



Certificate

*I, Betty Ireland, Secretary of State of the
State of West Virginia, hereby certify that*

RESPIRATORY THERAPY SERVICES, LLC

Control Number: 15099

has filed its "Articles of Organization" in my office according to the provisions of West Virginia Code §§31B-2-203 and 206. I hereby declare the organization to be registered as a limited liability company from its effective date of September 27, 1999 until the expiration of the term or termination of the company.

Therefore, I hereby issue this

CERTIFICATE OF A LIMITED LIABILITY COMPANY

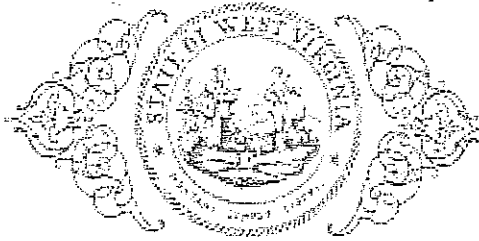


*Given under my hand and the
Great Seal of the State of
West Virginia on this day of
September 27, 1999*

Betty Ireland

Secretary of State

State of West Virginia



Certificate

I, Betty Ireland, Secretary of State of the State of West Virginia, hereby certify that

RESPIRATORY THERAPY SERVICES, LLC

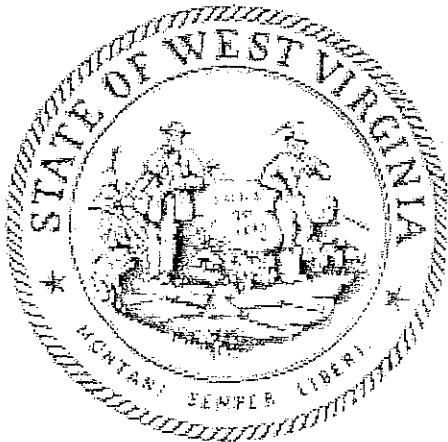
has filed a "Certificate of Registration of Trade Name" in my office according to the provisions of Chapter 47 of the West Virginia Code and was found to conform to law.

Therefore, I hereby issue this

CERTIFICATE OF REGISTRATION OF TRADE NAME

authorizing it to transact business in West Virginia under the assumed name of

ELANA HEALTH



Given under my hand and the Great Seal of the State of West Virginia on this day of June 13, 2008

Betty Ireland

Secretary of State

Accreditation Commission for Health Care, Inc.

Certifies that

Respiratory Therapy Services, LLC
d/b/a Elana Health
Dunbar, West Virginia

has demonstrated a commitment to providing quality care & services
to consumers through compliance with ACHC's nationally recognized
accreditation standards & is therefore granted accreditation

From May 16, 2009 through May 15, 2012



Thomas E. Cesar
President

Richard M. Wetherell
Board Chair

2009

2011

**WEST VIRGINIA
STATE TAX DEPARTMENT**

**BUSINESS REGISTRATION
CERTIFICATE**

ISSUED TO:
**RESPIRATORY THERAPY SERVICES LLC
DBA ELANA HEALTH
522 16TH ST
DUNBAR, WV 25064-2540**

BUSINESS REGISTRATION ACCOUNT NUMBER: 1046-0917

This certificate is issued for the registration period beginning: **July 1, 2009**

This certificate is valid until: **June 30, 2011**

*This business registration certificate is issued by
the West Virginia State Tax Commissioner
in accordance with Chapter 11, Article 12 of the West Virginia Code.*

*The person or organization identified on this certificate is registered
to conduct business in the State of West Virginia at the location above.*

This certificate is not transferrable and must be displayed at the location for which issued.

ENGAGING IN BUSINESS WITHOUT CONSPICUOUSLY POSTING A WEST VIRGINIA BUSINESS REGISTRATION CERTIFICATE IN THE PLACE OF BUSINESS IS A CRIME AND MAY SUBJECT YOU TO FINES PER W. VA. CODE § 11-9.

TRAVELING/STREET VENDORS: Must carry a copy of this certificate in every vehicle operated by them.
CONTRACTORS, DRILLING OPERATORS, TIMBER/LOGGING OPERATIONS: Must have a copy of this certificate displayed at every job site within West Virginia.

CITY OF DUNBAR
BUSINESS LICENSE FOR FISCAL YEAR 2010/2011

UPON THE PROPER VALIDATION OF THIS LICENSE YOU
ARE HEREBY AUTHORIZED TO CONDUCT BUSINESS
WITHIN THE CITY OF DUNBAR AT:

RESPIRATORY THERAPY SERVICES LLC
DBA ELANA HEALTH
522 16TH ST
DUNBAR WV 25064

FINANCE DIRECTOR'S BUSINESS AUTHORIZATION STAMP

Carroll R. Dunlop

NOT VALID WITHOUT
SIGNATURE OF FINANCE
DIRECTOR

June 29, 2000

Respiratory Therapy Services L.
P O BOX 638
Ripley, WV 25271

Dear Supplier:

The Health Care Financing Administration has established four regional carriers to process claims for Durable Medical Equipment, Orthotics, Prosthetics, and Supplies (DMEPOS), which includes parenteral and enteral nutrients and therapeutic shoes.

Your application for a Medicare DMEPOS supplier number has been processed and your supplier number is 1307650001, effective June 08, 2000. This number is valid for the location indicated in the lower right corner of this notification. You will receive a Supplier Manual and Advisory Packet from your DMERC within 6 to 8 weeks.

If you have any questions about your supplier manual, you may contact your Regional Carrier Customer Service Center at: Region A-(570) 735-9445; Region B-(317) 577-5722; Region C -(803) 691-4300; Region D-(615) 251-8182.

If you plan to file claims electronically, please contact your DMERC EDI staff to obtain an application for that service at: Region A-(570) 735-9429; Region B-(800) 470-9630; Region C-(803) 788-9751; Region D-(208) 333-2141.

As a supplier in the Medicare program, you are required to meet and adhere to Medicare Supplier Standards as attested to on the HCFA-855S Application. You must give a copy of the supplier standards to each Medicare customer. Federal law (OBRA 1989) also requires you to complete and file the HCFA 1500 claim form for beneficiaries to whom you provide Medicare Part B services. That law requires you to file the claim form within 1 year of the date that the services were provided, and applies if you are participating or non-participating.

The law requires you to inform the National Supplier Clearinghouse (NSC) of any change in the information supplied on your application, in writing within 30 days. The regional carriers will use the information you provide to pay your claims.

If you have questions about your supplier number, you may call NSC at 803-754-3951. If you have other questions, call the regional carrier for your area.

Sincerely,


Valisha Adams

Respiratory Therapy Services L.
111 Main St. W.
Ripley, WV 25271

SUP1
PKEY:1307650001
ⓈEOD

Palmetto Government Benefits Administrators, LLC
National Supplier Clearinghouse
Post Office Box 100142 • Columbia, South Carolina • 29202-8142 • (803) 754-3951
A HCFA Contracted Intermediary and Carrier



MEDICARE

Part A Intermediary
Part B Carrier

July 11, 2008

Respiratory Therapy Services L.
522 16th St.
Dunbar, WV 25064-2540

SUPPLIER NUMBER: 1307650001

Dear Respiratory Therapy Services L.:

In response to your recent inquiry, the following UPDATES have been made to your file:

The NSC has noted your NPI in our system. Please note, the NSC does not transmit this information to any other entities and therefore, will not affect claims payments.

Doing Business As Name

Thank you,

Keema Davis
National Supplier Clearinghouse
Phone number: 866-238-9652

INQ2
PKEY: 1307650001
☐EOD



**STATE OF WEST VIRGINIA
BOARD OF RESPIRATORY CARE
LICENSED
RESPIRATORY THERAPIST**

BOBBIE J. BOGGS

LRTR0510

REGISTERED

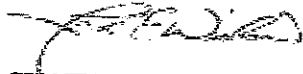


Issue Date: 12/10/1997

RESPIRATORY THERAPIST LICENSE

**IF FOUND RETURN TO:
WV BORC
106 DEE DRIVE, SUITE 1
CHARLESTON, WV 25311**

EXPIRATION


CHAIRPERSON, WV BORC

**LICENSE
1. EXPIRES 7
12 / 31 / 10**

WEST VIRGINIA
Board of Respiratory Care
LICENSED RESPIRATORY THERAPIST

PAULA S. VINEYARD

LRTR0322

REGISTERED



1885053

If found return to:

WV BORC
106 Dee Drive
Charleston, WV 25311

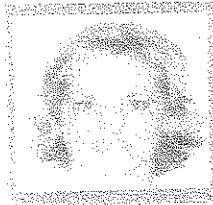
Expiration Date

Paula S. Vineyard
Chairperson, WVBORC



WEST VIRGINIA
Board of Respiratory Care
LICENSED RESPIRATORY THERAPIST

RACHEAL L. YOUNG
LRTC01039
CERTIFIED



Respiratory Care License

If found return to:

WV BORC
106 Dee Drive
Charleston, WV 25311

Expiration Date

Chairperson, WVBORC

LICENSE
EXPIRES
12/31/10