

## 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.	yes
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.	yes
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.	yes
4	Competency testing.	yes
5	Drug testing.	yes
6	HIPAA training.	yes
7	Mental capacity letter.	yes
8	Current valid Photo Identification.	yes

9	<p>Tuberculosis testing.</p> <p>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.</p>	Yes
10	<p>Each professional provided by Contractor to perform services for NDVA shall:</p> <p>Hold, at all times during the term of the contract, any and all licensing, certification and/or accreditation required to perform the services;</p>	Yes
11	<p>Each professional provided by Contractor to perform services for NDVA shall:</p> <p>Be at all times competent and adequately trained to provide the professional services set forth in Section V of the RFP.</p>	Yes
12	<p>Each professional provided by Contractor to perform services for NDVA shall:</p> <p>Review and will adhere to all applicable policies and procedures (available upon request) of the NDVA facility(ies) where the professional will perform services;</p>	Yes
13	<p>Each professional provided by Contractor to perform services for NDVA shall:</p> <p>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;</p>	Yes
14	<p>Each professional provided by Contractor to perform services for NDVA shall:</p> <p>Perform the services in compliance with all applicable federal, state and local statutes, rules, regulations, accreditation standards and applicable standards of other professional organizations.</p>	Yes
15	<p>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.</p>	Yes
16	<p>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.</p>	Yes
17	<p>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.</p>	Yes
18	<p>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.</p>	Yes

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).	Yes
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?	Yes
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.	Yes
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.	Yes
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.	Yes
24	Provide 24-hour advance notice of a cancelation of a visit to perform services for a member to the NDVA facility where services were scheduled to be performed.	Yes



## **Proposal for Therapy Services RFP 5862 Z1**

Prepared By:

John Price  
VP – Business Development  
P: (316) 258-1228  
E: John.Price@GenesisHCC.com

SUBMITTED ON: August 8, 2018  
VALID UNTIL: October 15, 2018



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**FORM A Bidder  
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**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.

<b>Preparation of Response Contact Information</b>	
Bidder Name:	Genesis Eldercare Rehabilitation Services, LLC d/b/a Genesis Rehab Services
Bidder Address:	101 East State Street Kennett Square, PA 19348
Contact Person & Title:	John Price, VP – Business Development
E-mail Address:	John.Price@GenesisHCC.com
Telephone Number (Office):	(316) 775-3100
Telephone Number (Cellular):	(316) 258-1228
Fax Number:	(610) 347-4147

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.

<b>Communication with the State Contact Information</b>	
Bidder Name:	Genesis Eldercare Rehabilitation Services, LLC d/b/a Genesis Rehab Services
Bidder Address:	101 East State Street Kennett Square, PA 19348
Contact Person & Title:	John Price, VP – Business Development
E-mail Address:	John.Price@GenesisHCC.com
Telephone Number (Office):	(316) 775-3100
Telephone Number (Cellular):	(316) 258-1228
Fax Number:	(610) 347-4147

er  
Contract sheet

Terms and  
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**I. 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:
			John Price, VP – Business Development, will serve as contract manager.

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:
			As your current therapy provider, we accept this term.

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:
<i>JS</i>			

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:
<i>JS</i>			

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:
<i>JS</i>			

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:
<i>JS</i>			

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 (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. § 81-8,209 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:
<i>JS</i>			

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:
<i>JS</i>			

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:
<i>JS</i>			

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:
<i>JS</i>			

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:
<i>JM</i>			

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:
<i>DS</i>			

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.

Contractor

Duties

Contractor

Duties

Contractor

Duties

Contractor

Duties

**II. CONTRACTOR DUTIES**

**A. INDEPENDENT CONTRACTOR / OBLIGATIONS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
[Handwritten Initials]			

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 their 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:
			Genesis Rehab Services is not an individual or sole proprietorship and so does not need to provide a completed United States Attestation Form.

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/materiel/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:
			

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:
			<p>State of Nebraska recognizes that Contractor must complete Federal and State paperwork in order to perform Therapy Services, and complete billing for group practice and outpatient licensure. The State will reasonably cooperate with Contractor, as requested by Contractor, or as otherwise appropriate, to facilitate Contractor's ability to provide services, and bill for such services.</p>

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:
			<p>As your current rehab provider in both GIVH and ENVH, we have agreed upon the insurance requirements in the past and we will continue to provide coverage per requirements in the future. We have added in red font below the changes we would like and in addition listed them below.</p> <ul style="list-style-type: none"> <li>• <b>Commercial General Liability Insurance...</b> - would like to add the following "our coverage is claims-made with a retro date back to the last occurrence based policy of 6/1/2000". In this same section, strike or remove, "Independent Contractors"</li> <li>• <b>Medical Payments is excluded in our policy.</b></li> <li>• <b>Professional Liability</b> – we have removed the "All Other Professional Liability". We do not see a scenario that is different from the Professional Liability coverage already listed. We remain open to this requirement.</li> <li>• <b>COI Subrogation Waiver</b> - We only have blanket wording. It does not specifically name the State.</li> <li>• <b>COI Liability Waiver</b> - We only have blanket wording. It does not specifically name the State. No primary &amp; non-contributory language on the auto policy. Auto coverage is generally primary.</li> <li>• See Attachment A as Certificate of Liability Insurance</li> </ul>

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 contractors' employees to be engaged in work on the project under this contract and, in case any such work is subcontracted, 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, **(our coverage is claims-made with a retro date back to the last occurrence based policy of 6/1/2000)**, 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
<del>Medical Payments</del>	<del>\$10,000 any one person</del>
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
<b><i>If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.</i></b>	
<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	
<del>All Other Professional Liability (Errors &amp; Omissions) Do not see a claim scenario that is different from the Professional liability coverage above but if you have one we remain open to discussion</del>	<del>\$1,000,000 Per Claim / Aggregate</del>
<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." <del>We have only blanket wording. It does not specifically name the State.</del>	
<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." <del>We only have blanket wording. It does not specifically name the State. No primary &amp; non-contributory language on the auto policy. Auto coverage is generally primary.</del>	

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:
<i>JW</i>			

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:
<i>JW</i>			


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:
			Genesis Rehab Services does have a 33-page, site-specific and regionally-based Policy and Procedures to cover such item but in this case where we are leasing space from the facility, we would follow their disaster recovery plan. Both locations also have a site-specific emergency preparedness plan that is in place for use and review by surveys.

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.

**Q. DRUG POLICY**

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

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.

Contact Sheet

Conditions

Duties

Payment

and Scope of Work

Consent Form

Form 11

11



**III. 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:
			Current process is that we request approval prior to patient care or contact through email. Email is sent to designated individuals at each location. Once approval is received GRS proceeds with services to member.

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:
			

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 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:
			

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.

**Contact Sheet**

**Conditions**

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**Project Description  
and Scope of Work**

**Contractual Form**

**Overview**

**Approach**

#### IV. PROJECT DESCRIPTION AND SCOPE OF WORK

The bidder should provide the following information in response to this RFP.

##### 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.

Genesis Rehab Services would be open to consider these two additional sites. Genesis would be willing to provide therapy services at these two additional sites but must be provided appropriate time frame for successful startup and staffing. The start date would need to be mutually agreed upon by all parties.

##### C. CONTRACTOR REQUIREMENTS

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

<b>1</b>	<p><b>Restorative Care</b> 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.</p> <p><b>Bidder Response:</b></p> <p>Implementation of a Restorative Nursing Program requires planning and interdisciplinary cooperation. A successful program is the result of teamwork. Combining rehabilitation and restorative helps the resident master new skills and provide more opportunities for practice and repetition. Genesis is able to screen every new admission and either pick them up for care or refer them to restorative care. We meet weekly with the Restorative Care team and in the meetings address if member care needs are being address appropriately.</p> <p>The purpose of a Functional Maintenance/Restorative Nursing Program is to utilize the skills and expertise of each discipline (Physical Therapy, Occupational Therapy, Speech Therapy, Nursing, CNA) to assist in development and implementation of a plan to assist with members aging in place. These plans address one or more of the following areas: physical, mental, and psychological functional level, and maintain that level for as long as possible. CMS recognized the importance of restorative in ensuring quality of care for our elders.</p> <p>GRS adheres to the Nebraska State regulations for restorative care recommendations. This includes refraining from use of resistive exercises. GRS therapists are well training in assisting to develop appropriate plans for member to continue to maintain their highest functional level through use of functional tasks.</p>
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2	<p><b>Physical Therapy (PT)</b> 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.</p> <p>Bidder Response:</p> <p>Genesis Rehab Services agrees to this term. Genesis Rehab Services works proactively to ensure that optimum staffing and quality skilled physical therapy services. No services are started without orders. Physical therapy evaluations are ordered by the care providers and received by the therapy department. At NDVA it is our process that we obtain consent for evaluation by the member and/or POA prior to evaluation. Information is obtained from medical chart, nursing, caregivers, and member regarding the complaint or limitation which indicated skilled services such as recent fall circumstances, new medications, acute illness. Thorough evaluation of member impairments and deficits contributing to these limitations are examined. Member education regarding areas of impairment and how these relate to their current limitation i.e. score on standardized balance test and the impact on their fall risk. PT discusses with the member and/or POA the goals for therapy and treatment options, including the recommended frequency for treatment. POA is contacted after each evaluation with the plan of care. Nursing and caregivers are contacted regarding any new recommendations after evaluation. Communication between therapist and restorative care regarding changes to programs during the duration of skilled therapy. Services include, but are not limited to application of therapeutic techniques in areas such as:</p> <table border="0"> <tr> <td>✓ Fall prevention</td> <td>✓ Balance dysfunction</td> </tr> <tr> <td>✓ Pain management</td> <td>✓ Gait training</td> </tr> <tr> <td>✓ Back injuries</td> <td>✓ Surgical aftercare</td> </tr> <tr> <td>✓ Arthritis management</td> <td>✓ Lymphedema management</td> </tr> <tr> <td>✓ Facility mobility</td> <td>✓ Community mobility</td> </tr> </table> <p>Physical therapy certifications include Lymphedema management.</p>	✓ Fall prevention	✓ Balance dysfunction	✓ Pain management	✓ Gait training	✓ Back injuries	✓ Surgical aftercare	✓ Arthritis management	✓ Lymphedema management	✓ Facility mobility	✓ Community mobility
✓ Fall prevention	✓ Balance dysfunction										
✓ Pain management	✓ Gait training										
✓ Back injuries	✓ Surgical aftercare										
✓ Arthritis management	✓ Lymphedema management										
✓ Facility mobility	✓ Community mobility										
3	<p><b>Occupational Therapy (OT)</b> 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.</p> <p>Bidder Response:</p> <p>Genesis Rehab Services agrees to this term. Genesis Rehab Services works proactively to ensure that optimum staffing and continuous quality of service is provided up to seven (7) days per week. Occupational therapy evaluations are ordered by the care providers and received by the therapy department. At NDVA it is our process that we obtain consent for evaluation by the member and/or POA prior to evaluation. Information is obtained from medical chart, nursing, caregivers, and member regarding the complaint or limitation which indicated skilled services i.e. recent fall circumstances, new medications, acute illness. Thorough evaluation of member impairments and deficits contributing to these limitations are examined. Member education regarding areas of impairment and how these relate to their current limitation i.e. score on standardized balance test and the impact on their fall risk. PT discusses with the member and/or POA the goals for therapy and treatment options, including the recommended frequency for treatment. POA is contacted after each evaluation with the plan of care. Nursing and caregivers are contacted regarding any new recommendations after evaluation. Communication between therapist and restorative care regarding changes to programs during the duration of skilled therapy.</p> <p>Services include, but are not limited to application of therapeutic techniques in areas such as:</p> <table border="0"> <tr> <td>✓ ADL participation</td> <td>✓ Dementia management</td> </tr> <tr> <td>✓ Seating and positioning</td> <td>✓ Low vision compensation</td> </tr> <tr> <td>✓ Pain management</td> <td>✓ Upper Extremity impairment</td> </tr> <tr> <td>✓ Falls prevention</td> <td>✓ Self feeding</td> </tr> </table> <p>One area that is a focus for the OT plans of care is positioning and obtaining appropriate seating and adaptive equipment. These devices allow members to function at their highest possible level in the least restrictive environment. The GRS Occupational Therapy staff works closely with the NDVA to follow the NDVA policy and procedures when requesting new or replacement DME.</p> <ul style="list-style-type: none"> <li>✓ OT staff certifications include Physical Agent modality licensure from the State of Nebraska</li> <li>✓ Sensory Integration Certification</li> <li>✓ Lymphedema management</li> <li>✓ Dementia management</li> </ul>	✓ ADL participation	✓ Dementia management	✓ Seating and positioning	✓ Low vision compensation	✓ Pain management	✓ Upper Extremity impairment	✓ Falls prevention	✓ Self feeding		
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✓ Falls prevention	✓ Self feeding										

4	<p><b>Speech Language Pathology</b> 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.</p> <p><b>Bidder Response:</b></p> <p>The speech language pathology team organizes and provides speech-language services for the agency to facilitate rehabilitation. The SLP directs member participation in selected tasks to restore, reinforce, and enhance performance. Also, the Speech Language Pathologist facilitates the learning of those skills and functions essential for communication and swallowing, to diminish or remediate disorders or deficits. The SLP screens, examines and evaluates members, including history, systems review, and application of appropriate tests and measures, synthesis information and interprets examination findings in order to establish a diagnosis, identify impairments, determine predicted level of improvement and the time required to achieve it, identify precautions/contraindications and design develop plan of care.</p> <p>Services include, but are not limited to application of therapeutic techniques in areas such as:</p> <table border="0"> <tr> <td>✓ Cognitive-communication</td> <td>✓ Speech intelligibility</td> </tr> <tr> <td>✓ Oral motor skills</td> <td>✓ Swallowing disorders/dysphagia</td> </tr> <tr> <td>✓ Perceptual abilities</td> <td>✓ Orientation</td> </tr> <tr> <td>✓ Memory</td> <td>✓ Pragmatics</td> </tr> <tr> <td>✓ Psychosocial expression</td> <td>✓ Functional communication</td> </tr> <tr> <td>✓ Acquisition of adaptive communication devices</td> <td></td> </tr> </table> <p>Further, our SLP team holds additional certifications and accomplishments that benefit member care, including:</p> <ul style="list-style-type: none"> <li>✓ VitalStim provider for non-invasive therapy to help swallowing through the use of Neuromuscular Electrical Stimulation (NMES).</li> <li>✓ SPEAKOUT provider for the Parkinson's Voice Project</li> <li>✓ SwallowStrong provider for implements the evidence-based isometric progressive resistance oropharyngeal therapy regimen—which improves lingual strength.</li> <li>✓ Quarter 4 winner for Clinical Excellence skills in LTC from Genesis Rehab Services</li> </ul> <p>GRS SLP provides yearly dysphagia inservicing to the staff to educate on signs and symptoms of dysphagia, National Dysphagia diets and safe swallow strategies staff can utilize to decrease risk of aspiration.</p>	✓ Cognitive-communication	✓ Speech intelligibility	✓ Oral motor skills	✓ Swallowing disorders/dysphagia	✓ Perceptual abilities	✓ Orientation	✓ Memory	✓ Pragmatics	✓ Psychosocial expression	✓ Functional communication	✓ Acquisition of adaptive communication devices	
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✓ Psychosocial expression	✓ Functional communication												
✓ Acquisition of adaptive communication devices													
5	<p><b>Incontinence Rehabilitation</b> 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.</p> <p><b>Bidder Response:</b></p> <p>In a long-term care setting, the physician, nursing, rehabilitation therapy, dietary, and recreational therapy may all interact to address continence management, with nursing taking a lead role in managing the process. In the assisted living/independent living environments, the care team may include the patient/client, physician, and rehabilitation therapy. Regardless of the environment, once incontinence has been identified as an issue, the care team should work with the individual to identify the condition(s) that may be causing incontinence, and implement strategies to minimize incontinent episodes. Potential interventions may include strengthening exercises, modification of the environment, and training in the use of assistive devices or adaptive equipment, use of medications, or the treatment of an underlying medical condition.</p> <p>Rehab intervention for these individuals begins with a thorough evaluation followed by the establishment of treatment goals and therapeutic interventions that may include the following: patient education, therapeutic exercises (Pelvic Floor Muscle Exercises), relaxation exercises, self-care and mobility training, biofeedback, daily bladder diary, dietary recommendations, electrical stimulation.</p> <p>GRS therapy staff has available to them our Continence Resource Manual that outlines the program and interventions and provides them with resources for monitoring patient progress and for patient education handouts.</p>												

**D. BUSINESS REQUIREMENTS**

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

1	<p>Describe in detail previous experience in providing each of the required Therapy Services.</p> <p>Bidder Response:</p> <p>Genesis Rehab Services has been carrying out our mission, improve the lives we touch through the delivery of high quality health care and everyday compassion, for 30 years. We are the leading provider of physical, occupational, speech, respiratory therapy and wellness services for the older adult population. As one of the largest and strongest rehab organizations in the country, we partner with skilled nursing centers, assisted living facilities, independent living facilities, hospitals, home health companies, adult day care programs and outpatient clinics to provide comprehensive therapy services. We employ over 20,000 therapist and assistants in over 1,600 rehab gyms. We operate in 46 states and the District of Columbia. We treat more than 55,000 patients per day.</p> <p>We are a large organization which allows us to provide our business partners additional resources at the corporate level while our local resources help us maintain a small company feel. We have local and regional team management support to provide individualized customer care and address any site-specific needs. We pride ourselves on tailoring each program to the specific site needs based on the needs of the members present.</p> <ul style="list-style-type: none"> <li>✓ Corporate Recruiting Department will assist in staffing your gym to the optimum level with the highest quality. Current dedicated recruiter is Teresa Hamilton-Schlitz.</li> <li>✓ Clinical Practice Division provides programming, education and quality auditing support to our therapists and our customers. Current dedicated Regional Clinical Director is Jeanne Copeland, CCC-SLP.</li> <li>✓ Dedicated Regulatory Compliance Department whose sole focus is to stay abreast of changes in any state or federal regulation as they occur. They share this information with staff and customers through Regulatory Updates and in-services.</li> <li>✓ The Regional Vice President of Operations, Clinical Operations Area Director and your local assigned Director of Rehab, ensure that day to day gym operations in your facility are running smoothly. RVP is Carl Shrom, PT. COAD is Courtney Barger, MHA. OTR/L NE licensure #1124.</li> </ul>
2	<p>Describe in detail previous experience with Restorative Care Plan and developing successful in-house exercise programs for similar sized facilities.</p> <p>Bidder Response:</p> <p>One of the sites we provide therapy services for is the Clarence Veterans Center in Claremore, OK. We fully participate in the rehab and restorative program. We have a variety of exercise and seminars we can provide for the facility.</p> <p>In addition, GRS offers a full array of services, focusing on the spiritual, social, mental, and physical well-being of our patients. We empower our seniors to strengthen themselves in mind and body through education about their bodies and treatments. Great confidence is gained when one understands one's diagnosis and is given the tools to help manage it. Peace of mind is often achieved when one learns how to prevent serious complications or illness through a change in routine, diet and/or exercise.</p> <p>Some of the seminars we have provided are:</p> <ul style="list-style-type: none"> <li>✓ Fit &amp; Healthy Flexibility – focuses on flexibility and how to incorporate it into daily living.</li> <li>✓ Fit &amp; Healthy Strengthening –an overview of muscle strength, endurance and safety guidelines.</li> <li>✓ Fit &amp; Healthy Basic Facts –concept of wellness/provides the benefits of physical activity and</li> <li>✓ Starting a Walking Program –practical tips on walking and leg stretches and guidelines for starting an organized walking group.</li> </ul> <p>Some of the Fitness Classes we have provided are:</p> <ul style="list-style-type: none"> <li>✓ Functional Strength – strengthens all major muscles groups.</li> <li>✓ Basic Stretch – utilizes a chair or floor mat.</li> <li>✓ Sit and Stretch – stretch from a stable seat.</li> </ul>

	<p>Another one of the services we can provide is our Otago Exercise Program. We can provide a User's Manual which provides descriptive exercises and an exercise log for recording activity. One of the benefits of this program is a decrease in risk for falls and improved balance, muscle strength, general fitness and general well-being.</p> <p>As the current provider for the ENVA and GIVA Genesis Rehab Services works very closely with the restorative nursing team in each location. The Director of Rehab meets weekly with the restorative nurse to review any challenges or opportunities that the team may be having. Dedicated individual training for each new restorative program for members is always included as part of the plan of care. This ensures that all restorative plans are being carried out as intended. GRS adheres to the Nebraska State regulations for restorative care recommendations. This includes refraining from use of resistive exercises. GRS therapists are well training in assisting to develop appropriate plans for member to continue to maintain their highest functional level through use of functional tasks.</p>
3	<p>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.</p> <p>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.</p> <p>Bidder Response:</p> <p>We currently provide an annual attestation letter verifying all employees continue to be eligible for employment. Specific backgrounds checks can be provided during survey window if accompanied by written request. For a more descriptive overview of our policies and procedures, please see the three (3) documents within <b>Attachment B</b>.</p>
4	<p>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.</p> <p>Bidder Response:</p> <p>Upon partnering with a client, Genesis evaluates the facility's needs to determine the staffing ratios required to most effectively manage the rehab program. Once this is complete, the recruiter for the area will pre-screen interested applicants and assemble a pool of qualified candidates for each of the needed positions which will be forwarded to the Operations Team/ Clinical Operations Area Director for interviews. Beyond the interview, candidates are put through a rigorous screening process which includes verification of professional credentials, pre-employment health survey, criminal background checks and other appropriate tests/checks as required by federal, state or local regulations.</p>
5	<p>Accept Medicare Assignment by billing both Medicare Part B and the Member's supplemental insurance.</p> <p>GIVH/CNVH/ENVH does not participate in Medicare Part A; therefore, Contractor can only bill Medicare Part B.</p> <p>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.</p> <p>Bidder Response:</p> <p>Genesis agrees to this term. We will bill Medicare Part B and member's supplemental insurance.</p>
6	<p>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.</p> <p>Bidder Response:</p> <p>Genesis works proactively to ensure that optimum staffing and continuous quality of service is provided at each community.</p> <ol style="list-style-type: none"> <li>Holiday coverage is scheduled in advance to ensure uninterrupted treatment as well as to allow staff to plan. Gym staff typically rotates holidays to be fair. Our Directors of Rehab communicate the schedule to the Clinical Operations Area Director and to appropriate community staff.</li> </ol>



	<p>2. Scheduled time off coverage is also planned well in advance. Summer vacation requests, for example, are given to the DOR in April so that vacations can be staggered. Genesis Rehab Services maintains a large per diem pool so that coverage can readily occur without sacrificing the provision of clinical care. Per diem therapists receive the same education as our full and part time therapists and they are accustomed to Genesis standards of care.</p> <p>3. Unscheduled time off may also be covered through our per diem staff if necessary. Each area has a scheduler assigned to aid in arranging coverage for unscheduled time off. The scheduler receives calls from DORs who need additional therapist time. The scheduler then calls therapists who work in the area to arrange coverage. This process makes coverage a one-call task.</p>
7	<p>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.</p> <p><b>Bidder Response:</b></p> <p>Genesis Rehab Services provides printed documentation detailing all services provided to members at ENVA. These documents are provided on a weekly basis to the medical records department.</p> <p>GIVA: GRS scans all therapy documents into the medial records system per request of facility. This is completed on a weekly basis,</p> <p>Moving forward there are potential options to allow our EMR to sync with the VA EMR, allowing almost instant access to therapy documents.</p>
8	<p>Please describe how your company will ensure that each professional provided by Contractor to perform services for NDVA, meets the following standards:</p> <ol style="list-style-type: none"> <li>a. Holds, at all times during the term of the contract, any and all licensing, certification and/or accreditation required to perform the services;</li> <li>b. Is at all times competent and adequately trained to provide the professional services set forth in Section V of the RFP.</li> <li>c. 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;</li> <li>d. 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;</li> <li>e. 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.</li> </ol> <p><b>Bidder Response:</b></p> <p>As the current rehab provider at GIVH and ENVH we have both sites staffed with employees that meet NDVA standards. When we started services at both sites Genesis evaluated the facility's needs to determine the staffing ratios required to most effectively manage the rehab program. We continually monitor the needs for the facilities and adjust our staffing accordingly. For new employee, our recruiter for the area will pre-screen interested applicants and assemble a pool of qualified candidates for each of the needed positions which will be forwarded to the Director of Rehab ("DOR") and Clinical Operations Area Director ("COAD") for interviews. Beyond the interview, candidates are put through a rigorous screening process which includes verification of professional credentials, pre-employment health survey, criminal background checks and other appropriate tests as required by federal, state or local regulations.</p> <p><b>Orientation</b></p> <p>For new employees, Genesis provides extensive orientation that provides education on all aspects of clinical, financial and operational requirements. Our educational programs are available to any Genesis Rehab Services therapist at any time. Additionally, we ensure that all employees complete annual mandatory in-services in order to ensure compliance with Genesis and industry standards. The completion of these in-services is tracked company-wide through our HR and Training departments. Additionally, we track licensure and re-certification requirements as appropriate in the same manner.</p> <p>Genesis Rehab Services embraces incorporating the center's orientation and philosophy as part of our curriculum. As an example, if a Center has a corporate orientation video or uses a mission and values statement, we will add that to our employee orientation as appropriate.</p>

	<p><b>Supervision/Management Support</b>  Genesis Rehab Services has a full-time dedicated Director of Rehabilitation (DOR) to each of your locations to oversee the daily operations, clinical outcomes and customer communication and coordination. Our DOR Leadership training is unique to Genesis. Genesis DORs receive 80 hours of role-based training including Enrichment, Leadership Development and Management Training.</p> <p>Director of Rehabilitation ("DOR"):  ENVA DOR: Abigail Ashby, SLP-CCC, and GIVA DOR: Alicia Butterfield, PT</p> <p>The following is a list of expectations of the DOR:</p> <ul style="list-style-type: none"> <li>✓ Hire train and supervise all on-site rehabilitation personnel</li> <li>✓ Monitor daily programs, staffing and utilization</li> <li>✓ Establish and achieve revenue and expense targets</li> <li>✓ Provide daily, weekly and monthly reports to customers and Genesis Rehab Services</li> <li>✓ Clinical Program development</li> <li>✓ Ensure attendance at patient specific care plan</li> <li>✓ Direct customer care</li> <li>✓ Documentation review</li> <li>✓ Provide in-services to facility staff</li> </ul> <p>The Clinical Operations Area Director (COAD): Courtney Barger, MHA, OTR/L</p> <p>The following is the List of Expectations of the COAD:</p> <ul style="list-style-type: none"> <li>✓ Recruit, hire, train and supervise DORs</li> <li>✓ Onsite as needed and at least quarterly</li> <li>✓ Monitor standard of service being delivered</li> <li>✓ Review and approve strategic plans with DORs to achieve goals</li> <li>✓ Conduct quarterly area staff DOR meetings</li> <li>✓ Develop necessary relationships with referral and payor sources</li> <li>✓ Ensure that revenue and expense targets are established and achieved</li> <li>✓ Assist with the hiring and training of on-site rehabilitation personnel</li> <li>✓ Ensure that customer invoices are accurate and delivered in a timely manner</li> <li>✓ Provide customer service and support to the facility team</li> <li>✓ Establish goals and ensure all needs are met</li> </ul>
9	<p>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.</p> <p>Bidder Response:</p> <p>The Genesis Recruiter for the area will pre-screen interested applicants and assemble a pool of qualified candidates for each of the needed positions which will be forwarded to the Operations Team/COAD for interviews. Beyond the interview, candidates are put through a rigorous screening process which includes verification of state-required credentials.</p> <p>COAD completes state license verifications on a routine basis to ensure valid credentialing continues.</p>
10	<p>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.</p> <p>Bidder Response:</p> <p>Genesis Rehab Services has a survey binder available onsite at the GIVA. This binder contains all required information for employees that could potentially be requested by surveyors. Information is reviewed by DOR on a monthly basis and updated as needed</p> <p>GRS at the ENVA has all required documentation available electronically via internal share drive. Information is reviewed by the DOR on a monthly basis and updated as needed.</p> <p>Screens at both locations are tracked on our Patient Advocacy log. This log is available for review at any time and can be requested through the DOR.</p>

11	<p>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.</p>
	<p>Bidder Response:</p> <p>GRS's services are only provided when directed by a physician and the care provided is based on the specific prescription provided by the member's physician. Genesis will work on a process with NDVA that may include payer source validation in advance of providing evaluations and care. For any outstanding balances associated with the physician prescribed care provided, Genesis will collaborate with NDVA for assistance with collection and reconciliation of member's account. Under current operations, typically we know if there is a potential payment issue once we receive the verification of payer. Again, this occurs prior to any services starting. Under the current arrangement Genesis Rehab Services always has approval via email if the NDVA is going to be the financially responsible party.</p>
12	<p>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.</p>
	<p>Bidder Response:</p> <p>The DOR currently meets bi-weekly with the ADON and other facility members to review member's progress. Service log matrix report from our Rehab Optima system can be provided to demonstrate member's attendance for therapy services.</p> <p>Additional progress and status reports can be provided from our skilled documentation in Rehab Optima, including but not limited to the Goal Status report for each individual. All therapy documentation is provided at least weekly to the facility staff as well.</p>

**E. SCOPE OF PRACTICE**

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

1	<p>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.</p>
	<p>Bidder Response:</p> <p>Genesis Rehab Services agrees to this term. GRS leverages the Optima Healthcare Solutions RehabOptima software as our therapy Electronic Medical Record. Both Genesis and Optima are committed to providing leading software and services for the therapy needs of your members and your business.</p>

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 Utilize for pain management and joint mobility.	blanket warmer Utilize for therapy prep, pain reduction, sensory integration.	Motorized Parallel bars Utilize for gait training, mobility, balance, strengthening.
Alter G, Treadmill Utilize for gait training with feedback of camera angles to facilitate correction for gait fluidity, continuity of steps, optimal speed, activity tolerance, pain management at graded weight bearing, managing weight bearing restrictions, and balance training with progression to full weight bearing and reducing upper extremity support.	shoulder ladder Utilize for treatment of UE impairments.	2 Colorado cycles Utilize for cardiac care, treatment of UE impairments, strengthening.
3 Nu Steps Utilize for multiple uses, gait training, cardiac care, and strengthening.	standing frame Utilize for balance, weight bearing, and vestibular treatments.	wall pulley Utilize to assess and improve extremity ROM.
overhead pulley Utilize for upper extremity exercise.	leg press Utilize for double and single leg resistance training with emphasis on proximal lower extremities and glute strengthening for functional mobility. Versatile for various patients to improve gait, transfers, bed mobility function.	triceps press Utilize to treat UE and core strengthening.
2 mat tables (bariatric/electric) Allows members to be positioned for the most effective treatment.	Stimulator/ultrasound Utilize these modalities for pain control, muscle strengthening, heating components to facilitate relaxation of muscle tissue in preparation for ROM interventions.	Intelect Ultrasound combo unit Utilize these modalities for pain control, muscle strengthening, heating components to facilitate relaxation of muscle tissue in preparation for ROM interventions.
Diathermy Utilize these modalities for pain control, muscle strengthening, heating components to facilitate relaxation of muscle tissue in preparation for ROM interventions.	Wii and balance board Utilize for neuromuscular reeducation and training to improve balance deficits and impairment	shoulder wheel Utilize for cardiac care, treatment of UE impairments, and strengthening.
2 I-pads Utilize for cognitive training with ability to track progress and outcomes.	Weights Utilize for strengthening all areas of body.	7 T-Bars Utilize for strengthening all areas of body.
balance balls Utilize for neuromuscular reeducation and training to improve balance deficits and impairment.	wightedd balls Utilize for strengthening all areas of body.	beach balls Utilize for coordination, core exercise, balance activities and socialization

bouncy balls Utilize for coordination, core exercise, balance activities and socialization.	games Utilize for used for coordination, core exercise, balance activities and socialization.	2 large peg boards Utilize to address fine motor and coordination issues.
mini peg board Used to address fine motor and coordination issues.	graduated clothespin Used to address fine motor and coordination issues.	fine motor activities Used to address fine motor and coordination issues.
3 weighted blankets Used for sensory integration.	cans Utilize for gait training and transitioning from lower level of dependence to highest level of independence with the least restrictive device.	4 walkers Utilize for gait training and transitioning from lower level of dependence to highest level of independence with the least restrictive device.
gait belts Utilize for gait training and transitioning from lower level of dependence to highest level of independence with the least restrictive device.	slide board Utilize for gait training and transitioning from lower level of dependence to highest level of independence with the least restrictive device.	balance board Utilize for neuromuscular reeducation and training to improve balance deficits and impairment.
foam balance beam Utilize for neuromuscular reeducation and training to improve balance deficits and impairment.	bolsters & wedges Allows members to be positioned for the most effective treatment.	balance disc Utilize for neuromuscular reeducation and training to improve balance deficits and impairment.
full body lift Utilize for training for transfers and bed mobility techniques to return to highest level and method.	sit to stand lift Utilize for training for transfers and bed mobility techniques to return to highest level and method.	splinting materials Utilized to fabricate custom splints for members with UE or LE needs.
graded step ladder Utilize for neuromuscular reeducation and training to improve balance deficits and impairment.	Mirror Used for treatment of body awareness and for oral motor exercises.	ROM arc Used to assess and improve extremity ROM.
speech resources Utilized to address all aspects of speech treatment.	realistic pets Used for dementia patients to assist them with sensory integration and socialization.	hand skate Used to assess and improve extremity ROM.
graded squeeze balls Used to address fine motor and coordination issues.	hand exercisers Utilized to assist with strengthening in grasp and fine motor.	cones Used to address fine motor and coordination issues.
T-bands Used for strengthening all areas of body.	Thera Putty Used to address fine motor and coordination issues.	sock aid reacher Adaptive device used to assist members in increasing independence.
2 oximeter Used to monitor vital signs during treatment sessions.	Vital sign tower Used to monitor vital signs during treatment sessions.	Amplifiers Utilized to assist with improving communication.
TENS unit Utilize these modalities for pain control, muscle strengthening, heating components to facilitate relaxation of muscle tissue in preparation for ROM interventions.	electric skillet Utilized to fabricate custom splints for members with UE or LE needs.	Velcro (various width) Utilized to fabricate custom splints for members with UE or LE needs. Also used to assist with creation or modification of AD.

	<p>tool box tools Utilized to repair, replace, or modify AE/AD as needed.</p>	<p>blocks Used to address fine motor and coordination issues.</p>	<p>foam bats Used for coordination, core exercise, balance activities and socialization.</p>
	<p>bean bags Used for coordination, core exercise, balance activities and socialization.</p>	<p>Goniometer Utilized to measure ROM in joints.</p>	<p>Dynamometer Utilized to measure functional strength in grasping patterns.</p>
	<p>communication boards Utilized to assist with functional communication for someone who has deficits.</p>	<p>step box Utilize for neuromuscular reeducation and training to improve balance deficits and impairment.</p>	<p>leg lifter Adaptive device used to assist members in increasing mobility independence.</p>
	<p>VersaTrainer Utilize for neuromuscular reeducation and training to improve balance deficits and impairment.</p>		
<p>Please indicate how you would be able to provide services to members with the above resources.</p>			
<p>Bidder Response:</p> <p><b>We have provided a brief description in the table above on how we would use the listed resources.</b> Genesis will provide the necessary office equipment required for documentation and billing for Therapy Services. Genesis Rehab Services agrees to provide the necessary staffing and resources to meet service and documentation requirements of Medicare related services.</p>			
3	<p>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.</p> <p>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:</p>		
	<p>6 Nu Steps This device has multiple uses such as gait training, cardiac care, and strengthening.</p>	<p>1 Omni-cycle This device has multiple uses such as multiple uses, gait training, cardiac care, and strengthening.</p>	<p>1 Treadmill This device has multiple uses such as multiple uses, gait training, cardiac care, and strengthening.</p>
	<p>Ultra sound Utilize these modalities for pain control, muscle strengthening, heating components to facilitate relaxation of muscle tissue in preparation for ROM interventions.</p>	<p>Diathermy Utilize these modalities for pain control, muscle strengthening, heating components to facilitate relaxation of muscle tissue in preparation for ROM interventions.</p>	<p>Finger dexterity things Used to address fine motor and coordination issues.</p>
	<p>Balance board Utilize for gait training and transitioning from lower level of dependence to highest level of independence with the least restrictive device.</p>	<p>Therapy mat This device allows members to be positioned for the most effective treatment.</p>	<p>Hand weights, Used for strengthening all areas of body.</p>
	<p>T-Bars Used for strengthening all areas of body.</p>	<p>Bow flex for WC This device is used for strengthening and increased ease of access.</p>	<p>Standing frame This device has multiple uses such as balance, weight bearing, and vestibular treatments.</p>

	EVA walkers Utilize for gait training and transitioning from lower level of dependence to highest level of independence with the least restrictive device.	Hydrocollator Utilize these modalities for pain control, muscle strengthening, heating components to facilitate relaxation of muscle tissue in preparation for ROM interventions.	Wall pulleys Used to assess and improve extremity ROM.
	Overhead pulleys Used to assess and improve extremity ROM.	Walkers Utilized for gait training and transitioning from lower level of dependence to highest level of independence with the least restrictive device.	Canes Utilize for gait training and transitioning from lower level of dependence to highest level of independence with the least restrictive device.
	Cones Used to address fine motor and coordination issues.	Peg board Used to address fine motor and coordination issues.	S/S lifts Utilize for training for transfers and bed mobility techniques to return to highest level and method.
	FB lifts Utilized for training for transfers and bed mobility techniques to return to highest level and method.	Stairs Utilize for gait training and transitioning from lower level of dependence to highest level of independence with the least restrictive device.	Oximeter Used to monitor vital signs during treatment sessions.
	Pivot Disc Utilized for gait training and transitioning from lower level of dependence to highest level of independence with the least restrictive device.	Slide boards Utilize for training for transfers and bed mobility techniques to return to highest level and method.	Gait belts Utilized for gait training and transitioning from lower level of dependence to highest level of independence with the least restrictive device.
	Wii and balance board Utilize for gait training and transitioning from lower level of dependence to highest level of independence with the least restrictive device.	ADL Equipment These items are used to increase member's functional independence and reduce caregiver burden.	
Please indicate how if you would be able to provide services to members with the above resources.			
	<p>Bidder Response:</p> <p><b>We have provided a brief description in the table above on how we would use the listed resources. Genesis will provide the necessary office equipment required for documentation and billing for Therapy Services. Genesis Rehab Services agrees to provide the necessary staffing and resources to meet service and documentation requirements of Medicare related services.</b></p>		
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.		
	<p>Bidder Response:</p> <p>Currently week or biweekly meetings are occurring for IDT team updates and enhanced clinical services to members. MBI reports will be provided on a quarterly for members updates. Additional reports can be provided upon request. In addition, Genesis Rehab Services has integrated evidence-based metrics into our electronic documentation system to insure we are able to measure and report on meaningful outcomes through the use of standardized tests and measures. This data is used to evaluate and improve our practice and its results continuously. Measuring and reporting on our outcomes is the means by which we demonstrate how we have improved those lives.</p>		

The therapists providing care at Genesis Rehab Services employ evidence-based strategies and techniques to produce and measure that improvement. This includes the following:

- ✓ Patient/family activation and engagement
- ✓ Objective tests and measures
- ✓ Analysis and reporting
- ✓ Interdisciplinary care planning
- ✓ Evidence-based interventions

Some examples include our evidence-based approach to fall risk and falls management. We have developed a proprietary strategy that is based on the compilation of recommendations from the three leading clinical practice guidelines for this area of clinical need; Clinical Practice Guideline for the Assessment and Prevention of Falls in Older People Developed by the National Collaborating Centre for Nursing and Supportive Care (NCC-NSC) funded by NICE (National Institute for Health and Care Excellence), Prevention of Falls in Older Persons Developed by the American Geriatric Society/British Geriatric Society and Evidence-Based Guidelines for the Secondary Prevention of Falls in Older Adults Developed by Moreland et al; published 2003. This initiative entitled Balance in Action synthesizes the evidence from these leading practice guidelines to ensure we are incorporating the best evidence to address this very important clinical syndrome. A second example is our evidence-based approach to the care of patients with Dementia which again is the result of synthesizing the most current and relevant evidence to insure we are providing the most effective interdisciplinary care for this patient population.

Additionally, we have developed Clinical Practice Guidelines and resources based on presenting conditions that guide practice based on current evidence. These tools assist therapists in standardizing assessment, measurement, interventions, and care progression while insuring that care is individualized to the specific patient and their needs, goals, wants, and desires.

We focus on understanding what is important to patients and families in order to engage them in the process of improving their lives to achieve their goals. GRS works together with members of the interdisciplinary team to insure we are producing meaningful results with the right amount of resources.

Objective tests and measures aide us in:

- ✓ Establishing a baseline level of performance for patients.
- ✓ Determining appropriate and realistic goals of performance measuring progress toward these goals in order to anticipate needs at discharge and mitigate risk for re-hospitalization and other adverse events post discharge.

**Results You Can Count On**

Genesis Rehab Services recognizes the importance of consistent measurement and analysis to ensure the delivery of the highest quality care possible. Our Clinical Outcomes Report provides clinical evidence of the gains a patient has made in his or her functional abilities through active participation in the rehabilitation process. In using the MBI, Genesis Rehab Services is able to provide national benchmarks as a comparison to the aggregate data for a specific center or groups of facilities.

Our evidence-based practices result in proven clinical outcomes that surpass industry norms. On the MBI, for example, GRS Effectiveness is 4.4 percentage points higher than the national benchmark, while the GRS Improvement Index gain in MBI points per day is 0.38 above the national benchmark! See figure 1.1 below.

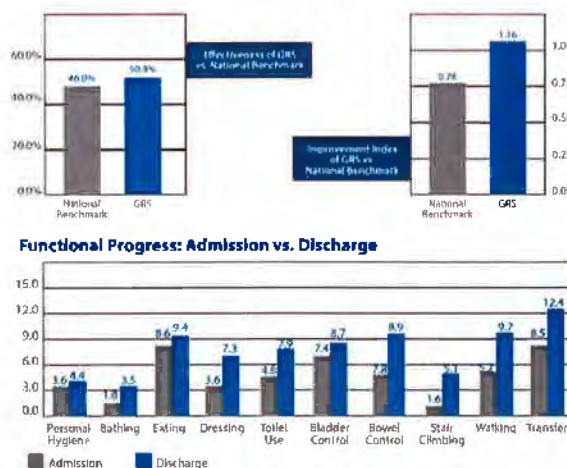


Figure 1.1



	<p><b>Modified Barthel Index (MBI) Reports</b> GRS utilizes an electronic clinical documentation system to capture outcomes measures related to patient functional status. Modified Barthel Index (MBI) Reports are generated quarterly for the purpose of continuous program improvement.</p> <p>The latest enhancement to the MBI allows for the therapist to establish a prior level of function score relating to the patient's condition prior to their admission to the SNF. In addition, GRS offers a Discharge MBI that provides a targeted score for a safe discharge. This allows for alignment with the patient, their family, nursing and therapy around a common level of independence for a safe discharge. Each score is developed based on the patients' capabilities and home environment. GRS is the only rehab provider to offer these two metrics.</p> <p>The MBI is currently part of our OT clinical documentation and reports are available. The Physical Performance and Mobility Examination (PPME) is currently part of our PT clinical documentation. A modified version of the National Outcomes Measurement System (NOMS) is currently part of our ST clinical documentation.</p>
5	<p>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.</p>
	<p><b>Bidder Response:</b></p> <p>GRS assigns a Director of Rehabilitation ("DOR") for each location who is responsible for the overall management of the Therapy Department.</p> <p><u>Currently at your facilities, there are weekly or biweekly meetings in place and led by the DOR at each site.</u></p> <p>In addition, the DOR is responsible for:</p> <ul style="list-style-type: none"> <li>✓ Serving as a department head in resident care and staff meetings</li> <li>✓ Hiring, training and supervising on-site therapy personnel</li> <li>✓ Monitoring daily program development and compliance</li> <li>✓ Providing in-services for center staff</li> <li>✓ Coordinating care with marketing/admissions, resident services, nursing, home health, etc.</li> <li>✓ Coordinating all reporting and communication activities</li> </ul>

**F. OPTIONAL SERVICES:**

The State reserves the right to add additional facilities with the coordination of the contractor should the need arise. Addition of facilities is in no way guaranteed.

Optional services may be requested for the following facilities:

1. Western Nebraska Veterans' Home (WNVH)
2. Norfolk Veterans' Home (NVH)

Genesis Rehab Services would be open to consider these two additional sites. Genesis would be willing to provide therapy services at these two additional sites but must be provided appropriate time frame for successful startup and staffing. The start date would need to be mutually agreed upon by all parties.

**G. DELIVERABLES**

Provide licensed professional staff to perform Restorative Care Plans, PT, OT, Speech Language Pathology, Incontinence Rehabilitation, and Consultation services for members located at NDVA facilities (GIVH, CNVH, and ENVH) as set forth in Section V. PROJECT DESCRIPTION AND SCOPE OF WORK, including, without limitation, Section V.C. PROJECT REQUIREMENTS, Section V.D, BUSINESS REQUIREMENTS, and Section V.E. SCOPE OF PRACTICE.

Genesis Rehab Services agrees to this term. Genesis Rehab Services has extensive clinical experience in development and implementation of restorative care plans, incontinence rehabilitation, therapy services and consultation for these services.

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## VI. CORPORATE OVERVIEW

The Corporate Overview section of the Technical Proposal should consist of the following subdivisions:

a. **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.

Genesis Eldercare Rehabilitation Services, LLC (d/b/a Genesis Rehab Services) is a wholly owned subsidiary of Genesis HealthCare, Inc., a public company. We are headquartered at 101 East State Street, Kennett Square, PA 19348.

### HISTORICAL OVERVIEW

- 1984 Genesis Rehab Services was initially established as the Speech and Hearing Network to provide speech-language pathology and audiology services.
- 1986 Genesis Health Ventures (now Genesis HealthCare), a public company that was starting to grow through the acquisition of nursing homes and related services, acquired the Speech and Hearing Network. Genesis expanded the Speech and Hearing Network's scope to include physical and occupational therapies in addition to speech-language pathology services.
- 1988 To reflect the multidisciplinary approach to care provided through physical, occupational, and speech therapy services, the Speech and Hearing Network changed names to Team Rehabilitation, Inc.
- 1989 – 1996 The company continued to grow via additional acquisitions and mergers. In 1996, the company changed its name to Genesis ElderCare Rehabilitation Services.
- 2000 The company underwent its final name change to Genesis Rehabilitation Services (now known as Genesis Rehab Services). This name reflects the broad scope of rehabilitation services provided to our large customer base.
- 2007 In 2007, private equity investors Formation Capital and JER Partners took Genesis HealthCare (and Genesis Rehab Services) private.
- 2010 Genesis Rehab Services integrated Respiratory Health Services, a Genesis HealthCare Corporation subsidiary, into its everyday operations. This integration added a fourth discipline, respiratory therapy, to its menu of services, making it possible to achieve a highly coordinated and comprehensive care delivery model and giving business partners distinct advantages in census management and expanded clinical capabilities.
- 2011 Health Care REIT, Inc. (HCN), a health care real estate investment trust, acquired substantially all of Genesis HealthCare Corporation's real estate assets and leased these properties back to Genesis HealthCare.
- 2012 Genesis HealthCare announced that effective December 1, 2012, it completed the acquisition of Sun Healthcare Group, Inc. (Sun) (NASDAQ GS: SUNH). The merger of the two companies not only created one of the largest skilled nursing providers in the country, but it also expanded Genesis Rehab Services' business to approximately 1,500 contracts in 44 states and the District of Columbia.
- 2015 On February 2, 2015, Genesis Rehab Services combined with Hallmark Rehabilitation as part of a larger transaction between parent companies Genesis HealthCare and Skilled Healthcare. This combined company, which maintained the Genesis name, helped GRS grow to more than 1,600 locations in 46 states and the District of Columbia. The company also went public on this date.
- Today Genesis Rehab Services is a leading national provider of physical, occupational, speech and respiratory therapies, consulting and wellness services for the older adult population. We currently provide effective and efficient physical, occupational, speech language pathology and respiratory services to over 55,000 patients each day and employ over 16,000 therapists and assistants in over 1,600 skilled nursing, assisted and independent living facilities, hospitals, home health agencies and outpatient clinics across 46 states and the District of Columbia.

**b. 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.

Genesis Eldercare Rehabilitation Services, LLC is a wholly owned subsidiary of Genesis HealthCare, Inc., a public company. See Attachment D for our most recent 10K Report. You can also view our additional reports online at [www.GenesisHCC.com](http://www.GenesisHCC.com) under Investor Relations, SEC Filings.

**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.

Genesis Rehab Services does not anticipate any change in ownership or control of the company during the twelve (12) months following the proposal due date.

**d. 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.

Genesis Rehab Services is headquartered at 101 East State Street, Kennett Square, PA 19348.

**e. 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.

Genesis Rehab Services is the current rehabilitation therapy provider at ENVH and GIVH. Other than this relationship, we have not had any other dealing with the State.

**f. BIDDER'S EMPLOYEE RELATIONS TO STATE**

If any Party named in the bidder's proposal response is or was an employee 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 employee listed in the proposal was an employee of the State within the past year. Additionally, no employee of the State is employed by Genesis Rehab Services.

**g. 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, describe fully all circumstances surrounding such termination, including the name and address of the other contracting Party.

Genesis Rehab Services has had no defaults in the state of Nebraska. We have not been terminated on any contracts in the State for the above listed reasons.

**h. 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:

- i. 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:
  - a) The time period of the project;
  - b) The scheduled and actual completion dates;
  - c) The Contractor's responsibilities;
  - d) 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
  - e) 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.
- ii. Contractor and subcontractor(s) experience should be listed separately. Narrative descriptions submitted for subcontractors should be specifically identified as subcontractor projects.
- iii. 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.

Claremore Veterans Center located in Claremore, OK. Genesis Rehab Services has been providing Occupational, Speech and Physical therapy services in this facility as the Prime Contractor for over four years. We provide similar services to their members and staff that were stated in this RFP. The facility has 302 beds.

Claremore Veterans Center  
3001 W. Blue Star Drive, Claremore, OK 74018  
Cindy R Rogers, Administrator  
P: 918-342-5432 ext. 234  
F: 918-342-0835  
E: Cindy.Rogers@odva.ok.gov

Norman Veterans Center located in Norman, OK. Genesis Rehab Services has been providing Occupational, Speech and Physical therapy services in this facility as the Prime Contractor since June 1, 2018. Prior to that we provided just Physical therapy services that for 2 months. We provide similar services to their members and staff that were stated in this RFP. The facility has 301 beds.

Norman Veterans Center  
1776 East Robinson, Norman, OK 73071  
Michael J Russell, Assistant Administrator  
P: 405-360-5600 Ext 2803  
F: 405-321-3647  
E: Michael.Russell@odva.ok.gov

Wedgewood Care Center located in Grand Island, NE. Genesis Rehab Services has been providing Occupational, Speech and Physical therapy services in this facility as the Prime Contractor for over six years. We provide similar services to their patients and staff that were stated in this RFP. The facility has 76 beds.

Wedgewood Care Center  
800 Stoeger Drive, Grand Island, NE 68803  
Sherrill Acton, Administrator  
P: 308-382-5440  
F: 308-381-2005  
E: sacton@5ssl.com

**i. 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.

Resumes should not be longer than three (3) pages. Resumes should include, at a minimum, academic background and degrees, professional certifications, understanding of the process, and at least three (3) references (name, address, and telephone number) who can attest to the competence and skill level of the individual. Any changes in proposed personnel shall only be implemented after written approval from the State.

1. **Director of Rehabilitation:** Onsite every day  
GIVA DOR: Alicia Butterfield, PT (resume in Attachment C)  
ENVA DOR: Abigail Ashby, SLP-CCC (resume in Attachment C)
  - ✓ Assumes responsibility for the efficient and profitable management of rehabilitation services in assigned site(s) of service.
  - ✓ Monitors the standard of clinical services being delivered and maintained in all sites and insures an ethical and compliant product is being delivered.
  - ✓ Insures accountability to the provision of evidence-based care and adherence to care delivery standards.
  - ✓ Reviews monthly department and individual therapist outcomes and supports staff in identifying strategies to improve outcomes as needed.
  - ✓ Assists therapy staff in identifying and removing barriers to treatment and providing clinical education to meet the needs of the patient.
  - ✓ Assumes responsibility for hiring therapy staff (in conjunction with the Director, Area Clinical Operations).
  - ✓ Assumes responsibility for daily staffing and utilization with input from treating therapists, consideration of clinical requirements, and recommendations from the Regional Clinical Director
  - ✓ Assumes responsibility for facility reports on a weekly and monthly basis.
  - ✓ Supports the delivery of the highest standard of rehab services through appropriate utilization of resources, the promotion of clinical programs, and staff development in collaboration with licensed therapists, the Director, Area Clinical Operations and the Regional Clinical Director.
  - ✓ Develops and maintains relationship with facility management team and staff.
  - ✓ Ensures that the clinical management of the rehab department, including oversight related to case management, quality improvement, care planning, clinical utilization, and patient identification
  - ✓ Completes monthly reports and formally reviews them with the facility administration.
2. **Clinical Operations Area Director (COAD)**  
Courtney Barger (resume in Attachment C)
  - ✓ Recruit, hire, train and supervise DOR
  - ✓ Monitor standard of service being delivered
  - ✓ Review and approve strategic plans with each DOR to achieve goals
  - ✓ Conduct quarterly area DOR meetings
  - ✓ Develop necessary relationships with referral and payer sources
  - ✓ Ensure that revenue and expense targets are established and achieved
  - ✓ Assist with the hiring and training of on-site rehabilitation personnel
  - ✓ Ensure that customer invoices are accurate and delivered in a timely manner
  - ✓ Provides customer service to ED/NHA and facility team, including establishing goals and ensuring all customer needs are met

3. Regional Clinical Director (RCD)

Jeanne Copeland (resume in Attachment C)

- ✓ Assess clinical competencies of staff and provide appropriate trans-disciplinary or discipline specific training
- ✓ Assess program effectiveness and participate in development, implementation and follow-up of quality improvement initiatives
- ✓ Conducts comprehensive, concurrent chart audits in all practice settings
- ✓ Performs regular audits to assess clinical practice standards and regulatory compliance as a basis for action planning and developing training initiatives
- ✓ Provides training and mentoring to clinical staff

4. Regional Vice President of Operations

Carl Shrom (resume in Attachment C)

- ✓ Oversees management of all area operations.
- ✓ Reviews monthly department and individual therapist outcomes and supports DACO
- ✓ Identifying strategies to improve outcomes as needed.
- ✓ Assists DACO in identifying and removing barriers to treatment and providing clinical education to meet the needs of the patient.
- ✓ Takes responsibility for the development and support of all staff in their Region to include rounding, second- tier rounding, coaching and mentoring.
- ✓ Monitors the standard of clinical services being delivered and maintained in all sites and insures an ethical and compliant product is being delivered.
- ✓ Reviews strategic plans with managers to achieve the goals of Genesis Rehab Services, and ensures that policies and procedures of the company are consistently followed.
- ✓ Conducts DOR meetings on a regular basis to communicate, develop and remove barriers to patient care and increase customer satisfaction.
- ✓ Assumes responsibility for marketing the services of Genesis Rehab Services within the assigned area.
- ✓ Accepts responsibility for meeting budgetary goals for the assigned area.
- ✓ Works with VPCS to strategically identify and meet clinical education needs, assure adherence to compliance, develop strategic programming for their Region.
- ✓ Assures compliance (CI & Quality) in their Area.

5. Vice President, Clinical Operations (VPCO)

Alla Onitskansky (resume in Attachment C)

- ✓ Assist Vice President of Clinical Operations in the development, implementation and education relative to corporate clinical initiatives
- ✓ Assure regional implementation and monitoring of corporate clinical initiatives
- ✓ Performs utilization analysis of clinical practices
- ✓ Assist Regional Vice President, Operations in strategic planning for Clinical Practice
- ✓ Monitor standards of clinical services being delivered and maintained in all sites
- ✓ Research and provide information on regulations, reimbursement and practice/licensure regulations
- ✓ Serve as consultant to COAD on strategic plan implementation
- ✓ Manage denial process

i. **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.

Currently both locations are fully staffed to meet the clinical needs of the members. ENVA's Director of Rehab is Abigail Ashby, SLP-CCC. GIVA/CNVA Director of Rehab is Alicia Butterfield, PT. Both of these ladies are the current point of contact within their respective locations. During their absences there are other designated individuals to coordinate care between the State and GRS. State level management personnel are also available daily to support and coordinate care within the facilities. Clinical Operations Area Director for Nebraska is Courtney Barger, MHA OTR/L. Regional Clinical Director is Jeanne Copeland, SLP-CCC. Senior Director of Rehab for direct bill locations in Omaha is Stephanie Walton, OTR/L.

Genesis Rehab Services also has an extensive recruiting department to support the management of adding new talent to the GRS team allowing us to continually provide top of practice skilled therapy services.

j. **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.

Genesis Rehab Services does not intend to use sub-contractors at any time as part of our service.



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## 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:	Genesis Eldercare Rehabilitation Services, LLC d/b/a Genesis Rehab Services
COMPLETE ADDRESS:	101 East State Street, Kennett Square, PA 19348
TELEPHONE NUMBER:	(800) 728-8808
FAX NUMBER:	(610) 347-4147
DATE:	08/06/2018
SIGNATURE:	
TYPED NAME & TITLE OF SIGNER:	Lou Ann Soika, SVP – Customer Relations and Strategic Development

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## VII. TECHNICAL APPROACH

The technical approach section of the Technical Proposal should consist of the following subsections:

a. Understanding of the project requirements;

Genesis Rehab Services has been in business for 30 years and currently provides Physical, Occupational and Speech therapy services to over 1,600 locations. We provide these services to over 55,000 patients each day in CCRCs, skilled nursing, assisted living, independent living, acute care, PACE outpatient locations and through home health agencies in 46 states plus the District of Columbia. With this unique suite of services, we bring additional resources at the corporate and local levels to our business partners.

b. Proposed development approach;

Genesis Rehab Services is patient-centered and at the forefront of all we do is remembering that everyone wants to live full and satisfying lives, to be independent as possible, to age with dignity and grace and to have someone monitor their health when they can no longer do so for themselves. Our patient satisfaction scores reflect 98.2% rate of overall satisfaction.

c. Contractor Requirements

For over 30 years, Genesis Rehab Services has been in business. We provide Physical, Occupational and Speech therapy services to over 1,600 locations in 46 states plus the District of Columbia. For the State of Nebraska, we have existing Management and Staff that is supported by our national resources such as Recruiting, Regulatory and Clinical Departments. **We have an existing Group Practice and Outpatient license in Nebraska that allows us to complete the appropriate billing to Medicare and other sources.** Our most recent Outpatient AAAASF survey was deficiency free for the ENVA.

Nationally Genesis Rehab Services provides our therapy services to over 55,000 patients each day in CCRCs, skilled nursing, assisted living, independent living, acute care, PACE outpatient locations and through home health agencies. With this unique suite of services, we bring additional resources at the corporate and local levels to our business partners.

d. Business Requirements

Genesis Rehab Services is licensed to operate in the State of Nebraska.

e. Deliverables; and

Genesis Rehab Services has partnered with GiftRap to develop a customized and computerized documentation system and billing system. Our computerized system has numerous capabilities to enhance our documents, records management, and data collection that occurs through this program by our therapists. While the data collection is vast, this system streamlines therapists' efforts, allowing them more time with direct patient and client contact. This system also provides reports such as therapies provided; staff hours, residents on program.

Our system captures all service based and time-based services rendered by all therapists for all patients on a daily basis. Weekly and monthly billing close processes ensure that the information is always kept up to date and is accurate. This information is readily available to the GRS billing system which can promptly generate a bill after the month-end close process. Invoices, billing statements, and service logs can be sent electronically each month. These are standard exports and invoicing processes that can be provided to You. All summary information is available in many formats; Microsoft Excel is just one export type. We also can customize management reports for PSL in order to capture the monthly and trending summary information. The GRS billing supervisor will work with a PSL designee to define the export format and frequency of when the information is provided. The export can be received via disc or e-mail.

f. Scope of Practice.

Genesis agrees to provide the following clinical rehabilitation services:

- Physical Therapy
- Occupational Therapy
- Speech/Language Pathology
- Screenings
  - Admission
  - Re-Admission
  - Referral
- Care Plan Participation – Patients on active caseload





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/27/2017

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

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

**PRODUCER** 1-617-531-6000  
Integro USA Inc.  
dba Integro Insurance Brokers  
Two Financial Center  
60 South Street, Suite 800  
Boston, MA 02111

**CONTACT NAME:**  
**PHONE (A/C No. Ext):** **FAX (A/C, No):**  
**E-MAIL ADDRESS:**

**INSURED**  
Genesis Healthcare, Inc.  
  
101 East State Street  
  
Kennett Square, PA 19348

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Hudson Excess Insurance Company	14484
INSURER B:	LIBERTY MUT FIRE INS CO	23035
INSURER C:	NATIONAL FIRE & MARINE INS CO	20079
INSURER D:		
INSURER E:		
INSURER F:		

**COVERAGES** **CERTIFICATE NUMBER:** 51415822 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			HFF100067-1702	12/01/17	12/01/18	EACH OCCURRENCE \$ 3,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 3,000,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 3,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COM/OP AGG \$ 3,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJE CT <input type="checkbox"/> LOC						
B	AUTOMOBILE LIABILITY			AS2-631-004097-347	12/01/17	12/01/18	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS						
C	UMBRELLA LIAB			NSC100053 (XS PL & GL)	12/01/17	12/01/18	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
	EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 3,000,000						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A				WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$
A	Medical Professional Liab (Retro Date: Various)			HFF100067-1702	12/01/17	12/01/18	Each Med. Incident 3,000,000 *Aggregate 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, If more space is required)  
\*GL and MPL Policy subject a combined \$3,000,000 policy aggregate and is inclusive of the applicable policy deductible.  
Evidence of Insurance  
The State of Nebraska, Certificate Holder, is an additional insured, primary and noncontributory on the General Liability.  
Retrospective Date for General Liability, Medical Professional Liability and Umbrella Liability: 6/1/2000

CERTIFICATE HOLDER	CANCELLATION
State of Nebraska, Administrative Services Purchasing Bureau  1526 K Street, Suite 130  Lincoln, NE 68508  USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>Jane Wankrille</i>

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ACORD 25 (2010/05)  
Anne.Chang@integrogrou.com\_BOS  
51415822

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## GRSHR 200 Background Investigations

MANUAL TITLE:	Rehab Services Policies and Procedures
POLICY TITLE:	GRSHR 200 Background Investigations
APPLICATION:	All Employees
EFFECTIVE DATE:	12/01/15
REVISION DATE:	05/19/17
REVIEW DATE:	05/19/17

### **POLICY**

Genesis Rehab Services (GRS) and SunDance Rehabilitation Agencies (SunDance) will conduct background investigations on all applicants/employees to whom a conditional offer of employment has been made, and other applicable individuals per federal and state regulations.

Individuals who volunteer regularly require a background investigation.

Employees that are rehired after a 90-day break in service require a new background screening and drug test. Refer to Rehires policy for more information.

### **PURPOSE**

To ensure the integrity of GRS/SunDance workforce and the safety and welfare of employees and patients/residents.

### **PROCESS**

1. All applicants will be informed that a criminal background check will be conducted as part of the hiring process if GRS/SunDance makes a conditional offer of employment to the applicant.
  - 1.1. All background checks should be performed after a conditional offer of employment is made and accepted.
  - 1.2. A new background screening is required if more than 90 days passes between the time of screening and the hire date of the new employee.
2. The applicant must sign an authorization form before a background check is conducted. The authorization form will be placed in the personnel file.
3. A conditional hire may begin work before the background report if all of the requirements below are met and the supervisor has received a *Cleared to Start* email:
  - 3.1. Conditional hires are permitted in accordance with state law, state-specific requirements and Genesis requirements regarding conditional hires
  - 3.2. He/she signs an *Attestation of Good Moral Character* or comparable state attestation and does not disclose any adverse information
  - 3.3. The following federal/national background checks have been completed, with no adverse findings:
    - 3.3.1. Sanctions Based and OIG checks, including a determination that the applicant is not excluded from participation in federal or state administered health care programs
    - 3.3.2. National Criminal Database
    - 3.3.3. Sex Offender Registry
    - 3.3.4. Social Security Number Validation and Deathmaster Index.
  - 3.4. The drug screen requirement has been met.
4. Any conviction of a crime that is indicated on the background check will be reviewed by the HR Generalist. The HR Generalist will follow the background check process and determine if the applicant is eligible for employment (i.e., the crime does not bar employment in the specific state).



- 4.1. All convictions will be considered in terms of relevance to the position sought and time elapsed since conviction.
  - 4.1.1. The Company maintains Barrier Crimes Matrices for each state (Note: Access is restricted to Human Resources personnel).
  - 4.1.2. Refer to *GHC SH413 Vehicle Safety* policy regarding background processes for applicants/employees applying to be drivers.
  - 4.1.3. Refer to *GRSCS 408 Driving Rehab Vehicle Approval, Use, and Safety* policy for Driving Rehabilitation Specialists using company vehicles for transportation of patients/clients.
5. Direct questions concerning employee background screening to the HR Department.

*Refer to:*

- GHC Safety and Health Policies and Procedures, *GHC SH413 Vehicle Safety*
- *GRSCS 408 Driving Rehab Vehicle Approval, Use, and Safety*

## GRSHR 214 Pre-Employment Criteria

MANUAL TITLE:	Rehab Services Policies and Procedures
POLICY TITLE:	GRSHR 214 Pre-Employment Criteria
APPLICATION:	All Employees and Sites of Service
EFFECTIVE DATE:	06/01/07
REVISION DATE:	05/19/17
REVIEW DATE:	05/19/17

### **POLICY**

All employees of Genesis Rehab Services (GRS) and SunDance Rehabilitation Agency (SunDance) must meet pre-employment criteria.

### **PURPOSE**

To facilitate the provision of quality respiratory therapy/rehabilitation services to our patients and maintain the professional standards of our employees.

### **PROCESS**

1. Prior to extending an offer of employment, all new employee candidates must:
  - 1.1. Complete an application for employment
  - 1.2. Complete the *Skill Survey Reference Report* (provided by Recruiting Department)
  - 1.3. Provide a résumé or curriculum vitae
  - 1.4. Complete the interview process, as deemed appropriate.
2. Upon accepting an offer of employment, new employees must complete all required employment background check and health information forms and associated processes.
  - 2.1. New employees will provide proof of credentialing as required by state regulations, professional guidelines, and payer requirements, as applicable.
  - 2.2. All new employees must complete the following:
    - 2.2.1. *Acknowledgement of Receipt of Substance Abuse and Alcohol Misuse Prevention Policy and Consent to Testing* form (provided by Recruiting Department)
    - 2.2.2. *Consumer authorization form* (provided by Recruiting Department)
    - 2.2.3. Any additional requirements as mandated by state law or position-specific requirements.
  - 2.3. Candidates will work with Human Resources and Recruiting to complete all required items.
  - 2.4. Candidates who fail pre-employment drug screening may not re-apply for employment with GRS or SunDance until 12 months after the failed screening.
3. A conditional hire may begin work before the background report if all of the requirements below are met and the supervisor has received a *Cleared to Start* email from HR:
  - 3.1. Conditional hires are permitted by state law, state-specific requirements and Genesis requirements regarding conditional hires have been met
  - 3.2. He/she signs an *Attestation of Good Moral Character* or comparable state attestation and does not disclose any adverse information
  - 3.3. The following federal/national background checks have been completed, with no adverse findings:
    - 3.3.1. Sanctions Based and OIG checks, including a determination that the applicant is not excluded from participation in federal or state administered health care programs

3.3.2. National Criminal Database

3.3.3. Sex Offender Registry

3.3.4. Social Security Number Validation and Deathmaster Index.

3.4. The drug screen requirement has been met.

*Refer to:*

- RehabCentral HR site, *New Employee Orientation*

## **Genesis Rehab Services® and SunDance Rehabilitation Agency**

MANUAL TITLE:	Rehabilitation Services Policies and Procedures
POLICY TITLE:	<b>GRSHR 221 Temporary Agency Background Checks: Criminal and Driving</b>
APPLICATION:	All Employees
EFFECTIVE DATE:	12/01/15
REVISION DATE:	
REVIEW DATE:	

### **POLICY**

Genesis Rehab Services (GRS) and SunDance Rehabilitation Agencies (SunDance) will only use temporary staffing agencies that complete criminal background checks on their staff.

### **PURPOSE**

To ensure the safety and security of GRS/SunDance patients/residents.

### **PROCESS**

1. Before a GRS/SunDance location is permitted to use an external temporary staffing agency, the agency must provide confirmation that they are in compliance with this policy pursuant to the terms of the contract.
2. Background checks must include:
  - 2.1. Verification of credentials, licenses, certificates, or other documents required for the position;
  - 2.2. Criminal background check and, where applicable, driving record check;
  - 2.3. Substance abuse screening;
  - 2.4. Determination that staff are not excluded from participation in the federal and state administered healthcare programs by review of the Health and Human Services Office of Inspector General and General Services Administration lists (LEIE and SAM, as well as similar state lists);
  - 2.5. Abuse Registry check, where applicable;
  - 2.6. Employee health screening, where applicable.

**Attachment C**

# Abigail Ashby

## EDUCATION:

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University of Northern Iowa, Master of Arts in Speech-Language Pathology	Northern Iowa August, 2003
Elmhurst College Bachelor of Arts in Education College of Education, Department of Communication Disorder	Elmhurst, IL May, 2001

## PROFESSIONAL CREDENTIALS:

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- State of Nebraska Licensed Speech-Language Pathologist
- State of Iowa Licensed Speech-Language Pathologist
- Certified in eSWALLOW™ and VitalStim®

## PROFESSIONAL WORK EXPERIENCE:

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### Genesis Rehab Services Omaha/Bellevue, NE

03/2016-Present Director of Rehab

- DOR of two outpatient clinics in Omaha/Bellevue.
- Responsible for efficient and profitable management of services of designated sites.
- Monitors the standard of clinical services being delivered and ensures ethical and compliant product is being delivered.
- Responsible of hiring of all staff. Responsible for daily staffing and utilization with input from treating therapists, consideration of clinical requirements and recommendations from the Regional Clinical Director.
- Administers financial controls of revenue and expenses.
- Assumes responsibility for meeting annual budgets goals set by the Clinical Operations Area Director.
- Performs annual merit evaluation of therapy staff.

### Aegis Therapy Omaha, NE

10/2013-03/2016

Therapy Coordinator/Lead SLP

10/2011-10/2013

Lead Speech-Language Pathologist

Harrison County, LA

07/2010-10/2013

Rehabilitative Program Coordinator/Lead SLP

### Rehab Visions

05/2007-07/2010

Lead Speech-Language Pathologist

Omaha, NE

### HCR Manor Care

08/2006-05/2007

Lead Speech-Language Pathologist

Naperville, IL

## MEMBERSHIPS:

---

- Certified Member - American Speech-Language Pathologist
- WVSLHA

## REFERENCES:

---

Name: Ann Huzaka  
Address: 714 Rosewood Avenue Papillion, NE 68133  
Phone: (402) 630-9197

Name: Stacey Case  
Address: 4450 Brook Dr. Bellevue, NE 68123  
Phone: (402) 681-5613

Name: Amy Walter  
Address: 15833 Parker Street Omaha, NE 68118  
Phone: (402) 676-0020

# Alla Onitskansky, PT, MBA

## EDUCATION:

Case Western Reserve University,  
Certificate in Emotional Intelligence  
Certificate in Executive Coaching

Cleveland, OH  
2017  
2015

Baldwin Wallace College,  
MBA

Berea, OH  
May 1999

Cleveland State University,  
Post-B.A. Certificate in Physical Therapy - 1995

Cleveland, OH

St. Petersburg State University,  
B.A. in Speech Therapy

St. Petersburg, Russia

## PROFESSIONAL CREDENTIALS:

- Physical Therapy License, State of OH

## PROFESSIONAL WORK EXPERIENCE:

### Genesis Rehab Services

Kennett Square, PA

07/2013-Present

Vice President - Clinical Operations

- Responsible for clinical operations of 660 departments in 22 states with \$276 million annual revenue.
- Developed long term and short term strategies for processes and programs that are aligned with GRS strategic vision and contribute to GRS operational success.
- Implemented Leadership Development programs for Clinical Operations Area Directors and Directors of Rehab Departments.
- Defined data requirements for monitoring performance, improvement, and outcomes of care to provide meaningful report and analysis.

2011 - 2015

Director Clinical Operations

- Planned and led execution of large, complex projects, programs, and operations that resulted in improved efficiency and effectiveness of clinical care.
- Managed team of Clinical Specialists including performance management, professional development, recruitment, retention, engagement.
- Executed business development strategies by rolling out unique programs and services to new and current customers.
- Rolled out Quality Assurance program that resulted in 50% decrease in denials.

### CareOne Management

Fort Lee, NJ

2010-2010

Vice President of Rehabilitation Services

- Managed \$60 million in rehab services, across 6 regions, 80 departments in 9 states.
- Increased daily revenue \$10,500.00 by training and developing direct reports, forecasting results, and executing clinical/operational strategy.

### EnduraCare Therapy Management

Las Vegas, NV

2007-2010

Divisional Vice President

### Aegis Therapies

Fort Smith, AR

2002-2007

Area Director

2002-2004

District Manager



# Alla Onitskansky

## **Nexstep Healthcare**

2001-2002

Regional Operations Manager

Wickliffe, OH

## **Concentra Medical Centers**

1998-2001

Center Therapy Director

Wiloughby, OH

## **Mt. Sinal Medical Center**

1996-1998

Physical Therapist

Cleveland, OH

## **HONORS AND AWARDS:**

---

- Region of the Year, Aegis Therapies - 2006
- Region of the Year, Aegis Therapies - 2005
- Best Employee Retention, Aegis Therapies - 2004
- Chairman Award, Beverly Enterprises - 2003
- Best Clinical Area, Aegis Therapies - 2002

## **REFERENCES:**

---

Name: Mary Spooner  
Address: 171 Granger Rd Unit 145 Medina OH 44256  
Phone: (440) 227-4804

Name: Carolyn Lookabill  
Address: 37905 Aurora Rd, Solon OH 44139  
Phone: (216) 390-0535

Name: Lou Ann Soika  
Address: 101. E. State Street, Kennett Square PA 19348  
Phone: (610) 212-5983

# Alicia Butterfield

## EDUCATION:

---

Nebraska Wesleyan University,  
Bachelor of Science in Exercise Science

Lincoln, NE  
July 2012

Des Moines University,  
Doctor of Physical Therapy

Des Moines, IA  
May 2012

## PROFESSIONAL CREDENTIALS:

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- Nebraska Physical Therapy License - July 2012- Present

## PROFESSIONAL WORK EXPERIENCE:

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### GRS at Grand Island Veterans Home

Grand Island, NE

03/2016 - Present

Director of Rehab

10/2015-03/2016

Physical Therapist

- Effectively facilitate communication between rehab team and facility personnel
- Clinical guidance to staff therapists
- Manage scheduling and the flow of patient care
- Special focus in Geriatric population
- Special training in Fall Risk Management
- Excellent inter-professional communication skills

### Select Rehabilitation

Grand Island, NE

10/2014-10/2015

Physical Therapist

### Key Rehabilitation

Grand Island, NE

07/2014-10/2014

Physical Therapist

### Aegis Therapies

Grand Island, NE

12/2012-06/2014

Physical Therapist

### Kit Carson County Health Service District

Burlington, CO

07/2012-12/2012

Physical Therapist

## PROFESSIONAL ORGANIZATIONS/ AFFILIATIONS:

---

- American Speech-Language Hearing Association (ASHA), Certified Member
- ASHA Special Interest Division 13 - Dysphagia, Member

## MEMBERSHIPS:

---

- APTA (Aug 2009-Present)
- NPTA (Sept 2012 - Present)

## REFERENCES:

---

Name: Jed Schmoltdt, PT, DPT  
Address: 4110 20<sup>th</sup> Ave Kearney, NE 68845  
Phone: (402) 469-0583  
Relationship: Co-worker

Name: Angie Nelson, PTA, Rehab Coordinator  
Address: 504 Kennedy Place Grand Island, NE 68803  
Phone: (308) 379-2795  
Relationship: Co-worker

Name: Jodi Suminski, OTD/R/L  
Address: 3910 Partridge circle Grand Island, NE 68803  
Phone: (308) 370-0673  
Relationship: Co-worker

Name: Jenny Schaal, PT, DPT, ATC  
Address: 58511 CR KK Burlington, CO 80807  
Phone: (719) 346-6050  
Relationship: Previous Co-Worker

# Carl A. Shrom

## EDUCATION:

Beaver College/Arcadia University,  
B.S Biology  
M.S. Physical Therapy

Glenside, PA  
1992  
1994

## PROFESSIONAL WORK EXPERIENCE:

### Genesis Rehab Services

01/2010-Present

Regional Vice President for Territory 3 Midwest  
(NE, KS, OK, AR, MO, IL, WA, OR, UT, IA, ID, MT, WY, CO, CA)

- Supervised operations for 368 SNF/ALF/CCRC communities and 3000 FTE.
- Financial growth of \$100 million in revenue with clinical programming and patient care.
- Supervised and lead teams of 15 Area Directors in 16 states in Midwest.
- Account Manager for Senior Lifestyle, Vivage, EmPres, AdCare, Carriage Healthcare, and Platinum chain customers coordinating positive relationship and communications.
- Supervised regulatory compliance and corporate integrity in 16 states.

10/25-12/09

Area Director T2 Area 10

Central/Eastern, PA

- Managed 24 SNF/ALF/CCRC communities and 150 FTE.
- Financial growth of \$12 million in revenue with \$4 million in GM, average of 30% GM and 79% efficiency.
- Coordinated 5 Area Directors across 13 centers as Genesis account manager.
- Account Manager for PHI chain customer coordinating 5 Area Directors and 8 centers.
- Supervised regulatory compliance and corporate integrity in area.
- Negotiated current and new business growth for area.

01/2000-09/2005

Senior Program Manager T2 Area 5

Central/Eastern, PA

- Managed 8 SNF/ALF/CCRC communities and 80 FTE.
- Successful growth of area 10 to 26 centers from 20 and zero lost business through excellent customer service.

01/1994-12/1999

Program Manager

Lansdale, PA

- Grew the rehab program at Elm Terrace from .5 FTE to 8 FTE as manager.

## MEMBERSHIPS:

- APTA

## REFERENCES:

Name: Mark Kilmer  
Address: SVP Clinical Operations  
Phone: (505) 379-4529

Name: Michele Blunt PT  
Address: 14805 N Outer 40 Rd Suite 300 Chesterfield, MO 63017  
Phone: (314) 775-6010

Name: Lou Ann Soika  
Address: 101 E. State Street Kennett Square, PA 19348  
Phone: (610) 212-5983

# Courtney J. Barger, MHA OTR/L

## EDUCATION:

Bellevue University, Masters of Healthcare Administration	Bellevue, Nebraska 2010
Physical Agent Modality Certification 2007 In accordance with Nebraska State Guidelines	
University of Southern California Comprehensive Program in Sensory Integration Certificate Number #714	Los Angeles, CA 2001
College of Saint Mary, BSOT, Occupational Therapy	Omaha, Nebraska 1999

## PROFESSIONAL CREDENTIALS:

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- Nebraska Occupational Therapy License #1124 includes endorsements for PAMs, NBCOT Registration originally in 1999 renewed in 2016
- Physical Agent Modality Certification obtained in 2007
- North American Riding for the Handicapped Association (NARHA) Riding Instructor Certification in 1999

## PROFESSIONAL WORK EXPERIENCE:

---

<b>Genesis Rehab Services</b> 02/2012-Present	Director of Rehab	Nebraska
<ul style="list-style-type: none"><li>• Multi-site manager for skilled nursing facilities in Nebraska and Iowa</li><li>• Recruit and train therapy staff to provide excellent care to geriatric patients</li><li>• Manage staffing and caseloads</li><li>• Completion of yearly budgets</li><li>• Manage operations on a daily basis for multiple programs</li><li>• Evaluate, develop, and carry out plans of care as an Occupational Therapist</li></ul>		
<b>Hallmark Rehabilitation</b> 2012-02/2015	Director of Rehab	Nebraska
<b>Select Rehabilitation of Chicago</b> 2011-2012	Director of Rehab	North Platte, NE
<b>Aegis Therapies</b> 2010-2011	Director of Rehab	Cozad, NE
<b>Community Hospital</b> 2007-2010	Director of Occupational Therapy	McCook, NE
<b>PeopleFirst Rehabilitation</b> 2006-2007	Lead Occupational Therapist	Lincoln, NE
<b>EnduraCare Therapy Management</b> 2005-2006	Area Manager	Omaha, NE
<b>University of Nebraska Medical Center</b> 2004-2005	Occupational Therapist	Omaha, NE
<b>PhysioTherapy Associates Children's Therapy Center</b> 2003-2004	Occupational Therapist	Las Vegas, NV

# Courtney Barger

**Integrated Health Systems**  
2001-2003

Occupational Therapist Sub-Acute Rehab

Las Vegas, NV

**Red Rock Care Center**  
2002

Gallup, NM

**Gallup McKinley County Schools**  
2000-2002

Occupational Therapists for special needs

Gallup, NM

**Physical Therapy Specialists Clinic**  
1999

Manager of Hippotherapy Program

West Plains, MO

## **REFERENCES:**

---

Name: Carl A. Shrom  
Address: 2058 Saint Madeleine Drive  
Phone: (636) 294-0430

Name: Marcie Tidd, OTR/L COAD  
Address: 37451 Rockville Road Louisburg, KS 66053  
Phone: (913) 271-3736

Name: Ashley Maddux, MT  
Address: 22432 W Slough RD Hershey, NE 69143  
Phone: (308) 340-1673

# Jeanne M. Copeland

## EDUCATION:

---

Kansas State University,  
Masters in Speech-Language Pathology

Manhattan, KS  
August 2000

Kansas State University,  
Bachelor of Science in Communication Sciences and Disorders  
Cum Laude recognition

Manhattan, KS  
May 1998

## PROFESSIONAL CERTIFICATIONS:

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- Certified in VitalStim®

## PROFESSIONAL WORK EXPERIENCE:

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### Genesis Rehab Services

11/2015-Present Regional Clinical Director

- Designated as a Genesis Master Clinician in the area of Cognitive-Communication Disorders and Dementia; October, 2011 to present
- Served as SLP Champion with responsibilities for staff mentoring and monthly SLP Forum planning, hosting, and presenting; August, 2011 to present
- Co-chair, Genesis Dysphagia Special Interest Group; January 2017 to present
- Supervised seven graduate students from Kansas universities, two Clinical Fellows, and three GRS SLP's new to geriatric practice since August, 2011

05/2011-11/2015 Speech-Language Pathologist

### Summit Care

07/2010-05/2011 Speech-Language Pathologist

### Meadowlark Hills Retirement Community

12/2007-07/2010 Speech-Language Pathologist

### Mercy Regional Health Center

06/2004-12/2007 Speech-Language Pathologist

### Twin Lakes Educational Cooperative

08/2000-05/2004 Speech-Language Pathologist

## PROFESSIONAL PRESENTATIONS:

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- ASHA and AOTA presenter, *"Interdisciplinary Approach to Dysphagia, Posture, and Positioning in the Medically Complex Population,"* November, 2016 & March, 2017
- ASHA presenter, *"Interdisciplinary Approach to Pharmacy & Medication Management to Reduce Readmissions in Value-Based Care,"* November, 2017
- Invited KSHA presenter, *"Value-Based Care Delivery for Aphasia in the Adult Speech-Language Pathology Practice,"* September, 2016
- Invited KSHA presenter, *"Functional Evaluation and Treatment of the Patient with Dementia in the Long-Term Care Setting,"* September, 2013
- Invited co-presenter to the Kansas Association of Nutrition Foodservice Professionals, *"Therapeutic Interventions to Support Safe, Efficient, and Sufficient Intake in the Geriatric Population,"* October, 2015
- SLP presenter, *"A Cognitive Framework for Dementia"* CEU course; 2015 to 2017
- Invited presenter for graduate students at Kansas State University and Fort Hays State University, 2011-2014

# Jeanne Copeland

## **HONORS & AWARDS:**

---

- 09/2014 - Master Clinician: Cognitive-Communication Disorders & Dementia, Genesis Rehabilitation
- 10/2011 - Master Clinician: Cognition, Genesis Rehab Services
- 1996 to 1998 - Research Scholar, McNair Scholars Program
- 1997 to 1998 - Mortar Board National Honor Society

## **REFERENCES:**

---

Name: Alla Onitskansky  
Address: 5116 Meadow Wood Blvd, Lyndhurst, OH 44124.  
Phone: (216) 287-1168

Name: Jordan Bowman  
Address: 2806 West Logan Blvd Apt 3B, Chicago, IL 60647  
Phone: (312) 561-0328

Name: Diane Dismukes  
Address: 801 Enchanted Oaks, Angleton, TX 77515  
Phone: (979) 248-8871



**Attachment D**

10-K | 10-2018 | 1351051 | 10-K

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**  
Washington, D.C. 20549

**FORM 10-K**

**Item 1. Business**

**(NAME OF REGISTRANT (IF DIFFERENT FROM THE NAME OF THE ISSUER))**  
Genesys Health Inc.

**(Exact name of registrant as specified in its charter)**

**Genesys Health Inc.**  
1250 North Maple Avenue  
Gainesville, Texas 77654

**2018 Filing Year**

**Item 2. Description of Business**

**(Description of the business of the registrant)**

**Item 3. Legal Proceedings**

**(Description of legal proceedings)**

**Item 4. Risk Factors**

**(Description of risk factors)**

**Item 5. Market for Common Equity, Preferred Stock and Other Equity Securities**

**(Description of market for common equity, preferred stock and other equity securities)**

**Item 6. Selected Financial Data**

**(Summary of financial data)**

**Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations**

**(Management's discussion and analysis of financial condition and results of operations)**

**Item 8. Financial Statements and Supplementary Data**

**(Financial statements and supplementary data)**

**Item 9. Changes in and Disagreements With Accountants on Accounting and Financial Disclosure**

**(Changes in and disagreements with accountants on accounting and financial disclosure)**

**Item 10. Directors, Executive Officers and Corporate Governance**

**(Information about directors, executive officers and corporate governance)**

**Item 11. Executive Compensation**

**(Information about executive compensation)**

**Item 12. Security Ownership of Certain Equity Securities and Holders of 10% or More of a Class of Equity Securities**

**(Information about security ownership of certain equity securities and holders of 10% or more of a class of equity securities)**

**Item 13. Certain Relationships and Related Transactions, and Director Independence**

**(Information about certain relationships and related transactions, and director independence)**

**Item 14. Principal Accounting Fees and Services**

**(Information about principal accounting fees and services)**

**Item 15. Exhibits, Financial Statements and Exhibits**

**(Information about exhibits, financial statements and exhibits)**

**Signatures**

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Forward-Looking Statements

Our forward-looking statements are made in accordance with the provisions of the Securities Act of 1933 and the Securities Exchange Act of 1934, and are intended to provide prospective investors with information about our business, financial condition, and results of operations.

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Item 1. Business

Item 1. Business

We are a leading provider of telehealth services, offering a range of virtual care options to our patients. Our services include teleconsultations, telemonitoring, and virtual nursing, among others.

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Managed Care and Commercial Insurance

Managed care products are issued by certain health care providers in order to provide a more efficient, cost-effective health care system. Managed care products are subject to certain requirements. The requirements are subject to certain requirements.

Consumer Protection Issues

Protecting other policy owners primarily of individuals, family members or other third parties who directly pay for the services are people.

Reimbursement for care services

Reimbursement for Health Savings Accounts

The subject of health savings account payments in the U.S. cover for Medicare and Medicaid with the remainder of revenues derived from managed care and commercial insurance other than group-term and private pay. Typically, all patients that were a virtual managed care facility before an effective date were not subject to the same rules. After a patient is fully qualified for health savings account, the reimbursement of costs incurred in a health savings account will be subject to certain requirements.

Health care providers are subject to certain requirements. Health care providers are subject to certain requirements. Health care providers are subject to certain requirements.

Reimbursement for Health Savings Accounts

Health savings account payments are subject to certain requirements. Health savings account payments are subject to certain requirements.

Reimbursement for Health Savings Accounts

Health savings account payments are subject to certain requirements. Health savings account payments are subject to certain requirements.

Recent Regulatory and other Commercial Areas Affecting Revenue

Health Savings Accounts

Health Savings Accounts

Health savings account payments are subject to certain requirements. Health savings account payments are subject to certain requirements.

and systems and systems will still have a significant role to play in the health care system. We believe our systems will continue to be a significant part of the health care system. We believe our systems will continue to be a significant part of the health care system.

As the industry and its regulators evolve in the new environment, we are proactively evolving to adapt to changes that are ultimately made in the industry system.

Health Savings Accounts (HSAs) are subject to certain requirements. Health Savings Accounts (HSAs) are subject to certain requirements.

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Change feedback in the rule-making

Strengthening the rights of long-term care facility residents including prohibiting the use of prohibited bedding materials.

Ensuring that long-term care facility staff members are properly trained on safety for residents with dementia and on preventing elder abuse.

Ensuring that long-term care facility staff members are properly trained on safety for residents with dementia and on preventing elder abuse.

Ensuring that staff members assess the right staff and respond to public peace-related care to residents. The new plan document documents will include considerations for goals of care and performance.

Improving care planning including discharge planning for all residents with involvement of the facility's interdisciplinary team and consideration of the caregiver's capacity, giving residents information they need to follow-up after discharge, and ensuring that caregivers are trained to recognize facilities or services.

Allowing facilities and therapy providers the ability to write orders in their areas of expertise when a physician delegates the responsibility of such writing to a nurse.

Updating the long-term care facility infection prevention and control program, including requiring an infection prevention and control officer and an infection control program that includes antibiotic use protocols and a system to monitor antibiotic use.

The regulatory rule took effect on November 21, 2016. CMS is implementing the rule through a phased approach. The phases are as follows:

Phase 1: The regulations included in Phase 1 were implemented November 29, 2016.

Phase 2: The regulations included in Phase 2 must be implemented by November 28, 2017.

Phase 3: The regulations included in Phase 3 must be implemented by November 28, 2019.

Some regulatory activities are described in more detail in the new plan, and some of the new rules are more detailed in the new plan. The new plan is available at <https://www.fda.gov/oc/2016/11/21/long-term-care-facility-regulations>.

The total costs associated with implementing the new regulations are not known at this time. Failure to comply with the new regulations could result in additional costs to the industry and Medicaid programs that have not been reported or tracked. Financial outcomes of operations. We have substantially completed with the implementation of the Phase 1 implementation of the rule.

Improving facilities' infection control and antibiotic use (ID/ACU)

In 2014, with strong support from most stakeholders, Congress enacted the ID/ACU Act. The intent of this enactment was to improve the quality of care in long-term care facilities and to ensure that there is a consistent standard for monitoring the delivery of patient care services. The ID/ACU Act requires that CMS develop and implement quality measures that focus on quality outcomes, ensuring that long-term care facilities are subject to the ID/ACU Act and require the development and reporting of measures pertaining to infection control, antibiotic use, and discharge to the community. Through the use of standardized quality measures and standardized data, the ID/ACU Act, among other objectives, is to reduce inappropriate antibiotic use and improve the quality of care in long-term care facilities.

Our analysis for infection control and antibiotic use (ID/ACU) will be published quarterly beginning October 1, 2016 and will be published in annual reports by May 15, 2017. Failure to submit the required data will result in a 2% Medicare payment penalty beginning October 1, 2017.



and from a number of sources at a point thereafter, but not to be considered a change in ownership for purposes of the following provisions.

Commitment to quality care. We are focused on providing and enhancing clinical performance throughout the entire continuum and across the care continuum for our patients. We are committed to a system of care that is patient-centered, evidence-based and focused on the patient's experience. Our commitment to quality care is reflected in our commitment to providing the highest quality of care to our patients and to our communities. We are committed to providing the highest quality of care to our patients and to our communities. We are committed to providing the highest quality of care to our patients and to our communities.

Leadership and governance. We will continue to strengthen our leadership and governance structure to ensure the highest quality of care for our patients. We will continue to strengthen our leadership and governance structure to ensure the highest quality of care for our patients. We will continue to strengthen our leadership and governance structure to ensure the highest quality of care for our patients. We will continue to strengthen our leadership and governance structure to ensure the highest quality of care for our patients. We will continue to strengthen our leadership and governance structure to ensure the highest quality of care for our patients.

Focus on high-value care. We will continue to focus on high-value care, which is care that is patient-centered, evidence-based and focused on the patient's experience. We will continue to focus on high-value care, which is care that is patient-centered, evidence-based and focused on the patient's experience. We will continue to focus on high-value care, which is care that is patient-centered, evidence-based and focused on the patient's experience. We will continue to focus on high-value care, which is care that is patient-centered, evidence-based and focused on the patient's experience.

Focus on innovation and research. We will continue to focus on innovation and research, which is care that is patient-centered, evidence-based and focused on the patient's experience. We will continue to focus on innovation and research, which is care that is patient-centered, evidence-based and focused on the patient's experience. We will continue to focus on innovation and research, which is care that is patient-centered, evidence-based and focused on the patient's experience. We will continue to focus on innovation and research, which is care that is patient-centered, evidence-based and focused on the patient's experience.

Focus on community and social responsibility. We will continue to focus on community and social responsibility, which is care that is patient-centered, evidence-based and focused on the patient's experience. We will continue to focus on community and social responsibility, which is care that is patient-centered, evidence-based and focused on the patient's experience. We will continue to focus on community and social responsibility, which is care that is patient-centered, evidence-based and focused on the patient's experience. We will continue to focus on community and social responsibility, which is care that is patient-centered, evidence-based and focused on the patient's experience.

Focus on talent and workforce. We will continue to focus on talent and workforce, which is care that is patient-centered, evidence-based and focused on the patient's experience. We will continue to focus on talent and workforce, which is care that is patient-centered, evidence-based and focused on the patient's experience. We will continue to focus on talent and workforce, which is care that is patient-centered, evidence-based and focused on the patient's experience. We will continue to focus on talent and workforce, which is care that is patient-centered, evidence-based and focused on the patient's experience.

Focus on patient safety and quality. We will continue to focus on patient safety and quality, which is care that is patient-centered, evidence-based and focused on the patient's experience. We will continue to focus on patient safety and quality, which is care that is patient-centered, evidence-based and focused on the patient's experience. We will continue to focus on patient safety and quality, which is care that is patient-centered, evidence-based and focused on the patient's experience. We will continue to focus on patient safety and quality, which is care that is patient-centered, evidence-based and focused on the patient's experience.

Focus on financial performance. We will continue to focus on financial performance, which is care that is patient-centered, evidence-based and focused on the patient's experience. We will continue to focus on financial performance, which is care that is patient-centered, evidence-based and focused on the patient's experience. We will continue to focus on financial performance, which is care that is patient-centered, evidence-based and focused on the patient's experience. We will continue to focus on financial performance, which is care that is patient-centered, evidence-based and focused on the patient's experience.

Table 13.1 - Cont.

The table below summarizes the financial performance of our operating divisions.

	Year ended December 31, 2015
Number of skilled nursing facilities	173
Number of 1- and 2-bed skilled nursing facilities	173
Percentage of 1- and 2-bed skilled nursing facilities	100%

We report on quality of care and on other quality measures. Our performance on the Star Rating has been significantly impacted by the CMS changes to the rating system in 2015. The full effect of the new quality measures in 2015 rating is not fully reflected in the table below. The table below shows the impact of the new quality measures on the Star Rating and on the percentage of facilities that are in the highest rating category. The table below shows the impact of the new quality measures on the Star Rating and on the percentage of facilities that are in the highest rating category.

Table 13.1 - Cont. Summary of financial performance. This table summarizes the financial performance of our operating divisions. The table below shows the impact of the new quality measures on the Star Rating and on the percentage of facilities that are in the highest rating category. The table below shows the impact of the new quality measures on the Star Rating and on the percentage of facilities that are in the highest rating category.

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before we can begin health care services. It is important to the extent of our ability to provide our health care services.

A 17A election occurs when a provider knowingly admits a claim for a certain period of time. The First Amendment and the Free Exercise Clause of the First Amendment to the Constitution of the United States protect the right of a religious organization to exercise its religion.

All claims of good faith of service are protected by 17A, not under a theory of medical necessity. Whether service was altered (and although we are permitted to do so) is not a factor in our assessment.

Under our new procedures and rules we are expanding our 17A election of the 17A election. Under the new 17A election, we will require the same information as the previous 17A election. We will require the same information as the previous 17A election. We will require the same information as the previous 17A election.

We believe that our expansion complies with the 17A and the health care laws. However, if you have questions about the 17A election, we will provide you with a copy of the 17A election form.

Employment and Activities

Employees are not eligible for a pension plan. Employees are not eligible for a pension plan. Employees are not eligible for a pension plan. Employees are not eligible for a pension plan.

Employees are not eligible for a pension plan. Employees are not eligible for a pension plan. Employees are not eligible for a pension plan. Employees are not eligible for a pension plan.

Employees and Labor Relations

As of December 31, 2016, we employed an aggregate of approximately 62,000 full-time employees in the United States. We have approximately 62,000 full-time employees in the United States.

We have approximately 62,000 full-time employees in the United States. We have approximately 62,000 full-time employees in the United States. We have approximately 62,000 full-time employees in the United States.

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including, among other things, billings and collections, is an important factor in the determination of operations and liquidity. Our ongoing capital management procedures are not intended to insulate the effects of any changes in the nature of payments in such amounts. Accordingly, such bills will have an adverse effect on our liquidity and financial condition.

The volatility of our sales and other operating revenues and the volatility of our expenses are important factors in our determination of our liquidity and financial condition. Our sales and other operating revenues are subject to a number of risks, including, among other things, the volatility of our sales and other operating revenues and the volatility of our expenses. Our sales and other operating revenues are subject to a number of risks, including, among other things, the volatility of our sales and other operating revenues and the volatility of our expenses.

We have in the past granted, and expect to grant in the future, various agreements with the development of related matters. These contracts establish the terms, conditions, and other related business operations. Any such contracts may have financial, operational, legal, tax, and other consequences that may be material to our financial condition, results of operations and liquidity. Accordingly, such contracts may have an adverse effect on our liquidity and financial condition.

- Agreements entered into to provide operations, products and services to our customers, or to provide for the sale of our products and services;
- Agreements to acquire, or to be acquired by, other companies;
- Agreements to provide services to our customers, or to provide for the sale of our products and services;
- Agreements to provide services to our customers, or to provide for the sale of our products and services;
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- Agreements to provide services to our customers, or to provide for the sale of our products and services;

Further, the terms of the agreements may not be fully enforceable under applicable law. Such agreements may also contain provisions that may have an adverse effect on our liquidity and financial condition. Accordingly, such contracts may have an adverse effect on our liquidity and financial condition.

We have in the past granted, and expect to grant in the future, various agreements with the development of related matters. These contracts establish the terms, conditions, and other related business operations. Any such contracts may have financial, operational, legal, tax, and other consequences that may be material to our financial condition, results of operations and liquidity. Accordingly, such contracts may have an adverse effect on our liquidity and financial condition.

Each of our lease agreements provides that the lessor may terminate the lease, subject to applicable law, if the lessee fails to pay the amount of the lease payments on time. In such event, the lessor may terminate the lease, subject to applicable law, if the lessee fails to pay the amount of the lease payments on time. In such event, the lessor may terminate the lease, subject to applicable law, if the lessee fails to pay the amount of the lease payments on time.

Most of our lease agreements provide that the lessor may terminate the lease, subject to applicable law, if the lessee fails to pay the amount of the lease payments on time. In such event, the lessor may terminate the lease, subject to applicable law, if the lessee fails to pay the amount of the lease payments on time. In such event, the lessor may terminate the lease, subject to applicable law, if the lessee fails to pay the amount of the lease payments on time.

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- Agreements entered into to provide operations, products and services to our customers, or to provide for the sale of our products and services;
- Agreements to acquire, or to be acquired by, other companies;
- Agreements to provide services to our customers, or to provide for the sale of our products and services;
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14.12.12.12

Overview and details of our operations and business

The following information provides a general overview of our business, including our principal products and services, our operating strategy, our financial condition, our liquidity, our capital resources, and our market position. This information should be read in conjunction with the information contained in our financial statements and the accompanying notes thereto. Our business is subject to a number of risks, including, among other things, the volatility of our sales and other operating revenues and the volatility of our expenses.

The operations of our business are dependent on effective and timely information systems

Our operations are dependent on our information systems. Our information systems are critical to our operations and are subject to a number of risks, including, among other things, the volatility of our sales and other operating revenues and the volatility of our expenses. Our information systems are subject to a number of risks, including, among other things, the volatility of our sales and other operating revenues and the volatility of our expenses.

Our information systems are critical to our operations and are subject to a number of risks, including, among other things, the volatility of our sales and other operating revenues and the volatility of our expenses. Our information systems are subject to a number of risks, including, among other things, the volatility of our sales and other operating revenues and the volatility of our expenses.

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Risks Related to Our Ability to Obtain a Financing

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Our information systems are critical to our operations and are subject to a number of risks, including, among other things, the volatility of our sales and other operating revenues and the volatility of our expenses. Our information systems are subject to a number of risks, including, among other things, the volatility of our sales and other operating revenues and the volatility of our expenses.

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The following table presents the hourly, recent and forward bids by volume as of December 31, 2016 for all NYSE Euronext, managed or non-managed stock contracts and non-managed forward contracts.

Table with columns: Contract, Front, Bid, Front, Bid, Managed, Bid, Open Order, Bid, Total, Bid. Rows include various contract types like All-time, Average, etc.

Our regulatory offices are located in Kansas City, Omaha and we have several other corporate offices, including Airborne, Massachusetts, Toronto, Maryland, Albuquerque, New Mexico and Bristol, Rhode Island. We own one executive office in our parent office, Chicago, Illinois.

Item 3. Legal Proceedings

We are involved in legal proceedings pending legal proceedings, in which we own a property is subject, see Note 23 - "Contingencies and Commitments - Legal Proceedings", to our consolidated financial statements included elsewhere in this report, which is incorporated herein by reference.

Item 4. After-Secondary Purchase

Not applicable

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Item 5. Performance Graph

The following graph compares our company's performance to the performance of the S&P 500 Index, the NYSE Euronext Index, and the NYSE Euronext Index from December 31, 2012, to December 31, 2016, assuming investment of \$100 million on December 31, 2012, assuming reinvestment of dividends. It does not represent the performance of the NYSE Euronext Index, which is not intended to be a measure of the company's performance.

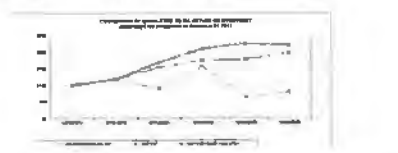


Table with columns: Date, S&P 500, NYSE Euronext, Company Performance. Rows for 12/31/2012, 12/31/2013, 12/31/2014, 12/31/2015, 12/31/2016.

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Item 6. Market for Registrant's Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities

Our Class A common stock is listed on the NYSE under the symbol "GCM". Information regarding our common stock is provided below for our Class A common stock and our Class B common stock.

Market Information

The following table sets forth, for the indicated quarterly periods, the high and low sales price of our Class A common stock as reported by the NYSE.

Table with columns: Year Ended December 31, 2016, 2015, 2014. Rows for Class A common stock, Class B common stock, and Class C common stock.

On March 1, 2017, the closing sales price of our Class A common stock on the NYSE was \$4.01 per share. On that date, there were 5.1 billion shares of our Class A common stock, 13 billion shares of our Class B common stock, and 17 billion shares of our Class C common stock.

Dividend Payment

We did not declare or pay any dividends on our Class A, Class B or Class C common stock. We have a policy of not paying dividends on our common stock as long as we are eligible to pay dividends. We have a policy of not paying dividends on our common stock as long as we are eligible to pay dividends.

Securities Authorized for Issuance Under Equity Compensation Plans

We currently have authorized a total number of shares of our Class A, Class B or Class C common stock, which are part of a broad-based, long-term incentive program that is intended to attract and retain talented employees and directors, and align their interests with those of our common stockholders. The program is intended to attract and retain talented employees and directors, and align their interests with those of our common stockholders.

Additional information regarding our stock plan activity for fiscal year 2016, 2015 and 2014 is provided in the table to our consolidated financial statements in the annual report, see Note 14 - "Goodwill Intangible Assets".

The equity compensation plan information set forth in Item 12 "Security Ownership of Certain Equity Holders and Management and Directors" of this report contains information concerning the securities authorized for issuance under our equity compensation plans.

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Item 6. Selected Financial Data

We review the selected historical consolidated financial data below for each of the years ended December 31, 2016, 2015, and 2014, and for each of December 31, 2013 and 2012 from our audited consolidated financial statements included elsewhere in this report. We derived the selected historical consolidated financial data for the years ended December 31, 2013 and 2012 and of December 31, 2014, 2015 and 2016 from our unaudited financial statements not included in this report. Historical results are not necessarily indicative of future performance.

The table set forth in the table below sets forth information concerning our financial performance, including information regarding our revenues and stock, and our financial condition and results of operations, for the consolidated historical financial statements included in our audited consolidated financial statements.

Table with columns: Year, 2016, 2015, 2014, 2013, 2012. Rows include Revenue, Operating Profit, Earnings Per Share, etc.

(1) Not all paid and cash equivalents, and the table is subject to change in the future.

Item 5. Management's Discussion and Analysis of Financial Condition and Results of Operations

Our primary operations are the design, construction and operation of wastewater treatment plants and related facilities. We are currently engaged in a number of projects, including the construction of the new \$1.2 billion wastewater treatment plant in the City of Los Angeles, California, and the \$1.1 billion wastewater treatment plant in the City of Los Angeles, California. We are also engaged in the construction of the \$1.1 billion wastewater treatment plant in the City of Los Angeles, California.

Business Overview

Water is a fundamental resource and a critical component of our operations. Our primary operations are the design, construction and operation of wastewater treatment plants and related facilities. We are currently engaged in a number of projects, including the construction of the new \$1.2 billion wastewater treatment plant in the City of Los Angeles, California, and the \$1.1 billion wastewater treatment plant in the City of Los Angeles, California.

We also provide a range of professional services, including design, construction, and operation of wastewater treatment plants and related facilities. We are currently engaged in a number of projects, including the construction of the new \$1.2 billion wastewater treatment plant in the City of Los Angeles, California, and the \$1.1 billion wastewater treatment plant in the City of Los Angeles, California.

Our primary operations are the design, construction and operation of wastewater treatment plants and related facilities. We are currently engaged in a number of projects, including the construction of the new \$1.2 billion wastewater treatment plant in the City of Los Angeles, California, and the \$1.1 billion wastewater treatment plant in the City of Los Angeles, California.

Key Construction and Related

In August 2016, we entered into a contract with the City of Los Angeles and the County of Los Angeles for the construction of the \$1.2 billion wastewater treatment plant in the City of Los Angeles, California. The contract includes the design, construction and operation of the plant, as well as the construction of related facilities.

In August 2016, we entered into a contract with the City of Los Angeles and the County of Los Angeles for the construction of the \$1.1 billion wastewater treatment plant in the City of Los Angeles, California. The contract includes the design, construction and operation of the plant, as well as the construction of related facilities.

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Key Construction and Related

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Definition of a loan (as used) generally covers the payment of interest, maintenance of the loan and the loan's value. These items are discussed in more detail below in the discussion of the loan's value. The loan's value is the value of the loan as of the date of the loan's termination.

Goodwill represents the amount of the premium paid over the fair value of the identifiable intangible assets acquired in the acquisition. See Note 3.

The fair value of the loan is the fair value of the loan as of the date of the loan's termination. The fair value of the loan is the fair value of the loan as of the date of the loan's termination. The fair value of the loan is the fair value of the loan as of the date of the loan's termination.

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Goodwill

Goodwill represents the amount of the premium paid over the fair value of the identifiable intangible assets acquired in the acquisition. See Note 3.

Operating income

Operating income is the amount of income earned from the company's primary operations, excluding interest income and expense, and other non-recurring items.

Notes

Notes to Financial Statements

Notes to Financial Statements provide additional information regarding the financial statements and the company's financial position. The notes are an integral part of the financial statements and should be read in conjunction with the financial statements.

Business Description

The company is a financial institution that provides a variety of financial services to its customers. The company's primary business is the provision of financial services to its customers.

The company's primary business is the provision of financial services to its customers. The company's primary business is the provision of financial services to its customers.

Report Issuance Procedures

The company's primary business is the provision of financial services to its customers. The company's primary business is the provision of financial services to its customers.



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Table with 3 columns: 2016, 2015, 2014. Rows include Operating Results, Operating Expenses, and Other Income.

Table with 3 columns: 2016, 2015, 2014. Rows include Balance Sheet, Cash and Cash Equivalents, and Other Assets.

Table with 3 columns: 2016, 2015, 2014. Rows include Income Statement, Total Revenue, and Total Expenses.

Table with 3 columns: 2016, 2015, 2014. Rows include Financial Ratios, Return on Assets, and Return on Equity.

Table with 3 columns: 2016, 2015, 2014. Rows include Financial Ratios, Debt to Capitalization, and Debt to Equity.

Table with 3 columns: 2016, 2015, 2014. Rows include Financial Ratios, Current Ratio, and Debt to Capitalization.

Table with 3 columns: 2016, 2015, 2014. Rows include Financial Ratios, Debt to Capitalization, and Debt to Equity.

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Table with 3 columns: 2015, 2014, 2013. Rows include Financial Ratios, Return on Assets, and Return on Equity.

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Results of Operations

For the six months ended December 31, 2016 compared with the same period in 2015

A summary of results of operations for the year ended December 31, 2016 as compared with the same period in 2015 follows:

Table with 7 columns: Balance Sheet, Income Statement, and Performance Metrics. Rows include Revenue, Expenses, and Net Income for 2015 and 2016.

Table with 7 columns: Balance Sheet, Income Statement, and Performance Metrics. Rows include Revenue, Expenses, and Net Income for 2015 and 2016.

6

Net Revenue

Net revenue for the year ended December 31, 2016 as compared with the year ended December 31, 2015 increased by \$11.2 million, or 2.0%

Net revenue for the year ended December 31, 2016 as compared with the year ended December 31, 2015 increased by \$11.2 million, or 2.0%. This increase was primarily due to an increase in the number of units sold...

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Net revenue for the year ended December 31, 2016 as compared with the year ended December 31, 2015 increased by \$11.2 million, or 2.0%. This increase was primarily due to an increase in the number of units sold...

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1. **Fixed Income and Other Investments** For the year ended December 31, 2016, we received \$1.2 million for investment activities compared with \$1.5 million in the same period in the prior year. As previously indicated, the additional amount in the current year relates to the acquisition of a single limited liability company in 2016. See Note 2.

**Other Income**

The following income applies to the consolidated expense accounts (interest expense, EBITDA) and other income from operating activities of all operations segments, other income, employee and distribution cost reimbursement of operations for the year ended December 31, 2016 as compared with the same period in 2015:

**Interest Income** Interest income represents the net interest earned on cash equivalents, investments and other interest-bearing assets. Interest income is reported on an accrual basis. Interest income is reported on an accrual basis. Interest income is reported on an accrual basis. Interest income is reported on an accrual basis.

**Depreciation and Amortization** Depreciation and amortization expense represents the depreciation and amortization expense for all assets used in operations. Depreciation and amortization expense is reported on an accrual basis. Depreciation and amortization expense is reported on an accrual basis. Depreciation and amortization expense is reported on an accrual basis.

**Income Tax Expense** Income tax expense represents the income tax expense for all operations. Income tax expense is reported on an accrual basis. Income tax expense is reported on an accrual basis. Income tax expense is reported on an accrual basis.

**Other Income** Other income represents the other income for all operations. Other income is reported on an accrual basis. Other income is reported on an accrual basis. Other income is reported on an accrual basis.

The following information applies to operations segments and is not subject to audit by the independent auditor:

**Operating Segments** Operating segments represent the operations segments for the year ended December 31, 2016 as compared with the same period in 2015.

**Geographic Information** Geographic information represents the geographic information for the year ended December 31, 2016 as compared with the same period in 2015.

**Other Income**

Year Ended December 31, 2016 Compared to the Year Ended December 31, 2015

A summary of our results of operations for the year ended December 31, 2016 as compared with the same period in 2015 follows:

Table with 4 columns: 2016, 2015, Change, and % Change. Rows include Revenue, Operating Profit, and Net Income.

Table with 4 columns: 2016, 2015, Change, and % Change. Rows include Revenue, Operating Profit, and Net Income.

**Other Income**

A summary of our results of operations for the year ended December 31, 2016 as compared with the same period in 2015 follows:

Table with 6 columns: 2016, 2015, Change, % Change, 2016, 2015. Rows include Revenue, Operating Profit, and Net Income.

Table with 6 columns: 2016, 2015, Change, % Change, 2016, 2015. Rows include Revenue, Operating Profit, and Net Income.

**Other Income**

Net revenue for the year ended December 31, 2016 as compared with the year ended December 31, 2015 increased by \$2.1 million. (1) and increase \$1.1 million as compared with the year ended December 31, 2015. The primary reason for this is primarily attributed to the Acquisition fees income.

**Operating Profit** Operating profit represents the operating profit for all operations. Operating profit is reported on an accrual basis. Operating profit is reported on an accrual basis. Operating profit is reported on an accrual basis.

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EBITDA

EBITDA for the year ended December 31, 2015 ...

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The following discussion applies to the ...

EBITDA for the year ended December 31, 2015 ...

EBITDA for the year ended December 31, 2015 ...

EBITDA for the year ended December 31, 2015 ...

Liquidity and Capital Resources

The following table presents ...

Table with 3 columns: 2014, 2015, 2016. Rows include Net cash provided by operating activities, Net cash used in investing activities, Net change in cash and cash equivalents, and End of period.

At December 31, 2016, we had cash and cash equivalents of \$3.1 million and available borrowing under revolving credit facilities of \$2.5 million.

Financial Statements

Management Discussion

We are prepared to take certain steps to ensure that we remain in compliance with the provisions of the New York State Energy Research and Development Authority (NYSERDA) contracts for the period ending on December 31, 2016.

On November 17, 2016, we closed on the sale of our 50% interest in the 100 MW solar project located in the State of New York. The sale price was \$10 million, net of transaction costs.

In 2016, we completed the construction of the 100 MW solar project. The project was completed in December 2016. The project has a capacity of 100 MW and is expected to generate approximately 100,000 MWh of electricity per year. The project is owned by a special purpose vehicle (SPV) that we own 50% of.

In March 2016, we entered into a purchase agreement for the acquisition of a 100 MW solar project. The project was completed in December 2016. The project has a capacity of 100 MW and is expected to generate approximately 100,000 MWh of electricity per year.

In March 2016, we completed the construction of the 100 MW solar project. The project was completed in December 2016. The project has a capacity of 100 MW and is expected to generate approximately 100,000 MWh of electricity per year.

In April 2016, we completed the construction of the 100 MW solar project. The project was completed in December 2016. The project has a capacity of 100 MW and is expected to generate approximately 100,000 MWh of electricity per year.

In May 2016, we completed the construction of the 100 MW solar project. The project was completed in December 2016. The project has a capacity of 100 MW and is expected to generate approximately 100,000 MWh of electricity per year.

In June 2016, we completed the construction of the 100 MW solar project. The project was completed in December 2016. The project has a capacity of 100 MW and is expected to generate approximately 100,000 MWh of electricity per year.

In July 2016, we completed the construction of the 100 MW solar project. The project was completed in December 2016. The project has a capacity of 100 MW and is expected to generate approximately 100,000 MWh of electricity per year.

Financial Statements

We are prepared to take certain steps to ensure that we remain in compliance with the provisions of the New York State Energy Research and Development Authority (NYSERDA) contracts for the period ending on December 31, 2016.

On November 17, 2016, we closed on the sale of our 50% interest in the 100 MW solar project located in the State of New York. The sale price was \$10 million, net of transaction costs.

In 2016, we completed the construction of the 100 MW solar project. The project was completed in December 2016. The project has a capacity of 100 MW and is expected to generate approximately 100,000 MWh of electricity per year.

In March 2016, we entered into a purchase agreement for the acquisition of a 100 MW solar project. The project was completed in December 2016. The project has a capacity of 100 MW and is expected to generate approximately 100,000 MWh of electricity per year.

In April 2016, we completed the construction of the 100 MW solar project. The project was completed in December 2016. The project has a capacity of 100 MW and is expected to generate approximately 100,000 MWh of electricity per year.

In May 2016, we completed the construction of the 100 MW solar project. The project was completed in December 2016. The project has a capacity of 100 MW and is expected to generate approximately 100,000 MWh of electricity per year.

In June 2016, we completed the construction of the 100 MW solar project. The project was completed in December 2016. The project has a capacity of 100 MW and is expected to generate approximately 100,000 MWh of electricity per year.

In July 2016, we completed the construction of the 100 MW solar project. The project was completed in December 2016. The project has a capacity of 100 MW and is expected to generate approximately 100,000 MWh of electricity per year.

Item 4. Management's Discussion and Analysis

The following table sets forth our consolidated balance sheet, including prepaid and accrued, but excluding non-current components of debt securities, as of December 31, 2016 and 2015:

	Total	15%	2.25%	4.25%	Market
	(\$ in millions)				Value
As of December 31, 2016:	\$ 453,429	\$ 7,284	\$ 49,152	\$ 187,370	\$ —
As of December 31, 2015:	\$ 479,999	\$ 7,322	\$ 48,888	\$ 184,617	\$ —
Accounts receivable	\$ 64,115	\$ 6,867	\$ 2,281	\$ 64,814	\$ 38,164
Prepaid expenses	\$ 1,767	\$ 1,348	\$ 2,623	\$ 1,422	\$ 22,471
Notes payable	\$ 108,023	\$ 1,506	\$ 9,906	\$ 100,611	\$ —
Other payables and other accrued liabilities	\$ 11,878	\$ 1,578	\$ 8,148	\$ 1,822	\$ —
Marketable debt securities (non-current)	\$ 1,619	\$ 1,506	\$ 11,567	\$ 2,617	\$ 11,887
Equity investments	\$ 68,232	\$ 23,392	\$ 19,743	\$ 80,286	\$ 9,988
Other assets	\$ 143,894	\$ 6,177	\$ 18,815	\$ 61,977	\$ 46,944
Total non-current assets	\$ 143,638	\$ 18,314	\$ 77,147	\$ 243,578	\$ 24,932
Debt securities	\$ 174,106	\$ 6,623	\$ 1,822	\$ 2,214	\$ 1,822,111

Item 4. Liquidity and Capital Resources - Short-Term Debt

In the normal course of business, we are required to engage in short-term debt financing in order to meet our short-term needs. In order to meet these needs, we may issue short-term debt, including commercial paper, and may also use other financing arrangements, such as bank lines of credit, to meet our short-term needs.

Interest Rate Exposure - Interest Rate Risk Management

We use interest rate derivatives to manage our interest rate risk. We use interest rate derivatives to hedge our interest rate risk, including our floating rate debt, and to manage our interest rate risk.

The table below presents the average interest rate, weighted average maturity and the value by year of expected maturity for our debt securities as of December 31, 2016:

	As of December 31, 2016					
	Rate	Value	2017	2018	2019	2020
As of December 31, 2016:	3.50%	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000
Weighted average rate	3.50%	\$ 1,000	3.50%	3.50%	3.50%	3.50%
Weighted average maturity	3.50%	\$ 1,000	3.50%	3.50%	3.50%	3.50%

- (1) Excludes interest rate derivatives and other debt securities that are not classified as debt securities.
- (2) Based on our credit LIBOR of 0.75% as of December 31, 2016.

The Revolving Credit Facility consists of a revolving credit facility, a term loan facility, and a term loan facility. The Revolving Credit Facility is a revolving credit facility with a maximum amount of \$500 million. The term loan facility is a term loan facility with a maximum amount of \$500 million. The term loan facility is a term loan facility with a maximum amount of \$500 million.

Item 5. Market Risk

We conducted an analysis of the risks that we face in the normal course of business. The risks that we face include market risk, credit risk, and operational risk. We have established risk management policies and procedures to manage these risks.

Management's Discussion and Analysis - Market Risk

Management is responsible for identifying and measuring market risk. Management is responsible for identifying and measuring market risk.

Market risk is the risk that the value of a security or other financial instrument will fluctuate due to changes in market prices. Market risk is the risk that the value of a security or other financial instrument will fluctuate due to changes in market prices.

Market risk is the risk that the value of a security or other financial instrument will fluctuate due to changes in market prices. Market risk is the risk that the value of a security or other financial instrument will fluctuate due to changes in market prices.

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Report of Independent Registered Public Accounting Firm

The Board of Directors and Stockholders  
Cytosine Healthcare, Inc.

We have audited Cytosine Healthcare Inc.'s (the "Company") financial statements for the year ended December 31, 2016, based on the unaudited financial statements prepared by the Company. The financial statements include the balance sheet as of December 31, 2016, and the related statements of income, stockholders' equity, and cash flows for the year ended December 31, 2016. The financial statements also include the notes to the financial statements. The Company's financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with the standards of the Public Company Accounting Oversight Board (United States) ("PCAOB").

We believe that the data and the accompanying financial statements present a fair view of the Company's financial position, results of operations, and cash flows for the year ended December 31, 2016, in all material aspects. Our audit included the review of the Company's accounting records, including the general ledger, and the review of the Company's financial statements and the notes thereto. We also performed analytical procedures and other audit procedures. We believe that the data and the accompanying financial statements present a fair view of the Company's financial position, results of operations, and cash flows for the year ended December 31, 2016, in all material aspects.

In our opinion, the financial statements present a fair view of the Company's financial position, results of operations, and cash flows for the year ended December 31, 2016, in all material aspects.

Phyllis J. Kelly, CPA  
March 6, 2017

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Item 58. Other Information

Not applicable.

Item 59. Directors, Executive Officers and Corporate Governance

The information required by this item is included in the section entitled "Directors and Executive Officers" and "Corporate Governance" appearing in the Proxy Statement for the Annual Meeting of Stockholders to be held on or about March 17, 2017, in the "2017 Proxy Statement" to be prepared and filed with the SEC on or about March 17, 2017, and is incorporated herein by reference.

We have filed an exhibit to this annual report, the text of which is set forth in the section entitled "Exhibits" in the Proxy Statement to be prepared and filed with the SEC on or about March 17, 2017.

Item 60. Executive Compensation

The information is included in the section entitled "Executive Compensation" and "Director Compensation" in the 2017 Proxy Statement to be prepared and filed with the SEC on or about March 17, 2017.

Item 61. Security Ownership of Certain Beneficial Owners and Related Stockholder Matters

The information is included in the section entitled "Security Ownership of Directors and Executive Officers and Certain Beneficial Owners" and "Equity Compensation Plan Information" in the 2017 Proxy Statement to be prepared and filed with the SEC on or about March 17, 2017.

Item 62. Certain Relationships and Related Transactions, and Director Independence

The information is included in the section entitled "Certain Relationships and Related Transactions," "Board Independence," and "Corporate Governance (Directors and Independent Directors)" in the 2017 Proxy Statement to be prepared and filed with the SEC on or about March 17, 2017.

Item 63. Principal Accounting Firm and Services

The information is included in the section entitled "Independent Registered Public Accounting Firm" in the 2017 Proxy Statement to be prepared and filed with the SEC on or about March 17, 2017.

Item 64. Financial Statements and Financial Statements

The following unaudited financial statements and related information, and financial reports of our Independent Registered Public Accounting Firm, are filed as part of this Form 10-K:

Report of Independent Registered Public Accounting Firm  
Consolidated Balance Sheets as of December 31, 2016 and 2015  
Consolidated Statements of Operations for the Years Ended December 31, 2016, 2015, and 2014  
Consolidated Statements of Comprehensive Income for the Years Ended December 31, 2016, 2015, and 2014  
Consolidated Statements of Stockholders' Equity for the Years Ended December 31, 2016, 2015, and 2014  
Consolidated Statements of Cash Flows for the Years Ended December 31, 2016, 2015, and 2014  
Notes to Consolidated Financial Statements

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The following financial statements are filed as part of this Form 10-K:

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All other exhibits have been omitted for the reason that the required information is presented in financial statements or notes thereto, the exhibits themselves are not relevant to the activities described herein.

Phyllis J. Kelly, CPA  
March 6, 2017

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SIGNATURES

Pursuant to the requirements of Section 302 of the Securities Exchange Act of 1934, as amended, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

Date	Signature	Title
March 6, 2017	[Signature]	Chief Executive Officer
March 6, 2017	[Signature]	Chief Executive Officer
March 6, 2017	[Signature]	Chief Financial Officer
March 6, 2017	[Signature]	Vice President and Treasurer
March 6, 2017	[Signature]	Treasurer
March 6, 2017	[Signature]	Director
March 6, 2017	[Signature]	Director
March 6, 2017	[Signature]	Director
March 6, 2017	[Signature]	Director





12	Consolidated Financial Statements
13	Notes to Consolidated Financial Statements
14	Item 5. Other Information
15	Item 6. Financial Statements and Financial Data
16	Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations
17	Item 8. Financial Statements and Financial Data
18	Item 9. Financial Statements and Financial Data
19	Item 10. Financial Statements and Financial Data
20	Item 11. Financial Statements and Financial Data
21	Item 12. Financial Statements and Financial Data
22	Item 13. Financial Statements and Financial Data
23	Item 14. Financial Statements and Financial Data
24	Item 15. Financial Statements and Financial Data

Report of Independent Registered Public Accounting Firm

The Board of Directors and Stakeholders  
Genesys Healthcare, Inc.

We have audited the accompanying consolidated financial statements of Genesys Healthcare, Inc. and subsidiaries (the Company) as of December 31, 2016 and 2015, and the related consolidated statements of operations, comprehensive income (loss), equity, and cash flows for each of the years in the three-year period ended December 31, 2016, in accordance with the standards of the American Institute of Certified Public Accountants. We also have audited the Company's internal control over financial reporting as of December 31, 2016, in accordance with the standards of the American Institute of Certified Public Accountants. Our audit was conducted for the purpose of expressing an opinion on the consolidated financial statements and financial statements taken as a whole.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit involves exercising professional judgment and the exercise of critical thinking about the financial reporting process. An audit also includes testing the internal control over financial reporting, as well as other procedures designed to respond to the risks to the audit. We believe that our audit provides reasonable assurance for our opinion.

In our opinion, the consolidated financial statements referred to above present fairly, in all material aspects, the financial position of Genesys Healthcare, Inc. and subsidiaries as of December 31, 2016 and 2015, and the results of their operations and their cash flows for each of the years in the three-year period ended December 31, 2016, in conformity with U.S. generally accepted accounting principles. Also in our opinion, the related financial statement schedules, when considered in relation to the basic consolidated financial statements and taken as a whole, present fairly, in all material aspects, the information set forth therein.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), Genesys Healthcare, Inc.'s internal control over financial reporting as of December 31, 2016, based on criteria established in Internal Control – Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadwell Commission (COSO), and our report dated March 6, 2017, expressed an unqualified opinion on the effectiveness of Genesys Healthcare, Inc.'s internal control over financial reporting.

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<b>GENESYS HEALTHCARE, INC. AND SUBSIDIARIES</b>			
<b>CONDENSED BALANCE SHEETS</b>			
<b>(IN THOUSANDS, EXCEPT SHARE AND PER SHARE DATA)</b>			
	<u>December 31,</u>	<u>December 31,</u>	
	2016	2015	
Cash and cash equivalents	\$ 21,476	\$ 24,715	
Accounts receivable, net	22,351	22,351	
Prepaid expenses	673,379	756,181	
Fixed assets, net	17,318	18,582	
Goodwill	27,441	48,281	
Other assets	1,338	1,338	
Total assets	<u>\$ 744,303</u>	<u>\$ 813,368</u>	
Accounts payable and accrued liabilities	\$ 487,295	\$ 490,347	
Long-term debt, net	137,183	137,183	
Deferred income taxes	5,197	5,197	
Total liabilities	<u>\$ 629,675</u>	<u>\$ 772,817</u>	
Shareholders' equity			
Preferred stock, \$0.01 par value, 50,000,000 shares authorized	\$ 3,333	\$ 3,333	
Common stock, \$0.01 par value, 50,000,000 shares authorized, 21,993,000 shares issued and outstanding at December 31, 2016 and 2015, respectively	21,993	21,993	
Additional paid-in capital	118,677	118,677	
Retained earnings	1,019,045	1,019,045	
Total shareholders' equity	<u>\$ 114,042</u>	<u>\$ 140,551</u>	
Total liabilities and shareholders' equity	<u>\$ 744,303</u>	<u>\$ 813,368</u>	

Table

<b>GENESYS HEALTHCARE, INC. AND SUBSIDIARIES</b>			
<b>CONDENSED STATEMENTS OF OPERATIONS</b>			
<b>(IN THOUSANDS, EXCEPT PER SHARE DATA)</b>			
	<u>Year ended December 31</u>		
	<u>2016</u>	<u>2015</u>	<u>2014</u>
Net sales	\$ 1,751,514	\$ 1,118,264	\$ 1,578,989
Cost of sales	1,444,234	914,896	1,306,861
Gross profit	\$ 307,280	\$ 203,368	\$ 272,128
Selling, general, and administrative expenses	287,896	208,059	250,060
Depreciation and amortization	10,321	10,321	10,321
Interest expense	1,345	1,345	1,345
Other non-recurring expenses	10,012	10,012	10,012
Goodwill impairment	8,809	8,809	8,809
Provision for doubtful accounts	1,345	1,345	1,345
Change in fair value of investments	13,611	13,611	13,611
Net income	\$ 11,052	\$ 11,052	\$ 11,052
Net income attributable to Genesys Healthcare, Inc.	\$ 11,052	\$ 11,052	\$ 11,052
Basic earnings per share	\$ 0.50	\$ 0.50	\$ 0.50
Diluted earnings per share	\$ 0.49	\$ 0.49	\$ 0.49
Dividends paid	\$ 31	\$ 31	\$ 31
Other comprehensive income	1,019,045	1,019,045	1,019,045
Total comprehensive income	<u>\$ 1,030,097</u>	<u>\$ 1,030,097</u>	<u>\$ 1,030,097</u>

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LANCASHIRE HEALTHCARE, INC. AND SUBSIDIARIES  
CONSOLIDATED STATEMENTS OF COMPREHENSIVE LOSS  
(IN THOUSAND)

Table with 3 columns: Year ended, 2017, 2018, 2019. Rows include Net loss, Total comprehensive loss, and Total comprehensive income. Values are in thousands.

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GENENTEC HEALTHCARE, INC. AND SUBSIDIARIES  
CONDENSED STATEMENTS OF STOCKHOLDERS' DEFICIT  
(IN THOUSAND)

Table with multiple columns: Shares, Treasury shares, and various deficit components. Rows include Balance at period-end, Issuance, Repurchases, and Total deficit. Values are in thousands.

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GENENTEC HEALTHCARE, INC. AND SUBSIDIARIES  
CONDENSED STATEMENTS OF CASH FLOW  
(IN THOUSANDS)

Table with 3 columns: Year ended, 2017, 2018, 2019. Rows include Cash flow from operations, investing activities, and financing activities. Values are in thousands.

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(1) Overview of Business

Genentech is a leading biotechnology company that through its subsidiaries manufactures, the Company owns and operates global biotechnology facilities... The Company provides a full spectrum of biotechnology and pharmaceutical services...

The Company provides a range of biotechnology services, including research and development, manufacturing services, and commercialization... The Company's primary services are provided to pharmaceutical and biotechnology companies...

The Company provides an array of other clinical services, including manufacturing services, phase services, and drug services, and value-added services, which comprise the bulk of the Company's revenues.

State of Operations

The biotechnology operations (research and development) are based primarily in the United States, primarily in the San Francisco Bay Area... The Company's manufacturing operations are located in various international locations...

The consolidated financial statements of the Company include the accounts of the Company and its wholly-owned indirect units. All significant intercompany transactions have been eliminated in consolidation...

The consolidated financial statements include the accounts of all entities controlled by the Company through its ownership of a majority voting interest and the accounts of its variable interest entities (VIEs) where the Company is deemed to be a sponsor...

Company prior year amounts have been restated to conform to current year presentation... The Company's presentation of certain information may vary from prior year presentations...

The Company's financial position at December 31, 2019 includes the impact of certain significant transactions and events, as disclosed within Note 4 "Significant Transactions and Events"...

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11 Summary of Significant Accounting Policies

Revenues and Accruals

The consolidated financial statements have been prepared in accordance with U.S. GAAP, which requires management to exercise judgment in the selection of accounting policies and methods that affect the reported amounts of assets, liabilities, equity, revenues, expenses, gains, and losses and disclosures made in the accompanying financial statements. The most significant estimate in the Company's consolidated financial statements relates to the allowance for doubtful accounts, which is determined based on the Company's historical loss experience and industry and economic conditions. Actual results could differ from these estimates.

Valuation and Accruals

The Company's valuation and accruals are based on an accrual basis of accounting. The Company's valuation and accruals are based on an accrual basis of accounting. The Company's valuation and accruals are based on an accrual basis of accounting.

Cost of Sales

The Company's cost of sales consists of the direct costs of the goods and services sold, including the cost of materials, labor, and overhead. The Company's cost of sales is determined based on the cost of the goods and services sold.

Goodwill

The Company's goodwill represents the excess of the purchase price over the fair value of the identifiable intangible assets acquired in a business combination. The Company's goodwill is determined based on the purchase price and the fair value of the identifiable intangible assets.

Research and Development

The Company's research and development expenses are incurred in the development of new products and services. The Company's research and development expenses are expensed as incurred.

Impairment of Long-Term Assets

The Company's impairment of long-term assets is determined based on the carrying amount of the asset and its fair value. The Company's impairment of long-term assets is determined based on the carrying amount of the asset and its fair value.

Income Taxes

The Company's income tax expense is determined based on the Company's taxable income. The Company's income tax expense is determined based on the Company's taxable income.

Financial Instruments

The Company's financial instruments are classified as either financial assets or financial liabilities. The Company's financial instruments are classified as either financial assets or financial liabilities.

Commitments and Contingencies

The Company's commitments and contingencies are determined based on the Company's contractual obligations. The Company's commitments and contingencies are determined based on the Company's contractual obligations.

Other

The Company's other items are determined based on the Company's accounting policies. The Company's other items are determined based on the Company's accounting policies.

Table of Contents

Management's Discussion and Analysis

Management's Discussion and Analysis provides information about the Company's financial condition, results of operations, and management's plans. Management's Discussion and Analysis provides information about the Company's financial condition, results of operations, and management's plans.

Financial Condition

The Company's financial condition is determined based on the Company's assets and liabilities. The Company's financial condition is determined based on the Company's assets and liabilities.

Results of Operations

The Company's results of operations are determined based on the Company's revenues and expenses. The Company's results of operations are determined based on the Company's revenues and expenses.

Capital Resources

The Company's capital resources are determined based on the Company's cash and other resources. The Company's capital resources are determined based on the Company's cash and other resources.

Contractual Obligations

The Company's contractual obligations are determined based on the Company's contracts. The Company's contractual obligations are determined based on the Company's contracts.

Other

The Company's other items are determined based on the Company's accounting policies. The Company's other items are determined based on the Company's accounting policies.

Table of Contents

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Contractual Obligations

The Company's contractual obligations are determined based on the Company's contracts. The Company's contractual obligations are determined based on the Company's contracts.

Other

The Company's other items are determined based on the Company's accounting policies. The Company's other items are determined based on the Company's accounting policies.

Financial Instruments

The Company's financial instruments are classified as either financial assets or financial liabilities. The Company's financial instruments are classified as either financial assets or financial liabilities.

Commitments and Contingencies

The Company's commitments and contingencies are determined based on the Company's contractual obligations. The Company's commitments and contingencies are determined based on the Company's contractual obligations.

Other

The Company's other items are determined based on the Company's accounting policies. The Company's other items are determined based on the Company's accounting policies.

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omitted into the following table before it is a convertible security on the total return to the shareholder for the period ending on the date of the conversion.

In January 2015, the Company issued 100,000 shares of common stock to the Board of Directors. The Board of Directors is authorized to issue up to 100,000 shares of common stock to its members. The Board of Directors is authorized to issue up to 100,000 shares of common stock to its members.

In January 2015, the Company issued 100,000 shares of common stock to the Board of Directors. The Board of Directors is authorized to issue up to 100,000 shares of common stock to its members. The Board of Directors is authorized to issue up to 100,000 shares of common stock to its members.

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In January 2015, the Company issued 100,000 shares of common stock to the Board of Directors. The Board of Directors is authorized to issue up to 100,000 shares of common stock to its members. The Board of Directors is authorized to issue up to 100,000 shares of common stock to its members.

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## Table 1

The following table shows the Company's financial performance for the period ending on the date of the conversion. The Company's financial performance is measured on the basis of the total return to the shareholder for the period ending on the date of the conversion.

The following table shows the Company's financial performance for the period ending on the date of the conversion. The Company's financial performance is measured on the basis of the total return to the shareholder for the period ending on the date of the conversion.

### 16) Significant Transactions and Events

#### The Contribution with H&M

On August 18, 2015, H&M HealthCare Group, Inc. ("H&M") completed its acquisition of the Company. The acquisition was completed on August 18, 2015. The acquisition was completed on August 18, 2015.

Upon completion of the Contribution, the Company began operating under the name H&M HealthCare, Inc. and the Class A common stock of the combined company continues to trade on the NYSE under the symbol "HMC". Upon the completion of the Contribution, the former owners of H&M HealthCare, Inc. received 100% of the common stock of the combined company. The former owners of H&M HealthCare, Inc. received 100% of the common stock of the combined company.

The total H&M HealthCare, Inc. stock of 100,000 shares was allocated to the former owners of H&M HealthCare, Inc. The total H&M HealthCare, Inc. stock of 100,000 shares was allocated to the former owners of H&M HealthCare, Inc.

The total H&M HealthCare, Inc. stock of 100,000 shares was allocated to the former owners of H&M HealthCare, Inc. The total H&M HealthCare, Inc. stock of 100,000 shares was allocated to the former owners of H&M HealthCare, Inc.

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The Company is still evaluating the effect of any ASU 2017-07 will have on the Company's consolidated financial position and results of operations.

In January 2015, the Company issued 100,000 shares of common stock to the Board of Directors. The Board of Directors is authorized to issue up to 100,000 shares of common stock to its members. The Board of Directors is authorized to issue up to 100,000 shares of common stock to its members.

### 16) Financial Statements and Financial Information

#### Financial Statements

The Company's financial statements are prepared in accordance with the accounting principles generally accepted in the United States of America. The Company's financial statements are prepared in accordance with the accounting principles generally accepted in the United States of America.

	Year ended December 31	
	2015	2014
Medicare	25%	25%
Medicaid	35%	35%
Commercial	18%	18%
Private and other	22%	14%
Total	100%	100%

The amount and nature of the Company's revenue are determined by the number of patients receiving services. The Company's revenue is determined by the number of patients receiving services.

The amount and nature of the Company's revenue are determined by the number of patients receiving services. The Company's revenue is determined by the number of patients receiving services.

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### Table 2

The following table shows the Company's financial performance for the period ending on the date of the conversion. The Company's financial performance is measured on the basis of the total return to the shareholder for the period ending on the date of the conversion.

The following table shows the Company's financial performance for the period ending on the date of the conversion. The Company's financial performance is measured on the basis of the total return to the shareholder for the period ending on the date of the conversion.

	2015	2014	Unaudited Average per Share
Revenue	14,042,221	13,946,728	
Operating expenses	(4,926,728)	(4,926,728)	
Operating income	9,115,493	9,020,000	
Interest expense	(1,140,000)	(1,140,000)	
Income tax expense	(1,140,000)	(1,140,000)	
Net income	6,835,493	6,740,000	
Weighted average shares outstanding	181,119	181,119	
Earnings per share	37.73	37.21	
Dividends	(1,140,000)	(1,140,000)	
Retained earnings	5,695,493	5,600,000	
Accumulated other comprehensive income	2,625,000	2,625,000	
Total assets	\$ 8,320,493	\$ 8,225,000	

#### Other Financial Information

The financial statements are prepared in accordance with the accounting principles generally accepted in the United States of America. The financial statements are prepared in accordance with the accounting principles generally accepted in the United States of America.

	Year ended December 31	
	2015	2014
Revenue	\$ 14,042,221	\$ 13,946,728
Operating expenses	(4,926,728)	(4,926,728)
Operating income	9,115,493	9,020,000
Interest expense	(1,140,000)	(1,140,000)
Income tax expense	(1,140,000)	(1,140,000)
Net income	6,835,493	6,740,000
Weighted average shares outstanding	181,119	181,119
Earnings per share	37.73	37.21
Dividends	(1,140,000)	(1,140,000)
Retained earnings	5,695,493	5,600,000
Accumulated other comprehensive income	2,625,000	2,625,000
Total assets	\$ 8,320,493	\$ 8,225,000

The financial statements are prepared in accordance with the accounting principles generally accepted in the United States of America. The financial statements are prepared in accordance with the accounting principles generally accepted in the United States of America.

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Acquisition from Willis

On June 15, 2014, the Company announced that it had entered into a purchase agreement with Willis Tower...

On December 1, 2015, the Company acquired 10 of the 24 additional nursing facilities...

On September 1, 2016, the Company acquired the five remaining additional facilities from Proton...

Rate of Return-LEF

On January 1, 2016, the Company sold 24 common shares of common stock acquired in the combination...

Rate of Return and Items Held

In March 2017, the Company entered into an agreement with 10% ownership in 10 common shares...

10% Ownership of Assets

During the year ended December 31, 2016, the Company closed on the initial purchase of 20 additional nursing facilities...

Dispositions of Non-Strategic Facilities and Investments

On October 18, 2016, the Company completed the divestiture of non-strategic facilities and investments...

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15) Lease Purchase

The Company has three leases of common stock, 100 shares of common stock and 100 shares of common stock...

Each EPS was computed by dividing net income by the weighted average number of outstanding common shares...

A reconciliation of the difference between the amount of basic and diluted EPS is as follows:

Table with 3 columns: Year ended December 31, 2017, and 2016. Rows include Net income, Adjusted net income, and other financial metrics.

Adjusted net income is calculated as follows: Net income less adjustments for non-recurring items...

The weighted average number of common shares outstanding is calculated as follows:

Table with 3 columns: Year ended December 31, 2017, 2016, and 2015. Rows include Basic shares and Adjusted shares.

Adjusted shares are calculated as follows: Basic shares plus or minus adjustments for restricted stock...

Adjusted diluted shares are calculated as follows: Adjusted shares plus or minus adjustments for convertible debt...

Adjusted diluted shares are calculated as follows: Adjusted diluted shares plus or minus adjustments for convertible debt...

Adjusted diluted shares are calculated as follows: Adjusted diluted shares plus or minus adjustments for convertible debt...

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On October 24, 2016, the Company entered into a purchase agreement to acquire 10 additional facilities...

On December 31, 2016, the Company completed the divestiture of previously closed leased nursing facilities...

On December 22, 2016, the Company received an income stream of \$10 million associated with a pending sale...

On December 28, 2016, the Company sold its 50% interest in a facility to a third party...

New Matter Loans

On November 1, 2016, the Company sold the real estate of 61 facilities to a third party...

The 61 facilities had been owned by the Company's former subsidiaries...

On December 24, 2016, the Company sold the real estate of 24 additional facilities to a third party...

The 24 facilities were included in the Company's former subsidiaries...

The new subsidiaries resulted in a reduction in financing obligations of \$209 million...

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The following table shows the change in the Company's debt for the year ended December 31, 2016, 2015 and 2014...

Table showing debt components: Total debt, Current portion, Long-term debt, and their changes over time.

The following table shows the change in the Company's debt for the year ended December 31, 2016, 2015 and 2014...

The following table shows the change in the Company's debt for the year ended December 31, 2016, 2015 and 2014...

Table showing debt components: Total debt, Current portion, Long-term debt, and their changes over time.

The following table shows the change in the Company's debt for the year ended December 31, 2016, 2015 and 2014...

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The following table shows the change in the Company's debt for the year ended December 31, 2016, 2015 and 2014...

The following table shows the change in the Company's debt for the year ended December 31, 2016, 2015 and 2014...

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A summary of the Company's condensed consolidated statement of operations follows:

Table of Contents (continued) showing financial data for the year ended December 31, 2014 and 2013. Includes sections for Input services, Fuel services, and Other services.

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A summary of the Company's condensed consolidated statement of operations follows:

Table of Contents (continued) showing financial data for the year ended December 31, 2014 and 2013. Includes sections for Input services, Fuel services, and Other services.

Table of Contents

A summary of the Company's condensed consolidated statement of operations follows:

Table of Contents (continued) showing financial data for the year ended December 31, 2014 and 2013. Includes sections for Input services, Fuel services, and Other services.

Table of Contents

A summary of the Company's condensed consolidated statement of operations follows:

Table of Contents (continued) showing financial data for the year ended December 31, 2014 and 2013. Includes sections for Input services, Fuel services, and Other services.

The Company has provided a copy of the 2017 2018 and 2019 financial statements and the...
The Company has provided a copy of the 2017 2018 and 2019 financial statements and the...

(b) Property and Equipment

Property and equipment consisted of the following as of December 31, 2018 and December 31, 2017 (in thousands):

Table with 2 columns: December 31, 2018 and December 31, 2017. Rows include Land, Buildings and improvements, Office leasehold, Furniture and equipment, etc.

For the year ended December 31, 2018 and 2017, the Company recognized depreciation expense of \$12.1 million and \$12.7 million, respectively.

In the fourth quarter of 2018, the Company entered into purchase and sale agreement to sell 35 facilities. The total net proceeds in the fourth quarter of 2018 were \$1.1 million. The total net proceeds in the fourth quarter of 2017 were \$1.1 million.

(c) Restricted and Identifiable Intangible Assets

The following is the carrying value of general intangible assets:

Table with 2 columns: Total and December 31, 2018. Rows include Intangible assets, Goodwill, etc.

The Company has no amortized intangibles of general

intangible assets. The Company has no amortized intangibles of general

Weighted average interest rate on the following as of December 31, 2018 and 2017 (in thousands):

Table with 2 columns: 2018 and 2017. Rows include Corporate revolving credit facility, Corporate term loans, etc.

Table with 2 columns: 2018 and 2017. Rows include Corporate revolving credit facility, Corporate term loans, etc.

Approximate interest identified in the results of operations is as follows:

- Corporate revolving credit facility, corporate term loans, management services and interest on other debt.
Corporate revolving credit facility, corporate term loans, management services and interest on other debt.

Approximate interest on other debt is as follows:

Approximate interest on other debt is as follows:

Approximate interest on other debt is as follows:

(b) Debt

Total debt consisted of the following as of December 31, 2018 and December 31, 2017 (in thousands):

Table with 2 columns: December 31, 2018 and December 31, 2017. Rows include Corporate revolving credit facility, Corporate term loans, etc.

For the year ended December 31, 2018 and 2017, the Company recognized interest expense of \$12.1 million and \$12.7 million, respectively.

In the fourth quarter of 2018, the Company entered into purchase and sale agreement to sell 35 facilities. The total net proceeds in the fourth quarter of 2018 were \$1.1 million. The total net proceeds in the fourth quarter of 2017 were \$1.1 million.

The Company has no amortized intangibles of general

intangible assets. The Company has no amortized intangibles of general

(b) Debt

Total debt consisted of the following as of December 31, 2018 and December 31, 2017 (in thousands):

Table with 2 columns: December 31, 2018 and December 31, 2017. Rows include Corporate revolving credit facility, Corporate term loans, etc.

For the year ended December 31, 2018 and 2017, the Company recognized interest expense of \$12.1 million and \$12.7 million, respectively.

In the fourth quarter of 2018, the Company entered into purchase and sale agreement to sell 35 facilities. The total net proceeds in the fourth quarter of 2018 were \$1.1 million. The total net proceeds in the fourth quarter of 2017 were \$1.1 million.

The Company has no amortized intangibles of general

intangible assets. The Company has no amortized intangibles of general





with a view to the sale of the company. These assets and liabilities are not to be taken into account in the calculation of the net assets of the company as at the end of the financial year.

Other Commitments

Certain lease agreements contain a number of restrictive covenants that, among other things, restrict the company's ability to dispose of assets, incur debt, or otherwise affect its financial position.

On July 25, 2016, the Company entered into a new lease agreement with Welltower. The lease agreement provides for the use of certain office space for the company's operations.

The lease agreement contains certain restrictive covenants that, among other things, restrict the company's ability to dispose of assets, incur debt, or otherwise affect its financial position.

On December 31, 2016, the Company did not have any financial commitments that are not reflected in the financial statements. The Company is not aware of any such commitments.

The Company's ability to continue as a going concern is dependent upon the success of its operations. The Company's management believes that the company has sufficient resources to meet its obligations.

Although the Company is in compliance with its financial covenants, the Company's financial position may be affected by changes in the market. The Company's management believes that the company has sufficient resources to meet its obligations.

12b Financing Obligations

Financing obligations represent the present value of minimum lease payments under such lease agreements that will be required over the lease term.

12c Dividends

On June 1, 2016, the Company's Board of Directors declared a dividend of \$0.10 per share to the common shareholders of the company.

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On June 1, 2016, the Company's Board of Directors declared a dividend of \$0.10 per share to the common shareholders of the company.

The Company's Board of Directors has not declared any dividends since June 1, 2016.

Table with 2 columns: December 31, 2016 and December 31, 2015. Rows include: Reported return on assets, Total return to common shareholders, and Dividends.

During the year ended December 31, 2016 and 2015, the 64,444,444 common shares owned by the company were entitled to receive dividends of \$6,444,444 and \$6,444,444, respectively.

Table with 4 columns: Number of Shares, Weight of Average Share, Total Fair Value, and Total Market Value. Rows include: New vested balances at January 1, 2015, Granted, Forfeited, New vested balances at December 31, 2015, Granted, Forfeited, and New vested balances at December 31, 2016.

As of December 31, 2016 and 2015, there were approximately 815,215 and 819,414 shares, respectively, of total restricted stock outstanding that are subject to the company's restricted stock plan.

The company's restricted stock plan provides for the grant of restricted stock to certain employees of the company.

The company's restricted stock plan provides for the grant of restricted stock to certain employees of the company.

(13) Income Taxes

The Company's provision for income taxes is based upon management's estimate of total income tax liability for each reporting period. The Company recognizes an asset or liability for the deferred tax consequences of temporary differences between the tax basis of assets and liabilities and their carrying amounts.

Balance sheet information presented for the year ended December 31, 2016 and 2015 is based on the audited financial statements of the company as of December 31, 2016 and 2015, respectively.

Table with 2 columns: 2016 and 2015. Rows include: Property and equipment, Intangible assets, Goodwill, Other assets, Total assets, Accounts payable and accrued liabilities, Long-term debt, Total liabilities, and Total equity.

The Company's financial statements are prepared in accordance with the accounting principles generally accepted in the United States of America.

(13) Shareholders' Equity

The total number of shares of all classes of stock that the Company is authorized to issue is 1,000,000,000 shares of common stock.

On December 31, 2016 and 2015, the Company had 1,000,000 shares of common stock outstanding, which are classified as Class B common stock.

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At December 31, 2016, the current income tax benefit was primarily generated from the release of a PTE in connection with the Company's acquisition of the assets of the former company...

Management believes that the current income tax benefit will be approximately \$1.0 million for the year ended December 31, 2017. The Company's effective tax rate for the year ended December 31, 2016 was 18.1%.

In assessing the requirements for, and amount of, a valuation allowance in connection with the non-deductible tax benefits, management considers the Company's gross-up requirements...

At December 31, 2016 and 2015, the Company has established a valuation allowance in the amount of \$200,000 and \$255,000, respectively. The amount of allowance at December 31, 2016 was \$200,000, which represents 100% of the non-deductible tax benefits...

Total income tax benefits expense for the year ended December 31, 2016 was \$1.0 million, which includes the federal income tax credit of 35% in respect of the income tax benefits...

Table with 3 columns: 2016, 2015, and 2014. Rows include Company's reported benefit, Reduction in income taxes from credits, State and local income taxes, and Federal income tax expense.

A significant portion of the Company's 2015, 2016 and 2017 income tax benefits is not subject to corporate income tax. However, in future periods in which the Company operates in a taxable jurisdiction, the amount of such benefits that the Company is able to utilize may be limited.

The Company's effective tax rate for the year ended December 31, 2016 was 18.1%, which is lower than the statutory rate of 35%. This is primarily due to the release of a PTE in connection with the Company's acquisition of the assets of the former company...

The tax effects of the carryover of the net operating loss carryover to the year ended December 31, 2016 and 2015 are presented below in thousands:

Table with 3 columns: 2016, 2015, and 2014. Rows include Tax benefit from carryover, Tax expense from carryover, and Total tax expense.

Income Tax Provisions

The Company's effective tax rate for the year ended December 31, 2016 was 18.1%, which is lower than the statutory rate of 35%. This is primarily due to the release of a PTE in connection with the Company's acquisition of the assets of the former company...

The Company's effective tax rate for the year ended December 31, 2016 was 18.1%, which is lower than the statutory rate of 35%. This is primarily due to the release of a PTE in connection with the Company's acquisition of the assets of the former company...

The Company's effective tax rate for the year ended December 31, 2016 was 18.1%, which is lower than the statutory rate of 35%. This is primarily due to the release of a PTE in connection with the Company's acquisition of the assets of the former company...

A reconciliation of the income tax expense follows in thousands:

Table with 2 columns: 2016 and 2015. Rows include Federal income tax expense, State income tax expense, and Federal income tax credit.

Other Matters

The Company is subject to the provisions of the Securities Exchange Act of 1934, which require the Company to file with the SEC certain financial statements and other information...

Management believes that the Company's financial statements are fairly presented in accordance with GAAP. The Company's financial statements are prepared on a going concern basis...

Litigation Matters and Tax Controversies

Management believes that the Company's financial statements are fairly presented in accordance with GAAP. The Company's financial statements are prepared on a going concern basis...

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The Company is believed to be a affiliate of the Company's operations for the provision of administrative services. The fees billed were \$0.9 million, \$0.1 million and \$2.3 million for the years ended December 31, 2016, 2015 and 2014, respectively. On February 2, 2015, in connection with the Consolidation, an affiliate of the Company's sponsor acquired a 50% ownership interest in the administrative services and is now an unaffiliated company.

In March of 2016, the Company completed the sale of its hospital and health facilities operations to PC Company LLC for \$77 million in cash and \$12 million in accounts receivable. Certain members of the Company's board of directors indirectly beneficially held accounting interests in PC Company LLC's liability insurance for the period from 2011 to 2015. The Company's board of directors and board of trustees are not aware of any such interests.

(15) Board Chair Profile Page

The Company appoints a director to the board of directors of all employees who meet certain eligibility requirements. The Company will not make any appointments to the board of directors in 2017 or 2018.

(16) Other Issues

In 2016, the Company filed the 2016 Form 10-K with the SEC, including the financial statements and other financial information. The Company is not aware of any material changes to the information provided in the 2016 Form 10-K.

Table with 2 columns: Description and Amount. Rows include: Total net operating assets, Total net operating liabilities, Total net operating assets and liabilities, Total net operating assets and liabilities, Total net operating assets and liabilities.

(17) Asset Impairment Charges

The Company has not recorded any impairment charges during the period ended December 31, 2016. The Company has not recorded any impairment charges during the period ended December 31, 2015 or 2014.

The Company has not recorded any impairment charges during the period ended December 31, 2016. The Company has not recorded any impairment charges during the period ended December 31, 2015 or 2014.

(18) Liquidity

The Company's liquidity is primarily derived from the operations of its subsidiaries. The Company has not recorded any impairment charges during the period ended December 31, 2016.

Table with 2 columns: Description and Amount. Rows include: Total cash and cash equivalents, Total cash and cash equivalents, Total cash and cash equivalents, Total cash and cash equivalents, Total cash and cash equivalents.

The following table sets forth the net assets and the components of the net assets of the Company as of December 31, 2016.

Table with 3 columns: Description, 2016, and 2015. Rows include: Total assets, Total liabilities, Total equity.

(19) Financial Instruments and Risk Management

The Company uses various financial instruments to manage its risk. The Company has not recorded any impairment charges during the period ended December 31, 2016.

The Company's management uses various financial instruments to manage its risk. The Company has not recorded any impairment charges during the period ended December 31, 2016.

reference effect on the Company's income, financial position and results of operations, but would not be expected to have a material effect on the Company's cash flows or liquidity.

The Company's preferred stock is not convertible into common stock until September 30, 2016, 2015 and 2014 and is not convertible into common stock until 2017.

The Company's preferred stock is not convertible into common stock until September 30, 2016, 2015 and 2014 and is not convertible into common stock until 2017. The Company's preferred stock is not convertible into common stock until September 30, 2016, 2015 and 2014 and is not convertible into common stock until 2017.

The Company's preferred stock is not convertible into common stock until September 30, 2016, 2015 and 2014 and is not convertible into common stock until 2017.

Step one: The Company compares the carrying amount of each of the reporting units to the fair value of each of the reporting units. If the carrying amount of each of the reporting units exceeds its fair value, the Company must perform the second step of the process. If not, no further testing is needed.

Step two: The Company will measure the fair value of each of the reporting units in its fair value measurement. The Company will then compare the fair value of each of the reporting units to its carrying amount. If the carrying amount of the reporting units exceeds its fair value, the Company must perform the second step of the process. If not, no further testing is needed.

Step one: The Company will measure the fair value of each of the reporting units in its fair value measurement. The Company will then compare the fair value of each of the reporting units to its carrying amount. If the carrying amount of the reporting units exceeds its fair value, the Company must perform the second step of the process. If not, no further testing is needed.

(20) Assets Held For Sale and Discontinued Operations

In the normal course of business, the Company may identify assets that are held for sale. The Company has not recorded any impairment charges during the period ended December 31, 2016.

In the fourth quarter of 2016, the Company identified a disposal group of certain assets that are held for sale. The Company has not recorded any impairment charges during the period ended December 31, 2016.

The Company has not recorded any impairment charges during the period ended December 31, 2016. The Company has not recorded any impairment charges during the period ended December 31, 2015 or 2014.

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The Company has not recorded any impairment charges during the period ended December 31, 2016. The Company has not recorded any impairment charges during the period ended December 31, 2015 or 2014.

Other Commitments

Single-Metric Investments

In February 2015, representatives of the DOJ informed the Company that it intended to pursue legal action against the Company, and certain of its subsidiaries related to existing and former equity of some investors, at certain public facilities that remained private for the 100,000,000 shares of the common stock of the company and its subsidiaries.

Subsidiary Debt Financing

A subsidiary of Sun Life Holdings, Sun Green Education Corp. ("Sun Green"), reported unassigned agency liabilities to provide financial support for the company's operations. Sun Green Education Corp. ("Sun Green") reported unassigned agency liabilities to provide financial support for the company's operations. Sun Green Education Corp. ("Sun Green") reported unassigned agency liabilities to provide financial support for the company's operations.

Unaffiliated Asset Management Agreements

In 2015, the Company entered into asset management agreements with several unaffiliated asset managers. The agreements are subject to certain conditions, including a requirement that the Company maintain a certain level of liquidity. The agreements are subject to certain conditions, including a requirement that the Company maintain a certain level of liquidity.

At December 31, 2016 and 2015, the Company has a liability of \$1.0 million and \$0.5 million, respectively, for the unaffiliated asset management agreements. The Company has a liability of \$1.0 million and \$0.5 million, respectively, for the unaffiliated asset management agreements.

Material Invention of the Company

Material invention of the Company and development of intellectual property for the Company and its subsidiaries are disclosed in the Company's financial statements. Material invention of the Company and development of intellectual property for the Company and its subsidiaries are disclosed in the Company's financial statements.

Employment Agreements

The Company has employment agreements with its executive officers and certain members of management. The employment agreements are disclosed in the Company's financial statements. The employment agreements are disclosed in the Company's financial statements.

Fair Value of Financial Instruments

The Company's financial instruments consist primarily of cash and cash equivalents, marketable securities and investments in marketable securities. The fair value of these instruments is disclosed in the Company's financial statements.

The Company's financial instruments consist primarily of cash and cash equivalents, marketable securities and investments in marketable securities. The fair value of these instruments is disclosed in the Company's financial statements.

Other Commitments

Single-Metric Investments

In February 2015, representatives of the DOJ informed the Company that it intended to pursue legal action against the Company, and certain of its subsidiaries related to existing and former equity of some investors, at certain public facilities that remained private for the 100,000,000 shares of the common stock of the company and its subsidiaries.

At December 31, 2016 and 2015, the Company has a liability of \$1.0 million and \$0.5 million, respectively, for the unaffiliated asset management agreements. The Company has a liability of \$1.0 million and \$0.5 million, respectively, for the unaffiliated asset management agreements.

The table below presents the Company's assets and liabilities at fair value on a recurring basis as of December 31, 2016 and 2015, categorized by the level of the fair value hierarchy within which these measurements fall.

Table with 4 columns: December 31, 2016, December 31, 2015, and two sub-columns for Fair Value Measurements. Rows include Cash, Accounts receivable, and Prepaid expenses.

Table with 4 columns: December 31, 2016, December 31, 2015, and two sub-columns for Fair Value Measurements. Rows include Property and equipment, Intangible assets, and Other assets.

The Company's assets and liabilities are measured at fair value on a recurring basis as of December 31, 2016 and 2015, categorized by the level of the fair value hierarchy within which these measurements fall.

The Company will report the fair value of investments in real estate securities which are immaterial as of the year-end as of December 31, 2015.

The Company will report the fair value of investments in real estate securities which are immaterial as of the year-end as of December 31, 2015.

The Company will report the fair value of investments in real estate securities which are immaterial as of the year-end as of December 31, 2015.

**(13) Quarterly Financial Information (Unaudited)**

The following table summarizes unaudited quarterly financial data for the years ended December 31, 2016 and 2015 (in \$ in thousands, except for share data):

	Quarter ended			
	March 31, 2016	June 30, 2016	September 30, 2016	December 31, 2016
<b>Net income</b>	\$ 1,473,918	\$ 2,662,707	\$ 1,018,000	\$ 1,285,387
<b>Net income attributable to Common Stockholders, for:</b>				
Continuing operations	\$ (1,280,111)	\$ 2,620,040	\$ 1,018,000	\$ 1,285,387
Discontinued operations	\$ 587	\$ 467	\$ -	\$ -
Net income attributable to Common Stockholders, for:	\$ (1,279,524)	\$ 2,620,507	\$ 1,018,000	\$ 1,285,387
<b>Net income per common share, continuing operations, basic and diluted:</b>				
Basic	\$ 0.28	\$ 0.30	\$ 0.23	\$ 0.29
Diluted	\$ 0.28	\$ 0.30	\$ 0.23	\$ 0.29
<b>Weighted average basic and diluted common shares outstanding:</b>				
Basic	4,918,000	8,733,000	4,425,000	4,425,000
Diluted	4,918,000	8,733,000	4,425,000	4,425,000
<b>Net income</b>	\$ 1,218,821	\$ 1,618,835	\$ 1,416,027	\$ 1,465,721
<b>Net loss attributable to Common Stockholders, for:</b>				
Continuing operations	\$ (1,115,848)	\$ 1,744,615	\$ 1,416,027	\$ 1,465,721
Discontinued operations	\$ 896,027	\$ (1,125,780)	\$ -	\$ -
Net loss attributable to Common Stockholders, for:	\$ (219,821)	\$ 618,835	\$ 1,416,027	\$ 1,465,721
<b>Basic and diluted</b>				
Net loss attributable to Common Stockholders, for:	\$ 0.05	\$ 0.07	\$ 0.32	\$ 0.33
Weighted average basic and diluted common shares	4,425,000	8,733,000	4,425,000	4,425,000

1) The quarter ended December 31, 2016 includes a net expense of approximately \$10 million recorded with the value of contract assets, discounts of labor (incentive and other) from transactions of approximately \$35 million recorded and capitalized as an impairment expense.

2) The quarter ended March 31, 2015 includes the amortization of costs associated with the Cloud-based.

3) The quarter ended March 31, 2015 includes a dividend and includes an allowance of \$221.9 million recorded as research tax expense and \$29.5 million of long-lived asset impairment.