



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

Request for Quotation

RFQ NUMBER
VNF1016

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
TARA LYLE 804-558-2544

VENDOR	RFQ COPY
	TYPE NAME/ADDRESS HERE

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
08/08/2011				

BID OPENING DATE: 09/22/2011 BID OPENING TIME 01-30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		948-86		
<p>***** PLEASE NOTE THERE IS A MANDATORY PRE-BID MEETING SCHEDULED FOR 08/29/2011 AT 11:00 AM AT THE WV VETERANS NURSING FACILITY LOCATED AT ONE FREEDOMS WAY CLARKSBURG, WV 26301. *****</p> <p>PHYSICAL/OCCUPATIONAL/SPEECH THERAPY SERVICES</p> <p>OPEN-END CONTRACT</p> <p>THE WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, WV VETERANS NURSING FACILITY, IS SOLICITING BIDS TO PROVIDE PHYSICAL, OCCUPATIONAL AND SPEECH THERAPY SERVICES FOR THE WV VETERANS NURSING FACILITY LOCATED IN CLARKSBURG, WV, PER THE ATTACHED SPECIFICATIONS.</p> <p>MANDATORY PRE-BID A MANDATORY PRE-BID WILL BE HELD ON 08/29/2011 AT 11:00 AM AT THE WV VETERANS NURSING FACILITY LOCATED AT ONE FREEDOMS WAY CLARKSBURG, WV 26301. ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING. FAILURE TO ATTEND THE MANDATORY PRE-BID SHALL RESULT I</p>						

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

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

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

INSTRUCTIONS TO BIDDERS

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



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DIVISION OF VETERANS AFFAIRS
 VETERANS NURSING FACILITY

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<p>DISQUALIFICATION OF THE BID. NO ONE PERSON MAY REPRESENT MORE THAN ONE BIDDER.</p> <p>AN ATTENDANCE SHEET WILL BE MADE AVAILABLE FOR ALL POTENTIAL BIDDERS TO COMPLETE. THIS WILL SERVE AS THE OFFICIAL DOCUMENT VERIFYING ATTENDANCE AT THE MANDATOR PRE-BID. FAILURE TO PROVIDE YOUR COMPANY AND REPRESENTATIVE NAME ON THE ATTENDANCE SHEET WILL RESULT IN DISQUALIFICATION OF THE BID. THE STATE WILL NOT ACCEPT ANY OTHER DOCUMENTATION TO VERIFY ATTENDANCE. THE BIDDER IS RESPONSIBLE FOR ENSURING THEY HAVE COMPLETED THE INFORMATION REQUIRED ON THE ATTENDANCE SHEET. THE PURCHASING DIVISION AND THE STATE AGENCY WILL NOT ASSUME ANY RESPONSIBILITY FOR A BIDDER-S FAILURE TO COMPLETE THE PRE-BID ATTENDANCE SHEET. IN ADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUDE THEIR E-MAIL ADDRESS AND FAX NUMBER.</p> <p>ALL POTENTIAL BIDDERS ARE REQUESTED TO ARRIVE PRIOR TO THE STARTING TIME FOR THE PRE-BID. BIDDERS WHO ARRIVE LATE, BUT PRIOR TO THE DISMISSAL OF THE TECHNICAL PORTION OF THE PRE-BID WILL BE PERMITTED TO SIGN IN. BIDDERS WHO ARRIVE AFTER CONCLUSION OF THE TECHNICAL PORTION OF THE PRE-BID, BUT DURING ANY SUBSEQUENT PART OF THE PRE-BID WILL NOT BE PERMITTED TO SIGN THE ATTENDANCE SHEET.</p> <p>INQUIRIES:</p> <p>WRITTEN QUESTIONS WILL BE ACCEPTED UNTIL CLOSE OF BUSINESS ON 09/07/2011. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR E-MAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, E-MAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO:</p>						

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<p>TARA LYLE DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305 FAX: 304-558-4115 EMAIL: TARA.L.LYLE@WV.GOV</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AWARD AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICE</p>						

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<p>SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES</p>						

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<p>AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 05/26/2009</p> <p>EXHIBIT 4</p> <p>LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES IN THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEND TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA. IF THE VENDOR DOES NOT WISH TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST CLEARLY INDICATE SUCH REFUSAL IN HIS BID. SUCH REFUSAL SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY MANNER.</p> <p>REV. 3/88</p> <p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.</p> <p>VENDOR PREFERENCE CERTIFICATE</p> <p>THIS TEAM EXHIBIT HAS BEEN REPLACED BY THE ONLINE VERSION WHICH IS AVAILABLE HERE: HTTP://WWW.STATE.WV.US/ADMIN/PURCHASE/VRC/VENPREF.PDF</p> <p>NOTICE</p>						

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<p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: ----- TL/32 -----</p> <p>CFQ. NO.: ----- VNF1016 -----</p> <p>BID OPENING DATE: ----- 09/22/2011 -----</p> <p>BID OPENING TIME: ----- 1:30 PM -----</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p>-----</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY):</p> <p>-----</p>						

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VNF1016
WV Veterans Nursing Facility

1. Introduction:

The West Virginia Veterans Nursing Facility (WVVNF) is seeking a Vendor to provide Occupational, Speech, and Physical Therapy services for the West Virginia Veterans Nursing Facility (WVVNF) in accordance with the provisions and requirements set forth herein.

2. Background:

The West Virginia Veterans Nursing Facility (WVVNF) operates a skilled nursing facility located at One Freedoms Way Clarksburg, West Virginia 26301. This location is a 120-bed facility. The WVVNF is in operation seven days a week, 24-hours a day. This is a state-owned and operated facility built to serve the long-term needs of the veterans (and spouses) of West Virginia.

The 120 beds are divided into four units and twenty (20) Specialty beds. Each unit has an individual dining room and a well decorated day room with a big screen TV. There is a centralized nursing station on each unit.

A totally committed and comprehensive nursing care program is administered 24 hours a day, seven days a week. WVVNF staff offers the best in physical therapy, occupational, speech therapy, and respiratory therapy, rehabilitative work and exercise classes.

The services provided by the West Virginia Veterans Nursing Facility (WVVNF) must adapt to meet the ever-changing health care needs of the population served. Care provided at the West Virginia Veterans Nursing Facility (WVVNF) is based on the most currently accepted knowledge, practices, and technologies implemented through skilled personnel. In all levels of care, interdisciplinary approaches are planned with the resident and/or family to meet his or her needs. Programs are aimed at meeting long-term health care needs and encouraging wellness through preventive and rehabilitative services offered to assist in attaining and maintaining an optimal level of functioning.

Age, disability, or terminal illness should not limit the individual's right to experience life to the fullest extent possible. Despite the complexity of care required and the degree of disability, the West Virginia Veterans Nursing Facility (WVVNF) strives to provide care that promotes the resident's dignity, self-determination, happiness, and well-being in a home-like environment. Basic to the emphasis is fostering the individual to be a self-determining and independent as possible.

The West Virginia Veterans Nursing Facility (WVVNF) is committed to quality care. It is important to anticipate trends in care needs and plan services to meet those trends, evaluate the care provided, research new approaches, and update programming. The West Virginia Veterans Nursing Facility (WVVNF) has the responsibility to share findings with others involved in long-term health care services.

Physician services are being obtained through the WVVNF Medical Director, and the VA Medical Center.

3. Objective:

The Intent of this Solicitation is to allow the West Virginia Veterans Nursing Facility (WVVNF) to enter into a contract(s) with qualified individuals, organizations, and firms to provide Occupational, Speech, and Physical Therapy services for the residents of the West Virginia Veterans Nursing Facility (WVVNF). Provide skilled Rehabilitation Therapy Services six (6) days per week and/or as required.

The Vendor shall provide Rehabilitation Therapy Services to the WVVNF in accordance with the provision and requirements specified in this contract. These services will be used on an as needed, if needed basis. Consequently, WVVNF does not guarantee the use of any resultant contract or the need for performance of services at the level indicated below.

4. Scope of Work:

Tasks: All staff assigned shall provide services in a thorough and professional manner in conformance with the accepted methods and practices and in strict compliance with all local and state codes, ordinances, laws and policies.

1. Occupational Therapy Services:

- 1.1. The *Occupational Therapist* shall be responsible for performing the following services that include, but are not limited to, the following:
 - 1.1.1. Provide occupational (clinical) therapy as prescribed by the resident's attending physician.
 - 1.1.2. Incorporate the occupational therapy program with the resident's total plan of care.
 - 1.1.3. Coordinate occupational therapy services with the resident's attending physician and the WVVNF nursing staff.
 - 1.1.4. Develop and participate in in-service training programs for nursing service and other related services.
 - 1.1.5. Attend and participate in resident assessment and care planning meetings as necessary.

- 1.1.6. Provide written, dated and signed reports of each consultation visit to the Nursing Supervisor. Such reports will contain the therapist's:
 - 1.1.6.1. Findings,
 - 1.1.6.2. Recommendations,
 - 1.1.6.3. Plans for implementation, and
 - 1.1.6.4. Plans for continued assessments.
- 1.1.7. Assist the attending physician in an evaluation of a resident's level of function by applying diagnostic and prognostic tests.
- 1.1.8. Maintain the confidentiality of resident information as established by the WVVNF policies and procedures.
- 1.1.9. Stay abreast of all other responsibilities required of a therapist as set forth in any federal or state laws, statutes, or regulations as enacted or as may be enacted or amended.
- 1.1.10. Follow the duties and responsibilities as outlined in the therapist's job description and the established policies and procedures.
- 1.2. The ***Occupational Therapist Assistant*** shall be responsible for performing the following services that include, but are not limited to, the following:
 - 1.2.1. Help residents with rehabilitative activities and exercises outlined in treatment plan developed in collaboration with an occupational therapist.
 - 1.2.2. Record residents progress for the Occupational Therapist.
 - 1.2.3. Document the billing of the residents' health insurance provider.
 - 1.2.4. 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.
 - 1.2.5. Maintain the confidentiality of resident information as established by the WVVNF policies and procedures.

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

2. **Physical Therapy Services:**

- 2.1. The ***Physical Therapist*** shall be responsible for performing the following services that include, but are not limited to, the following:
 - 2.1.1. Provide physical therapy as prescribed by the resident's attending physician
 - 2.1.2. Render high-quality therapy services to our residents in order to prevent deformities and reduce liabilities.
 - 2.1.3. Insofar as practical, coordinate our physical therapy services with nursing and other support services.
 - 2.1.4. Assist the resident in attaining his/her highest practicable level of function.
 - 2.1.5. Alleviate pain by using physical agents such as heat, water, electricity, massages, and exercises, as ordered by the attending physician.
 - 2.1.6. Provide written physical therapy policies and procedures and job description.
 - 2.1.7. Develop and participate in in-service training programs for nursing service and other related services.
 - 2.1.8. Attend and participate in resident assessment and care planning meetings as necessary.
 - 2.1.9. Provide written, dated and signed reports of each consultation visit to the Nursing Supervisor. Such reports will contain the therapist's:
 - 2.1.9.1. Findings
 - 2.1.9.2. Recommendations
 - 2.1.9.3. Plans for implementation, and
 - 2.1.9.4. Plans for continued assessments.
 - 2.1.10. Serve on the Medicare Utilization Review committee.

- 2.1.11. Keep the resident's attending physician informed of the resident's progress and make appropriate recommendations.
 - 2.1.12. Maintain the confidentiality of resident information as established by the WVVNF policies and procedures.
 - 2.1.13. Stay abreast of all other responsibilities required of a therapist as set forth in any federal or state laws, statutes, or regulations as enacted or as may be enacted or amended.
- 2.2. The ***Physical Therapist Assistant*** shall be responsible for performing the following services that include, but are not limited to, the following:
- 2.2.1. Assist physical therapist in providing services that help improve mobility, relieve pain, and prevent or limit permanent physical disabilities.
 - 2.2.2. Under the direction and supervision of the physical therapist the physical therapist assistant shall alleviate pain by using physical agents such as heat, water, electricity, massages, and exercises, as ordered by the attending physician.
 - 2.2.3. Maintain the confidentiality of resident information as established by the WVVNF policies and procedures.
 - 2.2.4. Stay abreast of all other responsibilities required of a therapist as set forth in any federal or state laws, statutes, or regulations as enacted or as may be enacted or amended.
3. **Speech Therapy Services:**
- 3.1. The ***Speech-Language Pathologist*** shall be responsible for performing the following services that include, but are not limited to, the following:
 - 3.1.1. Provide such services as prescribed by the resident's attending physician.
 - 3.1.2. Plan, organize and direct speech pathology programs that meet the resident's needs.
 - 3.1.3. Coordinate such services with the attending physician and nursing service.
 - 3.1.4. Incorporate speech programs into the resident's total care plan.

- 3.1.5. Enter written note in the resident's medical record after each treatment. (Notes indicate the treatment performed and the reaction of the resident to the treatment and are signed by the speech pathologist or audiologist.)
- 3.1.6. Provide written speech policies and procedures and job description.
- 3.1.7. Develop and participate in in-service training programs for nursing service and other related services.
- 3.1.8. Attend and participate in resident assessment and care planning meetings as necessary.
- 3.1.9. Provide written, dated and signed reports of each consultation visit to the Nursing Supervisor. Such reports will contain the therapist's:
 - 3.1.9.1. Findings,
 - 3.1.9.2. Recommendations,
 - 3.1.9.3. Plans for implementation, and
 - 3.1.9.4. Plans for continued assessments.
- 3.1.10. Serve on the Medicare Utilization Review committee.
- 3.1.11. Instruct other health team personnel and family members in methods of assisting the resident to improve or correct a speech or swallowing disorder.
- 3.1.12. Maintain the confidentiality of resident information as established by the WVVNF policies and procedures.
- 3.1.13. Stay abreast of all other responsibilities required of a therapist as set forth in any federal or state laws, statutes, or regulations as enacted or as may be enacted or amended.

5. Educational Requirements:

Vendor shall possess all business licenses and/or certifications required by law to provide Rehabilitative Services. The Vendor shall be responsible for verifying current license/certification and to obtain copies for the personnel file. The Vendor shall present licenses and/ or certification within four (4) hours of WVVNF request. Providing an employee to WVVNF who has a probationary or suspended license may be cause for contract termination.

1. **Occupational Therapist and Occupational Therapist Assistant:**

- 1.1 The *Occupational Therapist and Occupational Therapist Assistant* shall have the following licenses/certificates; knowledge and understanding that include, but are not limited to, the following:
- 1.1.1 Shall be licensed as an Occupational Therapist in the State of West Virginia.
 - 1.1.2 Shall be a Certified Occupational Therapy Assistant in the State of West Virginia.
 - 1.1.3 Shall comply with the West Virginia State Board of Occupational Therapy Examiners Rules and Regulations.
 - 1.1.4 Shall comply with the West Virginia Administrative Code Statutes governing in Occupational Therapy.
 - 1.1.5 Shall comply with the West Virginia Revised Statutes governing in Occupational Therapy.
 - 1.1.6 Shall be familiar with the Occupational Safety Health Association (OSHA) regulations.

2. **Physical Therapist and Physical Therapist Assistant:**

- 2.1 The *Physical Therapist and Physical Therapist Assistant* shall have the following licenses/certificates; knowledge and understanding that include, but are not limited to, the following:
- 2.1.1 Licensed as a physical therapist in the State of West Virginia.
 - 2.1.2 Shall comply with the West Virginia State Board of Physical Therapy Rules and Regulations.
 - 2.1.3 Shall comply with the West Virginia Administrative Code Statutes governing Physical Therapy.
 - 2.1.4 Shall comply with the Revised Statutes governing Physical Therapy.
 - 2.1.5 Shall be familiar with the Occupational Safety Health Association (OSHA) regulations.

3. **Speech-Language Pathologist:**

- 3.1 The *Speech-Language Pathologist* shall have the following licenses/certificates; knowledge and understanding that include, but are not limited to, the following:

- 3.1.1 Shall be licensed as a Speech Language Pathologist in the State of West Virginia.
- 3.1.2 Shall have Certification of Clinical Competence in Speech Language Pathology granted by the American Speech and Hearing Association
- 3.1.3 Shall comply with the West Virginia Administrative Code Statutes governing Speech Pathology.
- 3.1.4 Shall comply with the Revised Statutes governing in Physical Therapy.
- 3.1.5 Shall be familiar with the Occupational Safety Health Association (OSHA) regulations.

6. General Requirements:

1. All staff assigned to WVVNF, pursuant to the agreement shall, for all purposes, be considered employees of the Vendor only. The Vendor shall assume sole and exclusive responsibility for the payment of wages and any benefits to employees providing services to WVVNF.
2. The Vendor shall ensure that all employees assigned to work at WVVNF have a T.B. screening before commencing work and yearly thereafter, TB screening to be provided by WVVNF.
3. The Vendor shall assign a Program Manager to assume responsibility for the supervision of the rehabilitation services. The Program Manager will be the contact person required to respond to any circumstances requiring assistance and/or coordination of services. The Program Manager may be a licensed therapist assigned to the facility.
4. The Vendor shall provide rehabilitative services to WVVNF Veterans and members at least 6 days a week.
5. The Vendors shall meet and/or exceed generally accepted standards of practice for the provision of rehabilitative services.
6. The Vendor shall provide physical, occupational and speech therapy services in accordance with the attending physician's orders and treatment plan.
7. The Vendor shall work with other clinical programs in determining care planning and treatment modalities. Therapist will assist the Home in complying with all MDS Medicare and payer regulatory requirements.

8. The Vendor shall assess resident progress and response to treatment. Participate, as necessary, in care plan reviews with the interdisciplinary care plan team.
9. The Vendor shall provide home assessments for potential discharges and report outcomes to the interdisciplinary team.
10. The Vendor shall provide oversight of wheelchair clinic, maintain inventory of wheelchairs, equipment and accessories (assigned and unassigned).
11. The Vendor shall determine rehabilitation goals for each Veteran/member based on their needs relative to their physical and mental level of functioning, their overall care plan and preferences.
12. The Program Manager shall be available to attend meetings and work with the Administrative and Nursing staff to ensure that the rehabilitation program is meeting facility goals and objectives. The 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.
13. The Regional Director will perform clinical and regulatory reviews and submit quarterly reports for quality assurance.
14. The Program Manager upon the request of the Administrator will provide additional documentation regarding the services provided.
15. The Vendor shall provide recommendations for staffing patterns appropriate to the rehabilitation caseload.
16. The Vendor shall monitor productivity and efficiency of rehabilitation service staff.
17. The Vendor shall maintain records of patient service, tracking systems, forms etc. Have a detail polices on completion of these records.
18. The Vendor shall verify all services through documentation in the Veterans/members clinical record in accordance with best practice in the field. Provide any documentation upon inquiries of Medicare, Medicaid and other third party payers for services provided.
19. A description on Offers ability to provide therapy information for MDS data collection based on the State, VA, and Federal Guidelines.
20. The Vendor shall provide services within the budgetary limits as defined by the Home.
21. The Vendor shall provide a copy of their corporate compliance manual/program at the request of WVNF.

22. The Vendor shall meet the facility's requirements for health screening and documentation of immunizations.
23. The Vendor shall provide marketing support of the therapy program and the facility.
24. The Vendor shall 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, vacation, period of illness, or limited period when the therapist is not available.
25. The Vendor shall complete comprehensive clinical audits on a periodic basis. Documentation will be reviewed for clinical reasoning, technical accuracy, and medical necessity. The facility may conduct unannounced documentation reviews. Should the result fall below the Vendor's or the facility's threshold of clinical excellence a formalized plan of corrections must be instituted. Audits must be reviewed with the Administrator or Assistant Administrator.
26. The Vendor shall provide the facility statistical information for cost reporting.
27. The Vendor shall provide and maintain written documentation, including appropriate services coding, in individual charts of patient treatment, progress and evaluation in accordance with WVVNF policies and procedures, and in accordance with requirements of Federal and State governmental agencies and other third party payers.
28. Work policies, standards and procedures established by the WVVNF shall be followed at all times. The Vendor and his/her employee(s) shall conform in all respects with regard to physical, fire and security regulations while on the premises of the WVVNF.
29. All personnel assigned by Vendor must attend the WVVNF employee orientation.
30. Quality Control:
 - 30.1. All personnel assigned must be employees of the Vendor at the time of any specific work assignment to the WVVNF. Before making a referral of one of its employees, the Vendor shall assure that the individual being referred has, at a minimum, the qualifications for the required assignment and is able to perform the duties required by the WVVNF.
31. Personnel provided by the Vendor must follow WVVNF rules, including:
 - 31.1. No smoking in the work area.
 - 31.2. Signing in and presenting positive identification upon reporting for duty.
 - 31.3. Interacting cordially with WVVNF personnel.

- 31.4. Responding professionally to WVVNF supervisory personnel.
 - 31.5. Following other State/WVVNF rules as required.
 - 31.6. Park in WVVNF assigned locations when reporting for duty.
32. The Vendor shall be responsible for Credentialing and Privileging. Credentialing is the process of obtaining, verifying, and assessing the qualifications of a health care practitioner, which may include rehabilitative therapists, physicians, podiatrists, dentists, psychologists, physician assistants, nurse practitioners, licensed nurses to provide patient care services in or for a health care organization. Privileging is the process whereby a specific scope and content of patient care services are authorized for health care practitioner by the Vendor, based on evaluation of the individual's credentials and performance.
- 32.1. The Vendor must uniformly apply credentialing criteria to licensed practitioners applying to provide resident care or treatment under the facility's care.
 - 32.2. The Vendor must verify and uniformly apply the following core criteria: current licensure; current certification, if applicable, relevant education, training, and experience; current competence; and a statement that the individual is able to perform the services he or she is applying to provide.
 - 32.3. The Vendor must decide whether to authorize the independent practitioner to provide resident care or treatment, and each credentials file must indicate that these criteria are uniformly and individually applied.
 - 32.4. The Vendor must maintain documentation of current credentials for each licensed independent practitioner providing services to residents residing at WVVNF.
 - 32.5. When reappointing a licensed independent practitioner, the Vendor must review the individual's record of experience.
 - 32.6. The Vendor systematically must assess whether individuals with clinical privileges act within the scope of work.
 - 32.7. The Vendor shall provide copies of credential records and applications to the WVVNF Purchasing Office for each licensed practitioner providing services at WVVNF.
33. The Vendor shall comply with WVVNF internal therapy authorization process and all policies and procedures. WVVNF will provide policies and procedures upon award of the resultant contract.

34. The Vendor upon request shall provide additional therapy services such as but not limited to Audiology, Respiratory, etc. The Vendor shall provide resumes of the proposed therapist providing services under the resultant contract to WVVNF. WVVNF shall have the right, if necessary to interview all prospective personnel and to accept or reject any or all, based upon skills required and the background experience of each individual.

7. ADVS Responsibilities

1. WVVNF shall provide office and treatment space to the Vendor, as necessary, for the purpose of rendering services as outlined in the contract. WVVNF shall supply and furnish the basic equipment necessary for the proper operation of rehabilitative services.
2. WVVNF shall provide a computer for Vendor use. All Information Technology and A.R.S. statutes and policies shall apply.
3. WVVNF shall provide all internal policies and procedures to the Vendor upon award of the resultant contract.
4. The management of the WVVNF assumes responsibility for:
 - 4.1 Obtaining services that meet professional standards and principles that apply to professionals providing services in such a facility; and
 - 4.2 the timeliness of the service

8. Reports

1. The Vendor shall submit the following written monthly reports, at a minimum, to WVVNF.
 - 1.1 A full statement of services indicating services rendered, the name of resident treated and time expended by minutes per resident broke out by discipline and payor source (Medicare B and Private Pay).
 - 1.2 The Vendor shall provide the monthly billing logs within two (2) business days of the month end.
2. The Vendor shall inform WVVNF in writing and receive approval prior to initiating any significant changes in procedure related to patient care, billing and scope of work.
3. The Vendor shall maintain security over all records, reports and related material and shall release such information only in a manner authorized by WVVNF.

9. Notices, Correspondence, Reports, Invoices and Payments:

1. Invoices shall be submitted within thirty (30) days of completion of work. The invoices shall be sent to the following address:

West Virginia Veterans Nursing Facility
Accounts Payable
One Freedoms Way
Clarksburg, WV 26330
Phone: (304) 626-1600 Fax: (304) 626-1908

The Vendor shall inform in writing and receive approval prior to initiating any significant changes in procedures related to billing, and Scope of Work.

10. References:

Vendors should provide three (3) years of work experience dealing with nursing homes. References should include: point of contact, name of facility, number of years providing therapy services, and the phone number of the facility.

11. Award:

This contract will be awarded to the vendor with the most complete bid meeting all of the specifications with the lowest grand total.

12. Miscellaneous:

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

VNF1016 Therapy Services Bid Form

Item No.	Description of Services	Hourly Rate	Estimated Quantity	Unit Price	Extended Price
1	Physical Therapy		300		
2	Occupational Therapy		200		
3	Speech Therapy		100		
4	Medicare Part B	% of HCPCS			

GRAND TOTAL: _____

Vendor Name: _____
 Contact Name: _____
 Address: _____

 Phone No.: _____
 Fax No.: _____

There are a total estimated 600 hours per month of physical, occupational and speech therapy at the facility. This number of hours could fluctuate according to the facility census. Whether more or less, vendor will be required to provide the services by physician orders in a timely manner as needed to as requested by the facility.

This is a breakdown of estimated hours for physical, occupational and speech therapy. These totals are subject to change dependent on physicians orders.

RFQ No. _____

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: _____

Authorized Signature: _____ Date: _____

State of _____

County of _____, to-wit:

Taken, subscribed, and sworn to before me this ___ day of _____, 20__.

My Commission expires _____, 20__.

AFFIX SEAL HERE

NOTARY PUBLIC _____

State of West Virginia VENDOR PREFERENCE CERTIFICATE

Certification and application* is hereby made for Preference in accordance with *West Virginia Code*, §5A-3-37. (Does not apply to construction contracts). *West Virginia Code*, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the *West Virginia Code*. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

1. **Application is made for 2.5% resident vendor preference for the reason checked:**
 Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,
 Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or** 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,
 Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; **or**,
2. **Application is made for 2.5% resident vendor preference for the reason checked:**
 Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,
3. **Application is made for 2.5% resident vendor preference for the reason checked:**
 Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,
4. **Application is made for 5% resident vendor preference for the reason checked:**
 Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; **or**,
5. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**
 Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; **or**,
6. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**
 Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: _____ Signed: _____

Date: _____ Title: _____

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