



**Benchmark**  
THERAPIES

August 8, 2018 Proposal

**PROPOSAL #: 5862 Z1**

Provided To:  
**Nebraska State Purchasing Bureau**

Provided By:  
**Benchmark Therapies, Inc.**

Annette Walton, Nancy Storant | Buyers  
1526 K St. Suite 130  
Lincoln, NE 68508  
P: (402) 471-6500

Brock D. Eppley | President  
PO Box 870  
Huntingdon, PA 16652  
P: (814) 506-8212  
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**ORIGINAL**

**Address** 403 Sixth Street, PO Box 870 | Huntingdon, PA 16652  
**P** 877-312-6576 **F** 814-506-8213 **Web** benchmarktherapies.com  
**Physical Therapy • Occupational Therapy • Speech Therapy**

**THE PASSION**  
**TO OUTPERFORM**

## REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM

### BIDDER MUST COMPLETE THE FOLLOWING

By signing this Request for Proposal for Contractual Services form, the bidder guarantees compliance with the procedures stated in this Request for Proposal, and agrees to the terms and conditions unless otherwise indicated in writing and certifies that bidder maintains a drug free work place.

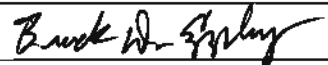
Per Nebraska's Transparency in Government Procurement Act, Neb. Rev Stat § 73-603 DAS is required to collect statistical information regarding the number of contracts awarded to Nebraska Contractors. This information is for statistical purposes only and will not be considered for contract award purposes.

\_\_\_\_\_ NEBRASKA CONTRACTOR AFFIDAVIT: Bidder hereby attests that bidder is a Nebraska Contractor. "Nebraska Contractor" shall mean any bidder who has maintained a bona fide place of business and at least one employee within this state for at least the six (6) months immediately preceding the posting date of this RFP.

\_\_\_\_\_ I hereby certify that I am a Resident disabled veteran or business located in a designated enterprise zone in accordance with Neb. Rev. Stat. § 73-107 and wish to have preference, if applicable, considered in the award of this contract.

\_\_\_\_\_ I hereby certify that I am a blind person licensed by the Commission for the Blind & Visually Impaired in accordance with Neb. Rev. Stat. §71-8611 and wish to have preference considered in the award of this contract.

### FORM MUST BE SIGNED USING AN INDELIBLE METHOD (NOT ELECTRONICALLY)

FIRM:	Benchmark Therapies, Inc
COMPLETE ADDRESS:	403 6th St, PO Box 870 Huntingdon PA, 16652
TELEPHONE NUMBER:	(814) 506-8212
FAX NUMBER:	(814) 506-8213
DATE:	August 6, 2018
SIGNATURE:	
TYPED NAME & TITLE OF SIGNER:	Brock D. Eppley, President

## Attachment A

### Mandatory Requirements Checklist (MRC) Request for Proposal Number 5862 Z1

Bidders must respond to the Mandatory Requirements Checklist using the matrix format provided and must not change the order or number of the requirements.

The responses in the MRC must indicate that the bidder intends to comply with each individual requirement by initialing the Acceptance box. Initialing the box with a no will be considered as not meeting the requirements of the bid and the bidder's proposal will be disqualified.

MANDATORY REQUIREMENTS		Y/N
1	Provide documentation verifying that all professionals provided by Contractor to perform services successfully completed the following: Abuse and neglect training.	Y BE
2	Annual influenza immunization i. Immunization may be available at NDVA Facility upon request. ii. Professionals who have not received this immunization must wear NDVA provided mask while on NDVA grounds.	Y BE
3	Background checks. i. Provide documentation verifying that all professionals provided by Contractor to perform services are not on Sex Offender, Nebraska APS/CPS Registries and have no felony convictions. Contractor will continue to monitor and periodically perform registry checks of professional staff assigned to perform services for NDVA, and any changes regarding the status of any of the professional must be reported to NDVA immediately upon discovery. The documentation required under this section shall be provided to the NDVA facility(s) where the professional will be performing services.	Y BE
4	Competency testing.	Y BE
5	Drug testing.	Y BE
6	HIPAA training.	Y BE
7	Mental capacity letter.	Y BE
8	Current valid Photo Identification.	Y BE
9	Tuberculosis testing. The above documentation required under this section shall be provided to each NDVA facility where the professional will be performing services and will be kept on file at NDVA for future reference. Contractor will continue to monitor and, at a minimum once annually, perform checks and training of professional staff assigned to perform services for NDVA. Any changes regarding the status of any professional must be reported to NDVA immediately upon discovery.	Y BE
10	Each professional provided by Contractor to perform services for NDVA shall: Hold, at all times during the term of the contract, any and all licensing, certification and/or accreditation required to perform the services;	Y BE
11	Each professional provided by Contractor to perform services for NDVA shall: Be at all times competent and adequately trained to provide the professional services set forth in Section V of the RFP.	Y BE
12	Each professional provided by Contractor to perform services for NDVA shall: Review and will adhere to all applicable policies and procedures (available upon request) of the NDVA facility(ies) where the professional will perform services;	Y BE
13	Each professional provided by Contractor to perform services for NDVA shall: Review and will adhere to all security and administrative requirements (available upon request) of the NDVA facility(ies) where the professionals will perform services, including, without limitation, wearing a designated identification badge above the waist and in a manner easily visible to facility staff and members at all times while working in the facility;	Y BE

14	Each professional provided by Contractor to perform services for NDVA shall: Perform the services in compliance with all applicable federal, state and local statutes, rules, regulations, accreditation standards, and applicable standards of other professional organizations.	Y BE
15	Company will ensure that all individuals providing services under this contract hold an active Nebraska credential under the Uniform Credentialing Act and only provide services within their scope of practice. NDVA shall not pay for any services performed by an individual who is not credentialed at the time of service.	Y BE
16	Contractor will provide each NDVA facility with a monthly utilization report to track member use of the services provided by Contractor at each facility. The report shall include at least the following information: (a) a listing of all members at each facility assigned to receive services, (b) data identifying each member's attendance, and (c) the status of each member's performance or completion of the services.	Y BE
17	Pay a monthly space rental fee of \$2,500 to GIVH/CNVH for rental of an area that is approximately 3704 square feet for the term of the contract including any renewals or extensions. Rental fee is due by the first of each month to be received no later than the 10 <sup>th</sup> of the month. Interest will accrue at the rate of 1.5% if not paid within thirty (30) days. Facility will provide maintenance, upkeep, pest control services, cleaning minimum of five (5) times per week and the linens will be checked daily, Monday – Friday including removal and replenishing, for the rehab space. Room and space are subject to change.	Y BE
18	Pay a monthly space rental fee of \$582.17 to ENVH for rental of an area that is approximately 499 square feet for the term of the contract including any renewals or extensions. Rental fee is due by the first of each month to be received no later than the 10 <sup>th</sup> of the month. Interest will accrue at the rate of 1.5% if not paid within thirty (30) days. Facility will provide maintenance, upkeep, pest control services, cleaning minimum of five (5) times per week and the linens will be checked daily, Monday – Friday including removal and replenishing, for the rehab space. Room and space are subject to change.	Y BE
19	Contractor shall maintain Protected Health Information (PHI) received from NDVA during the provision of services. The Contractor shall enter into a Business Associate Agreement (BAA) with NDVA as required under the Health Insurance Portability and Accountability Act (HIPAA) (See Attachment One).	Y BE
20	Contractor shall provide the number of hours of Therapy Services required to meet the needs of Members, between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday, which shall include Facility staff education and Facility requested meetings. Contractor shall not be required to work on weekends or holidays (as defined by NDVA policy), unless those days must be worked to meet the needs of the Members. Such situations are rare, but an example would be a Member returning from the hospital following a hip fracture in need of PT/OT services on a Saturday to begin rehab and work with staff on transfers, etc. Will your company agree to these requirements?	Y BE
21	Contractor will provide documentation of the services provided regarding the GIVH/CNVH/ENVH Members to the Medical and Nursing staff via the established electronic medical record system that the Veterans' Homes are using.	Y BE
22	Contractor shall provide the following services, upon direction of the facility, which will include, but are not limited to: Development of an in-house exercise program. Incontinence Rehabilitation. Balance and Mobility Program. Electric mobility and wheelchair clinic. Review of therapy equipment and supply recommendations. The Contractor shall work with the VA on acquisition of appropriate equipment to be used by Veteran Members. Completion of evaluation on new admissions and upon notification of a decline in condition, as needed. Complete assessments within twenty-four (24) hours of a referral by GIVH/CNVH/ENVH or sooner as ordered by the Member's Personal Health Care Provider. Contractor shall do the billing of Medicare Part B and co-insurance without cost of those billable services to GIVH/CNVH/ENVH. Contractor shall provide appropriate documentation to meet Medicare guidelines and shall provide their own clerical services. Contractor shall provide one (1) in-service training per year, per discipline for GIVH/CNVH/ENVH staff. Contractor shall contact the member or Power of Attorney/Guardian regarding therapy services and shall receive approval for services rendered. Please respond as to how you will meet each of these requirements.	Y BE
23	Contractor will ensure that any of the Contractor professionals who do not adhere to NDVA's guidelines are no longer assigned to perform services at NDVA facilities.	Y BE
24	Provide 24-hour advance notice of a cancellation of a visit to perform services for a member to the NDVA facility where services were scheduled to be performed.	Y BE

## II. TERMS AND CONDITIONS

Bidders should complete Sections II through VI as part of their proposal. Bidder is expected to read the Terms and Conditions and should initial either accept, reject, or reject and provide alternative language for each clause. The bidder should also provide an explanation of why the bidder rejected the clause or rejected the clause and provided alternate language. By signing the RFP, bidder is agreeing to be legally bound by all the accepted terms and conditions, and any proposed alternative terms and conditions submitted with the proposal. The State reserves the right to negotiate rejected or proposed alternative language. If the State and bidder fail to agree on the final Terms and Conditions, the State reserves the right to reject the proposal. The State of Nebraska is soliciting proposals in response to this RFP. The State of Nebraska reserves the right to reject proposals that attempt to substitute the bidder's commercial contracts and/or documents for this RFP.

The bidders should submit with their proposal any license, user agreement, service level agreement, or similar documents that the bidder wants incorporated in the contract. The State will not consider incorporation of any document not submitted with the bidder's proposal as the document will not have been included in the evaluation process. These documents shall be subject to negotiation and will be incorporated as addendums if agreed to by the Parties.

If a conflict or ambiguity arises after the Addendum to Contract Award have been negotiated and agreed to, the Addendum to Contract Award shall be interpreted as follows:

1. If only one Party has a particular clause then that clause shall control;
2. If both Parties have a similar clause, but the clauses do not conflict, the clauses shall be read together;
3. If both Parties have a similar clause, but the clauses conflict, the State's clause shall control.

### A. GENERAL

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The contract resulting from this RFP shall incorporate the following documents:

4. Request for Proposal and Addenda;
5. Amendments to the RFP;
6. Questions and Answers;
7. Contractor's proposal (RFP and properly submitted documents);
8. The executed Contract and Addendum One to Contract, if applicable ; and,
9. Amendments/Addendums to the Contract.

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a future contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment to the executed Contract with the most recent dated amendment having the highest priority, 2) executed Contract and any attached Addenda, 3) Amendments to RFP and any Questions and Answers, 4) the original RFP document and any Addenda, and 5) the Contractor's submitted Proposal.

Any ambiguity or conflict in the contract discovered after its execution, not otherwise addressed herein, shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska.

### B. NOTIFICATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

Contractor and State shall identify the contract manager who shall serve as the point of contact for the executed contract.

Communications regarding the executed contract shall be in writing and shall be deemed to have been given if delivered personally or mailed, by U.S. Mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth below, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or three (3) calendar days following deposit in the mail.

**C. GOVERNING LAW (Statutory)**

Notwithstanding any other provision of this contract, or any amendment or addendum(s) entered into contemporaneously or at a later time, the parties understand and agree that, (1) the State of Nebraska is a sovereign state and its authority to contract is therefore subject to limitation by the State's Constitution, statutes, common law, and regulation; (2) this contract will be interpreted and enforced under the laws of the State of Nebraska; (3) any action to enforce the provisions of this agreement must be brought in the State of Nebraska per state law; (4) the person signing this contract on behalf of the State of Nebraska does not have the authority to waive the State's sovereign immunity, statutes, common law, or regulations; (5) the indemnity, limitation of liability, remedy, and other similar provisions of the final contract, if any, are entered into subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity; and, (6) all terms and conditions of the final contract, including but not limited to the clauses concerning third party use, licenses, warranties, limitations of liability, governing law and venue, usage verification, indemnity, liability, remedy or other similar provisions of the final contract are entered into specifically subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity.

The Parties must comply with all applicable local, state and federal laws, ordinances, rules, orders, and regulations.

**D. BEGINNING OF WORK**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The bidder shall not commence any billable work until a valid contract has been fully executed by the State and the successful Contractor. The Contractor will be notified in writing when work may begin.

**E. CHANGE ORDERS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The State and the Contractor, upon the written agreement, may make changes to the contract within the general scope of the RFP. Changes may involve specifications, the quantity of work, or such other items as the State may find necessary or desirable. Corrections of any deliverable, service, or work required pursuant to the contract shall not be deemed a change. The Contractor may not claim forfeiture of the contract by reasons of such changes.

The Contractor shall prepare a written description of the work required due to the change and an itemized cost sheet for the change. Changes in work and the amount of compensation to be paid to the Contractor shall be determined in accordance with applicable unit prices if any, a pro-rated value, or through negotiations. The State shall not incur a price increase for changes that should have been included in the Contractor's proposal, were foreseeable, or result from difficulties with or failure of the Contractor's proposal or performance.

No change shall be implemented by the Contractor until approved by the State, and the contract is amended to reflect the change and associated costs, if any. If there is a dispute regarding the cost, but both parties agree that immediate implementation is necessary, the change may be implemented, and cost negotiations may continue with both Parties retaining all remedies under the contract and law.

**F. NOTICE OF POTENTIAL CONTRACTOR BREACH**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

If Contractor breaches the contract or anticipates breaching the contract, the Contractor shall immediately give written notice to the State. The notice shall explain the breach or potential breach, a proposed cure, and may include a request for a waiver of the breach if so desired. The State may, in its discretion, temporarily or permanently waive the breach. By granting a waiver, the State does not forfeit any rights or remedies to which the State is entitled by law or equity, or pursuant to the provisions of the contract. Failure to give immediate notice, however, may be grounds for denial of any request for a waiver of a breach.

**G. BREACH**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

Either Party may terminate the contract, in whole or in part, if the other Party breaches its duty to perform its obligations under the contract in a timely and proper manner. Termination requires written notice of default and a thirty (30) calendar day (or longer at the non-breaching Party's discretion considering the gravity and nature of the default) cure period. Said notice shall be delivered by Certified Mail, Return Receipt Requested, or in person with proof of delivery. Allowing time to cure a failure or breach of contract does not waive the right to immediately terminate the contract for the same or different contract breach which may occur at a different time. In case of default of the Contractor, the State may contract the service from other sources and hold the Contractor responsible for any excess cost occasioned thereby.

The State's failure to make payment shall not be a breach, and the Contractor shall retain all available statutory remedies and protections.

**H. NON-WAIVER OF BREACH**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The acceptance of late performance with or without objection or reservation by a Party shall not waive any rights of the Party nor constitute a waiver of the requirement of timely performance of any obligations remaining to be performed.

**I. SEVERABILITY**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

If any term or condition of the contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the provision held to be invalid or illegal.

**J. INDEMNIFICATION**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

**1. GENERAL**

The Contractor agrees to defend, indemnify, and hold harmless the State and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") from and against any and all third party claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses ("the claims"), sustained or asserted against the State for personal injury, death, or property loss or damage, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the Contractor, its employees, subcontractors, consultants, representatives, and agents, resulting from this contract, except to the extent such Contractor liability is attenuated by any action of the State which directly and proximately contributed to the claims.

**2. INTELLECTUAL PROPERTY**

The Contractor agrees it will, at its sole cost and expense, defend, indemnify, and hold harmless the indemnified parties from and against any and all claims, to the extent such claims arise out of, result from, or are attributable to, the actual or alleged infringement or misappropriation of any patent, copyright, trade secret, trademark, or confidential information of any third party by the Contractor or its employees, subcontractors, consultants, representatives, and agents; provided, however, the State gives the Contractor prompt notice in writing of the claim. The Contractor may not settle any infringement claim that will affect the State's use of the Licensed Software without the State's prior written consent, which consent may be withheld for any reason.

If a judgment or settlement is obtained or reasonably anticipated against the State's use of any intellectual property for which the Contractor has indemnified the State, the Contractor shall, at the Contractor's sole cost and expense, promptly modify the item or items which were determined to be infringing, acquire a license or licenses on the State's behalf to provide the necessary rights to the State to eliminate the infringement, or provide the State with a non-infringing substitute that provides the State the same functionality. At the State's election, the actual or anticipated judgment may be treated as a breach of warranty by the Contractor, and the State may receive the remedies provided under this RFP.

**3. PERSONNEL**

The Contractor shall, at its expense, indemnify and hold harmless the indemnified parties from and against any claim with respect to withholding taxes, worker's compensation, employee benefits, or any other claim, demand, liability, damage, or loss of any nature relating to any of the personnel, including subcontractor's and their employees, provided by the Contractor.

**4. SELF-INSURANCE**

The State of Nebraska is self-insured for any loss and purchases excess insurance coverage pursuant to Neb. Rev. Stat. § 81-8,239.01 (Reissua 2008). If there is a presumed loss under the provisions of this agreement, Contractor may file a claim with the Office of Risk Management pursuant to Neb. Rev. Stat. §§ 81-8,829 – 81-8,306 for review by the State Claims Board. The State retains all rights and immunities under the State Miscellaneous (Section 81-8,294), Tort (Section 81-8,209), and Contract Claim Acts (Section 81-8,302), as outlined in Neb. Rev. Stat. § 81-8,209 et seq. and under any other provisions of law and accepts liability under this agreement to the extent provided by law.

**5.** The Parties acknowledge that Attorney General for the State of Nebraska is required by statute to represent the legal interests of the State, and that any provision of this indemnity clause is subject to the statutory authority of the Attorney General.

**K. ATTORNEY'S FEES**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

In the event of any litigation, appeal, or other legal action to enforce any provision of the contract, the Parties agree to pay all expenses of such action, as permitted by law and if order by the court, including attorney's fees and costs, if the other Party prevails.



**L. ASSIGNMENT, SALE, OR MERGER**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

Either Party may assign the contract upon mutual written agreement of the other Party. Such agreement shall not be unreasonably withheld.

The Contractor retains the right to enter into a sale, merger, acquisition, internal reorganization, or similar transaction involving Contractor's business. Contractor agrees to cooperate with the State in executing amendments to the contract to allow for the transaction. If a third party or entity is involved in the transaction, the Contractor will remain responsible for performance of the contract until such time as the person or entity involved in the transaction agrees in writing to be contractually bound by this contract and perform all obligations of the contract.

**M. CONTRACTING WITH OTHER NEBRASKA POLITICAL SUB-DIVISIONS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The Contractor may, but shall not be required to, allow agencies, as defined in Neb. Rev. Stat. §81-145, to use this contract. The terms and conditions, including price, of the contract may not be amended. The State shall not be contractually obligated or liable for any contract entered into pursuant to this clause. A listing of Nebraska political subdivisions may be found at the website of the Nebraska Auditor of Public Accounts.

**N. FORCE MAJEURE**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

Neither Party shall be liable for any costs or damages, or for default resulting from its inability to perform any of its obligations under the contract due to a natural or manmade event outside the control and not the fault of the affected Party ("Force Majeure Event"). The Party so affected shall immediately make a written request for relief to the other Party, and shall have the burden of proof to justify the request. The other Party may grant the relief requested; relief may not be unreasonably withheld. Labor disputes with the impacted Party's own employees will not be considered a Force Majeure Event.

**O. CONFIDENTIALITY**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

All materials and information provided by the Parties or acquired by a Party on behalf of All materials and information provided by the Parties or acquired by a Party on behalf of the other Party shall be regarded as confidential information. All materials and information provided or acquired shall be handled in accordance with federal and state law, and ethical standards. Should said confidentiality be breached by a Party, the Party shall notify the other Party immediately of said breach and take immediate corrective action.

It is incumbent upon the Parties to inform their officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a (i)(1), which is made applicable by 5 U.S.C. 552a (m)(1), provides that any officer or employee, who by virtue of his/her employment or official position has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

**P. LONG-TERM CARE OMBUDSMAN (Statutory)**

Contractor must comply with the Long-Term Care Ombudsman Act, Neb. Rev. Stat. §§ 81-2237 et seq. This section shall survive the termination of this contract.

**Q. EARLY TERMINATION**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The contract may be terminated as follows:

1. The State and the Contractor, by mutual written agreement, may terminate the contract at any time.
2. The State, in its sole discretion, may terminate the contract for any reason upon thirty (30) calendar day's written notice to the Contractor. Such termination shall not relieve the Contractor of warranty or other service obligations incurred under the terms of the contract. In the event of termination the Contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.
3. The State may terminate the contract immediately for the following reasons:
  - a. if directed to do so by statute;
  - b. Contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
  - c. a trustee or receiver of the Contractor or of any substantial part of the Contractor's assets has been appointed by a court;
  - d. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Contractor, its employees, officers, directors, or shareholders;
  - e. an involuntary proceeding has been commenced by any Party against the Contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the Contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Contractor has been decreed or adjudged a debtor;
  - f. a voluntary petition has been filed by the Contractor under any of the chapters of Title 11 of the United States Code;
  - g. Contractor intentionally discloses confidential information;
  - h. Contractor has or announces it will discontinue support of the deliverable; and,
  - i. In the event funding is no longer available.

**R. CONTRACT CLOSEOUT**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

Upon contract closeout for any reason the Contractor shall within 30 days, unless stated otherwise herein:

1. Transfer all completed or partially completed deliverables to the State;
2. Transfer ownership and title to all completed or partially completed deliverables to the State;
3. Return to the State all information and data, unless the Contractor is permitted to keep the information or data by contract or rule of law. Contractor may retain one copy of any information or data as required to comply with applicable work product documentation standards or as are automatically retained in the course of Contractor's routine back up procedures;
4. Cooperate with any successor Contractor, person or entity in the assumption of any or all of the obligations of this contract;
5. Cooperate with any successor Contractor, person or entity with the transfer of information or data related to this contract;
6. Return or vacate any state owned real or personal property; and,
7. Return all data in a mutually acceptable format and manner.

Nothing in this Section should be construed to require the Contractor to surrender intellectual property, real or personal property, or information or data owned by the Contractor for which the State has no legal claim.

### III. CONTRACTOR DUTIES

#### A. INDEPENDENT CONTRACTOR / OBLIGATIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative RFP Response (Initial)	NOTES/COMMENTS:

It is agreed that the Contractor is an independent contractor and that nothing contained herein is intended or should be construed as creating or establishing a relationship of employment, agency, or a partnership.

The Contractor is solely responsible for fulfilling the contract. The Contractor or the Contractor's representative shall be the sole point of contact regarding all contractual matters.

The Contractor shall secure, at its own expense, all personnel required to perform the services under the contract. The personnel the Contractor uses to fulfill the contract shall have no contractual or other legal relationship with the State; they shall not be considered employees of the State and shall not be entitled to any compensation, rights or benefits from the State, including but not limited to, tenure rights, medical and hospital care, sick and vacation leave, severance pay, or retirement benefits.

By-name personnel commitments made in the Contractor's proposal shall not be changed without the prior written approval of the State. Replacement of these personnel, if approved by the State, shall be with personnel of equal or greater ability and qualifications.

All personnel assigned by the Contractor to the contract shall be employees of the Contractor or a subcontractor, and shall be fully qualified to perform the work required herein. Personnel employed by the Contractor or a subcontractor to fulfill the terms of the contract shall remain under the sole direction and control of the Contractor or the subcontractor respectively.

With respect to its employees, the Contractor agrees to be solely responsible for the following:

8. Any and all pay, benefits, and employment taxes and/or other payroll withholding;
9. Any and all vehicles used by the Contractor's employees, including all insurance required by state law;
10. Damages incurred by Contractor's employees within the scope of their duties under the contract;
11. Maintaining Workers' Compensation and health insurance that complies with state and federal law and submitting any reports on such insurance to the extent required by governing law; and
12. Determining the hours to be worked and the duties to be performed by the Contractor's employees.
13. All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination alleged against the Contractor, its officers, agents, or subcontractors or subcontractor's employees)

If the Contractor intends to utilize any subcontractor, the subcontractor's level of effort, tasks, and time allocation should be clearly defined in the bidder's proposal. The Contractor shall agree that it will not utilize any subcontractors not specifically included in its proposal in the performance of the contract without the prior written authorization of the State.

The State reserves the right to require the Contractor to reassign or remove from the project any Contractor or subcontractor employee.

Contractor shall insure that the terms and conditions contained in any contract with a subcontractor does not conflict with the terms and conditions of this contract.

The Contractor shall include a similar provision, for the protection of the State, in the contract with any subcontractor engaged to perform work on this contract.

**B. EMPLOYEE WORK ELIGIBILITY STATUS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of an employee.

If the Contractor is an individual or sole proprietorship, the following applies:

- The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at <http://das.nebraska.gov/materiel/purchasing.html>  
The completed United States Attestation Form should be submitted with the RFP response.
- If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
- The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

**C. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION (Statutory)**

The Contractor shall comply with all applicable local, state, and federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act prohibits Contractors of the State of Nebraska, and their subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions, compensation, or privileges of employment because of race, color, religion, sex, disability, marital status, or national origin (Neb. Rev. Stat. §48-1101 to 48-1125). The Contractor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The Contractor shall insert a similar provision in all subcontracts for services to be covered by any contract resulting from this RFP.

**D. COOPERATION WITH OTHER CONTRACTORS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

Contractor may be required to work with or in close proximity to other contractors or individuals that may be working on same or different projects. The Contractor shall agree to cooperate with such other contractors or individuals, and shall not commit or permit any act which may interfere with the performance of work by any other contractor or individual. Contractor is not required to compromise Contractor's intellectual property or proprietary information unless expressly required to do so by this contract.

**E. PERMITS, REGULATIONS, LAWS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The contract price shall include the cost of all royalties, licenses, permits, and approvals, whether arising from patents, trademarks, copyrights or otherwise, that are in any way involved in the contract. The Contractor shall obtain and pay for all royalties, licenses, and permits, and approvals necessary for the execution of the contract. The Contractor must guarantee that it has the full legal right to the materials, supplies, equipment, software, and other items used to execute this contract.

**F. OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The State shall have the unlimited right to publish, duplicate, use, and disclose all information and data developed or obtained by the Contractor on behalf of the State pursuant to this contract.

The State shall own and hold exclusive title to any deliverable developed as a result of this contract. Contractor shall have no ownership interest or title, and shall not patent, license, or copyright, duplicate, transfer, sell, or exchange, the design, specifications, concept, or deliverable.

**G. INSURANCE REQUIREMENTS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The Contractor shall throughout the term of the contract maintain insurance as specified herein and provide the State a current Certificate of Insurance/Acord Form (COI) verifying the coverage. The Contractor shall not commence work on the contract until the insurance is in place. If Contractor subcontracts any portion of the Contract the Contractor must, throughout the term of the contract, either:

1. Provide equivalent insurance for each subcontractor and provide a COI verifying the coverage for the subcontractor;
2. Require each subcontractor to have equivalent insurance and provide written notice to the State that the Contractor has verified that each subcontractor has the required coverage; or,
3. Provide the State with copies of each subcontractor's Certificate of Insurance evidencing the required coverage.

The Contractor shall not allow any subcontractor to commence work until the subcontractor has equivalent insurance. The failure of the State to require a COI, or the failure of the Contractor to provide a COI or require subcontractor insurance shall not limit, relieve, or decrease the liability of the Contractor hereunder.

In the event that any policy written on a claims-made basis terminates or is canceled during the term of the contract or within five (5) years of termination or expiration of the contract, the Contractor shall obtain an extended discovery or reporting period, or a new insurance policy, providing coverage required by this contract for the term of the contract and five (5) years following termination or expiration of the contract.

If by the terms of any insurance a mandatory deductible is required, or if the Contractor elects to increase the mandatory deductible amount, the Contractor shall be responsible for payment of the amount of the deductible in the event of a paid claim.

Notwithstanding any other clause in this contract, the State may recover up to the liability limits of the insurance policies required herein.

**1. WORKERS' COMPENSATION INSURANCE**

The Contractor shall take out and maintain during the life of this contract the statutory Workers' Compensation and Employer's Liability Insurance for all of the contractor's employees to be engaged in work on the project under this contract and, in case any such work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the subcontractor's employees to be engaged in such work. This policy shall be written to meet the statutory requirements for the state in which the work is to be performed, including Occupational Disease. **The policy shall include a waiver of subrogation in favor of the State. The COI shall contain the mandatory COI subrogation waiver language found hereinafter.** The amounts of such insurance shall not be less than the limits stated hereinafter. For employees working in the State of Nebraska, the policy must be written by an entity authorized by the State of Nebraska Department of Insurance to write Workers' Compensation and Employer's Liability Insurance for Nebraska employees.

**2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE**

The Contractor shall take out and maintain during the life of this contract such Commercial General Liability Insurance and Commercial Automobile Liability Insurance as shall protect Contractor and any subcontractor performing work covered by this contract from claims for damages for bodily injury, including death, as well as from claims for property damage, which may arise from operations under this contract, whether such operation be by the Contractor or by any subcontractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall not be less than limits stated hereinafter.

The Commercial General Liability Insurance shall be written on an **occurrence basis**, and provide Premises/Operations, Products/Completed Operations, Independent Contractors, Personal Injury, and Contractual Liability coverage. **The policy shall include the State, and others as required by the contract documents, as Additional Insured(s). This policy shall be primary, and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory. The COI shall contain the mandatory COI liability waiver language found hereinafter.** The Commercial Automobile Liability Insurance shall be written to cover all Owned, Non-owned, and Hired vehicles.

<b>REQUIRED INSURANCE COVERAGE</b>	
<b>COMMERCIAL GENERAL LIABILITY</b>	
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal/Advertising Injury	\$1,000,000 per occurrence
Bodily Injury/Property Damage	\$1,000,000 per occurrence
Medical Payments	\$10,000 any one person
Damage to Rented Premises (Fire)	\$300,000 each occurrence
Contractual	Included
XCU Liability (Explosion, Collapse, and Underground Damage)	Included
Independent Contractors	Included
Abuse & Molestation	Included
<i>If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.</i>	
<b>WORKER'S COMPENSATION</b>	
Employers Liability Limits	\$500K/\$500K/\$500K
Statutory Limits- All States	Statutory - State of Nebraska
USL&H Endorsement	Statutory
Voluntary Compensation	Statutory
<b>COMMERCIAL AUTOMOBILE LIABILITY</b>	
Bodily Injury/Property Damage	\$1,000,000 combined single limit
Include All Owned, Hired & Non-Owned Automobile liability	Included
Motor Carrier Act Endorsement	Where Applicable
<b>UMBRELLA/EXCESS LIABILITY</b>	
Over Primary Insurance	\$5,000,000 per occurrence
<b>PROFESSIONAL LIABILITY</b>	
Professional liability (Medical Malpractice)	Limits consistent with Nebraska Medical Malpractice Cap
Qualification Under Nebraska Excess Fund	
All Other Professional Liability (Errors & Omissions)	\$1,000,000 Per Claim / Aggregate
<b>COMMERCIAL CRIME</b>	
Crime/Employee Dishonesty Including 3rd Party Fidelity	\$1,000,000
<b>CYBER LIABILITY</b>	
Breach of Privacy, Security Breach, Denial of Service, Remediation, Fines and Penalties	\$10,000,000
<b>MANDATORY COI SUBROGATION WAIVER LANGUAGE</b>	
"Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska."	
<b>MANDATORY COI LIABILITY WAIVER LANGUAGE</b>	
"Commercial General Liability & Commercial Automobile Liability policies shall name the State of Nebraska as an Additional Insured and the policies shall be primary and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory as additionally insured."	

If the mandatory COI subrogation waiver language or mandatory COI liability waiver language on the COI states that the waiver is subject to, condition upon, or otherwise limit by the insurance policy, a copy of the relevant sections of the policy must be submitted with the COI so the State can review the limitations imposed by the insurance policy.

### 3. EVIDENCE OF COVERAGE

The Contractor shall furnish the Contract Manager, with a certificate of insurance coverage complying with the above requirements prior to beginning work at:

Grand Island Veterans' Home  
 Business Office  
 2300 W Capital Ave  
 Grand Island, NE 68801

Eastern Nebraska Veterans' Home  
 Business Office  
 12505 S 40<sup>th</sup> St  
 Bellevue, NE 68123

These certificates or the cover sheet shall reference the RFP number, and the certificates shall include the name of the company, policy numbers, effective dates, dates of expiration, and amounts and types of coverage afforded. If the State is damaged by the failure of the Contractor to maintain such insurance, then the Contractor shall be responsible for all reasonable costs properly attributable thereto.





Reasonable notice of cancellation of any required insurance policy must be submitted to the contract manager as listed above when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

**4. DEVIATIONS**

The insurance requirements are subject to limited negotiation. Negotiation typically includes, but is not necessarily limited to, the correct type of coverage, necessity for Workers' Compensation, and the type of automobile coverage carried by the Contractor.

**H. ANTITRUST**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The Contractor hereby assigns to the State any and all claims for overcharges as to goods and/or services provided in connection with this contract resulting from antitrust violations which arise under antitrust laws of the United States and the antitrust laws of the State.

**I. CONFLICT OF INTEREST**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

By submitting a proposal, bidder certifies that there does not now exist a relationship between the bidder and any person or entity which is or gives the appearance of a conflict of interest related to this RFP or project.

The bidder certifies that it shall not take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its services hereunder or which creates an actual or an appearance of conflict of interest.

The bidder certifies that it will not knowingly employ any individual known by bidder to have a conflict of interest.

The Parties shall not knowingly, for a period of two years after execution of the contract, recruit or employ any employee or agent of the other Party who has worked on the RFP or project, or who had any influence on decisions affecting the RFP or project.

**J. STATE PROPERTY**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The Contractor shall be responsible for the proper care and custody of any State-owned property which is furnished for the Contractor's use during the performance of the contract. The Contractor shall reimburse the State for any loss or damage of such property; normal wear and tear is expected.

**K. SITE RULES AND REGULATIONS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The Contractor shall use its best efforts to ensure that its employees, agents, and subcontractors comply with site rules and regulations while on State premises. If the Contractor must perform on-site work outside of the daily operational hours set forth by the State, it must make arrangements with the State to ensure access to the facility and the equipment has been arranged. No additional payment will be made by the State on the basis of lack of access, unless the State fails to provide access as agreed to in writing between the State and the Contractor.

**L. ADVERTISING**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The Contractor agrees not to refer to the contract award in advertising in such a manner as to state or imply that the company or its services are endorsed or preferred by the State. Any publicity releases pertaining to the project shall not be issued without prior written approval from the State.

**M. NEBRASKA TECHNOLOGY ACCESS STANDARDS (Statutory)**

Contractor shall review the Nebraska Technology Access Standards, found at <http://nitc.nebraska.gov/standards/2-201.html> and ensure that products and/or services provided under the contract are in compliance or will comply with the applicable standards to the greatest degree possible. In the event such standards change during the Contractor's performance, the State may create an amendment to the contract to request the contract comply with the changed standard at a cost mutually acceptable to the parties.

**N. DISASTER RECOVERY/BACK UP PLAN**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The Contractor shall have a disaster recovery and back-up plan, of which a copy should be provided upon request to the State, which includes, but is not limited to equipment, personnel, facilities, and transportation, in order to continue services as specified under the specifications in the contract in the event of a disaster.

**O. DRUG POLICY**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

Contractor certifies it maintains a drug free work place environment to ensure worker safety and workplace integrity. Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by the State.

## IV. PAYMENT

### A. PROHIBITION AGAINST ADVANCE PAYMENT (Statutory)

Payments shall not be made until contractual deliverable(s) are received and accepted by the State.

### B. TAXES (Statutory)

The State is not required to pay taxes and assumes no such liability as a result of this solicitation. Any property tax payable on the Contractor's equipment which may be installed in a state-owned facility is the responsibility of the Contractor.

### C. INVOICES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

Invoices for payments must be submitted by the Contractor to the agency requesting the services with sufficient detail to support payment.

Invoices shall be sent to:

[NDVA.GIVHPayables@nebraska.gov](mailto:NDVA.GIVHPayables@nebraska.gov) or [NDVA.ENVHaccountspayable@nebraska.gov](mailto:NDVA.ENVHaccountspayable@nebraska.gov) depending on the facility served. The terms and conditions included in the Contractor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract.

Contractor will process billing for services directly with the member receiving services and/or the member's insurance or representative (as applicable) in a timely manner.

Any services expected to be billed to NDVA for a prevailing rate veteran or a veteran who is not in receipt of Medicare Part B must be preapproved and coordinated in advance with the NDVA facility where the services will be performed.

### D. INSPECTION AND APPROVAL

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

Final inspection and approval of all work required under the contract shall be performed by the designated State officials.

The State and/or its authorized representatives shall have the right to enter any premises where the Contractor or subcontractor duties under the contract are being performed, and to inspect, monitor or otherwise evaluate the work being performed. All inspections and evaluations shall be at reasonable times and in a manner that will not unreasonably delay work. This also applies to state and federal survey agencies. The Contractor is required to notify any Facility Administrator if such contact is scheduled.

### E. PAYMENT

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

State will render payment to Contractor when the terms and conditions of the contract and specifications have been satisfactorily completed on the part of the Contractor as solely determined by the State. (Neb. Rev. Stat. Section 73-506(1)) Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-



2401 through 81-2408). The State may require the Contractor to accept payment by electronic means such as ACH deposit. In no event shall the State be responsible or liable to pay for any services provided by the Contractor prior to the Effective Date of the contract, and the Contractor hereby waives any claim or cause of action for any such services.

**F. LATE PAYMENT (Statutory)**

The Contractor may charge the responsible agency interest for late payment in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2401 through 81-2408).

**G. SUBJECT TO FUNDING / FUNDING OUT CLAUSE FOR LOSS OF APPROPRIATIONS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The State's obligation to pay amounts due on the Contract for a fiscal years following the current fiscal year is contingent upon legislative appropriation of funds. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal year(s) for which such funds are not appropriated. The State will give the Contractor written notice thirty (30) calendar days prior to the effective date of termination. All obligations of the State to make payments after the termination date will cease. The Contractor shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the Contractor be paid for a loss of anticipated profit.

**H. RIGHT TO AUDIT (First Paragraph is Statutory)**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The State shall have the right to audit the Contractor's performance of this contract upon a 30 days' written notice. Contractor shall utilize generally accepted accounting principles, and shall maintain the accounting records, and other records and information relevant to the contract (Information) to enable the State to audit the contract. The State may audit and the Contractor shall maintain, the Information during the term of the contract and for a period of five (5) years after the completion of this contract or until all issues or litigation are resolved, whichever is later. The Contractor shall make the Information available to the State at Contractor's place of business or a location acceptable to both Parties during normal business hours. If this is not practical or the Contractor so elects, the Contractor may provide electronic or paper copies of the Information. The State reserves the right to examine, make copies of, and take notes on any Information relevant to this contract, regardless of the form or the Information, how it is stored, or who possesses the Information. Under no circumstance will the Contractor be required to create or maintain documents not kept in the ordinary course of Contractor's business operations, nor will Contractor be required to disclose any information, including but not limited to product cost data, which is confidential or proprietary to Contractor.

The Parties shall pay their own costs of the audit unless the audit finds a previously undisclosed overpayment by the State. If a previously undisclosed overpayment exceeds three percent (3%) of the total contract billings, or if fraud, material misrepresentations, or non-performance is discovered on the part of the Contractor, the Contractor shall reimburse the State for the total costs of the audit. Overpayments and audit costs owed to the State shall be paid within ninety days of written notice of the claim. The Contractor agrees to correct any material weaknesses or condition found as a result of the audit.

## V. PROJECT DESCRIPTION AND SCOPE OF WORK

### A. PROJECT OVERVIEW

The State of Nebraska, Nebraska Department of Veterans' Affairs (hereinafter "NDVA") on behalf of GIVH, CNVH, and ENVH is seeking a Contractor to provide Therapy Services for the Members of GIVH/CNVH and ENVH.

### B. PROJECT ENVIRONMENT

GIVH/CNVH is licensed to serve 225 Veterans and non-veterans in a Skilled Nursing facility and Assisted Living setting. GIVH/CNVH has been in existence since 1887. These State of Nebraska facilities which receive funding from Veterans Affairs (VA), the State of Nebraska, and GIVH/CNVH Members. .

ENVH serves approximately 120 Veterans and non-veterans in a Skilled Nursing facility and Domiciliary setting. ENVH has been in existence since 2007. This State of Nebraska facility receives funding from Veterans Affairs (VA), the State of Nebraska, and ENVH Members. The Contractor will provide daily therapy services for the benefit of our Members.

Other facilities overseen by the NDVA are the Western Nebraska Veterans' Home (WNVH) and the Norfolk Veterans' Home (NVH). These sites are not part of the current RFP for therapy services, however the State is asking bidders to consider these two sites for potential optional services if so requested by NDVA.

1. WNVH serves approximately 109 Veterans and non-veterans in a Skilled Nursing facility and Domiciliary setting. WNVH has been in existence since 1975. This State of Nebraska facility receives funding from Veterans Affairs (VA), the State of Nebraska, and WNVH Members. This site is not part of the current RFP for therapy services.
2. NVH serves approximately 159 Veterans and non-veterans in a Skilled Nursing facility and Domiciliary setting. NVH has been in existence since 1966. This State of Nebraska facility receives funding from Veterans Affairs (VA), the State of Nebraska, and NVH Members. This site is not part of the current RFP for therapy services.

### C. CONTRACTOR REQUIREMENTS

Describe how the bidder will meet the following requirements by providing the response in the box provided below.

#### 1. Restorative Care

Restorative Care Plans shall be developed per physician orders as required for members who have been evaluated by the Contractor in collaboration with Restorative Care staff. Restorative Care Plans shall be carried out by facility staff. Please provide your process for evaluating members in Restorative Care.

In our 13 plus years of experience, Benchmark's programs reach beyond providing physical, occupational and speech therapy services. We strive to create a mutually beneficial partnership with each of our customers, including the residents we serve. One piece of ensuring optimal resident care is providing a seamless relationship among therapy and restorative nursing. Benchmark has worked in lock-step with restorative nursing programs in multiple skilled nursing facilities and other senior campuses to continue or improve residents' progress. Benchmark's restorative nursing programs include recommendations, consistent communication and in-services for restorative nursing.

Restorative care requires an interdisciplinary approach with consistent and accurate communication. Benchmark works closely with and assists in establishing restorative nursing programs to ensure successful outcomes and quality measures for each individual patient. The process through which Benchmark evaluates members requiring restorative care is as follows:

- Screens upon admission, quarterly and upon noting significant change in function
- Determine intervention by rehabilitation/restorative team
- Provide individualized programming
- Educate staff to perform program

Once a restorative care plan is established, Benchmark's team continually monitors the progress of each resident by active participation in the weekly restorative meeting. Additionally, through Benchmark's experience in establishing in-house restorative programs with other clients, we possess endless resources for our teams as well as facility staff involved in the delivery of restorative care plans. These resources include:

- Restorative Nursing and Therapy Liason (Restorative Consultant)
- Restorative Nursing Manual with pictures
- Restorative Nursing video
- Education and training, including specific in-person demonstrations
- Restorative Care Form

## 2. Physical Therapy (PT)

PT services shall be provided per physician orders to meet the needs of members. Please provide your process for evaluation and treatment of member-centered care.

We take great pride in providing our clients with a robust physical therapy department staffed with highly qualified physical therapists and physical therapy assistants. Our programs include:

- Therapeutic Exercise
- Wound Care
- Stroke Recovery
- Dementia Management
- Falls Prevention
- Contracture Management
- Joint Replacement Therapy
- Prosthetic/Orthotic Management/Training

Our physical therapy staff takes a hands on approach to patient care. Our therapists have extensive experience working with aging populations to address deficiencies in balance, mobility, endurance, strength and pain. Our PT staff has advanced training in numerous specialty programs. Our clinical expertise extends to: iontophoresis, ultrasound, electrical stimulation, paraffin, and McKenzie neck and back therapy.

## 3. Occupational Therapy (OT)

OT services shall be provided per physician orders to meet the needs of members. Contractor shall coordinate orders for specialty adaptive or assistive equipment including durable medical as needed. Please provide your process for evaluation and treatment of member-centered care.

Through close collaboration with the resident and the entire interdisciplinary team, our occupational therapy program is tailored to the specific needs of each resident in order to ensure maximum functional independence in everyday activities. Through providing high quality and innovative care, we ensure a higher quality of life. A sampling of our specific occupational therapy programs includes:

- Restraint Reduction
- Falls Prevention
- Contracture Management
- Dementia Management
- Power Chair Evaluations
- Prosthetic and Orthotic Management/Training
- Positioning Programs
- Trainings in ADLs
- Therapeutic Groups
- Seating Programs
- Pain Management

Members of our occupational therapy team include a COTA that is a member of the advisory board for the Pennsylvania Occupational Therapy Assistant Association, hand specialists, positioning specialists, and individuals that lecture and volunteer at occupational therapy programs at the collegiate level.

#### 4. Speech Language Pathology

Speech Language Pathology services shall be provided per physician orders to meet the needs of members. Contractor shall work with facility Dietitians as needed. Please provide your process for evaluation and treatment of member-centered care.

Benchmark takes great pride in our speech-language pathology departments. Rather than staffing departments at a minimal level needed to reactively address problems, we fully staff our departments to make sure all residents cognitive, communicative and swallowing functions are fully maximized. Specific speech therapy programs at the facilities we serve include:

- Skilled Dysphagia Therapy
- Cognitive Rehabilitation
- Aphasia Therapy
- Voice Therapy

Furthermore, we have utilized either all or part of the following services at all of our Veterans' Homes. The special skills our speech therapists possess include:

- Therapists specializing in Alternative/Augmentative Communication
- Modified Barium Swallow Studies
- Therapists certified in use of FEES (Flexible Endoscopic Evaluation of Swallowing)
- Therapists certified in VitalStim
- Therapists trained in Lee Silverman Voice Therapy (LSVT)
- Therapists trained in the implementation of the Frazier Free Water Protocol

#### 5. Incontinence Rehabilitation

Incontinence Rehabilitation services shall be provided per physician orders to meet the needs of members. Please provide your process for evaluation and treatment of member-centered care.

Benchmark offers a Continence Improvement program to increase or maintain a resident's ability to toilet themselves and/or increase their continence and independence. Again, this is a critical interdisciplinary team approach where all disciplines work together to improve the overall quality of life for each resident. Not only does this program address toileting and continence, it also assists with related wound management and fall prevention. After communication with the resident, nursing staff, and review of daily nursing documentation depicting toileting schedules and incontinence, Benchmark's therapists will evaluate and intervene, providing treatment, modifications, and strategies where appropriate. This approach includes, but is not limited to:

- Therapeutic exercise for pelvic floor muscles
- Therapeutic exercises for core muscle strengthening
- Postural awareness.
- Electrical stimulation for pelvic floor strengthening, urge reduction, and pain management
- Behavior modification for poor bowel/bladder habits and stress reduction

- Tips on diet and nutrition and how to avoid foods and drinks that irritate the bladder and bowels
- Timing techniques and instruction on how to reduce urgency and frequent need to urinate
- Environmental assessments for safe toileting and toilet transfers
- Bladder and bowel diaries to assist in assessment and treatment
- Use of appropriate adaptive equipment for toileting and toilet transfers

#### D. BUSINESS REQUIREMENTS

Describe how the bidder will meet the following requirements by providing the response in the box provided below.

1. Describe in detail previous experience in providing each of the required Therapy Services.

Benchmark Therapies has been providing comprehensive physical, occupational, and speech therapy services in long term care settings since its' inception in 2005. Since 2005, Benchmark's sole focus has been to serve geriatric populations. Our services focus on provision of care to SNF residents, geriatric short term rehab patients, geriatric outpatients, and geriatric home health patients. Therapy is not the same across the age continuum. The needs and desires of the geriatric population differ from those of a sports medicine population. Our skill set and ongoing training reflects our concentration on the geriatric beneficiary. That said, it could be argued that the geriatric veteran population differs from the geriatric population at large.

Benchmark has been successfully providing services in some capacity in the Pennsylvania State Veterans' Homes' system for over 13 Years. Since July of 2015, we have been successfully providing services and gaining continued experience in understanding the nuances specific to the State Veterans' Homes by providing services in the Delaware State Veterans' Home. Through a competitive RFP process, Benchmark was selected to provide services beginning February 1, 2016 at the Vermont State Veterans' Home. In November 2017, we added one of the Ohio State Veterans' Homes as well. In sum, we have over 13 years of experience servicing 9 State Veterans Homes across two states and look forward to continuing to care for our nation's Veterans.

The positive impact of partnering with Benchmark at the Hollidaysburg Veterans' Home received accolades from Pennsylvania's Auditor General during a press release on February 23, 2015. During the press release, it was noted that the partnership with Benchmark demonstrated an annual cost savings for the Commonwealth of Pennsylvania of approximately \$500,000 at one single home while at the same time tripling the level of services provided.

1. Describe in detail previous experience with Restorative Care Plan and developing successful in-house exercise programs for similar sized facilities.

Benchmark has extensive experience in developing and implementing Restorative Nursing Training Programs as well as participating in restorative care planning in already established restorative programs. We also have experiences in developing successful in-house exercise programs. Both programs, when implemented together, produce excellent results for those patients who utilize them.



2. Describe company policies and procedures for conducting background, criminal, and sex offender checks on all employees conducting business at the facilities and facility grounds, including frequency of registry checks.

Provide documentation verifying that all professionals provided by Contractor to perform services are not on Sex Offender, or Nebraska APS/CPS Registries, have no felony convictions and have not been cited by the Office of the Inspector General Exclusion List. Contractor will continue to monitor and periodically perform registry checks of professional staff assigned to perform services for NDVA, and any changes regarding the status of any of the professional must be reported to NDVA immediately upon discovery. The documentation required under this section shall be provided to each of the NDVA facility(s) where the professional will be performing services.

Once staff is determined for each facility, our recruiter begins the process of conducting all required background and registry checks. This process is completed upon hire and then periodically thereafter. Benchmark complies with all state, local and federal requirements in the screening of our professionals. Should the specific facilities require additional checks and/or tests, Benchmark will additionally comply with these. When all checks are completed, Benchmark supplies the facility with documentation for each professional that will be performing services within the facility.

3. Describe company policies and procedures to ensure that providers of Therapy Services are duly licensed to provide Therapy Services in the State of Nebraska and only provide services within their scope of practice.

Benchmark complies with all state, local and federal requirements in the screening of our professionals. Each professional's credentials are verified prior to their start of work. Any documentation supporting these credentials are supplied to the facility for each professional that will be performing services within the facility.

4. Accept Medicare Assignment by billing both Medicare Part B and the Member's supplemental insurance.

GIVH/CNVH/ENVH does not participate in Medicare Part A; therefore, Contractor can only bill Medicare Part B.

Contractor will timely bill GIVH/CNVH/ENVH for all clients that are veterans that have a 70% service connection or higher and that reside in a skilled neighborhood. Please describe your current billing process for Medicare clients including timelines for each.

Benchmark has been direct-billing for therapy services since 2005. Benchmark will bill both Medicare Part B and each member's supplemental insurance. All services rendered are billed by our billing department at the beginning of each month following service and then supplemental insurances are billed accordingly. In addition, Benchmark will bill each respective facility for veterans that have 70% service connection or higher. Benchmark submits these invoices to each facility on the first business day of each month following service.

5. Explain your processes and policies on adjusting staffing levels and availability of professionals to provide each type of service (Restorative Care Plans, PT, OT, Speech Language Pathology, and Incontinence Rehabilitation) commensurate with the needs of each facility. Facility needs may change from time to time in order and to ensure that members at each NDVA facility receive timely and appropriate care.

At Benchmark, we go to extraordinary ends in order to ensure that we are able to attract top tier candidates. The therapists at the Nebraska Veterans Homes must be strong clinicians that understand the importance of customer service, quality and attention to detail. During our visit to the Nebraska Veterans Homes during the mandatory pre-bid meeting, we quickly learned that the staff there are committed to serving our nation's Veterans. Any therapists we hire must share this commitment. The Nebraska Veterans Homes residents are a special group that has sacrificed for the good of our nation. Whenever possible, we are committed to recruiting and hiring Veterans. We are equally committed to accommodating any National Guardsmen or Reservists that we are fortunate enough to hire. We focus on recruiting therapists that possess the characteristics listed below:

- Clinical Aptitude – We focus on hiring strong clinicians that are committed to their disciplines. We seek those therapists that are committed to growing professionally through avenues such as continuing education and involvement in professional associations.
- Personality – We serve at the pleasure of our customers. Our therapists work strongly as interdisciplinary team members, and are committed to the well-being of the residents that we serve.
- References – Beyond references listed on a resume, we seek the opinions of current managers and or employees that have worked with or trained with the applicant. Although it is not always the case, we usually gain access to an independent reference that has first-hand knowledge of an applicant's ability.
- Work History/Experience – We have successfully hired employees with varying levels of experience and diverse backgrounds. We seek a balanced team of therapists with backgrounds that complement one another, and we look to avoid therapists that have a history of changing jobs on a regular basis.

The position of program manager at each of the Nebraska Veterans Homes is one of critical importance. The position requires a full-time program manager who is available and committed to meeting the Home's needs. Benchmark managers are provided with set goals that serve as a framework to successfully manage and serve our customers. Goals are set with our customers in mind, and vary to meet the needs of those we serve. Every customer is different to a certain degree, and we customize our goals to reflect our customer's views.

Beyond productivity, caseloads, etc., customer satisfaction is the most critical measurement of our program manager's performance. Qualitative performance goals such as this can be hard to measure. As we will discuss in a later section, we will utilize customer satisfaction surveys, but our focus is equally balanced toward the direct input from the Nebraska Veterans Homes' leadership team.



We are not your typical 8-4 therapy provider. Our therapists will routinely flex their schedule as required, such as arriving at or before 6 AM to assist with ADLs, or in the evening to best meet the resident's schedule. Saturday and/or Sunday coverage is often required for skilled residents. Our team of therapists is committed to providing necessary weekend coverage. In addition to rotating our regular team of therapists, we will immediately pool per diem therapists in the region. Historically, many per diem therapists welcome the income opportunities that Saturday and/or Sunday coverage provides. Our master staffing plan utilizes the following key elements to avoid therapist burnout, limit overtime and still meet the needs of the Nebraska Veterans Homes:

- Weekend and holiday coverage is provided on a rolling/rotating basis. Therapists and assistants alike are required to take turns on the weekends.
- Designated "on-call" therapists are available for weekends should unforeseen demands occur.
- A regular pool of casual therapists will be used to supplement weekend coverage. These therapists will be used on a regular basis and will be familiar with the Nebraska Veterans Homes.
- Weekend/holiday coverage will be determined as far in advance as reasonably possible.
- As appropriate, flex schedules will be utilized for weekend coverage

6. Please describe your process and policy for providing medical orders to the nursing unit located at each NDVA facility where services are provided, documenting any service(s) that Contractor provided to members at GIVH, CNVH, or ENVH on the day of service. All documentation provided by Contractor staff concerning a member's care plan must be received by the respective facility within seven (7) business days of the service(s) and provided in a manner or format as directed by the facility.

Benchmark uses a secure, web-based software package, Optima Healthcare Solutions, designed specifically for documentation of therapy services. Our software ensures that all documentation is completed prior to entering or submitting any billing charges. Our software also ensures that all documentation conforms to Medicare's minimal standards. Our site level manager as well as our regional manager have the capability and responsibility of daily monitoring for software alerts for any documentation that is incomplete or insufficient.

Our software has the capability of developing an interface with most facility electronic medical records and automatically "pulling over" to become a part of the facility medical record. Otherwise, our site level manager will be responsible for ensuring that copies of our documentation are included in the facility's medical record daily. When appropriate, Benchmark has hired a rehab technician with the explicit responsibility of ensuring that clinical documentation is shared timely.

7. Please describe how your company will ensure that each professional provided by Contractor to perform services for NDVA, meets the following standards:
- Holds, at all times during the term of the contract, any and all licensing, certification and/or accreditation required to perform the services;
  - Is at all times competent and adequately trained to provide the professional services set forth in Section V of the RFP.
  - Has reviewed and will adhere to all applicable policies and procedures (available upon request) of the NDVA facility(ies) where the professional will perform services;
  - Has reviewed and will adhere to all security and administrative requirements (available upon request) of the NDVA facility(ies) where the professionals will perform services, including, without limitation, wearing a designated identification badge above the waist and in a manner easily visible to facility staff and members at all times while working in the facility;
  - Will perform the services in compliance with all applicable federal, state and local statutes, rules, regulations, accreditation standards, and applicable standards of other professional organizations.

Benchmark's Director of Quality Assurance functions as an independent and objective body that reviews and sets clinical directives and evaluates compliance issues/concerns within Benchmark. The Director of Quality Assurance ensures management and employees are in compliance with the rules and regulations of regulatory agencies, that company policies and procedures are being followed, and that behavior in the organization meets the company's Standards of Conduct. Furthermore, the compliance officer acts as a channel of communication to receive and direct compliance issues to appropriate resources for investigation and resolution, and is authorized to implement all necessary actions to ensure achievement of the objectives of an effective compliance program.

8. Please describe how your company will ensure that all individuals providing services under this contract hold an active Nebraska credential under the Uniform Credentialing Act and only provide services within their scope of practice. NDVA shall not pay for any services performed by an individual who is not credentialed at the time of service.

**Benchmark Therapies, Inc. recognizes the importance and the need for regulations of persons providing health-related services. Benchmark is fully aware of the statutes related to the Uniform Credentialing Act and will ensure that all individuals providing therapy under this contract hold an active credential. With each hire, Benchmark's Human Resource Department, along with the Director of Quality Assurance will initiate and assist each individual with the credentialing process. The Uniform Credentialing Act, along with the State Practice Acts for each profession, have been reviewed. A copy of each will be provided and reviewed with each individual providing services. Benchmark will ensure that all credentialing applications, certificates, licenses, identifying information, criminal background checks, education, exam scores, etc are present prior to start of the contract. Benchmark will provide all information/documents to the appropriate party within the organization. Benchmark will continue to monitor and updated all credentialing information on a monthly basis to ensure compliance with the Uniform Credentialing Act.**

9. Explain how your company plans to complete and/or provide copies of current, valid paperwork requested by an NDVA facility both initial and before expiration, including, without limitation, license certification(s), insurance certificates, facility administrative documentation, and other documentation related to the services. Contractor shall also ensure that all individuals providing services under this contract complete additional screenings that may be requested by NDVA. Contractor understands and agrees that Contractor may not be eligible to perform duties until all requested paper work has been submitted.

Benchmark's corporate office keeps original and copies of all necessary documentation including license certifications, insurance certificates, therapists' credentials and other employee required documentation. A member of the corporate team will provide the facility with current documentation and continually provide updated materials via email or fax. In addition, Benchmark's corporate office has a team within the human resources department that persistently tracks required records (PPD, License, etc.) and notifies our professionals prior to their expiration so that care is not interrupted with out of date documentation, licensing, etc.

All clinical documentation is stored within Rehab Optima and is readily available as requested. This documentation can be exported or printed in hard copy form.

10. Contractor shall provide NDVA with a monthly aged accounting statement identifying all services provided to members at NDVA facilities during the preceding month and providing the status of the billing and payment for the services. The accounting statement shall identify whether payment for services has been (a) paid by the member or member's insurance, (b) is pending insurance approval for payment, or (c) has been denied or applied to member's insurance deductible. The accounting statement shall also identify any remaining amounts that will be billed to NDVA. Please provide an example of your current report.

Benchmark will provide NDVA with a monthly aged accounting statement identifying all services provided to members at NDVA facilities during the preceding month. Benchmark will provide the status of the billing and payment for the services. The accounting statement will include a comprehensive summary of billed charges and payments, denials, insurance deductible amounts, and any remaining amounts that will be billed to NDVA. A sample report can be found in [Appendix A](#).

11. Contractor will provide each NDVA facility with a monthly utilization report to track member use of the services provided by Contractor at each facility. The report shall include at least the following information: (a) a listing of all members at each facility assigned to receive services, (b) data identifying each member's attendance, and (c) the status of each member's performance or completion of the services. Describe how your company will facilitate this report and provide an example.

Benchmark will provide each NDVA facility with a monthly utilization report to track member use of the services provided. The utilization report will be maintained and exported via our HER software, Rehab Optima. An example of this report can be found in [Appendix B](#).

EXAMPLE

Name:	Physical Therapy		Speech Therapy		Primary Insurance:	Secondary Insurance:	UBO4 Total:	Primary Expected:	Primary Received:	Payment Status:	Secondary Expected:	Secondary Received:	Payment Status:	Total		Notes	Closed
	Visits:	Occupational Therapy Visits:	Visits:	Total Visits:										Received:	Expected:		
Patient 1	20	15	17	52			\$ 2,500.00	\$ 1,960.00	\$ 1,960.00	Paid by Insurance	\$ 490.00	\$ 490.00	Paid by Insurance	\$ 2,450.00	\$ 2,450.00		
Patient 2	17	15	0	32			\$ 525.00	\$ 411.60	\$ -	Pending Payment	\$ 102.90	\$ -	Pending Payment	\$ -	\$ 514.50		
Patient 3	0	0	20	20			\$ 625.57	\$ 490.45	\$ 250.00	Workable Denial	\$ 122.61	\$ -	Workable Denial	\$ 250.00	\$ 613.06		
Patient 4	25	0	0	25			\$ 2,000.59	\$ 1,568.46			\$ 392.12	\$ -	Patient Deductible	\$ -	\$ 1,960.58		
Patient 5	0	20		20			\$ 1,253.00	\$ 982.35			\$ 245.59	\$ -	Patient Copay	\$ -	\$ 1,227.94		
Patient 6	30	2	3	35			\$ 963.58	\$ 755.45			\$ 188.86	\$ -	Patient Coinsurance	\$ -	\$ 944.31		
Patient 7	18	0	0	18			\$ 753.25	\$ 590.55			\$ 147.64	\$ -	NDVA	\$ -	\$ 738.19		
				0			\$ -	\$ -			\$ -	\$ -		\$ -	\$ -		
<b>Totals:</b>					<b>0</b>		<b>\$6,758.86</b>	<b>\$ 2,210.00</b>			<b>\$ 1,689.71</b>	<b>\$ 490.00</b>		<b>\$ 2,700.00</b>	<b>\$ 8,448.57</b>		

Outstanding: \$5,748.57

APPENDIX A

APPENDIX B

EXAMPLE

Site Of Service: FACILITY NAME

Date Range: 7/28/2018 - 8/3/2018

Patient	Payer	Admission Date	Evaluation Date			Rehab Status	Anticipated D/C Date D/C Reason D/C Destination	Comments
			Frequency					
			Primary Diagnosis / Onset Date					
PT	OT	ST						
Patient 1	MCB	06/15/2018	06/15/2018 2 Times/Wk Med Dx: M54.5 Tx Dx: R26.89			PT Status (06/15/2018 - EVAL): *.- Assistive Device = Front wheeled walker *.- Community Mobility = N/A - Not Applicable at this time *.- Distance Level Surfaces = 200 feet *.- Level Surfaces = MI *.- Uneven Surfaces = N/A - Not Applicable at this time		
Patient 2	MCB	06/08/2018	06/11/2018 12 Times Med Dx: I10 Tx Dx: M62.81	06/11/2018 12 Times Med Dx: R29.6 Tx Dx: M62.81		PT Status (06/11/2018 - EVAL): *.- Assistive Device = Front wheeled walker *.- Community Mobility = DNT *.- Distance Level Surfaces = 300 feet *.- Level Surfaces = Supervised (A) *.- Uneven Surfaces = N/A - Not Applicable at this time  OT Status (07/19/2018 - DISCH): *.- (LTG 2.0) LB Dressing = SBA *.- (LTG 2.0) LB Dressing = SBA *.- (STG 2.0) LB Dressing = SBA *.- (STG 2.0) LB Dressing = SBA *.- Bathing = Mod (A) *.- Community ADLs = DNT *.- Functional Mobility During ADLs = MI *.- Hygiene / Grooming = (I) *.- LB Dressing = SBA *.- UB Dressing = SBA	Actual OT D/C Date: 07/19/2018 OT D/C Reason: Highest Practical Level Achieved	
Patient 3	MCB	05/14/2018	05/14/2018 28 Times Med Dx: R26.89 Tx Dx: R26.81			PT Status (05/14/2018 - EVAL): *.- Assistive Device = Front wheeled walker *.- Community Mobility = DNT *.- Distance Level Surfaces = 10 feet *.- Level Surfaces = Mod (A) *.- Transfers = Min (A)		

DC Reason is referenced from the therapy track. DC Destination is referenced from the case

Rehab Status results are referenced from the most recent completed Evaluation, Recertification or Progress Note as of the report thru date.

\*Note on!

**a. SCOPE OF PRACTICE**

Describe how the bidder will meet the following requirements by providing the response in the box provided below.

1. Contractor will maintain the confidentiality of all accounts, correspondence, documents, and any other such information, which may be obtained from or furnished by NDVA. Records developed as a result of the work performed for NDVA pursuant to this RFP are NDVA records and subject to access, scheduling, and disposition approved by NDVA. Please describe the processes taken to ensure confidentiality of all information.

Benchmark will fully comply with this requirement of the RFP.

Electronic Medical Records (EMRs) are stored securely on our software vendor's remote servers. Written clinical records as well as all financial and personnel records are stored at Medicare approved storage locations in a secure, and climate-controlled environment. Paper documentation is warehoused in an organized, inventoried manner allowing for efficient retrieval of information. All documentation and information, regardless of form, is stored in a manner that is Health Insurance Portability and Accountability Act (HIPAA) compliant.

**2. Equipment at GIVH/CNVH facility:**

Contractor is required to provide their own office equipment and office supplies, including but not limited to: fax, computer, internet, calculator, file cabinets, paper, and Medicare forms.

Rehabilitation equipment, presently at the GIVH/CNVH facility, may be utilized by the Contractor in the treatment of Members. GIVH/CNVH will provide a machine for copying, scanning, and printing.

Therapy equipment currently provided by GIVH/CNVH includes, but is subject to change:

3 hydro collator	blanket warmer	Motorized Parallel bars
Alter G, Treadmill	shoulder ladder	2 Colorado cycles
3 Nu Steps	standing frame	wall pulley
overhead pulley	leg press	triceps press
2 mat tables (bariatric/electric)	Stimulator/ultrasound	Intellect Ultrasound combo unit
Diathermy	Wii and balance board	shoulder wheel
2 I-pads	weights	7 T-Bars
balance balls	weighted balls	beach balls
bouncy balls	games	2 large peg boards
mini peg board	graduated clothespin	fine motor activities
3 weighted blankets	canes	4 walkers
gait belts	slide board	balance board
foam balance beam	bolsters & wedges (various)	balance disc
full body lift	sit to stand lift	splinting materials
graded step ladder	mirror	ROM arc
speech resources	realistic pets	hand skate
graded squeeze balls	hand exercisers	cones
T-bands	Thera Putty	sock aid reacher
2 oximeter	Vital sign tower	amplifiers
TENS unit	electric skillet	Velcro (various width)
tool box tools	blocks	foam bats
bean bags	goniometer	dynamometer
communication boards	step box	leg lifter
VersaTrainer		

Please indicate how you would be able to provide services to members with the above resources.



Upon participating in the NDVA site visit, it became quite clear that the nursing facilities are state of the art and have therapy facilities that are equally well equipped. The equipment listed above will allow for a complete and thorough therapy plan of care that allows for all modes of treatment to be addressed effectively and efficiently at GIVH and CNVH.

### 3. Equipment at ENVH:

Contractor is required to provide their own office equipment and office supplies, including but not limited to: fax, computer, internet, calculator, file cabinets, paper, and Medicare forms.

Rehabilitation equipment, presently at the ENVH facility, may be utilized by the Contractor in the treatment of Members. Therapy equipment provided by ENVH includes, but is subject to change:

6 Nu Steps,	1 Omni-cycle,	1 Treadmill,
Ultra sound,	Diathermy	Finger dexterity things
Balance board	Therapy mat	Hand weights,
T-Bars	Bow flex for WC	Standing frame
EVA walkers	Hydrocollator	Wall pulleys
Overhead pulleys	Walkers	Canes
Cones	Peg board	S/S lifts
FB lifts	Stairs	Oximeter
Pivot Disc	Slide boards	Gait belts
Wii and balance board	ADL Equipment	

Please indicate how if you would be able to provide services to members with the above resources.

Upon participating in the NDVA site visit, it became quite clear that the nursing facilities are state of the art and have therapy facilities that are equally well equipped. The equipment listed above will allow for a complete and thorough therapy plan of care that allows for all modes of treatment to be addressed effectively and efficiently at ENVH.

4. Contractor will provide progress reports to the Medical and Nursing staff, to keep them apprised of the condition of Members. Describe how you would provide progress reports to the medical and nursing staff.

Benchmark uses a state of the art software package designed exclusively for documentation of therapy services made by Optima Healthcare Solutions. This software package forces all therapists employed by Benchmark to complete timely documentation in terms of daily notes and progress reports. All evaluations, certifications, and recertifications must be completed prior to our therapists being permitted to enter billing charges for any of the services provided. We have the capacity to create an interface with most facility software systems that allows documentation to be "pulled over" and incorporated into the facility's Electronic Medical Record. If paper records are required, Benchmark will ensure that all documentation is printed and entered into the medical record on a daily basis. When necessary, Benchmark employs a Rehab Technician with the responsibility of ensuring timely sharing of clinical documentation.

5. The Contractor shall conduct weekly update meetings wherein the progress of current clients is discussed with a delegation from the respective Veterans' Home. Describe information that you would provide at the weekly meeting.

During such meetings at various customer locations, we typically share:

1. Resident/Patient Goals
2. Progress Achieved Towards Goals
3. Any Co-Morbidities Slowing Progress Toward Goals
4. Any Necessary Changes to Goals
5. Anticipated Discharge Date
6. Anticipated Needs Following Discharge from Therapy

## Corporate Overview

All proposals that are responsive to the RFP will be evaluated. Each evaluation category will have a maximum point potential. The State will conduct a fair, impartial, and comprehensive evaluation of all proposals in accordance with the criteria set forth below. Areas that will be addressed and scored during the evaluation include:

### BIDDER IDENTIFICATION AND INFORMATION

The bidder should provide the full company or corporate name, address of the company's headquarters, entity organization (corporation, partnership, proprietorship), state in which the bidder is incorporated or otherwise organized to do business, year in which the bidder first organized to do business and whether the name and form of organization has changed since first organized.

Benchmark Therapies is a therapist-owned provider of physical, occupational and speech therapy services. Working together with the customers we serve, we provide high quality, cost-effective rehabilitation services in skilled nursing, CCRCs, personal care, and assisted living facilities.

Benchmark was founded to better meet the needs of a single skilled nursing facility in west-central Pennsylvania. Since those early days, we have expanded our service area across the Commonwealth of Pennsylvania and into other states. Our current compliment of approximately 300 full and part-time therapists serves 26 customers.

We are free from the burden of answering to shareholders or being required to gain the blessing from corporate leadership located in a distant city prior to making decisions at the facility level. Instead, we focus on offering instant access to our leadership, and focus on collaborating with our customers in the decision-making process. We have consistently proven to have the resources, personnel, and methodologies needed to successfully serve our customers. At the same time, our size and local ownership provide us with a unique perspective and allow for highly personalized customer service.

### FINANCIAL STATEMENTS

The bidder should provide financial statements applicable to the firm. If publicly held, the bidder should provide a copy of the corporation's most recent audited financial reports and statements, and the name, address, and telephone number of the fiscally responsible representative of the bidder's financial or banking organization.

If the bidder is not a publicly held corporation, either the reports and statements required of a publicly held corporation, or a description of the organization, including size, longevity, client base, areas of specialization and expertise, and any other pertinent information, should be submitted in such a manner that proposal evaluators may reasonably formulate a determination about the stability and financial strength of the organization. Additionally, a non-publicly held firm should provide a banking reference.

The bidder must disclose any and all judgments, pending or expected litigation, or other real or potential financial reversals, which might materially affect the viability or stability of the organization, or state that no such condition is known to exist.

The State may elect to use a third party to conduct credit checks as part of the corporate overview evaluation.

Benchmark Therapies is a privately owned corporation formed in 2005. Financial Statements can be found in **Attachment C**.

### CHANGE OF OWNERSHIP

If any change in ownership or control of the company is anticipated during the twelve (12) months following the proposal due date, the bidder should describe the circumstances of such change and indicate when the change will likely occur. Any change of ownership to an awarded vendor(s) will require notification to the State.

Benchmark does not anticipate any change in ownership or control of the company during the twelve months following the proposal due date.

# 1ST SUMMIT BANK



August 6, 2018

Nebraska State Purchasing Department  
1526 K Street; Suite 130  
Lincoln, NE 68508

RE: Benchmark Therapies, Inc.  
403 Sixth Street  
P.O. Box 870  
Huntingdon, PA 16652

Dear :

Please be advised that the above referenced Company has been a valued customer of 1<sup>st</sup> Summit Bank since its inception in 2005. Both the company and its principal, Brock Eppley, maintain an excellent relationship with the Bank. Corporate deposits average in low seven figures and the company has access to a 1.0MM Line of Credit.

In addition to the above, I am not aware of any negative information regarding Benchmark and the Line of Credit carries our highest internal rating.

If you have any questions concerning this matter, please feel free to call me direct at (814) 262-4052 or via e-mail at [rgillman@1stsummit.com](mailto:rgillman@1stsummit.com). Otherwise, I trust this correspondence will suffice for its intended purpose.

Thank you.

Sincerely,



Russell E. Gillman  
Vice President &  
Commercial Loan Department Head

**Relationship Banking**  
At its Best

125 Donald Lane  
Post Office Box 5480  
Johnstown, PA 15904  
Telephone: 814-262-4000  
Facsimile: 814-269-4612  
[www.1stsummit.com](http://www.1stsummit.com)

Form **1120S**

**U.S. Income Tax Return for an S Corporation**

Do not file this form unless the corporation has filed or is attaching Form 2553 to elect to be an S corporation.

Information about Form 1120S and its separate instructions is at [www.irs.gov/form1120S](http://www.irs.gov/form1120S).

**COPIES**

For calendar year 2015 or tax year beginning ending

<b>A</b> S corporation effective date <b>06/06/05</b>	<b>TYPE</b> <b>OR</b> <b>PRINT</b>	<b>B</b> Name <b>BENCHMARK THERAPIES, INC.</b>	<b>D</b> Employer identification number <b>20-3051198</b>
<b>C</b> Business activity code number (see instructions) <b>812990</b>		<b>E</b> Number, street, and room or suite no. if a P.O. box, see instructions <b>PO BOX 870</b>	<b>F</b> Date incorporated <b>06/06/2005</b>
<b>G</b> Check if Sec. 1361(a)(2) applies <input type="checkbox"/>		<b>H</b> City or town, state or province, country, and ZIP or foreign postal code <b>HUNTINGDON PA 16652-0870</b>	<b>I</b> Total assets (see instructions) <b>\$ 671,489</b>

**G** Is the corporation electing to be an S corporation beginning with this tax year? Yes  No  If "Yes," attach Form 2553 if not already filed

**H** Check if: (1)  Final return (2)  Name change (3)  Address change (4)  Amended return (5)  S election termination or revocation

**I** Enter the number of shareholders who were shareholders during any part of the tax year **1**

Caution: Include only those of business income and expenses on lines 1a through 21. See the instructions for more information.

		1a	1b	1c
<b>Income</b>	<b>1a</b> Gross receipts or sales	<b>7,976,978</b>		
	<b>b</b> Returns and allowances		<b>13,717</b>	
	<b>c</b> Balance. Subtract line 1b from line 1a			<b>7,963,261</b>
	<b>2</b> Cost of goods sold (attach Form 1125-A)			
	<b>3</b> Gross profit. Subtract line 2 from line 1c			<b>7,963,261</b>
	<b>4</b> Net gain (loss) from Form 4797, line 17 (attach Form 4797)			
<b>5</b> Other income (loss) (see instructions—attach statement)	<b>SEE STMT 1</b>			<b>215,026</b>
<b>6</b> Total income (loss). Add lines 3 through 5				<b>8,178,287</b>
<b>Deductions</b>	<b>7</b> Compensation of officers (see instructions—attach Form 1125-E)			<b>559,410</b>
	<b>8</b> Salaries and wages (less employment credits)			<b>5,242,696</b>
	<b>9</b> Repairs and maintenance			<b>2,117</b>
	<b>10</b> Bad debts			
	<b>11</b> Rents			<b>399,529</b>
	<b>12</b> Taxes and licenses			<b>481,731</b>
	<b>13</b> Interest			
	<b>14</b> Depreciation not claimed on Form 1126-A or elsewhere on return (attach Form 4562)			<b>2,343</b>
	<b>15</b> Depletion (Do not deduct oil and gas depletion.)			
	<b>16</b> Advertising			<b>94,980</b>
	<b>17</b> Pension, profit-sharing, etc. plans			<b>140,313</b>
	<b>18</b> Employee benefit programs			<b>143,261</b>
	<b>19</b> Other deductions (attach statement)	<b>SEE STMT 2</b>		<b>440,334</b>
	<b>20</b> Total deductions. Add lines 7 through 19			<b>7,506,714</b>
	<b>21</b> Ordinary business income (loss). Subtract line 20 from line 6			<b>671,573</b>
<b>Tax and Payments</b>	<b>22a</b> Excess net passive income or LIFO recapture tax (see instructions)	<b>22a</b>		
	<b>b</b> Tax from Schedule D (Form 1120S)	<b>22b</b>		
	<b>c</b> Add lines 22a and 22b (see instructions for additional taxes)			<b>22c</b>
	<b>23a</b> 2015 estimated tax payments and 2014 overpayment credited to 2015	<b>23a</b>		
	<b>b</b> Tax deposited with Form 7004	<b>23b</b>		
	<b>c</b> Credit for federal tax paid on fuels (attach Form 4136)	<b>23c</b>		
	<b>d</b> Add lines 23a through 23c			<b>23d</b>
	<b>24</b> Estimated tax penalty (see instructions). Check if Form 2220 is attached			<b>24</b>
<b>25</b> Amount owed. If line 23d is smaller than the total of lines 22c and 24, enter amount owed			<b>25</b>	
<b>26</b> Overpayment. If line 23d is larger than the total of lines 22c and 24, enter amount overpaid			<b>26</b>	
<b>27</b> Enter amount from line 26 Credited to 2016 estimated tax			<b>27</b>	

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

May the IRS discuss this return with the preparer shown below (see instructions)?  Yes  No

**Sign Here** Signature of officer: **BROCK D. EPPLEY** Date: **03/06/16** Title: **PRESIDENT**

**Paid Preparer Use Only** Preparer's name: **PATRICK C. MCGLYNN, JR, E** Preparer's signature: **PATRICK C. MCGLYNN, JR, E** Date: **03/06/16** Check  or  PTIN: **P00670529**

Preparer's name: **ROBERT C. ONDICK, CPA, P.C.** Firm's EIN: **25-1754034**

Firm's address: **119 WALNUT STREET, SUITE 120 JOHNSTOWN, PA 15901** Phone no.: **814-536-7579**

12:52 PM  
01/17/16  
Cash Basis

Benchmark Therapies, Inc.  
Balance Sheet  
As of December 31, 2015

COPY

Dec 31, 15

ASSETS	
Current Assets	
Checking/Savings	
Checking, 1st Summit Bank	91,618.68
Money Market, 1st Summit Bank	526,323.29
Total Checking/Savings	617,941.97
Total Current Assets	617,941.97
Fixed Assets	
Leasehold Improvements	18,041.07
Vehicles	23,502.33
Equipment	112,544.48
Furniture and Equipment	7,200.00
Medical Equipment	424.90
Less, Accumulated Depreciation	-114,179.00
Total Fixed Assets	47,533.79
Other Assets	
Prepaid Taxes	6,014.00
Total Other Assets	6,014.00
<b>TOTAL ASSETS</b>	<b>671,489.76</b>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
Accrued Payroll Taxes	
Accrued FUTA	1,003.22
Accrued SUTA	10,763.64
Total Accrued Payroll Taxes	11,766.86
Payroll Liabilities	
Local Tax Payable	20,279.24
Philadelphia Local Payable	1,276.02
LST	1,952.00
PA UC W/H	1,392.53
Total Payroll Liabilities	24,899.79
Total Other Current Liabilities	36,666.65
Total Current Liabilities	36,666.65
Total Liabilities	36,666.65
Equity	
Capital Stock	5,000.00
Retained Earnings	1,001,393.00
DISTRIBUTION	-1,000,008.99
Net Income	628,439.10
Total Equity	634,823.11
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>671,489.76</b>

12:53 PM  
 01/17/16  
 Cash Basis

**Benchmark Therapies, Inc.**  
**Profit & Loss**  
**January through December 2015**

**COPY**

	Jan - Dec 15
Ordinary Income/Expense	
Income	
Fee for Service Income	7,976,978.03
Miscellaneous	27.48
Refunds	-13,717.27
Total Income	7,963,288.24
Gross Profit	7,963,288.24
Expense	
Advertising and Promotion	94,979.65
Automobile Expense	4,315.27
Bank Service Charges	2,149.17
Computer and Internet Expenses	35,751.27
Continuing Education	8,146.36
Contracted Services	98,682.36
Dues and Subscriptions	14,933.45
Employee Benefits	143,281.25
Gifts	3,738.04
Insurance Expense	23,519.25
Janitorial Expense	1,901.64
Legal & Accounting	35,527.02
License & Permits	72,584.73
Meals and Entertainment	12,674.62
Office Expense	27,159.87
Other Taxes	2,831.56
PAYROLL TAXES	
FICA Expense	321,934.78
FUTA Expense	5,891.77
Medicare Expense	81,684.40
SUTA Expense	68,591.24
PAYROLL TAXES - Other	797.93
Total PAYROLL TAXES	478,900.12
Pension Expense	140,313.38
Postage and Delivery	6,024.42
Professional Fees	512.00
Rent Expense	399,528.88
Repairs and Maintenance	2,117.06
Small Medical Equipment	5,796.64
Supplies	794.19
Telephone Expense	3,301.78
Travel Expense	83,141.53
Utilities	6,017.89
Wages	5,802,105.79
Total Expense	7,510,709.21
Net Ordinary Income	452,579.03
Other Income/Expense	
Other Income	
Miscellaneous Income	215,000.00
Interest Income	4,309.07
Total Other Income	219,309.07
Other Expense	
Misc. Expense	0.00
Depreciation Expense	34,899.00
Donations	8,750.00
Ask My Accountant	0.00
Total Other Expense	43,449.00
Net Other Income	175,860.07
Net Income	<u>628,439.10</u>

12:07 PM  
01/15/17  
Cash Basis

Benchmark Therapies, Inc.  
Balance Sheet  
As of December 31, 2016

COPY

Dec 31, 16

ASSETS	
Current Assets	
Checking/Savings	
Checking, 1st Summit Bank	450,466.90
Money Market, 1st Summit Bank	1,090,277.85
CASH	68,249.88
Total Checking/Savings	1,608,994.63
Total Current Assets	1,608,994.63
Fixed Assets	
Leasehold Improvements	18,041.07
Vehicles	23,502.33
Equipment	181,358.10
Furniture and Equipment	7,200.00
Medical Equipment	424.90
Less, Accumulated Depreciation	-189,944.00
Total Fixed Assets	40,582.40
Other Assets	
Prepaid Taxes	6,014.00
Total Other Assets	6,014.00
<b>TOTAL ASSETS</b>	<b>1,655,591.03</b>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
Accrued Payroll Taxes	
Accrued FUTA	930.69
Accrued SUTA	11,834.62
Total Accrued Payroll Taxes	12,765.31
Payroll Liabilities	
VT SIT	4,005.41
DE STATE W/H	2,710.18
Local Tax Payable	23,973.99
Philadelphia Local Payable	180.65
LST	1,867.00
PA UC W/H	1,537.46
401 (k)	.36.00
Total Payroll Liabilities	34,238.70
Total Other Current Liabilities	47,004.01
Total Current Liabilities	47,004.01
Long Term Liabilities	
Advances, Officers	50.28
Total Long Term Liabilities	50.28
Total Liabilities	47,054.29
Equity	
Capital Stock	5,000.00
Retained Earnings	629,823.11
Net Income	973,713.63
Total Equity	1,608,536.74
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>1,655,591.03</b>



11:49 AM  
01/15/17  
Cash Basis

Benchmark Therapies, Inc.  
Profit & Loss  
January through December 2016

COPY

Jan - Dec 16

Ordinary Income/Expense	
Income	
Fee for Service Income	11,562,089.81
Miscellaneous	-21,300.00
Refunds	-15,267.39
Total Income	11,525,502.42
Gross Profit	11,525,502.42
Expense	
Advertising and Promotion	74,994.87
Automobile Expense	3,252.32
Bank Service Charges	1,175.20
Computer and Internet Expenses	14,432.32
Continuing Education	7,191.15
Contracted Services	121,320.80
Dues and Subscriptions	13,454.00
Employee Benefits	175,289.09
Gifts	319.06
Insurance Expense	54,129.90
Janitorial Expense	1,682.22
Legal & Accounting	58,326.58
License & Permits	81,351.86
Meals and Entertainment	13,893.40
Office Expense	37,118.81
Other Taxes	2,848.25
PAYROLL TAXES	
FICA Expense	481,436.42
FUTA Expense	8,083.58
Medicare Expense	117,522.81
SUTA Expense	126,572.21
PAYROLL TAXES - Other	0.00
Total PAYROLL TAXES	733,615.02
Pension Expense	128,112.68
Postage and Delivery	9,041.92
Professional Fees	225.00
Rent Expense	471,862.68
Repairs and Maintenance	1,242.69
Supplies	10,535.13
Telephone Expense	3,808.60
Travel Expense	93,945.81
Utilities	4,544.52
Wages	7,901,893.38
Wages, Officers	458,410.00
Total Expense	10,478,025.26
Net Ordinary Income	1,047,477.16
Other Income/Expense	
Other Income	
Miscellaneous Income	4,366.91
Interest Income	3,954.56
Total Other Income	8,321.47
Other Expense	
Depreciation Expense	75,765.00
Donations	6,320.00
Total Other Expense	82,085.00
Net Other Income	-73,763.53
Net Income	973,713.63

Form **1120S**

**U.S. Income Tax Return for an S Corporation**

**COPY**  
1016

Department of the Treasury  
Internal Revenue Service

Do not file this form unless the corporation has filed or is attaching Form 2553 to elect to be an S corporation.

Information about Form 1120S and its separate instructions is at [www.irs.gov/form1120s](http://www.irs.gov/form1120s).

For calendar year 2016 or tax year beginning

ending

<b>A</b> S election effective date <b>06/06/05</b>	<b>TYPE</b>  <b>OR</b>  <b>PRINT</b>	<b>Name</b> <b>BENCHMARK THERAPIES, INC.</b>	<b>D</b> Employer identification number <b>20-3051198</b>
<b>B</b> Business activity code (see instructions) <b>812990</b>		<b>Number, street, and room or apt. no. (If a P.O. box, see instructions)</b> <b>PO BOX 870</b>	<b>E</b> Date incorporated <b>06/06/2005</b>
<b>C</b> Check if S corp. info attached <input type="checkbox"/>		<b>City or town, state or province, country, and ZIP or foreign postal code</b> <b>HUNTINGDON PA 16652-0870</b>	<b>F</b> Total assets (see instructions) <b>\$ 1,655,591</b>

**G** Is the corporation electing to be an S corporation beginning with this tax year?  Yes  No If "Yes," attach Form 2553 if not already filed

**H** Check if: (1)  Final return (2)  Name change (3)  Address change (4)  Amended return (5)  S election termination or revocation

**I** Enter the number of shareholders who were shareholders during any part of the tax year **1**

**Caution.** Include only trade or business income and expenses on lines 1a through 21. See the instructions for more information.

<b>Income</b>	<b>1a</b> Gross receipts or sales	<b>1a</b>	<b>11,525,502</b>	
	<b>b</b> Returns and allowances	<b>1b</b>		
	<b>c</b> Balance. Subtract line 1b from line 1a			<b>1c</b> <b>11,525,502</b>
	<b>2</b> Cost of goods sold (attach Form 1125-A)			<b>2</b>
	<b>3</b> Gross profit. Subtract line 2 from line 1c			<b>3</b> <b>11,525,502</b>
	<b>4</b> Net gain (loss) from Form 4797, line 17 (attach Form 4797)			<b>4</b>
<b>Deductions (see instructions for limitations)</b>	<b>5</b> Other income (loss) (see instructions—attach statement)		<b>SEE STMT 1</b>	<b>5</b> <b>5,646</b>
	<b>6</b> Total income (loss). Add lines 3 through 5			<b>6</b> <b>11,531,148</b>
	<b>7</b> Compensation of officers (see instructions—attach Form 1125-C)			<b>7</b> <b>471,650</b>
	<b>8</b> Salaries and wages (less employment credits)			<b>8</b> <b>7,901,893</b>
	<b>9</b> Repairs and maintenance			<b>9</b> <b>1,243</b>
	<b>10</b> Bad debts			<b>10</b>
	<b>11</b> Rents			<b>11</b> <b>471,863</b>
	<b>12</b> Taxes and licenses			<b>12</b> <b>737,740</b>
	<b>13</b> Interest			<b>13</b>
	<b>14</b> Depreciation not claimed on Form 1125-A or elsewhere on return (attach Form 4562)			<b>14</b> <b>6,951</b>
	<b>15</b> Depletion (Do not deduct oil and gas depletion.)			<b>15</b>
	<b>16</b> Advertising			<b>16</b> <b>74,995</b>
	<b>17</b> Pension, profit-sharing, etc., plans			<b>17</b> <b>128,113</b>
	<b>18</b> Employee benefit programs			<b>18</b> <b>162,046</b>
<b>19</b> Other deductions (attach statement)		<b>SEE STMT 2</b>	<b>19</b> <b>522,811</b>	
<b>20</b> Total deductions. Add lines 7 through 19			<b>20</b> <b>10,479,308</b>	
<b>21</b> Ordinary business income (loss). Subtract line 20 from line 6			<b>21</b> <b>1,051,840</b>	
<b>Tax and Payments</b>	<b>22a</b> Excess net passive income or LIFO recapture tax (see instructions)	<b>22a</b>		
	<b>b</b> Tax from Schedule D (Form 1120S)	<b>22b</b>		
	<b>c</b> Add lines 22a and 22b (see instructions for additional taxes)			<b>22c</b>
	<b>23a</b> 2016 estimated tax payments and 2015 overpayment credited to 2016	<b>23a</b>		
	<b>b</b> Tax deposited with Form 7004	<b>23b</b>		
	<b>c</b> Credit for federal tax paid on fuels (attach Form 4136)	<b>23c</b>		
	<b>d</b> Add lines 23a through 23c			<b>23d</b>
<b>24</b> Estimated tax penalty (see instructions). Check if Form 2220 is attached <input type="checkbox"/>			<b>24</b>	
<b>25</b> Amount owed. If line 23d is smaller than the total of lines 22c and 24, enter amount owed			<b>25</b>	
<b>26</b> Overpayment. If line 23d is larger than the total of lines 22c and 24, enter amount overpaid			<b>26</b>	
<b>27</b> Enter amount from line 26 credited to 2017 estimated tax <input type="checkbox"/> Refunded <input type="checkbox"/>			<b>27</b>	

Under penalties of perjury, I declare that I have examined this return, including any supporting schedules with reference to the best of my knowledge and belief and it is true, correct, and complete. We are aware of preparer's other tax filings reported on all information of which preparer has any knowledge.

**Sign Here** Signature of officer: **BROCK D. EPPLEY** Date: **02/01/17** Title: **PRESIDENT**

<b>Paid Preparer Use Only</b>	Preparer's name <b>PATRICK C. MCGLYNN, JR, E</b>	Preparer's signature <b>PATRICK C. MCGLYNN, JR, E</b>	Date <b>02/01/17</b>	Check <input type="checkbox"/> if self-employed	PTIN <b>P00670529</b>
	Firm's name <b>ROBERT C. ONDICK, CPA, P.C.</b>	Firm's EIN <b>25-1754034</b>			
	Firm's address <b>119 WALNUT STREET, SUITE 120 JOHNSTOWN, PA 15901</b>	Firm's phone <b>814-536-7579</b>			

11:33 AM  
01/20/18  
Cash Basis

Benchmark Therapies, Inc.  
Profit & Loss  
January through December 2017

COPY

	Jan - Dec 17
<b>Ordinary Income/Expense</b>	
<b>Income</b>	
Fee for Service Income	13,147,295.52
Refunds	-17,838.81
<b>Total Income</b>	13,129,656.71 *
<b>Gross Profit</b>	13,129,656.71
<b>Expense</b>	
Advertising and Promotion	59,703.92 *
Automobile Expense	4,058.88 *
Bank Service Charges	1,382.05 *
Computer and Internet Expenses	26,297.70 *
Continuing Education	11,547.43 *
Contracted Services	372,214.12 *
Dues and Subscriptions	7,538.23 *
Employee Benefits	198,543.52 *
Insurance Expense	79,520.58 *
Janitorial Expense	1,609.06 *
Legal & Accounting	47,505.29 *
License & Permits	60,696.10 *
Meals and Entertainment	8,814.11 *
Office Expense	18,380.51 *
Other Taxes	21,057.97 *
<b>PAYROLL TAXES</b>	
FICA Expense	513,120.65
FUTA Expense	10,252.14
Medicare Expense	126,981.54
SUTA Expense	106,647.45
<b>PAYROLL TAXES - Other</b>	0.00
<b>Total PAYROLL TAXES</b>	757,001.78 *
Pension Expense	545.79 *
Postage and Delivery	6,432.79 *
Professional Fees	225.00 *
Rent Expense	571,830.00 *
Repairs and Maintenance	1,853.32 *
Supplies	17,056.62 *
Telephone Expense	2,968.82 *
Travel Expense	101,505.79 *
Utilities	4,848.11 *
Wages	8,537,652.47 *
Wages, Officers	510,000.00 *
<b>Total Expense</b>	11,430,768.08
<b>Net Ordinary Income</b>	1,698,888.63
<b>Other Income/Expense</b>	
<b>Other Income</b>	
Interest Income	10,321.24 *
Miscellaneous Income	662.49 *
<b>SALE OF ASSETS</b>	-4,843.33 *
<b>Total Other Income</b>	6,140.40
<b>Other Expense</b>	
Depreciation Expense	10,335.00 *
Donations	2,500.00 *
<b>Total Other Expense</b>	12,835.00
<b>Net Other Income</b>	-6,694.60
<b>Net Income</b>	<u>1,692,194.03</u>

1120S

U.S. Income Tax Return for an S Corporation

Do not file this form unless the corporation has filed or is attaching Form 2553 to elect to be an S corporation.

Go to www.irs.gov/Form1120S for instructions and the latest information.

COPY

Header section containing tax year (2017), corporation name (BENCHMARK THERAPIES, INC.), EIN (812990), and address (HUNTINGDON, PA).

Is the corporation electing to be an S corporation beginning with this tax year? [X] No

Caution: Include only trade or business income and expenses on lines 1a through 21. See the instructions for more information.

Income section table with rows 1a-6. Total income (line 6) is 13,130,322.

Deductions section table with rows 7-21. Total deductions (line 20) is 11,430,634.

Tax and Payments section table with rows 22a-27. Amount owed (line 25) is 1,699,688.

Sign Here section with signature of Brock D. Eppley, President, dated 02/04/18.

Paid Preparer Use Only section with preparer name Patrick C. McGlynn, Jr., E and address 119 Walnut Street, Suite 120, Johnstown, PA.

11:29 AM  
 01/20/18  
 Cash Basis

Benchmark Therapies, Inc.  
**Balance Sheet**  
 As of December 31, 2017

**COPY**

Dec 31, 17

<b>ASSETS</b>	
<b>Current Assets</b>	
Checking/Savings	
CASH	67,914.01
Checking, 1st Summit Bank	850,400.37
Money Market, 1st Summit Bank	2,000,599.09
<b>Total Checking/Savings</b>	<b>2,918,913.47</b>
<b>Total Current Assets</b>	<b>2,918,913.47</b>
<b>Fixed Assets</b>	
Equipment	187,423.37
Furniture and Equipment	7,200.00
Leasehold Improvements	18,041.07
Less, Accumulated Depreciation	-191,420.00
Medical Equipment	424.90
<b>Total Fixed Assets</b>	<b>21,669.34</b>
<b>TOTAL ASSETS</b>	<b>2,940,582.81</b>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
<b>Other Current Liabilities</b>	
Accrued Payroll Taxes	
Accrued FICA	2,019.65
Accrued FUTA	881.46
Accrued Medicare	7,395.00
Accrued SUTA	8,850.98
<b>Total Accrued Payroll Taxes</b>	<b>18,947.09</b>
<b>Payroll Liabilities</b>	
FIT W/H	475,000.00
FICA W/H	2,019.65
Medicare W/H	11,036.63
LST Tax	
LST	1,664.00
<b>Total LST Tax</b>	<b>1,664.00</b>
<b>State Tax W/H</b>	
VT SIT	4,042.77
Ohio SIT	353.93
PA SIT W/H	15,649.94
<b>Total State Tax W/H</b>	<b>20,046.64</b>
<b>Local Tax Payable</b>	
Georgetown Local	154.56
OH School District	37.41
PA UC W/H	1,559.33
401 (k)	687.50
<b>Total Payroll Liabilities</b>	<b>535,953.67</b>
<b>Total Other Current Liabilities</b>	<b>554,900.76</b>
<b>Total Current Liabilities</b>	<b>554,900.76</b>
<b>Total Liabilities</b>	<b>554,900.76</b>

11:29 AM  
01/20/18  
Cash Basis

**Benchmark Therapies, Inc.**  
**Balance Sheet**  
**As of December 31, 2017**

**COPY**

Dec 31, 17

Equity	
Capital Stock	5,000.00 ◆
DISTRIBUTION	-914,948.72 ♣
Retained Earnings	1,603,436.74 ♣
Net Income	1,682,194.03 ♣
Total Equity	2,365,682.05
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<hr/>



**OFFICE LOCATION**

The bidder's office location responsible for performance pursuant to an award of a contract with the State of Nebraska should be identified.

Benchmark Therapies, Inc.  
403 Sixth Street  
PO Box 870  
Huntingdon, PA 16652

**RELATIONSHIPS WITH THE STATE**

The bidder should describe any dealings with the State over the previous ten (10) years. If the organization, its predecessor, or any Party named in the bidder's proposal response has contracted with the State, the bidder should identify the contract number(s) and/or any other information available to identify such contract(s). If no such contracts exist, so declare.

Benchmark Therapies has had no dealing with the State over the previous ten years.

**BIDDER'S EMPLOYEE RELATIONS TO STATE**

If any Party named in the bidder's proposal response is or was an employaa of the State within the past twelve (12) months, identify the individual(s) by name, State agency with whom employed, job title or position held with the State, and separation date. If no such relationship exists or has existed, so declare.

If any employee of any agency of the State of Nebraska is employed by the bidder or is a subcontractor to the bidder, as of the due date for proposal submission, identify all such persons by name, position held with the bidder, and position held with the State (including job title and agency). Describe the responsibilities of such persons within the proposing organization. If, after review of this information by the State, it is determined that a conflict of interest exists or may exist, the bidder may be disqualified from further consideration in this proposal. If no such relationship exists, so declare.

No party named in Benchmark's proposal response is or was an employee of the State within the past twelve (12) months.

No employee of any agency of the State of Nebraska is employed by Benchmark or is a subcontractor to Benchmark as of this date.

**CONTRACT PERFORMANCE**

If the bidder or any proposed subcontractor has had a contract terminated for default during the past seven (7) years, all such instances must be described as required below. Termination for default is defined as a notice to stop performance delivery due to the bidder's non-performance or poor performance, and the issue was either not litigated due to inaction on the part of the bidder or litigated and such litigation determined the bidder to be in default.

It is mandatory that the bidder submit full details of all termination for default experienced during the past seven (7) years, including the other Party's name, address, and telephone number. The response to this section must present the bidder's position on the matter. The State will evaluate the facts and will score the bidder's proposal accordingly. If no such termination for default has been experienced by the bidder in the past seven (7) years, so declare.

If at any time during the past seven (7) years, the bidder has had a contract terminated for convenience, non-performance, non-allocation of funds, or any other reason, describa fully all circumstances surrounding such tarmination, including the name and address of the other contracting Party.

Benchmark Therapies has not had a contract terminated for default at any time.



**SUMMARY OF BIDDER'S CORPORATE EXPERIENCE**

The bidder should provide a summary matrix listing the bidder's previous projects similar to this RFP in size, scope, and complexity. The State will use no more than three (3) narrative project descriptions submitted by the bidder during its evaluation of the proposal.

The bidder should address the following:

Provide narrative descriptions to highlight the similarities between the bidder's experience and this RFP with government and long term care organizations. These descriptions should include:

- The time period of the project;
- The scheduled and actual completion dates;
- The Contractor's responsibilities;
- For reference purposes, a customer name (including the name of a contact person, a current telephone number, a facsimile number, and e-mail address); and
- Each project description should identify whether the work was performed as the prime Contractor or as a subcontractor. If a bidder performed as the prime Contractor, the description should provide the originally scheduled completion date and budget, as well as the actual (or currently planned) completion date and actual (or currently planned) budget.

Contractor and subcontractor(s) experience should be listed separately. Narrative descriptions submitted for subcontractors should be specifically identified as subcontractor projects.

If the work was performed as a subcontractor, the narrative description should identify the same information as requested for the Contractors above. In addition, subcontractors should identify what share of contract costs, project responsibilities, and time period were performed as a subcontractor.

<b>Customer Company Name:</b> Pennsylvania Department of Military and Veterans' Affairs		<b>Contact:</b> Andrew Ruscavage, Director of PA State Veterans' Homes	
<b>Address:</b> Various		<b>Phone Number:</b> (717) 861-8906 <b>Email:</b> N/A	
<b>Project Name:</b> Comprehensive Physical, Occupational, and Speech Therapy Services; Restorative Nursing Program; Fitness	<b>Beginning Date of Project (month/year):</b> 03/2011	<b>Ending Date of Project (month/year):</b> <i>Still Engaged</i>	Prime Contractor
<p>Benchmark's relationship with the Pennsylvania Bureau of State Veterans' Homes dates back to 2005. In 2011, we were selected to serve as the sole provider of therapy services for the six Pennsylvania State Veterans' Homes. Benchmark was chosen through a competitive bid process, defeating several large, publicly traded companies in the process. Our selection was due to our performance at several of the facilities we had served prior to the statewide bid.</p> <p>The complexity of this project is not to be understated. The Pennsylvania Veterans' Home System cares for over 1,500 residents throughout the Commonwealth. The facilities are located in all corners of the Commonwealth, including Pittsburgh and Philadelphia. The locations of the facilities represent several very difficult labor markets.</p> <p>Benchmark was able to successfully staff all six facilities on a very compressed timeframe. Previous vendors were unable to successfully staff several of the facilities where we have been experiencing some of our greatest success.</p>			



<b>Customer Company Name:</b> Delaware Veterans' Home		<b>Contact:</b> Bill Peterson, Administrator	
<b>Address:</b> 100 Delaware Veterans Boulevard Milford, DE		<b>Phone Number:</b> (302) 424-6000 <b>Email:</b> bill.peterson@de.state.us	
<b>Project Name:</b> Comprehensive Physical, Occupational, and Speech Therapy Services	<b>Beginning Date of Project (month/year):</b> 07/2015	<b>Ending Date of Project (month/year):</b> <i>Still Engaged</i>	<b>Prime Contractor</b>
<p>The state of Delaware began a contract with Benchmark in July 2015 to provide comprehensive physical, occupational and speech therapy services to the Delaware Veterans' Home, a 150 bed skilled nursing facility. The previous vendor had difficulty staffing and maintaining a sufficient level of customer service.</p> <p>Since Benchmark has assumed services, we have a robust, full time staff with little turnover and we have been able to provide the level of customer service desired. In addition, therapy services have improved drastically as has the relationship between therapy and DVH staff.</p>			

<b>Customer Company Name:</b> Vermont Veterans' Home		<b>Contact:</b> Melissa Jackson, NHA, CEO	
<b>Address:</b> 325 North Street Bennington, VT 05201		<b>Phone Number:</b> (802) 442-6353 <b>Email:</b> aojeda@pa.gov	
<b>Project Name:</b> Comprehensive Physical, Occupational, and Speech Therapy Services	<b>Beginning Date of Project (month/year):</b> 02/2016	<b>Ending Date of Project (month/year):</b> <i>Still Engaged</i>	
<p>The state of Vermont began a contract with Benchmark in February 2016 to provide comprehensive physical, occupational and speech therapy services to the Vermont Veterans' Home, a 177 bed skilled nursing facility. The previous vendor had difficulty staffing and maintaining a sufficient level of customer service.</p> <p>Since Benchmark has assumed services, we have a robust, full time staff with little turnover and we have been able to provide the level of customer service desired. In addition, therapy services have improved drastically as has the relationship between therapy and VVH staff.</p>			



#### **SUMMARY OF BIDDER'S PROPOSED PERSONNEL/MANAGEMENT APPROACH**

The bidder should present a detailed description of its proposed approach to the management of the project.

The bidder should identify the specific professionals who will work on the State's project if their company is awarded the contract resulting from this RFP. The names and titles of the team proposed for assignment to the State project should be identified in full, with a description of the team leadership, interface and support functions, and reporting relationships. The primary work assigned to each person should also be identified.

The bidder should provide resumes for all personnel proposed by the bidder to work on the project. The State will consider the resumes as a key indicator of the bidder's understanding of the skill mixes required to carry out the requirements of the RFP in addition to assessing the experience of specific individuals.

Benchmark's proposed management approach is comprehensive in nature, and builds upon the successes and experiences gained through providing restorative nursing training programs, resident exercise programs, and therapy services at skilled nursing facilities throughout multiple states. We possess a unique perspective on direct-bill therapy delivery gained through our experience providing services to other Homes over the past thirteen years. Our philosophy is straightforward and focuses on the following six key principles that we feel are of critical importance to successful programs:

- **Commit to open and regular communication.** We take a proactive approach to communication. Our openness fosters collaboration and ensures successful and prompt action planning.
- **Decisions are driven by quality.** Since Benchmark's inception, we made the commitment to only partner with facilities where we would be comfortable sending a family member. Our commitment to quality drives every decision that we make and serves to enhance the reputation of the customers we serve.
- **Serve as a partner in the delivery of care.** A therapy department can only become a high functioning unit through a collaborative relationship with all critical departments within the facility. We focus on working in lock-step with administration, nursing, social services, dietary, activities, medical director, maintenance, housekeeping, family members and the business office.
- **Commit to adequate staffing models.** The single most important factor affecting quality and customer service is the right number of quality therapists. As proven at the Veterans' Homes we currently serve, we hire therapists who have made a long-term commitment to meeting the high standards of the Veterans' Homes and Benchmark.
- **Provide the "Gold Standard" in customer service.** Our senior team is committed to being highly responsive in order to address any questions or concerns DMVA may have. Our program managers are empowered decision makers who are in the buildings we serve every day, and our Area Managers, Director of Quality Assurance, and President are regularly in the building, proactively serving our customers.
- **Focus on Continuous improvement.** Benchmark is committed to an ongoing effort to improve services and processes. The methods that we use to deliver care are constantly evaluated and improved in the light of their efficiency, effectiveness, and flexibility. Our commitment is to incorporate feedback from the facility, therapists, and resident and to compare that feedback against our organizational goals. Whether it is a new technology or clinical protocol, we are committed to staying ahead of the curve.

**Figure A: SERVICE DELIVERY MODEL**

**Figure A: Service Delivery Model**, provides a graphical overview of the components that are involved in the delivery of services at the Veterans' Homes.

Strong leadership and support for therapists is a critical element in the delivery of services. The right leaders ensure the Veterans' Homes' goals are reached, performance is measured, and best practices are enacted. Benchmark's size of approximately 300 therapists allows for a relatively flat organizational structure, void of bureaucracy and inertia. When an Administrator, Director of Quality Assurance, Director of Nursing, etc. make a request, we respond immediately. Leadership for the Nebraska Veterans Homes will consist of **Benchmark's President, Quality Assurance Director, Area Manager**, and two site level **Program Managers**.



**Brock Epley, MA, CCC-SLP**  
President



**Jennifer Mulraney, MOTR/L**  
Director of Quality Assurance

The determined Area Manager works in close collaboration with our Director of Quality Assurance, Jennifer Mulraney, MOTR/L, in order to ensure that efficient, fully compliant, and clinically proficient programs are implemented in our clients' facilities. After serving as a Program Manager for Benchmark, Ms. Mulraney advanced to her current role of Director of Quality Assurance where she has served as a key member of our team since 2011. Ms. Mulraney reports directly to Benchmark's President, Brock Epley, MA, CCC-SLP. Mr. Epley founded Benchmark over 13 years ago and has extensive experience in overseeing program implementation and operation in the Pennsylvania State Veterans' Homes and numerous other non-profit and for-profit campuses.

Under the operational direction of the Area Manager and regulatory direction of Ms. Mulraney, our two site-level Program Managers will serve as the everyday and main point of contact concerning services provided to the Homes.

**Table 1: Responsibility Matrix**, provides a summary of our management positions and the responsibilities associated with each position.

Position	Responsibility
<b>President</b>	<ul style="list-style-type: none"> <li>➤ Identify all regulatory, clinical, technological and operational needs of our customers and therapists, and allocate the resources needed to meet those needs</li> <li>➤ Set all strategic goals and objectives</li> <li>➤ Serve as a contact and resource for Veterans' Homes leadership to ensure organizational goals are met</li> <li>➤ Ensure quality of care, customer satisfaction, governance and compliance</li> <li>➤ Set all human resource policies</li> <li>➤ Provide guidance and direction for program development at the Veterans' Homes</li> <li>➤ Empower managers and therapists to meet or exceed the needs of the Veterans' Homes</li> </ul>
<b>Director of Quality Assurance</b>	<ul style="list-style-type: none"> <li>➤ Educate therapists concerning changing regulations and clinical practices, and perform internal auditing</li> <li>➤ Ensure clinical and regulatory compliance as well as standardization of the delivery of care</li> <li>➤ Perform in-service trainings, mock surveys, internal audits, and legal updates</li> <li>➤ Maintain and enforce compliance procedures</li> <li>➤ Ensure strict adherence to HIPAA regulations</li> <li>➤ Serve as the company wide subject matter expert on emerging clinical protocols and best practices</li> <li>➤ Maintain gold standard of care through guiding continuous improvement efforts</li> <li>➤ Identify and implement emerging technologies to assure state of the art care</li> <li>➤ Serve as a clinical resource for DMVA Administration</li> </ul>

	Responsibility
<b>Area Manager</b>	<ul style="list-style-type: none"> <li>➤ Provide direct support and supervision to program managers and building therapists</li> <li>➤ Implement strategic initiatives at the building level</li> <li>➤ Serve as a subject matter expert concerning regulatory, clinical and operational procedures</li> <li>➤ Identify operational needs and implement action plans at the building level</li> <li>➤ Serve as a contact and resource for Veterans' Homes leadership to ensure organizational goals are met</li> <li>➤ Ensure RNP Training Program efficacy</li> <li>➤ Ensure Resident Exercise Program efficacy</li> <li>➤ Provide regular reports and communications to Clinical Services Manager for each Veterans Home</li> <li>➤ Provide reports and communications to Director, Bureau of Veterans' Homes, Chief of Clinical Services, and Chief of Operations</li> </ul>
<b>Program Manager</b>	<ul style="list-style-type: none"> <li>➤ Serve as the main point of contact for the Commandant, Deputy Commandant, Director of Nursing, RNAC, etc. at each respective Veterans' Home</li> <li>➤ Supervise and manage staff therapists and therapy assistants</li> <li>➤ Attend all applicable building meetings</li> <li>➤ Report to Benchmark leadership on building performance and status of initiatives</li> <li>➤ Facilitate positive relationships with residents and residents' families</li> </ul>
<b>Restorative Nursing Training Coordinator</b>	<ul style="list-style-type: none"> <li>➤ Serve as a consultant for both restorative nursing programs and exercise programs within the Homes.</li> </ul>

We ensure the quality and integrity of our services by first hiring excellent managers and developing systems of internal auditing and quality improvement that identify any weaknesses in our programs before they escalate to crisis situations. We allocate substantial company resources and personnel to be on the ground and hands-on with each contract that we serve.

Our program managers share our organizational guiding principles of **passion, perseverance, teamwork, innovation, and excellence**. The program manager's primary role is ensuring quality of care, adherence to policies and procedures, and serving as the Veterans' Homes' main liaison. Typical meetings that will be attended by program managers include, but are not limited to:

- QA/QI Meetings
- Falls Committee Meetings
- Department Head Meetings
- Morning Meetings/Stand-up
- Restorative Nursing Meetings
- High Risk Nutrition Meetings
- Restraint Reduction Meetings
- Care Plan Meetings
- Safety Committee Meetings
- Wound Care Meetings

Our program managers are not burdened with unreasonable demands to generate billable charges. Instead, they focus on oversight and serving as a liaison with the Veterans' Homes' administration. Additionally, we recognize the importance of area managers and senior leadership being present in the buildings we serve. This approach has been valuable to us in understanding our customers' needs.

In addition to the clinical and operational support infrastructure in place at Benchmark, we will provide additional corporate support to the program in the form of our robust direct-bill capabilities. In this regard, Benchmark's resources, capabilities, and experience far outweigh that of any of our competitors responding to this procurement. We are able to ensure that services to Nebraska's Veterans will not be disrupted due to inability to obtain third-party reimbursement.

#### **STAFFING REQUIREMENTS AND LICENSING**

Describe how the bidder will meet the following Contractor requirements by providing the response in the box provided below.

The Contractor shall have available to provide services, at a minimum per facility:

- a) One (1) Nebraska licensed Speech Therapist;
- b) One (1) Occupational Therapist;
- c) One (1) Certified Occupational Therapy Assistant;
- d) One (1) Physical Therapist;
- e) One (1) Physical Therapy Assistant, ;and,
- f) One (1) Rehab Tech.

These are the minimum staffing required to meet the rehabilitation needs of GIVH/CNVH/ENVH Members. One licensed Therapist shall be designated to serve as the onsite coordinator for all activities of the contract for no less than thirty-two (32) hours per week, Monday through Friday.

The onsite coordinator will be the point of contact between the State and the Contractor's personnel.

The single most important factor affecting quality of care and customer service is the right number of quality therapists. We feel that hiring the right number of therapists and committing them to one customer alleviates the most common issues related to therapy delivery.

As proven at the clients we currently serve, we hire therapists who have made a long-term commitment to meeting the high standards of our clients and Benchmark. We believe strongly in hiring permanent staff. This continuity of care allows residents, staff, and administration to build familiarity, and this familiarity inherently develops trust and efficiency.

A staff of appropriate size results in thorough analysis of community member needs and assures that therapists have sufficient time and resources to address and meet all of those needs. Understaffed therapy departments are destined to fall short of today's needs. A therapy department consisting of minimal staff will only meet the community's minimum needs. Such staffing patterns preclude therapists from going the extra mile to ensure that residents are not only safe, but thriving;



that screens are thorough, and that extra effort is taken to address needs. A therapist that feels isolated and overwhelmed may literally be unable to absorb new information, partner with nursing staff and RNACs, or take on additional challenges. It is not infrequent that such situations result in therapist turnover, compromised resident care, and diminished outcomes.

Benchmark will meet at minimum the needs listed above and will provide these staff for a minimum of 32 hours per week with availability Monday through Friday.

**SUBCONTRACTORS**

If the bidder intends to subcontract any part of its performance hereunder, the bidder should provide:

- i. name, address, and telephone number of the subcontractor(s);
- ii. specific tasks for each subcontractor(s);
- iii. percentage of performance hours intended for each subcontract; and
- iv. total percentage of subcontractor(s) performance hours.

Benchmark does not intend to subcontract any part of its performance.

**II. TERMS AND CONDITIONS**

**Bidders should complete Sections II through VI as part of their proposal.** Bidder is expected to read the Terms and Conditions and should initial either accept, reject, or reject and provide alternative language for each clause. The bidder should also provide an explanation of why the bidder rejected the clause or rejected the clause and provided a terrate language. By signing the RFP, bidder is agreeing to be legally bound by all the accepted terms and conditions, and any proposed alternative terms and conditions submitted with the proposal. The State reserves the right to negotiate rejected or proposed alternative language. If the State and bidder fail to agree on the final Terms and Conditions, the State reserves the right to reject the proposal. The State of Nebraska is soliciting proposals in response to this RFP. The State of Nebraska reserves the right to reject proposals that attempt to substitute the bidder's commercial contracts and/or documents for this RFP.

The bidders should submit with their proposal any license, user agreement, service level agreement, or similar documents that the bidder wants incorporated in the contract. The State will not consider incorporation of any document not submitted with the bidder's proposal as the document will not have been included in the evaluation process. These documents shall be subject to negotiation and will be incorporated as addendums if agreed to by the Parties.

If a conflict or ambiguity arises after the Addendum to Contract Award have been negotiated and agreed to, the Addendum to Contract Award shall be interpreted as follows:

1. If only one Party has a particular clause then that clause shall control;
2. If both Parties have a similar clause, but the clauses do not conflict, the clauses shall be read together;
3. If both Parties have a similar clause, but the clauses conflict, the State's clause shall control.

**A. GENERAL**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
BE			

The contract resulting from this RFP shall incorporate the following documents:

1. Request for Proposal and Addenda;
2. Amendments to the RFP;
3. Questions and Answers;
4. Contractor's proposal (RFP and properly submitted documents);
5. The executed Contract and Addendum One to Contract, if applicable; and,
6. Amenoments/Addendums to the Contract.

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a future contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment to the executed Contract with the most recent dated amendment having the highest priority, 2) executed Contract and any attached Addenda, 3) Amendments to RFP and any Questions and Answers, 4) the original RFP document and any Addenda, and 5) the Contractor's submitted Proposal.

Any ambiguity or conflict in the contract discovered after its execution, not otherwise addressed herein, shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska.



**B. NOTIFICATION**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
BE			

Contractor and State shall identify the contract manager who shall serve as the point of contact for the executed contract.

Communications regarding the executed contract shall be in writing and shall be deemed to have been given if delivered personally or mailed by U.S. Mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth below, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or three (3) calendar days following deposit in the mail.

**C. GOVERNING LAW (Statutory)**

Notwithstanding any other provision of this contract or any amendment or addendum(s) entered into contemporaneously or at a later time, the parties understand and agree that, (1) the State of Nebraska is a sovereign state and its authority to contract is therefore subject to limitation by the State's Constitution, statutes, common law, and regulation; (2) this contract will be interpreted and enforced under the laws of the State of Nebraska; (3) any action to enforce the provisions of this agreement must be brought in the State of Nebraska per state law; (4) the person signing this contract on behalf of the State of Nebraska does not have the authority to waive the State's sovereign immunity, statutes, common law, or regulations; (5) the indemnity, limitation of liability, remedy, and other similar provisions of the final contract, if any, are entered into subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity; and (6) all terms and conditions of the final contract, including but not limited to the clauses concerning third party use, licenses, warranties, limitations of liability, governing law and venue, usage verification, indemnity, liability, remedy or other similar provisions of the final contract are entered into specifically subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity.

The Parties must comply with all applicable local, state and federal laws, ordinances, rules, orders, and regulations.

**D. BEGINNING OF WORK**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
BE			

The bidder shall not commence any billable work until a valid contract has been fully executed by the State and the successful Contractor. The Contractor will be notified in writing when work may begin.

**E. CHANGE ORDERS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
BE			

The State and the Contractor, upon the written agreement, may make changes to the contract within the general scope of the RFP. Changes may involve specifications, the quantity of work, or such other items as the State may

find necessary or desirable. Corrections of any deliverable, service, or work required pursuant to the contract shall not be deemed a change. The Contractor may not claim forfeiture of the contract by reasons of such changes.

The Contractor shall prepare a written description of the work required due to the change and an itemized cost sheet for the change. Changes in work and the amount of compensation to be paid to the Contractor shall be determined in accordance with applicable unit prices if any, a pro-rated value, or through negotiations. The State shall not incur a price increase for changes that should have been included in the Contractor's proposal, were foreseeable, or result from difficulties with or failure of the Contractor's proposal or performance.

No change shall be implemented by the Contractor until approved by the State, and the contract is amended to reflect the change and associated costs, if any. If there is a dispute regarding the cost, but both parties agree that immediate implementation is necessary, the change may be implemented and cost negotiations may continue with both Parties retaining all remedies under the contract and law.

**F. NOTICE OF POTENTIAL CONTRACTOR BREACH**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
BE			

If Contractor breaches the contract or anticipates breaching the contract, the Contractor shall immediately give written notice to the State. The notice shall explain the breach or potential breach, a proposed cure and may include a request for a waiver of the breach if so desired. The State may, in its discretion, temporarily or permanently waive the breach. By granting a waiver, the State does not forfeit any rights or remedies to which the State is entitled by law or equity, or pursuant to the provisions of the contract. Failure to give immediate notice, however, may be grounds for denial of any request for a waiver of a breach.

**G. BREACH**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
BE			

Either Party may terminate the contract, in whole or in part, if the other Party breaches its duty to perform its obligations under the contract in a timely and proper manner. Termination requires written notice of default and a thirty (30) calendar day (or longer at the non-breaching Party's discretion considering the gravity and nature of the default) cure period. Said notice shall be delivered by Certified Mail, Return Receipt Requested, or in person with proof of delivery. Allowing time to cure a failure or breach of contract does not waive the right to immediately terminate the contract for the same or different contract breach which may occur at a different time. In case of default of the Contractor, the State may contract the service from other sources and hold the Contractor responsible for any excess cost occasioned thereby.

The State's failure to make payment shall not be a breach, and the Contractor shall retain all available statutory remedies and protections.

H. NON-WAIVER OF BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
BE			

The acceptance of late performance with or without objection or reservation by a Party shall not waive any rights of the Party nor constitute a waiver of the requirement of timely performance of any obligations remaining to be performed.

I. SEVERABILITY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
BE			

If any term or condition of the contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the provision held to be invalid or illegal.

J. INDEMNIFICATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
BE			

1. GENERAL

The Contractor agrees to defend, indemnify, and hold harmless the State and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") from and against any and all third party claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses ("the claims"), sustained or asserted against the State for personal injury, death, or property loss or damage arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the Contractor, its employees, subcontractors, consultants, representatives, and agents, resulting from this contract, except to the extent such Contractor liability is attenuated by any action of the State which directly and proximately contributed to the claims.

2. INTELLECTUAL PROPERTY

The Contractor agrees it will, at its sole cost and expense, defend, indemnify, and hold harmless the indemnified parties from and against any and all claims, to the extent such claims arise out of, result from, or are attributable to, the actual or alleged infringement or misappropriation of any patent, copyright, trade secret, trademark, or confidential information of any third party by the Contractor or its employees, subcontractors, consultants, representatives, and agents; provided, however, the State gives the Contractor prompt notice in writing of the claim. The Contractor may not settle any infringement claim that will affect the State's use of the Licensed Software without the State's prior written consent, which consent may be withheld for any reason.

If a judgment or settlement is obtained or reasonably anticipated against the State's use of any intellectual property for which the Contractor has indemnified the State, the Contractor shall, at the Contractor's sole

cost and expense, promptly modify the item or items which were determined to be infringing, acquire a license or licenses on the State's behalf to provide the necessary rights to the State to eliminate the infringement, or provide the State with a non-infringing substitute that provides the State the same functionality. At the State's election, the actual or anticipated judgment may be treated as a breach of warranty by the Contractor, and the State may receive the remedies provided under this RFP.

**3. PERSONNEL**

The Contractor shall, at its expense, indemnify and hold harmless the indemnified parties from and against any claim with respect to withholding taxes, worker's compensation, employee benefits, or any other claim, demand, liability, damage, or loss of any nature relating to any of the personnel, including subcontractor's and their employees, provided by the Contractor.

**4. SELF-INSURANCE**

The State of Nebraska is self-insured for any loss and purchases excess insurance coverage pursuant to Neb. Rev. Stat. § 81-8239.01 (Reissue 2008). If there is a presumed loss under the provisions of this agreement, Contractor may file a claim with the Office of Risk Management pursuant to Neb. Rev. Stat. §§ 81-8,829 – 81-8,306 for review by the State Claims Board. The State retains all rights and immunities under the State Miscellaneous (Section 81-8,294), Tort (Section 81-8,209), and Contract Claim Acts (Section 81-8,302), as outlined in Neb. Rev. Stat. § 81-3209 et seq. and under any other provisions of law and accepts liability under this agreement to the extent provided by law.

5. The Parties acknowledge that Attorney General for the State of Nebraska is required by statute to represent the legal interests of the State, and that any provision of this indemnity clause is subject to the statutory authority of the Attorney General.

**K. ATTORNEY'S FEES**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
BE			

In the event of any litigation, appeal, or other legal action to enforce any provision of the contract, the Parties agree to pay all expenses of such action, as permitted by law and if ordered by the court, including attorney's fees and costs, if the other Party prevails.

**L. ASSIGNMENT, SALE, OR MERGER**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
BE			

Either Party may assign the contract upon mutual written agreement of the other Party. Such agreement shall not be unreasonably withheld.

The Contractor retains the right to enter into a sale, merger, acquisition, internal reorganization, or similar transaction involving Contractor's business. Contractor agrees to cooperate with the State in executing amendments to the contract to allow for the transaction. If a third party or entity is involved in the transaction, the Contractor will remain responsible for performance of the contract until such time as the person or entity involved in the transaction agrees in writing to be contractually bound by this contract and perform all obligations of the contract.

**M. CONTRACTING WITH OTHER NEBRASKA POLITICAL SUB-DIVISIONS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
BE			

The Contractor may but shall not be required to, allow agencies, as defined in Neb. Rev. Stat. §81-145, to use this contract. The terms and conditions, including price, of the contract may not be amended. The State shall not be contractually obligated or liable for any contract entered into pursuant to this clause. A listing of Nebraska political subdivisions may be found at the website of the Nebraska Auditor of Public Accounts.

**N. FORCE MAJEURE**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
BE			

Neither Party shall be liable for any costs or damages, or for default resulting from its inability to perform any of its obligations under the contract due to a natural or manmade event outside the control and not the fault of the affected Party ("Force Majeure Event"). The Party so affected shall immediately make a written request for relief to the other Party, and shall have the burden of proof to justify the request. The other Party may grant the relief requested; relief may not be unreasonably withheld. Labor disputes with the impacted Party's own employees will not be considered a Force Majeure Event.

**O. CONFIDENTIALITY**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
BE			

All materials and information provided by the Parties or acquired by a Party on behalf of the other Party shall be regarded as confidential information. All materials and information provided or acquired shall be handled in accordance with federal and state law, and ethical standards. Should said confidentiality be breached by a Party, the Party shall notify the other Party immediately of said breach and take immediate corrective action.

It is incumbent upon the Parties to inform their officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a (i)(1), which is made applicable by 5 U.S.C. 552a (m)(1), provides that any officer or employee, who by virtue of his/her employment or official position has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

**P. LONG-TERM CARE OMBUDSMAN (Statutory)**

Contractor must comply with the Long-Term Care Ombudsman Act, Neb. Rev. Stat. §§ 81-2237 et seq. This section shall survive the termination of this contract.

**Q. EARLY TERMINATION**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
BE			

The contract may be terminated as follows:

1. The State and the Contractor, by mutual written agreement, may terminate the contract at any time.
2. The State, in its sole discretion, may terminate the contract for any reason upon thirty (30) calendar days written notice to the Contractor. Such termination shall not relieve the Contractor of warranty or other service obligations incurred under the terms of the contract. In the event of termination the Contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.
3. The State may terminate the contract immediately for the following reasons:
  - a. if directed to do so by statute;
  - b. Contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
  - c. a trustee or receiver of the Contractor or of any substantial part of the Contractor's assets has been appointed by a court;
  - d. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Contractor, its employees, officers, directors, or shareholders;
  - e. an involuntary proceeding has been commenced by any Party against the Contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the Contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Contractor has been decreed or adjudged a debtor;
  - f. a voluntary petition has been filed by the Contractor under any of the chapters of Title 11 of the United States Code;
  - g. Contractor intentionally discloses confidential information;
  - h. Contractor has or announces it will discontinue support of the deliverable; and,
  - i. In the event funding is no longer available.

**R. CONTRACT CLOSEOUT**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
BE			

Upon contract closeout for any reason the Contractor shall within 30 days, unless stated otherwise herein:

1. Transfer all completed or partially completed deliverables to the State;
2. Transfer ownership and title to all completed or partially completed deliverables to the State;
3. Return to the State all information and data, unless the Contractor is permitted to keep the information or data by contract or rule of law. Contractor may retain one copy of any information or data as required to comply with applicable work product documentation standards or as are automatically retained in the course of Contractor's routine back up procedures;
4. Cooperate with any successor Contractor, person or entity in the assumption of any or all of the obligations of this contract;
5. Cooperate with any successor Contractor, person or entity with the transfer of information or data related to this contract;
6. Return or vacate any state owned real or personal property; and,
7. Return all data in a mutually acceptable format and manner.

Nothing in this Section should be construed to require the Contractor to surrender intellectual property, real or personal property, or information or data owned by the Contractor for which the State has no legal claim.

### III. CONTRACTOR DUTIES

#### A. INDEPENDENT CONTRACTOR / OBLIGATIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
B6			

It is agreed that the Contractor is an independent contractor and that nothing contained herein is intended or should be construed as creating or establishing a relationship of employment, agency, or a partnership.

The Contractor is solely responsible for fulfilling the contract. The Contractor or the Contractor's representative shall be the sole point of contact regarding all contractual matters.

The Contractor shall secure, at its own expense, all personnel required to perform the services under the contract. The personnel the Contractor uses to fulfill the contract shall have no contractual or other legal relationship with the State; they shall not be considered employees of the State and shall not be entitled to any compensation, rights or benefits from the State, including but not limited to, tenure rights, medical and hospital care, sick and vacation leave, severance pay, or retirement benefits.

By-name personnel commitments made in the Contractor's proposal shall not be changed without the prior written approval of the State. Replacement of these personnel, if approved by the State, shall be with personnel of equal or greater ability and qualifications.

All personnel assigned by the Contractor to the contract shall be employees of the Contractor or a subcontractor, and shall be fully qualified to perform the work required herein. Personnel employed by the Contractor or a subcontractor to fulfill the terms of the contract shall remain under the sole direction and control of the Contractor or the subcontractor respectively.

With respect to its employees, the Contractor agrees to be solely responsible for the following:

1. Any and all pay, benefits, and employment taxes and/or other payroll withholding;
2. Any and all vehicles used by the Contractor's employees, including all insurance required by state law;
3. Damages incurred by Contractor's employees within the scope of the Contractor's duties under the contract;
4. Maintaining Workers' Compensation and health insurance that complies with state and federal law and submitting any reports on such insurance to the extent required by governing law; and
5. Determining the hours to be worked and the duties to be performed by the Contractor's employees;
6. All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination alleged against the Contractor, its officers, agents, or subcontractors or subcontractor's employees).

If the Contractor intends to utilize any subcontractor, the subcontractor's level of effort, tasks, and time allocation should be clearly defined in the bidder's proposal. The Contractor shall agree that it will not utilize any subcontractors not specifically included in its proposal in the performance of the contract without the prior written authorization of the State.

The State reserves the right to require the Contractor to reassign or remove from the project any Contractor or subcontractor employee.

Contractor shall insure that the terms and conditions contained in any contract with a subcontractor does not conflict with the terms and conditions of this contract.

The Contractor shall include a similar provision, for the protection of the State, in the contract with any subcontractor engaged to perform work on this contract.



**B. EMPLOYEE WORK ELIGIBILITY STATUS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
BE			

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of an employee.

If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at <http://das.nebraska.gov/material/purchasing.html>.  
The completed United States Attestation Form should be submitted with the RFP response.
2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

**C. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION (Statutory)**

The Contractor shall comply with all applicable local, state, and federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act prohibits Contractors of the State of Nebraska, and their subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions, compensation or privileges of employment because of race, color, religion, sex, disability, marital status, or national origin (Neb. Rev. Stat. §48-1101 to 48-1125). The Contractor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The Contractor shall insert a similar provision in all subcontracts for services to be covered by any contract resulting from this RFP.

**D. COOPERATION WITH OTHER CONTRACTORS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
BE			

Contractor may be required to work with or in close proximity to other contractors or individuals that may be working on same or different projects. The Contractor shall agree to cooperate with such other contractors or individuals, and shall not commit or permit any act which may interfere with the performance of work by any other contractor or individual. Contractor is not required to compromise Contractor's intellectual property or proprietary information unless expressly required to do so by this contract.

**E. PERMITS, REGULATIONS, LAWS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
BE			

The contract price shall include the cost of all royalties, licenses, permits, and approvals, whether arising from patents, trademarks, copyrights or otherwise, that are in any way involved in the contract. The Contractor shall obtain and pay for all royalties, licenses, and permits, and approvals necessary for the execution of the contract. The Contractor must guarantee that it has the full legal right to the materials, supplies, equipment, software, and other items used to execute this contract.

**F. OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
BE			

The State shall have the unlimited right to publish, duplicate, use, and disclose all information and data developed or obtained by the Contractor on behalf of the State pursuant to this contract.

The State shall own and hold exclusive title to any deliverable developed as a result of this contract. Contractor shall have no ownership interest or title, and shall not patent, license, or copyright, duplicate, transfer, sell, or exchange, the design, specifications, concept, or deliverable.

**G. INSURANCE REQUIREMENTS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
BE			

The Contractor shall throughout the term of the contract maintain insurance as specified herein and provide the State a current Certificate of Insurance/Accord Form (COI) verifying the coverage. The Contractor shall not commence work on the contract until the insurance is in place. If Contractor subcontracts any portion of the Contract the Contractor must, throughout the term of the contract, either

1. Provide equivalent insurance for each subcontractor and provide a COI verifying the coverage for the subcontractor;
2. Require each subcontractor to have equivalent insurance and provide written notice to the State that the Contractor has verified that each subcontractor has the required coverage; or,
3. Provide the State with copies of each subcontractor's Certificate of Insurance evidencing the required coverage.

The Contractor shall not allow any subcontractor to commence work until the subcontractor has equivalent insurance. The failure of the State to require a COI, or the failure of the Contractor to provide a COI or require subcontractor insurance shall not limit, relieve, or decrease the liability of the Contractor hereunder.

In the event that any policy writer on a claims-made basis term rates, or is canceled during the term of the contract or within five (5) years of termination or expiration of the contract, the Contractor shall obtain an extended discovery or reporting period, or a new insurance policy, providing coverage required by this contract for the term of the contract and five (5) years following termination or expiration of the contract.

If by the terms of any insurance a mandatory deductible is required or if the Contractor elects to increase the mandatory deductible amount, the Contractor shall be responsible for payment of the amount of the deductible in the event of a paid claim.

Notwithstanding any other clause in this contract, the State may recover up to the liability limits of the insurance policies required herein.

**1. WORKERS' COMPENSATION INSURANCE**

The Contractor shall take out and maintain during the life of this contract the statutory Workers Compensation and Employer's Liability Insurance for all of the contractor's employees to be engaged in work on the project under this contract and, in case any such work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the subcontractor's employees to be engaged in such work. This policy shall be written to meet the statutory requirements for the state in which the work is to be performed, including Occupational Disease. **The policy shall include a waiver of subrogation in favor of the State. The COI shall contain the mandatory COI subrogation waiver language found hereinafter.** The amounts of such insurance shall not be less than the limits stated hereinafter. For employees working in the State of Nebraska, the policy must be written by an entity authorized by the State of Nebraska Department of Insurance to write Workers' Compensation and Employer's Liability Insurance for Nebraska employees.

**2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE**

The Contractor shall take out and maintain during the life of this contract such Commercial General Liability Insurance and Commercial Automobile Liability Insurance as shall protect Contractor and any subcontractor performing work covered by this contract from claims for damages for bodily injury, including death, as well as from claims for property damage, which may arise from operations under this contract, whether such operation be by the Contractor or by any subcontractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall not be less than limits stated hereinafter.

The Commercial General Liability Insurance shall be written on an **occurrence basis**, and provide Premises/Operations, Products/Completed Operations, Independent Contractors, Personal Injury, and Contractual Liability coverage. **The policy shall include the State, and others as required by the contract documents, as Additional Insured(s). This policy shall be primary, and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory. The COI shall contain the mandatory COI liability waiver language found hereinafter.** The Commercial Automobile Liability Insurance shall be written to cover all Owned, Non-owned, and Hired vehicles.

<b>REQUIRED INSURANCE COVERAGE</b>		
<b>COMMERCIAL GENERAL LIABILITY</b>		
General Aggregate		\$2,000,000
Products/Completed Operations		\$2,000,000
Aggregate		
Personal/Advertising Injury		\$1,000,000 per occurrence
Bodily Injury/Property Damage		\$1,000,000 per occurrence
Medical Payments		\$10,000 any one person
Damage to Rented Premises (Fire)		\$300,000 each occurrence
Contractual		Included
XCU Liability (Explosion, Collapse, and Underground Damage)		Included
Independent Contractors		Included
Abuse & Molestation		Included
<i>If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.</i>		
<b>WORKER'S COMPENSATION</b>		
Employers Liability Limits		\$500K/\$500K/\$500K
Statutory Limits- All States		Statutory - State of Nebraska
USL&H Endorsement		Statutory
Voluntary Compensation		Statutory
<b>COMMERCIAL AUTOMOBILE LIABILITY</b>		
Bodily Injury/Property Damage		\$1,000,000 combined single limit
Include All Owned, Hired & Non-Owned Automobile liability		Included
Motor Carrier Act Endorsement		Where Applicable
<b>UMBRELLA/EXCESS LIABILITY</b>		
Over Primary Insurance		\$5,000,000 per occurrence
<b>PROFESSIONAL LIABILITY</b>		
Professional liability (Medical Malpractice)		Limits consistent with Nebraska Medical Malpractice Cap
Qualification Under Nebraska Excess Fund		
All Other Professional Liability (Errors & Omissions)		\$1,000,000 Per Claim / Aggregate
<b>COMMERCIAL CRIME</b>		
Crime/Employee Dishonesty Including 3rd Party Fidelity		\$1,000,000
<b>CYBER LIABILITY</b>		
Breach of Privacy, Security Breach, Denial of Service, Remediation, Fines and Penalties		\$1,000,000
<b>MANDATORY COI SUBROGATION WAIVER LANGUAGE</b>		
"Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska."		
<b>MANDATORY COI LIABILITY WAIVER LANGUAGE</b>		
"Commercial General Liability & Commercial Automobile Liability policies shall name the State of Nebraska as an Additional Insured and the policies shall be primary and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory as additionally insured."		

If the mandatory COI subrogation waiver language or mandatory COI liability waiver language on the COI states that the waiver is subject to condition upon, or otherwise limited by the insurance policy, a copy of the relevant sections of the policy must be submitted with the COI so the State can review the limitations imposed by the insurance policy.

**3. EVIDENCE OF COVERAGE**

The Contractor shall furnish the Contract Manager with a certificate of insurance coverage complying with the above requirements prior to beginning work at:

Grand Island Veterans' Home  
 Business Office  
 2300 W Capital Ave  
 Grand Island, NE 68801

Eastern Nebraska Veterans' Home  
 Business Office  
 12505 S 40<sup>th</sup> St  
 Bellevue, NE 68123

These certificates or the cover sheet shall reference the RFP number, and the certificates shall include the name of the company, policy numbers, effective dates, dates of expiration, and amounts and types of coverage afforded. If the State is damaged by the failure of the Contractor to maintain such insurance, then the Contractor shall be responsible for all reasonable costs properly attributable thereto.

Reasonable notice of cancellation of any required insurance policy must be submitted to the contract manager as listed above when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

**4. DEVIATIONS**

The insurance requirements are subject to limited negotiation. Negotiation typically includes, but is not necessarily limited to, the correct type of coverage, necessity for Workers' Compensation, and the type of automobile coverage carried by the Contractor.

**H. ANTITRUST**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
BE			

The Contractor hereby assigns to the State any and all claims for overcharges as to goods and/or services provided in connection with this contract resulting from antitrust violations which arise under antitrust laws of the United States and the antitrust laws of the State.

**I. CONFLICT OF INTEREST**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
BE			

By submitting a proposal, bidder certifies that there does not now exist a relationship between the bidder and any person or entity which is or gives the appearance of a conflict of interest related to this RFP or project.

The bidder certifies that it shall not take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its services hereunder or which creates an actual or an appearance of conflict of interest.

The bidder certifies that it will not knowingly employ any individual known by bidder to have a conflict of interest.

The Parties shall not knowingly, for a period of two years after execution of the contract, recruit or employ any employee or agent of the other Party who has worked on the RFP or project, or who had any influence on decisions affecting the RFP or project.

**J. STATE PROPERTY**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
BE			

The Contractor shall be responsible for the proper care and custody of any State-owned property which is furnished for the Contractor's use during the performance of the contract. The Contractor shall reimburse the State for any loss or damage of such property; normal wear and tear is expected.

**K. SITE RULES AND REGULATIONS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
BE			

The Contractor shall use its best efforts to ensure that its employees, agents, and subcontractors comply with site rules and regulations while on State premises. If the Contractor must perform on-site work outside of the daily operational hours set forth by the State, it must make arrangements with the State to ensure access to the facility and the equipment has been arranged. No additional payment will be made by the State on the basis of lack of access, unless the State fails to provide access as agreed to in writing between the State and the Contractor.

**L. ADVERTISING**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
BE			

The Contractor agrees not to refer to the contract award in advertising in such a manner as to state or imply that the company or its services are endorsed or preferred by the State. Any publicity releases pertaining to the project shall not be issued without prior written approval from the State.

**M. NEBRASKA TECHNOLOGY ACCESS STANDARDS (Statutory)**

Contractor shall review the Nebraska Technology Access Standards, found at <http://nitc.nebraska.gov/standards/2-201.html> and ensure that products and/or services provided under the contract are in compliance or will comply with the applicable standards to the greatest degree possible. In the event such standards change during the Contractor's performance, the State may create an amendment to the contract to request the contract comply with the changed standard at a cost mutually acceptable to the parties.

N. DISASTER RECOVERY/BACK UP PLAN

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
BE			

The Contractor shall have a disaster recovery and back-up plan of which a copy should be provided upon request to the State, which includes, but is not limited to equipment, personnel, facilities, and transportation, in order to continue services as specified under the specifications in the contract in the event of a disaster.

O. DRUG POLICY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
BE			

Contractor certifies it maintains a drug free work place environment to ensure worker safety and workplace integrity. Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by the State.

**IV. PAYMENT**

**A. PROHIBITION AGAINST ADVANCE PAYMENT (Statutory)**

Payments shall not be made until contractual deliverable(s) are received and accepted by the State.

**B. TAXES (Statutory)**

The State is not required to pay taxes and assumes no such liability as a result of this solicitation. Any property tax payable on the Contractor's equipment which may be installed in a state-owned facility is the responsibility of the Contractor.

**C. INVOICES**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>BE</i>			

Invoices for payments must be submitted by the Contractor to the agency requesting the services with sufficient detail to support payment. Invoices shall be sent to [NDVA.GIVHPayables@nebraska.gov](mailto:NDVA.GIVHPayables@nebraska.gov) or [NDVA.ENVHaccounts payable@nebraska.gov](mailto:NDVA.ENVHaccounts payable@nebraska.gov) depending on the facility served. The terms and conditions included in the Contractor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract.

Contractor will process billing for services directly with the member receiving services and/or the member's insurance or representative (as applicable) in a timely manner.

Any services expected to be billed to NDVA for a prevailing rate veteran or a veteran who is not in receipt of Medicare Part B must be preapproved and coordinated in advance with the NDVA facility where the services will be performed.

**D. INSPECTION AND APPROVAL**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>BE</i>			

Final inspection and approval of all work required under the contract shall be performed by the designated State officials.

The State and/or its authorized representatives shall have the right to enter any premises where the Contractor or subcontractor duties under the contract are being performed, and to inspect, monitor or otherwise evaluate the work being performed. All inspections and evaluations shall be at reasonable times and in a manner that will not unreasonably delay work. This also applies to state and federal survey agencies. The Contractor is required to notify any Facility Administrator if such contact is scheduled.



**E. PAYMENT**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
BE			

State will render payment to Contractor when the terms and conditions of the contract and specifications have been satisfactorily completed on the part of the Contractor as solely determined by the State. (Neb. Rev. Stat. Section 73-506(1)) Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2401 through 81-2408). The State may require the Contractor to accept payment by electronic means such as ACH deposit. In no event shall the State be responsible or liable to pay for any services provided by the Contractor prior to the Effective Date of the contract, and the Contractor hereby waives any claim or cause of action for any such services.

**F. LATE PAYMENT (Statutory)**

The Contractor may charge the responsible agency interest for late payment in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2401 through 81-2408).

**G. SUBJECT TO FUNDING / FUNDING OUT CLAUSE FOR LOSS OF APPROPRIATIONS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
BE			

The State's obligation to pay amounts due on the Contract for a fiscal year following the current fiscal year is contingent upon legislative appropriation of funds. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal year(s) for which such funds are not appropriated. The State will give the Contractor written notice thirty (30) calendar days prior to the effective date of termination. All obligations of the State to make payments after the termination date will cease. The Contractor shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the Contractor be paid for a loss of anticipated profit.

**H. RIGHT TO AUDIT (First Paragraph is Statutory)**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
BE			

The State shall have the right to audit the Contractor's performance of this contract upon a 30 days' written notice. Contractor shall utilize generally accepted accounting principles, and shall maintain the accounting records, and other records and information relevant to the contract (Information) to enable the State to audit the contract. The State may audit and the Contractor shall maintain the Information during the term of the contract and for a period of five (5) years after the completion of this contract or until all issues or litigation are resolved, whichever is later. The Contractor shall make the Information available to the State at Contractor's place of business or a location acceptable to both Parties during normal business hours. If this is not practical or the Contractor so elects, the Contractor may provide electronic or paper copies of the Information. The State reserves the right to examine, make copies of, and take notes on any Information relevant to this contract, regardless of the form or the Information, how it is stored, or who possesses the Information. Under no circumstance will the Contractor be required to create or maintain documents not kept in the ordinary course of Contractor's business operations, nor

will Contractor be required to disclose any information, including but not limited to product cost data, which is confidential or proprietary to Contractor.

The Parties shall pay their own costs of the audit unless the audit finds a previously undisclosed overpayment by the State. If a previously undisclosed overpayment exceeds three percent (3%) of the total contract billings, or if fraud, material misrepresentations or non-performance is discovered on the part of the Contractor, the Contractor shall reimburse the State for the total costs of the audit. Overpayments and audit costs owed to the State shall be paid within ninety days of written notice of the claim. The Contractor agrees to correct any material weaknesses or condition found as a result of the audit.

**Form A**  
**Bidder Contact Sheet**  
**Request for Proposal Number 5862 Z1**

Form A should be completed and submitted with each response to this RFP. This is intended to provide the State with information on the bidder's name and address, and the specific person(s) who are responsible for preparation of the bidder's response.

Preparation of Response Contact Information	
Bidder Name:	Benchmark Therapies, Inc.
Bidder Address:	PO Box 879 403 6th St. Huntingdon, PA 16652
Contact Person & Title:	Beck D. Eppley, President
E-mail Address:	beppley@benchmarktherapies.com
Telephone Number (Office):	814. 506. 8212 Ext. 110
Telephone Number (Cellular):	814. 525. 1760
Fax Number:	814. 506. 8213

Each bidder should also designate a specific contact person who will be responsible for responding to the State if any clarifications of the bidder's response should become necessary. This will also be the person who the State contacts to set up a presentation/demonstration, if required.

Communication with the State Contact Information	
Bidder Name:	Benchmark Therapies, Inc.
Bidder Address:	PO Box 879 403 6th St. Huntingdon, PA 16652
Contact Person & Title:	Beck D. Eppley, President
E-mail Address:	beppley@benchmarktherapies.com
Telephone Number (Office):	814. 506. 8212 Ext. 110
Telephone Number (Cellular):	814. 525. 1760
Fax Number:	814. 506. 8212