



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*. 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* with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

Header 1

List View

- General Information
- Contact
- Default Values
- Discount
- Document Information
- Clarification Request

Procurement Folder: 1281126

SO Doc Code: CRFQ

Procurement Type: Central Master Agreement

SO Dept: 0613

Vendor ID: VS0000015418

SO Doc ID: VNF2400000003

Legal Name: HEALTHPRO HERITAGE LLC

Published Date: 9/12/23

Alias/DBA:

Close Date: 9/14/23

Total Bid: \$772,000.00

Close Time: 13:30

Response Date: 09/14/2023

Status: Closed

Response Time: 11:55

Solicitation Description: VNF Therapy Services

Responded By User ID: HealthPRO

Total of Header Attachments: 1

First Name: Maria

Total of All Attachments: 1

Last Name: Curry

Email: mcurry@healthpro-heritag

Phone: 4106677205

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Occupational Therapist Services	0.00000			400000.00

Comm Code	Manufacturer	Specification	Model #
85122102			

Commodity Line Comments: Occupational Therapist - 5000 Hours @ \$80.00 per hour

Extended Description:

As Per Specifications Section 10.2 The Pricing Page Exhibit "A" must be used to input your pricing if submitting electronic bid. Occupational Therapy for residents of WVNF. See solicitation specifications for details.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Occupational Therapist Assistant	0.00000			44000.00

Comm Code	Manufacturer	Specification	Model #
85122102			

Commodity Line Comments: Occupational Therapist Assistant - 800 Hours @ \$55.00 per hour

Extended Description:

As Per Specifications Section 10.2 The Pricing Page Exhibit "A" must be used to input your pricing if submitting electronic bid. Occupational Therapist Assistant for residents of WVNF. See solicitation specifications for details.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Physical Therapist Services	0.00000			120000.00

Comm Code	Manufacturer	Specification	Model #
85122101			

Commodity Line Comments: Physical Therapist - 1500 Hours @ \$80.00 per hour

Extended Description:

As Per Specifications Section 10.2 The Pricing Page Exhibit "A" must be used to input your pricing if submitting electronic bid. Physical Therapy for residents of WVNF. See solicitation specifications for details.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	Physical Therapist Assistant	0.00000			176000.00

Comm Code	Manufacturer	Specification	Model #
85122101			

Commodity Line Comments: Physical Therapist Assistant - 3200 Hours @ \$55.00 per hour

Extended Description:

As Per Specifications Section 10.2 The Pricing Page Exhibit "A" must be used to input your pricing if submitting electronic bid. Physical Therapist Assistant Services for residents of WVNF. See solicitation specifications for details.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	Speech-Language Pathologist	0.00000			32000.00

Comm Code	Manufacturer	Specification	Model #
85122108			

Commodity Line Comments: Speech Therapist - 400 Hours @ \$80.00 per hour

Extended Description:

As Per Specifications Section 10.2 The Pricing Page Exhibit "A" must be used to input your pricing if submitting electronic bid. Speech- Language Therapy services for residents of WVNF. See solicitation specifications for details.



STATE OF WEST VIRGINIA
DEPARTMENT OF
ADMINISTRATION
PURCHASING DIVISION

CENTRALIZED REQUEST FOR
QUOTE FOR
VNF THERAPY SERVICES

SOLICITATION NO.
CRFQ 0613 VNF2400000003

SEPTEMBER 14, 2023

Prepared By:

ROBERT MITCHELL

VP BUSINESS DEVELOPMENT

rmitchell@healthpro-heritage.com

325-226-1791



HEALTHPRO
HERITAGE

A Rehab & Health Innovations Company

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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**

Proc Folder: 1281126	Reason for Modification: Addendum No. 1
Doc Description: VNF Therapy Services	
Proc Type: Central Master Agreement	

Date Issued	Solicitation Closes	Solicitation No	Version
2023-09-12	2023-09-14 13:30	CRFQ 0613 VNF2400000003	2

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code:

Vendor Name : HealthPRO Heritage, LLC

Address : 307 International Circle, St. 100

Street :

City : Hunt Valley

State : MD **Country :** USA **Zip :** 21030

Principal Contact : Thomas Guild

Vendor Contact Phone: 410-667-7200 **Extension:**

FOR INFORMATION CONTACT THE BUYER

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

Vendor Signature X  **FEIN#** 56-2139377 **DATE** 9/13/2023

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

ADDITIONAL INFORMATION

Addendum No. 1

To make changes to Specifications, see attached.

To provide responses to Vendor Technical Questions, see attached.

To move bid opening date and time to September 14, 2023, at 1:30 pm., est.

No other changes.

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Occupational Therapist Services	5000 Hours	Per Hour	\$80.00	\$400,000.00

Comm Code	Manufacturer	Specification	Model #
85122102			

Extended Description:

As Per Specifications Section 10.2 The Pricing Page Exhibit "A" must be used to input your pricing if submitting electronic bid.

Occupational Therapy for residents of WVVNF. See solicitation specifications for details.

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Occupational Therapist Assistant	800 Hours	Per Hour	\$55.00	\$44,000.00

Comm Code	Manufacturer	Specification	Model #
85122102			

Extended Description:

As Per Specifications Section 10.2 The Pricing Page Exhibit "A" must be used to input your pricing if submitting electronic bid.

Occupational Therapist Assistant for residents of WVVNF. See solicitation specifications for details.

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Physical Therapist Services	1500 Hours	Per Hour	\$80.00	\$120,000.00

Comm Code	Manufacturer	Specification	Model #
85122101			

Extended Description:

As Per Specifications Section 10.2 The Pricing Page Exhibit "A" must be used to input your pricing if submitting electronic bid.

Physical Therapy for residents of WVNF. See solicitation specifications for details.

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Physical Therapist Assistant	3200 Hours	Per Hour	\$55.00	\$176,000.00

Comm Code	Manufacturer	Specification	Model #
85122101			

Extended Description:

As Per Specifications Section 10.2 The Pricing Page Exhibit "A" must be used to input your pricing if submitting electronic bid.

Physical Therapist Assistant Services for residents of WVNF. See solicitation specifications for details.

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Speech-Language Pathologist	400 Hours	Per Hour	\$80.00	\$32,000.00

Comm Code	Manufacturer	Specification	Model #
85122108			

Extended Description:

As Per Specifications Section 10.2 The Pricing Page Exhibit "A" must be used to input your pricing if submitting electronic bid.

Speech- Language Therapy services for residents of WVVNF. See solicitation specifications for details.

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Vendor TECHNICAL questions due by 11:00 am., est.	2023-09-07

	Document Phase	Document Description	Page
VNF2400000003	Final	VNF Therapy Services	5

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

SOLICITATION NUMBER: CRFQ VNF2400000003

Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as CRFQ VNF2400000003 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.
- To respond to technical questions
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

Additional Documentation:

- 1. To Modify Specifications of product or service being sought, see attached.**
- 2. To respond to vendor technical questions, see attached.**
- 3. Bid opening date and time remains August 16, 2023, at 1:30 pm., est.**
- 4. No other changes.**

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.

Skilled Rehabilitative Therapy Services CRFQ VNF240000003

Vendor Questions & Answers

Revision to Specification Section 8.5 in response to the vendor question below

Vendor must provide rehabilitative services to WVNF Veterans and members at least six (6) days a week, Monday through Saturday, 7 am – 7 pm, or as otherwise instructed by WVNF.

Does this need to be a separate addendum, or are we okay to just leave it in the Q&A? Thanks!

Q. In regards to the rehabilitation services being provided between the hours of 7 am – 7 pm Monday through Saturday, is this time frame to mean there needs to be therapists and assistants on site during these hours or would it mean available during these hours? Is this the time frame of rehabilitation services being done by the current vendor or are these newly assigned hours of operation?

A. Vendor services are currently required Monday through Friday from 7 am – 7 pm. However, services must be available on Saturdays as well, if/when needed. We currently do not have a need for Saturday services as of this writing. However, it has been needed in the past and may be needed again in the future under this contract.

Q1. Would you be able to provide the current therapy caseload for all payor sources?

A1. Therapy caseload information is not readily available. Payor sources information follows, but these are only estimates based on the current census of 96.

Resident's Insurance Coverage Type	Percentage
Private Insurance only	4%
Medicare Part A only	18%
Medicare Part A & B only	32%
Medicare Part A & B and Private Insurance	37%
No Coverage	9%

Q2. Who is the current provider?

A2. Benchmark Therapies, Inc.

Q3. How many current therapists do you have, by discipline?

A3. Speech Therapists – 3; Physical Therapists – 2; Physical Therapist Assistants – 4; Occupational Therapists – 1; Occupational Therapist Assistants – 2. These numbers fluctuate according to the census and the needs.

Q4. When will this contract start?

A4. We hope to have a start date of November 1, 2023

Q5. Can you confirm that we will need to bill for Part B services?

A5. Yes. See the Specifications Sections 8.38 and 8.41.

Q6. It appears you are using paper charts and not an EMR. Can you confirm?

A6. We use both paper charting and PointClickCare.

Q7. Can you please share the current rates and [pricing] structure for the incumbent rehab services provider?

A7. Requesting copies of previously awarded contracts, other solicitations, or documents related to previous contracts through the question and answer process included in this solicitation is not appropriate. Requests for documentation of this nature can be obtained by interested parties through a Freedom of Information Act request.

Q8. Who is the incumbent therapy provider?

A8. See response to Question #2 above.

Q9. What is the current billing system and the EMR being used?

A9. WVNF uses PointClickCare as its EMR and billing. Vendor, however, will need its own billing system. Also see answer to Question 6 above.

Q10. Can you provide 3 months of data on CMI trended?

A10. WVNF is a WV State Agency and not subject to Medicare/Medicaid regulations. Therefore, this data is not available.

Q11. Census for each short-term rehab and long-term care; and capacity of each building - can you provide invoices?

A11. Regarding census, WVVNF is a 120-bed long-term care facility. The number of days/months of therapy per resident is not available. The census is 89.67 based on the past 12 months. This number is subject to change based on resident population.

Census on the last day of the month	Year - Month
85	22-Aug
85	22-Sep
86	22-Oct
90	22-Nov
89	22-Dec
87	23-Jan
89	23-Feb
92	23-Mar
94	23-Apr
95	23-May
94	23-Jun
90	23-Jul

Total 1076 ÷ 12 = 89.67 Average Census

Regarding invoices, requesting copies of previously awarded contracts, other solicitations, or documents related to previous contracts through the question and answer process included in this solicitation is not appropriate. Requests for documentation of this nature can be obtained by interested parties through a Freedom of Information Act request.

Q12. Managed Care vs Medicare - can you provide invoices?

A12. See responses to Q10 and Q11 above.

Q13. What improvements, if any, can be made to the delivery of therapy services?

A13. This question is irrelevant to the solicitation.

Q14. How does WVVNF measure the performance of your therapy provider?

A14. See Section 15 of the Specifications.

Q15. Can we submit our RFQ online via wvOASIS?

A15. Yes

Q16. Are you looking for pricing quotes only or can we submit an additional technical proposal?

A16. Technical proposals are expected. Vendors must submit a completed Exhibit A Pricing Page.

Q17. If we are allowed to submit a technical proposal is there a file size limit?

A17. None that we are aware of at this time.

Q18. Is non treatment time (ex. Care plan meeting, in-service training time and documentation) billable under the hourly rate assigned to each therapist and assistant on the pricing page?

Q18.i. For example: If the Physical Therapist attends a resident's care plan meeting for 1 hour, regardless of whether or not the resident is in attendance, would this hour be billable at the hourly rate assigned on the pricing sheet?

A18.i. No

Q18.ii. For example: If an Occupational Therapist spends 2 hours doing the following; completing evals, recerts, progress reports, daily notes and discharge summaries would those 2 hours be billable at the hourly rate assigned on the pricing sheet?

A18.ii. No

Q18.iii. For example: If a Physical Therapist Assistant spends 3 hours at an annual in-service training, such as, fire safety, emergency preparedness, dementia, etc. would that time be billable at the hourly rate assigned on the pricing sheet?

A18.iii. Yes, see Specifications Section 8.30.

Q18.iv. For example: If the WVNF has us provide an OT in-service training, such as, self-feeding using built-up utensils, for 30 minutes, would that time be billable at the hourly rate assigned on the pricing sheet?

A18.iv. No

Q19. Does the WVNF still have a locked dementia unit? If so, what is the requirement for training both upon hire and annually?

A19. Yes, see Specifications Section 8.30. Dementia training is part of orientation and annual training.

Q20. In regards to the rehabilitation services being provided between the hours of 7 am – 7 pm Monday through Saturday, is this time frame to mean there needs to be therapists and assistants on site during these hours or would it mean available during these hours? Is this the time frame of rehabilitation services being done by the current vendor or are these newly assigned hours of operation?

A20. Vendor services are currently required Monday through Friday from 7 am – 7 pm. However, services must be available on Saturdays as well, if/when needed. We currently do not have a need for Saturday services as of this writing. However, it has been needed in the past and may be needed again in the future under this contract.

Q21. Is oversight of the wheelchair clinic, and maintaining of inventory of wheelchairs, equipment and accessories billable time under the hourly rates assigned on the pricing page for therapists and assistants? Is this oversight being done by the current vendor?

A21. This time is not billable. This is a requirement in the current contract.

Q22. Is 8.13, duties of Regional Director billable under the hourly rates assigned on the pricing page for therapists and assistants?

A22. No.

Q23. Has the current vendor made recommendations for staffing patterns appropriate to the rehabilitation caseload? If so, what were they?

A23. Vendor and Agency collaborate on staffing requirements based on the census and residents needs.

Q24. What is the current vendors staffing model by FTE? Please provide for OT, OTA, PT, PTA, SLP.

A24. See answers to Questions 3 and 23 above.

Q25. How many Billable minutes were billed under the current vendor during the 2022 calendar year? In addition, what was the breakdown per discipline?

A25. Requesting copies of previously awarded contracts, other solicitations, or documents related to previous contracts through the question and answer process included in this solicitation is not appropriate. Requests for documentation of this nature can be obtained by interested parties through a Freedom of Information Act request.

Q26. Does the current vendor have any non-billable staff, such as rehab techs?

A26. No.

END OF QUESTIONS AND ANSWERS

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ VNF240000003

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | | | |
|-------------------------------------|----------------|--------------------------|-----------------|
| <input checked="" type="checkbox"/> | Addendum No. 1 | <input type="checkbox"/> | Addendum No. 6 |
| <input type="checkbox"/> | Addendum No. 2 | <input type="checkbox"/> | Addendum No. 7 |
| <input type="checkbox"/> | Addendum No. 3 | <input type="checkbox"/> | Addendum No. 8 |
| <input type="checkbox"/> | Addendum No. 4 | <input type="checkbox"/> | Addendum No. 9 |
| <input type="checkbox"/> | Addendum No. 5 | <input type="checkbox"/> | Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that 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.

HealthPRO Heritage, LLC

Company



Authorized Signature

9/12/2023

Date

NOTE: This addendum acknowledgement 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

Proc Folder: 1281126			Reason for Modification:
Doc Description: VNF Therapy Services			
Proc Type: Central Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2023-08-29	2023-09-13 13:30	CRFQ 0613 VNF2400000003	1

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code:

Vendor Name : HealthPRO Heritage, LLC

Address : 307 International Circle, St. 100

Street :

City : Hunt Valley

State : MD **Country :** USA **Zip :** 21030

Principal Contact : Thomas Guild

Vendor Contact Phone: 410-667-7200 **Extension:**

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

Vendor Signature X  **FEIN#** 56-2139377 **DATE** 9/12/2023

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 WV Veterans Nursing Facility located in Clarksburg, WV, to establish an open-end contract for Skilled Rehabilitation Therapy Services per the attached specifications and documentation.

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Occupational Therapist Services	5000 Hours	Per Hour	\$80.00	\$400,000.00

Comm Code	Manufacturer	Specification	Model #
85122102			

Extended Description:

As Per Specifications Section 10.2 The Pricing Page Exhibit "A" must be used to input your pricing if submitting electronic bid.

Occupational Therapy for residents of WVNPF. See solicitation specifications for details.

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Occupational Therapist Assistant	800 Hours	Per Hour	\$55.00	\$44,000.00

Comm Code	Manufacturer	Specification	Model #
85122102			

Extended Description:

As Per Specifications Section 10.2 The Pricing Page Exhibit "A" must be used to input your pricing if submitting electronic bid.

Occupational Therapist Assistant for residents of WVNPF. See solicitation specifications for details.

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Physical Therapist Services	1500 Hours	Per Hour	\$80.00	\$120,000.00

Comm Code	Manufacturer	Specification	Model #
85122101			

Extended Description:

As Per Specifications Section 10.2 The Pricing Page Exhibit "A" must be used to input your pricing if submitting electronic bid.

Physical Therapy for residents of WVVNF. See solicitation specifications for details.

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Physical Therapist Assistant	3200 Hours	Per Hour	\$55.00	\$176,000.00

Comm Code	Manufacturer	Specification	Model #
85122101			

Extended Description:

As Per Specifications Section 10.2 The Pricing Page Exhibit "A" must be used to input your pricing if submitting electronic bid.

Physical Therapist Assistant Services for residents of WVVNF. See solicitation specifications for details.

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Speech-Language Pathologist	400 Hours	Per Hour	\$80.00	\$32,000.00

Comm Code	Manufacturer	Specification	Model #
85122108			

Extended Description:

As Per Specifications Section 10.2 The Pricing Page Exhibit "A" must be used to input your pricing if submitting electronic bid.

Speech- Language Therapy services for residents of WVNF. See solicitation specifications for details.

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Vendor TECHNICAL questions due by 11:00 am., est.	2023-09-07

	Document Phase	Document Description	Page
VNF240000003	Draft	VNF Therapy Services	5

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 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 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 emails should have the solicitation number in the subject line.

Question Submission Deadline: September 7, 2023, at 11:00 am., est.

Submit Questions to: David Pauline, Senior Buyer
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-3970
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 on or before the date and time of the bid opening listed in section 7 below. Vendors can submit bids electronically through wvOASIS, in paper form delivered to the Purchasing Division at the address listed below either in person or by courier, or in facsimile form by faxing to the Purchasing Division at the number listed below. Notwithstanding the foregoing, 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. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via email. Bids submitted in paper or facsimile form must contain a signature. Bids submitted in wvOASIS are deemed to be electronically signed.

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.

For Request for Proposal ("RFP") Responses Only: Submission of a response to a Request for Proposal is not permitted in wvOASIS. In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal prior to the bid opening date and time identified in Section 7 below, plus N/A convenience copies of each to the Purchasing Division at the address shown below. Additionally, the Vendor should clearly identify and segregate the cost proposal from the technical proposal in a separately sealed envelope.

Bid Delivery Address and Fax Number:

Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130
Fax: 304-558-3970

A bid submitted in paper or facsimile form should contain the information listed below on the face of the submission envelope or fax cover sheet. Otherwise, the bid may be rejected by the Purchasing Division.

VENDOR NAME: HealthPRO Heritage, LLC
BUYER: Kansas Department of Administration, Purchasing Division
SOLICITATION NO.: CRFQ 0613 VNF2400000003
BID OPENING DATE: 9/14/2023
BID OPENING TIME: 1:30 PM, EST
FAX NUMBER: 410-667-7207

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: September 13, 2023, at 1:30 pm., est.

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

8. ADDENDUM ACKNOWLEDGEMENT: Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

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

10. 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: 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: 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 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. 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.

23. EMAIL NOTIFICATION OF AWARD: The Purchasing Division will attempt to provide bidders with e-mail notification of contract award when a solicitation that the bidder participated in has been awarded. For notification purposes, bidders must provide the Purchasing Division with a valid email address in the bid response. Bidders may also monitor WV OASIS or the Purchasing Division's website to determine when a contract has been awarded.

24. ISRAEL BOYCOTT CERTIFICATION: Vendor's act of submitting a bid in response to this solicitation shall be deemed a certification from bidder to the State that bidder is not currently engaged in, and will not for the duration of the contract, engage in a boycott of Israel. This certification is required by W. Va. Code § 5A-3-63.

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, 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: The Initial Contract Term will be for a period of (1) One Year _____
XXXXXXXXXXXXXXXXXXXX. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

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 (3) Years _____ 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:

the contract will continue for _____ years;

the 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).

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.

Construction/Project Oversight: This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and continues until the project for which the vendor is providing oversight is complete.

Other: Contract Term specified in _____

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/Award Document 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.

Construction: This Contract is for construction activity more fully defined in the specifications.

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 in this section must be provided to the Purchasing Division by the Vendor as specified:

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.

As described in the specifications

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 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 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: \$100,000.00 per occurrence.

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

9. WORKERS' COMPENSATION INSURANCE: 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. VENUE: All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

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.

Liquidated Damages Are Not Included in this Contract.

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: Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

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, included in the Contract, 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. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

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 regarding 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 NON-CONFLICT: Neither Vendor nor its representatives are permitted to have any interest, nor shall they 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.

Revised 11/1/2022

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. NO DEBT CERTIFICATION: 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. By submitting a bid, or entering into a contract with the State, Vendor is affirming 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, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

38. 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.

39. 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.

40. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

41. 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.
- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
 1. 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
 2. 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.

42. 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.

43. 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 disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work 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.

44. 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.

45. VOID CONTRACT CLAUSES: This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

46. ISRAEL BOYCOTT: Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of 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.

(Printed Name and Title) Thomas Guild, Executive Vice President

(Address) 307 International Circle, Suite 100, Hunt Valley, MD 21030

(Phone Number) / (Fax Number) PHONE: 410-667-7200 FAX: 410-667-7207

(Email address) tguild@healthpro-heritage.com

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through WVOASIS, I certify that: I have reviewed this Solicitation/Contract 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/Contract 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 this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; 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; 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.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

HealthPRO Heritage, LLC

(Company) _____

(Signature of Authorized Representative)

Thomas Guild, Executive Vice President 9/11/2023

(Printed Name and Title of Authorized Representative) (Date)

PHONE: 410-667-7200 FAX: 410-667-7207

(Phone Number) (Fax Number)

tguild@healthpro-heritage.com

(Email Address)

REQUEST FOR QUOTATION – CRFQ VNF24*03
SKILLED REHABILITATION THERAPY SERVICES

SPECIFICATIONS

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Veterans Nursing Facility located at One Freedom Way, Clarksburg WV 26301 to establish an open-end contract for Skilled Rehabilitation Therapy Services, six (6) days a week.

The WVVNF is a 120 bed Long Term Care Skilled Nursing Facility

- 2. DEFINITIONS:** The terms listed below have the meanings assigned to them below. Additional definitions can be found in Section 2 of the General Terms and Conditions.
- 2.1. “Contract Services”** means Skilled Rehabilitation Therapy Services to include, Occupational, Speech, and Physical Therapy services for the residents of the WV Veterans Nursing Facility.
 - 2.2. “Pricing Page”** means the pages upon which Vendor must list its proposed price for the Contract Services. The Pricing Page is attached hereto as Exhibit “A”.
 - 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. “WVVNF”** means WV Veterans Nursing Facility
 - 2.5. “QI/QA”** means Quality Assurance and Quality Indicators
 - 2.6. “MDS”** means Minimum Dataset
 - 2.7. “Interdisciplinary Care Plan Team”** means a group of at least one team member of each area within WVVNF such as Dietary, Social Work, Activities, Respiratory, Doctor, Therapy, etc. that meets to discuss the plan of care of the resident.

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3. QUALIFICATIONS OF VENDOR: Vendor must have the following minimum qualifications:

- 3.1. Business licenses and/or certification required by law to provide Skilled Rehabilitative Therapy Services.
- 3.2. Vendor must verify current licenses/certification and obtain copies for the personnel file.
- 3.3. Vendor must present licenses and/or certification within four (4) hours of WVNF request.
- 3.4. Providing an employee to WVNF who has a probationary or suspended license may be cause for contract termination.
- 3.5. Vendor shall have a minimum of three (3) years' experience in the Nursing Facility setting.
- 3.6. Vendor must be able to provide references upon request of WVNF.

4. QUALIFICATIONS OF OCCUPATIONAL THERAPIST AND

OCCUPATIONAL THERAPIST ASSISTANT: Occupational Therapist and Occupational Therapist Assistant must have the following licenses/certifications; knowledge and understanding to include the following:

- 4.1. Must be licensed as an Occupational Therapist in the State of West Virginia.
- 4.2. Must be a Certified Occupational Therapy Assistant in the State of West Virginia.
- 4.3. Must comply with the West Virginia State Board of Occupational Therapy Examiners Rules and Regulations.
- 4.4. Must comply with the West Virginia Administrative Code Statutes governing in Occupational Therapy.
- 4.5. Must comply with the West Virginia revised statutes governing Occupational Therapy.
- 4.6. Must be familiar with the Occupational Safety Health Association (OSHA) regulations.

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5. QUALIFICATIONS OF PHYSICAL THERAPIST AND PHYSICAL THERAPIST ASSISTANT: Physical Therapist and Physical Therapist Assistant must have the following licenses/certifications; knowledge and understanding to include the following:

- 5.1. Must be licensed as a Physical Therapist in the State of West Virginia.
- 5.2. Must comply with the West Virginia State Board of Physical Therapy Rules and Regulations.
- 5.3. Must comply with the West Virginia Administrative code statutes governing Physical Therapy.
- 5.4. Must comply with the revised statutes governing Physical Therapy.
- 5.5. Must be familiar with the Occupational Safety Health Association (OSHA) regulations.

6. QUALIFICATIONS OF SPEECH-LANGUAGE PATHOLOGIST: Speech-Language Pathologist must have the following licenses/certifications; knowledge and understanding to include the following:

- 6.1. Must be licensed as a Speech-Language Pathologist in the State of West Virginia.
- 6.2. Must have certification in clinical competence in speech language pathology granted by the American Speech and Hearing Association.
- 6.3. Must comply with the West Virginia Administrative Code Statutes governing Speech Pathology.
- 6.4. Must be familiar with the Occupational Safety Health Association (OSHA) regulations.

7. MANDATORY CONTRACT SERVICES REQUIREMENTS AND DELIVERABLES: Contract Services must meet or exceed the mandatory requirements listed below:

7.1. **OCCUPATIONAL THERAPY SERVICES:** The Occupational Therapist must perform the following services to include the following:

- 7.1.1. Provide occupational (clinical) therapy as prescribed by the resident's attending physician.

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SKILLED REHABILITATION THERAPY SERVICES

- 7.1.2. Incorporate the occupational therapy program with the resident’s total plan of care.
- 7.1.3. Coordinate occupational therapy services with the resident’s attending physician and the WVVNF nursing staff.
- 7.1.4. Participate in in-service training programs for nursing services and other related services. In-service training programs are held at the WVVNF. All in-service training materials will be provided at the cost of the WVVNF.
- 7.1.5. Attend and participate in resident assessment and care planning meetings as necessary.
- 7.1.6. Provide written, dated and signed reports of each consultation visit to the Nursing Supervisor. Such reports will contain the therapist’s:
 - A. Findings
 - B. Recommendations
 - C. Plans for implementation.
 - D. Plans for continued assessments.
- 7.1.7. Assist the attending physician in an evaluation of a resident’s level of function by applying diagnostic and prognostic tests.
- 7.1.8. Maintain the confidentiality of resident information as established by the WVVNF and HIPAA policies and procedures.
- 7.2. **OCCUPATIONAL THERAPIST ASSISTANT:** The Occupational Therapist Assistant must perform the following services to include the following:
 - 7.2.1. Help residents with rehabilitative activities and exercises outlined in treatment plan developed in collaboration with an occupational therapist.
 - 7.2.2. Record residents’ progress for the Occupational Therapist.
 - 7.2.3. Maintain a safe and therapeutic environment; clean assigned areas and equipment; inspect equipment to ensure safe working conditions and provide routine maintenance; store materials and supplies properly to preserve quality and maintain clinic appearance; inventory consumables; and procure necessary materials and equipment to implement therapeutic programs.

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- 7.2.4. Maintain the confidentiality of resident information as established by the WVVNF and HIPAA policies and procedures.
- 7.3. **PHYSICAL THERAPY SERVICES:** The Physical Therapist must provide physical therapy as prescribed by the resident's attending physician and will be responsible for performing the following services to include the following:
 - 7.3.1. Render therapy services to our residents in order to prevent deformities and reduce liabilities.
 - 7.3.2. Coordinate physical therapy services with nursing and other support services.
 - 7.3.3. Assist the resident in attaining his/her highest practicable level of function.
 - 7.3.4. Develop and participate in in-service training programs for nursing services and other related services. In-service training programs are held at the WVVNF on a monthly basis. All training materials will be provided at the cost of the WVVNF.
 - 7.3.5. Attend and participate in resident assessment and care planning meetings as necessary.
 - 7.3.6. Provide written, dated and signed reports of each consultation visit to the Nursing Supervisor. Such reports will contain the therapist's:
 - A. Findings
 - B. Recommendations
 - C. Plans for implementation.
 - D. Plans for continued assessments.
 - 7.3.7. Keep the resident's attending physician informed of the resident's progress and make appropriate recommendations.
 - 7.3.8. Maintain the confidentiality of resident information as established by the WVVNF and HIPAA policies and procedures.
- 7.4. **PHYSICAL THERAPY ASSISTANT:** The Physical Therapy Assistant will be responsible for performing the following services to include the following:
 - 7.4.1. Assist physical therapist in providing services that help improve mobility, relieve pain, and prevent or limit permanent physical disabilities.
 - 7.4.2. Maintain the confidentiality of resident information as established by the WVVNF and HIPAA policies and procedures.

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7.5. PHYSICAL THERAPY ASSISTANT: The Physical Therapy Assistant will be responsible for performing the following services to include the following:

- 7.5.1. Assist physical therapist in providing services that help improve mobility, relieve pain, and prevent or limit permanent physical disabilities.
- 7.5.2. Maintain the confidentiality of resident information as established by the WVNF and HIPAA policies and procedures.

7.6. SPEECH THERAPY SERVICES: The Speech-Language Pathologist must perform the following services to include the following:

- 7.6.1. Provide services as prescribed by the resident's attending physician.
- 7.6.2. Plan, organize and direct speech pathology programs that meet the resident's needs.
- 7.6.3. Coordinate services with the attending physician and nursing services.
- 7.6.4. Incorporate speech programs into the resident's total care plan.
- 7.6.5. Enter written notes in the resident's medical record after each treatment. Notes must indicate the treatment performed and the reaction of the resident to the treatment. Notes must be signed by the speech pathologist or audiologist.
- 7.6.6. Provide written, dated and signed reports of each consultation visit to the Nursing Supervisor. Such reports must contain the therapist's:
 - A. Findings.
 - B. Recommendations.
 - C. Plans for implementation.
 - D. Plans for continued assessments.
- 7.6.7. Instruct other health team personnel and family members in methods of assisting the resident to improve or correct a speech or swallowing disorder.
- 7.6.8. Vendor shall have certification in clinical competence in speech language pathology granted by the American Speech and Hearing Association. Certification shall be provided upon request.
- 7.6.9. Maintain the confidentiality of resident information as established by the WVNF and HIPAA policies and procedures.

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8. OTHER GENERAL VENDOR REQUIREMENTS:

- 8.1.** All staff assigned to WVVNF, pursuant to this agreement will, for all purposes, be considered an employee of the Vendor only. The Vendor must assume sole and exclusive responsibility for the payment of wages and any benefits to the employees providing services to WVVNF.
- 8.2.** Vendor must ensure that all employees assigned to work at WVVNF have an annual physical and tuberculosis (TB) screening before commencing work and yearly thereafter. The physical and TB screening will be performed at and provided by WVVNF.
- 8.3.** Vendor and Therapists must maintain the confidentiality of resident information as established by HIPAA as well as WVVNF policies and procedures.
- 8.4.** Vendor must assign a Program Manager to assume responsibility for the supervision of the rehabilitation services. The Program Manager will be the contact person required to respond to any circumstances requiring assistance and/or coordination of services. The Program Manager may be a licensed therapist assigned to the facility.
- 8.5.** Vendor must provide rehabilitative services to WVVNF Veterans and members at least six (6) days a week, Monday through Saturday, 7 am – 7 pm, or as otherwise instructed by WVVNF.
- 8.6.** Vendor must provide physical, occupational and speech therapy services in accordance with the attending physician's orders and treatment plan.
- 8.7.** Vendor must work with Physicians, Nurses, Physical Therapists, Occupational Therapists, Dietary Consultants and any other WVVNF care and/or rehabilitative services in determining care planning and treatment modalities.
- 8.8.** Vendor must assess resident progress and response to treatment and participate as necessary in care plan reviews with the interdisciplinary care plan team.
- 8.9.** Vendor must provide home assessments for potential discharges and report outcomes to the interdisciplinary team.

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- 8.10. Vendor must provide oversight of wheelchair clinic, and maintain inventory of wheelchairs, equipment and accessories (assigned and unassigned).
- 8.11. Vendor must determine rehabilitation goals for each resident based on their needs, relative to their physical and mental level of functioning, their overall care plan and preferences.
- 8.12. Program Manager must be available to attend meetings and work with the Administrative and Nursing staff to ensure that the rehabilitation program is meeting facility goals and objectives. Program manager will assist with marketing, surveys, provide in-service, assist with pre-admission screenings, provide staff training, monitor QI/QA, provide outcome measurements and resident satisfaction surveys and complete other assignments as designated by the Administrator or Assistant Administrator.
- 8.13. The Regional Director must perform clinical and regulatory reviews and submit quarterly reports for quality assurance.
- 8.14. The Program Manager will provide additional documentation regarding the services provided, upon the request of the WVNF Administrator.
- 8.15. Vendor must provide recommendations for staffing patterns appropriate to the rehabilitation caseload.
- 8.16. Vendor must monitor productivity and efficiency of rehabilitation service staff.
- 8.17. Vendor must maintain records of patient service, utilize tracking systems, forms, etc. and have detailed polices on completion of these records.
- 8.18. Vendor must verify all services through documentation in the resident's clinical record in accordance with best practice in the field.
- 8.19. Vendor must provide any documentation upon inquires of Medicare, Medicaid and other third-party payers for services provided.
- 8.20. Offers ability to provide therapy information for MDS data collections based on state, BA, and Federal guidelines.
- 8.21. Vendor must provide services within the budgetary limits as defined by WVNF.
- 8.22. Vendor must provide a copy of their corporate compliance manual/program at the request of WVNF.

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- 8.23. Vendor must meet WVVNF's requirements for health screening and documentation of immunizations.
- 8.24. Vendor must provide marketing support of the therapy program and the facility.
- 8.25. Vendor must provide continuous services to the WVVNF during the term of this contract and in accordance therewith, arrange to provide the services of another therapist during any absence(s), vacation(s), period of illness(s), or limited period when the therapist is not available.
- 8.26. Vendor must complete comprehensive clinical audits on at least a monthly basis. Documentation will be reviewed for clinical reasoning, technical accuracy, and medical necessity. WVVNF may conduct unannounced documentation reviews. Should the result(s) fall below the standards agreed upon by the Vendor and WVVNF, a formalized plan of corrections must be instituted. Audits must be reviewed with the Administrator or Assistant Administrator.
- 8.27. Vendor must provide WVVNF statistical information for cost reporting.
- 8.28. Vendor must provide and maintain written documentation in individual charts of patient treatment, progress and evaluations in accordance with WVVNF policies and procedures, and in accordance with requirements of Federal and State governmental agencies and/or other third-party payers.
- 8.29. Vendor and vendor personnel assigned to WVVNF must follow WVVNF work policies, standards and procedures at all times and conform in all respects with regard to physical, fire and security regulations while on the premises of the WVVNF.
- 8.30. All personnel assigned by vendor must attend the 3-day WVVNF employee orientation at WVVNF annually as instructed by WVVNF staff development personnel. Time spent in training shall be billed at each individual's regular hourly rate.
- 8.31. All personnel assigned must be employees of the Vendor at the time of any specific work assignment to the WVVNF.
- 8.32. Before making a referral of one of its employees, vendor must assure that the individual being referred has, at a minimum, the qualifications for the required assignment and is able to perform the duties required by the WVVNF.

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- 8.33. Personnel provided by the vendor must follow WVVNF rules, to include but not limited to the following:
- A. No smoking is allowed on the premises.
 - B. Interacting cordially with WVVNF personnel and residents.
 - C. Responding professionally to WVVNF supervisory personnel.
 - D. Following other State/WVVNF rules as required.
 - E. Parking in WVVNF assigned locations when reporting for duty.
- 8.34. When reappointing a licensed independent practitioner, the vendor must review such individual's record for experience.
- 8.35. Vendor must systematically assess whether individual with clinical privileges act within the scope of work.
- 8.36. Upon request, Vendor must provide copies of credential records and applications to the WVVNF Purchasing Office for each licensed practitioner providing services at WVVNF.
- 8.37. Vendor must comply with WVVNF internal therapy authorization process and all policies and procedures. WVVNF will provide policies and procedures upon award of the resultant contract.
- 8.38. Vendor must submit the following written monthly reports, at a minimum, to WVVNF.
- A. A full statement of services indicating services rendered, the name of resident treated, time expended by minutes per resident, broke out by discipline and payer source (Medicare B and Private Pay).
 - B. Vendor must provide the monthly billing logs within two (2) business days of the month end.
- 8.39. Vendor must inform WVVNF in writing and receive approval prior to initiating any significant changes in procedure related to patient care, billing and/or scope of work.
- 8.40. Vendor must maintain security over all records, reports and related material(s) and will release such information only in a manner authorized by WVVNF.
- 8.41. Vendor must bill Medicare Part B for services rendered and must provide proof that they are a provider of Medicare Part B prior to award of contract.

9. AGENCY (WVVNF) RESPONSIBILITIES:

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- 9.1. Agency will provide office and treatment space to the vendor, as necessary for the purpose of rendering services as outlined in the contract. Agency shall supply and furnish the basic equipment necessary for the proper operation of rehabilitative services.
- 9.2. Agency shall provide a computer for vendors use. All information technology policies shall apply.
- 9.3. Agency shall provide all internal policies and procedures to the vendor upon award of the resultant contract.

10. CONTRACT AWARD:

- 10.1. **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 Page.
- 10.2. **Pricing Page:** Vendor should complete the Pricing Pages (Exhibit A) by listing Hourly Rate Amount for each line item and the extended Amount for each item listed (individual Hourly Rate (x) estimated Number of Hours per year as listed for each item), and overall total cost (this number should come from the estimated Number of Hours per Year totals). Vendor should complete the Pricing Pages (Exhibit A) in their entirety as failure to do so may result in Vendor’s bid being disqualified.

Vendors should type or electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address: david.h.pauline@wv.gov

PLEASE READ THIS SECTION IN ITS ENTIRETY:

IF VENDOR IS SUBMITTING AN ELECTRONIC BID:

Vendor MUST complete the ATTACHED Pricing Page, Exhibit A. If bidding electronically, Vendor is to put \$0.00 on the commodity line in wvOASIS, complete the Excel Pricing Page, and upload into wvOASIS as an attachment. Only pricing submitted via Exhibit A Pricing Page will be evaluated for award.

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- 11. 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 must perform in accordance with the release orders that may be issued against the Contract.
- 12. PAYMENT:** Agency shall pay hourly rate, as shown on the Pricing Pages, for all Contract Services performed and accepted under this Contract. Vendor must accept payment in accordance with the payment procedures of the State of West Virginia.
- 13. TRAVEL:** Vendor will 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 separately.
- 14. 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:
- 14.1.** Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
 - 14.2.** Vendor must be responsible for controlling cards and keys and must pay replacement fee, if the cards or keys become lost or stolen.
 - 14.3.** Vendor must notify Agency immediately of any lost, stolen, or missing card or key.
 - 14.4.** Anyone performing under this Contract will be subject to Agency's security protocol and procedures.
 - 14.5.** Vendor must inform all staff of Agency's security protocol and procedures.
- 15. VENDOR DEFAULT:** The following shall be considered a vendor default under this Contract.
- 15.1.** Failure to perform Contract Services in accordance with the requirements contained herein.
 - 15.2.** Failure to comply with other specifications and requirements contained herein.
 - 15.3.** Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

REQUEST FOR QUOTATION – CRFQ VNF24*03
SKILLED REHABILITATION THERAPY SERVICES

15.4. Failure to remedy deficient performance upon request.

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

- A. Cancellation of the Contract.
- B. Cancellation of one or more release orders issued under this Contract.
- C. Any other remedies available in law or equity.

16. MISCELLANEOUS:

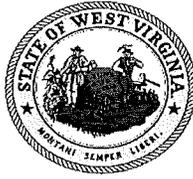
16.1. Contract Manager: During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor’s responsibilities under this Contract. The Contract Manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: Thomas Guild, EVP

Telephone Number: 410-667-7200

Fax Number: 410-667-7207

Email Address: tguild@healthpro-heritage.com



*West Virginia Department of Veterans Assistance
 West Virginia Veterans Nursing Facility
 One Freedoms Way
 Clarksburg, WV 26301*

CRFQ VNF24*03 - Exhibit A - Skilled Rehabilitative Therapy Services Pricing Page

LN	Item	DESCRIPTION	ESTIMATED USAGE PER YEAR (Hours)	U/M	UNIT PRICE	AMOUNT
1	4.1.1	Occupational Therapist Services	5000	Hour	\$ 80.00	\$ 400,000.00
2	4.1.2	Occupational Therapist Assistant	800	Hour	\$ 55.00	\$ 44,000.00
3	4.1.3	Physical Therapist Services	1500	Hour	\$ 80.00	\$ 120,000.00
4	4.1.4	Physical Therapist Assistant	3200	Hour	\$ 55.00	\$ 176,000.00
5	4.1.5	Speech Therapist Services	400	Hour	\$ 80.00	\$ 32,000.00
TOTAL						\$ 772,000.00

Vendor:	HealthPRO Heritage, LLC
Address:	307 International Circle, Suite 100
	Hunt Valley, MD 21030
Phone:	410-667-7200
Email:	tguild@healthpro-heritage.com
Signature:	

*****Charges are according to schedule by the Each, Day, Month, ETC...*****
*****ALL ORDER QUANTITIES ARE ESTIMATED AND FOR BIDDING PURPOSES ONLY*****
*****DO NOT ALTER ESTIMATED USAGE*****

HealthPRO Heritage
307 International Circle, Suite 100
Hunt Valley, MD 21030
410-667-7200

Primary Contact:

Rob Mitchell
VP Business Development
325-226-1791
rmitchell@healthpro-heritage.com

SOLICITATION NO. CRFQ 0613 VNF2400000003

Dear Leadership Team at West Virginia Veterans' Nursing Facility,

HealthPRO Heritage is pleased for the opportunity to submit this proposal for comprehensive physical, occupational, and speech therapy services for the West Virginia Veterans' Nursing Facility (WVVNF).

HealthPRO Heritage has supported Veterans' Homes and other government, private, for-profit, and not-for-profit sites across the country for 25 years. We serve more than 560 skilled nursing facilities, 680 senior housing communities, and 760 home health providers in 44 states and partner with 11 Veterans' Homes across six different states.

As a national clinical services provider, we are renowned for our partnership approach to delivering extraordinary clinical services that holistically address the evolving needs of a growing senior populace. A partnership with HealthPRO Heritage will enable the West Virginia Veterans' Nursing Facility to continue its tradition of superior care for its state's veterans.

In response to this WVVNF CRFQ, HealthPRO Heritage agrees with all terms, specifications, and requirements outlined in the CRFQ document, and look forward to your team's decision!

Sincerely,

Robert Mitchell

EXPERIENCE AND EXPERTISE

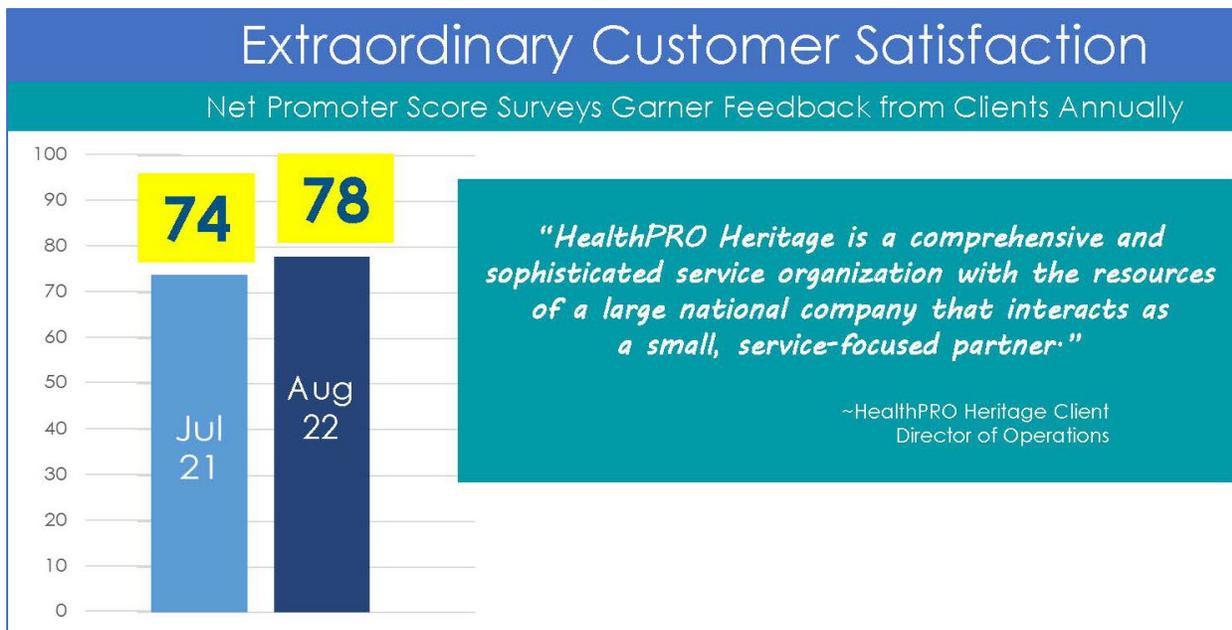
HealthPRO Heritage is a national rehab and health innovations company supporting providers with services and programs that drive quality outcomes. Our team takes pride in our truly unique approach to partnering with skilled nursing facilities, as we are committed to developing long-term collaborative partnerships which consistently surpass the expectations of those we serve.

With 25 years' experience, HealthPRO Heritage enjoys a reputation as a compliance-focused provider to some of the most respected skilled nursing operators in the country. Founded in 1997 at the inception of PPS, we have evolved to become a full-service partner with deep expertise in delivering an array of solutions to support Acute Care, Skilled Nursing, Memory Care, CCRC, PACE, Hospice, and Medicare-Certified Home Health organizations. We proudly partner with more than **560** skilled nursing facilities, **680** senior housing communities, and **760** home health providers in **44** states (including West Virginia) to deliver a broad spectrum of customized resources and solutions. including therapy management services.



HealthPRO Heritage has evolved to become an industry leader by focusing on two fundamental goals: (1) to deliver extraordinary rehab services and above-average outcomes, and (2) to be an indispensable, collaborative partner by also driving clients' facility-wide success. As such, HealthPRO Heritage substantially invests in meaningful resources, tools, and expertise to support the best interests of clients like WVNF, that enable us to deliver outcomes that exceed industry averages.

Also, our client's satisfaction scores are measured via annual Net Promoter Score surveys. Conducted annually, this objective tool demonstrates clients' approval of our services, and feedback helps refine our customer service partnership approach year over year.



HealthPRO Heritage participates in national and international research grants, demonstration projects, and pilot studies in collaboration with clients and ancillary partners, provides guidance for national industry associations, serves on advisory boards, and oftentimes offers comment to leading industry media outlets.

HealthPRO Heritage belongs to and participates in many state and national associations on both the For-Profit and Non-For-Profit sides, including both LeadingAge and State Healthcare Associations, Argentum, and AHCA/NCAL. We also participate in more specialty organizations that support the work we do – for example, the International Council on Active Aging (ICAA), Advisory Board ([supports our data collection/reporting](#)), and the Health Care Compliance Association (HCCA) for which [our Chief Compliance Officer is HCCA Certified](#).

It is worth noting that a few key organizations where HealthPRO Heritage is not only a member/active participant but where HealthPRO Heritage’s leadership holds board-level positions. The insight and education shared through these organizations are priceless to our industry. We are able to quickly synthesize information and bring it back to our partners. These associations include:

ADVION - (formerly known as NASL – National Association for the Support of Long-Term Care), HealthPRO Heritage’s CEO, Maxine Hochhauser, holds a current Board Position, and two current employees are recognized as “Emerging Leaders.”

NAP - National Academies of Practice – HealthPRO Heritage’s Regional Program Manager, Michele Simler, has been appointed Speech Language Pathology Distinguished Public Policy Fellow.

APTA - American Physical Therapy Association – HealthPRO Heritage Program Manager, Gretchen Jackson, is the Chief Delegate of Geriatric Physical Therapy. Lastly, of significant importance are two additional HealthPRO Heritage resources that positively contribute to the education and training of our staff and, subsequently, add value to the HealthPRO Heritage relationship, include:

- HealthPRO Heritage’s VP of Clinical Strategy, Elisa Bovee, is currently contracted with Rainmakers Solutions, who is contracted directly with CMS to manage and update the RAI Manual and Item Set. This provides HealthPRO Heritage with valuable information in terms of training and compliance preparation.

- Dana Montenaro, RN, VP of Clinical Reimbursement, is a Master Certified RAC-CT Trainer through AANAC - American Association of Nurse Assessment Coordination. This allows us to ensure that all our Regional operators are RAC-certified and can support the MDS care planning and reimbursement process. Furthermore, Dana internally runs our TeleMDS hotline that supports our customers with any MDS/Reimbursement questions.

HealthPRO Heritage is proud to be the only rehab services provider to earn the distinction of being a legacy Ziegler/Link-Age Longevity Fund investment because of our forward-facing approach to market. Less than a decade ago, we were almost entirely focused on services to residents residing in skilled nursing homes. Today, in response to the changing wants and needs of a new generation of consumers (and their well-informed loved ones), we continue to advance service delivery and programming for those living outside of skilled care settings, supporting an ever-increasing number of seniors in congregate and independent living environments.

HealthPRO Heritage team members are among the industry's most well-prepared rehab professionals. Regional Operators, Rehab Directors, and staff clinicians are empowered with extensive support, education, and resources. Frontline rehab professionals are encouraged to work at the top of their licenses and leverage their own clinical judgment to maximize patient outcomes and experience.

HealthPRO Heritage's proprietary clinical programs provide the framework for evidence-based therapy services across many diagnostic groups, and their integrated performance tracking proves the efficacy of their use to achieve excellent patient outcomes. Our clinicians are also highly trained to ensure community success (**for example, Regional Operators and most of our Rehab Directors are RAC-certified to support facilities' MDS processes and reimbursement**).

OPERATIONAL APPROACH

HealthPRO Heritage proudly provides details in support of our ability to deliver therapy management services inclusive of a well-defined method by which our experienced team intends to provide services that will meet the requirements stated in WVVNF's CRFQ. The following pages outline **Nine Operational Success Drivers** to offer WVVNF additional value and assure WVVNF of exceptional service and outcomes:

1. Execute a Solid Transition Plan & Staffing Design
2. Assure Retention of Talented Therapists for Years
3. Integration of a Dedicated On-Site
4. Establish Partnership, Communication & Strategic Planning
5. Tailor Clinical Programming to Meet WVVNF's Needs
6. Provide Education, Training & Resources for Therapists & WVVNF's Staff
7. Support Census Development & Strategy
8. Leverage Software, Reporting & Transparency
9. Medicare Part B Provider

SUCCESS DRIVER #1: Execute a Solid Transition Plan

HealthPRO Heritage will execute a proven, well-defined, proprietary **30-60-90 Day Transition Plan** for WVNF. This customizable transition plan has been used successfully by HealthPRO Heritage to initiate rehab services for hundreds of new clients. The plan provides guidance for staffing, operations, communication, strategy, and more and will serve to guide WVNF and HealthPRO Heritage teams in collaborating to achieve all success drivers through Day 90.

WVNF can expect onsite regional support as often as is necessary to achieve a smooth transition during initial program launch. Thereafter, members of the entire designated team of subject-matter experts will provide on-site and remote IDT support and education as needed to drive the clinical, reimbursement, and regulatory goals identified in our Strategic Work Plan.

Staffing considerations are among the top priorities addressed via the *30-60-90 Day Transition Plan*. To assure optimal staffing strategy and design, with WVNF's guidance and recommendations, HealthPRO Heritage will interview current WVNF rehab staff and offer positions to qualified candidates, making accommodations for salary, benefits, and seniority requirements as needed. Additional full-time and part-time positions will be filled by our dedicated Recruiting Division and supplemental staffing if needed through augmented and existing regional per diem pools to ensure coverage for PTO, sick time, FMLA, etc. This strategy is made possible by HealthPRO Heritage's longstanding presence in West Virginia and understanding of the market.

HealthPRO Heritage will strive to maintain WVNF's staffing design as stated in WVNF's CRFQ addendum and will work collaboratively with WVNF on staffing requirements based on the census, resident's needs, and medical necessity: this applies to WVNF's short-term and long-term care.

Rehab services for WVNF will be available for up to 7 days per week and 365 days per year and will be adapted as required to meet the facility's needs. Rotating weekend and holiday coverage assignments will be supplemented by per diem staffing to ensure coverage. Patients will be assessed by a registered therapist within 24 hours of their arrival at WVNF, regardless of the day of the week on which they arrive.

All professionals will be licensed in accordance with Federal and West Virginia state law. Prior to providing services to WVNF, HealthPRO Heritage will provide the following for all staff:

- Proof of License/Certification
- TB Test
- Proof of Criminal Background Check
- Proof of Covid-19 Vaccination/Boosters

HealthPRO Heritage will comply with all policies, standards, procedures, and programs established by the WVNF.

SUCCESS DRIVER #2: Assure Retention of Therapists

In addition to our focus on supporting Rehab Directors, HealthPRO Heritage invests in frontline rehab professionals by offering competitive **salaries and benefits commensurate with West Virginia's market rate to ensure retention**, celebrate accomplishments, and provide multiple opportunities for professional growth. For example, staff are encouraged to pursue clinical specialties, participate in continuing education opportunities, and enroll in leadership programs.

Cyndi Torres, HealthPRO Heritage's VP of Recruiting, supports 14 experienced recruiters and two assistant recruiters (bringing 200+ years of combined experience). We employ best practices from across the industry to source and hire clinicians of all disciplines. Cyndi and her team are supported by our **VP of Talent Acquisition**, Susan Johnson. The Recruiting Division employs many sourcing activities to find qualified candidates for openings, including:

- i. Eblast/Call Blast/Text Recruiting/Postcard Solicitations
- ii. Job Board posting and resume mining with the following major job boards:
 - PandoLogic
 - Indeed
 - Career Builder
 - Glassdoor
 - Zip Recruiter
 - Google Hire
 - Monster
 - LinkedIn
 - Facebook
 - Arya
- iii. Robust Employee Referral Program
- iv. State Licensure Lists
- v. ICIMS Applicant Tracking System
- vi. Meet and Greets
- vii. Aggressive *Social Media* efforts



5 Reasons Why Therapists Choose HealthPRO Heritage

You enjoy helping others, collaborating with talented teams, and making a difference in people's lives. Now you can have all of that, plus the opportunity to pursue your Higher Calling! At HealthPRO Heritage, our clinicians don't just have a job... we have a Higher Calling!

Our clinicians are driven to accomplish something larger than themselves—whether you are a new grad or an experienced clinician, we are all here to support you to achieve your Higher Calling by fostering work environments that support growth, encourage fulfillment and make a difference in the lives we serve.

We get it, you want an organization that advocates for you while providing an enjoyable workplace to provide care. We believe we're that destination.

- 1 DIVERSIFIED SETTINGS**
HealthPRO Heritage provides care across 43 states in long-term care, senior living, home health, adult outpatient, PACE, and pediatrics [E], schools, outpatient, and ABA). This provides therapists ample opportunities to gain experience in various settings and locations.
- 2 ADVOCACY**
HealthPRO Heritage is a proactive advocate for the industry and our team members. We consistently meet with representatives and committees in Washington D.C. to fight against proposed regulations that negatively impact our team members and those we care for.
- 3 CLINICAL EDUCATION & TRAINING**
HealthPRO Heritage is a firm believer in continuous training and provides many opportunities for you to continue growing your career, which provides world-class service to our patients.
- 4 GRADUATE MENTORSHIP PROGRAM**
For new graduates, HealthPRO Heritage pairs you up with a seasoned mentor to help you onboard and get accustomed to your new rewarding career.
- 5 SUPPORTIVE LEADERSHIP**
Therapists are the foundation of HealthPRO Heritage. In fact, HealthPRO Heritage's leadership is made up of clinicians, so they know what it's like to walk in your shoes and support your personal and work interests.

When you join the HealthPRO Heritage team, we will support you to achieve your higher calling and be the clinician you were trained to be! If you are a passionate clinician looking to fulfill your higher calling, contact us today to explore career opportunities that would be a good fit for you!

Email us at careers@healthpro-rehab.com

HealthPRO Heritage is proud to share that of all therapists who apply for clinical positions, 78% of candidates will accept an employment offer.

Once hired, we invest heavily in our rehab clinicians by offering competitive salaries and benefits, recognizing accomplishments, and developing opportunities for professional growth. Our culture is incredibly important to our team and is supported by internal campaigns which celebrate what drives our people (HealthPRO Heritage's #HigherCalling campaign encourages staff to voice their "why" behind their choice to work in Aging Services, while another campaign, #Happy@HealthPROHeritage, features staff articulating what they like most about being a part of our team.)

In 2015, we launched our #HigherCalling campaign. Years later, this initiative continues to speak to everything we do, showing through the amazing outcomes we achieve with the countless lives we have the honor of serving.

HEALTHPRO WHY HERITAGE CHOOSE HERITAGE

At HealthPRO Heritage, *we are called.*

Therapy is not just a job, *it's our calling.*

Because we view our profession as a **Higher Calling**, we strive to create environments that support growth + encourage fulfillment for everyone involved – from our therapists, to our clients, to their residents and families. Underneath our job titles + duties, we are connected at a human level + driven to accomplish something beyond ourselves. It's that shared sense of purpose that motivates + unites our employees, resulting in our retention rate being among the best in the business, positively attributing to our consistency of care.

#HealthPROHeritageHigherCalling

Turnover Rate

Our overall national voluntary turnover rate - including full-time, part-time, and per diem staff and regions with above-average staffing challenges - is less than 10%. This outstanding statistic demonstrates how well HealthPRO Heritage's culture, mission, and vision translate to our ability to successfully attract and build extraordinary teams.

HealthPRO Heritage routinely surveys our team members to keep abreast of factors that impact or improve their work experience. Opportunities for clinical/professional growth and being recognized for efforts and accomplishments are among the most common responses.



As such, HealthPRO Heritage offers opportunities to acknowledge, reward, and empower staff, including:

EMPLOYEE ENGAGEMENT INITIATIVES

- Emerging Leaders Program
- Culture Keepers Champions
- Wellness Offerings
- Recognition Programs & Year-End Awards
- #Higher Calling and #Happy@HPH Campaigns

GROWTH & INNOVATION OPPORTUNITIES

- Specialty Hierarchies
- Educational Offerings
- Think Tank Platform for Idea Sharing
- Clinical Specialist Program

PROACTIVE & TRANSPARENT COMMUNICATION

- Feel Good Friday & World-Class Wednesdays
- Town Hall Virtual Meetings
- Staff Listening Sessions (across all sectors & roles)

SUCCESS DRIVER #3: Integration of a Dedicated On-Site Team

HealthPRO Heritage will train WVVNF therapy staff to be among the most well-prepared frontline rehab professionals in the industry. HealthPRO Heritage Regional Operators, Rehab Directors, and staff clinicians are empowered with limitless support, education, and resources and encouraged to fully integrate with WVVNF staff, serve as leaders, exercise clinical autonomy, and maximize patient care and customer service.

WVVNF will have a dedicated Rehab Director who will be a licensed clinician and will be selected with input from WVVNF leadership to ensure an appropriate “fit.” HealthPRO Heritage will prioritize intensive, ongoing education for WVVNF’s Rehab Director, who will be well-prepared to work with and provide reports to the leadership team of WVVNF in order to achieve WVVNF’s goals and objectives. The Rehab Director will be empowered to participate as an active member in Department Head, resident assessment, continuing Quality Assessment, care planning meetings, and any other meetings required by WVVNF. The Rehab Director will be responsible for the organizational structure and supervision of the Therapy Department, including the development and implementation of all policies and procedures, oversight of the wheelchair clinic, and recruitment, training, and allocation of rehab services staff. The Rehab Director will oversee the development of all rehab programs, develop/maintain the criteria for rehab standards of practice, and work collaboratively with other departments. The Rehab Director will also maintain and ensure in-service education for therapists and members of the IDT, assist in marketing efforts to enhance admission processes and census as well as support -- through action and example -- Human Resources policies and programs.

HealthPRO Heritage maintains processes, resources, and ongoing training for Rehab Directors to ensure these frontline clinical leaders have access to regular support from experts from our Operations, Clinical Strategies, Finance, Census Development, IT Systems, and Marketing Divisions. Uniquely, HealthPRO Heritage makes resources and experts directly available to every Rehab Director and, therefore, to WVVNF’s interdisciplinary team. Please see the graphic on the following page. This assures easy roll-out of clinical programs, initiatives, etc. Rehab Directors are trained to serve as conduits for these resources and are encouraged to pull in HealthPRO Heritage subject-matter experts to work alongside them to ensure the successful achievement of initiatives outlined in WVVNF’s customized *Strategic Work Plan*. Details RE: Strategic Work Planning process provided in the following pages.



Sherri Schultz, Senior Vice President of Operations, and Amanda Mattingly, Regional Vice President of Operations, to oversee a smooth operational transition at the onset of our partnership and ultimately be WVVNF’s primary points of contact for communication, customer service, and daily operations.

Sherri and Amanda will have primary responsibility for operationalizing our proposed partnership should we successfully emerge from this bidding process. WVVNF is to expect onsite regional support on a monthly basis, with more frequent on-site/virtual presence as needed to support ongoing staff education and clinical program implementation and to help drive the Therapy Department’s success. Additional experts to be dedicated to work collaboratively with WVVNF’s frontline rehab team to ensure the holistic achievement of WVVNF’s *Work Plan* objectives.

Biographies of WVNF's proposed dedicated team are provided as background here:**[Sherri Schultz MBA, Senior Vice President Operations](#)**

Sherri Schultz, Senior Vice President of Operations, is a Speech Language Pathologist and MBA with 31 years of experience in the post-acute care continuum, hospital, and healthcare industry. She is also RAC certified. Sherri has served in a senior leadership role for over 22 years and has a passion for patient advocacy. Sherri is responsible for the growth, performance, operations, and relationships of multiple SNFs, CCRCs, Hospitals, HHs, and Outpatients across the country. Sherri loves to collaborate with her customers and the team to make a difference in the lives of the people we serve.

[Amanda Mattingly, PTA, RAC-CT, CLT, Regional Vice President Operations](#)

Amanda Mattingly, Regional Vice President of Operations, is a dedicated and compassionate healthcare professional with a wealth of experience in all settings across the care continuum. As a licensed Physical Therapist Assistant, she has spent her career committed to improving the health and well-being of her patients through a combination of clinical expertise and patient-centered care. Amanda has led diverse teams to operational success while maintaining positive work environments. With a passion for employee engagement and customer service, Amanda fosters environments that lead to patient, employee and customer satisfaction. Her strengths include clinical programming, problem solving, employee engagement and customer service. Amanda's ability to analyze regional and facility-specific data leads to the success of both our partners and employees. Amanda resides in Winchester, Kentucky with her husband and two children.

[Kristy Yoskey, MOT, OTRL/L, RAC-CT, Senior Vice President Growth and Strategy](#)

As a strategy-oriented leader and consultant, Kristy meets the challenges of a rapidly changing healthcare environment with innovative clinical and financial strategies. With a heavy focus in the movement towards value-based care and population health models, Kristy helps clients differentiate themselves by leveraging data analytics, care redesign, and outcomes for true strategic partnerships.

Her primary goal in innovation and collaboration is to change the shape of the healthcare industry.

With more than 15 years of experience in strategy and consulting, Kristy has worked with hundreds of clients to optimize operational efficiency and reimbursement, population health, and payer and partner collaborations.

[Kristi Smith, MSPT, RAC-CT, Vice President of Clinical Strategy](#)

Kristi has more than a decade of experience in rehab management. Kristi's expertise includes operational oversight and support, clinical programming, and regulatory compliance. Kristi holds a Master of Physical Therapy Degree and has experience spanning acute care, outpatient, assisted and independent living, and long-term care.

Her passion for healthcare and payment reform shines every day when she is teaching and guiding others with innovative strategies for success. Kristi uses her warm-hearted nature to educate colleagues and advocate for residents.

[Alissa Vertes, SLP, CHC, Chief Compliance Officer](#)

Alissa is the company's Corporate Compliance Officer and is Board Certified in Healthcare Compliance by the HealthCare Compliance Association (CHC®). She has managed rehab departments across LTC/Hospital/Outpatient settings as a licensed SLP for over 20 years. Alissa is a national speaker on defensible documentation for rehab specialists and serves as a Compliance Committee Chair and internal compliance investigation team for multiple organizations. She is a specialist in companywide Internal/External Risk Assessments for rehab services and provides global oversight of HealthPRO Heritage's compliance and audit programs.

Corporate Support

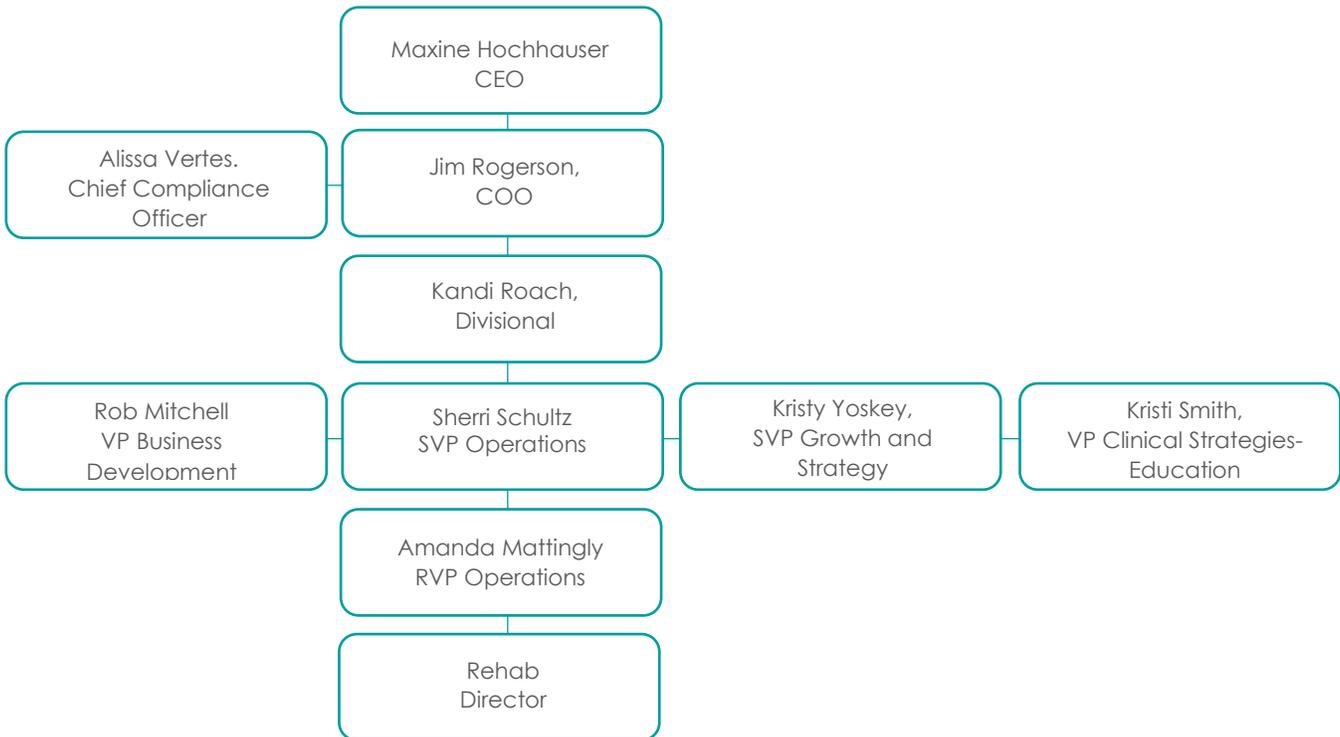
Robert Mitchell, PT, VP of Business Development, is WVNF's primary contact during this proposal process and will remain engaged should we be selected to partner with your organization. WVNF might find it noteworthy that Rob also holds the role of Vice President for Fundraising and Events within the Veterans' nonprofit organization known as Project Help.

Rob may be reached via email or phone at your convenience:

rmitchell@healthpro-heritage.com

325-226-1791

Additional corporate support to be provided by HealthPRO Heritage's Senior Leadership and Cross-Functional Teams as needed, illustrated below:



SUCCESS DRIVER #4: Partnership, Communication & Strategic Planning

Consistent execution and communication set HealthPRO Heritage apart amidst a revolving door of rehab-only companies. For example, HealthPRO Heritage works collaboratively with clients to develop facility- and administrative-level **Strategic Work Plans** to identify key objectives and track our performance over time.



Quarterly Strategic Partner Reviews gather HealthPRO Heritage and WVVNF teams to discuss progress-to-date and plan for future initiatives to drive organizational goals. Transparent performance reporting is reviewed and holds HealthPRO Heritage accountable for achieving well-defined goals. This approach has earned HealthPRO Heritage a reputation as an ancillary partner who “does what they say they’ll do.” Multiple case studies and testimonials are available that demonstrate HealthPRO Heritage’s consistent overall performance.

HealthPRO Heritage will invite WVVNF to participate in quarterly *Strategic Partnership Reviews* between all members of the HealthPRO Heritage team involved at WVVNF and your leadership team. The teams will review KPI reporting from NetHealth outcomes trends, *Roll-Up Reports* and assess/discuss progress towards WVVNF’s *Work Plan*, recommend workarounds where necessary, and strategize on shifting focus over time.

SUCCESS DRIVER #5: Tailor Clinical Programming to Meet WVVNF's Needs

HealthPRO Heritage will customize execution on our signature programs to meet WVVNF patients' needs. For example, **Defying Gravity, Clinical Grand Rounds, Safe Transitions, Restorative Nursing, Ageless Abilities**, and dozens of niche diagnosis-specific programs (e.g., neuro, ortho, cardiorespiratory, etc.) to be offered.

Success is assured because all clinical frameworks are turnkey and customized for WVVNF based on patient/resident acuity levels, needs, goals, etc. HealthPRO Heritage clinical programs are measured by tracking outcomes. Program performance to be routinely shared with WVVNF via regular reports and customized promotional resources (e.g.: collaterals, brochures, education materials, scorecards, website landing page content, and social media) to be custom-designed for WVVNF in support of program roll-outs and ongoing execution. Outcomes are also shared with current and potential referral sources in support of WVVNF's census and network development initiatives (and to reinforce the efficacy of cross-continuum referrals within WVVNF's regional network).

The roll-out and success of HealthPRO Heritage clinical programs are supported by comprehensive education and competency testing for HealthPRO Heritage staff and WVVNF's interdisciplinary team as needed.

Uniquely, telehealth services are also an option in situations where specially credentialed rehab specialists (e.g., lymphedema-certified therapists) are needed to provide care and education for patients who could not otherwise access services.

Please Note: **Details related to these proprietary programs are provided in Exhibits B-H.** Transparent reporting, multiple case studies, and testimonials are available upon request that showcase clinical efficacy and fiscal outcomes.

SUCCESS DRIVER #6: Provide Education, Training & Resources to WVVNF Staff

In the spirit of full partnership, HealthPRO Heritage **provides additional value for WVVNF** via customized education/training/mentorship support for WVVNF staff and leadership teams (in addition to ongoing therapist-specific training for our clinicians). HealthPRO Heritage is well-prepared to offer curated education support as often as monthly for WVVNF with tailored remote/onsite, live/virtual presentations/webinars according to the following proven best practices:

- First, identify training needs based on data and outcome trends and feedback from WVVNF leadership teams.
- HealthPRO Heritage to subsequently custom design 'intentional training' sessions to address WVVNF-specific goals.
- HealthPRO Heritage to share metrics and feedback to guide future training.
- Training needs, 'intentional training', and post-training reporting can be identified, tracked, and discussed during *Strategic Partner Review* meetings, on *High-Level Strategic Work Plans*, and/or on an ad hoc basis.

WVVNF and all therapy staff to also have unlimited access to all HealthPRO Heritage educational tools and resources related to clinical, reimbursement, compliance, regulatory, strategy, census, and marketing initiatives. HealthPRO Heritage has amassed a vast library of educational and training resources that we are proud to share with WVVNF staff and leadership as needed. Details related to HealthPRO Heritage's proprietary **Monthly Education Calendar**, **PDPM University**, **TeleMDS**, **TeleDNS**, **CEU360**, **The PROReport Series** and are outlined in **Exhibit I**.

Please note that it is HealthPRO Heritage's intention to provide as much value as part of our partnership with WVVNF to support only the highest quality of care delivery and service to our state's veterans!

SUCCESS DRIVER #8: Software, Reporting & Transparency

HealthPRO Heritage uses a proprietary version of the NetHealth (formerly Rehab Optima) therapy EMR.

As previously mentioned, HealthPRO Heritage will invite WVNF to participate in quarterly *Strategic Partnership Reviews* at the facility and administrative levels. The teams will review KPI reporting from NetHealth outcomes trends, *Roll-Up Reports* and assess/discuss progress towards WVNF's administrative-level and facility-level *Work Plan*.

WVNF administrative and site leadership will be provided reporting from HealthPRO Heritage's proprietary Business Intelligence (BI) Dashboard. The system allows users to filter reporting to focus on key areas of interest. All qualitative and financial considerations are captured and readily accessed, including Payor Analysis, Clinical Outcomes, Census Health, and Length of Stay. The Dashboard provides real-time viewing of PDPM and managed care key performance indicators (revenue, length of stay, clinical outcomes, referral sources, discharge destinations, and much more). The **system projects end-of-month closeout performance from the first day of the month and progressively improves accuracy with progress through the month. This allows for active management of key performance drivers** (rather than retrospective analysis/reporting).

Financial performance trends help to identify IDT opportunities that can also be addressed with targeted education for the IDT.

HealthPRO Heritage tracks and trends key performance metrics related to each specific clinical program we implement. Our systems use Section GG as a data collection tool. This information is used to provide therapist-specific, location-specific, and/or region-specific education to optimize clinical and quality outcomes and mitigate any identified areas of compliance risk. Reporting on key performance indicators also allows us to compare client performance with national outcomes. Additional reports highlight opportunities for therapists to document specific clinical characteristics that could be observed during therapy interactions. For example, data is collected on wounds, pain, cognition, and swallowing/diets and is captured with mandatory supportive documentation. This information is shared with the IDT to ensure an understanding of all care needs and clinical characteristics that factor into reimbursement.

SUCCESS DRIVER #9: Medicare Part B Provider



Invoice

Account No.	
[REDACTED]	
Date	Number
08/31/2023	[REDACTED]
Service Dates	
08/01/2023 - 08/31/2023	

Site name and address

Remittance Address:

HealthPRO Management
Spectrum Acquisition, LLC - SNF
PO Box 69268
Baltimore, MD 212649268

Due Date	Terms
10/15/2023	Net 45 Days

Description	Quantity	Rate	Amount
PT - Physical Therapy	0000	Rate	0000
OT - Occupational Therapy	0000	Rate	0000
OT - Occupational Therapy Supervisor	0000	Rate	0000
ST - Speech Therapy	0000	Rate	000

Invoice Total \$ 0000

Time in Facility

Invoice No.: 2038281
Invoice Date: 08/31/2023
Service Dates: 08/01/2023 - 08/31/2023

Therapist name (PT - Physical Therapy)							
Labor Date	TIF Regular (\$Rate/hr)	TIF Overtime (\$0/hr)	Drive Time Regular (\$0/hr)	Drive Time Overtime (\$0/hr)	Hours	Miles (\$0/Mile)	Charges
08/26/2023	7h 46m	0m	0m	0m	7.77	0.00	\$000
Total: Therapist name:	7h 46m	0m	0m	0m	7.77	0.00	\$000

Therapist name (ST - Speech Therapy)							
Labor Date	TIF Regular (\$Rate/hr)	TIF Overtime (\$0/hr)	Drive Time Regular (\$0/hr)	Drive Time Overtime (\$0/hr)	Hours	Miles (\$0/Mile)	Charges
08/02/2023	2h 4m	0m	0m	0m	2.07	0.00	\$00
08/23/2023	2h 23m	0m	0m	0m	2.38	0.00	\$00
Total: Therapist name:	4h 27m	0m	0m	0m	4.45	0.00	\$000

Therapist name(OT - Occupational Therapy)							
Labor Date	TIF Regular (\$Rate/hr)	TIF Overtime (\$0/hr)	Drive Time Regular (\$0/hr)	Drive Time Overtime (\$0/hr)	Hours	Miles (\$0/Mile)	Charges
08/01/2023	8h 0m	0m	0m	0m	8.00	0.00	\$00
08/02/2023	8h 0m	0m	0m	0m	8.00	0.00	\$00
08/03/2023	8h 0m	0m	0m	0m	8.00	0.00	\$00
08/04/2023	8h 0m	0m	0m	0m	8.00	0.00	\$00
08/07/2023	8h 0m	0m	0m	0m	8.00	0.00	\$

Daily Treatment Log

Grouped by Therapist

Site: Site Name
 Therapist: Therapist name
 Date of Service: 8/31/2023

Patient Name (Last, First)	Disc	Payer Source	Start	End	Minutes	Units	Miss Reason
Patient Name	PT	Medicare Part B (NGS)			30	2	
	PT	Medicare Part B (NGS)			15	1	
	PT	Medicare Part B (NGS)			0	0	CANCELLED
	PT	Medicare Part A (NGS)			15	1	
	PT	Medicare Part B (NGS)			30	2	
	PT	Medicare Part B (NGS)			0	0	CANCELLED
	PT	Medicare Part B (NGS)			0	0	CANCELLED
	PT	Medicare Part B (NGS)			38	3	
	PT	Medicare Part B (NGS)			0	0	CANCELLED
	PT	Medicare Part B (NGS)			26	2	
	PT	Medicare Part B (NGS)			23	2	
	PT	Medicare Part A (NGS)			38	3	
	PT	Medicare Part B (NGS)			15	1	
	PT	Medicare Part A (NGS)			26	2	
	PT	Medicare Part B (NGS)			23	2	
	PT	Medicare Part B (NGS)			30	2	
	PT	Medicare Part A (NGS)			30	1	
	PT	Medicare Part B (NGS)			30	2	
	PT	Medicare Part A (NGS)			30	1	
	PT	Medicare Part B (NGS)			0	0	CANCELLED
	PT	Medicare Part A (NGS)			0	0	CANCELLED
Totals:					399	27	

Miss Reason Miss Descrip
 CANCELLED Cancelled

This document contains Protected Health Information (PHI) and therefore must be disposed of properly.

CONFIDENTIAL

UB04 Details Report

September 4, 2023

Site of Service: Site name

Patient Name (Last, First)	MRN	Birthdate	Payer Plan		Report Range	
Patient Name	Number	Date	Medicare Part B)		08/01/2023 - 08/31/2023	
Occurrence Codes						
11 - 06/13/2023, 16 - 08/03/2023, 17 - 07/11/2023, 29 - 07/11/2023, 35 - 06/14/2023, 44 - 06/14/2023						
Disc	SOC Date	Visits from SOC	Cert From	Cert Thru	Most Recent Eval Date	Therapy Discharge
PT	6/14/2023	37	7/11/2023	8/9/2023	6/14/2023	08/03/2023
OT	6/14/2023	39	7/11/2023	8/9/2023	6/14/2023	08/03/2023
Disc	Medical Dx			Treatment Dx		
PT	F03.90 - 6/13/2023			R26.2 - 6/14/2023, M62.81 - 6/14/2023		
OT	F03.90 - 6/14/2023			M62.81 - 6/14/2023, Z74.1 - 6/14/2023		
Disc	MMR Authorization Numbers			Physician - NPI		
PT				Dr. Name -		
OT				Dr. Name-		

Revenue Code	Service Description	Code	Discipline Modifier	Other Modifier	Service Date	Units	Rate	Charges
420	Gait training therapy	97116	GP		8/1/2023	1	29.05	29.05
420	Therapeutic exercises	97110	GP		8/1/2023	1	29.05	29.05
420	Therapeutic exercises	97110	GP		8/2/2023	1	29.05	29.05
420	Therapeutic activities	97530	GP		8/2/2023	1	36.45	36.45
420	Therapeutic exercises	97110	GP		8/3/2023	1	29.05	29.05
420	Gait training therapy	97116	GP		8/3/2023	1	29.05	29.05
430	Self care management training	97535	GO		8/1/2023	2	32.28	64.56
430	Therapeutic exercises	97110	GO		8/2/2023	4	29.05	116.20
430	Therapeutic activities	97530	GO		8/3/2023	4	36.45	145.80

	Minutes	Units	Charges
PT Total	90	6.00	181.70
OT Total	145	10.00	326.56
ST Total	0	0.00	0.00
Patient Total	235	16.00	508.26

Fee schedule amount is the charge amount

* MPPR Rate is being used
Physician information is from most recent certifying document

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Net Health© Last Updated: 04/04/2023

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Page 1 of 102



MARCH 01 2022

JULIE MCGLASSON
1 MARCUS DR
STE 102
GREENVILLE SC 29615-4818

DCN: 22025065000648

Dear provider:

Palmetto GBA has approved your initial enrollment application.

Medicare Enrollment Information

Legal Business Name(LBN):	HEALTHPRO HERITAGE REHAB & FITNESS LLC
Provider Type	MULTI-SPECIALTY CLINIC
NPI:	1669138806
PTAN:	M585
PTAN Effective Date:	January 03, 2022
Participation Status:	Participating Provider

Your PTAN is the authentication element for all inquiries to customer service representatives (CSRs), written inquiry units, and the interactive voice response (IVR) system.

If you plan to file claims electronically, please complete the EDI enrollment application at www.palmettogba.com and submit to our EDI department.

Enroll, make changes or view your existing enrollment information by logging into PECOS at <https://pecos.cms.hhs.gov>.

Submit updates and changes to your enrollment information within the timeframes specified at 42 CFR §424.516. For more information on the reporting requirements, go to Medicare Learning Network Article SE1617.

Find additional Medicare program information, including billing, fee schedules, and Medicare policies and regulations at www.palmettogba.com or <https://www.cms.gov>.



Palmetto GBA is pleased to offer secure and fast access to your Medicare information through **Palmetto GBA eServices**. Through eServices you can securely submit forms, documents and payments; receive print material/letters electronically via eDelivery; view beneficiary eligibility, claims status, online remittances and financial information and much more. Please visit our website at www.palmettogba.com to get started.

Right to Submit a Reconsideration Request:

You may request a reconsideration of this determination. This is an independent review conducted by a person not involved in the initial determination. To facilitate the processing of your reconsideration request, please utilize and include the attached coversheet with your submission.

Reconsideration requests must:

- Be received in writing within 65 calendar days of the date of this letter and mailed or emailed to the address below.
- State the issues or findings of fact with which you disagree and the reasons for disagreement.
- Be signed by the provider or supplier, an authorized or delegated official that has been reported within your Medicare enrollment record, or an authorized representative.
 - If the authorized representative is an attorney, the attorney's statement that he or she has the authority to represent the provider or supplier is sufficient to accept this individual as the representative.
 - If the authorized representative is not an attorney, the individual provider, supplier, or authorized or delegated official must file written notice of the appointment of its representative with the submission of the reconsideration request.
- Authorized or delegated officials for groups cannot sign and submit a reconsideration request on behalf of a reassigned provider/supplier without the provider/supplier submitting a signed statement authorizing that individual from the group to act on his/her behalf.

Providers and suppliers may:

- Submit additional information with the reconsideration that may have a bearing on the decision. However, if you have additional information that you would like a Hearing Officer to consider during the reconsideration or, if necessary, an Administrative Law Judge (ALJ) to consider during a hearing, you must submit that information with your request for reconsideration. This is your only opportunity to submit information during the administrative appeals process unless an ALJ allows additional information to be submitted.
- Include an email address if you want to receive correspondence regarding your appeal via email.

If a reconsideration is not requested, CMS deems this a waiver of all rights to further administrative review. More information regarding appeal rights can be found at 42 C.F.R. Part 498.

The reconsideration request should be sent to:

Palmetto GBA
Part B Provider Enrollment (AG-310)
P.O. Box 100190
Columbia, SC 29202-3190

Or emailed to:

JMAppealRequest@PalmettoGBA.com

For questions concerning this letter, contact our Provider Contact Center at (855) 696-0705 between the hours of 8:00 AM and 4:30 PM.

We're looking for ways to improve your experience during the provider enrollment process. Please take a few minutes to share your thoughts with us. <https://bit.ly/3pK6DIu> (Enrollment)

Sincerely,

Brenda Washington

Brenda Washington
Provider Enrollment Analyst

REFERENCES

New York State Veterans Home at Batavia
220 Richmond Ave.
Batavia, NY 14020
Nicole Gallagher
Nursing Home Administrator
Nicole.m.gallagher@nysvets.org
585-345-2000

Illinois Department of Veterans' Affairs
833 South Spring Street
Springfield, IL 62704
Angela Simmons
Nursing Home Administrator
Angela.simmons@illinois.gov
618-833-3517

HMR Veterans Services, Inc
201 N. Main Street
Anderson, SC 29621
Heyward Hilliard
Executive VP of Operations
hilliard@hmrvti.com
864-314-4083



thank you

for your consideration.

Robert Mitchell

VP BUSINESS DEVELOPMENT

rmitchell@healthpro-heritage.com

325-226-1791



EXHIBIT A PRICING





*West Virginia Department of Veterans Assistance
 West Virginia Veterans Nursing Facility
 One Freedoms Way
 Clarksburg, WV 26301*

CRFQ VNF24*03 - Exhibit A - Skilled Rehabilitative Therapy Services Pricing Page

LN	Item	DESCRIPTION	ESTIMATED USAGE PER YEAR (Hours)	U/M	UNIT PRICE	AMOUNT
1	4.1.1	Occupational Therapist Services	5000	Hour	\$ 80.00	\$ 400,000.00
2	4.1.2	Occupational Therapist Assistant	800	Hour	\$ 55.00	\$ 44,000.00
3	4.1.3	Physical Therapist Services	1500	Hour	\$ 80.00	\$ 120,000.00
4	4.1.4	Physical Therapist Assistant	3200	Hour	\$ 55.00	\$ 176,000.00
5	4.1.5	Speech Therapist Services	400	Hour	\$ 80.00	\$ 32,000.00
TOTAL						\$ 772,000.00

Vendor:	HealthPRO Heritage, LLC
Address:	307 International Circle, Suite 100
	Hunt Valley, MD 21030
Phone:	410-667-7200
Email:	tguild@healthpro-heritage.com
Signature:	

*****Charges are according to schedule by the Each, Day, Month, ETC...*****
*****ALL ORDER QUANTITIES ARE ESTIMATED AND FOR BIDDING PURPOSES ONLY*****
DO NOT ALTER ESTIMATED USAGE



EXHIBIT B LIBRARY OF CLINICAL NICHE PROGRAMS



HealthPRO Heritage Clinical Program	Program/Training Description
Defying Gravity (Falls + Balance)	Leverages IDT to drive fall mitigation. Treatment is centered around Otago Approach.
Ageless Abilities (Memory Care)	Highlights residual strengths + abilities of residents/patients at various stages of dementia
Safe Transitions Framework	Goal is effective transitions to the next level of care; to optimize outcomes and mitigate risk for rehospitalization
Accelerated Care Transitions	Holistic, effective management of patient/resident care with special focus on healthcare reform + the triple aim
Low Vision Program	For residents/patients with vision issues; goal is to provide adaptations, modifications, + compensatory strategies to increase functional independence
Cognition + Communication Programming	Speech therapy program; goal to increase resident/patient cognition + communication skills
COVID-19 + Long COVID Recovery	Treatment for post-COVID and Long COVID deficits
Urinary Incontinence Program	Focus on strategies, quality of life for residents/patients living with UI; goal to strengthen pelvic floor muscles and reduce product use
LSVT BIG + LOUD	For residents/patients with Parkinson's; focus on large amplitude movements + speech production for reducing effects + symptoms
Cardiac Care	Focus on various cardiac-related issues + proper treatment + care
Dining Program	Goal is dining harmony by addressing seating, positioning, diet, food/beverage choices, environmental modifications + adaptive equipment
Aquatics Classes	Exercise and Movement in a pool
Lymphedema Education	Residents/patients address lymphedema, lymphatic drainage and learn effective wrapping techniques
Clinical Grand Rounds Framework	IDT addresses specific risk areas, needs for STR patients; goal to proactively provide interventions such as therapy
Behavioral + Mental Health	For patients/residents optimal well-being; available via Encounter Telehealth
Wound Care	Proper management of wounds, debridement, aftercare/education
Parkinson's Disease Management	Incorporates treatment strategies for patients/residents with PD; focus is on promoting safety, mobility, selfcare, etc.
Pain Management	Goal is effective management of pain using manual therapy, massage, modalities, compensatory + work simplification strategies
Vestibular Training	Addresses strategies to mitigate vestibular system-related challenges (vertigo + dizziness)

HealthPRO Heritage Clinical Program	Program/Training Description
Strength Training	Utilizing the '1 Rep Max' to monitor + recommend proper progressive resistive exercise + weights for strength training
Orthopedic-Specific Programming	For patients/residents with orthopedic-specific diagnoses
Amputation Education	For patients/residents who have had or will have a limb amputation; goal is education, support and limb management
Gait + Transfers Training	Focus on gait quality + ability to transfer
Bariatric Care	Bariatric patients/residents focus on optimizing functional activities + quality of life
Medication Management	As part of Safe Transitions: residents/patients learn to monitor, organize, reconcile + ensure safety with medication use; goal to reduce risks associated with polypharmacy
Hospice + Palliative Care	Focus on patient/resident, caregiver, family education
Trach + Vent Care	For patients/residents with trach or vent; goal to support effective/safe management
SHINE! Full Spectrum Health + Wellness	HealthPRO Heritage Wellness framework; includes Discovery Series, Wellness Assessment, Health Literacy Series, HealthyFIT Wellness Sessions, + Custom Wellness Classes
Neuro-Specific Programming	For patients/residents with neuro-related diagnoses
Dysphagia Training	For patients/residents with swallowing deficits
BCAT Programming	Designed using BCAT test for patients/residents concerned about memory loss
ADL/IADL Training	Focus on function + safe completion of daily life activities
Functioning Maintenance Program	For patients/residents at discharge; goal to have a plan to prevent regression + decline
Activity-Based Program	For patients/residents at discharge from Ageless Abilities; goal to incorporate interests, past experiences + hobbies
Pulmonary-Specific Programming	For patients/residents with pulmonary-related diagnoses
Restorative Program	Implemented by nursing/caregiving team as patient/resident discharges from therapy services; goal to prevent immediate decline/regression
VirtuSense Training	Designed using VST Balance AI Technology with goal of improving balance + mitigating falls
Contractures + Positioning Education	Assess + treat contractures; address specific positioning needs for daily function + independence
Wheelchair Mobility + Assessment	Address optimal positioning for wheelchairs + effective use/mobility

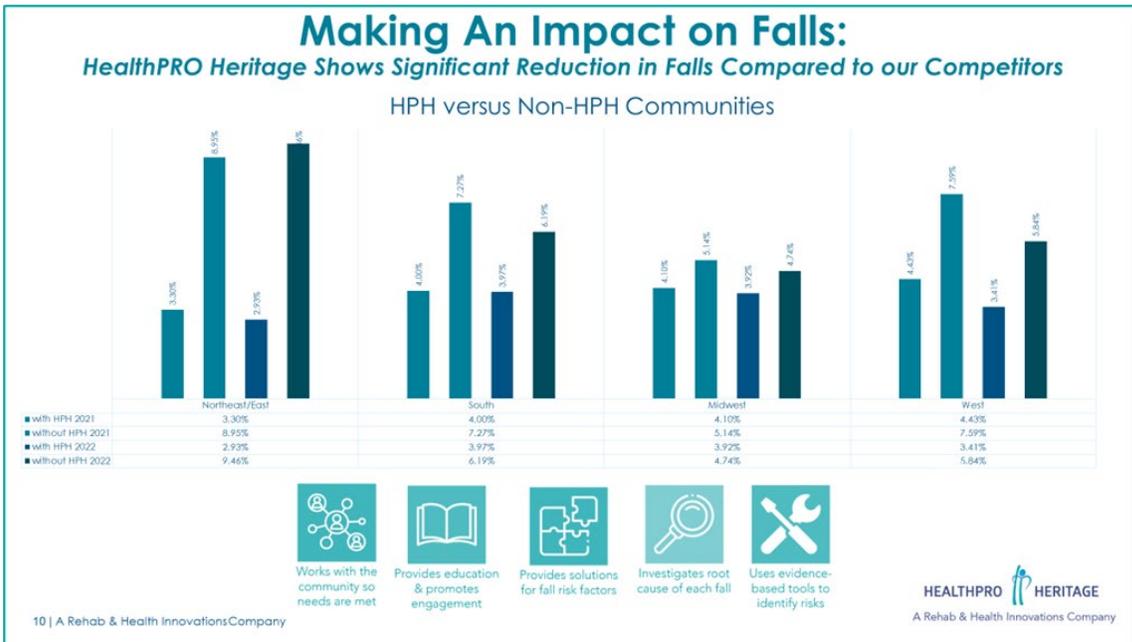


EXHIBIT C DEFYING GRAVITY FALLS PREVENTION PROGRAM

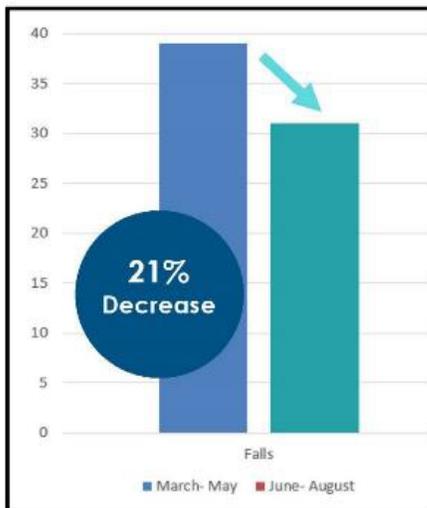


Defying Gravity Program

HealthPRO Heritage's [Defying Gravity Program](#) is our clinical signature fall prevention program featuring specialized tests and measures. Interventions are designed to promote greater patient confidence and reduce the risk of falls. Defying Gravity outcomes demonstrate dramatic improvement in fall rates. The [case study below](#) showcases the impact of this important program on patient and facility performance outcomes and compares performance between one of HealthPRO Heritage's large clients (100+ ALF organization) and ALFs without Defying Gravity.



Facility Fall Rate: Number of Falls



Resident Outcomes: Section GG



Sample marketing collateral, as part of our marketing clearinghouse that may be branded to fit your organization’s needs, highlighting Defying Gravity benefits is included here:



Defying Gravity

Falls & Balance Programming – Improving Residents’ Balance and Safety, Keeping Them on the Move, and Remaining Fall Free!

Research shows that one in four Americans age 65+ experience a fall each year.

We are committed to Defying Gravity, the falls and balance program to help residents attain and maintain the highest level of motor control to ensure good balance and reduce the overall risk of falls.

This approach utilizes a risk assessment to identify potential areas of concern, focuses on the treatment of these deficits, and offers solutions for meaningful programming to sustain residents’ health and wellness.

It’s very important that residents understand risk factors in order to remain falls free!

THERAPY DRIVEN WITH IMPACT DEFYING GRAVITY PROGRAM:



Uses evidence-based tools to identify risks



Investigates root cause of each fall



Provides solutions for fall risk factors



Works with the community so needs are met



Establishes personal goals for growth



Provides education & promotes engagement



EXHIBIT D CLINICAL GRAND ROUNDS

HEALTHPRO



HERITAGE



EXHIBIT E SAFE TRANSITIONS PROGRAM

HEALTHPRO



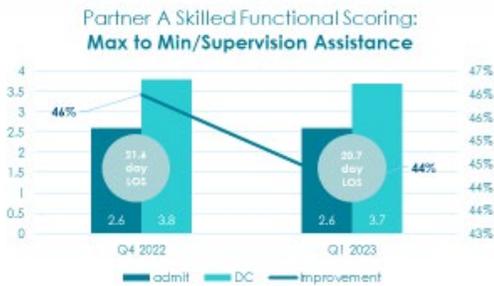
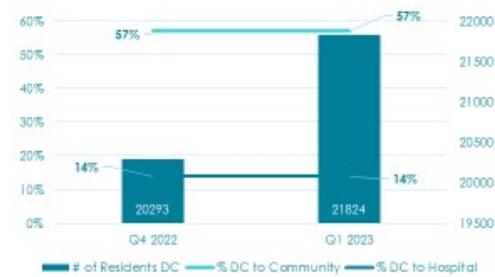
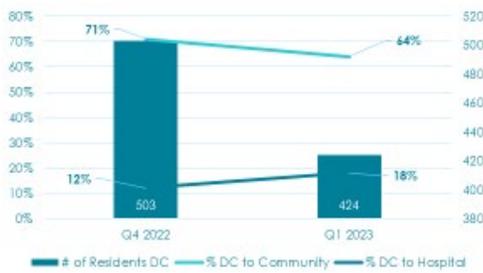
HERITAGE

Safe Transitions Program

HealthPRO Heritage's **Safe Transitions Program** features guidance and tools for effective discharge for short-term rehab residents. Focus is on safe, efficient discharge planning (that begins prior to admission) and incorporates extensive resources for the interdisciplinary team. This proven Clinical Framework shows dramatic improvement in average length of stay, clinical outcomes, resident experience, and rehospitalization rates. Among the proprietary tools provided are the *48-Hour Meeting Outline*, *Clinical Assessment Tools*, *Risk Assessment Tools*, *Discharge Readiness Checklist*, and more. . The graph on below demonstrates how our Safe Transitions Program impacts resident and facility performance outcomes by highlighting one client organization's results and HealthPRO Heritage's national outcomes. Explore the compelling outcomes achieved through our Safe Transitions Framework and gain insight into the anticipated monthly and quarterly reporting benefits for your Skilled Nursing Facilities (SNFs).

2022-2023 Safe Transitions Outcomes

Skilled Payers: Partner A LOS decreasing, Community DC's Increasing



Sample marketing collateral, as part of our marketing clearinghouse that may be branded to fit your organization's needs, highlighting Safe Transition benefits is included here:



Safe Transitions

Aging in Place Across the Care Continuum

Our Safe Transitions clinical program improves resident's experience with therapy services, minimizes the risk of re-hospitalization, and ensures strong communication for all providers.

By embracing the philosophy discharge planning begins on Day 1, our patient-driven model offers:

- Clinical programs that support patient's needs and customized goals for discharge.
- Processes to define collaboration and timelines to meet all of patient's expectations
- Comprehensive education for patients throughout plan of care and beyond.

Safe Transitions enhances the coordination of all patient's services by promoting best practices and optimizing their overall health and well-being.

- Patient-driven and designed to help move them safely to the next level of care.
- Fosters creation and maintenance of clinical alliance in all levels of care through strong collaboration + a thoughtful discharge process.

Program Goals

- Prevent future hospital readmissions
- Establish personalized fall prevention plan to mitigate risks for future falls and/or injuries
- Develop a customized wellness program to ensure patients avoid loss of progress upon discharged
- Administer Home Safety Survey to ensure meaningful outcomes and possible recommendations for modifications/adaptions to maintain a safe living environment.

Program Tools

- Health Literacy Series
- Medication Management Training
- Personalized Fall Prevention Plan
- Established wellness program options through HealthyLiving: Wellness for Life!
- Discharge Readiness Checklist
- Home Safety Survey
- Standardized tests to leverage progress

HEALTHPRO  HERITAGE

For more information, contact:



EXHIBIT F

RESTORATIVE NURSING

PROGRAM



Restorative Nursing Program

HealthPRO Heritage routinely provides support for our clients' Restorative Nursing Program (RNP) and has the capacity to employ and supervise restorative nursing aides when and where requested. For WVVNF, our (your) rehab clinicians will assess all patients receiving skilled care for suitability to participate in the RNP and prescribe and train the aide staff in recommended restorative plans as appropriate. RNPs will address all areas of need. All residents receiving restorative care will be assessed routinely, and our clinicians will review and track their restorative plans in collaboration with WVVNF's RN Supervisor to ensure continued need and efficacy and/or implement changes as may be needed.

HealthPRO Heritage's Clinical Strategies Division will also provide needed resources (e.g., form templates, policies, and guidance for RNP plans for special patient populations as these are encountered).

Key Restorative Nursing Program deliverables include:

- Assessment and establishment of individualized restorative programs and ongoing evaluation as called for in an established schedule
- Rehab completion of all necessary, related documentation
- Rehab participation in all related meetings and patient-specific in-service education for RNP personnel



EXHIBIT G

AGELESS ABILITIES

MEMORY CARE PROGRAM



HealthPRO Heritage's *Ageless Abilities Program* is our trademark memory care program based on the Montessori approach to dementia care. Ageless Abilities helps the IDT understand and adapt to challenges as they present in the individual and to focus on engagement strategies that celebrate persisting capabilities. Staff report great improvement in their interactions with residents living with dementia through the application of these strategies. Families and caregivers offer overwhelming testimonials about the improvements in quality of life experienced by those who participate in this program:

Achievements with <i>Ageless Abilities</i>: Case Study	
Resident was referred To OT/ST for <i>Ageless Abilities Program</i> due to decline in ability to communicate needs and complete self-care tasks.	
<p>NOTED AT EVALUATION</p> <ul style="list-style-type: none"> • Activity Tolerance: Unable to sustain attention for activities • Toileting: Dependent • Communication: No communication at all • Cohen Mansfield Agitation Inventory: 51/201 -wandering, restlessness, hitting + grabbing during ADLs 	<p>PROGRESS MADE WITH AGELESS ABILITIES</p> <ul style="list-style-type: none"> • Activity Tolerance: 20 min of activity engagement with Mod cog cuing by wife or caregiver • Toileting: Mod-max cog cues, min physical assistance (10 min of cuing) • Communication: Produces automatic speech, yes/no questions, 1 step verbal commands with min cues + 90% accuracy • Cohen Mansfield Agitation Inventory: 38/201- some of same behaviors, but more infrequent
<p><i>Ageless Abilities</i> concepts were applied to increase community participation, reduce falls and help residents with dementia achieve their best ability to function!</p>	

Clients and families offer overwhelming testimonials in support of *Ageless Abilities*:

"The HealthPRO Heritage team is amazing. They bring new programs to our residents and have helped us to implement new initiatives focused on sensory, cognition and physical well-being. They also teach us how to approach our residents when they have behaviors."
~Director, Life Enrichment

"I cannot believe the dramatic difference in my husband's willingness to participate in physical and occupational therapy. Prior to this experience, he was emphatically refusing to go out for therapy and napping far too many hours throughout the day. Therapy has now become an enjoyable activity where he is socially and mentally engaged. He has established a wonderful rapport with his therapists and the results have consistently increased his strength, mobility and overall positivity about himself. It goes without saying that my sons and I are extremely grateful to his highly dedicated and professional therapy team for these most welcomed results."
~Wife, Husband with Alzheimer's Disease receiving Therapy Services/*Ageless Abilities* Program

Sample marketing collateral, as part of our marketing clearinghouse that may be branded to fit your organization’s needs, highlighting Ageless Abilities benefits is included here:



Ageless Abilities

Memory Care Services

Our Ageless Abilities Clinicians tailor their customized, individualized therapeutic approaches based on whether your resident has early, middle, or late stage Alzheimer’s or Dementia.

What is Ageless Abilities?

Ageless Abilities is a highly specialized clinical program guided by certified HealthPRO Heritage clinicians. Physical, occupational, and speech therapists are trained to recognize, understand, + treat the challenges residents are facing during early, middle, and late stages of Alzheimer’s disease or other dementias.

Our approach is armed with strategies and recommendations that celebrate resident’s strengths + continued engagement within their environment – which will make significant difference in their quality of life and doesn’t lose sight of their uniqueness.

Program Approach

- Special interview techniques to define your resident’s individualized profile
- Evidence-based stages of dementia scale to properly assess + anticipate
- Evaluation skills to assess internal + external environmental factors
- Solutions-focused application of clinical expertise
- Education, health literacy, + training resources to support caregivers, resident’s, and families

Program Deliverables

- Comprehensive program outline includes use of evidence-based clinical strategies + therapeutic techniques.
- Resources + expertise to stimulate significant health + lifestyle improvements;
- Health literacy tools
- Implementation of an individualized activity-based Functional Maintenance Programs





EXHIBIT H
EDUCATIONAL AND
PROFESSIONAL
DEVELOPMENT



Clinical Education & Compliance

HealthPRO Heritage staff will maintain regulatory compliance at all times and adhere to professional practice acts and standards. HealthPRO Heritage staff are mandated to identify risks and respond to these risks in a proactive, comprehensive manner. Our therapy clinicians are trained to rigorously adhere to the principle of providing care only as indicated by medical necessity.

HealthPRO Heritage uses a “Core Curriculum” that is assigned during the onboarding process and is required to be completed prior to any associate’s start date and are therefore required annually. Service-line-specific curriculum is completed shortly thereafter. Additionally, we offer monthly educational programs that vary by topic. Completion of required education is tracked through our CEU360.



HEALTHPRO  HERITAGE

EDUCATION AND TRAINING

New Talent Orientation

Our staff completes a comprehensive New Talent Orientation Curriculum that exceeds industry requirements. Our service line specific Curriculums are tailored to provide staff with what they need to know before starting onsite. In addition, we hold New Talent Orientation Calls which offering additional support and resources.

Annual Training

In addition to educational offerings on hire and throughout the year, staff complete a comprehensive annual training curriculum that includes everything they need to meet industry, payor and state specific regulations.

Educational Offerings

We understand that education is power. We at HealthPRO-Heritage provide our staff with all the tools and resources necessary to provide excellent and compliant care. Monthly educational offerings via webinars, workshops tailored to meet the needs of the individual or regional team, 1:1 training and virtual CEU offerings are just a few of the platforms we use.

Training opportunities are extended to our partners as well with regular offerings that will help you navigate PDPM and other payor regulations

Infection Control

Safety is at the forefront of every staff and patient interaction. We provide a comprehensive infection control training for all staff regardless of role or employment status, that includes the requirement of a return demonstration of important skills necessary to maintain a healthy environment.

CONTACT US TODAY FOR MORE INFORMATION
qac@healthpro-heritage.com

IDT Education & In-Servicing

HealthPRO Heritage provides additional value for WVNF by way of education and mentorship support for your staff and leadership (in addition to ongoing therapist-specific training for our clinicians). Our dedicated Clinical Strategies Division provides educational support for WVNF with tailored on-site and/or virtual presentations according to the following proven best practices:

- HealthPRO Heritage conducts scheduled in-service education for WVNF's IDT to enhance their knowledge and skills in a variety of areas, including Restorative Nursing Training, Falls, Body Mechanics, Swallowing Problems, Nursing and Therapy Documentation, Medicare Part A and Part B Reimbursement, etc. Beyond this fundamental support, HealthPRO Heritage offers ongoing in-service education, **without restriction**, to support any patient-specific care needed.
- HealthPRO Heritage identifies training needs based on data and outcomes trends, as well as feedback from WVNF's leadership. This "Intentional Training" and post-education performance is tracked and will be shared during *Strategic Partner Review* meetings and/or on an ad hoc basis.
- WVNF's IDT and rehab staff will have unlimited access to all HealthPRO Heritage resources related to clinical, reimbursement, compliance, strategy, census development, and marketing initiatives.

PDPM University

PDPM University is HealthPRO Heritage's proprietary education platform to assure IDT success under PDPM and amidst ongoing clinical, regulatory, and reimbursement changes (such as the pending end to the Public Health Emergency). Our related educational programs ensure that WVNF's team receives timely regulatory and compliance updates and strategic guidance. Needs-based intentional trainings and competencies will also be prepared and presented for WVNF's staff based on quarterly Care Compare measures to address any identified opportunities.

Monthly Educational Resources

HealthPRO Heritage’s dedicated Education Department offers an impressive schedule of learning and training opportunities for our therapists and WVNF’s IDT. New resources are rolled out monthly. This example of HealthPRO Heritage’s **Monthly Education Calendar** demonstrates our commitment to ensuring HealthPRO Heritage teams and clients have access to resources that support the provision of quality care and the achievement of optimal outcomes.

SEPT 2023

HealthPRO Heritage

EDUCATION CALENDAR

Monday	Tuesday	Wednesday	Thursday	Friday
			Hispanic Heritage Month	1.
Labor Day 2023	4.	5.	6.	7.
			Exploring the Foundational Skills Related to Handwriting Pediatric clinicians focusing on writing goals ON DEMAND	8.
9/11 Remembrance Day	11.	12.	13.	14.
	Skilled Maintenance Therapy Part 2: Documentation Strategies <i>Intended for anyone providing skilled maintenance therapy or has patient's they feel is appropriate for skilled maintenance</i> ON DEMAND!			15.
National Fall Prevention Week September 18-22	18.	19.	20.	21.
				Native American Heritage Day
25.	26.	27.	National Good Neighbor Day	28.
	GG + Other Net Health Library Updates <i>Intended for LTC RVPs, SVPS, RMs + LTC Partners</i> ON DEMAND AVAILABLE 9/26	New Leader Orientation TENTATIVE NEW DAY + TIME JOIN - 12:00 PM ET		29.

Just Joining the team?
New Talent Orientation

New Talent Orientation
September 12th
REGISTER - 11:00 AM ET
September 26th
REGISTER - 11:00 AM ET

National Fall Prevention Week
September 18th - 22nd

Use this [LINK](#) to access resources + ideas
SHARE your awesome programs with us on our social media pages





Ongoing webinars, like the one below, keep our customers apprised of industry and regulatory updates/changes.



Thursday, July 20th, 2023

Intended for LTC RVPs, SVPs, RMs + LTC Partners

Join us for the next chapter in dissecting the significant updates to the RAI User's Manual 1.18.11. Learn the fine points of the expanded Sections N + O that will impact reimbursement, Quality Reporting + be survey ready for high trigger areas.

Presented By:
 Elisa Bovee, MS, OTR/L, VP of Clinical Strategies + Consulting
 Teresa Toth, RN, DNS-CT, RAC-CTA, VP of Clinical Reimbursement

[REGISTER 1:00 PM ET](#)

[TeleMDS Hotline for MDS/ RNAC Staff \(24 Hours /7 Days Weekly\)](#)

HealthPRO Heritage provides this 24-hour on-call service to all our clients at no additional cost to ensure real-time support for MDS teams. RAC-CT specialists from our Consulting Team will address WVNF's one-off concerns and questions to optimize PDPM outcomes. (Since the pandemic, the *TeleMDS Hotline* has logged more than 2,000 calls!)

[TeleDNS Hotline for DONs \(24 Hours /7 Days Weekly\)](#)

HealthPRO Heritage provides this 24-hour on-call service to all our clients at no additional cost to ensure support for DON/nursing teams. Our Consulting Team specialists can answer questions pertaining to the full spectrum of challenges facing today's Directors of Nursing.

CEU 360 Platform

HealthPRO Heritage has invested in CEU 360 platform to ensure WVNF staff and HealthPRO Heritage therapists have access to coursework that will help advance our teams' clinical, compliance, documentation, and leadership skills.

HealthPRO Heritage's CEU360 offers over 400 courses.



HEALTHPRO HERITAGE - CEU360 COURSES

<p>WELCOME TO HEALTHPRO HERITAGE</p> <ul style="list-style-type: none"> <input type="checkbox"/> Welcome to the HealthPRO Heritage Family! <input type="checkbox"/> John Heller, CEO, Entrepreneur of the Year Winner in Maryland <input type="checkbox"/> HealthPRO Heritage CEU360 Training Video <p>PDPM EDUCATION MODULES & COMPETENCIES</p> <ul style="list-style-type: none"> <input type="checkbox"/> Clinical Pathways & Problem Oriented Documentation <input type="checkbox"/> Group and Concurrent 201 - Practical Applications <input type="checkbox"/> MDS 3.0 Section C - Cognitive Patterns (BIMs) <input type="checkbox"/> Completing an Interim Payment <input type="checkbox"/> The New Clinical Meeting <input type="checkbox"/> Your Role as a Clinician Under PDPM <input type="checkbox"/> Introduction to PDPM <input type="checkbox"/> Mastering Operating Metrics <input type="checkbox"/> Triple Check Pre-Transmission <input type="checkbox"/> PDPM Classification CMG Walk <input type="checkbox"/> Section GG - Scoring Strategies <input type="checkbox"/> Section GG 201 - Operationalization <input type="checkbox"/> Managing Managed Care <input type="checkbox"/> Level 2: Strategy and Financial <input type="checkbox"/> Case Study: PDPM Case Mix Group <input type="checkbox"/> Case Study: PDPM CMG Walk <input type="checkbox"/> MDS Section K - Swallowing and Nutritional Status <input type="checkbox"/> RD Open Door Forum: Labor and Delivery <input type="checkbox"/> RVP Open Door Forum: Corporate <input type="checkbox"/> RVP Open Door Forum: MDS It Tracks, Pathways Rescheduling 	<ul style="list-style-type: none"> <input type="checkbox"/> PDPM Case Mix Group Walk Through #2 <input type="checkbox"/> Deep Dive Into Nursing and NTA Components <input type="checkbox"/> Deep Dive into PT, OT, and SLP Components <input type="checkbox"/> MDS 3.0 Section D - Mood <input type="checkbox"/> Nursing Documentation Under PDPM <input type="checkbox"/> MDS Section K - Swallowing and Nutritional Status <input type="checkbox"/> Last Minute PDPM Considerations <input type="checkbox"/> Collaborative & Effective Restorative Activities Programming <input type="checkbox"/> PDPM & Beyond: Let's Talk PDPM Success Strategies <input type="checkbox"/> Safe Transitions & Re-Hospitalization Mitigation <input type="checkbox"/> Utilization Pathway Best Practice Strategies <p>COMPLIANCE - DOCUMENTATION TRAINING</p> <ul style="list-style-type: none"> <input type="checkbox"/> Documentation 101 <input type="checkbox"/> Goal Writing Speed Training <input type="checkbox"/> HealthMAX Chart Audit Speed Training <input type="checkbox"/> Home Health Documentation 101 <input type="checkbox"/> Documentation 201 <input type="checkbox"/> Documentation 301 - Challenging Documentation 	<p>HEALTHPRO HERITAGE - CEU360 COURSES</p> <p>CLINICAL STRATEGIES - CLINICAL GRAND ROUNDS</p> <ul style="list-style-type: none"> <input type="checkbox"/> Grand Clinical Rounds <p>CLINICAL STRATEGIES - SAFE TRANSITIONS</p> <ul style="list-style-type: none"> <input type="checkbox"/> 1 - Safe Transitions Framework <input type="checkbox"/> 2 - Safe Transitions Customer Engagement <input type="checkbox"/> 3 - Safe Transitions Mandatory Resources <input type="checkbox"/> 4 - Safe Transitions Supplemental Resources <input type="checkbox"/> 5 - Safe Transitions Therapy Specific Resources <input type="checkbox"/> 6 - Safe Transitions Group Protocols and Resources <input type="checkbox"/> 7 - Safe Transitions Medication Management Module <p>CLINICAL STRATEGIES - DEMENTIA</p> <ul style="list-style-type: none"> <input type="checkbox"/> Rehabilitation: Clinical Management of Dementia <input type="checkbox"/> Rehabilitation: Creative Interventions for Dementia <input type="checkbox"/> Rehabilitation: Resident Abuse <p>CLINICAL STRATEGIES - HEALTHY LIVING</p> <ul style="list-style-type: none"> <input type="checkbox"/> Comprehensive Wellness Assessment Resources <p>CLINICAL STRATEGIES - CONTRACTURES & POSITIONING FRAMEWORK</p> <ul style="list-style-type: none"> <input type="checkbox"/> Customer Engagement - Contracture Management <input type="checkbox"/> Framework - Contracture Management <input type="checkbox"/> Physical Modalities Training - Contracture Management <input type="checkbox"/> Resource - Contracture Management <p>ANNUAL MODULE TRAININGS</p> <ul style="list-style-type: none"> <input type="checkbox"/> Code of Conduct
<p>COMPLIANCE - BILLING & CODING GUIDANCE</p> <ul style="list-style-type: none"> <input type="checkbox"/> Billing for Modalities <input type="checkbox"/> General Billing Practices <input type="checkbox"/> Co-Treatment Speed Training <input type="checkbox"/> SNF Billing Reconciliation Speed Training <p>COMPLIANCE - SNF MDS TRAINING RESOURCES</p> <ul style="list-style-type: none"> <input type="checkbox"/> Accuracy is Key: ADL Coding for the CNA (Section G) <input type="checkbox"/> Be the Expert on End Splits - ADL Coding for the Rehab Director (Section G) <input type="checkbox"/> The Basics of ADL Coding (Section G) <p>COMPLIANCE - DIRECT BILL</p> <ul style="list-style-type: none"> <input type="checkbox"/> Direct Bill Compliance Training Rehab Agency/Group Practice <input type="checkbox"/> Rehab Agency Emergency Preparedness & Management <input type="checkbox"/> Senior Living Bootcamp Module 1: Regulations <p>CLINICAL STRATEGIES - AGELESS ABILITIES</p> <ul style="list-style-type: none"> <input type="checkbox"/> Ageless Abilities - Additional Resources <input type="checkbox"/> Ageless Abilities - Clinical Tools <input type="checkbox"/> Ageless Abilities - Overview <input type="checkbox"/> Ageless Abilities - Tests and Measures <input type="checkbox"/> Ageless Abilities - Training Modules 	<p>CLINICAL STRATEGIES - CLINICAL GRAND ROUNDS</p> <ul style="list-style-type: none"> <input type="checkbox"/> Grand Clinical Rounds <p>CLINICAL STRATEGIES - SAFE TRANSITIONS</p> <ul style="list-style-type: none"> <input type="checkbox"/> 1 - Safe Transitions Framework <input type="checkbox"/> 2 - Safe Transitions Customer Engagement <input type="checkbox"/> 3 - Safe Transitions Mandatory Resources <input type="checkbox"/> 4 - Safe Transitions Supplemental Resources <input type="checkbox"/> 5 - Safe Transitions Therapy Specific Resources <input type="checkbox"/> 6 - Safe Transitions Group Protocols and Resources <input type="checkbox"/> 7 - Safe Transitions Medication Management Module <p>CLINICAL STRATEGIES - DEMENTIA</p> <ul style="list-style-type: none"> <input type="checkbox"/> Rehabilitation: Clinical Management of Dementia <input type="checkbox"/> Rehabilitation: Creative Interventions for Dementia <input type="checkbox"/> Rehabilitation: Resident Abuse <p>CLINICAL STRATEGIES - HEALTHY LIVING</p> <ul style="list-style-type: none"> <input type="checkbox"/> Comprehensive Wellness Assessment Resources <p>CLINICAL STRATEGIES - CONTRACTURES & POSITIONING FRAMEWORK</p> <ul style="list-style-type: none"> <input type="checkbox"/> Customer Engagement - Contracture Management <input type="checkbox"/> Framework - Contracture Management <input type="checkbox"/> Physical Modalities Training - Contracture Management <input type="checkbox"/> Resource - Contracture Management <p>ANNUAL MODULE TRAININGS</p> <ul style="list-style-type: none"> <input type="checkbox"/> Code of Conduct 	<p>CLINICAL STRATEGIES - DEFYING GRAVITY FRAMEWORK</p> <ul style="list-style-type: none"> <input type="checkbox"/> Framework - Falls and Balance <input type="checkbox"/> Resources and Tools <input type="checkbox"/> Tests and Measures <input type="checkbox"/> Customer Engagement <p>CLINICAL STRATEGIES - TEST & MEASURES CLEARINGHOUSE</p> <ul style="list-style-type: none"> <input type="checkbox"/> Balance & Disequilibrium Tests <input type="checkbox"/> Cognition & Dementia Tests <input type="checkbox"/> Contractures and Positioning Measures <input type="checkbox"/> Customer Engagement - Low Vision <input type="checkbox"/> Customer Engagement - Pain Management <input type="checkbox"/> Framework - Low Vision <input type="checkbox"/> Framework - Pain Management <input type="checkbox"/> Handouts for Residents - Low Vision <input type="checkbox"/> Low Vision Test and Measures <input type="checkbox"/> Pain Management Test and Measures <input type="checkbox"/> Resources - Low Vision <input type="checkbox"/> Resources - Pain Management <input type="checkbox"/> Test and Measures - Pain Management <input type="checkbox"/> Test and Measures - Low Vision <input type="checkbox"/> Video: 30 - Second Arm Curl <input type="checkbox"/> Video: 30 - Second Chair Stand <input type="checkbox"/> Video: ABC Scale <input type="checkbox"/> Video: Assessment of Medication Management Skills <input type="checkbox"/> Video: Berg Balance Scale



EXHIBIT I CENSUS GROWTH & MARKETING RESOURCES



SAMPLE SCORECARD, KPI REPORTING, CUSTOMIZED COLLATERAL

- Nursing Facility Competitive Score Card

Info	Data Source and Period	Profility Inc. Company, 2021Q3 to 2022Q2, Medicare Fee For Service Claims Data. CMS Star Rating file date: Apr-2023
	Market	

Market	State	NY	PA	NY	NY	NY	NY	NY	NY	NY	NY
	County	Tioga	Bradford	Chemung	Broome	Tompkins	Broome	Broome	Broome	Steuben	Chemung
	Rank by Vol.	1	2	3	4	5	6	7	8	9	31
	Volume	212	181	178	163	144	134	133	132	130	49
	MKT Share	6%	5%	5%	4%	4%	3%	3%	3%	3%	1%
CMS Beds	200	90	305	180	160	356	150	300	120	200	

Metrics	Facility											Market	NY State
	ALOS	21.0	20.8	33.4	24.6	29.2	33.3	20.0	22.1	32.9	38.5	25.3	31.7
	Payment	\$10,821	\$11,112	\$12,456	\$11,692	\$14,832	\$14,586	\$10,254	\$10,012	\$17,380	\$10,421	\$12,376	\$21,363
	30-Day RR	15.6%	22.0%	17.8%	15.8%	10.6%	18.3%	15.2%	14.6%	14.9%	10 or Fewer	13.9%	15.9%
90-Day RR	31.3%	33.9%	28.7%	27.0%	22.7%	26.2%	26.5%	27.0%	25.6%	10 or Fewer	24.6%	28.4%	

VBP	Rank	N/A									
	Bonus/Penalty	-0.80%	-0.80%	-0.80%	-0.80%	-0.80%	-0.80%	-0.80%	-0.80%	-0.80%	-0.80%

CMS Stars	Overall	4	1	3
	Quality	4	1	3
	Quality-Short	5	1	3
	Quality-Long	3	2	2
	Survey	4	1	4
	Staffing	2	1	1
Avg CMS 5★	3.5	1.0	2.8	

Note: ALOS, Payment, 30-Day RR, 90-Day RR conditional formatting com

IN CONJUNCTION WITH: HEALTHPRO HERITAGE + PROFILITY

HOSPITAL Market 30 Mile Radius of Zip Code State

Top 6 Downstream SNFs

Rank by Volume	1	2	3	4	5	12	Rest
Beds	124	117	109	101	72	148	-
Volume	91	81	46	29	14	10 or Fewer	46
Distance from Hosp	1.7	1.4	1.7	11.1	22.3	2.4	Various
Market Share	30%	26%	15%	9%	5%	N/A	15%

Hospital Metrics

Period: 21Q1-21Q4

	Hospital Total KIPs	Hospital to SNF DCD	Market Hospitals to SNF DCD	State Avg Hospitals to SNF DCD
Volume	917	307	1,779	490
SNF %	N/A	33%	20%	21%
ALOS	5.0	26.1	26.4	24.7
Cost	\$ 15,000	\$ 11,358	\$ 12,855	\$ 14,208
30-Day	21.0%	13.0%	15.0%	19.5%
90-Day	35.6%	26.0%	26.0%	32.9%

Value Based Purchasing

Rank	N/A	N/A	N/A	N/A	N/A	N/A
Bonus / Penalty	-0.8%	-0.8%	-0.8%	-0.8%	-0.8%	N/A

Readmission Rates

30-Day RR	11%	10 or Fewer	30%	10 or Fewer	10 or Fewer	N/A	13.0%	15.0%	19.5%
90-Day RR	24%	15%	50%	10 or Fewer	10 or Fewer	N/A	26.0%	26.0%	32.9%

Benchmarking

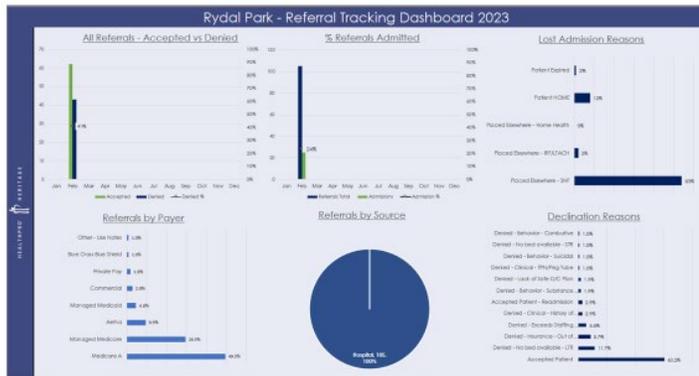
Compares performance to: Downstream Hospital Avg

Benchmarking

g) indicate less favorable performance compared to: State Average Star Ratings

MS File Date: 2022-10-01

Referral Tracking and Analysis



- Humana, Keystone 1st and Cigna represent 5/30 or 17% (1 unknown which insurance – no notes) – not enough that I would dive to obtain a contract – but only Abington memorial tracking for her right?
- No bed for long term – 11/30 or 37% - what is our total healthcare census – breakdown on LTC and short term – could be real and do not want to be bed locked – makes sense, but asking ahead of the call.
- Above is 53% of the denials – insurance and no LTC bed available
- 6/30 or 20% exceeding staffing capabilities – I would ask for more detail – who made the decision and why?

FACILITY NAME

resident update **Jenny Smith**



THANK YOU
FOR REFERRING YOUR
RESIDENT TO OUR SERVICES.
HERE'S A PROGRESS UPDATE.

Therapy Visits
18

THERAPY START DATE	January 2, 2020
DISCHARGE DESTINATION	FACILITY NAME
AT TIME OF DISCHARGE...	"My wonderful therapists have truly helped me become me again. I will forever be grateful for getting my life back!"

CHANGE FROM ADMISSION TO DISCHARGE



+ 1.5 + 2.0 + 7.5

↑ ↑ ↑

Transfers Self Care Berg Test

outstanding

FUNCTIONAL OUTCOMES

IN PARTNERSHIP WITH HEALTHPRO® HERITAGE

therapy

BACKGROUND:
Jenny was referred to H recently being ill with pr weakness and a loss of unable to complete basic assistance and was very feet. During this time, J dining room for meals a

PROGRESS:
Jenny made tremendous team! With hard work an goals, she is now back t self care tasks while usi sturdy on her feet and is activities. She was able recommendations made chosen to be Resident A very busy and involved i

HEALTHPRO  HERITAGE

Your Best Choice. Choose Facility Name.

STRONG FOUNDATIONS. STRONG SOLUTIONS. STRONG RESULTS. When it comes to care for you or your loved ones, you have a choice! We believe in providing you with the information to make your decision with confidence. See below on how we compare to other Skilled Nursing Facilities in the area. We think you'll agree, Facility Name stands above the rest!

PERFORMANCE METRIC	FACILITY NAME	COMPETITOR A	COMPETITOR B	COMPETITOR C
AVERAGE LENGTH OF STAY	17 days	31 days	27 days	30 days
30-DAY READMISSION RATE	9.6%	27.8%	32.4%	26.2%
90-DAY READMISSION RATE	23.3%	45.7%	50.2%	37.4%
CMS STAR RATING	★★★★★	★★★	★	★★★★★

PERFORMANCE METRIC	FACILITY NAME	MARKET	ILLINOIS STATE	NATIONAL
AVERAGE LENGTH OF STAY	17 days	29.9 days	25.4 days	36.5 days
30-DAY READMISSION RATE	9.6%	21.6%	19.8%	20.4%
90-DAY READMISSION RATE	23.3%	34.1%	32.6%	34.9%
CMS STAR RATING	★★★★★	★★★★ (0.03)	★★★ (2.88)	★★★★ (0.17)

We accept most insurances. Schedule a tour today!

Contact Today: Admissions Name and Phone Number
Facility Address



EXHIBIT J CERTIFICATE OF INSURANCE



AGENCY CUSTOMER ID: SPECTPROFE

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Marsh & McLennan Agency LLC		NAMED INSURED Spectrum Professional Services, LLC and all subsidiaries and affiliated entities 307 International Circle-Suite 100 Hunt Valley, Baltimore MD 20130	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Physical Therapy Corporation DBA Temecula Valley Therapy Services; Forever Young Rehab, LLC; K.I.D.S Therapy Associates Inc.; Austism Therapeutic Services, LLC; Florida Therapy Contracting, LLC

Named Insureds for Work Comp include: Comprehensive Rehabilitation, LLC; Comprehensive Rehabilitation, Ltd.; Comprehensive Therapeutics, Ltd.; Healthmax, LLC; HealthPRO Heritage at Home, LLC; HealthPRO Heritage Rehab & Fitness, LLC; HealthPRO Heritage Staffing, LLC; HealthPRO Heritage, LLC; Healthpro Management Services, LLC; HealthPRO Pediatrics, LLC; Healthpro Therapy Services, LLC; Lingua Health LLC; MD Rehab, LLC; Rehab Solutions, LLC; Spectrum Professional Services, LLC; Summit Health & Rehab Services, Inc. TheraStat Data LLC; Wallace Management Corporation; Integrity Therapy Solutions, Inc. d/b/a Beth Ingram & Associates, Southern Flex Rehabilitation & Consulting, LLC; Susan J. Harris, Inc. DBA Therapy Specialists.