



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

State of West Virginia
 Request for Quotation
 26 - Medical

Proc Folder: 420404

Doc Description: THERAPY SERVICES

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2018-02-07	2018-03-01 13:30:00	CRFQ 0613 VNF1800000011	1

BID RECEIVING LOCATION

BID CLERK
 DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON ST E
 CHARLESTON WV 25305
 US

Vendor Name, Address and Telephone Number:

Odyssey Rehabilitation
 415 Benedict Dr.
 Bridgeport, WV 26330
 304-842-9887

02/28/18 12:55:08
 WV Purchasing Division

FOR INFORMATION CONTACT THE BUYER

Crystal Rink
 (304) 558-2402
 crystal.g.rink@wv.gov

Signature X

FEIN # 204439478

DATE 2-23-2018

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

ADDITIONAL INFORMATION:

THE STATE OF WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, WEST VIRGINIA VETERANS NURSING FACILITY, IS SOLICITING BIDS TO ESTABLISH AN OPEN-END CONTRACT FOR THERAPY SERVICES PER THE ATTACHED DOCUMENTATION.

PURCHASE TO		SHIP TO	
DIVISION OF VETERANS AFFAIRS 1 FREEDOMS WAY		DIVISION OF VETERANS AFFAIRS 1 FREEDOMS WAY	
CLARKSBURG	WV26301	CLARKSBURG	WV 26301
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	THERAPY SERVICES				737,000. ⁰⁰

Comm Code	Manufacturer	Specification	Model #
85122101			

Extended Description :

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

SCHEDULE OF EVENTS

Line	Event	Event Date
1	QUESTION DEADLINE 10AM EST	2018-02-16

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. REVIEW DOCUMENTS THOROUGHLY: The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

2. MANDATORY TERMS: The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

3. PREBID MEETING: The item identified below shall apply to this Solicitation.

A pre-bid meeting will not be held prior to bid opening

A NON-MANDATORY PRE-BID meeting will be held at the following place and time:

A MANDATORY PRE-BID meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. VENDOR QUESTION DEADLINE: Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are nonbinding.

Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: **February 16, 2018 at 10:00 AM EST**

Submit Questions to: **Crystal Rink**
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)
Email: Crystal.G.Rink@wv.gov

5. VERBAL COMMUNICATION: Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.

6. BID SUBMISSION: All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile.

The bid delivery address is:
Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

SEALED BID:
BUYER: Crystal Rink
SOLICITATION NO.: CRFQ VNF1800000011
BID OPENING DATE: 03/01/2018
BID OPENING TIME: 1:30 PM EST
FAX NUMBER: 304-558-3970

The Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. Submission of a response to an Expression of Interest or Request for Proposal is not permitted in wvOASIS.

For Request For Proposal ("RFP") Responses Only: In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus n/a convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: (This only applies to CRFP)

- Technical
 Cost

7. BID OPENING: Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time: March 1, 2018 at 1:30 PM EST

Bid Opening Location: Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

8. ADDENDUM ACKNOWLEDGEMENT: Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, 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.

9. BID FORMATTING: Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

10. ALTERNATES: Any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

11. EXCEPTIONS AND CLARIFICATIONS: The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

12. COMMUNICATION LIMITATIONS: In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

13. REGISTRATION: Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.

14. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

15. PREFERENCE: Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

17. WAIVER OF MINOR IRREGULARITIES: The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

18. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

19. NON-RESPONSIBLE: The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance.”

20. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”

21. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor’s entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

22. INTERESTED PARTY DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$100,000, the vendor must submit to the Purchasing Division a disclosure of interested parties to the contract, prior to contract award. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. "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; 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: Provided, That subdivision (2) shall be inapplicable if a business entity is a publicly traded company: Provided, however, That subdivision (3) shall not include persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. DEFINITIONS: As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

2.2. "Bid" or "Proposal" means the vendors submitted response to this solicitation.

2.3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

2.4. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.

2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.

2.6. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

2.9. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

Term Contract

Initial Contract Term: Initial Contract Term: This Contract becomes effective on award and extends for a period of one (1) year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Alternate Renewal Term -- This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ days.

Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for _____ year(s) thereafter.

One Time Purchase: The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

Other: See attached _____.

4. NOTICE TO PROCEED: Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.

5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

Open End Contract: Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. 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.

Service: The scope of the service to be provided will be more clearly defined in the specifications included herewith.

Combined Service and Goods: The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

One Time Purchase: This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

7. REQUIRED DOCUMENTS: All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

BID BOND (Construction Only): Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

PERFORMANCE BOND: The apparent successful Vendor shall provide a performance bond in the amount of _____. The performance bond must be received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

LABOR/MATERIAL PAYMENT BOND: The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

MAINTENANCE BOND: The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. Subsequent to contract award, and prior to the insurance expiration date, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies mandated herein, including but not limited to, policy cancelation, policy reduction, or change in insurers. The insurance coverages identified below must be maintained throughout the life of this contract. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed in this section.

Vendor must maintain:

Commercial General Liability Insurance in at least an amount of:

\$1,000,000.00 or more.***PLEASE MAKE CERTIFICATE HOLDER: WV VNF 1 FREEDOMS WAY, CLARKSBURG, WV 26301***

Automobile Liability Insurance in at least an amount of: _____

Professional/Malpractice/Errors and Omission Insurance in at least an amount of: _____

Commercial Crime and Third Party Fidelity Insurance in an amount of: _____

Cyber Liability Insurance in an amount of: _____

Builders Risk Insurance in an amount equal to 100% of the amount of the Contract.

9. WORKERS' COMPENSATION INSURANCE: The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. [Reserved]

11. LIQUIDATED DAMAGES: This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

_____ for _____

Liquidated Damages Contained in the Specifications

12. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

13. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.

14. PAYMENT: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.

15. PURCHASING CARD ACCEPTANCE: The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

16. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

18. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

19. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

20. TIME: Time is of the essence with regard to all matters of time and performance in this Contract.

21. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.

22. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances. Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances.

23. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

24. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

25. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

26. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

27. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.

28. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

29. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

30. BANKRUPTCY: In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

31. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it 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/default.html>.

32. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

33. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor 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, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities. Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section.

34. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to 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 Vendor.

35. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) 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; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

36. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

37. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

38. PURCHASING AFFIDAVIT: In accordance with West Virginia Code § 5-22-1(i), the contracting public entity shall not award a contract for a construction project 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. Accordingly, prior to contract award, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

39. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE: This Contract may be utilized by other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

40. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

41. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.requisitions@wv.gov.

42. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

43. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

44. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when

the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

45. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$100,000, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. "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; 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: Provided, That subdivision (2) shall be inapplicable if a business entity is a publicly traded company: Provided, however, That subdivision (3) shall not include persons or business entities performing legal services related to the negotiation or drafting of the applicable contract. The Agency shall submit a copy of the disclosure to the Ethics Commission within 15 days after receiving the supplemental disclosure of interested parties.

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.

Mike Dotson, Chief Marketing Officer
(Name, Title)


(Printed Name and Title)

415 Benedum Drive Bridgeport, WV 26330
(Address)

304-842-9887 / 304-842-9888
(Phone Number) / (Fax Number)

mdotson@odysseyrehab.com
(email address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation 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 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 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.

Odyssey Rehabilitation
(Company)

 Chief Marketing Officer
(Authorized Signature) (Representative Name, Title)

Mike Dotson, Chief Marketing Officer
(Printed Name and Title of Authorized Representative)

2-23-2018
(Date)

304-842-9887 / 304-842-9888
(Phone Number) (Fax Number)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ VNF180000011

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)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> 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 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.

Odyssey Rehabilitation
Company

[Signature]
Authorized Signature

2-23-2018
Date

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

**REQUEST FOR QUOTATION
THERAPY SERVICES
CRFQ VNF1800000011**

SPECIFICATIONS

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of WV Veterans Nursing Facility One Freedoms Way Clarksburg, WV 26301 to establish a contract for Skilled Rehabilitation Therapy Services six (6) days a week and/or as required.

- 2. DEFINITIONS:** The terms listed below shall 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 six (6) days a week and/or as required as more fully described in these specifications.
 - 2.2 "Pricing Page"** means the pages, contained wvOASIS or attached hereto as Exhibit A, upon which Vendor should list its proposed price for the Contract Services.
 - 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 "WVNF"** means WV Veterans Nursing Facility
 - 2.5 "QI/QA"** means Quality Assessment and Quality Improvement
 - 2.6 "MDS"** means Minimum Dataset

- 3. Qualifications:** Vendor, or Vendor's staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:
 - 3.1 Business licenses and/or certification required by law to provide rehabilitative Services.** Licenses and certifications must be provided upon request.
 - 3.2 Vendor shall be responsible for verifying current licenses/certification and to obtain copies for the personnel file.**
 - 3.3 Vendor shall present licenses and/or certification within four (4) hours of WVNF request.**
 - 3.4 Providing an employee to WVNF who has a probationary or suspended license may be cause for contract termination.**

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3.5 Vendor shall have a minimum of three (3) years' experience in the Nursing Facility setting. Must be able to provide references upon request of the WVNF.

4. MANDATORY REQUIREMENTS:

4.1 Mandatory Contract Services Requirements and Deliverables: Contract Services must meet or exceed the mandatory requirements listed below.

4.1.1 Occupational Therapist Services: The Occupational Therapist shall be responsible for performing the following services that include, but are not limited to the following:

4.1.1.1 Provide Occupational (clinical) Therapy as prescribed by the resident's attending physician.

4.1.1.2 Incorporate the occupational therapy program with the resident's total plan of care.

4.1.1.3 Coordinate occupational therapy services with the resident's attending physician and the WVNF nursing Staff

4.1.1.4 Develop and participate in in-service training programs for nursing services and other related services.

4.1.1.5 Attend and participate in resident assessment and care planning meetings as necessary.

4.1.1.6 Provide written, dated and signed reports of each consultation visit to the Nursing Supervisor. Such reports will contain the therapist's: Findings, Recommendations, Plans for Implementation, and Plans for Continued Assessments.

4.1.1.7 Assist the attending physician in an evaluation of a resident's level of function by applying diagnostic and prognostic tests.

4.1.1.8 Maintain the confidentiality of resident information as established by the WVNF policies and procedures listed in Attachment A.

4.1.1.9 Stay abreast of all other responsibilities required of a therapist as set forth in any federal or state laws, statues, or regulations as enacted or as may be enacted or amended.

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4.1.2 Occupational Therapist Assistant: shall be responsible for performing the following services that include but are not limited to the following:

4.1.2.1 Vendor must help residents with rehabilitative activities and exercises outlined in treatment plan developed in collaboration with an occupational therapist.

4.1.2.2 Vendor must record residents progress for the Occupational Therapist

4.1.2.3 Vendor shall document the billing of the residents' health insurance provider.

4.1.2.4 Vendor shall maintain a safe and therapeutic environment; clean assigned areas and equipment; inspect equipment's to ensure safe working conditions

4.1.2.5 Vendor shall Maintain the confidentiality of resident information as established by the WVVNF policies and procedures as referenced in Attachment A.

4.1.2.6 Vendor shall stay abreast of all other responsibilities required of a therapist as set forth in any federal or state laws, statues, or regulations as enacted or as may be enacted or amended.

4.1.3 Physical Therapy Services: The physical therapist shall be responsible for performing the following services that include, but are not limited to, the following:

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- 4.1.3.1** Provide physical therapy as prescribed by the resident's attending physician.
- 4.1.3.2** Render high-quality therapy services to our residents in order to prevent deformities and reduce liabilities.
- 4.1.3.3** Insofar as practical, coordinate our physical therapy services with nursing and other support services.
- 4.1.3.4** Assist the resident in attaining his/her highest practicable level of function.
- 4.1.3.5** Alleviate pain by using physical agents such as heat, water, electricity, massages, and exercises, as ordered by the attending physician.
- 4.1.3.6** Develop and participate in in-service training programs for nursing 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.
- 4.1.3.7** Attend and participate in resident assessment and care planning meetings as necessary.
- 4.1.3.8** Provide written, dated and signed reports of each consultation visit to the nursing Supervisor. Such reports will contain the therapist's: Findings, Recommendations, Plans for Implementation, Plans for Continued Assessments.
- 4.1.3.9** Keep the resident's attending physician informed of the resident's progress and make appropriate recommendations.

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- 4.1.3.10** Maintain the confidentiality of resident information as established by the WVVNF policies and procedures in Attachment A.
- 4.1.3.11** Stay abreast for all responsibilities required of a therapist as set forth in any federal or state laws, statues, or regulations as enacted or as amended.
- 4.1.4 Physical Therapist Assistant:** shall be responsible for performing the following service that include, but are not limited to the following:

 - 4.1.4.1.1** Assist physical therapist in providing services that help improve mobility, relieve pain, and prevent or limit permanent physical disabilities.
 - 4.1.4.1.2** Under the direction and supervision of the physical therapist the physical therapist assistant shall alleviate pain by using physical agents as heat, water, electricity, massages, and exercises, as ordered by the attending physician.
 - 4.1.4.1.3** Maintain the confidentiality of the resident information as established by the WVVNF policies and procedures. See Attachment A.
 - 4.1.4.1.4** Stay abreast of all responsibilities required of a therapist as set forth in any federal or state laws, statues, or regulations as enacted or as may be enacted or amended.
- 4.1.5 Speech Therapy Services:** The Speech-Language Pathologist shall be responsible for performing the following services that include, but are not limited to the following:

 - 4.1.5.1** Provide such services as prescribed by the resident's attending physician.

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4.1.5.2 Plan, organize and direct speech pathology programs that meet the resident's needs

4.1.5.3 Coordinate such services with the attending physician and nursing services.

4.1.5.4 Incorporate speech programs into the resident's total care plan.

4.1.5.5 Shall have certification in clinical competence in speech language pathology granted by the American Speech and Hearing Association. Certification shall be provided upon request.

4.1.5.6 Shall comply with West Virginia Code of State Rules 29CSR1 Title 29 that governs Speech Pathology. See Attachment B.

4.1.5.7 Shall be familiar with the Occupational Safety Health Association (OSHA) Regulations.

4.1.6 OTHER VENDOR GENERAL REQUIREMENT:

4.1.6.1 All staff assigned to WVVNF, pursuant to the agreement shall, for all purposes, be considered an employee of the Vendor only. The Vendor shall assume sole and exclusive responsibility for the payment of wages and any benefits to the employees providing services to WVVNF.

4.1.6.2 Vendor shall ensure that all employees assigned to work at WVVNF have a TB Screening before commencing work and yearly thereafter, TB screening results shall be provided by WVVNF upon request.

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- 4.1.6.3** Vendor shall 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.
- 4.1.6.4** Vendor shall provide rehabilitative services to WVNF Veterans and members a minimum of six (6) days per week.
- 4.1.6.5** Vendor shall meet and/or exceed generally accepted standards of practice for the provision of rehabilitative services.
- 4.1.6.6** Vendor shall provide physical, occupational, and speech therapy services in accordance with the attending physician's orders and treatment plan.
- 4.1.6.7** Vendor shall work with other clinical programs in determining care planning and treatment modalities. Therapist will assist the WVNF with complying with all MDS Medicare and Payer regulatory requirements.
- 4.1.6.8** Vendor shall assess resident progress and response to treatment. Participate, as necessary in care plan reviews with the interdisciplinary care plan team
- 4.1.6.9** Vendor shall provide home assessments for potential discharges and report outcomes to the interdisciplinary team.
- 4.1.6.10** Vendor shall provide oversight of wheelchair clinic, maintain inventory of wheelchairs, equipment and accessories (assigned and unassigned).
- 4.1.6.11** Vendor shall determine rehabilitation goals for each Veteran/member based on their needs relative to their physical and mental level of functioning, their overall care plan and preferences.

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- 4.1.6.12** Program Manager shall 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.
- 4.1.6.13** Regional Director will perform clinical and regulatory reviews and submit quarterly reports for quality assurance.
- 4.1.6.14** Program Manager upon the request of Administrator will provide additional documentation regarding the serviced provided.
- 4.1.6.15** Vendor shall provide recommendations for staffing patterns appropriate to the rehabilitation caseload.
- 4.1.6.16** Vendor shall monitor productivity and efficiency of rehabilitation service staff.
- 4.1.6.17** Vendor shall maintain records of patient service, tracking systems, forms etc., and have a detailed policy on completion of these records.
- 4.1.6.18** Vendor shall verify all services through documentation in the Veterans/members clinical record in accordance with best practice in the field. Provide any documentation upon inquires of Medicare, Medicaid and other third-party payers for services provided.
- 4.1.6.19** A description on Offers ability to provide therapy information for MDS data collections based on the state, BA and Federal guidelines
- 4.1.6.20** Vendor shall provide services within the budgetary limits as defined by the Facility.

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- 4.1.6.21** Vendor shall provide a copy of their corporate compliance manual/program at the request of WVNF.
- 4.1.6.22** Vendor shall meet the facility's requirements for health screening and documentation of immunizations.
- 4.1.6.23** Vendor shall provide marketing support of the therapy program and the facility.
- 4.1.6.24** Vendor shall provide continuous services to the WVNF during the term of this contract and in accordance therewith, arrange to provide the services of another therapist during any absence(s), vacations(s), period of illness(s), or limited period when the therapist is not available.
- 4.1.6.25** Vendor shall complete comprehensive clinical audits on a periodic basis. Documentation will be reviewed for clinical reasoning, technical accuracy, and medical necessity. The facility may conduct unannounced documentation reviews. Should the result(s) fall below the Vendor's or the Facility's threshold of clinical excellence a formalized plan of corrections must be instituted. Audits must be reviewed with the Administrator or Assistant Administrator.
- 4.1.6.26** Vendor shall provide the facility statistical information for cost reporting.
- 4.1.6.27** Vendor shall provide and maintain written documentation, including appropriate services coding. In individual charts of patient treatment, progress and evaluation in accordance with WVNF policies and procedures, and in accordance with requirements of Federal and State governmental agencies and other third-party payers.

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4.1.6.28 Work policies, standards and procedures established by the WVVNF shall be followed at all times. Vendor and his/her employee(s) shall conform in all respects with regard to physical, fire and security regulations while on the premises of the WVVNF.

4.1.6.29 All personnel assigned by vendor must attend the WVVNF employee orientation.

4.1.6.30 All personnel assigned must be employees of the Vendor at the time of any specific work assignment to the WVVNF. Before making a referral of one of its employees, vendor shall 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.

4.1.6.31 Personnel provided by the vendor must follow WVVNF rules, to include but is not limited to:

- No smoking in the work area
- Signing in and presenting positive ID upon reporting for duty.
- Interacting Cordially with WVVNF personnel and residents.
- Responding professionally to WVVNF supervisory personnel.
- Following other State/WVVNF rules as required.
- Park in WVVNF assigned locations when reporting for duty

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4.1.6.32 Vendor shall be responsible for credentialing and privileging. Credentialing is the process of obtaining, verifying, and assessing the therapist, physicians, podiatrists; dentists, psychologists, physician assistants, nurse practitioner, and licensed nurses to provide patient care services in or for health care organizations. Privileging is the process whereby a specific scope and content of patient care services are authorized for health care practitioner by the vendor, based on evaluation of the individual's credentials and performance.

4.1.6.33 Vendor must uniformly apply credentialing criteria to licensed practitioners applying to provide resident care or treatment under the facility's care.

4.1.6.34 Vendor must verify and uniformly apply the following core criteria: current licensure or current certification if applicable, relevant education, training and experience, current competence, and a statement that the individual is able to perform the services he or she is applying to provide. Upon request, vendor must provide any documents to the agency.

4.1.6.35 Vendor must decide whether to authorize the independent practitioner to provide resident care or treatment, and each credentials file must indicate that these criteria are uniformly and individually applied.

4.1.6.36 Vendor must maintain documentation of current credentials for each licensed independent practitioner providing services to residents residing at WVVNF. Documentation must be made available to the agency upon request.

4.1.6.37 When reappointing a licensed independent practitioner, the vendor must review an individual's record for experience.

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- 4.1.6.38** Vendor systematically must assess whether individual with clinical privileges act within the scope of work.
- 4.1.6.39** Upon request, vendor shall provide copies of credential records and applications to the WVVNF Purchasing Office for each licensed practitioner who will be providing services at the facility.
- 4.1.6.40** Vendor shall comply with WVVNF internal therapy authorization process and all policies and procedures. WVVNF will provide policies and procedures upon award of the resultant contract.
- 4.1.6.41** Upon request, vendor shall provide additional therapy services such as, but not limited to, Audiology, Respiratory, etc. Vendor shall provide resumes of the proposed therapist providing services under the resultant contract to WVVNF. WVVNF shall have the right, if necessary to interview all prospective personnel and to accept or reject any or all based upon skills required and the background experience of each individual. See Attachment C.
- 4.1.6.42** Vendor shall submit the following written monthly reports, at a minimum, to WVVNF:
- 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).
 - Vendor shall provide the monthly billing logs within two (2) business days of the month end.
- 4.1.6.43** Vendor shall inform WVVNF in writing and receive approval prior to initiating any significant changes in procedure related to patient care, billing and scope of work.

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4.1.6.44 Vendor shall maintain security over all records, reports and related material(s), and shall release such information only in a manner authorized by WVNF.

4.1.6.45 Vendor shall bill Medicare Part B for services rendered and should provide proof that they are a provider of Medicare Part B prior to award of contract.

4.1.7 Agency (WVNF) Responsibilities:

4.1.7.1 Agency Shall provide office and treatment space to the vendor, as necessary for rendering services as outlined in the contract. Agency shall supply and furnish the basic equipment necessary for the proper operation of rehabilitative services.

4.1.7.2 Agency shall provide a computer for vendor use.

4.1.7.3 Agency shall provide all internal policies and procedures to the vendor upon award of the resultant contract.

5. CONTRACT AWARD:

5.1 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 Pages.

5.2 Pricing Page: Vendor must complete the Pricing Pages (Exhibit A) by listing Flat Rate Amount for each line item and the extended Amount for each item listed (individual Flat (x) estimated Number of Trips per month as listed for each item), and overall total cost (this number should come from the estimated Number of Trips per Month totals). Vendor should complete the Pricing

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Pages (Exhibit A) in their entirety as failure to do so may result in Vendor's bids being disqualified.

Vendor 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: Crystal.G.Rink@wv.gov

**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

- 6. 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 shall perform in accordance with the release orders that may be issued against this Contract.

- 7. PAYMENT:** Agency shall pay Hourly, as shown on the Pricing Pages, for all Contract Services performed and accepted under this Contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

- 8. TRAVEL:** Vendor shall 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 by the Agency separately.

- 9. 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:

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- 9.1 Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.**
- 9.2 Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.**
- 9.3 Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.**
- 9.4 Anyone performing under this Contract will be subject to Agency's security protocol and procedures.**
- 9.5 Vendor shall inform all staff of Agency's security protocol and procedures.**

10. VENDOR DEFAULT:

10.1 The following shall be considered a vendor default under this Contract.

- 10.1.1 Failure to perform Contract Services in accordance with the requirements contained herein.**
- 10.1.2 Failure to comply with other specifications and requirements contained herein.**
- 10.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.**
- 10.1.4 Failure to remedy deficient performance upon request.**

10.2 The following remedies shall be available to Agency upon default.

- 10.2.1 Immediate cancellation of the Contract.**
- 10.2.2 Immediate cancellation of one or more release orders issued under this Contract.**
- 10.2.3 Any other remedies available in law or equity.**

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11. MISCELLANEOUS:

11.1 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: Mike Dotson
Telephone Number: 304.842.9887
Fax Number: 304.842.9888
Email Address: mdotson@odysseyrehab.com

WV STATE GOVERNMENT

HIPAA BUSINESS ASSOCIATE ADDENDUM

This Health Insurance Portability and Accountability Act of 1996 (hereafter, HIPAA) Business Associate Addendum ("Addendum") is made a part of the Agreement ("Agreement") by and between the State of West Virginia ("Agency"), and Business Associate ("Associate"), and is effective as of the date of execution of the Addendum.

The Associate performs certain services on behalf of or for the Agency pursuant to the underlying Agreement that requires the exchange of information including protected health information protected by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended by the American Recovery and Reinvestment Act of 2009 (Pub. L. No. 111-5) (the "HITECH Act"), any associated regulations and the federal regulations published at 45 CFR parts 160 and 164 (sometimes collectively referred to as "HIPAA"). The Agency is a "Covered Entity" as that term is defined in HIPAA, and the parties to the underlying Agreement are entering into this Addendum to establish the responsibilities of both parties regarding HIPAA-covered information and to bring the underlying Agreement into compliance with HIPAA.

Whereas it is desirable, in order to further the continued efficient operations of Agency to disclose to its Associate certain information which may contain confidential individually identifiable health information (hereafter, Protected Health Information or PHI); and

Whereas, it is the desire of both parties that the confidentiality of the PHI disclosed hereunder be maintained and treated in accordance with all applicable laws relating to confidentiality, including the Privacy and Security Rules, the HITECH Act and its associated regulations, and the parties do agree to at all times treat the PHI and interpret this Addendum consistent with that desire.

NOW THEREFORE: the parties agree that in consideration of the mutual promises herein, in the Agreement, and of the exchange of PHI hereunder that:

1. **Definitions.** Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms in the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
 - a. **Agency Procurement Officer** shall mean the appropriate Agency individual listed at: <http://www.state.wv.us/admin/purchase/vrc/agencyli.html>.
 - b. **Agent** shall mean those person(s) who are agent(s) of the Business Associate, in accordance with the Federal common law of agency, as referenced in 45 CFR § 160.402(c).
 - c. **Breach** shall mean the acquisition, access, use or disclosure of protected health information which compromises the security or privacy of such information, except as excluded in the definition of Breach in 45 CFR § 164.402.
 - d. **Business Associate** shall have the meaning given to such term in 45 CFR § 160.103.
 - e. **HITECH Act** shall mean the Health Information Technology for Economic and Clinical Health Act. Public Law No. 111-05. 111th Congress (2009).

- f. **Privacy Rule** means the Standards for Privacy of Individually Identifiable Health Information found at 45 CFR Parts 160 and 164.
- g. **Protected Health Information or PHI** shall have the meaning given to such term in 45 CFR § 160.103, limited to the information created or received by Associate from or on behalf of Agency.
- h. **Security Incident** means any known successful or unsuccessful attempt by an authorized or unauthorized individual to inappropriately use, disclose, modify, access, or destroy any information or interference with system operations in an information system.
- i. **Security Rule** means the Security Standards for the Protection of Electronic Protected Health Information found at 45 CFR Parts 160 and 164.
- j. **Subcontractor** means a person to whom a business associate delegates a function, activity, or service, other than in the capacity of a member of the workforce of such business associate.

2. Permitted Uses and Disclosures.

- a. **PHI Described.** This means PHI created, received, maintained or transmitted on behalf of the Agency by the Associate. This PHI is governed by this Addendum and is limited to the minimum necessary, to complete the tasks or to provide the services associated with the terms of the original Agreement, and is described in Appendix A.
- b. **Purposes.** Except as otherwise limited in this Addendum, Associate may use or disclose the PHI on behalf of, or to provide services to, Agency for the purposes necessary to complete the tasks, or provide the services, associated with, and required by the terms of the original Agreement, or as required by law, if such use or disclosure of the PHI would not violate the Privacy or Security Rules or applicable state law if done by Agency or Associate, or violate the minimum necessary and related Privacy and Security policies and procedures of the Agency. The Associate is directly liable under HIPAA for impermissible uses and disclosures of the PHI it handles on behalf of Agency.
- c. **Further Uses and Disclosures.** Except as otherwise limited in this Addendum, the Associate may disclose PHI to third parties for the purpose of its own proper management and administration, or as required by law, provided that (i) the disclosure is required by law, or (ii) the Associate has obtained from the third party reasonable assurances that the PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party by the Associate; and, (iii) an agreement to notify the Associate and Agency of any instances of which it (the third party) is aware in which the confidentiality of the information has been breached. To the extent practical, the information should be in a limited data set or the minimum necessary information pursuant to 45 CFR § 164.502, or take other measures as necessary to satisfy the Agency's obligations under 45 CFR § 164.502.

3. Obligations of Associate.

- a. **Stated Purposes Only.** The PHI may not be used by the Associate for any purpose other than as stated in this Addendum or as required or permitted by law.
- b. **Limited Disclosure.** The PHI is confidential and will not be disclosed by the Associate other than as stated in this Addendum or as required or permitted by law. Associate is prohibited from directly or indirectly receiving any remuneration in exchange for an individual's PHI unless Agency gives written approval and the individual provides a valid authorization. Associate will refrain from marketing activities that would violate HIPAA, including specifically Section 13406 of the HITECH Act. Associate will report to Agency any use or disclosure of the PHI, including any Security Incident not provided for by this Agreement of which it becomes aware.
- c. **Safeguards.** The Associate will use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of the PHI, except as provided for in this Addendum. This shall include, but not be limited to:
 - i. Limitation of the groups of its workforce and agents, to whom the PHI is disclosed to those reasonably required to accomplish the purposes stated in this Addendum, and the use and disclosure of the minimum PHI necessary or a Limited Data Set;
 - ii. Appropriate notification and training of its workforce and agents in order to protect the PHI from unauthorized use and disclosure;
 - iii. Maintenance of a comprehensive, reasonable and appropriate written PHI privacy and security program that includes administrative, technical and physical safeguards appropriate to the size, nature, scope and complexity of the Associate's operations, in compliance with the Security Rule;
 - iv. In accordance with 45 CFR §§ 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the business associate agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information.
- d. **Compliance With Law.** The Associate will not use or disclose the PHI in a manner in violation of existing law and specifically not in violation of laws relating to confidentiality of PHI, including but not limited to, the Privacy and Security Rules.
- e. **Mitigation.** Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Associate of a use or disclosure of the PHI by Associate in violation of the requirements of this Addendum, and report its mitigation activity back to the Agency.

f. **Support of Individual Rights.**

- i. **Access to PHI.** Associate shall make the PHI maintained by Associate or its agents or subcontractors in Designated Record Sets available to Agency for inspection and copying, and in electronic format, if requested, within ten (10) days of a request by Agency to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR § 164.524 and consistent with Section 13405 of the HITECH Act.
- ii. **Amendment of PHI.** Within ten (10) days of receipt of a request from Agency for an amendment of the PHI or a record about an individual contained in a Designated Record Set, Associate or its agents or subcontractors shall make such PHI available to Agency for amendment and incorporate any such amendment to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR § 164.526.
- iii. **Accounting Rights.** Within ten (10) days of notice of a request for an accounting of disclosures of the PHI, Associate and its agents or subcontractors shall make available to Agency the documentation required to provide an accounting of disclosures to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR §164.528 and consistent with Section 13405 of the HITECH Act. Associate agrees to document disclosures of the PHI and information related to such disclosures as would be required for Agency to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528. This should include a process that allows for an accounting to be collected and maintained by Associate and its agents or subcontractors for at least six (6) years from the date of disclosure, or longer if required by state law. At a minimum, such documentation shall include:
 - o the date of disclosure;
 - o the name of the entity or person who received the PHI, and if known, the address of the entity or person;
 - o a brief description of the PHI disclosed; and
 - o a brief statement of purposes of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure.
- iv. **Request for Restriction.** Under the direction of the Agency, abide by any individual's request to restrict the disclosure of PHI, consistent with the requirements of Section 13405 of the HITECH Act and 45 CFR § 164.522, when the Agency determines to do so (except as required by law) and if the disclosure is to a health plan for payment or health care operations and it pertains to a health care item or service for which the health care provider was paid in full "out-of-pocket."
- v. **Immediate Discontinuance of Use or Disclosure.** The Associate will immediately discontinue use or disclosure of Agency PHI pertaining to any individual when so requested by Agency. This includes, but is not limited to, cases in which an individual has withdrawn or modified an authorization to use or disclose PHI.

- g. Retention of PHI.** Notwithstanding section 4.a. of this Addendum, Associate and its subcontractors or agents shall retain all PHI pursuant to state and federal law and shall continue to maintain the PHI required under Section 3.f. of this Addendum for a period of six (6) years after termination of the Agreement, or longer if required under state law.
- h. Agent's, Subcontractor's Compliance.** The Associate shall notify the Agency of all subcontracts and agreements relating to the Agreement, where the subcontractor or agent receives PHI as described in section 2.a. of this Addendum. Such notification shall occur within 30 (thirty) calendar days of the execution of the subcontract and shall be delivered to the Agency Procurement Officer. The Associate will ensure that any of its subcontractors, to whom it provides any of the PHI it receives hereunder, or to whom it provides any PHI which the Associate creates or receives on behalf of the Agency, agree to the restrictions and conditions which apply to the Associate hereunder. The Agency may request copies of downstream subcontracts and agreements to determine whether all restrictions, terms and conditions have been flowed down. Failure to ensure that downstream contracts, subcontracts and agreements contain the required restrictions, terms and conditions may result in termination of the Agreement.
- j. Federal and Agency Access.** The Associate shall make its internal practices, books, and records relating to the use and disclosure of PHI, as well as the PHI, received from, or created or received by the Associate on behalf of the Agency available to the U.S. Secretary of Health and Human Services consistent with 45 CFR § 164.504. The Associate shall also make these records available to Agency, or Agency's contractor, for periodic audit of Associate's compliance with the Privacy and Security Rules. Upon Agency's request, the Associate shall provide proof of compliance with HIPAA and HITECH data privacy/protection guidelines, certification of a secure network and other assurance relative to compliance with the Privacy and Security Rules. This section shall also apply to Associate's subcontractors, if any.
- k. Security.** The Associate shall take all steps necessary to ensure the continuous security of all PHI and data systems containing PHI. In addition, compliance with 74 FR 19006 Guidance Specifying the Technologies and Methodologies That Render PHI Unusable, Unreadable, or Indecipherable to Unauthorized Individuals for Purposes of the Breach Notification Requirements under Section 13402 of Title XIII is required, to the extent practicable. If Associate chooses not to adopt such methodologies as defined in 74 FR 19006 to secure the PHI governed by this Addendum, it must submit such written rationale, including its Security Risk Analysis, to the Agency Procurement Officer for review prior to the execution of the Addendum. This review may take up to ten (10) days.
- l. Notification of Breach.** During the term of this Addendum, the Associate shall notify the Agency and, unless otherwise directed by the Agency in writing, the WV Office of Technology immediately by e-mail or web form upon the discovery of any Breach of unsecured PHI; or within 24 hours by e-mail or web form of any suspected Security Incident, intrusion or unauthorized use or disclosure of PHI in violation of this Agreement and this Addendum, or potential loss of confidential data affecting this Agreement. Notification shall be provided to the Agency Procurement Officer at www.state.wv.us/admin/purchase/vrc/agencyli.htm and,

unless otherwise directed by the Agency in writing, the Office of Technology at incident@wv.gov or <https://apps.wv.gov/ot/ir/Default.aspx>.

The Associate shall immediately investigate such Security Incident, Breach, or unauthorized use or disclosure of PHI or confidential data. Within 72 hours of the discovery, the Associate shall notify the Agency Procurement Officer, and, unless otherwise directed by the Agency in writing, the Office of Technology of: (a) Date of discovery; (b) What data elements were involved and the extent of the data involved in the Breach; (c) A description of the unauthorized persons known or reasonably believed to have improperly used or disclosed PHI or confidential data; (d) A description of where the PHI or confidential data is believed to have been improperly transmitted, sent, or utilized; (e) A description of the probable causes of the improper use or disclosure; and (f) Whether any federal or state laws requiring individual notifications of Breaches are triggered.

Agency will coordinate with Associate to determine additional specific actions that will be required of the Associate for mitigation of the Breach, which may include notification to the individual or other authorities.

All associated costs shall be borne by the Associate. This may include, but not be limited to costs associated with notifying affected individuals.

If the Associate enters into a subcontract relating to the Agreement where the subcontractor or agent receives PHI as described in section 2.a. of this Addendum, all such subcontracts or downstream agreements shall contain the same incident notification requirements as contained herein, with reporting directly to the Agency Procurement Officer. Failure to include such requirement in any subcontract or agreement may result in the Agency's termination of the Agreement.

- m. **Assistance In Litigation or Administrative Proceedings.** The Associate shall make itself and any subcontractors, workforce or agents assisting Associate in the performance of its obligations under this Agreement, available to the Agency at no cost to the Agency to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against the Agency, its officers or employees based upon claimed violations of HIPAA, the HIPAA regulations or other laws relating to security and privacy, which involves inaction or actions by the Associate, except where Associate or its subcontractor, workforce or agent is a named as an adverse party.

4. Addendum Administration.

- a. **Term.** This Addendum shall terminate on termination of the underlying Agreement or on the date the Agency terminates for cause as authorized in paragraph (c) of this Section, whichever is sooner.
- b. **Duties at Termination.** Upon any termination of the underlying Agreement, the Associate shall return or destroy, at the Agency's option, all PHI received from, or created or received by the Associate on behalf of the Agency that the Associate still maintains in any form and retain no copies of such PHI or, if such return or destruction is not feasible, the Associate shall extend the protections of this Addendum to the PHI and limit further uses and disclosures to the purposes that make the return or destruction of the PHI infeasible. This shall also apply to all agents and subcontractors of Associate. The duty of the Associate and its agents

and subcontractors to assist the Agency with any HIPAA required accounting of disclosures survives the termination of the underlying Agreement.

- c. **Termination for Cause.** Associate authorizes termination of this Agreement by Agency, if Agency determines Associate has violated a material term of the Agreement. Agency may, at its sole discretion, allow Associate a reasonable period of time to cure the material breach before termination.
- d. **Judicial or Administrative Proceedings.** The Agency may terminate this Agreement if the Associate is found guilty of a criminal violation of HIPAA. The Agency may terminate this Agreement if a finding or stipulation that the Associate has violated any standard or requirement of HIPAA/HITECH, or other security or privacy laws is made in any administrative or civil proceeding in which the Associate is a party or has been joined. Associate shall be subject to prosecution by the Department of Justice for violations of HIPAA/HITECH and shall be responsible for any and all costs associated with prosecution.
- e. **Survival.** The respective rights and obligations of Associate under this Addendum shall survive the termination of the underlying Agreement.

5. General Provisions/Ownership of PHI.

- a. **Retention of Ownership.** Ownership of the PHI resides with the Agency and is to be returned on demand or destroyed at the Agency's option, at any time, and subject to the restrictions found within section 4.b. above.
- b. **Secondary PHI.** Any data or PHI generated from the PHI disclosed hereunder which would permit identification of an individual must be held confidential and is also the property of Agency.
- c. **Electronic Transmission.** Except as permitted by law or this Addendum, the PHI or any data generated from the PHI which would permit identification of an individual must not be transmitted to another party by electronic or other means for additional uses or disclosures not authorized by this Addendum or to another contractor, or allied agency, or affiliate without prior written approval of Agency.
- d. **No Sales.** Reports or data containing the PHI may not be sold without Agency's or the affected individual's written consent.
- e. **No Third-Party Beneficiaries.** Nothing express or implied in this Addendum is intended to confer, nor shall anything herein confer, upon any person other than Agency, Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.
- f. **Interpretation.** The provisions of this Addendum shall prevail over any provisions in the Agreement that may conflict or appear inconsistent with any provisions in this Addendum. The interpretation of this Addendum shall be made under the laws of the state of West Virginia.
- g. **Amendment.** The parties agree that to the extent necessary to comply with applicable law they will agree to further amend this Addendum.
- h. **Additional Terms and Conditions.** Additional discretionary terms may be included in the release order or change order process.

ADDRESS:

Name of Agency: WV Veterans Housing Facility

Name of Associate: Odyssey Rehabilitation

Signature: [Signature]

Signature: [Signature]

Title: Procurement Officer

Title: Chief Marketing Officer

Date: 2/7/2018

Date: 2-23-2018

Form - WV004-01004
Amended 04/20/2012

APPROVED AS TO FORM THIS 21st
DAY OF Jan 2018
BY [Signature]
Ronald McKinley
Attorney General

Appendix A

(To be completed by the Agency's Procurement Officer prior to the execution of the Addendum, and shall be made a part of the Addendum. Will not be released prior to execution of the Addendum may only be added by executing Appendix A and the Addendum, no change Order.)

Name of Associate: Beverly L. Stewart

Name of Agency: WV Veterans Agency Building

Describe the PII (do not include any (SSN) (PIN). If not applicable, please indicate this as such.

Any and all personally identifiable information including but not limited to personal phone, address, date of birth, Social Security Number, telephone number, and insurance information.

Any and all processed health information including but not limited to medical diagnosis, test, medical test results, physical health records, and/or treatment procedures.

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Exhibit A - Pricing Sheet for Therapy Services			
DESCRIPTION	UNIT PRICE	ESTIMATED USAGE PER YEAR	TOTAL PRICE
Physical Therapy	\$	1500 hours	\$
Physical Therapist Assistant	\$	3200 hours	\$
Occupational Therapist	\$	5000 hours	\$
Occupational Therapist Assistant	\$	800 hours	\$
Speech Therapist	\$	400 hours	\$
Medicare Part B	% ___ of HCPCS		\$
Billable Minutes	\$	3000 hours	\$
Non Billable Minutes	\$	5000 hours	\$
		Total Amount	\$

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

VENDOR NAME:
VENDOR ADDRESS:
VENDOR PHONE:
EMAIL:
SIGNATURE:

WV Veterans Nursing Facility

<p style="text-align: center;">Policy</p> <p style="text-align: center;">Confidentiality</p> <p style="text-align: right;">Page 1 of 1</p>	FUNCTION Social Services
	NUMBER V.E7
	ISSUED November 1, 2007
	REVISED January 7, 2008

The resident has the right to personal privacy and confidentiality of his/her personal information and clinical records. Personal privacy includes accommodations, medical treatment, written and telephone communications, personal care, visits, and meetings of family and resident groups. He/she may approve or refuse the release of this information to anyone outside the facility; exceptions are: (1) when the resident is transferred to another health care institution; and (2) when release of information is required by law of third party payment contract.

See also: Resident Rights

Federal Regulations: F164

WV Nursing Home Licensure Rule: 5.3
VA SVH: 51.210

29CSRI

TITLE 29
LEGISLATIVE RULE
WEST VIRGINIA BOARD OF EXAMINERS FOR SPEECH-LANGUAGE PATHOLOGY AND
AUDIOLOGY

SERIES 1
LICENSURE OF SPEECH-PATHOLOGY AND AUDIOLOGY

§29-1-1. General.

1.1. Scope. This legislative rule establishes the qualifications necessary to obtain licensure as a Speech-Language Pathologist and/or Audiologist in the State of West Virginia. It also establishes the prerequisites and requirements for provisional licensure, license renewal, reinstatement of expired licenses, retirement of licenses, fees, telepractice services and standards of conduct.

1.1.a. The West Virginia Board of Speech-Language Pathology and Audiology is authorized to grant or deny licensure only according to the requirements in WV Code 30-32. The Board has no authority to waive licensure requirements or any conditions for licensure except as stipulated by the law. All applicants, licensees, registered assistants, postgraduate professional experience supervisors, assistant's supervisors and all others concerned with licensure or registration shall be held responsible for knowing and understanding WV Code 30-32 and Legislative Rules Title 29-1, Title 29-2, Title 29-3, Title 29-4 & Title 29-5.

1.2. Authority. WV Code §30-32-7.

1.3. Filing Date. ~~June 29, 2016~~

1.4. Effective Date. ~~July 15, 2016.~~

1.5 Expiration Date.

§29-1.2. Definitions.

2.1. "ASHA" means the American Speech-Language-Hearing Association.

2.2. "AAA" means the American Academy of Audiology.

2.3. "Board" refers to the West Virginia Board of Examiners for Speech-Language Pathology and Audiology, abbreviated as WVBESLPA.

2.4. "License" means a license issued by the Board to someone who meets all the requirements for licensure in Speech-Language Pathology and/or Audiology.

2.5. "Provisional License" means a license issued by the Board for completion of the Postgraduate Professional Experience, as set forth in section 12.

2.6. "Telepractice Services" is defined as the application of telecommunication technology to deliver speech-language pathology and/or audiology services at a distance for assessment, intervention and/or consultation.

§29-1-3. Qualifications for licensure in speech-language pathology

3.1. To be eligible for licensure by the Board as a speech-language pathologist, the applicant shall:

3.1.a. Make application to the Board on the license application form approved by the Board;

3.1.a.1. All required documents for application for a license in Speech-Language Pathology shall be in the English language or sent with a certified translation into the English language.

3.1.b. Pay to the Board the appropriate application and license fee as required by section 10;

3.1.c. Possess at least a master's degree or equivalent in Speech-Language Pathology that consists of coursework approved by the Council of Academic Accreditation (CAA).

3.1.c.1 A master's degree or equivalent in Speech-Language Pathology from an international college or university shall be submitted in the English language and accompanied by an evaluation provided by a credentials evaluation agency approved by the Board. A list of approved credentials evaluation agencies may be obtained from the board.

3.1.d. Complete supervised clinical practicum experience requirements as defined in section 11;

3.1.e. Complete a post-graduate professional experience as described in section 12;

3.1.f. Authenticate post-graduate professional experience requirements by submitting verification of the certificate of clinical competence (CCC) issued by ASHA. Applicants not seeking the certificate of clinical competence shall submit a completed clinical fellowship year report on a form prescribed by the Board and related documentation as described in section 12;

3.1.g. Obtain a passing score on the national examination in the area of Speech-Language Pathology. The Board recognizes only the Educational Testing Service's (ETS) specialty area examinations.

3.1.h. Pass the jurisprudence examination developed by the Board. The examination score shall be submitted with the application for licensure, fees and other required documents.

§29-1-4. Qualifications for licensure in Audiology

4.1 To be eligible for licensure by the Board as an Audiologist, the applicant shall:

4.1.a. Make application to the Board on the license application form approved by the Board;

4.1.a.1 All required documents for application of a license in Audiology shall be in the English language or sent with a certified translation into the English language.

4.1.b. Pay to the Board the appropriate application and license fee as required in section 10;

4.1.c. Possess at least a master's degree or equivalent in Audiology that consists of coursework approved by the Council of Academic Accreditation (CAA);

4.1.c.1 A master's degree or equivalent in Audiology from an international college or university shall be submitted in the English language and accompanied by an evaluation provided by a credentials evaluation agency approved by the Board. A list of approved credentials evaluation agencies may be obtained from the board.

- 4.1.d. Complete supervised clinical practicum experience requirements as defined in section 11;
- 4.1.e. Complete a post-graduate professional experience as described in section 12, with the exception of;
 - 4.1.e.1. Any person who has completed a clinical doctorate in audiology (Au.D.) from an accredited institution fulfills the requirement for the Postgraduate Professional Experience.
- 4.1.f. Authenticate post-graduate professional experience requirements by submitting verification of the certificate of clinical competence (CCC) issued by ASHA. Applicants not seeking the certificate of clinical competence shall submit a completed clinical fellowship year report on a form prescribed by the Board and related documentation as described in section 12;
- 4.1.g. Obtain a passing score on the national examination in the area of Audiology. The Board recognizes only the Educational Testing Service's (ETS) specialty area examinations.
- 4.1.h. Pass the jurisprudence examination developed by the Board. The examination shall be submitted with the application for licensure, fees and other required documents.

§29-1-5. Qualifications for a Provisional License.

- 5.1. To be eligible for provisional licensure by the Board, for purposes of fulfilling a Postgraduate Professional Experience, the applicant shall:
 - 5.1.a. Make application to the Board on the license application form approved by the Board;
 - 5.1.b. Pay to the Board the appropriate application and license fee as required by section 10;
 - 5.1.c. Submit to the Board an official university/college transcript; from a university/college approved by the Council of Academic Accreditation (CAA).
 - 5.1.c.1 All required documents for application of a provisional license shall be in the English language or sent with a certified translation into the English language.
 - 5.1.c.2 A master's degree or equivalent from an international college or university shall be submitted in the English language and accompanied by an evaluation provided by a credentials evaluation agency approved by the Board. A list of approved credentials evaluation agencies may be obtained from the board.
 - 5.1.d. Submit to the Board an original test score from the Educational Testing Service for the specialty area of Speech-Language Pathology.
- 5.2. The Board shall issue the provisional license for a period of one year.
- 5.3. The provisional licensee shall submit an original Postgraduate Professional Experience (PPE) agreement form to the Board within thirty (30) days after employment begins. The form must be completed and signed by the provisional licensee and the licensee's supervisor. The Postgraduate Professional Experience requirements are stated in section 12.
- 5.4. The provisional license is renewable for one additional year upon proof of the completion of a minimum of 10 hours of Board approved continuing education in the previous one year licensing period, the completion of the license renewal application form, and payment of the provisional license renewal fee as prescribed in section 10.

§29-1-6. License Renewal.

6.1. All licenses, except provisional licenses and assistants' registrations, expire biennially on the 31st day of December. Expiration of licenses is always on the even year, e.g., 2014, 2016, etc.

6.2. A licensee requesting renewal of a license shall:

6.2.a. Pay to the Board the license renewal fees, as stated in section 10.

6.2.b. Submit an application for renewal on the license renewal form prescribed by the Board;

6.2.c. Complete and submit verification of Board approved continuing education activities as stated in section 13.

6.3. The Board shall notify all licensees of the renewal procedures during the fourth (4th) quarter of the year the license expires. Notifications will be sent via email to the last email address provided by the licensee. If an email address is not available, the notification will be sent via US Mail to the last physical home address provided by the licensee. It is the responsibility of the licensee to notify the Board of any change in contact information.

6.4 A license that expires may be renewed within one (1) year of the expiration date, as long as the licensee is entitled to renewal and pays to the Board the renewal fee and the late fee as stated in section 10.

6.4.a. A license renewed after expiration will be valid only when all renewal requirements are met. Prior to the renewal of an expired license, the license shall be considered inactive. Anyone providing services with an expired/inactive license will face disciplinary actions for unlicensed practice.

§29-1-7. Reinstatement of Expired Licenses.

7.1. The Board may reinstate a license expired for more than one (1) year but fewer than five (5) years if the licensee:

7.2. Pays to the Board a reinstatement fee equal to the renewal fee in effect on the last regular renewal date immediately preceding the date of reinstatement, and the license reinstatement fee stated in section 10.

7.2.a. Completes 10 clock hours of approved continuing education per year that the license was expired up to a maximum of 25 hours. The continuing education shall include 1 clock hour of ethics training per year that the license was expired up to a maximum of 2 hours. §29-1-13.

§29-1-8. Retirement of Licenses.

8.1. Retired status is granted to Speech-Language Pathologists and Audiologists who do not practice Speech-Language Pathology or Audiology for an extended time period after the expiration date of their current license because of retirement, family matters, etc.

8.2. A retired license request form must be completed and submitted to the Board by the licensee requesting the retired license status.

8.3. Retired licensees may resume their active status by payment of the annual renewal fee.

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8.4. In order to resume the practice of Speech-Language Pathology or Audiology, retired status licensees shall demonstrate completion of 5 clock hours of continuing education in the area of licensure for each year that the retired status was maintained (maximum of 25 hours). The continuing education shall include 1 clock hour of ethics per year the retired status was maintained up to a maximum of 2 hours. §29.1.13.2.a

8.5. The licensee may submit the required clock hours of continuing education each year he/she is retired or submit all of the hours the year he/she returns to work in the profession.

§29-1.9. Standards of Conduct.

9.1. Licensees shall comply with the West Virginia Board of Examiners for Speech-Language Pathology and Audiology Code of Ethics as set forth in 29CSR5. Failure to comply with the Code of Ethics will be grounds for disciplinary action as described in W. Va. Code §30-32-19.

§29-1-10. Schedule of Fees.

10.1. Application fees:

10.1.a. License and Provisional license application fee (non-refundable) - \$100.00

10.2. License fees: **January – June/First Year of the Licensing Period (odd year)**

10.2.a. License fee in Speech-Language Pathology or Audiology - \$200.00

10.2.b. Dual license fee in Speech-Language Pathology and Audiology - \$275.00

10.3. Pro-Rated License Fees: **July – December/First Year of the Licensing Period (odd year)**

10.3.a. License fee in Speech-Language Pathology or Audiology - \$150.00

10.3.b. Dual license fee in Speech-Language Pathology and Audiology - \$206.00

10.4. Pro-Rated License Fees: **January – June/Second Year of Licensing Period (even year)**

10.4.a. License fee in Speech-Language Pathology or Audiology - \$100.00

10.4.b. Dual license fee in Speech-Language Pathology and Audiology - \$138.00

10.5. Pro-Rated License Fees: **July – December/Second Year of Licensing Period (even year)**

10.5.a. License fee in Speech-Language Pathology or Audiology - \$50.00

10.5.b. Dual license fee in Speech-Language Pathology and Audiology - \$70.00

10.6. Provisional License fee - \$50.00

10.7. Registration fee of a Speech-Language Pathology or Audiology Assistant - \$50.00

10.8. Renewal fees:

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- 10.8.a. Renewal fee in Speech-Language Pathology or Audiology (two years) - \$175.00
- 10.8.b. Renewal fee (Dual) in Speech-Language Pathology and Audiology (two years) - \$250.00
- 10.8.c. Provisional license renewal fee in Speech-Language Pathology (one year) - \$50.00
- 10.8.d. Provisional license renewal fee in Audiology (one year) - \$50.00
- 10.8.e. Registration Renewal for Speech-Language Pathology or Audiology Assistant - \$30.00
- 10.8.f. Renewal late fee - \$75.00 (applies when renewal application, CEU's and/or renewal fees are received between January 1 through December 31) WV Code §30-32-17.b.
- 10.8.g. Reinstatement fee - \$100.00 (applies to a license which has lapsed more than one year and fewer than five years) WV Code §30-32-17.c.

10.9. Fees for Services Rendered.

- 10.9.a. Duplicate License - \$10.00
- 10.9.b. Duplicate Wall Certificate - \$15.00
- 10.9.c. Copies of public records (per page; includes shipping) - \$.50
- 10.9.d. Roster of Active Licensees for Speech-Language Pathology - \$100.00
- 10.9.e. Roster of Active Licensees for Audiology - \$50.00
- 10.9.f. Insufficient Funds Penalty - \$20.00
- 10.9.g. Review and evaluate continuing education program from event provider - \$50.00
- 10.9.h. Out-of-State Letters of Good Standing or Affidavits - \$25.00
- 10.9.i. Copies of Rules and Regulations - \$10.00 (Free online on the Board's website.)

§29-1-11. Academic Clinical Practicum Requirements.

11.1. All Speech-Language Pathology applicants shall complete a minimum of 400 clock hours to complete the academic clinical practicum requirement. Twenty-five (25) hours must be spent in clinical observation and 375 hours must be spent in direct client/patient contact, as required by the Council on Academic Accreditation in Speech-Language Pathology (CAA).

11.1.a. Up to 20 clock hours in the major professional area may be in related disorders.

11.1.b. At least 20 of the 400 hours shall be in Audiology.

11.2. The applicant must demonstrate direct client/patient clinical experiences in both assessment and intervention with children and adults from the following range of disorders and differences:

11.2.a.1. Articulation

11.2.a.2. Fluency

11.2.a.3. Voice and resonance, including respiration and phonation

11.2.a.4. Receptive and expressive language (phonology, morphology, syntax, semantics, pragmatics, prelinguistic communication and paralinguistic communication) in speaking, listening, reading and writing

11.2.a.5. Hearing, including the impact on speech and language

11.2.a.6. Swallowing (oral, pharyngeal, esophageal and related functions, including oral function for feeding, orofacial myology)

11.2.a.7. Cognitive aspects of communication (attention, memory, sequencing, problem-solving and executive functioning)

11.2.a.8. Social aspects of communication (including challenging behavior, ineffective social skills, and lack of communication opportunities)

11.2.a.9 Augmentative and alternative communication modalities

11.3. All Audiology applicants shall obtain at least 350 clock hours to complete the academic clinical practicum requirement.

11.3.a. For licensure in Audiology the applicant shall obtain at least 40 hours in the following two categories:

11.3.a.1. Evaluation of hearing in children; and

11.3.a.2. Evaluation of hearing in adults.

11.3.b. At least 80 hours shall be obtained in the following two categories:

11.3.b.1. Selection and use of amplification and assistive listening devices for children; and

11.3.b.2. Selection and use of amplification and assistive listening devices for adults.

11.3.b.3. At least 10 additional hours shall be completed in any of categories 11.3.a.1; 11.3.a.2; 11.3.b.1 through 11.3.b.2.

11.3.c. At least 20 of the 250 hours shall be obtained in the treatment of hearing disorders in children and adults.

11.3.d. Up to 20 hours in the major area may be in related disorders and at least 20 of the 350 clock hours shall be in speech-language pathology.

11.4. Any person who has completed a clinical doctorate in Audiology (Au.D.) from an accredited institution fulfills the requirement for the Clinical Practicum requirements.

§29-1-12. Postgraduate Professional Experience. (Also known as Clinical Fellowship Year)

12.1 The purpose of the post-graduate professional experience (PPE) is to permit a provisional licensee to practice speech-language pathology while working under the supervision of a person fully

licensed by the board in the area in which licensure is sought. (The PPE does not apply to an audiologist with a clinical doctorate degree as described in §12.14.)

12.12. The post-graduate professional experience may be obtained in any one of a number of diverse employment settings. The determination of whether a given setting is appropriate for the clinical fellow is made by applying:

12.12.a. The criterion of whether the particular program is designed to evaluate, habilitate, or rehabilitate the communicative functioning of speech, language, and hearing handicapped persons.

12.12.b. The program must afford the possibility that the clinical fellowship year supervisory requirements can be met.

12.23. The type and amount of experience which is acceptable during the clinical fellowship year is defined as no less than nine months of full time professional employment (a minimum of 30 hours per week).

12.34. The requirement can also be met by less than full-time employment as follows:

12.34.a. Work 15-19 hours per week over 18 months;

12.34.b. Work 20-24 hours per week over 15 months; or

12.34.c. Work 25-29 hours per week over 12 months.

12.45. In the event that part-time employment is used to fulfill a part of the clinical fellowship year, 100% of the minimum hours of the part-time work per week requirement shall be spent in direct professional experience as defined in section 12.3, subsections a, b, and c. Professional employment of less than 15 hours per week does not fulfill any part of this requirement. If the clinical fellowship year is not initiated within two years of the date the academic and practicum education is completed, the clinical fellow shall meet the academic and practicum requirements current when the clinical fellowship year begins. The clinical fellowship year shall be completed within a maximum of 36 months.

12.56. The Board requires that at least 80% of the clinical fellowship year work week shall be in direct client contact (assessment, diagnosis, evaluation, screening, habilitation, or rehabilitation) and activities related to client management.

12.67. Only individuals holding a current West Virginia licensure in speech-language pathology or audiology, and the ASHA Certificate of Clinical Competence (CCC) and two (2) years clinical experience are eligible to supervise applicants during the postgraduate professional experience. Applicants may obtain names of qualified individuals from the Board.

12.78. Supervision of the clinical fellow shall include direct observation of diagnostic and therapeutic procedures. Other supervisory activities include:

12.78.a. Conferring with the clinical fellow concerning clinical treatment strategies;

12.78.b. Monitoring changes in patients' communication behaviors;

12.78.c. Evaluating the clinical fellow's clinical records, including

12.78.c.1. Diagnostic reports;

12.78.c.2. Treatment records;

12.78.c.3. Correspondence;

12.78.c.4. Plans of treatment; and

12.78.c.5. Summaries of clinical conferences.

12.78.d. Monitoring the clinical fellow's participation in case conferences;

12.78.e. Monitoring the clinical fellow's work by professional colleagues' evaluation of the clinical fellow;

12.78.f. Monitoring the clinical fellow's work by patients and their families evaluation of the clinical fellow; and

12.78.g. Monitoring the clinical fellow's contributions to professional meetings and publications, as well as participation in other professional growth opportunities.

12.89. ~~The supervisor may conduct items 12.7.e.3 through 12.7.g by correspondence.~~ Clinical fellowship year supervision shall entail the personal and direct involvement of the supervisor in any and all ways that will permit the clinical fellowship year supervisor to monitor, improve and evaluate the clinical fellow's performance in the professional employment. The clinical fellowship year supervisor shall base the total evaluation on no less than 36 direct supervisory activities and/or observations during the clinical fellowship year. The supervisor shall include 18 on-site observations of the clinical fellow in the following manner:

12.89.a. 1 hour = one on-site observation (up to 6 hours may be accrued in one day); and

12.89.b. at least 6 on-site observations shall be accrued during each third of the experience.

12.89.c. The clinical fellowship year supervisor shall complete 18 other monitoring activities (at least one per month).

12.910. The supervisor's role throughout the professional experience can be considered that of a mentor and shall include mentoring the provisional licensee in all aspects of the professional employment. The supervisor shall include regular monthly communication around mutually developed goals including professional, educational and personal objectives. Since one purpose of the clinical fellowship year is to improve the clinical effectiveness of the clinical fellow provisional licensee, supervisors shall share and discuss their evaluations with the clinical fellow provisional licensee throughout the clinical fellowship postgraduate professional experience year, as well as during a monthly evaluation conference. The monthly evaluation conference may be in conjunction with one of the on-site conferences and shall include: The Board recommends that written evaluations be used during these discussions. Where multiple supervisors are utilized, it is the responsibility of the clinical fellow to collate the evaluations and clinical fellowship year reports from all supervisors and be responsible for certifying that all state licensure requirements are met. All supervisors shall hold West Virginia licensure in the appropriate area and the ASHA Certificate of Clinical Competence (CCC).

12.910.a. Detailed feedback regarding clinical performance; and

12.910.b. Summarizing a list of clinical strengths and goals on the "PPE Supervision Contacts Log".

12.1011. A conference shall be held upon completion of the professional experience for a review and discussion of the "PPE Supervisor's Report."

12.1412. The PPE Supervision Contacts Log and the PPE Supervisor's Report shall be submitted to the Board within thirty (30) days after the professional experience is completed.

12.13. After submission of the PPE Supervision Contacts Logs and the PPE Supervisor's Report to the Board for approval, the provisional licensee shall abide by the regulations for the provisional license until full licensure is granted.

12.1014. Any person who has completed a clinical doctorate in audiology (Au.D.) from an accredited institution fulfills the requirement for the Postgraduate Professional Experience.

§29-1-13. Continuing Education.

13.1. In order to renew a Speech-Language Pathology and/or Audiology license or a provisional license, an applicant shall complete continuing education units that relate directly to professional growth and development, e.g., clinical skills. The continuing education requirements for Speech-Language Pathology and/or Audiology Assistants are stated in 29CSR5 – Rule Governing Speech-Language Pathology and Audiology Assistants.

13.1.a. A person initially licensed during the last 6 months of the 2-year licensing period is not required to complete CEU's as a prerequisite for the first renewal of his/her license.

13.2. A professional licensee shall obtain a minimum of 20 clock hours of continuing education during every two-year licensure period. Licensees who exceed the minimum continuing education requirement may carry a maximum of 6 hours forward to the next reporting period only. A provisional licensee shall obtain ten hours of continuing education during his or her provisional license year in order to renew his or her provisional license. An individual with professional licenses in both speech-language pathology and audiology shall obtain 15 clock hours of continuing education credits in each area, for a total of 30 clock hours during the two-year license period.

13.2.a. Effective for licenses expiring December 31, 2014 and thereafter, 1 clock hour per year (total of 2 clock hours) of approved ethics continuing education are required for license renewal.

13.3. The Board shall accept credits issued by the following organizations:

13.3.a. The American Speech-Language-Hearing Association.

13.3.b. The West Virginia Speech-Language-Hearing Association.

13.3.c. The American Academy of Audiology.

13.3.d. Activities approved by the WVBESLPA

13.4. Online continuing education courses will be accepted if issued/approved by the organizations in section 13.3 and/or approved by the WVBESLPA.

13.5. The presenting licensee may count 1 ½ times the value of a workshop the first time it is presented to allow for preparation time (Example: a three hour workshop = 4 ½ hours of CE). The workshop will count for the actual hour value for each subsequent presentation of the same workshop.

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13.6. Teaching at the college level in the area of communication disorders and audiology is not acceptable for continuing education.

13.7. A licensee shall submit verification of continuing education credits as part of the license renewal requirement. Verification can consist of proof of attendance by signature of the presenter or monitor, ASHA transcript, conference coded attendance log, etc.

13.8. Continuing education activities from organizations other than 13.3.a., 13.3.b., 13.3.c., and 13.3.d. require prior approval from the Board.

13.8.a. The licensee shall submit the following information for pre-approval of continuing education hours:

- 13.8.a.1. The name of the activity;
- 13.8.a.2. The name and credentials of the speaker or presenter;
- 13.8.a.3. The date and hours of the activity (including the agenda);
- 13.8.a.4. The location of the activity;
- 13.8.a.5. The contact person or coordinator of the activity and his/her telephone number;
- 13.8.a.6. The goals of the activity;
- 13.8.a.7. The target group of the activity;
- 13.8.a.8. The total number of continuing education hours requested for the activity.

13.9.a. The licensee shall request pre-approval (minimum 30 days in advance) from the Board for self-study or other appropriate CE hours.

13.9.b. Self-study activities include:

13.9.b.1. Professional presentations on recorded media including; audio, video, online courses (both live and pre-recorded);

13.9.b.2. Reading of professional journal articles that contain self-examination questions at the end. Articles shall be submitted for pre-approval:

13.9.b.3. Reading journal articles and submitting summarization of articles to the Board; and

13.9.b.4. Publication of diagnostic and/or therapeutic materials:

13.9.c. Licensees who elect to audit university classes in speech-language pathology or audiology shall submit a self-study plan for pre-approval from the WVBE SLPA in order to qualify for CE credit.

§29-1-14. Coursework requirement for Master's Equivalency for Speech-Language Pathology and Audiology.

14.1 Definitions.

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14.1.a. "Equivalent" is defined as holding a bachelor's degree from an accredited college or university.

14.1.b. "Equivalency" is defined as at least 42 post-baccalaureate semester hours acceptable toward a master's degree.

14.2. Outline of the Academic Courses required for the basis of the Master's Degree Equivalency.

14.2.a. At least 30 semester hours shall be in the areas of Speech-Language Pathology, Audiology, or Speech-Language and Hearing Science.

14.2.b. Speech-Language Pathologists and Audiologists shall obtain at least 21 of these 42 semester hours from a single college or university.

14.2.c. No academic hours shall be completed more than 10 years prior to the date of application.

14.2.d. No more than 6 semester hours shall be obtained for clinical practicum.

14.3. In evaluation of credits, one-quarter hour is the equivalent of two-thirds of a semester hours. An applicant shall submit official transcripts to the Board for special evaluation if the transcript does not report credit in terms of semester or quarter hours.

14.4. An applicant shall complete a total of 60 additional semester hours of academic credit from accredited colleges or universities. These hours must demonstrate that the applicant has obtained a well-integrated program or course study dealing with the normal aspects of human communication, development, disorders, and clinical techniques for evaluation and management of such disorders.

14.5. Courses in Basic Communication Processes Area.

14.5.a. The applicant shall complete 15 of these 60 hours in courses that provide information pertaining to normal development and use in speech, language and hearing, hereafter referred to as the basic communication processes area. These 15 hours will provide the applicant with a wide exposure to diverse kinds of information suggested by the following areas:

14.5.a.1. Anatomic and physiological basis for the normal development and use of speech, language and hearing such as anatomy, neurology, and physiology of speech, language and hearing mechanisms.

14.5.a.2. Physical basis and processes of the production and perception of speech, language and hearing, such as:

14.5.a.2.A. acoustics or physics of sound;

14.5.a.2.B. phonology;

14.5.a.2.C. physiologic and acoustic phonetics;

14.5.a.2.D. perceptual processes;

14.5.a.2.E. psychoacoustics; and

14.5.a.3. Linguistic and psycholinguistic variables related to normal development and use of speech, language and hearing, such as:

14.5.a.3.A. linguistics (historical, descriptive, sociolinguistics, urban language);

14.5.a.3.B. psychology of language;

14.5.a.3.C. psycholinguistics;

14.5.a.3.D. language and speech acquisition; and

14.5.a.3.E. verbal learning or verbal behavior.

14.5.b. The applicant shall earn at least 2 semester hours of credit in each of the above 3 categories.

14.6. It is emphasized that the three broad categories of required education in this section, and the examples of areas of study within these classifications, are not meant to be analogous to, or imply, specific course titles. Neither are the examples of areas of study within these categories meant to be exhaustive. Some of these 15 semester hours may be obtained in courses that are taught in departments other than those offering speech-language pathology and audiology degrees.

14.6.a. The applicant will not receive credit for courses designed to improve one's speaking and/or writing ability.

14.7. The applicant shall obtain 30 of these 60 semester hours in courses that provide:

14.7.a. information relative to communication disorders;

14.7.b. information about and training in evaluation and management of speech, language and hearing disorders; and

14.7.c. At least 24 of these 30 semester hours shall be in courses in the major professional area (Speech-Language Pathology or Audiology) for which licensure is requested. At least 6 hours shall be in audiology for licensure in speech-language pathology and at least 6 hours shall be in speech-language pathology for licensure in audiology, hereafter referred to as the minor professional area.

14.8. Professional Education Hours Required for Speech-Language Pathology.

14.8.a. The 24 semester hours of professional education required for licensure in speech-language pathology should be in the broad, but not necessarily exclusive, categories of study as follows:

14.8.a.1. Understanding of speech and language disorders, such as:

14.8.a.1.A. various types of disorders of communication;

14.8.a.1.B. their manifestations; and

14.8.a.1.C. their classifications and causes;

14.8.a.2. Evaluation skills such as procedures, techniques, and instrumentation used to assess:

14.8.a.2.A. the speech and language status of children and adults; and

14.8.a.2.B. the basis of disorders of speech and language; and

14.8.a.3. Management procedures; such as principles in remedial methods used in habilitation and rehabilitation for children and adults with various disorders of communication.

14.8.b. At least 6 semester hours shall deal with speech disorders and at least 6 semester hours shall deal with language disorders.

14.8.c. The remaining 6 semester hours of the 30 shall be in the minor professional area of audiology. Of these 6 semester hours, 3 semester hours shall be in the habilitative/rehabilitative procedures with speech and language problems associated with hearing impairment, and 3 semester hours shall be in study of the pathologies of the auditory system and assessment of auditory disorders. However, when more than the minimum 6 semester hours is met, study of habilitative/rehabilitative procedures may be counted in the major professional area.

14.9. Professional Education Hours Required for Audiology.

14.9.a. The 24 semester hours of professional education required for licensure in audiology should be in the broad, but not necessarily exclusive, categories of study as follows.

14.9.a.1. auditory disorders, such as:

14.9.a.1.A. pathologies of the auditory system; and

14.9.a.1.B. assessment of auditory disorders and their effective on communication;

14.9.a.2. habilitative/rehabilitative procedures, such as:

14.9.a.2.A. selection and use of appropriate amplification instrumentation for the hearing impaired, both wearable and group;

14.9.a.2.B. evaluation of speech and language problems of the hearing impaired; and

14.9.a.2.C. management procedures for speech and language habilitation and/or rehabilitation of the hearing impaired (that may include manual communication);

14.9.a.3. conservation of hearing, such as:

14.9.a.3.A. environmental noise control; and

14.9.a.3.B. identification audiometry (school, military, industry); and

14.9.a.4. Instrumentation, such as:

14.9.a.4.A. electronics

14.9.a.4.B. calibration technique; and

14.9.a.4.C. characteristics of amplifying systems.

14.9.b. At least 6 semester hours shall deal with auditory pathology and at least 6 semester hours shall deal with habilitation/rehabilitation.

14.9.c. The remaining 6 semester hours of the 30 shall be in the minor professional area of speech-language pathology.

14.9.c.1. Of these 6 semester hours, three semester hours shall be in speech pathology, and three semester hours shall be in language pathology. It is suggested that where only this minimum requirement of 6 semester hours is met, that the study be in the areas of evaluation procedures and management of speech and language problems that are not associated with hearing impairment.

14.9.d. An individual who holds a clinical doctorate in audiology (Au.D.) and has completed 75 hours of post-baccalaureate coursework from a regionally accredited audiology program fulfills the requirement for a supervised postgraduate professional employment experience.

14.10. Related Areas of Study.

14.10.a. In addition to the 15 semester hours of course study in basic communication processes, the 24 semester hours in the major professional area, and the 6 semester hours in the minor professional area, credit for study of information pertaining to related fields that augment the work of the clinical practitioner of speech-Language Pathology and/or Audiology may also apply toward the total 60 semester hours, hereafter referred to as related areas. Such study should pertain to the understanding of human behavior, both normal and abnormal, as well as services available from related professions, and in general should augment the background for a professional career. Examples of such areas of study are as follows:

14.10.a.1. theories of learning and behavior;

14.10.a.2. services available from related professional that also deal with persons who have disorders of communication; and

14.10.a.3. information from these professions about the sensory, physical emotional, social, and/or intellectual status of a child or an adult.

14.10.b. Academic credit obtained from practice teaching or practicum work in other professions shall not be counted toward the minimum requirements.

14.10.c. In order that the future applicant for one of the professional licenses shall be capable of critically reviewing scientific matters dealing with clinical issues relative to speech-language pathology and audiology, credit for study in the area of statistics, beyond an introductory course, shall be allowed to a maximum of 3 semester hours. Academic study of the administrative organization of Speech-Language Pathology and Audiology programs may also be applied to a maximum of 3 semester hours.

14.10.d. Certain types of course work shall be acceptable among more than one of the areas of study specified in 14.10, depending on the emphasis. For example, courses that provide an overview of research, e.g., introduction to graduate study or introduction to research in communication sciences, disorders or management, and/or a more general presentation of research procedures and techniques that shall permit the clinician to read and evaluate literature critically are acceptable for a maximum of 3 semester hours. These courses may be credited to the basic communication process area, or one of the professional areas or related area, if substantive content of the courses covers material in those areas.

14.10.d.1. Academic credit for a thesis or dissertation shall be acceptable for a maximum of 3 semester hours in the appropriate area.

14.10.d.2. The applicant shall submit an abstract of the study with the application if credit is requested.

14.10.d.3. In order to be acceptable, the thesis or dissertation must have been an experiment of descriptive investigation in the areas of speech, language and hearing science, Speech-Language Pathology or Audiology. Credit is not allowed if the project was a survey of opinions, a study of professional issues, an annotated bibliography, biography, or a study of curricular design.

14.10.e. As set forth in section 14.10, the academic credit hours obtained from one course or one enrollment may, although should not be in some instances, divided among the basic communication processes area and one of the professional areas, and/or the related area. In such cases, a description of the content of that course should accompany the application. This description should be extensive enough to provide the Board with information necessary to evaluate the validity of the request to apply the content to more than one of the areas. Study in the area of understanding, evaluation, and management of speech and language disorders associated with hearing impairment may apply to the 24 semester hours in the major professional area associated with either license (Speech-Language Pathology or Audiology).

14.10.e.1. The applicant is not allowed more than 6 semester hours in that area of study toward the license in speech-language pathology.

14.10.f. Thirty of the total 60 semester hours that are required for licensure shall be in courses that are acceptable toward a graduate degree by the college or university in which they are taken.

14.10.f.1. This requirement can be met by courses completed as an undergraduate providing the college or university in which they are taken specifies that these courses would be acceptable toward a graduate degree if they were taken for graduate degree if they were taken for graduate credit.

14.10.f.2. 21 of these 30 semester hours shall be within the 24 semester hours required in the professional area (speech-language pathology or Audiology) for which licensure is requested or within the 6 semester hours required in the other area as specified in section 14.7.c.

14.11. A student who is enrolled in a terminal degree program in Speech-Language Pathology or Audiology who has not yet completed a terminal degree is not eligible for licensure.

§29-1-15. Telepractice

15.1 Definitions.

15.1.a. "Asynchronous" is defined as images or data that are captured and transmitted for later review by a provider.

15.1.b. "Client/Patient" is defined as a consumer of telepractice services.

15.1.c. "Facilitator" is defined as the individual at the client site who facilitates the telepractice service delivery at the direction of the speech-language pathologist or audiologist. For purposes of fulfilling the facilitator role at the direction of the speech-language pathologist or audiologist, an individual does not have to become licensed as an aide.

15.1.d. "Provider" is defined as a speech-language pathologist or audiologist, fully licensed by the board, who provides telepractice services.

15.1.e. "Service Delivery Model" is defined as the method of providing telepractice services.

15.1.f. "Site" is defined as the client/patient location for receiving telepractice services.

15.1.g. "Stored Clinical Data" is defined as video clips, sound/audio files, photo images, electronic records, and written records that may be available for transmission via telepractice communications.

15.1.h. "Synchronous" is defined as interactive audio and video telepractice service occurring in real time.

15.1.i. "Telepractice Service" is defined as the application of telecommunication technology to deliver speech-language pathology and/or audiology services at a distance for assessment, intervention and/or consultation.

15.2. Service Delivery Models

15.2.a. Telepractice Services may be delivered in a variety of ways, including, but not limited to those set out in this section.

15.2.a.1. Store-and-forward model/is the asynchronous capture and transmission of clinical data from one location to a provider.

15.2.a.2. Synchronous clinician interactive model is a real time interaction between the provider and client/patient that may occur via encrypted audio and video transmission over telecommunication links including, but not limited to, videoconferencing.

15.3. Guidelines for Use of Facilitators

15.3.a Facilitators may be used to assist clients on site when telepractice services are provided. The Speech-Language Pathologist or Audiologist is responsible for conducting the session and directing the activities of the facilitator. The facilitator may be a teacher's aide, a nursing assistant, a speech-language pathology or audiology assistant or other type of support personnel.

15.3.b. The Speech-Language Pathologist or Audiologist is responsible for ensuring the facilitator is appropriately trained to provide the type of assistance needed. Activities may include:

15.3.b.1. Escorting client/patient or student to and from sessions;

15.3.b.2. Establishing and troubleshooting the telepractice connection;

15.3.b.3. Setting up therapy materials;

15.3.b.4. Positioning the client/patient at the direction of the Speech-Language Pathologist or Audiologist;

15.3.b.5. Remaining with the client/patient or student during sessions;

15.3.b.6. Assisting with behavior management, as needed;

15.3.b.7. Communicating with on-site staff or teachers about scheduling, and

15.3.b.8. In some instances serving as the interpreter.

15.4. Guidelines for Use of Telepractice.

29CSR1

15.4.a. The provider shall comply with the West Virginia Board of Examiners for Speech-Language Pathology and Audiology Code of Ethics as set forth in 29CSR5 and Scope Practice requirements set forth in West Virginia Code §30-32-13 & §30-32-14, when providing telepractice services. Failure to comply will be grounds for disciplinary action as described in West Virginia Code §30-32-19.

15.4.b. Telepractice services delivered via telecommunication technology must be equivalent to the quality, scope and nature of services delivered face-to-face, i.e., in person.

15.4.c. The quality of electronic transmissions shall be appropriate for the delivery of telepractice services as if those services were provided in person.

15.4.d. Providers must have the knowledge and skills to competently deliver services via telecommunication technology by virtue of education, training and experience.

15.4.e. Providers are responsible for assessing the client's candidacy for telepractice including behavioral, physical and cognitive abilities to participate in services provided via telecommunications.

15.4.f. A provider shall be sensitive to cultural and linguistic variables that affect the identification, assessment, treatment and management of the clients/patients.

15.4.g. Equipment used for the delivery of telepractice services at the provider site shall be maintained in appropriate operational status to provide appropriate quality of services.

15.4.h. Equipment used at the client/patient site shall be in appropriate working condition and deemed appropriate by the provider.

15.4.i. As pertaining to liability and malpractice issues, a provider shall be held to the same standards of practice as if the telepractice services were provided in person.

15.4.j. Telepractice providers shall comply with all laws, rules and regulations governing the maintenance of patient/client records, including patient/client confidentiality requirements, regardless of the state where the records of any patient/client within this state are maintained.

15.4.k. Notification of telepractice services should be provided to the patient/client, the guardian, the caregiver, and the multi-disciplinary team, if appropriate. The notification shall include, but not be limited to: the right to refuse telepractice services and options for service delivery.

15.5. Limitations of Telepractice Services

15.5.1. Telepractice services shall not be provided by correspondence only, e.g., mail, email, fax, although they may adjuncts to telepractice.

15.5.2. Telepractice services shall not be provided by:

15.5.2.a. Speech Pathologists with a provisional license while completing a postgraduate professional experience/clinical fellowship year.

15.5.2.b. Speech Pathology or Audiology Assistants

15.6. Licensure Requirements for Providing Telepractice Services.

15.6.1. A provider of telepractice services who practices in this State shall be licensed by the Board, per license requirements set forth in WV Code, §30-32-9., §30-32-10. & WV Code Rules §29-1.

15.6.2. A provider of telepractice services who resides out of this State and who provides telepractice services to clients/patients in West Virginia shall be licensed by the Board, per license requirements set forth in WV Code, §30-32-9. & §30-32-10. & WV Code Rules §29-1.

15.6.3. A provider of telepractice services shall be competent in both the type of services provided and the methodology and equipment used to provide the services.

WV Veterans Nursing Facility

Policy Consultants and Outside Resources Page 1 of 1	FUNCTION Social Services
	NUMBER II.B1
	ISSUED November 1, 2007
	REVISED January 7, 2008

Consultants and consultation will be used to help clarify, interpret or give direction in a determined need or problem area. A consultant will evaluate a situation, provide valuable input/information, advise or make recommendations.

The consultant, however, does not assume responsibility for supervision or actual services rendered. Facility staff are responsible for decisions, actions and outcomes.

Consultation may be requested by telephone, mail or personal request and should be channeled through the Executive Director of the facility to the appropriate department. Consulting may include, but not limited to: Nursing, Activities, Social Services, Therapy, Dietary, Health Information Management, Human Development, Community Relations (Marketing and Resource Development), Specialty Services, Construction and Design, Reimbursement, Accounting, Staff Development, computer systems, loss prevention, Environmental Services, QA/COI, and insurance.

If the facility does not employ a qualified professional person to furnish a specific necessary service, it will furnish that service to residents through a person or agency outside the facility under a written agreement often called a contract service. (The facility assumes responsibility for acquiring services which meet professional standards and principles in a timely manner.)

Possible areas for consultation may include the following:

Program or Contract Service

Activities

Audiologist

Advisory Dental

Consulting Dietitian

Diagnostic Services

Enterostomal Nurse Consultant

Health Information Management

Medical Director

Mental Health

Ophthalmology, Optometry

Consulting Pharmacist

Physical, Occupational or Speech Therapy

Podiatry

Social Services

Specialty Medical Director

Also can use state or local health departments, social services agencies, fire official

Federal Regulations: F 250, F319

West Virginia Ethics Commission



Disclosure of Interested Parties to Contracts

Pursuant to *W. Va. Code* § 6D-1-2, a state agency may not enter into a contract, or a series of related contracts, that has/have an actual or estimated value of \$100,000 or more until the business entity submits to the contracting 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.

"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 contracting state agency prior to contract award 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: www.ethics.wv.gov.



JOHN A. MYERS
CABINET SECRETARY

STATE OF WEST VIRGINIA
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
2019 WASHINGTON STREET, EAST
CHARLESTON, WEST VIRGINIA 25305-0130

W. MICHAEL SHEETS
DIRECTOR

State of West Virginia Bid Opportunity

Solicitation Type	CRFQ
Solicitation No.	VNF1800000011
Description:	Therapy Services
Deadline for Q&A:	02/16/18
Mandatory Bid Conference:	N/A
Bid Closing Date and Time:	03/01/18 1:30 PM EST

Dear Potential Bidder:

Your business has been identified as a potential vendor by the requesting agency for the solicitation noted above.

Should your business be interested in this bid opportunity, please visit www.wvOASIS.gov, and click on the Vendor Self Service (VSS) Portal. At the welcome screen, please review any announcements and log into your account or click on the "Public Access" button in the bottom left of the page in order to view the *West Virginia Purchasing Bulletin*. At the *West Virginia Purchasing Bulletin* page, you may view all bid opportunities or you may search for the solicitation noted above by typing the solicitation number in the "keyword search" box. All modifications to solicitations prior to award will be noted as an "addendum" and also available at this same location.

The *West Virginia Purchasing Bulletin* lists all bid opportunities more than \$5,000 for the state of West Virginia. Solicitations prefaced with an "A" are agency-delegated bid opportunities expected to be \$25,000 or less; those prefaced with an "C" are central Purchasing Division solicitations expected to exceed \$25,000.

Additional information may be accessed by clicking on the summary or details of the solicitation.

Should you decide to bid on this opportunity, you may submit a bid through the acceptable delivery methods including electronic submission via wvOASIS system, hand delivery, delivery by courier, or by facsimile; however, the Purchasing Division cannot accept bids via electronic mail.

Thank you for your interest in doing business with the State of West Virginia. Should you have any questions regarding becoming a registered vendor with the Purchasing Division, please visit our vendor registration webpage at <http://www.state.wv.us/admin/purchase/VendorReg.html>.

West Virginia Purchasing Division
WVPurchasing.gov

West Virginia Ethics Commission
Disclosure of Interested Parties to Contracts

(Required by W. Va. Code § 6D-1-2)

Contracting Business Entity: Odyssey Rehabilitation Address: 415 Benedum Dr.
Bridgeport, WV 26330

Authorized Agent: Mike Dotson Address: _____

Contract Number: VNF/800000011 Contract Description: Therapy Services

Governmental agency awarding contract: WV Purchasing Division / WV VNF

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.

2. 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.

Greg Hayes
Jack Spatafore

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: 2.27.2018

Notary Verification

State of West Virginia, County of Harrison

I, Jamie L Cox, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledge that the Disclosure herein is being made under oath and under the penalty of perjury.

Taken, sworn to and subscribed before me this 27th day of February, 2018.

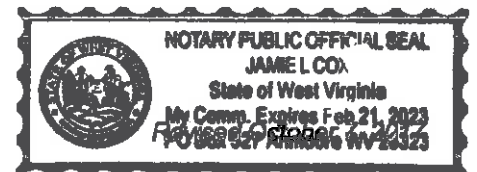
Jamie L Cox
Notary Public's Signature

To be completed by State Agency:

Date Received by State Agency: _____

Date submitted to Ethics Commission: _____

Governmental agency submitting Disclosure: _____



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 Vendor Preference, if applicable.

1. **Application is made for 2.5% 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% 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% 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% 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% 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% 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.
7. **Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with *West Virginia Code §5A-3-59* and *West Virginia Code of State Rules*.**
 Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

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: Odyssey Rehabilitation

Signed: 

Date: 2-23-2018

Title: Christ Maas, Officer

ADDITIONAL INFORMATION:

THE STATE OF WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, WEST VIRGINIA VETERANS NURSING FACILITY, IS SOLICITING BIDS TO ESTABLISH AN OPEN-END CONTRACT FOR THERAPY SERVICES PER THE ATTACHED DOCUMENTATION.

INVOICE TO	SHIP TO
DIVISION OF VETERANS AFFAIRS 1 FREEDOMS WAY CLARKSBURG WV26301 US	DIVISION OF VETERANS AFFAIRS 1 FREEDOMS WAY CLARKSBURG WV 26301 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	THERAPY SERVICES				737,000. ⁰⁰

Comm Code	Manufacturer	Specification	Model #
85122101			

Extended Description :

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

SCHEDULE OF EVENTS

Line	Event	Event Date
1	QUESTION DEADLINE 10AM EST	2018-02-16

VNF1800000011	Document Phase Final	Document Description THERAPY SERVICES	Page 3 of 3
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

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 §61-8-3) 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: Odyssey Rehabilitation

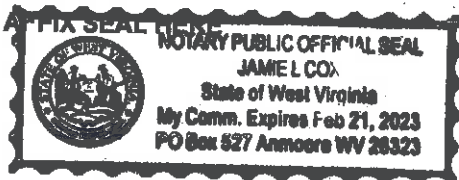
Authorized Signature: [Signature] Date: _____

State of West Virginia

County of Harrison, to-wit:

Taken, subscribed, and sworn to before me this 26th day of February, 2018.

My Commission expires February 21, 2023.



NOTARY PUBLIC [Signature]



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

State of West Virginia
 Request for Quotation
 26 — Medical

Proc Folder: 420404

Doc Description: ADDENDUM 1 THERAPY SERVICES

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2018-02-21	2018-03-01 13:30:00	CRFQ 0613 VNF1800000011	2

BID RECEIVING LOCATION

BID CLERK
 DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON ST E
 CHARLESTON WV 25305
 US

VENDOR

Vendor Name, Address and Telephone Number:

FOR INFORMATION CONTACT THE BUYER

Crystal Rink
 (304) 558-2402
 crystal.g.rink@wv.gov

Signature X

FEIN #

204439478

DATE

2-26-18

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

ADDITIONAL INFORMATION:

THE STATE OF WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, WEST VIRGINIA VETERANS NURSING FACILITY, IS SOLICITING BIDS TO ESTABLISH AN OPEN-END CONTRACT FOR THERAPY SERVICES PER THE ATTACHED DOCUMENTATION.

INVOICE TO		SHIP TO	
DIVISION OF VETERANS AFFAIRS 1 FREEDOMS WAY		DIVISION OF VETERANS AFFAIRS 1 FREEDOMS WAY	
CLARKSBURG	WV26301	CLARKSBURG	WV 26301
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	THERAPY SERVICES				737,000. ⁰⁰

Comm Code	Manufacturer	Specification	Model #
85122101			

Extended Description :
 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

SCHEDULE OF EVENTS

Line	Event	Event Date
1	QUESTION DEADLINE 10AM EST	2018-02-16

SOLICITATION NUMBER: CRFQ VNF1800000011

Addendum Number: 1

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

Applicable Addendum Category:

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

Description of Modification to Solicitation:

1. To provide answers to vendor questions
 2. Provide revised specifications with the removal of vendor to provide additional therapy services (4.1.6.41 in initial specifications)
 3. To remove Attachment C from the solicitation
 4. To provide Revised Exhibit A Pricing Page with the removal of Medicare Part B pricing
- Bid opening date remains 03/01/2018 at 1:30 PM EST

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

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.

ATTACHMENT A

**CRFQ VNF180000011 Therapy Services
Addendum 1
Answers to Vendor Questions**

Q1. On the pricing sheet is the Medicare Part B Unit price of %_HCPCS. What value does this have toward the Total Amount since there is no Estimated Usage Per Year, therefore allowing no calculation into the Total Price? So how is it used to effect the Total Price of the bid?

A1. Medicare Part B pricing has been removed from the pricing page. Please see Revised Exhibit A pricing page attached to this addendum. Only pricing provided on Revised Exhibit A will be evaluated.

**REQUEST FOR QUOTATION
THERAPY SERVICES
CRFQ VNF1800000011**

SPECIFICATIONS

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of WV Veterans Nursing Facility One Freedoms Way Clarksburg, WV 26301 to establish a contract for Skilled Rehabilitation Therapy Services six (6) days a week and/or as required.

- 2. DEFINITIONS:** The terms listed below shall 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 six (6) days a week and/or as required as more fully described in these specifications.

 - 2.2 "Pricing Page"** means the pages, contained wvOASIS or attached hereto as Exhibit A, upon which Vendor should list its proposed price for the Contract Services.

 - 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 "WVNF"** means WV Veterans Nursing Facility

 - 2.5 "QI/QA"** means Quality Assessment and Quality Improvement

 - 2.6 "MDS"** means Minimum Dataset

- 3. Qualifications:** Vendor, or Vendor's staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:
 - 3.1 Business licenses and/or certification required by law to provide rehabilitative Services.** Licenses and certifications must be provided upon request.

 - 3.2 Vendor shall be responsible for verifying current licenses/certification and to obtain copies for the personnel file.**

 - 3.3 Vendor shall present licenses and/or certification within four (4) hours of WVNF request.**

 - 3.4 Providing an employee to WVNF who has a probationary or suspended license may be cause for contract termination.**

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3.5 Vendor shall have a minimum of three (3) years' experience in the Nursing Facility setting. Must be able to provide references upon request of the WVNF.

4. MANDATORY REQUIREMENTS:

4.1 Mandatory Contract Services Requirements and Deliverables: Contract Services must meet or exceed the mandatory requirements listed below.

4.1.1 Occupational Therapist Services: The Occupational Therapist shall be responsible for performing the following services that include, but are not limited to the following:

4.1.1.1 Provide Occupational (clinical) Therapy as prescribed by the resident's attending physician.

4.1.1.2 Incorporate the occupational therapy program with the resident's total plan of care.

4.1.1.3 Coordinate occupational therapy services with the resident's attending physician and the WVNF nursing Staff

4.1.1.4 Develop and participate in in-service training programs for nursing services and other related services.

4.1.1.5 Attend and participate in resident assessment and care planning meetings as necessary.

4.1.1.6 Provide written, dated and signed reports of each consultation visit to the Nursing Supervisor. Such reports will contain the therapist's: Findings, Recommendations, Plans for Implementation, and Plans for Continued Assessments.

4.1.1.7 Assist the attending physician in an evaluation of a resident's level of function by applying diagnostic and prognostic tests.

4.1.1.8 Maintain the confidentiality of resident information as established by the WVNF policies and procedures listed in Attachment A.

4.1.1.9 Stay abreast of all other responsibilities required of a therapist as set forth in any federal or state laws, statues, or regulations as enacted or as may be enacted or amended.

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4.1.2 Occupational Therapist Assistant: shall be responsible for performing the following services that include but are not limited to the following:

4.1.2.1 Vendor must help residents with rehabilitative activities and exercises outlined in treatment plan developed in collaboration with an occupational therapist.

4.1.2.2 Vendor must record residents progress for the Occupational Therapist

4.1.2.3 Vendor shall document the billing of the residents' health insurance provider.

4.1.2.4 Vendor shall maintain a safe and therapeutic environment; clean assigned areas and equipment; inspect equipment's to ensure safe working conditions

4.1.2.5 Vendor shall Maintain the confidentiality of resident information as established by the WVVNF policies and procedures as referenced in Attachment A.

4.1.2.6 Vendor shall stay abreast of all other responsibilities required of a therapist as set forth in any federal or state laws, statues, or regulations as enacted or as may be enacted or amended.

4.1.3 Physical Therapy Services: The physical therapist shall be responsible for performing the following services that include, but are not limited to, the following:

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- 4.1.3.1** Provide physical therapy as prescribed by the resident's attending physician.
- 4.1.3.2** Render high-quality therapy services to our residents in order to prevent deformities and reduce liabilities.
- 4.1.3.3** Insofar as practical, coordinate our physical therapy services with nursing and other support services.
- 4.1.3.4** Assist the resident in attaining his/her highest practicable level of function.
- 4.1.3.5** Alleviate pain by using physical agents such as heat, water, electricity, massages, and exercises, as ordered by the attending physician.
- 4.1.3.6** Develop and participate in in-service training programs for nursing 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.
- 4.1.3.7** Attend and participate in resident assessment and care planning meetings as necessary.
- 4.1.3.8** Provide written, dated and signed reports of each consultation visit to the nursing Supervisor. Such reports will contain the therapist's: Findings, Recommendations, Plans for Implementation, Plans for Continued Assessments.
- 4.1.3.9** Keep the resident's attending physician informed of the resident's progress and make appropriate recommendations.

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4.1.3.10 Maintain the confidentiality of resident information as established by the WVVNF policies and procedures in Attachment A.

4.1.3.11 Stay abreast for all responsibilities required of a therapist as set forth in any federal or state laws, statues, or regulations as enacted or as amended.

4.1.4 Physical Therapist Assistant: shall be responsible for performing the following service that include, but are not limited to the following:

4.1.4.1.1 Assist physical therapist in providing services that help improve mobility, relieve pain, and prevent or limit permanent physical disabilities.

4.1.4.1.2 Under the direction and supervision of the physical therapist the physical therapist assistant shall alleviate pain by using physical agents as heat, water, electricity, massages, and exercises, as ordered by the attending physician.

4.1.4.1.3 Maintain the confidentiality of the resident information as established by the WVVNF policies and procedures. See Attachment A.

4.1.4.1.4 Stay abreast of all responsibilities required of a therapist as set forth in any federal or state laws, statues, or regulations as enacted or as may be enacted or amended.

4.1.5 Speech Therapy Services: The Speech-Language Pathologist shall be responsible for performing the following services that include, but are not limited to the following:

4.1.5.1 Provide such services as prescribed by the resident's attending physician.

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4.1.5.2 Plan, organize and direct speech pathology programs that meet the resident's needs

4.1.5.3 Coordinate such services with the attending physician and nursing services.

4.1.5.4 Incorporate speech programs into the resident's total care plan.

4.1.5.5 Shall have certification in clinical competence in speech language pathology granted by the American Speech and Hearing Association. Certification shall be provided upon request.

4.1.5.6 Shall comply with West Virginia Code of State Rules 29CSR1 Title 29 that governs Speech Pathology. See Attachment B.

4.1.5.7 Shall be familiar with the Occupational Safety Health Association (OSHA) Regulations.

4.1.6 OTHER VENDOR GENERAL REQUIREMENT:

4.1.6.1 All staff assigned to WVVNF, pursuant to the agreement shall, for all purposes, be considered an employee of the Vendor only. The Vendor shall assume sole and exclusive responsibility for the payment of wages and any benefits to the employees providing services to WVVNF.

4.1.6.2 Vendor shall ensure that all employees assigned to work at WVVNF have a TB Screening before commencing work and yearly thereafter, TB screening results shall be provided by WVVNF upon request.

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- 4.1.6.3** Vendor shall 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.
- 4.1.6.4** Vendor shall provide rehabilitative services to WVVNF Veterans and members a minimum of six (6) days per week.
- 4.1.6.5** Vendor shall meet and/or exceed generally accepted standards of practice for the provision of rehabilitative services.
- 4.1.6.6** Vendor shall provide physical, occupational, and speech therapy services in accordance with the attending physician's orders and treatment plan.
- 4.1.6.7** Vendor shall work with other clinical programs in determining care planning and treatment modalities. Therapist will assist the WV VNF with complying with all MDS Medicare and Payer regulatory requirements.
- 4.1.6.8** Vendor shall assess resident progress and response to treatment. Participate, as necessary in care plan reviews with the interdisciplinary care plan team
- 4.1.6.9** Vendor shall provide home assessments for potential discharges and report outcomes to the interdisciplinary team.
- 4.1.6.10** Vendor shall provide oversight of wheelchair clinic, maintain inventory of wheelchairs, equipment and accessories (assigned and unassigned).
- 4.1.6.11** Vendor shall determine rehabilitation goals for each Veteran/member based on their needs relative to their physical and mental level of functioning, their overall care plan and preferences.

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- 4.1.6.12** Program Manager shall 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.
- 4.1.6.13** Regional Director will perform clinical and regulatory reviews and submit quarterly reports for quality assurance.
- 4.1.6.14** Program Manager upon the request of Administrator will provide additional documentation regarding the serviced provided.
- 4.1.6.15** Vendor shall provide recommendations for staffing patterns appropriate to the rehabilitation caseload.
- 4.1.6.16** Vendor shall monitor productivity and efficiency of rehabilitation service staff.
- 4.1.6.17** Vendor shall maintain records of patient service, tracking systems, forms etc., and have a detailed policy on completion of these records.
- 4.1.6.18** Vendor shall verify all services through documentation in the Veterans/members clinical record in accordance with best practice in the field. Provide any documentation upon inquires of Medicare, Medicaid and other third-party payers for services provided.
- 4.1.6.19** A description on Offers ability to provide therapy information for MDS data collections based on the state, BA and Federal guidelines
- 4.1.6.20** Vendor shall provide services within the budgetary limits as defined by the Facility.

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- 4.1.6.21** Vendor shall provide a copy of their corporate compliance manual/program at the request of WVNF.
- 4.1.6.22** Vendor shall meet the facility's requirements for health screening and documentation of immunizations.
- 4.1.6.23** Vendor shall provide marketing support of the therapy program and the facility.
- 4.1.6.24** Vendor shall provide continuous services to the WVNF during the term of this contract and in accordance therewith, arrange to provide the services of another therapist during any absence(s), vacations(s), period of illness(s), or limited period when the therapist is not available.
- 4.1.6.25** Vendor shall complete comprehensive clinical audits on a periodic basis. Documentation will be reviewed for clinical reasoning, technical accuracy, and medical necessity. The facility may conduct unannounced documentation reviews. Should the result(s) fall below the Vendor's or the Facility's threshold of clinical excellence a formalized plan of corrections must be instituted. Audits must be reviewed with the Administrator or Assistant Administrator.
- 4.1.6.26** Vendor shall provide the facility statistical information for cost reporting.
- 4.1.6.27** Vendor shall provide and maintain written documentation, including appropriate services coding. In individual charts of patient treatment, progress and evaluation in accordance with WVNF policies and procedures, and in accordance with requirements of Federal and State governmental agencies and other third-party payers.

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4.1.6.28 Work policies, standards and procedures established by the WVVNF shall be followed at all times. Vendor and his/her employee(s) shall conform in all respects with regard to physical, fire and security regulations while on the premises of the WVVNF.

4.1.6.29 All personnel assigned by vendor must attend the WVVNF employee orientation.

4.1.6.30 All personnel assigned must be employees of the Vendor at the time of any specific work assignment to the WVVNF. Before making a referral of one of its employees, vendor shall 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.

4.1.6.31 Personnel provided by the vendor must follow WVVNF rules, to include but is not limited to:

- No smoking in the work area
- Signing in and presenting positive ID upon reporting for duty.
- Interacting Cordially with WVVNF personnel and residents.
- Responding professionally to WVVNF supervisory personnel.
- Following other State/WVVNF rules as required.
- Park in WVVNF assigned locations when reporting for duty

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4.1.6.32 Vendor shall be responsible for credentialing and privileging. Credentialing is the process of obtaining, verifying, and assessing the therapist, physicians, podiatrists; dentists, psychologists, physician assistants, nurse practitioner, and licensed nurses to provide patient care services in or for health care organizations. Privileging is the process whereby a specific scope and content of patient care services are authorized for health care practitioner by the vendor, based on evaluation of the individual's credentials and performance.

4.1.6.33 Vendor must uniformly apply credentialing criteria to licensed practitioners applying to provide resident care or treatment under the facility's care.

4.1.6.34 Vendor must verify and uniformly apply the following core criteria: current licensure or current certification if applicable, relevant education, training and experience, current competence, and a statement that the individual is able to perform the services he or she is applying to provide. Upon request, vendor must provide any documents to the agency.

4.1.6.35 Vendor must decide whether to authorize the independent practitioner to provide resident care or treatment, and each credentials file must indicate that these criteria are uniformly and individually applied.

4.1.6.36 Vendor must maintain documentation of current credentials for each licensed independent practitioner providing services to residents residing at WVVNF. Documentation must be made available to the agency upon request.

4.1.6.37 When reappointing a licensed independent practitioner, the vendor must review an individual's record for experience.

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4.1.6.38 Vendor systematically must assess whether individual with clinical privileges act within the scope of work.

4.1.6.39 Upon request, vendor shall provide copies of credential records and applications to the WVVNF Purchasing Office for each licensed practitioner who will be providing services at the facility.

4.1.6.40 Vendor shall comply with WVVNF internal therapy authorization process and all policies and procedures. WVVNF will provide policies and procedures upon award of the resultant contract.

4.1.6.41 Vendor shall submit the following written monthly reports, at a minimum, to WVVNF:

- 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).
- Vendor shall provide the monthly billing logs within two (2) business days of the month end.

4.1.6.42 Vendor shall inform WVVNF in writing and receive approval prior to initiating any significant changes in procedure related to patient care, billing and scope of work.

4.1.6.43 Vendor shall maintain security over all records, reports and related material(s), and shall release such information only in a manner authorized by WVVNF.

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4.1.6.44 Vendor shall bill Medicare Part B for services rendered and should provide proof that they are a provider of Medicare Part B prior to award of contract.

4.1.6.45 Vendor shall bill the WVNF for billable services such as Physical Therapy, Occupational Therapy, and Speech Therapy.

4.1.6.46 Vendor shall bill no more than 20% of the overall billable time. Items covered under non-billable would be rehab techs, meetings, assistance on resident trips and documentation time.

4.1.7 Agency (WVNF) Responsibilities:

4.1.7.1 Agency Shall provide office and treatment space to the vendor, as necessary for rendering services as outlined in the contract. Agency shall supply and furnish the basic equipment necessary for the proper operation of rehabilitative services.

4.1.7.2 Agency shall provide a computer for vendor use.

4.1.7.3 Agency shall provide all internal policies and procedures to the vendor upon award of the resultant contract.

5. CONTRACT AWARD:

5.1 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 Pages.

5.2 Pricing Page: Vendor must complete the Pricing Pages (Exhibit A) by listing Flat Rate Amount for each line item and the extended Amount for each item listed (individual Flat (x) estimated Number of Trips per month as listed for

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each item), and overall total cost (this number should come from the estimated Number of Trips per Month totals). Vendor should complete the Pricing Pages (Exhibit A) in their entirety as failure to do so may result in Vendor's bids being disqualified.

Vendor 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: Crystal.G.Rink@wv.gov

**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

- 6. 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 shall perform in accordance with the release orders that may be issued against this Contract.
- 7. PAYMENT:** Agency shall pay Hourly, as shown on the Pricing Pages, for all Contract Services performed and accepted under this Contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.
- 8. TRAVEL:** Vendor shall 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 by the Agency separately.

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9. 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:

9.1 Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.

9.2 Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.

9.3 Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.

9.4 Anyone performing under this Contract will be subject to Agency's security protocol and procedures.

9.5 Vendor shall inform all staff of Agency's security protocol and procedures.

10. VENDOR DEFAULT:

10.1 The following shall be considered a vendor default under this Contract.

10.1.1 Failure to perform Contract Services in accordance with the requirements contained herein.

10.1.2 Failure to comply with other specifications and requirements contained herein.

10.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

10.1.4 Failure to remedy deficient performance upon request.

10.2 The following remedies shall be available to Agency upon default.

10.2.1 Immediate cancellation of the Contract.

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10.2.2 Immediate cancellation of one or more release orders issued under this Contract.

10.2.3 Any other remedies available in law or equity.

11. MISCELLANEOUS:

11.1 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.

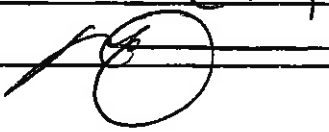
Contract Manager: Mike Dotson
Telephone Number: 304-842-9887
Fax Number: 304-842-9888
Email Address: mdotson@odysseyrehab.com

Revised Exhibit A - Pricing Sheet for Therapy Services

<u>Item Number</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>ESTIMATED USAGE PER YEAR</u>	<u>TOTAL PRICE</u>
4.1.1	Occupational Therapist Services	\$ 50. ⁰⁰	5000 hours	\$ 250,000. ⁰⁰
4.1.2	Occupational Therapist Assistant	\$ 48. ⁰⁰	800 hours	\$ 38,400. ⁰⁰
4.1.3	Physical Therapy Services	\$ 50. ⁰⁰	1500 hours	\$ 75,000. ⁰⁰
4.1.4	Physical Therapist Assistant	\$ 48. ⁰⁰	3200 hours	\$ 153,600. ⁰⁰
4.1.5	Speech Therapist Services	\$ 50. ⁰⁰	400 hours	\$ 20,000. ⁰⁰
4.1.6.45	Billable Minutes	\$ 0. ⁰⁰	3000 hours	\$ 0. ⁰⁰
4.1.6.46	Non Billable Minutes	\$ 40. ⁰⁰	5000 hours	\$ 200,000. ⁰⁰
			Total Amount	\$ 737,000. ⁰⁰

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

Vendor Information

VENDOR NAME:	Odyssey Rehab
VENDOR ADDRESS:	415 Benedum Dr. Bridgeport, WV 26350
VENDOR PHONE:	304-842-9887
EMAIL:	mdotson@odysseyrehab.com
SIGNATURE:	

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: VNF180000011

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)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> 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 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.

Odyssey Rehabilitation
Company


Authorized Signature

2-26-18
Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.
Revised 6/8/2012

	781.332.7547 t 6800 Paragon Place, Suite 430 Richmond, VA 23230	Binder
	onebeaconhc.com	
12.08.2017	RE: WV Therapy Services, LLC Medical Facilities Liability Coverage	

Broker

Maire Kahley
 Capitol Special Risks, a division of
 Specialty Programs Group, LLC
 1000 Parkwood Circle, Suite 925
 Atlanta, GA 30339

Insured

WV Therapy Services, LLC
 415 Benedum Dr
 Bridgeport, WV 26330-1503

Hello.

OneBeacon Healthcare Group is pleased to provide the following Medical Facilities Liability Coverage confirmation of binding to you for WV Therapy Services, LLC. We hope that you will provide us the opportunity to discuss the full breadth of our capabilities with you in further detail as we would greatly appreciate the opportunity to exceed your expectations. Sarah A. Logue is available to assist you with anything else you may need.

Policy Number	MFL-005723-0118																					
Policy Period	01.01.2018 to 01.01.2019																					
Covered Operations / Services	See Endorsement HPE-30032																					
Health Care Professional Liability	<table border="0" style="width: 100%;"> <tr> <td style="width: 60%;"><u>Limits of Liability</u></td> <td style="width: 20%;"></td> <td style="width: 20%; text-align: right;"><u>Retroactive Date</u></td> </tr> <tr> <td>Each Claim</td> <td style="text-align: right;">\$1,000,000</td> <td style="text-align: right;">N/A</td> </tr> <tr> <td>Aggregate for All Claims</td> <td style="text-align: right;">\$3,000,000</td> <td style="text-align: right;">Occurrence</td> </tr> <tr> <td><u>Deductible</u></td> <td></td> <td></td> </tr> <tr> <td>Per Claim</td> <td style="text-align: right;">\$0</td> <td></td> </tr> <tr> <td>Aggregate</td> <td style="text-align: right;">N/A</td> <td></td> </tr> </table>	<u>Limits of Liability</u>		<u>Retroactive Date</u>	Each Claim	\$1,000,000	N/A	Aggregate for All Claims	\$3,000,000	Occurrence	<u>Deductible</u>			Per Claim	\$0		Aggregate	N/A				
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<u>Deductible</u>																						
Per Claim	\$0																					
Aggregate	N/A																					

	<u>Products and Completed Operations</u>		
	Each Claim	Included	
	Aggregate for All Claims	Included	
	<u>Medical Expense Bodily Injury</u>		
	Each Person Per Accident	\$5,000	
	Aggregate for All Claims	\$25,000	
Sexual Misconduct/ Physical Abuse Liability	<u>Limits of Liability</u>		<u>Retroactive Date</u>
	Each Claim	\$100,000	01.01.2018
	Aggregate for All Claims	\$300,000	
	<u>Deductible</u>		
	Per Claim	\$0	
	Aggregate	N/A	
Employee Benefits Liability	Not Covered		
HIPAA Violation Reimbursement	<u>Limits of Liability</u>		
	Aggregate	\$25,000	
Evacuation Expense Reimbursement	<u>Limits of Liability</u>		
	Each Evacuation	\$25,000	
	Aggregate for all Evacuations	\$25,000	
Legal / Media Expense Reimbursement	<u>Limits of Liability</u>		<u>Retroactive Date</u>
	Each Legal Defense Proceeding	\$5,000	01.01.2018
	Aggregate for all Legal Defense Proceedings	\$25,000	
Defense Costs	Defense Expenses erode the limits of liability		
Premium	\$34,524.00		
	Premium is due and payable no later than forty five (45) days after the date of binding. Failure to pay the premium in full may result in cancellation of coverage.		
Minimum Earned Premium	25% of Policy Premium shown above		
Terrorism Risk Insurance Act (TRIA)	<p>— This policy provides coverage for acts of terrorism as defined in the Terrorism Risk Insurance Act in accordance with all of the terms and conditions of this policy (including all endorsements attached thereto).</p> <p>The premium attributable to this coverage is _____.</p>		

X This policy specifically excludes coverage for acts of terrorism in accordance with all of the terms and conditions of this policy (including all endorsements attached thereto).

Policy Endorsements

HPE-00006-07-08 Medical Expenses for Bodily Injury
HPE-00054-02-13 Delete Punitive Damages
HPE-00064-07-11 Notice of Cancellation to Scheduled Party
State of WV Purchasing Division of Veterans Affairs
2019 Washington Steet East, Charleston, WV 25305-0130
HPE-00083-01-15 Exclusion of Certified Acts of Terrorism and Certain Other Acts of Terrorism
HPE-30030-01-14 Additional Insured - Insuring Agreement (A) Only
State of West Virginia Purhcasing Division of Veterans Affairs
HPE-30031-01-14 Additional Insured - Insuring Agreement (B) Only
State of West Virginia Purhcasing Division of Veterans Affairs
HPE-30032-10-08 Specific Covered Operations/Services
Therapy Services
HPE-30051-03-13 Legal/Media Expense Reimbursement Coverage
HPE-30056-02-10 Additional Named Insured
Odyssey Rehabilitation
HPE-30101-11-12 Defense Within the Limits
HPE-30105-07-13 Correctional Facility Medical Services Exclusion
HPE-30114-06-14 Evacuation Expense Reimbursement Coverage
HPE-00098B-0717 Sexual Misconduct Physical Abuse Insuring Agreement - \$100k/\$300k
HPE-30065-07-17 HIPAA Proceeding Reimbursement Coverage - \$25k

Insurance Company

Homeland Insurance Company of New York
This is a Surplus Lines Policy. Compliance with surplus lines requirements and the collection and payment of surplus lines taxes are the responsibility of the broker, who must be surplus lines licensed.

Policy Form

HPF-30003-03-13
Medical Facilities and Providers Professional Liability and General Liability Policy

Binder Expiration Date

03.02.2018

Conditions

This binder is subject to OneBeacon Healthcare Group's receipt, review and acceptance of the outstanding conditions noted below prior to binding. The underwriter may elect at its discretion to accept an order to bind subject to receipt of such outstanding conditions within a specified timeframe.

- 5 years currently valued loss runs.
- Completed surplus lines certificate

**Extended Reporting
Period (ERP)**

ERP Option(s) are as follows:
• 12 months at 125% of Full Annual Premium

Commission

20.00%

It is the general practice of OneBeacon Healthcare Group to show the following commission related legend (with an "X" in the appropriate space) on our quote and binder letters.

Gross Premium

The Underwriter will pay a percentage of the premium shown above as brokerage commission. The Underwriter does not pay contingent or deferred commissions. Consult your broker for information concerning commission.

Net Premium

The premium shown above is net, and the Underwriter will pay no brokerage commission of any kind thereon.

General

The coverage descriptions contained in this binder are for summary purposes only. Please read the policy for complete coverage information.

Underwriter Contact

Sarah A. Logue
781.332.7547 t
SLogue@OneBeacon.com

Thank you again for this opportunity. You may also visit onebeaconhc.com to obtain further information regarding OneBeacon Healthcare Group's specific product offerings, client services and other company information.

Please remember that Sarah A. Logue welcomes your call and the opportunity to assist you.

West Virginia Board of Occupational Therapy
certifies that

BRIAN JOHN WITHERELL

licensed as Qualified Occupational Therapy Assistant as
required by State Law.

Secretary Martin Taylor, MS, OT RL



certificate

12-31-19 (nineteen)
Expires

The West Virginia Board of Occupational Therapy
certifies that

ERIC RICHARDS

is Licensed as Qualified Occupational Therapy Assistant as
defined by State Law.

Secretary

Martin J. Hayes MS, OTR

██████████
Certificate

12-31-18 (eighteen)
Expires

The West Virginia Board of Occupational Therapy
certifies that

MICHAEL PAUL PRETEROTI

is Licensed as Qualified Occupational Therapy Assistant as
defined by State Law.

Secretary

Martin Taylor, MS, OT, RL

#


Certificate

12-31-18 (eighteen)

Expires

**West Virginia
Board of Physical Therapy
BIENNIAL LICENSE**

This certifies that the below person is issued this certificate of registration, to practice the profession specified heron, in the State of West Virginia.

Bobbi J Ridenour

Physical Therapist



License No. [REDACTED]

Ronnie Ramsey


Executive Secretary

2018
EXPIRES 12-31-2018

Authentication Num.: PM9C3BE3U5 - Verify online at www.wvbapt.com
This certificate must be displayed in a conspicuous place

Duplicate form fee is \$5.00

West Virginia
Board of Physical Therapy
created 1943



Nicole R McCutchan
is Licensed as a Physical Therapist
Assistant
License No. [REDACTED]

Nonnie Ramsey
Executive Secretary

2019
EXPIRES 12-31-2019
Auth #: 7796Q882PW


KEEP INSTRUCTIONS

- A. Wallet Card
- B. Biennial License - to be posted at place of employment
- C. Renew online beginning Oct. 1st/yr.
<http://www.wvbopt.com>
 - 1. User Name = first letter of first name w/last name; e.g. Tbaker
 - 2. Password = last four digits of SS#
- D. Renewal fee = \$80.00
Lapsed fee = \$170.00 for licenses renewed after midnight Dec. 31st/yr.
Online Svc. Fee = additional \$3.00

West Virginia
Board of Physical Therapy
BIENNIAL LICENSE

This certifies that the below person is issued this certificate of registration, to practice the profession specified herein in the State of West Virginia.

Nicole R McCutchan
Physical Therapist Assistant
License No. [REDACTED]



Nonnie Ramsey
Executive Secretary

2019
EXPIRES 12-31-2019

Authentication Num.: 7796Q882PW - Verify online at www.wvbopt.com
This certificate must be displayed in a conspicuous place.

IMPORTANT - PLEASE READ

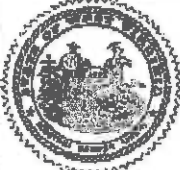
1. **Continuing Education** - You are required to obtain 24 contact hrs. of WV Board approved CE within the 2 year licensing period if your WV License is Active for all or part of any year. Random audits take place each year.
2. **Changes in Name / Residence Address / Employer Info** - Download "Change Notification Form" from website: www.wvbopt.com and forward it to the Office.
3. **Name Changes** - 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.
7. The online License Renewal portal is for use by **Active Licensees** remaining Active or for Active Licensees requesting Inactive Status. 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.

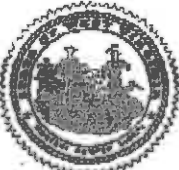
WV Board of Physical Therapy
101 Dee Drive
Charleston, WV 25311

Website: www.wvbopt.com
Telephone: (304) 558-0367

Email: wvbopt@wv.gov
Fax: (304) 558-0369

Duplicate form fee is \$5.00

 <p>West Virginia Board of Physical Therapy certifies that Joanna G Devericks is Licensed as a Physical Therapist Assistant License No. [REDACTED] <i>Ronnie Ramsey</i> Executive Secretary</p> <p>2018 EXPIRES 12-31-2018 Auth #: IKKRF85389B</p>	<p>KEEP INSTRUCTIONS</p> <p>A. Wallet Card B. Biennial License - to be posted at place of employment C. Renew online beginning Oct. 1st/yr. http://www.wvbopt.com 1. User Name - first letter of first name w/last name; e.g. Tbaker 2. Password = last four digits of SS# D. Renewal fee = \$80.00 Lapsed fee = \$170.00 for licenses renewed after midnight Dec. 31st/yr. Online Svc. Fee = additional \$3.00</p>
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<p>West Virginia Board of Physical Therapy BIENNIAL LICENSE</p> <p>This certifies that the below person is issued this certificate of registration, to practice the profession specified heron, in the State of West Virginia.</p> <p style="text-align: center;">Joanna G Devericks Physical Therapist Assistant</p> <p>License No. [REDACTED]</p> <p style="text-align: right;"><i>Ronnie Ramsey</i> Executive Secretary</p> <p style="text-align: center;">Authentication Num.: IKKRF85389B - Verify online at www.wvbopt.com This certificate must be displayed in a conspicuous place</p>	
 <p>2018 EXPIRES 12-31-2018</p>	

IMPORTANT - PLEASE READ

1. **Continuing Education** - You are required to obtain 24 contact hrs. of WV Board approved CE within the 2 year period if your WV License is Active for all or part of any year. Random audits take place each year.
2. **Changes in Name / Residence Address / Employer Info** - Download "Change Notification Form" from website: www.wvbopt.com and forward it to the Office.
3. **Name Changes** - 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.
7. The online License Renewal portal is for use by **Active Licensees** remaining Active or for Active Licensees requesting Inactive Status. 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.

Duplicate form fee is \$5.00

West Virginia
Board of Physical Therapy
certifies that

Amy N Dumont
is Licensed as a Physical Therapist Assistant
License No. [REDACTED]

Ronnie Ramsey
Executive Secretary

2019
Expires 12-31-2019
Active 01/01/2019

KEEP INSTRUCTIONS

A. Wallet Card
B. Biennial License - to be posted at place of employment
C. Renew online beginning Oct. 1st/yr.
<http://www.wvbopt.com>
1. User Name = first letter of first name w/last name; e.g. Tbaker
2. Password = last four digits of SS#
D. Renewal fee = \$80.00
Lapsed fee = \$170.00 for licenses renewed after midnight Dec. 31st/yr.
Online Svc. Fee = additional \$3.00

This certifies that the bearer person is issued this certificate of registration, to practice the profession specified herein, in the State of West Virginia.

Amy N Dumont

Physical Therapist Assistant



License No. [REDACTED]

Ronnie Ramsey

Executive Secretary

EXPTS 12-31-2019

Authorization Num.: 01V8EQSD1R - Verify online at www.wvbopt.com
This certificate must be displayed in a conspicuous place

IMPORTANT - PLEASE READ

- 1. Continuing Education** - You are required to obtain 24 contact hrs. of WV Board approved CE within the 2 year period if your WV License is Active for all or part of any year. Random audits take place each year.
- 2. Changes in Name / Residence Address / Employer Info** - Download "Change Notification Form" from website: www.wvbopt.com and forward it to the Office.
- 3. Name Changes** - 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.
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*West Virginia Board of Examiners for
Speech-Language Pathology and Audiology
Hereby Certifies that*

Amanda Lynn McClelland

Is Granted a Provisional License in

Speech-Language Pathology

For the period stated in order to fulfill the requirements of the
Postgraduate Professional Experience

License: [REDACTED] Issued: 12/25/2017 Expires: 12/25/2018


Executive Director

AMERICAN SPEECH-LANGUAGE HEARING ASSOCIATION
 2200 Research Boulevard
 Rockville, MD 20850-4501
 Building the future of communication

Christina M Lopez

Affiliation Status: **Member**
 Certification Status: **CCC-SLP**
 SIGs:

Account Number: [REDACTED] Valid Through: **12/31/2017**

Robert A. Robertson
 Chief Executive Officer

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

Has met the requirements of the provisions
 of Chapter 29C9 of the West Virginia Code

License Number: [REDACTED] Issued: **2/31/2018**

Administrative Manager

