



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

Request for Quotation

RFQ NUMBER
VNF09C001

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
**JOHN ABBOTT
 304-558-2544**

RECEIVED

*709053758 304-472-7782
 MITCHELL CLYDE P MD
~~PO BOX 309~~
17 Red Knobs Road
 BUCKHANNON WV 26201

SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
06/19/2008				

BID OPENING DATE: **07/16/2008** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		948-74		
PROFESSIONAL MEDICAL SERVICES OPEN-END CONTRACT TO PROVIDE PROFESSIONAL SERVICES OF MEDICAL DIRECTOR/ATTENDING PHYSICIAN FOR THE WEST VIRGINIA VETERANS NURSING FACILITY, CLARKSBURG, WV, PER THE SPECIFICATIONS. FACILITY TOURS ARE AVAILABLE UNTIL JULY 11, 2008, BY CONTACTING SUSAN KRAFT OR KATHY HESS AT 304-626-1600, TO SCHEDULE AN APPOINTMENT. EXHIBIT 3 LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE. UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT. RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL						

RECEIVED
 2008 JUL -2 A 9:38
 PURCHASING DIVISION
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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

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

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
14. **HIPAA Business Associate Addendum** - The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications.

SIGNED BID TO:

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



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<p>WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p>						

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<p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 04/11/2001</p> <p>VENDOR PREFERENCE CERTIFICATE</p> <p>CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS).</p> <p>A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p><input checked="" type="checkbox"/> 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</p> <p><input type="checkbox"/> BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD-QUARTERS 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 VENDO</p>						

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<p>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) RESCIND THE CONTRACT OR PURCHASE ORDER ISSUED; 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.</p> <p>BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND 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.</p> <p>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.</p> <p>BIDDER: <u>Clyde P Mitchell MD</u></p> <p>DATE: <u>6-20-08</u></p> <p>SIGNED: <u><i>Clyde P Mitchell MD</i></u></p>						

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<p>TITLE: ----- <i>owner/self</i> -----</p> <p>* CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S) IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU ARE ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMUM 5% PREFERENCE FOR BOTH "A" AND "B". (REV. 12/00)</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: JOHN ABBOTT-----</p> <p>RFQ. NO.: VNF09C001-----</p> <p>BID OPENING DATE: 7/16/08-----</p> <p>BID OPENING TIME: 1:30 PM-----</p>						

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PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: ----- <i>304 472 7682</i> ----- CONTACT PERSON (PLEASE PRINT CLEARLY): ----- <i>Clyde P Mitchell MD</i> ----- ***** THIS IS THE END OF RFQ VNF09C001 ***** TOTAL: _____						

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Specifications

Medical Director/Attending Physician

The Acquisition and Contract Administration Section of the Purchasing Division, hereinafter referred to as "State" is soliciting quotations for the West Virginia Veterans Nursing Facility hereinafter referred to as "Agency" to provide the services of "Medical Director/Attending Physician".

Purpose

The purpose of this Request for Quotation (RFQ) is to provide Medical Director/Attending Physician Services to the WV Veterans Nursing Facility.

The WV Veterans Nursing Facility is located at One Freedoms Way, Clarksburg, WV 26301. The WV Veterans Nursing Facility is a 120 bed nursing facility for Veterans, with the potential of 20 beds for Special Needs Veterans.

Vendor Responsibilities

The number of hours worked at the facility will be 360 hours per year or determined by the census and acuity of the residents and may vary based on the facility need and approval of Executive Director.

Medical Director:

The Medical Director will assist in developing and disseminating written information that clarifies what is expected of the attending physicians; for example, medical rules and regulations, practice agreements, policies and procedures, and related documents.

The Medical Director will assist in developing and disseminating policies and procedures related to effective patient care and regulatory compliance; for example, what constitutes a timely patient visit, what is expected from the physician when residents/patients have significant condition changes, expectations for backup coverage, and pertinent physician activities during resident/patient visits.

To attend facility meetings such as, but not limited to: Resident Care Planning Meetings, Quality Assurance Meetings and other meetings requested by the Administrator and/or Director of Nursing.

The Medical Director will assist the facility educate and inform the staff and practitioners about medical conditions and geriatrics practices and will help incorporate such information into clinical policies and procedures.

The Medical Director will assist developing and implementing a program to evaluate the care and performance of physicians and other licensed healthcare practitioners (for example, nurse practitioners) whom the Medical Director oversees.

The Medical Director will assess and compare practitioner performance to expectations, give appropriate feedback, and take corrective actions, as needed.

The Medical Director may intervene directly in the care of other physicians' patients in appropriate circumstances.

The Medical Director will provide clinical guidance and oversight regarding standards of practice for quality of resident/patient care and for quality of life.

The Medical Director will assist the facility review and tailor its approaches to managing various clinical conditions and problems (for example, diabetes, heart failure, falling, and delirium) to be consistent with pertinent protocols, studies, and guidelines in the geriatrics, gerontologic, medical, and other literature.

The Medical Director will assist the staff and management, evaluate the care of individual residents/patients and act on quality of care concerns.

The Medical Director will advise the facility about clinical risk management concerns such as adverse drug reactions, medication errors, falls, and resident/patient and staff safety.

The Medical Director will assist in reviewing accidents and incidents, and help identify

and address trends, patterns, and causes.

The Medical Director will advise the facility on employee health and infection control issues, including input into specific infection control policies and practices.

The Medical Director will assist in identifying and addressing underlying causes of clinical problems and deficiencies on licensure survey, including (but not limited to) those involving physician practice and compliance.

The Medical Director will intervene with practitioners, when necessary, to address practices or situations that may present an identifiable risk to a resident/patient's life, health, or safety; for example, failure of a physician to respond appropriately to notification of a significant acute change of condition, dangerously abnormal lab test results, or a serious adverse drug reaction.

The Medical Director will function as a liaison between attending physicians and facility staff to address areas of concern identified by either party.

The Medical Director will meet with the Director of Nursing (DON) and Administrator to discuss issues of mutual interest and concern weekly.

During facility surveys (state, federal, accreditation, etc.), the Medical Director will be available to consult with the facility, and will help respond to surveyor questions about medical care and physician issues.

The facility shall seek the Medical Director's input regarding the provision of geriatrics and medical care, whether related services are provided by physicians or by those of other disciplines.

The Administrator will ensure that the facility has a mechanism for the Medical Director and other staff to communicate and respond appropriately to questions and concerns about the content and pertinence of policies and procedures.

After appropriate review, the Medical Director will indicate approval of resident/patient policies; for example, by signing, dating, or timing, as needed, a cover sheet for an entire topical or departmental manual.

The Medical Director will collaborate with the administrator to ensure that all residents/patients have designated attending physician coverage and that there is adequate backup coverage, including availability of emergency care or during physician absence.

The Medical Director will collaborate with the administrator and DNS to identify medical care and services that the residents/patients require.

As an Attending Physician the Medical Director shall be the primary physician responsible for providing medical services and coordinating the healthcare of at least 5% of the facility residents.

The Medical Director shall provide Medicare numbers, Medicaid numbers, numbers, Upin numbers, DEA number and current WV Physicians License.

The Medical Director is responsible for notifying the agency of any Health Care Provider whose credentials at any time are not in compliance.

The Medical Director will not be considered if debarred or suspended. Medical Director must certify that no entity, agency, or person associated with the Medical Director is currently debarred or suspended by any State or Federal Government. Medical Director must provide disclosure of any debarment or suspension that occurred prior to entering into this contract or that occurs during the course of the contract.

As the Attending Physician he/she will be responsible for the following areas:

- Accepting responsibility for initial and subsequent resident care.
- Supporting discharges and transfers.
- Making monthly, per rules & regulations that govern Nursing Facilities, resident visits in the facility.
- Providing appropriate resident care, per rules & regulations that govern Nursing Facilities.
- Providing appropriate, timely medical orders, per rules & regulations that govern Nursing Facilities.
- Providing appropriate, timely, and pertinent documentation, per rules & regulations that govern Nursing Facilities.
- Maintaining appropriate conduct and compliance.
- Ensure adequate alternative coverage

- Assume responsibility for the billing of all services provided to residents of the WV Veterans Nursing Facility via Medicaid, Medicare, Private insurance, and hold the facility harmless in cases of non-collection.
- The attending physician will evaluate each resident/patient's progress and responses to treatment and will help assess the pertinence of continuing current interventions.

The Physician will be required to acknowledge these expectations and sign that they agree to abide by them, as a basis for practicing in the facility.

Credentialing

The Medical Director will develop and/or maintain a process for reviewing Physician, Physician Assistant, Nurse Practitioner, and other healthcare practitioner credentials.

Credentials refer to basic professional information regarding background, education, training, experience, licensure, insurance, unacceptable outcomes, liability, loss of status on a medical staff, etc.

The Medical Director shall advise the facility about employee health and safety issues.

The Medical Director shall assist develop employee health policies

The Medical Director will advise the facility about employee health issues, including safety, immunization, and the risk of infection exposure and transmission.

Examples of such involvement may include:

- Assisting in the identification of the scope and contents of a pre-employment medical questionnaire.
- Reviewing and assisting the facility identify the physical and emotional demands of a particular position or job category.
- Assisting in the interpretation of the significance of any health problems or physical limitations in relation to job responsibilities.
 - Interpreting and discussing findings related to employee health problems.
 - Assisting in making appropriate referrals for follow-up of employee illnesses and injuries.
 - Evaluating for possible return to work after illness or injury.
 - Conferring with an employee's personal physician.

Medical Director's Required Experience/Qualifications:

- Medical Director must have a minimum of five (5) years of medical services.

Attending Physician practicing in the facility he/she shall:

- a) Be currently licensed and in good standing in the state.
- b) Have background and training in Geriatric medicine.
- c) Agree to abide by the facility's policies and procedures.
- d) Be covered by adequate professional liability insurance.
- e) A copy of his/her current medical license.
- f) A copy of his/her current malpractice insurance coverage.
- g) Documentation of education and training.
- h) Any other credentials or documentation required by the facility for purposes of its licensure, accreditation, or legal or regulatory compliance.
- i) Attending Physician will be responsible to bill residents insurance.

Special Terms and Conditions:**Continuity of Services**

Any contract resulting from this RFQ is intended to provide continuity of Medical Director level services and the management thereof on a continual basis. In the event of termination of this contract by the vendor, Medical Director/Attending Physician must assume the continuity of Health care services at a level consistent with the terms of the contract for a period not to exceed twelve (12) months from the notice of termination or until such time as the agency can provide an alternative provider.

Insurance Requirements

The Medical Director/Attending Physician, as an independent contractor, is solely liable for the acts and omissions of its employees and agents. The Medical Director/Attending Physician shall maintain and furnish proof of coverage of liability insurance for loss, damage, or injury (including death) of third parties arising from acts and omissions on the part of the Medical Director/Attending Physician, its agents and employees in the following amounts:

For Bodily Injury (including death): Minimum Amount of \$1,000,000.00 per Occurrence.

For property damage and professional liability: Minimum amount of \$1,000,000.00 per Occurrence.

Medical Director/Attending Physician must have no successful claims against their professional liability insurance within the last two (2) years.

Compliance with Law and Regulations

The vendor shall pay any sales, use, and personal property taxes arising out of this contract and the transactions contemplated thereby. Any other taxes levied upon this contract, the transaction, or the equipment, or services delivered pursuant hereto shall be borne by the vendor. The vendor must be governed by the laws of the State of West Virginia. The vendor shall comply with all related federal and state laws and regulations. The vendor shall comply with all applicable laws, rules, and regulations including, but not limited to those relating to nursing home/hospital licensure, State and Federal labor laws and laws, rules, and policies related to the Department of Health and Human Resources.

Invoices and Payments

The vendor shall submit monthly invoices, in arrears, to the Business Office at the WV Veterans Nursing Facility for all services provided pursuant to the terms of the contract. For tracking purposes only, the Medical Director will fill in a monthly spreadsheet to complete hours worked. These spreadsheets are collected monthly by the Business Office. The Agency reserves the right to reject any or all invoices for which proper documentation has not been provided. The vendor will be notified within ten (10) working days of any invoice deficiencies.

State law forbids payment of invoices prior to receipt of services.

Medical Director Provider service Billing Revenue is income-related to Vendor billing Insurance and patients for the provider services. The Billing is the Vendor's responsibility, and there is no additional monies due from the State related to the Healthcare provider service billing revenue.

Monthly "Not to Exceed" Fee for Medical Director/Attending Physician is:	<u>\$ 2075⁰⁰</u> Amount
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STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate

DEFINITIONS:

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

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

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

LICENSING: Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

CONFIDENTIALITY: The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendors should visit www.state.wv.us/admin/purchase/privacy for the Notice of Agency Confidentiality Policies.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), it is hereby certified that the vendor acknowledges the information in this said affidavit and are in compliance with the requirements as stated.

Vendor's Name: Clyde P Mitchell MD
Authorized Signature: Clyde P Mitchell Date: 6-30-08