



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

## Header 11

[List View](#)**General Information** | [Contact](#) | [Default Values](#) | [Discount](#) | [Document Information](#) | [Clarification Request](#)**Procurement Folder:** 871624**Procurement Type:** Central Master Agreement**Vendor ID:** VS0000037921 **Legal Name:** Theoria Medical, PLLC**Alias/DBA:****Total Bid:** \$0.00**Response Date:** 04/30/2021 **Response Time:** 17:09**Responded By User ID:** kevinpezeshkian **First Name:** Kevin**Last Name:** Pezeshkian**Email:** kevin@theoriamedical.cc**Phone:** 810-623-6362**SO Doc Code:** CRFQ**SO Dept:** 0618**SO Doc ID:** BVH2100000005**Published Date:** 4/26/21**Close Date:** 5/4/21**Close Time:** 13:30**Status:** Closed**Solicitation Description:** Addendum No. 1 Medical Director & Attending Physician  **Total of Header Attachments:** 11**Total of All Attachments:** 11



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

**State of West Virginia  
 Solicitation Response**

**Proc Folder:** 871624  
**Solicitation Description:** Addendum No. 1 Medical Director & Attending Physician  
**Proc Type:** Central Master Agreement

Solicitation Closes	Solicitation Response	Version
2021-05-04 13:30	SR 0618 ESR04252100000007274	1

**VENDOR**  
 VS0000037921  
 Theoria Medical, PLLC

**Solicitation Number:** CRFQ 0618 BVH2100000005  
**Total Bid:** 0  
**Response Date:** 2021-04-30  
**Response Time:** 17:09:38  
**Comments:**

**FOR INFORMATION CONTACT THE BUYER**  
 David H Pauline  
 304-558-0067  
 david.h.pauline@wv.gov

**Vendor Signature X** **FEIN#** **DATE**

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Medical Director	0.00000	HOUR	360.000000	0.00

Comm Code	Manufacturer	Specification	Model #
85121502			

**Commodity Line Comments:** \$360/hour x 100 estimated hours = \$36,000/year

**Extended Description:**

Medical Director

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Attending Physician/Collaborating Practitioner	0.00000	HOUR	72.000000	0.00

Comm Code	Manufacturer	Specification	Model #
85121500			

**Commodity Line Comments:** \$72/hr x 1,000 estimated hours = \$72,000/year

**Extended Description:**

Attending Physician/Collaborating Practitioner

# THEORIA

## MEDICAL

Kevin Pezeshkian  
Chief Operating Officer  
Theoria Medical, PLLC  
41850 W. 11 Mile Rd. Suite 202  
Novi, Michigan, 48375  
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Email: kevin@theoriamedical.com

David H Pauline, Buyer  
State of West Virginia Department of Administration  
Purchasing Division  
2019 Washington St E  
Charleston, West Virginia, 25305  
Telephone: 304-558-0067  
Email: david.h.pauline@wv.gov

RE: CRFQ 0618 BVH2100000005 Medical Director and Attending Physician Services for the West Virginia Veteran's Home

Dear Mr. Pauline:

I write to outline Theoria Medical's experience in managing nursing home residents. Theoria has over three years of experience practicing medicine in the post-acute care setting. It started with my CEO Dr. Justin Di Rezze, who started as a hospitalist physician after his residency and shortly thereafter identified a significant need for improvements in care for nursing home residents. He truly found a passion for post-acute care that resonates throughout Theoria.

From a physician staffing perspective, our medical directors are either internal medicine physicians or family medicine physicians with healthy experience in practice. All of Theoria's medical staff undergo comprehensive training prior to starting at their facility. Physicians undergo extensive medical director training, and advanced practice practitioners undergo training with their regional clinical leadership team.

Since the inception of Theoria Medical, we have significantly expanded throughout the State of Michigan and now the Midwest and East Coast. We have successfully demonstrated positive

results for our patients. As a result, we have gathered a great deal of support from the nursing homes in the communities in which we serve. We continue our expansion and furtherance of our mission and vision for excellent medical care for nursing home residents.

With the facilities that we manage, we significantly reduced readmissions, completed medication deprescribing initiatives, improved collaboration between psychiatry and internal medicine, designed novel psychiatry programs, improved medication reconciliation processes, improved fall assessment protocols, designed addiction treatment programs, amongst much more.

To illustrate our success, I presented a case study at the Society for Post-Acute and Long-Term Care Medicine last month in which we managed a COVID unit facility in Detroit where we freed up hospital beds from a local hospital at the climax of the COVID pandemic. We managed the COVID patients at the nursing home with a 5.4% mortality rate, 91.48% recovery rate, and a 9.8% 2020 readmission rate (N=352).

Furthermore, we work with nursing home chains such as Trilogy Healthcare, Samaritas, Southern Healthcare Management, Atrium Living Centers, Ciena Healthcare, Laurel Healthcare Company, Prestige Healthcare, Embassy Healthcare, and others. These groups collectively manage over 400 nursing homes in multiple states. Additionally, we were recently awarded an RFP for medical services for Michigan Veteran's Home at Chesterfield and the New Hampshire Veterans' Home. With this experience and success, we are confident in the service we offer to you and your residents.

We provide the following references and contacts to the State. Please feel free to contact the below individuals to inquire about their experience with our services.

Ciena Healthcare and Laurel Health Care Company

Lisa Anetrini RN, BSN, MS, NHA  
Vice President of Clinical Operations  
4000 Town Center Suite 2000  
Southfield, MI 48075  
Office: 248-262-2365  
Cell: 248-766-3457  
Fax: 248-263-2565  
Email: [lanetrini@cienahmi.com](mailto:lanetrini@cienahmi.com)

Atrium Living Centers

Anthony Abela  
Regional Director of Operations  
2780 Airport Road, Suite 400  
Columbus, Ohio 43219  
Cell: 828-577-8600  
Email: [abelaa@atriumlivingcenters.com](mailto:abelaa@atriumlivingcenters.com)

Erin Carter, RN  
Director of Nursing  
Regency at Grand Blanc  
1330 Grand Pointe Ct  
Grand Blanc, MI 48439  
Cell: 810-344-3502  
Email: [grandblanc\\_don@cienafacilities.com](mailto:grandblanc_don@cienafacilities.com)

Kim Thompson, MBA NHA  
Chief Operating Officer – Senior Living  
Samaritas  
8131 East Jefferson  
Detroit, MI 48214  
Cell: 313-530-7340  
Email: [KThom2@samaritas.org](mailto:KThom2@samaritas.org)

Thank you, and please let me know if you have any questions or need additional clarification or information.

Respectfully,

A handwritten signature in black ink, appearing to read 'Kevin Pezeshkian', with a stylized flourish extending to the right.

Kevin Pezeshkian  
Chief Operating Officer  
Theoria Medical, PLLC



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

State of West Virginia  
 Centralized Request for Quote

<b>Proc Folder:</b> 871624			<b>Reason for Modification:</b>
<b>Doc Description:</b> Medical Director and Attending Physician Services			
<b>Proc Type:</b> Central Master Agreement			
<b>Date Issued</b>	<b>Solicitation Closes</b>	<b>Solicitation No</b>	<b>Version</b>
2021-04-16	2021-05-04 13:30	CRFQ 0618 BVH2100000005	1

**BID RECEIVING LOCATION**


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

**VENDOR**

**Vendor Customer Code:** VS0000037921  
**Vendor Name :** Theoria Medical, PLLC  
**Address :** 41850 W 11 Mile Rd Ste 202  
**Street :** W 11 Mile Rd  
**City :** Novi  
**State :** Michigan **Country :** USA **Zip :** 48375  
**Principal Contact :** Kevin Pezeshkian  
**Vendor Contact Phone:** 810-623-6362 **Extension:**

**FOR INFORMATION CONTACT THE BUYER**

David H Pauline  
 304-558-0067  
 david.h.pauline@wv.gov

**Vendor Signature X**  **FEIN#** 83-0826814 **DATE** 4/30/21

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



**ADDITIONAL INFORMATION**

The West Virginia Purchasing Division is soliciting bids on behalf of The West Virginia Veteran's Home (WVH) located at 512 Water St., Barboursville, WV for the services of an Attending Physician/Medical Director for the WVH, per the attached documentation.

INVOICE TO		SHIP TO	
WEST VIRGINIA VETERANS HOME 512 WATER ST BARBOURSVILLE WV US		WEST VIRGINIA VETERANS HOME 512 WATER ST BARBOURSVILLE WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Medical Director	0.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
85121502			

**Extended Description:**

Medical Director

INVOICE TO		SHIP TO	
WEST VIRGINIA VETERANS HOME 512 WATER ST BARBOURSVILLE WV US		WEST VIRGINIA VETERANS HOME 512 WATER ST BARBOURSVILLE WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Attending Physician/Collaborating Practitioner	0.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
85121500			

**Extended Description:**

Attending Physician/Collaborating Practitioner

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	Technical Questions due by 2:00 pm	2021-04-21

	Document Phase	Document Description	Page
BVH2100000005	Final	Medical Director and Attending Physician Services	3

**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

# THEORIA

## MEDICAL

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2019 Washington St E  
Charleston, West Virginia, 25305  
Telephone: 304-558-0067  
Email: david.h.pauline@wv.gov

RE: CRFQ 0618 BVH2100000005 Medical Director and Attending Physician Services for the West Virginia Veteran's Home

Dear Mr. Pauline:

This document is in response to section 4 in the RFP for Medical Director and Attending Physician Services for WVH. This provides an outline of our model of care, which exceeds the minimum requirements set forth in this RFP in section 4.

### *Physician Services*

In order to demonstrate the capacity to perform the scope of services in section 4, Theoria categorizes physician services in the following manner:

1. Acute Illness Visits
2. Initial Patient Care/Care Transitions
3. Discharges and Transfers
4. Appropriate Care for Residents
5. Appropriate, Timely Medical Orders and Documentation

## 6. Relationship with Residents and Families

Medical directorship and attending physician services are provided in accordance with all the requirements of this RFP and state and federal laws. The medical director will be heavily involved in QAPI meetings and with all quality and process improvement efforts. The medical director will be available to discuss any and all issues relating to medical care delivered at the facility; the medical director will employ strategies to continuously promote improvement of the facility's care delivery operations. In Theoria's care model, the medical director serves as the primary attending physician for facility residents; this way, the medical director is engaged and has firsthand insight with respect to the care delivered and has a more effective approach from the medical directorship perspective.

Theoria has many initiatives from a medical director and physician extender perspective. Theoria promotes medication reduction/optimization and gradual dose reductions for all patients along with stewardship programs such as anticoagulation and antibiotics. There is a culture of clinical quality improvement and facility process improvement that Theoria instills with the facility.

Physician extender services will be provided with a nurse practitioner or physician assistant rounding on-site 5 days per week at a minimum. This provider will manage the day-to-day clinical operations of the facility, perform routine visits, perform acute visits, coordinate care with other professionals, and conduct all of the requirements of physician services as defined in this RFP and standard medical practice.

### Acute Illness Visits

Theoria Medical has a comprehensive understanding of the nursing home resident population; Theoria's core patient population is the clinically complex nursing home resident with multiple chronic comorbidities. Theoria's care program is characterized by robust medical management, significant engagement and presence in the facility, and immediate 24/7 availability. This professional acumen, paired with Theoria's infrastructure, allows the medical staff to identify, assess, and manage acute situations at any given time.

With a plethora of experience and training in geriatrics and nursing home clinical practice, Theoria providers are in an exceptional position to manage acute patients at WVH. Theoria's care model includes a minimum of 5 days per week in-person coverage by a physician extender Monday-Friday, along with 2-4 days per week in-person coverage by a physician depending on the timing of regulatory visits, new admissions, and needs by the physician extender. If the acuity of the resident population merits weekend coverage to establish a 7 day per week in-person presence, Theoria will provide this.

With a 5-7 day per week in-person medical staff coverage at the facility, Theoria is able to address acute issues promptly in close collaboration with the nursing team when the providers are on-site. The medical staff will promptly address all acute issues that is notified by nursing and the providers will be vigilant in closely monitoring high-risk residents. When the team is off-site, the nursing staff will still have a team of providers that are available immediately to address any

acute issues via secure messaging through PointClickCare, phone calls, or telemedicine video visits.

It is important to note that Theoria's program allows for immediate resident to provider video visits facilitated by nursing 24/7/365 for any and all issues. Hence, emergencies will be managed immediately, and issues will be addressed as appropriate at the facility rather than at a hospital setting unless a transfer is deemed unavoidable by the provider. Instances will be communicated to families and nurses accordingly. Moreover, Theoria's program emphasizes treatment in place rather than a transfer to an acute care setting, and a key metric to measure success of the program is the readmission rate of the facility. Fundamentally, Theoria's program reduces risk of hospitalization, promotes appropriate treatment in place, and treats consistent with the patient and family goals and wishes of care. Residents are closely monitored in conjunction with nursing, and any and all issues are immediately addressed.

When performing any visit, providers will properly document, in a timely fashion, symptoms and problems, clarify and verify diagnoses, relate diagnoses to patient problems, and help establish a realistic prognosis and care goals in coordination with resident families and nurses. The documentation provided in H&Ps and progress notes will be prepared in accordance with relevant clinical and regulatory guidelines and subsequently signed, dated, and electronically transmitted to the WVVH EMR system. Additionally, the providers and Theoria administrative team schedule follow up visits as appropriate to ensure proper care and management; for example, if a provider adjusts a blood pressure medication for a hypertensive episode, he or she will schedule a follow up to ensure appropriate blood pressure control and readjust medications, if appropriate.

A collaborative, cohesive physician-nurse relationship is critical to proper patient care and facility management. Theoria purposefully fosters this relationship with an emphasis on resident-centric care and notification of potential issues and issues. Particularly, it is crucial that nursing reports any symptoms or suspicion of a decline immediately to the medical team; identification of the clinical presentations that merit such coordination with the medical team are nursing skills that are integral in the appropriate care of the residents at WVVH and management of acute issues. As a result, Theoria emphasizes nursing staff training and views the same as the responsibility of the physician group to promote and facilitate nursing education as part of our program at the facility. Theoria educates on scenarios that warrant notification and builds that rapport with the nursing team; consequently, this approach allows for the immediate and appropriate management of acute issues for WVVH residents.

In summary, Theoria takes a systematic approach to managing acute patients. This approach includes the following:

- 1.) 24/7/365 immediate availability of a provider for any issue
- 2.) 5-7 day per week in-person coverage and assessment of acute issues
- 3.) Communication in-person, via secure messaging, via telephone, and via telehealth video visits
- 4.) Robust care coordination with resident families and nursing staff
- 5.) Risk stratification and subsequent monitoring and management

## 6.) Nursing staff education

### Initial Patient Care/Care Transitions

Theoria Medical recognizes the importance of a proper transition of care on admission, discharge, and transfer in ensuring residents are properly managed. Hence, Theoria has processes that are specific to the nursing home setting to facilitate a proper transition for a new resident admitted to the facility along with residents discharging and transferring; also, we understand that it is imperative that new admissions are evaluated in a timely fashion.

Theoria physicians strive to perform all new admission H&Ps within 24-48 hours of admission, if not the same day; physicians will adjust their schedules, within reason, accordingly, to accommodate same day assessments. At a bare minimum, all new admissions are seen within 48 hours, unless it falls on a Friday, in which case the latest would be within 72 hours. Theoria physicians strive to address code status with patient and family during the admission H&P as well if the patient consents to the conversation; Theoria believes this practice is critical in avoiding unnecessary hospitalizations and treatment. Notably, an internal performance metric is the % of ACP/H&P for the new admissions.

Finally, annual H&Ps are scheduled by Theoria's scheduling department to ensure compliance. I would like to outline part of Theoria's process for scheduling visits. Theoria medical employs full-time administrative staff to track resident visits and schedule patients for the medical staff. All residents will be scheduled for an annual physical by Theoria's scheduling team to ensure visits are completed. All schedules are audited to guarantee compliance.

When admissions occur late in the day or when a physician cannot make it same day, Theoria has processes to ensure residents are timely evaluated and on the appropriate course of care. If a physician cannot visit the resident same day for an H&P, and physician extender is next in the matrix where he or she will evaluate the resident if necessary, and the physician will perform the H&P the following day. If the admission occurs when the physician and physician extender are both finished with rounds that day, then the telemedicine team will address the new admission. That is, if there is a new admission at 7pm on a Wednesday, nursing will contact the telemedicine team to inform them of a new admission; the provider assigned to the facility that shift will perform a new admission review consisting of a medication reconciliation, a review of hospital discharge paperwork or other relevant admission paperwork and prior records, and ensure the resident is seen in-person the following day for an evaluation. This is immediate and ensures that the resident is on the proper medication regiment and particularly important for admissions on, for example, a late Friday afternoon.

Theoria providers will manage all residents pending transfer to another level of care or another medical team until responsibility is accepted; further, Theoria will provide an appropriate sign-out to the new team with all appropriate information to facilitate a proper transition of care. This includes discharge summaries with all relevant documentation for the new team to seamlessly assume care. Moreover, residents who are sent to the hospital and readmitted can present with a unique need for a proper transition back to the facility. Particularly, residents transferred to the

hospital are typically in unavoidable situations that require additional evaluation and workup that the facility team is not equipped to provide. Consequently, there may be adjustments and additions to medications and treatments and other relevant clinical changes that the Theoria medical team will consider upon performing the readmission H&P.

We believe that the model outlined above satisfies and exceeds the mandatory requirement in section 4.1.1 of medical assessments. Moreover, we feel that Theoria's protocol of performing an ACP visit on all admissions (with consent) satisfies requirement 4.1.1.3.1 of addressing and signing code status documentation.

### Discharges and Transfers

With the daily presence of a Theoria provider, appropriate management and coordination of discharges and transfers is seamless. Regardless of the care setting to which residents are discharged or transferred to, Theoria will ensure that the new medical team (if applicable) has the appropriate documentation and information available to manage the patient moving forward; a proper sign out will be performed when appropriate for acutely ill or unstable patients. All Theoria providers use electronic methods of documentation; therefore, the communication of relevant clinical documentation is straightforward to the appropriate sources.

For facility discharges, Theoria providers work closely with the social work team to coordinate an appropriate timeline for discharge in accordance with the patient and families wishes along from a rehabilitation/medical standpoint. Theoria understands the provider-social work relationship is integral to ensuring resident goals are met. Discharge summaries are completed on every resident who is discharged from the facility; the documentation is completed and submitted promptly, and the Theoria team ensures all necessary orders such as DME and discharge scripts are sent with the patient. Finally, controlled substance scripts are written as a 3 day supply, and residents are instructed to follow up with their primary care physician for refills and further management.

### Appropriate Care for Residents

The entire premise of the Theoria care model is to set a new standard of patient care management in the nursing home setting. With this in mind, Theoria provides comprehensive training and education on a consistent basis to all medical staff members to ensure understanding of all relevant medical principles and novel guidelines that may be established; this training is tailored for the long-term care setting and addresses key considerations for hospice care, palliative care, and comfort care. Theoria providers are intentional in their understanding of the complex contexts that residents and families have, and they will educate them with their care options and implications of such. Based on resident and family wishes, the team will adjust treatment plans. Finally, Theoria providers have a deep understanding of medical necessity and ensure that all of their orders and recommendations are in accordance with such.

The Theoria Medical staff will coordinate with WVH staff to facilitate the comprehensive assessment and care plan. Theoria staff will communicate all relevant items to nursing staff and provide documentation of such.

### Appropriate, Timely Medical Orders and Documentation

Theoria Medical recognizes the importance of timely order entry, documentation, and signature as it relates to facility operations and patient care. The medical team prefers electronic methods of order entry and signature such as direct order entry and signature in the EHR and the use of platforms such as CliniSign for PT/OT orders, for example. However, Theoria will adopt to the methods that the facility has available.

If electronic methods of order entry and signature are available, Theoria providers will utilize them in a timely fashion. If written methods of order entry are available, and when they are necessary (discharge scripts), Theoria providers will write them legibly with all the appropriate information associated with the medication orders. The providers' documentation clearly explains medical decision making rational associated with particular treatment orders.

Controlled substance orders are closely managed. Theoria ensures that residents do not go without their pain medication. The on-call telemedicine team is able to fill controlled substance scripts when the day team is not available in order to ensure proper pain management; the telemedicine team coordinates these medication refills with the day team to ensure proper follow up and management.

All orders and documentation will be completed in accordance with all other relevant areas of the requirements in this RFP. Items such as medication orders, pharmacy recommendations, PT/OT orders, home care orders, death certificates, competencies, code status forms, hospice orders, DME orders, etc. will all be addressed in a timely fashion and preferably electronically. There will be cohesive coordination with all relevant team members associated with orders such as nursing, dietary, and social work team members.

### Relationship with Members and Families

Theoria values the relationship between patients and families in all care settings, particularly for nursing home residents. Theoria providers promote the relationship between the medical team and the resident families; providers are available for discussions regarding care, and the team is proactive in reaching out to family members at admission, end of life, and with significant clinical status changes. As part of that relationship building with family members, Theoria notes particular items that family would like communicated such as any and every change in medications, or that medication changes do not need to be communicated.



### *24/7 Coverage and Telemedicine*

In order to demonstrate the capacity to perform the scope of services in section 4.1.1.5.1, Theoria provides telemedicine services to enable 24/7 immediate care and coverage.

The On-Call physician services requirement of this RFP will be provided via Theoria's telemedicine program. This program is significantly more comprehensive than a traditional on-call, and it will provide great value to the State and the home's residents.

The 24/7 availability of immediate on-call and telehealth support is as follows:

Telemedicine is an important tool in care delivery, and COVID-19 has underscored its utility as such; Theoria will provide the facility with telemedicine capabilities with the inclusion of a telemedicine cart and on-call staff. This cart includes the following features:

- Full HD Touchscreen Display
- 1080p PTZ Camera
- 12-lead ECG
- Wireless Exam Camera
- Wireless Otoscope
- Bluetooth Stethoscope
- Bluetooth Spirometry
- Bluetooth BP Monitor
- Bluetooth Pulse Oximeter

With the inclusion of a telemedicine cart, the facility is equipped to perform full patient encounters at any given time. With 24/7 on-call coverage, along with telemedicine capabilities, facility staff can contact providers at any time for an immediate evaluation or any questions. Emphasis added on 24/7/365 immediate availability for questions, visits, and any other need.

Response times are quicker than the 15-minute requirement outlined in the RFP; Theoria's on-call service will response typically within 5-10 minutes if not on an immediate basis. Video visits may be conducted immediately as needed.

From a staffing perspective, Theoria has multiple providers who will staff the on-call shifts for WVH. This is a consistent team that will familiarize themselves with the staff and residents. The on-call team works shifts that are dedicated to covering the facility, so they are well informed with chart reviews and can address issues right away.

### *Policies, Procedures, and Quality Assurance and Process Improvement*

In order to demonstrate the capacity to perform the scope of services in section 4.1.2, Theoria's medical director is involved with committee meetings on a monthly basis at a minimum, or more frequently if desired by WVH. This exceeds the expectations in the solicitation of a quarterly attendance. Theoria physicians are trained on how to manage QAPI meetings and meaningful insights to provide to the facility and administrator.

Theoria's QAPI involvement is significant. Theoria equips its medical directors with reports and analytics with respect to readmissions and other relevant clinical quality indicators. Theoria clinical staff perform root cause analysis on readmissions to identify common trends and areas for improvement. This includes improvement from a nursing and medical perspective. We'll establish policies and procedures resulting from these analyses.

In addition, Theoria will be heavily involved in policy and procedure development from multifarious perspectives related to improving the quality of care delivered at WVH. This includes addressing incident reports, analysis of environmental contexts and issues associated with resident health. The medical director will coordinate with the administrator on these items and ensure a healthy, positive environment at WVH.

### *Medical Staff Training*

In order to demonstrate the capacity to perform the scope of services in section 3 and 4, I would like to outline part of Theoria's staff training program. This training includes comprehensive discussions and reinforcement of important geriatric pharmacology knowledge in addition to important topics such as GDRs and medication optimization as Theoria recognizes the rising issue of polypharmacy in the LTC population.

In order to improve and maintain quality care throughout the organization, Theoria substantially invests in its provider training programs and tools. Every provider who joins Theoria undergoes a comprehensive training program specifically developed for post-acute care including geropharmacology; the training program focuses on geriatric medical management, cultivating nursing staff relationships, nursing facility processes, federal and state regulations, appropriate billing and documentation, and much more. Main themes of the training program are designed to ensure all medical staff members are practicing evidence-based medicine, maintaining meaningful relationships, and promoting a healthy culture of patient-centric care.

Medical staff training occurs with a hybrid in-person and virtual model in which staff members learn content on online training modules inclusive of videos, PowerPoints, and reading material, then follow up with in-person training on-site with seasoned Theoria training staff members. Training promotes virtual content delivery with reinforcement in practice; trainees begin to see patients under the supervision of their trainer and gain more autonomy each day as they progress through the program. All providers in training undergo a skills evaluation by their respective VP of Clinical prior to starting independent practice at their facility.

Continuing education is an important component of maintaining knowledge of relevant clinical guidelines and updates particularly with geriatric pharmacology; as a result, Theoria provides CME to all providers and offers continuous education on a daily and weekly basis. On a daily basis, all providers have access to one another to discuss cases and other issues, and all providers have access to company-provided clinical decision support tools – Theoria provides Dynamedex by IBM to all providers. Further, all Theoria providers undergo weekly education sessions with company clinical leadership in which the team reviews cases of the week, discusses requested

topics, and asks questions in an open forum. All medical staff serving at WVVH will undergo this training and continuous education.

Finally, to further demonstrate Theoria's competence and innovative mindset with respect to gero-pharmacology, Theoria is involved with academic research projects with many institutions. For example, Theoria is involved with Harvard University's Joslin Diabetes Center to study the incidence of hypoglycemia in the long-term care population using continuous glucose monitoring. This demonstrates our dedication to innovation to improve the quality of life for residents in nursing homes along with our contribution to the advancement of knowledge for the clinical management of LTC patients.

#### *Non-physician medical staff oversight*

Theoria Medical will employ Advanced Practice Practitioners to perform part of the services in this solicitation. As a result, I would like to outline Theoria's perspective and process with respect to Advanced Practice Practitioners such as Physician Assistant and Nurse Practitioners along with other medical staff in the facility.

Physician extenders such as nurse practitioners and physician assistants are a key component of the care team. All Theoria non-physician providers work in strong collaboration with the medical director and attending physicians at the facility. These providers are highly trained with Theoria and will understand all of the components required in this RFP and described above. If there are quality or education issues, Theoria will intervene as appropriate in collaboration with WVVH staff.

#### Location

Theoria Medical staff will be on-site at the WVVH. There is no need for transportation to a physician's office for an appointment when a resident has a need.

In summary, Theoria is well prepared and experienced to provide the services requested under this RFP.

Thank you very much for your time in reading this proposal and considering Theoria Medical to provide medical care to our great nation's veterans at WVVH.

Respectfully,

A handwritten signature in black ink, appearing to read 'Kevin Pezeshkian', with a long horizontal stroke extending to the right.

Kevin Pezeshkian  
Chief Operating Officer  
Theoria Medical, PLLC

# THEORIA

## MEDICAL

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Chief Operating Officer  
Theoria Medical, PLLC  
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RE: CRFQ 0618 BVH2100000005 Medical Director and Attending Physician Services for the West Virginia Veteran's Home

Dear Mr. Pauline:

I would like to outline Theoria's physician visit model and highlight the efficiencies that present with it if awarded the bid to serve the Veterans of the State of West Virginia.

Theoria Medical staff members will be physically present at the facility. They will be on-site at least 5 days per week. For patients under Theoria's care, there is no need for a transfer to an outpatient appointment. All Theoria Medical patients are seen in their rooms and treated in house thereby eliminating the need for a transfer to a different care setting.

We intend for this model to be more efficient for the building by eliminating transportation costs and staff time associated with it along with improving resident satisfaction by receiving care in the comfort of their rooms.

Very respectfully,

A handwritten signature in black ink, appearing to read 'Kevin Pezeshkian', with a stylized, sweeping flourish at the end.

Kevin Pezeshkian  
Chief Operating Officer  
Theoria Medical, PLLC

# THEORIA

## MEDICAL

Kevin Pezeshkian  
Chief Operating Officer  
Theoria Medical, PLLC  
41850 W. 11 Mile Rd. Suite 202  
Novi, Michigan, 48375  
Telephone: 810-623-6362  
Email: kevin@theoriamedical.com

David H Pauline, Buyer  
State of West Virginia Department of Administration  
Purchasing Division  
2019 Washington St E  
Charleston, West Virginia, 25305  
Telephone: 304-558-0067  
Email: david.h.pauline@wv.gov

RE: CRFQ 0618 BVH2100000005 Medical Director and Attending Physician Services for the West Virginia Veteran's Home

Dear Mr. Pauline:

The purpose of this letter is to discuss the transition process if we are awarded the opportunity to care for the residents residing at WVH.

Theoria understands the importance of a proper transition plan in the execution of the requirements of this RFP and in general when launching services at a new site. The transition to Theoria's services will be well coordinated, smooth, and with excellence; Theoria has designated team members dedicated to the implementation of services at new facilities along with continuous follow up and assessment of the status of services. It is Theoria's top priority to ensure the highest quality of care is delivered with excellent customer service to patients and facility staff members; hence, we will tailor our transition plan to WVH.

Typically, the initial step is to arrange a meeting with all key facility care team personnel to discuss major processes and interfaces between the various facility departments. From a process

implementation perspective, the Theoria team will work closely with the facility leadership team to develop needed processes and implement Theoria's clinical processes. Other items that will be addressed upon the introductory meeting will be:

1. EHR Access Process
2. Medical Staff Credentialing Needs
3. Clinical Documentation Workflows
4. Staffing and On-Call Schedule
5. Telemedicine Program Interface with Primary Rounding Team

Usually, the first few weeks leading up to the go-live date will be the core of the implementation process in which introductions, process development/implementation, and staff training will occur. Upon the scheduled start date of Theoria's facility clinical operations, the Theoria team will be prepared to execute all the elements of this RFP, and the nursing staff will be oriented and trained to Theoria's team and processes. After the start date, Theoria will continuously check in with the facility to ensure all operations are smooth, and if there are any needed items, Theoria will address them immediately.

I hope this outline provides insight into our transition and implementation process. It is comprehensive and includes multiple members of our team. We are dedicated to ensuring the staff is comfortable with all aspects of the transition and any changes.

Thank you, and please let me know if you have any questions related to our transition and implementation process.

Respectfully,

A handwritten signature in black ink, appearing to read 'Kevin Pezeshkian', with a stylized, cursive style.

Kevin Pezeshkian  
Chief Operating Officer  
Theoria Medical, PLLC



# WEST VIRGINIA BOARD OF MEDICINE

Effective Date: July 14, 2014

License Number: XXXXXXXXXX

This certifies that

**ISAAC GABRIEL ALEXIS, M.D.**

having met the requirements for licensure in the State of West Virginia, is hereby licensed to practice Medicine and Surgery in all branches in the State of West Virginia, under the authority of the laws of the State and the regulations of the Board.



Witness the signatures of the President and Secretary of the West Virginia Board of Medicine and the seal of said Board:

D. Robert Boyer President  
Robert L. Perry MD JD Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/27/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

PRODUCER License # 958967
Johnston Lewis Associates, Inc.
5600 New King, Ste. 210
Troy, MI 48098
CONTACT NAME: Stephanie Fabiszewski
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS: stephanief@jlains.com
INSURER(S) AFFORDING COVERAGE
INSURER A: Fidelity and Guaranty Insurance Company 35386
INSURER B: Travelers Property Casualty Insurance Company of America 25674
INSURER C: Standard Fire Insurance Company 19070
INSURER D:
INSURER E:
INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liability, and Workers Compensation.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The Certificate Holder is included as Additional Insured with respects to General/Automobile Liability, when required by written contract.

CERTIFICATE HOLDER: WEST VIRGINIA VETERANS HOME, 512 WATER ST, Barboursville, WV 25504
CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
AUTHORIZED REPRESENTATIVE: [Signature]

## WV Oasis

Transaction Number: 20210425119439

Status: CompletedOk

Amount: \$125.00

Company Name: Theoria Medical, PLLC

Name: Kevin Pezeshkian

Address: 41850 W 11 Mile Rd Ste 202

Novi MI 48375

Phone: 8106236362

e-Mail: kevin@theoriamedical.com

Card Holder: Kevin Pezeshkian

Card Type: Visa

Card: 42XXXXXXXXXX9325

# THEORIA

## MEDICAL

Kevin Pezeshkian  
Chief Operating Officer  
Theoria Medical, PLLC  
41850 W. 11 Mile Rd. Suite 202  
Novi, Michigan, 48375  
Telephone: 810-623-6362  
Email: kevin@theoriamedical.com

David H Pauline, Buyer  
State of West Virginia Department of Administration  
Purchasing Division  
2019 Washington St E  
Charleston, West Virginia, 25305  
Telephone: 304-558-0067  
Email: david.h.pauline@wv.gov

RE: CRFQ 0618 BVH2100000005 Medical Director and Attending Physician Services for the West Virginia Veteran's Home

Dear Mr. Pauline:

I write to express Theoria Medical's interest in providing Medical Director and Attending Physician Services to the West Virginia Veteran's Home. We would be honored to have the privilege and opportunity to serve those who served us and our great nation.

I write this letter and subsequent proposal to demonstrate our model of care and outline the benefits Theoria can provide to the veteran's population at WVVH. As an introduction to Theoria Medical, we are a nursing home physician group dedicated to and promoting a culture of innovation and high-quality care that treats the whole person with a full understanding of the social determinants of health. We leverage innovative technologies in our practice and invest heavily in staff training and education in the long-term care space.

I highlight that Theoria aligns its practice consistently with the values and mission of WVVH; We believe in your vision, mission, and philosophy of care, and we will demonstrate that throughout this proposal. In fact, our CEO, Justin Di Rezze, MD, has been practicing in post-

acute care for over three years with Theoria and was previously a chief hospitalist physician at Ascension Genesys Regional Medical Center. With his leadership, Theoria Medical has unequivocally facilitated robust quality improvements in a multitude of nursing homes across the Midwest by employing a systematic approach to care delivery improvements and related processes – we would be honored to introduce our model to your Home’s residents.

Furthermore, Theoria is experienced in caring for VA patients. Many of our current homes have contracts with the VA to care for these residents; Theoria does manage their care and has years of experience with this. In addition, Theoria was recently awarded a medical services contract for a brand-new State Veterans Home in Michigan; we will provide the same model of care we propose here. With this experience, we are confident we will exceed your expectations for medical services for your residents.

Theoria understands the importance of local community relationships; local relationships allow us to have a strong collaborative relationship with key members of the community and foster innovative ideas to implement. From a staffing perspective, if we were awarded this bid, we will employ local physicians and physician assistants in the Huntington/Barboursville community to serve at the facility. Theoria will ensure the medical staff has a strong community presence and understanding of the social and cultural dynamics at play.

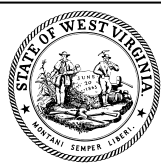
On a final note, I would like to emphasize that Theoria’s programs are constantly evolving. We are always innovating and identifying areas in which we can improve care and quality of life for the residents under our care. If awarded the opportunity to serve the veterans of the State of West Virginia, I assure you that we will be continuously improving the program to improve care for the residents at WVH.

I truly appreciate the opportunity and your time reviewing our proposal. I am confident in the services we provide, and on that note, I do hope to work with you and your team.

Respectfully,

A handwritten signature in black ink, appearing to read 'Kevin Pezeshkian', written in a cursive style.

Kevin Pezeshkian  
Chief Operating Officer  
Theoria Medical, PLLC



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

**State of West Virginia  
 Centralized Request for Quote**

<b>Proc Folder:</b> 871624		<b>Reason for Modification:</b>	
<b>Doc Description:</b> Addendum No. 1 Medical Director & Attending Physician		Addendum No.1	
<b>Proc Type:</b> Central Master Agreement			
<b>Date Issued</b>	<b>Solicitation Closes</b>	<b>Solicitation No</b>	<b>Version</b>
2021-04-26	2021-05-04 13:30	CRFQ 0618 BVH2100000005	2

**BID RECEIVING LOCATION**


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

**VENDOR**

**Vendor Customer Code:** VS0000037921  
**Vendor Name :** Theoria Medical, PLLC  
**Address :** 41850 W 11 Mile Rd Ste 202  
**Street :** W 11 Mile Rd  
**City :** Novi  
**State :** Michigan **Country :** USA **Zip :** 48375  
**Principal Contact :** Kevin Pezeshkian  
**Vendor Contact Phone:** 810-623-6362 **Extension:**

**FOR INFORMATION CONTACT THE BUYER**

David H Pauline  
 304-558-0067  
 david.h.pauline@wv.gov

**Vendor Signature X**  **FEIN#** 83-0826814 **DATE** 4/30/21

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

**ADDITIONAL INFORMATION**

Addendum No.1

Addendum to address and answer vendor questions.

Bid opening remains the same May 4, 2021 at 1:30 pm

INVOICE TO		SHIP TO	
WEST VIRGINIA VETERANS HOME 512 WATER ST		WEST VIRGINIA VETERANS HOME 512 WATER ST	
BARBOURSVILLE	WV	BARBOURSVILLE	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Medical Director	0.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
85121502			

**Extended Description:**

Medical Director

INVOICE TO		SHIP TO	
WEST VIRGINIA VETERANS HOME 512 WATER ST		WEST VIRGINIA VETERANS HOME 512 WATER ST	
BARBOURSVILLE	WV	BARBOURSVILLE	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Attending Physician/Collaborating Practitioner	0.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
85121500			

**Extended Description:**Attending Physician/Collaborating  
Practitioner**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	Technical Questions due by 2:00 pm	2021-04-21

	Document Phase	Document Description	Page
BVH2100000005	Draft	Addendum No. 1 Medical Director & Attending Physician	3

**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions



**SOLICITATION NUMBER: CRFQ BVH21\*5**  
**Addendum Number: 1**

---

The purpose of this addendum is to modify the solicitation identified as (CRFQ BVH21\*5) 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. Bid Opening remains the same May 4, 2021 at 1:30 pm

**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.

Addendum No.1  
Questions for CRFQ BVH21\*05

- Q1 Is there another physician group that the other residents are assigned to?
- A1 Yes, the other physician group that some of the residents will be assigned to is the Veterans Affairs Medical Center located in Huntington, WV.
- Q2 Can you clarify the dynamics of the physician assignment?
- A2 Yes, the dynamics of the physician assignment are those that have insurance and are willing to seek care outside of the VA will be assigned to the apparent successful vendor. The rest will continue to receive health care services at the local VAMC.
- Q3 Does this mean that the physician group would have to collectively bill for labs/tests ordered?
- A3 The physician/physician group will be responsible for billing and collecting from Medicaid, Medicare and any third party insurance.
- Q4 Or would the laboratory or imaging service rendering the services be the one responsible for the billing?
- A4 It is up to the apparent successful vendor how they want to bill/get paid for services for anything other than the services provided to the West Virginia Veterans Home (WVVH). WVVH has provided a time sheet to fill out for hours worked named as Exhibit B, which must be submitted with the invoice to the WVVH. The timesheet provided is primarily for the Medical Director hours, but there are some instances in which the Attending Physician/Practitioner may be billing the WVVH for hours worked (i.e., consultations on the individual residents Comprehensive Care Plans would be billed through the time sheet/invoice).

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.:**

**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 type="checkbox"/> Addendum No. 1            | <input type="checkbox"/> Addendum No. 6  |
| <input checked="" 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 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.

Theoria Medical, PLLC

\_\_\_\_\_  
Company

  
\_\_\_\_\_  
Authorized Signature

4/30/21

\_\_\_\_\_  
Date

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



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

State of West Virginia  
 Centralized Request for Quote

<b>Proc Folder:</b> 871624			<b>Reason for Modification:</b>
<b>Doc Description:</b> Medical Director and Attending Physician Services			
<b>Proc Type:</b> Central Master Agreement			
<b>Date Issued</b>	<b>Solicitation Closes</b>	<b>Solicitation No</b>	<b>Version</b>
2021-04-16	2021-05-04 13:30	CRFQ 0618 BVH2100000005	1

**BID RECEIVING LOCATION**

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

**VENDOR**

**Vendor Customer Code:** VS0000037921  
**Vendor Name :** Theoria Medical, PLLC  
**Address :** 41850 W 11 Mile Rd Ste 202  
**Street :** W 11 Mile Rd  
**City :** Novi  
**State :** Michigan **Country :** USA **Zip :** 48375  
**Principal Contact :** Kevin Pezeshkian  
**Vendor Contact Phone:** 810-623-6362 **Extension:**

**FOR INFORMATION CONTACT THE BUYER**

David H Pauline  
 304-558-0067  
 david.h.pauline@wv.gov

**Vendor Signature X**

**FEIN#** 83-0826814

**DATE** 4/30/21

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

**ADDITIONAL INFORMATION**

The West Virginia Purchasing Division is soliciting bids on behalf of The West Virginia Veteran's Home (WV VH) located at 512 Water St., Barboursville, WV for the services of an Attending Physician/Medical Director for the WV VH, per the attached documentation.

INVOICE TO		SHIP TO	
WEST VIRGINIA VETERANS HOME 512 WATER ST BARBOURSVILLE WV US		WEST VIRGINIA VETERANS HOME 512 WATER ST BARBOURSVILLE WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Medical Director	0.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
85121502			

**Extended Description:**

Medical Director

INVOICE TO		SHIP TO	
WEST VIRGINIA VETERANS HOME 512 WATER ST BARBOURSVILLE WV US		WEST VIRGINIA VETERANS HOME 512 WATER ST BARBOURSVILLE WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Attending Physician/Collaborating Practitioner	0.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
85121500			

**Extended Description:**

Attending Physician/Collaborating Practitioner

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	Technical Questions due by 2:00 pm	2021-04-21

	Document Phase	Document Description	Page
BVH2100000005	Draft	Medical Director and Attending Physician Services	3

**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

## **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 **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 individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying 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  
Revised 02/10/2021

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: April 21, 2021 at 2:00 pm.

Submit Questions to: David Pauline, Senior Buyer  
2019 Washington Street, East  
Charleston, WV 25305  
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)  
Email: David.H.Pauline@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:  
SOLICITATION NO.:  
BID OPENING DATE:  
BID OPENING TIME:  
FAX NUMBER:



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 a 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: May 4, 2021 at 1:30 pm

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. ALTERNATE MODEL OR BRAND:** Unless the box below is checked, 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.

This Solicitation is based upon a standardized commodity established under W. Va. Code § 5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

**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 be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and must include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at:

<http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

**15A. RECIPROCAL PREFERENCE:** The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. Any request for reciprocal preference must include with the bid any information necessary to evaluate and confirm the applicability of the preference. A request form to help facilitate the request can be found at: <http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

**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:** West Virginia Code § 6D-1-2 requires that the vendor submit to the Purchasing Division a disclosure of interested parties to the contract for all contracts with an actual or estimated value of at least \$1 Million. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission prior to contract award. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

**23. WITH THE BID REQUIREMENTS:** In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.6. This authority does not apply to instances where state law mandates receipt with the bid.

## 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:** This Contract becomes effective on Upon Award and the initial contract term extends until one (1) year.

**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. AUTHORITY TO PROCEED:** Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for “Fixed Period Contract” or “Fixed Period Contract with Renewals” has been checked in Section 3 above. If either “Fixed Period Contract” or “Fixed Period Contract with Renewals” has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the contract via change order to memorialize the official date that work commenced.

**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 a 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 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

**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 of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

License to practice medicine in the State of West Virginia as required by the West Virginia Board of Medicine.

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications 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 and must include the State as an additional insured on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, 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, including but not limited to, policy cancelation, policy reduction, or change in insurers. 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 per occurrence.

**Automobile Liability Insurance** in at least an amount of: \$500,000.00 per occurrence.

**Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: \$1,000,000.00 per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

**Commercial Crime and Third Party Fidelity Insurance** in an amount of: \_\_\_\_\_ per occurrence.

**Cyber Liability Insurance** in an amount of: \_\_\_\_\_ per occurrence.

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

**Pollution Insurance** in an amount of: \_\_\_\_\_ per occurrence.

**Aircraft Liability** in an amount of: \_\_\_\_\_ per occurrence.

Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

**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. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

**14. PAYMENT IN ARREARS:** 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. PAYMENT METHODS:** Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

**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.

**SUBCONTRACTOR COMPLIANCE:** 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. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

**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.

**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. 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>.

**31. 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.

**32. 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.

**SUBCONTRACTOR COMPLIANCE:** 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. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

**33. 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.

**34. 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.

**35. 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.

**36. 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.

**37. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State, 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.

**38. 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”), provided that both the Other Government Entity and the Vendor agree. 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. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

**39. 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.

**40. 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.division@wv.gov](mailto:purchasing.division@wv.gov).

**41. 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.

Revised 02/10/2021

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

**42. 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.

**43. 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.

**44. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE:** W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, 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. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

**45. PROHIBITION AGAINST USED OR REFURBISHED:** Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

**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.

Kevin Pezeshkian, Chief Operating Officer

(Name, Title)

Kevin Pezeshkian, Chief Operating Officer

(Printed Name and Title)

41850 W 11 Mile Rd ste 202, Novi, Michigan, 48375

(Address)

810-623-6362 / 248-282-5044

(Phone Number) / (Fax Number)

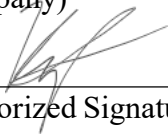
kevin@theoriamedical.com

(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.

Theoria Medical, PLLC

(Company)



Kevin Pezeshkian, Chief Operating Officer

(Authorized Signature) (Representative Name, Title)

Kevin Pezeshkian, Chief Operating Officer

(Printed Name and Title of Authorized Representative)

4/30/21

(Date)

810-623-6362 / 248-282-5044

(Phone Number) (Fax Number)

REQUEST FOR QUOTATION **CRFQ -BVH21\*05**  
**Attending Physician/Medical Director Services**

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**SPECIFICATIONS**

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Department of Veterans Assistance/West Virginia Veterans Home (WVVH) located at 512 Water Street Barboursville, WV 25504 to establish a contract for Attending Physician/Medical Director Services to the residents of the 150-bed Domiciliary located there (the census fluctuates, but the current count is 80, and the residents ages range from 27 to 81; all residents are ambulatory. While the census count fluctuates around 80, the WVVH anticipates approximately half of the residents utilizing the services of this contract). While there are two positions listed for this contract, the work required can be provided by one (1) or more individuals, providing all mandatory requirements are met; it is up to the Vendor to decide how the work for the positions listed is allocated (whether it be one or more individuals).

The Vendor will be responsible for billing and collecting from Medicaid, Medicare and any third-party insurances for services rendered, including but not limited to, lab, radiology, podiatry, audiology and any other services that are necessary for the residents to maintain the highest practicable physical, mental and psychosocial well-being. The WVVH will be responsible for transporting residents to and from Attending Physician's place of practice and initiating and developing Comprehensive Assessments and Comprehensive Care Plans in coordination with the Attending Physician. The WVVH will be responsible for sending residents with the proper insurances for billing purposes.

**Note:** This request may be covered in part or in whole by Federal Funds. All bidders will be required to acknowledge and adhere to Attachment 1: Provisions for Federally Funded Procurements.

- 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 all activities required for the State (West Virginia Veteran's Home) to receive the services of a Medical Director and Attending Physician are 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.

REQUEST FOR QUOTATION **CRFQ -BVH21\*05**  
**Attending Physician/Medical Director Services**

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- 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 “Ambulatory”** means able to walk about and not bedridden.
- 2.5 “Domiciliary”** means of, relating to, or constituting a domicile: such as providing care and living space.
- 2.6 “Medical Director and Attending Physician”** means the person (s) meeting all qualifications of the solicitation who will provide all mandatory requirements as listed in the solicitation.
- 2.7 “West Virginia Board of Medicine”** means the State entity that is the sole authority for the issuance of licenses to practice medicine and surgery, to practice podiatry, and to practice as a Physician Assistant (PA) in collaboration with Medical Doctors (MD) and Doctor of Podiatry (DPM) in the state of West Virginia and is the regulatory and disciplinary body for MD’s, DPM’s and their PA’s.
- 2.8 “Physician”** means a doctor of allopathic or osteopathic medicine who is fully licensed pursuant to the West Virginia Board of Medicine
- 2.9 “Physician Assistant”** means a person who meets the qualifications set forth in §WV Code, Chapter 30, Article 3E (<http://www.wvlegislature.gov/WVCODE/code.cfm?chap=30&art=3E>) and is licensed pursuant to said code to practice medicine under collaboration
- 2.10 “Collaboration”** means overseeing the activities of the medical services rendered by a physician assistant. Constant physical presence of the collaborating physician is not required as long as the collaborating physician and physician assistant are, or can be, easily in contact with one another by telecommunication. Collaboration does not require the personal presence of the collaborating physician at the place or places where services are rendered.
- 2.11 “Advanced practice registered nurse”** means a registered nurse who has acquired advanced clinical knowledge and skills preparing him or her to provide direct and indirect care to patients as a certified nurse practitioner, certified nurse-midwife, certified registered nurse anesthetist, or clinical nurse specialist, who has completed a board-approved graduate-level education program and who has passed a board-approved national certification examination

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**Attending Physician/Medical Director Services**

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**2.12 “Health Provider of Record”** means the person each resident has listed as their healthcare service provider on the individual records stored within the secured facility software. The successful bidder will be provided access to the WVH facility software for viewing/documentation or resident records.

**2.13 “Credentialing and Privileging”** means the process of obtaining, verifying, and assessing the qualifications of a health care practitioner, which may include physicians, podiatrists, dentists, psychologists, physician assistants, nurse practitioners, licensed nurses to provide patient care services in or for a health care organization. Privileging is the process whereby a specific scope and content of patient care services

**2.14 “West Virginia Veterans Home Time Sheet”** means the pages, contained in wvOasis or attached hereto as Exhibit B, upon which the successful awarded vendor will document and tally the time worked under the awarded contract and submit with the weekly invoice for the hours worked.

**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** Attending Physician/Medical Director/Physician’s Assistant/Nurse Practitioner must have a valid license to practice medicine/nursing in the State of West Virginia as issued by the West Virginia Board of Medicine/West Virginia Board of Nursing. This may be submitted with bid but must be submitted prior to award. Attending Physician may be a Physician’s Assistant if he/she is providing services under the Medical Director’s licensing in a collaborative effort as required by West Virginia Code §30-3E-1 (<http://www.wvlegislature.gov/WVCODE/code.cfm?chap=30&art=3E>). A nurse Practitioner may be used for medical services within the scope of their position in collaboration with the Attending Physician/Physician’s Assistant/Medical Director.

**3.2** A minimum of two (2) years’ experience in providing medical services to include, but not limited to, routine physicals, medical assessments, and comprehensive assessments. References to support this experience may be submitted with the bid but must be submitted prior to contract award. References should include facility name, address, phone number, contact name and email address of the person providing the reference.

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**Attending Physician/Medical Director Services**

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**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 Attending Physician Requirements**

**4.1.1.1 Medical Assessment**

**4.1.1.1.1** An in-person medical assessment, including a medical history and physical examination must be performed by the Attending Physician and recorded in the resident's medical record no later than seven (7) calendar days after admission, at least once annually, or more frequently based on the resident's condition. The in-person assessment must include the review of the residents' total program of care, including medications and treatments. The successful vendor will have access to the secured WVVH software to access progress notes for each resident. The writing, signing and dating of all orders may be accomplished via email or facsimile

**4.1.1.2 Comprehensive Assessment and Comprehensive Care Plan**

**4.1.1.2.1** While the comprehensive assessment will be initiated by the WVVH staff, the assessment must be coordinated with the participation of the Attending Physician or their qualified collaborating designee no later than fourteen (14) calendar days after admission, annually, and as required by a change in the resident's condition.

**4.1.1.2.2** While the comprehensive care plan will be developed by the WVVH staff, it must be coordinated with the participation of the Attending Physician or their qualified collaborating designee no later than twenty-one (21) calendar days after admission.

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**4.1.1.3 Advance Directives**

**4.1.1.3.1** The Attending Physician or their qualified collaborating designee will review and sign off on residents' Advance Directives forms.

**4.1.1.4 Location**

**4.1.1.4.1** The Attending Physician's practice must be located in West Virginia and no more than forty (40) minutes' drive time from the WVH located at 512 Water Street, Barboursville, WV.

**4.1.1.5 On Call**

**4.1.1.5.1** The Attending Physician/Health Provider of Record or their qualified collaborating designee must be available by phone or text at all times for medical incidents involving the residents (i.e., if at the 9:00 PM blood sugar level test the levels are unusually high or low for a resident the Health Provider of Record or their qualified collaborating designee may be called or texted for orders for that resident). An answering service may be used as long as all calls are returned within a fifteen (15) minute time frame.

**4.1.2 Medical Director Requirements**

**4.1.2.1** The Medical Director shall participate in establishing policies, procedures, and guidelines to ensure adequate, comprehensive services.

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**Attending Physician/Medical Director Services**

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- 4.1.2.2 The Medical Director must direct and coordinate medical care for the WVVH.
- 4.1.2.3 The Medical Director will help to arrange for continuous physician coverage to handle medical emergencies.
- 4.1.2.4 The Medical Director shall review the credentialing and privileging process.
- 4.1.2.5 The Medical Director will participate in managing the environment by reviewing and evaluating incident reports or summaries of incident reports, identifying hazards to health and safety, and making recommendations to the Administrator and monitoring employees' health status and advising the administrator on employee-health policies.
- 4.1.2.6 The Medical Director must attend quarterly Quality Assurance (QA) meetings located at the WVVH, as scheduled by the facility.
- 4.1.2.7 The Medical Director will review and approve Virological Outbreak Response policy (i.e., COVID-19) for the facility and will serve as an advisor during any outbreaks at the facility.

**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 should complete the Pricing Page by multiplying the vendor's proposed all-inclusive hourly rate for both required positions by the estimated hours provided. Estimated hours are for bid purposes only and actual hours could be more or less depending on resident census and other factors. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid 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



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cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address: [David.H.Pauline@wv.gov](mailto:David.H.Pauline@wv.gov).

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 the all-inclusive hourly rate awarded, 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:
  - 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.

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**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.

**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:** Kevin Pezeshkian  
**Telephone Number:** 810-623-6362  
**Fax Number:** 248-282-5044  
**Email Address:** kevin@theoriamedical.com

CRFQ BVH21\*05 Exhibit B  
 West Virginia Veterans Home  
 Weekly Time Sheet

Employee Name \_\_\_\_\_ Hourly Rate \_\_\_\_\_

Date	Day	Start	Finish	Total Hours
	Monday			
	Tuesday			
	Wednesday			
	Thursday			
	Friday			
	Saturday			
	Sunday			

Incidental hours—Time to be tallied at the quarter hour (Example--.25)

Incidental hours should be used for small tasks that would typically take less than an hour to complete.

Date	Day	Time	Time	Time	Time	Time	Time	Time	TOTAL HOURS
	MON								
	TUES								
	WED								
	THURS								
	FRI								
	SAT								
	SUN								

Employee Signature \_\_\_\_\_ Grand total hours-----

## Provisions Required for Federally Funded Procurements

1. **Federal Funds:** This purchase is being funded in whole or in part with Federal Funds and is subject to the requirements established in 2 CFR § 200. Pursuant to 2 CFR § 200.317 the provisions of 2 CFR §§ 200.322 and 200.326 are expressly included in this solicitation below and incorporated into any contract resulting from this solicitation by reference.
2. **2 CFR §200.322 Procurement of recovered materials:** A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
3. **§200.326 Contract provisions:** Pursuant to the requirements contained in 2 CFR §§ 200.317 and 200.326, the following provisions are included any contract resulting from this solicitation, to the extent that the provisions are applicable.

**(A)** At a minimum, the administrative, contractual, or legal remedies contained in W. Va. CSR § 148-1-5 and the applicable definitions contained in W. Va. CSR § 148-1-2 apply to any contract resulting from this solicitation in instances where contractors violate or breach contract terms for contracts for more than the simplified acquisition threshold currently set at \$150,000 (which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908).

West Virginia Code of State Rules § 148-1-5 states:

### **§ 148-1-5. Remedies.**

5.1. The Director may require that the spending unit attempt to resolve any issues that it may have with the vendor prior to pursuing a remedy contained herein. The spending unit must document any resolution efforts and provide copies of those documents to the Purchasing Division.

5.2. Contract Cancellation.

5.2.a. Cancellation. The Director may cancel a purchase or contract immediately under any one of the following conditions including, but not limited to:

5.2.a.1. The vendor agrees to the cancellation;

5.2.a.2. The vendor has obtained the contract by fraud, collusion, conspiracy, or is in conflict with any statutory or constitutional provision of the State of West Virginia;

5.2.a.3. Failure to honor any contractual term or condition or to honor standard commercial practices;

5.2.a.4. The existence of an organizational conflict of interest is identified;

5.2.a.5. Funds are not appropriated or an appropriation is discontinued by the legislature for the acquisition.

5.2.a.6. Violation of any federal, state, or local law, regulation, or ordinance.

5.2.b. The Director may cancel a purchase or contract for any reason or no reason, upon providing the vendor with 30 days' notice of the cancellation.

5.2.c. Opportunity to Cure. In the event that a vendor fails to honor any contractual term or condition, or violates any provision of federal, state, or local law, regulation, or ordinance, the Director may request that the vendor remedy the contract breach or legal violation within a time frame the Director determines to be appropriate. If the vendor fails to remedy the contract breach or legal violation or the Director determines, at his or her sole discretion, that such a request is unlikely to yield a satisfactory result, then he or she may cancel immediately without providing the vendor an opportunity to perform a remedy.

5.2.d. Re-Award. The Director may award the cancelled contract to the next lowest responsible bidder (or next highest scoring bidder if best value procurement) without a subsequent solicitation if the following conditions are met:

5.2.d.1. The next lowest responsible bidder (or next highest scoring bidder if best value procurement) is able to perform at the price contained in its original bid submission, and

5.2.d.2. The contract is an open-end contract, a one-time purchase contract, or a contract for work which has not yet commenced.

Award to the next lowest responsible bidder (or next highest scoring bidder if best value procurement) will not be an option if the vendor's failure has in any way increased or significantly changed the scope of the original contract. The vendor failing to honor contractual and legal obligations is responsible for any increase in cost the state incurs as a result of the re-award.

5.3. Non-Responsible. If the Director believes that a vendor may be non-responsible, the Director may request that a vendor or spending unit provide evidence that the vendor either does or does not have the capability to fully perform the contract requirements, and the integrity and reliability necessary to assure good faith performance. If the Director determines that the vendor is non-responsible, the Director shall reject that vendor's bid and shall not award the contract to that vendor. A determination of non-responsibility must be evaluated on a case-by-case basis and can only be made after the vendor in question has submitted a bid. A determination of non-responsibility will only extend to the contract for which the vendor has submitted a bid and does not operate as a bar against submitting future bids.

5.4. Suspension.

5.4.a. The Director may suspend, for a period not to exceed one (1) year, the right of a vendor to bid on procurements issued by the Purchasing Division or any state spending unit under its authority if:

5.4.a.1. The vendor has exhibited a pattern of submitting bids and then requesting that its bid be withdrawn after bids have been publicly opened. For purposes of this provision, a pattern is two or more instances in any 12 month period.

5.4.a.2. The vendor has exhibited a pattern of poor performance in fulfilling his or her contractual obligations to the State. Poor performance includes, but is not limited to, two or more instances of any of the following: violations of law, regulation, or ordinance; failure to deliver timely; failure to deliver quantities ordered; poor performance reports; and failure to deliver commodities, services, or printing at the quality level required by the contract.

5.4.a.3. The vendor has breached a contract issued by the Purchasing Division or any state spending unit under its authority and refuses to remedy that breach.

5.4.a.4. The vendor's actions have given rise to one or more of the grounds for debarment listed in section 5A-3-33d.

5.4.b. Vendor suspension for the reasons listed in section 5.4 above shall occur as follows:

5.4.b.1. Upon a determination by the Director that a suspension is warranted, the Director will serve a notice of suspension to the vendor.

5.4.b.2. A notice of suspension must inform the vendor:

5.4.b.2.A. Of the grounds for the suspension;

5.4.b.2.B. Of the duration of the suspension;

5.4.b.2.C. Of the right to request a hearing contesting the suspension;

5.4.b.2.D. That a request for a hearing must be served on the Director no later than five (5) working days of the vendor's receipt of the notice of suspension;

5.4.b.2.E. That the vendor's failure to request a hearing no later than five (5) working days of the receipt of the notice of suspension will be deemed a waiver of the right to a hearing and result in the automatic enforcement of the suspension without further notice or an opportunity to respond; and

5.4.b.2.F. That a request for a hearing must include an explanation of why the vendor believes the Director's asserted grounds for suspension do not apply and why the vendor should not be suspended.

5.4.b.3. A vendor's failure to serve a request for hearing on the Director no later than five (5) working days of the vendor's receipt of the notice of suspension will be deemed a waiver of the right to a hearing and may result in the automatic enforcement of the suspension without further notice or an opportunity to respond. 5.4.b.4. A vendor who files a timely request for hearing but nevertheless fails to provide an explanation of why the asserted grounds for suspension are inapplicable or should not result in a suspension, may result in a denial of the vendor's hearing request.

5.4.b.5. Within five (5) working days of receiving the vendor's request for a hearing, the Director will serve on the vendor a notice of hearing that includes the date, time and place of the hearing.

5.4.b.6. The hearing will be recorded and an official record prepared. Within ten (10) working days of the conclusion of the hearing, the Director will issue and serve on the vendor, a written decision either confirming or reversing the suspension.

5.4.c. A vendor may appeal a decision of the Director to the Secretary of Administration. The appeal must be in writing and served on the Secretary no later than five (5) working days of receipt of the Director's decision.

5.4.d. The Secretary, or his or her designee, will schedule an appeal hearing and serve on the vendor, a notice of hearing that includes the date, time and place of the hearing. The appeal hearing will be recorded and an official record prepared. Within ten (10) working days of the conclusion of the appeal hearing, the Secretary will issue and serve on the vendor a written decision either confirming or reversing the suspension.

5.4.e. Any notice or service related to suspension actions or proceedings must be provided by certified mail, return receipt requested.

5.5. Vendor Debarment. The Director may debar a vendor on the basis of one or more of the grounds for debarment contained in West Virginia Code § 5A-3-33d or if the vendor has been declared ineligible to participate in procurement related activities under federal laws and regulation.

5.5.a. Debarment proceedings shall be conducted in accordance with West Virginia Code § 5A-3-33e and these rules. A vendor that has received notice of the proposed debarment by certified mail, return receipt requested, must respond to the proposed debarment within 30 working days after receipt of notice or the debarment will be instituted without further notice. A vendor is deemed to have received notice, notwithstanding the vendor's failure to accept the certified mail, if the letter is addressed to the vendor at its last known address. After considering the matter and reaching a decision, the Director shall notify the vendor of his or her decision by certified mail, return receipt requested.

5.5.b. Any vendor, other than a vendor prohibited from participating in federal procurement, undergoing debarment proceedings is permitted to continue participating in the state's procurement process until a final debarment decision has been reached. Any contract that a debarred vendor obtains prior to a final debarment decision shall remain in effect for the current term, but may not be extended or renewed. Notwithstanding the foregoing, the Director may cancel a contract held by a debarred vendor if the Director determines, in his or her sole discretion, that doing so is in the best interest of the State. A vendor prohibited from participating in federal procurement will not be permitted to participate in the state's procurement process during debarment proceedings.

5.5.c. If the Director's final debarment decision is that debarment is warranted and notice of the final debarment decision is mailed, the Purchasing Division shall reject any bid submitted by the debarred vendor,



including any bid submitted prior to the final debarment decision if that bid has not yet been accepted and a contract consummated. 5.5.d. Pursuant to West Virginia Code section 5A-3-33e(e), the length of the debarment period will be specified in the debarment decision and will be for a period of time that the Director finds necessary and proper to protect the public from an irresponsible vendor.

5.5.e. List of Debarred Vendors. The Director shall maintain and publicly post a list of debarred vendors on the Purchasing Division's website.

5.6. Damages.

5.6.a. A vendor who fails to perform as required under a contract shall be liable for actual damages and costs incurred by the state.

5.6.b. If any commodities delivered under a contract have been used or consumed by a spending unit and on testing the commodities are found not to comply with specifications, no payment may be approved by the Spending Unit for the merchandise until the amount of actual damages incurred has been determined.

5.6.c. The Spending Unit shall seek to collect damages by following the procedures established by the Office of the Attorney General for the collection of delinquent obligations.

**(B)** At a minimum, the termination for cause and for convenience provisions contained in W. Va. CSR § 148-1-5.2 and the applicable definitions contained in W. Va. CSR § 148-1-2 apply to any contract in excess of \$10,000 resulting from this solicitation.

West Virginia Code of State Rules § 148-1-5.2 states:

5.2. Contract Cancellation.

5.2.a. Cancellation. The Director may cancel a purchase or contract immediately under any one of the following conditions including, but not limited to:

5.2.a.1. The vendor agrees to the cancellation;

5.2.a.2. The vendor has obtained the contract by fraud, collusion, conspiracy, or is in conflict with any statutory or constitutional provision of the State of West Virginia;

5.2.a.3. Failure to honor any contractual term or condition or to honor standard commercial practices;

5.2.a.4. The existence of an organizational conflict of interest is identified;

5.2.a.5. Funds are not appropriated or an appropriation is discontinued by the legislature for the acquisition.

5.2.a.6. Violation of any federal, state, or local law, regulation, or ordinance.

5.2.b. The Director may cancel a purchase or contract for any reason or no reason, upon providing the vendor with 30 days' notice of the cancellation.

5.2.c. Opportunity to Cure. In the event that a vendor fails to honor any contractual term or condition, or violates any provision of federal, state, or local law, regulation, or ordinance, the Director may request that the vendor remedy the contract breach or legal violation within a time frame the Director determines to be appropriate. If the vendor fails to remedy the contract breach or legal violation or the Director determines, at his or her sole discretion, that such a request is unlikely to yield a satisfactory result, then he or she may cancel immediately without providing the vendor an opportunity to perform a remedy.

**(C) Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “**federally assisted construction contract**” in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

41 CFR § 60-1.3 defines “Federally assisted construction contract” as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

Accordingly, to the extent that this contract meets the definition of a “federally assisted construction contract” under 41 CFR Part 60-1.3, the following clause is included:

**41 CFR 60-1.4 - Equal opportunity clause. (b) *Federally assisted construction contracts.***

In accordance with the requirements of described above, and except as otherwise provided in the applicable regulations, the following language is hereby incorporated into any contract resulting from this solicitation involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however,* That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may

request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

**(D) Davis-Bacon Act, as amended (40 U.S.C.3141–3148).** Any construction contract resulting from this solicitation hereby requires compliance with the Davis-Bacon Act (40 U.S.C.3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor

Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors are required to pay wages not less than once a week.

Any construction contract resulting from this solicitation hereby requires compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient are prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

**(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708).** Where applicable, any contract resulting from this solicitation in excess of \$100,000 that involve the employment of mechanics or laborers hereby requires compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

**(F) Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

**(G) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—** Any contract resulting from this solicitation in excess of \$150,000 hereby requires compliance with all applicable standards, orders or regulations issued pursuant to **the Clean Air Act (42 U.S.C. 7401–7671q)** and the Federal Water Pollution Control Act as amended (**33 U.S.C.1251–1387**).

**(H) Debarment and Suspension (Executive Orders 12549 and 12689)—** Any contract resulting from this solicitation will not be awarded to parties listed on the government wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.”

**(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—** Any contract resulting from this solicitation requires compliance with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

**REQUEST FOR QUOTATION - CRFQ BVH21\*05**  
**Medical Director and Attending Physician**

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**EXHIBIT A**  
**PRICING PAGE**

Vendor must bill and collect from Medicare, Medicaid, and third-party insurance for services rendered. The vendor must agree that the Agency will not be held responsible for payment in any cases of non-collection.

The Agency will be billed at the rate(s) awarded in the contract document. These are the Estimated Service Hours per Year on the Pricing Page. The estimates represent the approximate volume only. The successful awarded vendor will utilize the time sheet named as Exhibit B and submit a completed time sheet with each weekly invoice.

Medical care will not be withheld from any resident regardless of insurance status.

Vendor shall be responsible for all mileage and travel costs, including travel time associated with performance of this Contract.

Vendor should provide the hourly rates for all contract services multiplied by the estimated hours and then provide a grand total. The lowest grand total cost meeting all mandatory specifications will be awarded the contract.

<b>Contracted Services</b>	<b>Estimated Hours per Year</b>	<b>Hourly Rate</b>	<b>Estimated Annual Total (Hourly Rate x 1000)</b>
Attending Physician	1,000	\$ 72.00	\$ 72,000

<b>Contracted Services</b>	<b>Estimated Consultation with Attending and staff on policies, procedures, QA meetings</b>	<b>Hourly Rate</b>	<b>Estimated Annual Total (Hourly rate x 100)</b>
Medical Director	100	\$ 360.00	\$ 36,000
<b>Grand Total</b>	<b>1,100</b>	<b>432.00</b>	<b>108,000</b>


Vendor Name: Theoria Medical, PLLC

Address: 41850 W 11 Mile Rd ste 202, Novi, Michigan, 48375

Office: 248-660-1220 Cell: 810-623-6362 Fax: 248-282-5044

Email Address: kevin@theoriamedical.com

Contact: Kevin Pezeshkian

Signature: 

Date: 4/30/21



## **Understanding the Acord Certificate of Insurance**

1. Date the Certificate is prepared.
2. Producer is the Insurance broker that wrote the insurance policies for the insured.
3. Insured is the person or entity for whom the insurance policy is written and to which primary insurance coverage is extended and must be the legal name.
4. Insurance company providing coverage. There may be multiple Insurer companies as different types of policies could be issued by different companies.
5. Types of Insurance:
  - a. General Liability – Make sure one of the boxes for claims made or occurrence is marked.
  - b. Automobile Liability
  - c. Umbrella/Excess Liability
  - d. Workers Compensation and Employers Liability
  - e. Other
6. Policy number – should have a number for each type of coverage
7. Policy Effective and Expiration Dates. If the contract falls beyond the expiration date, remember to request a new certificate for the next period.
8. Limits of Insurance – Must be the same or greater than required by the contract.
  - a. General Liability – Per occurrence, damage to rented premises, personal and advertising injury, general aggregate, and products completed operations
  - b. Automobile Liability
  - c. Umbrella/Excess Liability
  - d. Workers Compensation and Employers Liability
  - e. Other
9. Description of Operations – This box will contain language if Additional Insured status has been afforded or may provide information regarding events or other type of provisions to the policy. The purpose of being an additional insured on a policy is to provide insurance coverage and rights to defense under the policy.

This provides the coverage necessary if a claim arises from the actions of the vendor, subcontractor, supplier, etc.

10. Certificate Holder is the person or company to whom the Certificate of Insurance is being mailed. No rights, privileges or insurance coverage are extended to a certificate holder. The certificate holder must be named as an Additional Insured in the Description of Operations box.
11. Cancellation Language Outlines the terms for providing notice about cancellation of the policy.
12. Authorized Representative – signed by the authorized representative of the Producer.



# CERTIFICATE OF LIABILITY INSURANCE

1 DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER West Virginia Board of Risk & Insurance Management 1124 Smith Street Suite 4300 Charleston, WV 25301	2	CONTACT NAME:		FAX: 304-558-6004
		PHONE (A/C, No, Ext):	304-766-2646	(A/C, No):
		EMAIL ADDRESS:	hrim.underwriting@wv.gov	
INSURER(S) AFFORDING COVERAGE			NAIC #	
INSURER A :National Union Fire Co of Pittsburgh PA			19445	
INSURER B :				
INSURER C :			4	
INSURER D :				
INSURER E :				
INSURER F :				

**COVERAGES**      **CERTIFICATE NUMBER:**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

NSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION WAIVED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> WRONGFUL ACT <input checked="" type="checkbox"/> PROFESSIONAL GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:		SPECIMEN	07/01/2017	07/01/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ INCLUDED GENERAL AGGREGATE \$ NONE PRODUCTS - COMP/OP AGG \$ NONE \$
A	<input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		SPECIMEN	07/01/2017	07/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB OCCUR CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETARY/PAK/RECREATIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	SPECIMEN	07/01/2017	07/01/2018	PER STATUTE OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

SPECIMEN

9

CERTIFICATE HOLDER SPECIMEN	CANCELLATION 11 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
10	AUTHORIZED REPRESENTATIVE 12 <i>M. Duke</i>

**QUESTIONS CAN BE DIRECTED TO THE WEST VIRGINIA BOARD OF RISK AND  
INSURANCE MANAGEMENT**

**(304)766-2646 OR (800)345-4669**

**OR EMAIL TO:**

**Robert A. Fisher, Deputy Director: [robert.a.fisher@wv.gov](mailto:robert.a.fisher@wv.gov)**

**Melody Duke, Underwriting Manager: [melody.a.duke@wv.gov](mailto:melody.a.duke@wv.gov)**

STATE OF WEST VIRGINIA  
Purchasing Division

# PURCHASING AFFIDAVIT

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

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

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

**DEFINITIONS:**

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

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

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

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

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: Theoria Medical, PLLC

Authorized Signature: Kevin Pezeshkian Date: 04/30/2021

State of Florida

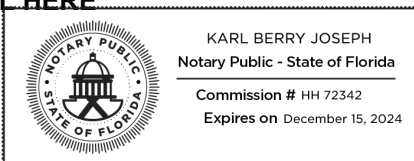
County of orange, to-wit:

Taken, subscribed, and sworn to before me this 30th day of April, 2021.

By Kevin Pezeshkian Who provided identification of: DRIVER LICENSE

My Commission expires 12/15/2024, 2021.

**AFFIX SEAL HERE**



**NOTARY PUBLIC** Karl Berry Joseph  
Karl Berry Joseph

*Purchasing Affidavit (Revised 01/19/2018)*

Notarized online using audio-video communication