

ORIGINAL



Response to
Request for
Proposal

Prepared for:

RFP Number 5862 Z1
Therapy Services
for NDVA Facilities

State of Nebraska
State Purchasing Bureau



Rehabilitation Services

Better Care. Better Patient Outcomes. Better Results.



August 7, 2018

Annette Walton / Nancy Storant
State Purchasing Bureau - Nebraska
1526 K Street, Suite 130
Lincoln, NE 68508

Dear Ms. Walton and Ms. Storant:

Thank you for the opportunity to respond to the Request for Proposal for the provision of Rehabilitation Services to the Nebraska Department of Veteran Affairs. Our team looks forward to having a chance to discuss what your team is looking for in a therapy partner. We are excited about the possibility of working together in the growth and the success of your rehabilitation programs as well as being an integral part of your overall goals for the Nebraska Department of Veteran Affairs.

Our mission for the Nebraska Department of Veteran Affairs is to develop a customized program to meet the individual needs of each of your Communities, while providing the highest level of service and care. To accomplish this, our therapy team is directed by a team of managers who oversee every aspect of your therapy services daily.

Select Rehabilitation's mission is to provide the best clinical care to the residents we serve while mastering the regulatory and reimbursement systems within which we operate. In addition, we strive to provide exceptional support and service to our clients and staff. Select has one of the highest contract retention rates and highest employee retention rates in the industry. Last, Select's independence allows us the freedom to adapt our services and focus where needed which is so crucial in today's environment. The end results are excellent outcomes for all our clients – our patients, our partner providers and our staff.

I hope you find the information submitted helpful. Our team looks forward to an opportunity to meet with you to discuss and review the details of our proposal.

Thank you for your consideration,

A handwritten signature in blue ink that reads 'Michael' followed by a stylized flourish.

Michael A. Calogero
Director of Business Development
Select Rehabilitation
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Requirements

Response to Proposal Criteria



Restorative Care

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

Bidder Response:

Select Rehab's philosophy is to provide appropriate care to every resident demonstrating a decline in function. Select works closely with facility staff to identify residents in need of care. Select therapists will refer residents to nursing staff who are completing therapy or no longer in need of intensive therapy but still in need of Restorative Care. We make referrals and also expect that nursing would make referrals back to us to be sure that each resident is performing at his/her highest level of function. Select Rehab has a fully developed Restorative Nursing Manual which includes a referral form from therapy to nursing. It has specific sections including:

- Diagnosis
- History
- Precautions
- Why the person is being referred (e.g., Communication, Bed Mobility, ADL, Ambulation, Transfer Training, Range of Motion, Toileting, Eating/Swallowing, Splints/Orthotics, Other)
- The problem of the resident (and there is a sample problem list included in the manual for each of the identified areas above)
- The level of assist needed for anything that is recommended
- Any adaptive equipment that should be used
- Any specific strategies, approaches, precautions (e.g., for swallowing or transfers)
- The date it was reviewed with the restorative team and by whom it was reviewed – this ensures that the program is interdisciplinary and not a program set up by therapy that nursing may or may not want to follow. If they are going to follow the program, we want to be sure that they have input to it and it is collaborative
- Suggested goals for the program

Please refer to Attachment A: Restorative Manual Table of Contents.

Prior to discharge from therapy, therapists will develop an individualized Discharge Plan of Care and train the appropriate personnel in the approaches necessary to care for the senior according to the established plan and provide Restorative Nursing Program In-services. Restorative therapy programs are designed to interface with facility protocols to assist the facility with meeting state and federal regulations for the following areas:

- Fall Prevention
- Range of Motion
- Restraint Reduction
- Adaptive Equipment
- Positioning
- Swallowing Disorder

Physical Therapy (PT)

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

Bidder Response:

Select Rehab's philosophy is to provide appropriate care to every resident demonstrating a decline in function. This will apply to Physical, Occupational and Speech Therapy. In order to do this, Select Rehab is diligent about the following:

- The Regional Manager oversees and monitors the QI reports and screenings to assure therapists are identifying all residents who need therapy services. Select Rehab recognizes the importance of screening residents to identify declines and determine whether therapy intervention is appropriate.
- Select Rehab conducts Quarterly Screenings, based on the care plan schedule, as well as, screening on all new admits and re-admits. Additionally, we request information from nursing regarding falls, restraints, wounds, weight loss, contractures, etc. to identify additional individuals in need of a therapy screen.
- The Quality Indicator Report is also utilized to identify residents who are exhibiting declines and who would benefit from being screened by therapy. Select Rehab obtains the Quality Indicator Report on a monthly basis.
- Select Rehab screens all residents on the "incident reports," as well as anyone with a noted concern or incidence on the 24-hour report. This philosophy not only allows for quality resident care, but also provides the community with documented evidence for state surveys that declines were identified and addressed.

An initial evaluation of a patient's past and current medical and functional status is required prior to the initiation of treatment. Information regarding a patient's level of function must be documented. Upon receipt of the physician's order, an evaluation will be completed by the Physical Therapist (PT) with the report and recommendations placed in the medical chart and submitted to the physician. A person-centered plan of care is developed. Individualized goals and treatment interventions are established for each patient based on his/her physical and functional impairments, prior level of function, potential discharge disposition, and the patient's goals for treatment.

The Physical Therapist, during the course of treatment, may recommend specific assistive devices for ambulation. The physical therapist will ensure that any required physician's orders are in place for such devices and that appropriate staff, the patient, and caregiver are adequately trained and competent for use. If the assistive device will be used after discharge from the facility, the PT will coordinate orders for specific equipment with the facility designee.

Some of the areas of focus for Physical Therapy are:

- Gait and Mobility
- Balance and Fall Prevention
- Therapeutic Exercise
- Pain Management
- Assessment and Management of Equipment Post-Hospitalization Rehabilitation
- "Pre-Hab"

Occupational Therapy (OT)

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

Bidder Response:

As noted above an initial evaluation of a patient's past and current medical and functional status is required prior to the initiation of treatment. Information regarding a patient's level of function must be documented. Upon receipt of the physician's order, an evaluation will be completed by the Occupational Therapist with the report and recommendations placed in the medical chart and submitted to the physician. A person-centered plan of care is developed. Individualized goals and treatment interventions are established for each patient based on his/her physical and functional impairments, prior level of function, potential discharge disposition, and the patient's goals for treatment.

The Occupational Therapist may during the course of treatment recommend adaptive equipment for ADL including self-feeding and/or dressing/bathing, specialized positioning devices for the wheelchair or other seating system, orthotic devices for contracture management, and/or durable medical equipment for use in the bathroom, toilet, or shower. The Occupational Therapist will ensure that any required physician's orders are in place for such devices and that appropriate staff, the patient, and caregiver are adequately trained and competent for use. If the assistive device will be used after discharge from the facility, the OT will coordinate orders for specific equipment with the facility designee.

Some of the areas of focus for Occupational Therapy include:

- Self-Care Training
- Therapeutic Exercise and Modalities
- Home Safety
- Dementia and Cognitive Treatment
- Safety and Equipment Assessment
- Post- Hospitalization Rehabilitation

Speech Language Pathology

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

Bidder Response:

As noted above, an initial evaluation of a patient's past and current medical and functional status is required prior to the initiation of treatment. Information regarding a patient's level of function must be documented. Upon receipt of the physician's order, an evaluation will be completed by the Speech-language Pathologist (SLP) with the report and recommendations placed in the medical chart and submitted to the physician. A person-centered plan of care is developed. Individualized goals and treatment interventions are established for each patient based on his/her physical and functional impairments, prior level of function, potential discharge disposition, and the patient's goals for treatment.

The SLP will complete dysphagia evaluations as needed on individuals with documented swallowing issues. Upon completion of the dysphagia evaluation, recommendations will be made and may include, but are not limited to, the following:

- P.O. vs. N.P.O. status
- Diet Level
- Liquid Level
- Compensatory Techniques (e.g., positioning, chin tuck, liquid wash, supra-glottic swallow)
- Direct Treatment Techniques (e.g., Oral Motor Exercises, Bolus Control/Propulsion Exercises)

Any recommended changes to diet or techniques will be communicated and coordinated with the attending physician, nursing staff, and appropriate dietary staff. The SLP will ensure that all staff are adequately trained and competent to carry over any specific techniques.

Some areas of focus for Speech therapy include:

- Dementia Programming
- Swallowing Treatment and Rehab Dining
- Memory Enhancement
- Hearing Assessment and Programming
- Post- Hospitalization Rehabilitation

Incontinence Rehabilitation

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

Bidder Response:

Continence is essential to quality care and quality of life for residents in long-term care. The ability for a resident to fully participate in the rehabilitative process as well as activities of choice may depend, in part, on continence status. Select Rehab believes that all disciplines, physical, occupational and speech therapy have a role in skilled intervention to treat continence.

The goals of a continence improvement program are to:

- Minimize/eliminate incontinent episodes so the resident is able to perform his/her daily activities at the highest level of independence
- Decrease volume loss of urine
- Increase tone and strength of pelvic muscles to increase bladder capacity
- Educate and utilize appropriate compensatory/adaptive techniques/strategies and behavior modification techniques to minimize/eliminate incontinent episodes
- Establish and educate restorative/nursing on appropriate techniques to continue the established interventions with the resident
- Increase quality of life
- Reduce costs associated with incontinent episodes

Reason for Skilled Service

A resident's quality of life can be improved by addressing incontinence. Often times, the decision regarding where the resident will live is based on continence. Continence improvement is within the scope of practice, educational training and Medicare requirements for skilled rehabilitation services, most notably physical and occupational therapy, though speech-language pathologists also have a role. The therapist's skilled intervention should consist of:

- Evaluating continence and determining how it interferes with daily activities
- Assessing other factors such as diet and environment as they relate to continence
- Providing exercises to strengthen pelvic muscles to decrease or eliminate incontinence
- Teaching behavioral strategies to improve continence
- Educating caregivers for carryover of skills demonstrated in therapy

Establishing a Continence Improvement Program

In order to ensure success of an individualized continence improvement program, it is essential the IDT (Interdisciplinary Team) work closely together to:

- Establish systems to consistently identify and track residents who:
 - Demonstrate an increased risk for incontinence due to acute or chronic illness
 - Have experienced a functional decline because of incontinence
 - Have decreased participation in activities and/or decreased socialization due to incontinence
 - Exhibit other factors such as bladder irritants in the diet that might contribute to incontinence

- o Demonstrate a decline in mobility, strength, balance, ROM or transfer ability that might impact continence or toileting ability
- o Demonstrate a need for adaptive equipment to assist with toileting independence/ability
- Establish facility systems to notify therapy when functional and/or social changes occur due to incontinence
- Provide ongoing facility education regarding IDT role of therapy in continence improvement through modalities, adaptive equipment, compensatory and behavioral strategies, exercise and environmental modification
- Train facility staff/caregivers to identify impairments impacting function and make appropriate referrals to therapy
- Develop and implement systems for demonstration of resident function/status prior to discharge from therapy to ensure carryover of skills
- Schedule regular meetings/rounds (i.e. QM, MDS) and establish communication systems for team members to access information from these meetings
- Develop and implement communication systems to ensure supportive documentation for therapy referrals and IDT care plan
- Provide ongoing training to nursing assistants (RNAs and/or CNAs) on techniques and strategies for exercise, behavioral strategies, bladder diaries and use of adaptive devices

A. 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: Select Rehabilitation provides comprehensive physical, occupational, and speech therapy services to patients in a variety of settings including skilled nursing centers, continuum care retirement communities (CCRCs), free standing assisted and independent living communities. Emphasis is placed on individually focused, outcome driven services that allow each patient to achieve their greatest recovery potential and maintain quality of life.</p> <p>Since 1998, Select Rehabilitation has administered a culture of autonomy in personal choices for residents, consistent staffing, and enhanced communication between residents, families, therapists and the communities in which we serve. Our goal is to provide exceptional service with transparency in a less bureaucratic organizational approach. The results of a culture based around quality care have allowed us to provide services that are no longer an industry standard of "staff centered", but instead a transformation into a "resident- centered" model.</p> <p>As an industry leader, we currently employ approximately nine thousand (9,000) licensed professionals and provide therapy services to approximately nine hundred (900) facilities in thirty-four (34) states including more than 30 communities in Nebraska.</p> <p>We seek more innovative and effective clinical outcomes to promote and maintain the higher quality of life for all residents to live independently. Select Rehabilitation's comprehensive information management and outcomes tracking systems are designed to track, compile, summarize and present a wide range of valuable data useful in judging the effectiveness and the</p>
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	<p>efficiency of the rehabilitation program in meeting the clinical and financial goals of each community.</p> <p>Select Rehabilitation also operates accredited Rehab Agencies throughout the country and partners with our clients to deliver comprehensive outpatient services. In many cases, these services are an adjunct to skilled nursing care so that clients experience a seamless transition after discharge. Utilizing a team approach, the Rehabilitation Team works together to evaluate, plan, provide and continually reassess the plan of care for each client. Services are designed with the client to restore him or her to the highest functional level. The Rehabilitation Program works closely with the Wellness program and restorative nursing to transition participants from skilled therapy programs to Wellness programming or restorative nursing.</p> <p>Select can design or assist the community in developing a client-centered wellness program with individualized measurable goals to prevent transition to higher levels of care and empower individuals to take control of their health and well-being. Wellness programs may also be offered to staff and families as well as external community residents.</p>
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: As noted previously, Select Rehab's philosophy is to provide appropriate care to every resident demonstrating a decline in function. Select works closely with facility staff to identify residents in need of care. A clinical specialist from the Select Rehabilitation Education Department will provide in-servicing and education for the planning, development, implementation and revision of GIMH/CNVH/ENVHs' restorative nursing program. Prior to discharge from skilled therapy, therapists will develop an individualized Discharge Plan of Care and train the appropriate restorative personnel in the approaches necessary to care for the resident according to the established plan and provide Restorative Nursing Program In-services. Select Rehabilitation in-service education on restorative therapy programs is designed to interface with facility protocols and assist the community with meeting state and federal regulations.</p> <p>In the interest of confidentiality Select does not identify specific client programs; however, we provide assistance with Restorative Programs at 99% of our client facilities. The majority of residents who discharge from therapy and remain in the facility are set up on a Restorative Program.</p>

Select Restorative Programs include:

- Complimentary comprehensive **Restorative Nursing Manual**
- Complimentary facility webinars on how to develop a Restorative Nursing program
- Complimentary nursing consultation for staff education, training and follow-up conference calls, webinars and audits
- Complimentary webinar on nursing documentation to support restorative nursing programs
- Training is individualized per facility and in collaboration with facility
 - Sample Training Options:
 - Full Day Class Option:
 - Select Provides Clinical Trainer to instruct in a workshop format with return demonstration, post testing and competency testing
 - Split Class Training Sessions:
 - Select Provides shorter sessions to train fewer modules/skills based on facility identified priorities
 - Individual CNA/RNA Training:
 - Occurs at Resident specific needs level, for each Resident referred to RNP, OR
 - Designated CNA/RNA training and competency testing
- Therapy Participation in Resident Restorative Care Plans
 - Referral and Training of facility staff to deliver RNPs for Residents transitioning from therapy plans
 - Monthly and/or quarterly review of Residents on RNPs for maintenance of functional abilities or needed revisions to RNP

One element of the Restorative program which Select has helped to develop is an In-House Exercise Program. **Select will provide:**

- Planning, Development and Training in collaboration with facility IDT (Restorative, Wellness, Life Enrichment, etc.)
 - Training of facility staff in appropriate exercise programs for resident abilities
- Select Wellness Manual: LIFE for those Residents participating in more independent levels of activity

Select Rehab participates in development of in house exercise programs as part of a Restorative program in all client facilities who request this assistance at no charge.

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>Background Checks, Licensure Policies Background checks serve as an important part of the employee selection process. Select Rehabilitation conducts a diligent background investigation, including licensure, registration, reference, criminal background checks (including fingerprint background checks), sex offender registry checks, various other agency checks, sanctions and exclusions from participation in government programs and medical verification as part of the employment selection process and monitors professional licensure, registration, sanction and exclusion status and medical verification during the course of employment.</p> <p>Background Checks, Licensure Policies Select Rehabilitation conducts background checks on all job candidates post-offer (contingency offer). Select Rehabilitation ensures that all employees are properly credentialed, licensed and authorized to participate in federal and state funded healthcare programs (sanction screening). Licensure is verified pre-employment, post-employment and during employment. Select Rehabilitation uses a third-party vendor to assist in conducting background checks. The type of information that can be collected includes, but may not be limited to, employment history, education, licensure, and criminal background checks. Select Rehabilitation will ensure that all background checks are conducted in compliance with applicable federal and state laws. The Human Resources Department is responsible for carrying out background checks as it relates to hiring of employees and maintains these records for a minimum of 6 years after termination.</p> <p>Select Rehabilitation maintains tracks, verifies, and collects all license information upon hire. We store that information in our human resources data base (HRIS) and billing systems. HR personnel are responsible for generating an Expiring License Report every thirty days. Using that report, HR continuously monitors and verifies (via the various state licensure websites) license renewals and notifies those therapists, along with their managers, who fail to renew their licenses timely. HR then updates the systems accordingly to ensure full compliance related to licensure at all times. Therapists with expired licenses are not allowed to work and are automatically locked out of the billing system until license is renewed.</p> <p>Centers for Medicare and Medicaid Services (CMS): Federal regulations prohibit Medicare and Medicaid nursing facilities from employing individuals found guilty of abusing, neglecting, or mistreating residents by a court of law, or who have had a finding entered into any state registries concerning abuse, neglect, or mistreatment of residents or misappropriation of their property. CMS provides guidelines stemming from the federal regulation that state, "[nursing] facilities must be thorough in their investigations of the past histories of</p>
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	<p>individuals they are considering hiring." As a provider of therapy services to nursing facilities, Select Rehab must comply with these requirements.</p> <p>Select Rehabilitation ensures that all Select Rehabilitation employees are properly credentialed, licensed and authorized to participate in federal and state funded healthcare programs (sanction screening). The Human Resources Department is responsible for conducting Federal and State exclusions and sanctions screening as it relates to hiring of employees and continued employment. Employees are screened before they are hired, then every thirty days during their employment with Select. The Human Resources Department maintains these records for a minimum of six (6) years.</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 Please see Question 3, above.</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: Select Rehab will bill Medicare Part B and any relevant Supplemental insurance directly for those patients who participate in these programs and do not have a 70% service connection.</p> <p>For those clients that have a 70% service connection Select Rehabilitation will bill GIVH / CNVH / ENVH at a rate of <u>\$1.07</u> per minute. Select will provide GIVH/CNVH/ENVH an electronic file in Excel format which shall allow charges to be uploaded to a facility's billing software, which contains a resident ID number, resident name, starting care date, therapy procedure code, number of units, date of service and a field to recognize/identify modifiers. Select Rehabilitation will invoice a facility for services by the end of the third (3rd) business day of the following month for services provided the previous month. Select Rehabilitation will provide details of services including therapy logs and any other information necessary for the facility to complete billing. Standard payment terms are net (30) thirty days.</p> <p>Please refer to Attachment B: Sample Invoice.</p>

6 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.

Bidder Response:

A key difference between Select Rehab and our competitors is our ability to fully staff each site we serve to not only meet the needs of residents being seen on Medicare Part B caseload, but also to provide dedicated staff for the rest of the campus, whether that be in long term care, assisted living, independent living or memory care.

Staffing levels are based on one-on-one therapy treatments for all levels of care. Staffing appropriately is critical to program development and Select Rehab's recruiting and retention systems are the most effective in the industry. Due to our strength in recruiting and retention and also the fact that our Regional Managers have only 8 to 10 sites each to oversee, we are able to dedicate more time to working with each NDVA facility to develop programs.

Staffing is the key component in order to provide the most comprehensive rehabilitation program. We staff each of our partnering communities with designated staff. We believe that therapy does not take a holiday, time off or vacation, so we staff our partnering communities' therapy programs with the appropriate staff throughout the year.

When we obtain a contract and start to recruit for the therapy staff, we hire therapists on three different levels. We hire full time, part time and PRN clinicians. We constantly are developing large PRN lists so that we can consistently provide coverage when a full-time therapist is taking paid time off (PTO) whether it is due to illness, vacation or holiday. The part time staff and PRN clinicians are also available if there is a sudden need due to illness or increased caseloads. We believe that there should be no break in the rehabilitation service because the most important part of what we do is providing rehabilitation to the community's patients.

Select Rehabilitation does not rely on having to fill a position with an assistant versus a therapist. We will fill each position with the best qualified candidate who meets the needs of the community and we feel will work well with the team and share in our philosophies toward patient care and customer service. Our current mix is 45% registered therapist and 55% assistants.

Holiday Coverage

Our Regional Managers and Program Managers ensure that our therapists give ample notice of holiday requests for time off. We ensure that the scheduled holiday time is fair to each therapist. We use our PRN list to ensure that the level of care our partnering community, their residents and families expect continues the same throughout the year.

Scheduled Time Off

Treating therapists must complete a PTO request to be approved by the Program Manager, Regional Manager or Regional Vice President. PTO is approved when appropriate coverage is in place.

Unscheduled Time Off

Select Rehabilitation has an extensive list of PRN Therapists who are willing to work in the event of an unscheduled time off. Our PRN Therapists as well as regular staff are willing to work flexible days and hours to assure that Resident treatment plans are met.

	<p>Use of Per Diem (PRN) Staff</p> <p>Select Rehabilitation has established an extensive list of PRN therapists for all communities and geographic regions. PRN therapists receive orientation and training to assure that services are provided in compliance with Medicare and Medicaid guidelines. PRN therapists are invited and encouraged to participate in clinical training and education offered by Select Rehabilitation.</p> <p>Select Rehabilitation has a unique process for recruitment which consists of a centralized team of recruiters where their work day begins in the afternoon and goes into the evening.</p> <p>Select Rehabilitation found this change critical in providing better results for community partners, as recruitment managers were no longer speaking to potential therapy candidates at work, but in their homes after work. Potential candidates are able to speak further in sharing goals regarding new positions and career objectives with Select Rehabilitation Recruitment Managers. As potential candidates express interest in working with Select Rehabilitation, the Regional Manager is contacted directly from the Recruitment Manager. Within twelve (12) hours, Select Rehabilitation Regional Managers are scheduling interviews with the potential candidate. By having leadership positions respond quickly to candidates, it provides a higher hiring percentage, as well as an increased percentage in having multiple candidates. Our Campus Relations program contracts with over 400 therapy programs nationwide and we currently place approximately 1,000 students per year for Clinical Rotations. We hire many of these students upon graduation in locations where they will receive the mentorship and support they need. In addition, our recruitment department currently processes over 1,000 applicants per month through our centralized recruiting team calls, campus relations, social media, conferences (national and state), job boards, email and if necessary postcard mailings.</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>Bidder Response:</p> <p>Select Rehabilitation will provide professional physical, occupational, and speech therapy upon the written order of the attending physician and in accordance with established treatment plans and accepted professional standards. Documentation will be completed and added to the clinical record on the date of service.</p> <p>Select Rehabilitation will communicate verbally and in writing on a regular basis and coordinate therapy services with the resident's physician, nursing staff, and responsible parties, and working as a team to provide the most appropriate rehabilitation care.</p>

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Please describe how your company will ensure that each professional provided by Contractor to perform services for NDVA, meets the following standards:

- a. Holds, at all times during the term of the contract, any and all licensing, certification and/or accreditation required to perform the services;

Bidder Response:

Please see response to Question #3 in this section.

- b. Is at all times competent and adequately trained to provide the professional services set forth in Section V of the RFP.

Bidder Response:

All employees of Select Rehab are required to complete **New Employee Orientation** upon hire. This training offers detailed information related to HIPAA, Medicare Fraud and Abuse, the Federal False Claims Act, Resident's Rights, Select's Compliance procedures including reporting procedures utilizing a confidential hotline, the Select Code of Conduct, and Medicare documentation requirements. Employees are not permitted on site to treat patients until this compliance training is complete. Further, all employees are required to complete annual compliance and HIPAA training covering the same elements as in New Employee Orientation. This is scheduled for each employee based upon anniversary date or customer requirements. Employees not completing annual compliance training within 30 days of anniversary date are deactivated from the Electronic Medical Record system and payroll and therefore are not permitted to treat or bill patients until compliance training is complete. This process is managed by Human Resources, the Regional Managers and Vice Presidents to ensure training is complete and no disruption to patient care occurs.

As noted previously, Select Rehabilitation maintains tracks, verifies, and collects all license information upon hire. We store that information in our human resources data base (HRIS) and billing systems. HR personnel are responsible for generating an Expiring License Report every thirty days. Using that report, HR continuously monitors and verifies (via the various state licensure websites) license renewals and notifies those therapists, along with their managers, who fail to renew their licenses timely. HR then updates the systems accordingly to ensure full compliance related to licensure at all times. Therapists with expired licenses are not allowed to work and are automatically locked out of the billing system until license is renewed.

Select also conducts Competency checklists for all therapy employees on an annual basis. This documentation is kept in employee personnel files and is available for review by NDVA.

In addition, Select Rehabilitation's standard audit procedure reviews electronic documentation for every payer. The audits cover 10% of the documentation for all treating therapists in every Select Rehabilitation customer facility nationally. Select Rehabilitation can customize the auditing process to focus on specific payers, increase frequency or particular requests by NDVA.

Select Rehabilitation's Corporate and Regional offices provide a Quality Assurance / Documentation Team whose purpose is to consistently audit and train each therapy department on appropriate documentation and compliance measures.

As agreed upon by NDVH, the following steps can be taken towards prevention:

- Documentation Audits
 - Appropriate Goal Writing
 - Clinical Documentation
 - Presence of Skilled Therapy
 - Documentation of Reasonable and Necessary Services

- Denial Prevention; Training regarding Critical Information for State and Federal Requirements
 - Documentation Accuracy
 - Billing Accuracy
 - Modified CPT Codes per CMS Directives
 - Daily Review of Billing Information

- Changing Health Care Regulations
 - Documentation Changes/CMS Updates
 - Program Transmittals and Updated Copies of the Federal Registry
 - Pertinent Updates to the Community and Clinicians

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;**

Bidder Response:

Select Rehab will ensure that prior to beginning service all applicable policies and procedures of the NDVA facility(ies) will be reviewed. All professionals performing services within the facility(ies) will be required to abide by all policies and procedures.

Select Rehab has developed a Transition timeline (See Question 2b below) for new Facilities which includes time for meeting with Management to discuss Facility Policies and Procedures, Operations and specific department activities. These meetings that occur prior to Select Rehab initialing therapy services at each site will provide a basis for Select's knowledge and ensuring timely access to all relevant Policies and Procedures.

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;**

Bidder Response:

Select Rehab will ensure that prior to beginning service all security and administrative requirements of the NDVA facility(ies) will be reviewed. All professionals performing services within the facility(ies) will be required to abide by all security and administrative requirements 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>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.</p> <p>Bidder Response: Select Rehabilitation Corporate Compliance Program It is the policy of Select Rehabilitation to consistently and fully comply with all laws and regulations pertaining to the delivery, management and consultation of therapy services to individuals that are enrolled in Medicare, Medicaid, other government-funded programs and private payer programs.</p> <p>Purpose, Leadership and Scope</p> <p>The Compliance Program is an organization-wide initiative designed to prevent, detect, correct, and eliminate violations of law. It is our commitment as a leader in the delivery management and consultation of healthcare to conduct business with honesty, integrity, and in accordance with high ethical standards.</p> <p>The Company has developed a Compliance Program to be a comprehensive statement of the responsibilities and obligations of all employees regarding the provision of therapy services under Medicare, Medicaid, other government payers, and private payers.</p> <p>Please refer to Attachment C: Compliance.</p>
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: Please see response to Question # 3 above in this section.</p> <p>Select Rehabilitation ensures that all Select Rehabilitation employees are properly credentialed, licensed and authorized to participate in federal and state funded healthcare programs (sanction screening). The Human Resources Department is responsible for conducting Federal and State exclusions and sanctions screening as it relates to hiring of employees and continued employment. Employees are screened before they are hired, then every thirty days during their employment with Select. The Human Resources Department maintains these records for a minimum of six (6) years.</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: As noted in Question # 3 above Select Rehab will ensure that all licensure, certifications and background checks are complete and current. Select will provide verification of this information to NDVA upon request.</p> <p>In addition, applicable Insurance certificates and other required administrative documentation will be supplied from the Select Rehab Corporate office upon request from NDVA.</p> <p>Select Rehab will also ensure that all individuals providing services under this contract complete additional screenings that may be requested by NDVA and understands and agrees that Select Rehab may not be eligible to perform duties until all requested paper work has been submitted.</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: Select Rehab agrees to 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. In the interest of compliance, provision of this data is dependent on patient approval for release of this data from each treated patient.</p> <p>Please refer to Attachment D: Billing Statement Sample.</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: Select Rehab will provide a Trend Tracking Report which can identify Utilization by Discipline and can be customized to include reporting on members receiving services, services provided and patient progress. Please refer to Attachment E: Sample Trend Report.</p> <p>As noted above, specific patient information can only be released to NDVA with a signed release from each treated patient.</p>

B. 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>It is the policy of Select Rehabilitation to consistently and fully comply with all laws and regulations pertaining to the delivery, management and consultation of therapy services to individuals that are enrolled in Medicare, Medicaid, other government-funded programs and private payer programs. As such Select diligently maintains confidentiality of patient records/medical conditions in accordance with all State and Federal laws and regulations. Please refer to Attachment F: Business Associate Agreement.</p> <p>Select Rehab is willing to utilize our BAA agreement or NDVA's agreement to ensure confidentiality of all information.</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	blanket warmer	Motorized Parallel bars
Alter G, Treadmill	shoulder ladder	2 Colorado cycles
3 Nu Steps	standing frame	wall pulley
overhead pulley	leg press	triceps press
2 mat tables (bariatric/electric)	Stimulator/ultrasound	Intellect Ultrasound combo unit
Diathermy	Wii and balance board	shoulder wheel
2 I-pads	Weights	7 T-Bars
balance balls	weighted balls	beach balls
bouncy balls	Games	2 large peg boards
mini peg board	graduated clothespin	fine motor activities
3 weighted blankets	Canes	4 walkers
gait belts	slide board	balance board
foam balance beam	bolsters & wedges (various)	balance disc
full body lift	sit to stand lift	splinting materials
graded step ladder	Mirror	ROM arc
speech resources	realistic pets	hand skate
graded squeeze balls	hand exercisers	Cones
T-bands	Thera Putty	sock aid reacher
2 oximeter	Vital sign tower	Amplifiers
TENS unit	electric skillet	Velcro (various width)
tool box tools	Blocks	foam bats
bean bags	Goniometer	Dynamometer
communication boards	step box	leg lifter
Versa Trainer		

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

Bidder Response:

Select Rehab is pleased with the extent of equipment available and we are very familiar with all of these listed above. We expect that we would use any and all of the equipment that is appropriate and lends to functional improvements. Select will ensure that all therapists will have proven competency on any specialized equipment before treating any patient. Our goal is improvement of the patient and we will use all available equipment as appropriate.

Select Rehabilitation provides skilled interventions with a functionally-based treatment approach that prepares residents for the specific activities and skill sets that they need to both successfully transition and remain in their discharge environment. Our therapists are trained in evidence-based practices which equip them to perform resident-centered techniques, focused on each client's desired functional improvements.

Therapists utilize purposeful and functional activities and interventions in order to promote health, prevent injury or disability, and sustain or restore the highest level of independence possible. Where restoration is not possible, therapists utilize compensatory techniques to improve one's ability to complete functional mobility, communication, and ADL; or adaptive techniques aimed at environmental modification and staff training for carryover. Therapists work closely with their communities to maintain and encourage the outcomes through continued research-based concepts for successful aging (e.g., from the MacArthur Foundation & Masterpiece Living).

The following list contains rehabilitation programs most typically utilized in a community; however other programs are available as required by your specific senior population:

- Fall Prevention
- Gait and Transfer Training
- Low Vision
- Therapeutic Aquatics
- Wound Care
- Positioning and Contracture Management
- Home Safety Assessment
- Dementia Management
- Cognition and Communication
- Activities of Daily Living
- Dysphagia
- Cardiopulmonary
- CVA Management
- Lower Extremity Amputation
- Lower Extremity Joint/Orthopedics
- Developing and reporting outcomes measures

3

Equipment at ENVH:

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

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

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

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

Bidder Response:

See response to Question # 2 above.

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: Select Rehab therapists will record activity and patient progress in our electronic medical records. Select will provide access on a "read-only" basis to these records to the Medical and Nursing staff. This access to medical records will be granted only if we have received consent from the patient so as to abide by patient confidentiality.</p>
5	The Contractor shall conduct weekly update meetings wherein the progress of current clients is discussed with a delegation from the respective Veterans' Home. Describe information that you would provide at the weekly meeting. We can discuss but typically discuss progress and projected d/c date as well as needs upon d/c from therapy
	<p>Bidder Response: A representative from the therapy department, typically the Program Manager, will attend care conferences and various meetings focused on resident care. The Program Manager is well prepared to discuss those residents on active caseload and to confer with physician, nursing staff, and family members to discuss progress and explain the rehabilitation plan of care.</p> <p>The Program Manager will provide comprehensive updates regarding patients' progress and status with skilled therapy services including summary of current level of function, progress toward established goals, projected discharge date, discharge plan including: transition to non-skilled services, i.e. wellness or restorative services, family communication and equipment needs. Discussion re: coordination of care as appropriate.</p>

1. **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.

Select Rehabilitation LLC
2600 Compass Road
Glenview, IL 60026
www.selectrehab.com
(877) 787-3422

Select Rehab is a privately held company, and was founded by Neal Deutsch, CEO, Anna Gardina Wolfe, President, and Michael Capstick, Executive Vice President in 1998. Mr. Deutsch has a business and accounting background and has thirty-two (32) years of experience in the health care industry. Ms. Wolfe is a Speech-Language Pathologist and has thirty (30) years of experience in long-term care and rehabilitation. Mr. Capstick is a Registered Physical Therapist with twenty (20) years of experience in long-term care and outpatient rehabilitation.

Select Rehabilitation's corporate headquarters are located in a suburb of Chicago, Illinois with regional offices and sites throughout the United States.

The name of the company has not changed since inception.

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.

Select Rehabilitation, the largest privately held therapy company in the country, was founded in 1998. Select provides comprehensive physical, occupational, and speech therapy services to patients in a variety of settings including skilled nursing centers, continuum care retirement communities (CCRCs), free standing assisted and independent living communities, acute care hospitals and outpatient centers.

As an industry leader, with a Corporate office in the Chicago area and Regional offices throughout the country, we currently employ approximately nine thousand (9,000) licensed professionals and provide therapy services to more than nine hundred (900) facilities in thirty-four (34) states plus the District of Columbia. This includes several facilities in the state of Nebraska.

As requested a Banking Reference letter can be found in **Attachment G: Financial Statement**.

In addition, as pre-requested, confidential financial statements can be found in the attached sealed envelope accompanying the completed RFP in **Attachment G: Financial Statement**.

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.

Select Rehab does not have any outstanding judgements or pending or expected litigation or other real or potential financial reversals expected.

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.

There is no Change of Ownership or control of the company anticipated 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.

Select Rehabilitation LLC
2600 Compass Road
Glenview, IL 60026
www.selectrehab.com
(877) 787-3422

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.

Select Rehabilitation currently does not have any contractual relationships with the state of Nebraska. Select Rehab did provide therapy services to Grand Island Veterans Home on an Interim basis from 10/20/14 to 09/30/15.

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 such relationship exists or has existed.

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.

Select Rehab has not had any contracts terminated for above reasons in the past seven (7) years.

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:

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.

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

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

Please refer to Attachment H: Summary Matrix for a list of projects.

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.

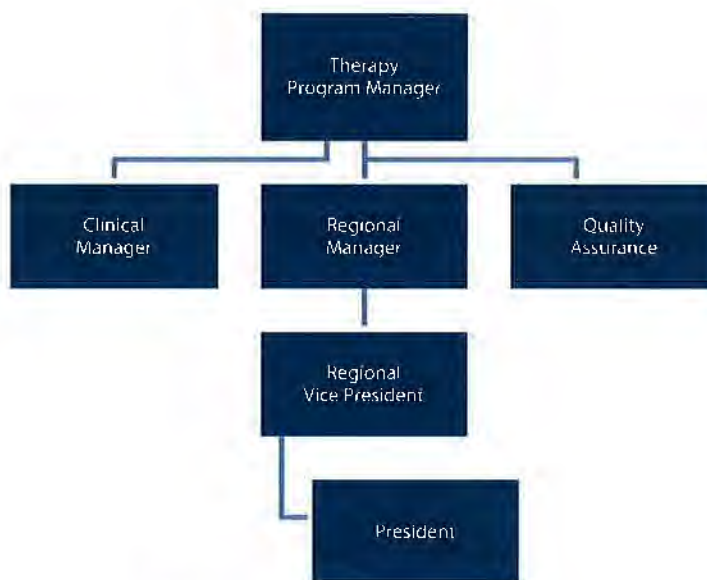
Resumes should not be longer than three (3) pages. Resumes should include, at a minimum, academic background and degrees, professional certifications, understanding of the process, and at least three (3) references (name, address, and telephone number) who can attest to the competence and skill level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

Select Rehab has a management structure consisting of a Program Manager, Regional Manager, Regional Vice President, and Owners who ensure that the residents receive the best clinical care and our clients receive maximal financial and clinical outcomes. In addition, we provide Clinical Managers to assist the Regional Managers in the clinical oversight of the delivery of care.

Program Management & Oversight

Select Rehab provides a dedicated therapy team, headed by an on-site Program Manager to serve as a facility liaison and to manage the day-to-day operations of the therapy department in conjunction with the Regional Manager. The "Select Difference" is not the positions themselves, but the difference in the distribution of management accountability and responsibilities pertaining to quality, achievement and consistency to Select Customers.

Select bases its management structure on the philosophy that the typical Program Manager is challenged in meeting all of the responsibilities that encompass quality care, financial viability and customer service.



Anna Gardina-Wolfe, President and one of the owners of Select Rehab, is a Speech-Language Pathologist with over 30 years of rehab experience in long-term care. Ms. Wolfe's primary focus has been to ensure the seamless delivery of quality therapy services for each client we serve.

Brenda Terry, Regional Vice President, is a licensed Speech-Language Pathologist, has over 20 years of healthcare experience in Senior Living and has been a member of the Select Rehab team for more than 3 years. Her focus consists of regular communication with community management along with the therapy team, making sure Select Rehab is achieving the goals of GIVH/CNVH/ENVH.

Traci Gudenrath, Regional Manager, is a licensed Speech-Language Pathologist in the state of Nebraska, with over 20 years of healthcare experience and has also been a member of the Select Rehab team for 13 years. She lives in Omaha, Nebraska and will be one of the key contacts at the community level.

Her primary daily activities include the following:

- Coordinating day-to-day activities and working closely with Administrative and Nursing staff to ensure that the rehabilitation program is meeting all the community goals and objectives.
- Reviewing Rehab RUG levels on a daily basis to ensure appropriate RUG levels are achieved and to ensure the highest quality of care is delivered to Medicare Part A, Medicare Part B and other residents.
- Verifying quarterly screenings are completed timely, evaluating staff's ability identifying and making clinical recommendations during the screening process, and making sure therapy staff are accompanying nursing staff on rounds monthly to ensure staff is addressing resident's clinical needs.
- Monitoring length of stay and closely reviewing residents' clinical progress prior to discharge from Medicare Part A to facilitate each resident achieving the highest level of function possible, and to assure that the restorative staff is appropriately trained in carry over techniques.
- Maintaining all records necessary for provision of invoicing

Select Rehab will employ a full time **Program Manager** for each Veterans Home; the Program Manager will always be a registered therapist or therapist assistant. He or she will serve as the Rehab Department Head and the point of contact for the community. He or she will be experienced and well prepared to manage the needs of Isabella County MCF, its residents, and the therapy team.

He or she is the front-line supervisor for the rehabilitation team. The Program Manager tracks visits and minutes of service for each resident and communicates the minutes to the appropriate community personnel for the MDS.

Our on-site Program Manager is also responsible for:

- Daily communication with nursing personnel regarding patient treatment and progress, designated daily meetings or one-one communications
- Overall staff supervision and management of the rehabilitation team as well as serving as the liaison with the community management
- Providing direct supervision of therapy employees in accordance with all the community's policies and completing annual evaluations for these employees
- Attending Care Conferences and other meetings, as required at no additional cost
- Assisting in the development, implementation and ongoing supervision of restorative nursing, wound care, weight loss programs, and providing training for the therapeutic activities staff, as necessary
- Maintaining all records necessary for provision of services

Please refer to Attachment I: Leadership Resumes for the resumes of both the Regional Vice President and Regional Manager. If Select is successful in our bid to provide therapy services resumes of the Program Managers hired and all other therapy staff will be available upon request.

j. 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.

Select Rehab will provide at a minimum of 1.0 FTE of each staff category above (a – f). One of these licensed therapists will be designated as the Program Manager and point of contact between the State and the Contractor's personnel as required above.

k. 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); specific tasks for each subcontractor(s); percentage of performance hours intended for each subcontract; and total percentage of subcontractor(s) performance hours.

Select Rehab has no plans to subcontract any of the therapy services required in this RFP.

2. TECHNICAL APPROACH

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

a. Understanding of the project requirements;

Select Rehabilitation provides comprehensive physical, occupational, and speech therapy services to patients in a variety of settings including skilled nursing centers, continuum care retirement communities (CCRCs), free standing assisted and independent living communities, acute care hospitals and outpatient centers. Emphasis is placed on patient focused, outcome driven services that allow each patient to achieve their greatest recovery potential and maintain quality of life.

As an industry leader, we currently employ over nine thousand (9,000) licensed professionals and provide therapy services to approximately nine hundred (900) facilities in thirty-four (34) states including several communities in Nebraska.

We have provided these services since 1998 and have retained many of our first clients to this day. We are very well versed in the complexities and requirements of communities such as GIVH/CNVH/ENVH. As noted previously Select Rehab, on request, provided interim services at Grand Island Veteran's Home between 2014 and 2015. We are very confident that we can meet and exceed the expectations of your communities.

b. Proposed development approach;

Planning and Implementation

Implementation timeline based on an October 1, 2018 service date Transition of Services and Implementation

Transition Plan

Every Select Rehabilitation plan is customized based upon the community's needs and the current situation regarding rehabilitation. A customized transition plan is developed and signed off on after an executive meeting to review the following topics:

- 1) Current Rehabilitation Providers
- 2) Staff Retention and Recruitment
- 3) Community Policies and Procedures
- 4) Resident Satisfaction/Requests
- 5) Current Technology Interfaces

Please note that the following sample of a transition plan template has been provided, but this can be customized and agreed upon by NDVA and Select Rehabilitation based upon each community's needs where services are implemented.

Please refer to the Sample Transition Timeline Chart below.

Sample Transition Timeline

Timeframe	Transition Steps	Status
65+ Days before Start Date	Agreement Negotiated and Signed	
60 Days before Start Date	Introduction and interviews with current staff (if applicable)	
80 Days before Start Date	External Recruiting Initiated	
50 Days before Start Date	Acceptance letters due from current staff (if applicable)	
Ongoing: 50 Days to Start Date	Begin interview process with qualified candidates	
40 Days before Start Date	Select and Community Meeting: Policies and Procedures, Operations and Orientation Planning	
Ongoing: 30 Days to Start Date	Software implementation, interface and schedule training	
15 Days to Start Date	Caseload review meeting	
Ongoing: 5 Days to Start Date	Final caseload and software update; Begin training and orientation of staff	
Start Date	Implementation of services	

The following individuals are directly involved with the transition process:

- Executive Vice President
- Regional Vice President
- Regional Manager
- Clinical Manager
- IT Director
- Director of Business Development
- Compliance Director
- Director of Education
- Human Resource Director

c. Contractor Requirements

As the Contractor, Select Rehab requirements are:

- A written contract between Select and GIMH/CNVH/ENVH which is legal, binding and acceptable to both parties
- A physical space in which to provide services and space to store locked patient files.
- Basic therapy equipment. (The lists provided are comprehensive and meet all requirements at present).

A professional working partnership and communication process so information, including medical orders, insurance status, progress reports etc. are transmitted appropriately and timely between Contractor and GIVN/CNVH/ENVH.

It is also necessary that the Facility provide:

- Necessary utilities
- Maintenance
- Fire alarms and suppression systems,
- Housekeeping
- Pest control
- Access to laundry facilities
- Emergency power supply
- Emergency exit signs
- Parking
- Access to all common areas including accessible lavatories by staff and non-ambulatory and semi-ambulatory individuals.

d. Business Requirements

Select will hire and manage all staff providing therapy services to GIVH/CNVH/ENVH. Each therapist must hold a professional license in good standing and also be approved and credentialed by Medicare utilizing their National Provider Identifier (NPI) number. Once services are provided Select will submit claims on behalf of the approved/credentialed therapists to Medicare and Secondary payers.

If there are members who have secondary or supplemental coverage with insurers who are not currently contracted with Select, Select will make every effort to become a part of the insurer's network and communicate with these insurers as necessary.

Members have a choice when selecting a provider for rehabilitation services and are not bound to utilize our services, rather they are in place as a convenience. If the member or the physician prefers a different rehabilitation or home health provider, we will provide a listing of local providers that can be utilized as an alternative.

e. Deliverables

Since 1998, Select Rehabilitation has administered a culture of autonomy in personal choices for residents, consistent staffing, and enhanced communication between residents, families, therapists and the communities in which we serve. Our goal is to provide a high-level service with transparency in a less bureaucratic organizational approach. The results of a culture based around quality care have allowed us to provide services that are no longer an industry standard of "staff-centered", but instead a transformation into a "resident-centered" model.

We seek more innovative and effective clinical outcomes to promote and maintain the higher quality of life for all residents to live as independently as possible. Select Rehabilitation's comprehensive information management and outcomes tracking systems are designed to track, compile, summarize and present a wide range of valuable data useful in judging the effectiveness and the efficiency of the rehabilitation program in meeting the clinical and financial needs of each community.

f. Scope of Practice.

As noted previously, Select Rehabilitation provides comprehensive physical, occupational, and speech therapy services to patients in a variety of settings including skilled nursing centers, continuum care retirement communities (CCRCs), free standing assisted and independent living communities, acute care hospitals and outpatient centers. Emphasis is placed on patient focused, outcome driven services that allow each patient to achieve their greatest recovery potential and maintain quality of life.

In order to provide award- winning clinical services today and exceed resident care needs of the future, Select Rehabilitation provides the following differentiating services and items:

- Short Term Rehabilitation Model
- Program Management Competencies
- On-Site Regional Support
- Recruitment and Retention
- Select Rehabilitation University: Orientation, On-Going Education and Community In-Services
- Resident-Centered Programs Focused on Engagement
- Resident Voice and I Care Plan Documentation
- Holistic Discharge Planning
- Integrated Therapy Management Software
- Trend Reporting
- CARE Tool & Live Clinical Outcomes
- Prevention and Compliance
- Positioning and Marketing

II. TERMS AND CONDITIONS

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

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

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

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

A. GENERAL

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

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

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

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:
AGW			

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:
AGW			

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:
AGW			

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:
AGW			

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:
Abw			

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:
Abw			

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:
Abw			

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:
AGW			

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:
AGW			

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:
abw			

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:
abw			

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:
abw			

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 (j)(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:
abw			

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:
abw			

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

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

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

III. CONTRACTOR DUTIES

A. INDEPENDENT CONTRACTOR / OBLIGATIONS

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

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:
abw			

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:
abw			

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:
akw			

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:
akw			

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:
akw			

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

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

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

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

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

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

3. EVIDENCE OF COVERAGE

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

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

Eastern Nebraska Veterans' Home
Business Office
12505 S 40th 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:
akw			

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:
akw			

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:
abw			

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:
abw			

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:
abw			

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:
agw			

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

O. DRUG POLICY

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

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

IV. PAYMENT

A. PROHIBITION AGAINST ADVANCE PAYMENT (Statutory)

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

B. TAXES (Statutory)

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

C. INVOICES

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

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

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

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

D. INSPECTION AND APPROVAL

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

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:
abw			

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:
abw			

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

H. RIGHT TO AUDIT (First Paragraph is Statutory)

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

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

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

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

Form A
Bidder Contact Sheet
Request for Proposal Number 5862 Z1

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

Preparation of Response Contact Information	
Bidder Name:	Select Rehabilitation, LLC
Bidder Address:	2600 Compass Rd Glenview, IL 60026
Contact Person & Title:	Anna Gardina Wolfe, President
E-mail Address:	awolfe@selectrehab.com
Telephone Number (Office):	847.441.5593
Telephone Number (Cellular):	847.612.1545
Fax Number:	847.821.0764

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

Communication with the State Contact Information	
Bidder Name:	Select Rehabilitation LLC
Bidder Address:	2600 Compass Rd Glenview, IL 60026
Contact Person & Title:	Michael Calogero, Director
E-mail Address:	mcalogero@selectrehab.com
Telephone Number (Office):	847.441.5593
Telephone Number (Cellular):	773.259.0700
Fax Number:	847.821.0764

Form B
Notification of Intent to Attend Pre-Proposal Conference
Request for Proposal Number 5862 Z1

Bidder Name:	Select Rehabilitation LLC
Bidder Address:	2600 Compass Rd, Glenview IL, 60026
Contact Person:	Michael Calogero
E-mail Address:	mcalogero@selectrehab.com
Telephone Number:	773. 259. 0700
Fax Number:	847. 386. 5170
Number of Attendees:	2

The "Notification of Intent to Attend Pre-Proposal Conference" form should be submitted to the State Purchasing Bureau via e-mail (as.materielpurchasing@nebraska.gov), hand delivered or US Mail by the date shown in the Schedule of Events.

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:	Select Rehabilitation LLC
COMPLETE ADDRESS:	2600 Compass Rd, Glenview IL 60026
TELEPHONE NUMBER:	847.441.5593
FAX NUMBER:	847.386.5170
DATE:	7/25/18
SIGNATURE:	Anna Gardina Wolfe
TYPED NAME & TITLE OF SIGNER:	Anna Gardina Wolfe, President

Attachment A

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

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

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

	MANDATORY REQUIREMENTS	Y/N
1	Provide documentation verifying that all professionals provided by Contractor to perform services successfully completed the following: Abuse and neglect training.	Y AGW
2	Annual influenza immunization i. Immunization may be available at NDVA Facility upon request. ii. Professionals who have not received this immunization must wear NDVA provided mask while on NDVA grounds.	Y AGW
3	Background checks. i. Provide documentation verifying that all professionals provided by Contractor to perform services are not on Sex Offender, Nebraska APS/CPS Registries and have no felony convictions. Contractor will continue to monitor and periodically perform registry checks of professional staff assigned to perform services for NDVA, and any changes regarding the status of any of the professional must be reported to NDVA immediately upon discovery. The documentation required under this section shall be provided to the NDVA facility(s) where the professional will be performing services.	Y AGW
4	Competency testing.	Y AGW
5	Drug testing.	Y AGW
6	HIPAA training.	Y AGW
7	Mental capacity letter.	Y AGW
8	Current valid Photo Identification.	Y AGW

9	Tuberculosis testing. The above documentation required under this section shall be provided to each NDVA facility where the professional will be performing services and will be kept on file at NDVA for future reference. Contractor will continue to monitor and, at a minimum once annually, perform checks and training of professional staff assigned to perform services for NDVA. Any changes regarding the status of any professional must be reported to NDVA immediately upon discovery.	Y	AGW
10	Each professional provided by Contractor to perform services for NDVA shall: Hold, at all times during the term of the contract, any and all licensing, certification and/or accreditation required to perform the services;	Y	AGW
11	Each professional provided by Contractor to perform services for NDVA shall: Be at all times competent and adequately trained to provide the professional services set forth in Section V of the RFP.	Y	AGW
12	Each professional provided by Contractor to perform services for NDVA shall: Review and will adhere to all applicable policies and procedures (available upon request) of the NDVA facility(ies) where the professional will perform services;	Y	AGW
13	Each professional provided by Contractor to perform services for NDVA shall: Review and will adhere to all security and administrative requirements (available upon request) of the NDVA facility(ies) where the professionals will perform services, including, without limitation, wearing a designated identification badge above the waist and in a manner easily visible to facility staff and members at all times while working in the facility;	Y	AGW
14	Each professional provided by Contractor to perform services for NDVA shall: Perform the services in compliance with all applicable federal, state and local statutes, rules, regulations, accreditation standards, and applicable standards of other professional organizations.	Y	AGW
15	Company will ensure that all individuals providing services under this contract hold an active Nebraska credential under the Uniform Credentialing Act and only provide services within their scope of practice. NDVA shall not pay for any services performed by an individual who is not credentialed at the time of service.	Y	AGW
16	Contractor will provide each NDVA facility with a monthly utilization report to track member use of the services provided by Contractor at each facility. The report shall include at least the following information: (a) a listing of all members at each facility assigned to receive services, (b) data identifying each member's attendance, and (c) the status of each member's performance or completion of the services.	Y	AGW
17	Pay a monthly space rental fee of \$2,500 to GIVH/CNVH for rental of an area that is approximately 3704 square feet for the term of the contract including any renewals or extensions. Rental fee is due by the first of each month to be received no later than the 10 th of the month. Interest will accrue at the rate of 1.5% if not paid within thirty (30) days. Facility will provide maintenance, upkeep, pest control services, cleaning minimum of five (5) times per week and the linens will be checked daily, Monday – Friday including removal and replenishing, for the rehab space. Room and space are subject to change.	Y	Select Rehab follows CMS guidelines and agrees to the rental fees as long as they fall within Fair Market Value. AGW
18	Pay a monthly space rental fee of \$582.17 to ENVH for rental of an area that is approximately 499 square feet for the term of the contract including any renewals or extensions. Rental fee is due by the first of each month to be received no later than the 10 th of the month. Interest will accrue at the rate of 1.5% if not paid within thirty (30) days. Facility will provide maintenance, upkeep, pest control services, cleaning minimum of five (5) times per week and the linens will be checked daily, Monday – Friday including removal and replenishing, for the rehab space. Room and space are subject to change.	Y	Select Rehab follows CMS guidelines and agrees to the rental fees as long as they fall within Fair Market Value. AGW

19	Contractor shall maintain Protected Health Information (PHI) received from NDVA during the provision of services. The Contractor shall enter into a Business Associate Agreement (BAA) with NDVA as required under the Health Insurance Portability and Accountability Act (HIPAA) (See Attachment One).	Y	AGW
20	Contractor shall provide the number of hours of Therapy Services required to meet the needs of Members, between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday, which shall include Facility staff education and Facility requested meetings. Contractor shall not be required to work on weekends or holidays (as defined by NDVA policy), unless those days must be worked to meet the needs of the Members. Such situations are rare, but an example would be a Member returning from the hospital following a hip fracture in need of PT/OT services on a Saturday to begin rehab and work with staff on transfers, etc. Will your company agree to these requirements?	Y	AGW
21	Contractor will provide documentation of the services provided regarding the GIVH/CNVH/ENVH Members to the Medical and Nursing staff via the established electronic medical record system that the Veterans' Homes are using.	Y	AGW
22	Contractor shall provide the following services, upon direction of the facility, which will include, but are not limited to: Development of an in-house exercise program. Incontinence Rehabilitation. Balance and Mobility Program. Electric mobility and wheelchair clinic. Review of therapy equipment and supply recommendations. The Contractor shall work with the VA on acquisition of appropriate equipment to be used by Veteran Members. Completion of evaluation on new admissions and upon notification of a decline in condition, as needed. Complete assessments within twenty-four (24) hours of a referral by GIVH/CNVH/ENVH or sooner as ordered by the Member's Personal Health Care Provider. Contractor shall do the billing of Medicare Part B and co-insurance without cost of those billable services to GIVH/CNVH/ENVH. Contractor shall provide appropriate documentation to meet Medicare guidelines and shall provide their own clerical services. Contractor shall provide one (1) in-service training per year, per discipline for GIVH/CNVH/ENVH staff. Contractor shall contact the member or Power of Attorney/Guardian regarding therapy services and shall receive approval for services rendered. Please respond as to how you will meet each of these requirements.	Y	AGW
23	Contractor will ensure that any of the Contractor professionals who do not adhere to NDVA's guidelines are no longer assigned to perform services at NDVA facilities.	Y	AGW
24	Provide 24-hour advance notice of a cancellation of a visit to perform services for a member to the NDVA facility where services were scheduled to be performed.	Y	AGW



Restorative Manual

Attachment A



Restorative Nursing Manual

Table of Contents

1. Philosophy and Organizational Structure, Policy and Procedure, Program Overview
2. Introduction to Rehabilitation/Restorative Nursing
3. The Rehabilitation Team
4. Range of Motion
5. Splint and Brace Care
6. Bed Mobility and Transfers
7. Activities of Daily Living
8. Eating and Swallowing
9. Amputation and Prosthesis
10. Communication Strategies
11. Ambulation Training
12. Bladder and Bowel Continence
13. Documentation
14. Program Quality Assurance Review, Improvement Plan, Annual Review/Position Description, Program Referral Form, Competency Assessments, References



Sample Invoice

Attachment B



Sample Invoice Optima

Invoice

Select Rehabilitation, Inc.

2600 Compass Road
Glenview, IL 60026

Date	Number
02/07/2017	P98765

Service Dates
01/01/2017 - 01/31/2017

Sample Nursing & Rehab
Facility
123 Sesame St
Anywhere, USA 45678

Remittance Address:
Select Rehabilitation, Inc.
P.O. Box 809056
Chicago, IL 60680-9056

Description	Quantity	Due Date	Terms
		03/09/2017	Net 30 Days
		Rate	Amount
Medicare Part A			10,341.80
OT: 48.31% \$4888.13			
PT: 46.13% \$4770.67			
ST: 5.56% \$575.00			
Medicare B - OT			21,383.19
Medicare B - PT			10,187.96
Medicare B - ST			7,070.57
Blue Cross - SNF Rate - OT			168.30
Blue Cross - SNF Rate - PT			301.95
HMO - Sub Acute - OT			2,054.25
HMO - Sub Acute - PT			1,712.70
HMO - Sub Acute - ST			1,148.40
Workers Comp - OT			408.38
Private Pay - PT			513.24
HMO Rug - OT			980.10
HMO Rug - PT			1,163.25
HMO Rug - ST			326.70
HMO Skilled Other - OT			4,966.63
HMO Skilled Other - PT			9,562.72
HMO Skilled Other - ST			2,701.13
Medicare B - OT \$224.24			
HMO Skilled Other - OT (\$224.24)			

Invoice Total \$ 74,991.27

Sample Invoice Casamba

Invoice

40458

BILLING MONTH
7/1/2016 - 7/31/2016

BILLING DATE
7/31/2016

Facility ID: 142

[REDACTED]
[REDACTED]
[REDACTED]

Total Bill \$13,930.41

	<u>Qty</u>	<u>Rate</u>	<u>Amount</u>
Medicare Part A - RHA (NR)			\$0.00
Medicare Part A - RHB (NR)			\$0.00
Medicare Part A - RHIC (NR)			\$0.00
Medicare Part A - RHL (NR)			\$0.00
Medicare Part A - RLA (NR)			\$0.00
Medicare Part A - RLB (NR)			\$0.00
Medicare Part A - RMA (NR)			\$0.00
Medicare Part A - RMB (NR)			\$0.00
Medicare Part A - RMC (NR)			\$0.00
Medicare Part A - RML (NR)			\$0.00
Medicare Part A - RMR (NR)			\$0.00
Medicare Part A - RUB (NR)	6	\$110.20	\$661.20
Medicare Part A - RUC (NR)			\$0.00
Medicare Part A - RUL (NR)			\$0.00
Medicare Part A - RVA (NR)			\$0.00
Medicare Part A - RVB (NR)	25	\$76.53	\$1,913.25
Medicare Part A - RVC (NR)	1	\$76.53	\$76.53
Medicare Part A - RVL (NR)			\$0.00
Medicare Part A - Non-Rehab (NR)			\$0.00
Total 32			\$2,650.98
Medicare Part B - OT (CPT)	107		\$2,437.03
Medicare Part B - PT (CPT)	286		\$6,279.08
Medicare Part B - ST (CPT)	36		\$2,541.68
Total 429			\$11,254.59
Other - OT (CPT)	1		\$24.84
Other - PT (CPT)			\$0.00
Other - ST (CPT)			\$0.00
Total 1			\$24.84

Select Rehabilitation P.O. Box 809056 Chicago, IL 60680-9056

Page 1 of 13

Run Date: Monday, August 1, 2016

Sample Invoice Casamba



07/01/2016 - 07/31/2016



Make Check payable to:

Select Rehabilitation
P.O. Box 809056
Chicago, IL 60680-9056

Total Bill

\$13,930.41

Sample Invoice Casamba



07/01/2016 - 07/31/2016

Breakdown

BILLING MONTH

Facility ID: 142

7/1/2016 - 7/31/2016

Medicare Part A

<u>Discipline</u>	<u>Delivered Minutes</u>	<u>%</u>	<u>Amount</u>
OT	842	35.56	\$942.69
PT	777	32.81	\$869.79
ST	749	31.63	\$838.50
Total	2,368	100	\$2,650.98

Medicare Part B

<u>Discipline</u>	<u>Delivered Minutes</u>	<u>%</u>	<u>Amount</u>
OT	1,379	23.19	\$2,433.83
PT	3,682	61.92	\$6,279.08
ST	885	14.88	\$2,541.68
Total	5,946	100	\$11,254.59

Other

<u>Discipline</u>	<u>Delivered Minutes</u>	<u>%</u>	<u>Amount</u>
OT	15	100.00	\$24.84
PT	0.00	0.00	\$0.00
ST	0.00	0.00	\$0.00
Total	15	100	\$24.84



Compliance

Attachment C

Corporate Compliance Program

Organization-wide Initiative for Risk Prevention, Detection and Mitigation

Select Rehabilitation Corporate Compliance Program

It is the policy of Select Rehabilitation to consistently and fully comply with all laws and regulations pertaining to the delivery, management and consultation of therapy services to individuals that are enrolled in Medicare, Medicaid, other government-funded programs and private payer programs.

Purpose, Leadership and Scope

The Compliance Program is an organization-wide initiative designed to prevent, detect, correct, and eliminate violations of law. It is our commitment as a leader in the delivery management and consultation of healthcare to conduct business with honesty, integrity, and in accordance with high ethical standards.

The Company has developed a Compliance Program to be a comprehensive statement of the responsibilities and obligations of all employees regarding the provision of therapy services under Medicare, Medicaid, other government payers, and private payers.

Leadership

The Company's Board of Directors appoints the Compliance Officer. The Compliance Officer reports directly to the President and Board of Directors. The Compliance Officer is responsible for planning, implementing, and monitoring the Compliance Program, including investigating any allegations of noncompliance. As appropriate and with the agreement of the customer (community), the Compliance Officer may delegate responsibility or request assistance from other staff to conduct investigations, monitor compliance or implement corrective action. The Compliance Officer is available to assist employees and community employees with questions about the Compliance Program.

The Compliance Officer reports to the Board of Directors every six months, with direct access to the Board of Directors in interim periods as necessary. The Compliance Officer will provide summary reports of compliance activities to the Board of Directors. A Compliance Committee, appointed by the President and approved by the Board of Directors, advises the Compliance Officer and assists in the implementation of the Compliance Program. The Committee meets on at least a three-month basis. The Committee reviews reports of suspected noncompliance, may direct follow-up activity (even if not recommended by the Compliance Officer), reviews the findings of compliance investigations and recommends corrective action plans. The action plans are provided to the community for review and implementation is discussed.

Compliance

Organization-wide Initiative for Risk Prevention, Detection and Mitigation

The Select Rehabilitation Compliance Program is an organization-wide initiative designed to prevent, detect, correct and eliminate violations of policy or law. It is our commitment as a leader in the delivery of healthcare to conduct business with honesty, integrity and in accordance with high ethical standards.

Following the Seven Fundamental Elements



Compliance Program: Scope

Organization-wide Initiative for Risk Prevention, Detection and Mitigation

The following steps can be implemented with Community Employees and Community Procedures can be implemented into this Compliance Program. The typical scope of the Compliance Program includes the following elements:

- **Written policies, procedures and standards of conduct:** The Compliance Program has policies and procedures that guide employees through day-to-day operations. Employees review and understand the Compliance Program, including Compliance Policies and Procedures.
- **Compliance Officer and Compliance Committee:** As described previously, the Company has a designated Compliance Officer and Compliance Committee to implement and monitor the Compliance Program.
- **Effective training and education:** Every officer, Board of Directors member and employee (with Community approval) is required to participate in basic, annual training on the Compliance Program. New employees (with Community approval) will be provided with training on the Compliance Program as a part of orientation. Employees (with Community approval) must submit a signed statement certifying receipt of training and a copy of the Compliance Program.
- **Effective lines of communication:** Supervisors play a key role in responding to employee concerns and serve as a first line of communication. Employees may also contact the Compliance Officer to report problems and as a source for clarification on policies. Confidentiality and non-retaliation policies are in place to encourage communications. The Company communicates all concerns and issues regarding compliance to the Community following appropriate and established policies and procedures.
- **Internal monitoring and auditing:** The Compliance Officer oversees the monitoring and auditing of Company activities to ensure that compliance policies are followed. The Compliance Officer documents this ongoing monitoring, including reports of suspected noncompliance, and provides assessments to the Community.

Follow-up audits are conducted as needed to ensure that operational changes made to promote compliance have been effective.

Compliance Program: Scope

Organization-wide Initiative for Risk Prevention, Detection and Mitigation

- Enforcement of standards through stated disciplinary guidelines: Employees who violate Company policies or legal requirements are subject to disciplinary action, which will be consistently applied and enforced. All levels of employees are subject to the same type of disciplinary action when similar violations occur. This may include verbal warning, written warning, probationary monitoring, suspension, termination of employment, and restitution. Enforcement of standards through stated disciplinary guidelines are established with the Community to effectively implement appropriate procedures ensuring compliance.
- Prompt response to detected offenses and corrective action: Employees are required to report to their supervisor or to the Compliance Officer any known or suspected illegal conduct, or any activities that violate the Company's compliance policies. The Compliance Officer or other management employee will promptly investigate to determine whether a violation of law or the requirements of the Compliance Program have occurred and, if so, provide for corrective action that has been established with the Community.





Documentation Audit Process

Assessing the effectiveness of the Select Rehabilitation compliance plan is an on-going effort, requiring a continuous, documented review of the program to verify that the core elements of our corporate compliance program are met.

Select Rehabilitation, Inc. conducts regular, periodic documentation audits by internal reviewers who have expertise in Federal and State health care statutes, regulations, and program requirements. The audits focus on Medicare requirements and the specific rules and policies that have been the focus of particular attention by the Medicare Administrative Agencies, Recovery Audit Contractors and survey agencies.

These routine audits are conducted every six months or sooner based upon request. 10% of every therapist's documentation is randomly selected from the Select data base of records to ensure every therapist has their documentation reviewed on a regular basis and every document type is reviewed. These documentation audits identify compliance with established best practice standards outlined in the Select Rehabilitation Inc. written standards of documentation policies. Routine audits review the following documentation elements:

Evaluation and Plan of Care

- Timeliness and completion
- Frequency and duration
- Prognosis and rehab potential
- Previous therapy
- Medical necessity due to new condition, exacerbation of a previous condition
- Current function compared to previous function
- Short term and long term goals
- Standardized tests and measures
- Discharge plan

Prior Level of Function

- Justification for therapy services
- Discipline specific

Reason for Referral

- Referral source
- Why the patient needs therapy now
- Discipline specific

Medical Necessity

- Need for evaluation, treatment
- Frequency and duration are justified
- Goals are reasonable for patient condition
- Reasonable progress demonstrated in progress notes
- Skilled interventions are documented to support the need for skilled care
- No duplication of service occurred

Skilled Interventions

- Therapy strategies
- Cueing hierarchy
- Compensatory techniques
- Modification needs
- Adaptive equipment and training
- Assistive devices and training
- Ongoing assessment and training
- Caregiver education

ICD-10 Coding

- Medicare approved medical and treatment diagnosis codes
- Greatest specificity

CPT Coding

- Medicare approved CPT codes for therapy
- Supported by short and long term goals

Functional Limitation/G-Code Application

- Medicare requirements are followed
- Justification for G-code and modifier selected

Progress Notes

- Timeliness and completion
- Progress is clearly demonstrated for restorative therapy
- Maintenance program is justified
- Lack of progress is clarified
- Treatment plan adjusted to accommodate improved progress
- Skilled interventions are reported
- Patient response to treatment is recorded
- Functional gains are documented
- Co-signatures if required

Discharge Summaries

- Timely and complete
- Reason for discharge

- Prognosis and disposition indicated
- Summary of skilled services
- Follow up recommendations

Audit results are shared with regional managers and regional vice presidents. Variation from our best practice standard results in follow-up education and training provided by the regional manager or their designee. Corrective action plans are initiated as needed to facilitate improvement and compliance with Select standards.

When conducting a routine audit Select Quality Assurance auditors follow the process outlined below:

1. Document type audit is created based on pre-determined criteria per location stored in the audit automation program
2. Audit is worked based upon documentation entered in the rehabilitation software used by the location
3. Audit is sent for review by senior auditors prior to marking the audit complete and ready for distribution
4. Senior auditors distribute the audit results with any recommendations and educational materials needed to the regional manager and regional vice president



Documentation Training

- Comprehensive Orientation
- Rehabilitation Software Libraries
- Monthly Documentation Tip Calls
- P&P, Staff Training Portal and Intranet Resources



Audits and Re-Education

- Quarterly Audits
- Medicare Guidelines and Select Rehabilitation "Best Practice"
- Therapist Re-Education



Appeals Management

- Documentation Compilation
- Timely Submission
- Completion of all Necessary Forms
- Provide Representation and Tracking
- Indemnification

MONTHLY AUDIT RESULTS IMPROVEMENT PLAN

Facility: _____ Date: _____ Author/Title: _____

Item	Concern	Solution	Responsible Party	Due Date



Send completed plan to your Regional Manager by _____



Billing Statement Sample

Attachment D



Aged Receivables Detail Report

24-Jul-18



Site(s) of Service: SiteName
 As of Date: 07/10/2018
 Parameter(s): Fiscal Close or Today: Today (Demand); Age Limit: 180; Aging Method: Bill Date; Payer Sequence: All

		Unapplied Pre-Payments	Unbilled Charges	Current 7/18	1 - 30 6/18	31 - 60 5/18	61 - 90 4/18	91 - 120 3/18	121 - 180 2/18-1/18	Over 180 Days	Totals
Commercial Insurance											
Aetna											
	Name Claim #										
	Name Claim #										
	Name Claim #										
	Name Claim #										
BCBS											
	Name Claim #										
	Name Claim #										
	Name Claim #										
	Name Claim #										
FRP											
Managed Care Part-B											
Medicaid											
Medicare B											
Workers' Compensation											
Totals											



Sample Trend Report

Attachment E

Discipline Utilization - Medicare B

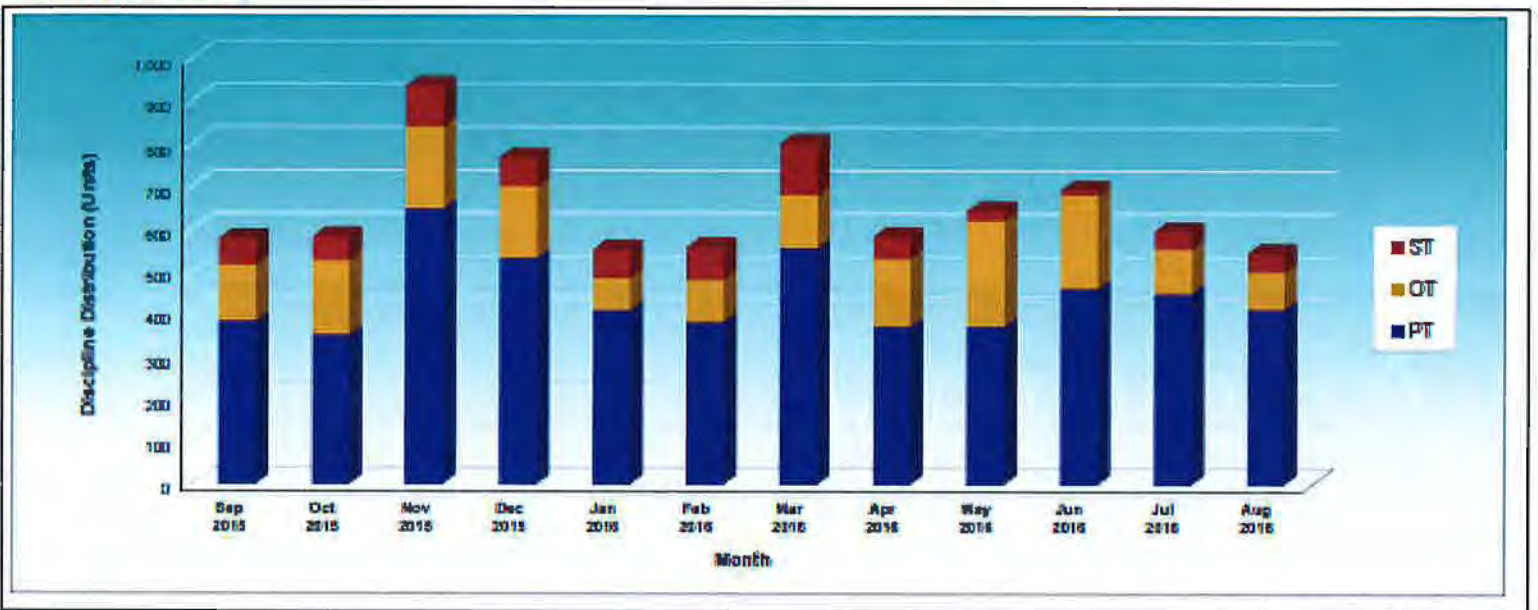
Sep 1, 2015 to Aug 31, 2016

	2015	2015	2015	2015	2015	2016	2016	2016	2016	2016	2016	2016	2016	Total
	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug		Average
# Business Days	29	29	30	26	23	20	21	22	21	21	22	21		252

Utilization Detail - Units

	2015	2015	2015	2015	2015	2016	2016	2016	2016	2016	2016	2016	2016	Total
	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug		Average
PT	385	354	649	534	412	394	558	373	374	462	451	414		5,360
OT	135	174	190	167	74	98	123	180	248	219	105	87		1,700
ST	60	55	98	69	30	79	122	53	34	14	42	47		784
Total Units	580	584	937	770	516	571	803	548	648	695	598	548		7,844
Units P/Bs. Day	29.0	25.4	46.9	38.5	25.3	28.1	38.2	26.6	30.8	33.1	27.2	26.1		31.3

Utilization Distribution





Sample BAA

Attachment F

Business Associate Agreement

This Business Associate Agreement ("BA Agreement"), effective <Start Date> ("Effective Date"), is entered into by and between Select Rehabilitation, LLC ("Business Associate") and <State of Nevada State Purchasing Bureau> ("Covered Entity" or "Facility") (each a "Party" and collectively the "Parties").

RECITALS

WHEREAS, the Parties have entered in to a Therapy Services Agreement ("Agreement") pursuant to which Business Associate is providing certain services ("Services") to the Covered Entity;

WHEREAS, in connection with the Services, Covered Entity may disclose to Business Associate certain protected health information ("PHI") that is subject to protection under applicable provisions of: (i) the Health Insurance Portability and Accountability Act of 1996, Pub. L. 104-191, as amended ("HIPAA"); (ii) the privacy standards (at 45 C.F.R. Parts 160 and 164, subparts A and E (the "Privacy Rule") and security standards (at 45 C.F.R. Parts 160 and 164, subparts A and C (the "Security Rule") adopted by the U.S. Department of Health and Human Services ("HHS"); (iii) Subtitle D of the Health Information Technology for Economic and Clinical Health Act, Pub. L. 111-5 (the "HITECH Act"), including as implemented by 45 C.F.R. part 164, subpart D (the "Breach Notification Rule") and the regulations published at 78 Fed. Reg. 5566 (Jan. 25, 2013), adopted by HHS, all as they may be amended from time to time (collectively, the "HIPAA Rules");

WHEREAS, the HIPAA Rules require that Covered Entity receive assurance that Business Associate will comply with applicable obligations under the HIPAA Rules with respect to any PHI received from or on behalf of Covered Entity in the course of providing Services to Covered Entity; and

WHEREAS, the purpose of this BA Agreement is to comply with the requirements of the HIPAA Rules.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1.1 Business Associate Relationship

The Parties acknowledge that Select Rehabilitation is a health care provider and the services rendered under the Agreement constitute Treatment services. The Parties further acknowledge that Facility is a Covered Entity as such term is defined under the HIPAA Rules (as defined below). Under 45 C.F.R. § 160.103, individuals and entities other than members of Facility's workforce who perform or assist in the performance of functions or activities on behalf of Facility that involve the Use and Disclosure of Protected Health Information are deemed "Business Associates" of Facility. The HIPAA Rules require that the relationship between Covered Entities and Business Associates include a written agreement defining the terms and conditions under which Business Associates will have access to and use of Facility's Protected Health Information. To the extent that any of the Services performed by Select Rehabilitation under this Agreement qualify as Business Associate services on behalf of Facility, the Parties agree to abide by the obligations under this BA Agreement.

1.2 Definitions

The following capitalized terms used in this Section shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Treatment, Unsecured Protected Health Information, and Use.

Specific definitions include:

- a) **Business Associate.** "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this BA Agreement, shall mean Select Rehabilitation.
- b) **Covered Entity.** "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this BA Agreement, shall mean Facility.
- c) **HIPAA Rules.** "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
- d) **Protected Health Information.** "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, however, as used in this BA Agreement, the application shall be limited to information that is created, received, transmitted or maintained by Select Rehabilitation on behalf of Facility.

1.3 Obligations and Activities of Business Associate

Business Associate agrees to:

- a) Not Use or Disclose Protected Health Information other than as permitted or required by the Agreement, this BA Agreement or as Required By Law;
- b) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic Protected Health Information, to prevent Use or Disclosure of Protected Health Information other than as provided for by the Agreement or this BA Agreement;
- c) Report to Covered Entity any Use or Disclosure of Protected Health Information not provided for by the Agreement or this BA Agreement of which it becomes aware, including Breaches of Unsecured Protected Health Information as required at 45 CFR 164.410, and any Security Incident of which it becomes aware. The Parties acknowledge and agree that this Section constitutes notice by Business Associate to Covered Entity of the ongoing occurrence of events that may constitute Security Incidents, but that are trivial, routine, do not constitute a material threat to the security of Protected Health Information, and do not result in unauthorized access to, Use or Disclosure of Protected Health Information (such as, but not limited to, typical pings and port scans), for which no additional notice to Covered Entity shall be required;

- d) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit Protected Health Information on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information;
- e) To the extent that Business Associate maintains any Protected Health Information in a Designated Record Set on behalf of Facility, Business Associate agrees to make available such Protected Health Information to the Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR 164.524; provided, however, that Business Associate shall not be required to provide such access if the Protected Health Information contained in a Designated Record Set is duplicative of the Protected Health Information maintained by Facility. If an Individual makes a request for access directly to Business Associate, or inquires about his or her rights of access, Business Associate will either forward such request to Facility or direct the Individual to Facility;
- f) To the extent that Business Associate maintains any Protected Health Information in a Designated Record Set on behalf of Facility, Business Associate agrees to coordinate with Facility in the determination of whether the requested amendment to the Protected Health Information maintained by Business Associate is acceptable. If the Parties agree to the amendment pursuant to 45 CFR 164.526, Business Associate shall make any amendment(s) to such Protected Health Information as directed by the Covered Entity, or take other measures as necessary to satisfy Covered Entity's obligations under 45 CFR 164.526. If an Individual makes a request for amendment directly to Business Associate, or inquires about his or her rights to amend, Business Associate will either forward such request to Facility or direct the Individual to Facility;
- g) Maintain and make available the information required to provide an accounting of disclosures to the Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR 164.528;
- h) To the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s); and
- i) Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

1.4 Permitted Uses and Disclosures by Business Associate

- a) Business Associate may Use or Disclose Protected Health Information as necessary to perform the services set forth in this BA Agreement. Except as otherwise limited in this BA Agreement, Business Associate may Use Protected Health Information to provide Data Aggregation for the Health Care Operations of Covered Entity; may Use, analyze or Disclose Protected Health Information in its possession for public health activities and purposes set forth in 45 C.F.R. § 164.512(b); and de-identify any Protected Health

Information provided Business Associate implements de-identification criteria as set forth in 45 C.F.R. § 164.514(b).

- b) Business Associate may Use or Disclose Protected Health Information as Required By Law.
- c) Business Associate agrees to make Uses and Disclosures and requests for Protected Health Information consistent with Covered Entity's Minimum Necessary policies and procedures.
- d) Business Associate may not Use or Disclose Protected Health Information in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity except for the specific Uses and Disclosures set forth below.
- e) Business Associate may Use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- f) Business Associate may Disclose Protected Health Information for the proper management and administration of Business Associate or to carry out the legal responsibilities of the Business Associate, provided the Disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is Disclosed that the information will remain confidential and Used or further Disclosed only As Required By Law or for the purposes for which it was Disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

1.5 Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions

- a) Covered Entity shall notify Business Associate of any limitation(s) in the notice of privacy practices of Covered Entity under 45 CFR 164.520, to the extent that such limitation may affect Business Associate's Use or Disclosure of Protected Health Information.
- b) Covered Entity shall notify Business Associate of any changes in, or revocation of, the permission by an Individual to Use or disclose his or her Protected Health Information, to the extent that such changes may affect Business Associate's Use or Disclosure of Protected Health Information.
- c) Covered Entity shall notify Business Associate of any restriction on the Use or Disclosure of Protected Health Information that Covered Entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Business Associate's Use or Disclosure of Protected Health Information.

1.6 Permissible Requests by Covered Entity

Covered Entity shall not request Business Associate to Use or Disclose Protected Health Information in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by Covered Entity, except that Business Associate may Use or Disclose Protected Health Information for Data Aggregation, or management and administration and legal responsibilities of the Business Associate as set forth above.

1.7 Termination of Agreement

a) Termination for Cause. Covered Entity may terminate this BA Agreement, if Covered Entity determines Business Associate has violated a material term of this Section, and Business Associate has not cured the breach or ended the violation within the time specified by Covered Entity. The Covered Entity will provide Business Associate with a reasonable opportunity to cure a violation or breach of this Section before termination for cause.

b) Obligations of Business Associate Upon Termination.

Upon termination of this BA Agreement for any reason, Business Associate, with respect to Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, shall:

1. Retain only that Protected Health Information necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
2. Return to Covered Entity or, if agreed to by Covered Entity, destroy the remaining Protected Health Information that the Business Associate still maintains in any form;
3. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic Protected Health Information to prevent Use or Disclosure of the Protected Health Information, other than as provided for in this Section, for as long as Business Associate retains the Protected Health Information;
4. Not Use or Disclose the Protected Health Information retained by Business Associate other than for the purposes for which such Protected Health Information was retained and subject to the same conditions set out at Section 1.4 which applied prior to termination; and
5. Return to Covered Entity or, if agreed to by Covered Entity, destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

c) Survival. The obligations of Business Associate under this Section 1.7 shall survive the termination of this BA Agreement.

1.8 Compliance with EDI Rule and other Aspects of Administrative Simplification Regulations

In the event that Business Associate engages in any Standard Transactions on behalf of Facility, Business Associate agrees that, on behalf of the Facility, it will perform the following transaction for which a standard has been developed under the EDI Rules (Standard Transactions):

Any Standard Transaction that Business Associate could reasonably be expected to perform in the ordinary course of its functions on behalf of the Facility.

To the extent applicable, Business Associate agrees that it will comply with all applicable EDI standards no later than the date that the EDI Rule becomes effective with regard to Business Associate. Business Associate further agrees that it will use its best efforts to comply with all applicable regulatory provisions in addition to the EDI Rules and the HIPAA Rules that are promulgated pursuant to the Administrative Simplification Subtitle of HIPAA, no later than the date such provisions become effective with regard to Business Associate.

1.9 Miscellaneous

- a) Regulatory References. A reference in this Section to a section in the HIPAA Rules means the section as in effect or as amended.
- b) Amendment. The Parties agree to take such action as is necessary to amend this BA Agreement from time to time as is necessary for compliance with the requirements of the HIPAA Rules, HITECH Standards and any other applicable law. The Parties may agree to amend this BA Agreement from time to time in any other respect that they deem appropriate
- c) Interpretation. Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules and HITECH Standards.
- d) Notices. All notices pertaining to this BA Agreement shall be given in writing and shall be deemed duly given when personally delivered to a Part or a Party's authorized representative as listed below or sent by means of a reputable overnight carrier, or sent by means of certified mail, return receipt requested, postage prepaid. A notice sent by certified mail shall be deemed given on the date of receipt or refusal of receipt. All notices shall be addressed to the appropriate Party as follows:

If to Covered Entity:

State of Nevada State Purchasing Bureau
1526 K St, Suite 130
Lincoln, NE 68508
ATTN:

If to Business Associate:

Select Rehabilitation, LLC
2600 Compass Road
Glenview, IL 60026
ATTN: Privacy Officer

- e) No Third Party Beneficiaries. Nothing in this BA Agreement shall be considered or construed as conferring any right or benefit on a person not party to this BA Agreement nor imposing any obligations on either Party hereto to persons not a party to this BA Agreement.
- f) No Agency. Unless the context of the relationship specifically requires otherwise, Business Associate shall not be deemed to be the common law agent of the Covered Entity.

Agreed to:

BUSINESS ASSOCIATE

COVERED ENTITY

By: _____

By: _____

Name: Anna Gardina Wolfe

Name: _____

Title: President

Title: _____

Date: _____

Date: _____

<<PROPRIETARY OR CONFIDENTIAL INFORMATION INTENTIONALLY REMOVED>>



Summary Matrix

Attachment H

Summary Matrix of Projects

Client	Time Period	Scheduled and Completion Dates	Responsibilities	Contact Person	Phone	Email	Contractor or Sub-contractor
Vetter Senior Living	2/1/12 - Present	Ongoing	Provide Physical, Occupational and Speech Therapy services to all 29 Vetter communities in NE, IA and WY.	Sherry Terry, COO	844-826-1042	sterry@vhs.com	Contractor
				Brian Stuhr, CFO	844-826-1042	fstuhr@vhs.com	Contractor
Douglas County Health Center	11/1/14 - Present	Ongoing	Provide Physical, Occupational and Speech Therapy services to 225 bed County Nursing and Rehab Center	Jean Hartnett	402-444-7000	jean.hartnett@douglascounty-ne.gov	Contractor
Wesley Life	4/1/13-Present	Ongoing	Provide Physical, Occupational and Speech Therapy services to all 16 Wesley Life communities and Home Care services in Iowa	Janet Simpson, Regional VP of Network Operations	515-271-6779	jsimpson@wesleylife.org	Contractor
Maine Veteran's Home	9/1/2008 - Present	Ongoing	Provide physical, occupational and speech therapy services to 62 beds providing long term care, short term skilled nursing care, memory care, and rehabilitation and therapy services and Respite Care as well as 28 Assisted Living residences.	Bradford Peck, Administrator	207-743-6300	bpeck@mainvets.org	Contractor



Leadership Resumes

Attachment I

Traci Gudenrath

7304 S 169th Street

Omaha, NE 68136

phone: 402 490 3433

email: tgudenrath@selectrehab.com

Education

- University of Nebraska- Lincoln
Masters in Speech Pathology, December 1998
- University of Nebraska- Kearney
Bachelor's of Science in Communication Disorders, December 1996

Professional Employment

- Regional Manager Select Rehab
September 2005 to current
 - Managed therapy services in facilities across Nebraska and Wyoming.
 - Coordinated day to day activities to insure the rehabilitation team is meeting the community's quality standards.
 - Verifying quarterly screening process is completed accurately and timely.
 - Identification and implementation of programming opportunities to complement the facility's clinical needs.
- Speech Pathologist
Alegent Health Immanuel Medical Center
Omaha, NE
January 1999-August 2005
 - Proficient in administration of Fiberoptic Endoscopic Evaluation of Swallow and Modified Barium Swallow Study.
 - Evaluated and treated swallowing, cognition, voice and speech language deficits with adults and children resulting from Dementia, Stroke, Traumatic Brain Injury, Parkinson's Disease, MS, Cancer, and other neurologic impairment.
- Rehab Visions Communication Assistant
Lancaster Manor
Lincoln, NE
January 1996-December 1998
 - Assisted Supervising Speech Language Pathologist with treatment of residents in skilled nursing environment.

Brenda Terry

1820 W. Pleasant Run Rd.
Decoto, TX 75115

(214) 502-7583 - Cell
bterry4@tx.rr.com

EXECUTIVE OPERATIONS LEADER

Accomplished operations executive with extensive financial, operations, sales/marketing, talent development, and business development expertise across a broad range of healthcare and senior living services. Broad base of executive leadership experience and expertise within start-up, rapid growth and turnaround environments. Demonstrated history as a strategic thinker, business partner and tactician developing and executing business objectives that have measurable ROI. Servant leadership style with proven ability to build and lead cross-functional and organizational teams, relating to people at all levels. Deep-seated passion for people development and patient care quality outcomes with accountability; takes hands on approach to role aligned with strategic vision. Offering experience in the following areas:

Strategic Business Planning
P&L Management
Talent Acquisition and Management
Mindful Leadership Development

Multi-Site Operations
Profitability Improvement
Rehabilitation and Wellness Innovation
Census Improvement Initiatives

Accountable Care Networks
Compliance Leadership
Marketing & Development
Project Management

PROFESSIONAL EXPERIENCE

Select Rehabilitation

Regional Vice President- Current

Leadership oversight for multi-facility partnerships throughout the senior living services industry. Maximizing rehabilitation and wellness resources to optimize patient care outcomes and reimbursement results. Training and preparation for facilities and teams in alternative payment systems and care delivery models.

Presbyterian Communities and Services 2007-2015

Chief Operating Officer 2012-2015

Oversight of Operations directing functions of the \$72 million business (2 CCRC properties — SNF, AL, IL, Memory Care, Rehabilitation) and hospice (1600 served) and palliative care services. With secured memory units (40 units), 2 ALs (125 units) -and 2 ILs (350 units), LTC (360 beds), Skilled Rehabilitation (120 ADC), provide leadership for 900-person workforce, hold P&L responsibility and report directly to President/CEO. Provide quarterly financial and operational reports to board of trustees. Direct reporting departments: Human Resources, Project Development, Compliance, Sales and Marketing, Clinical Quality, Rehabilitation Quality and Compliance, CCRC Executive Directors and Hospice Executive Director.

Key Accomplishments:

- Growth and Profitability
 - Increased skilled rehabilitation census from ADC of 50 to 125 over 3 years.
 - Increased Medicare A revenues from \$6.1M to \$14.4M over 5 years
 - increased Medicare B Therapy revenues from \$643K to \$4.3M over 5 years
 - Year over year sustained EBITDA growth, profitability and exceptional resident and staff satisfaction for largest CCRC.
- Quality and Program Implementation
 - Sustained 4 and 5 Star rated facilities throughout tenure
 - Achieved and exceeded Customer Satisfaction scores for each level of service; IL, AL, HCU and Rehab. Achieved top 10% for "Would Recommend" in service lines at both CCRCs. Achieved top 10% Customer Service Award for Inpatient Hospice 2013-2014.
 - Achieved and exceeded industry peers in employee engagement scores.
 - Development and implementation of state of the art wellness programs "Get Fit", tailored in personal training and fitness services for senior clients and residents
 - Hospice achieved Joint Commission Accreditation 2013 and 2014
- Leadership Talent Acquisition and Development
 - Selection and hiring of top organizational executives: Executive Directors, Administrators, Compliance/Risk Officer, Talent Acquisition, Sales and Marketing Director, Directors of Rehabilitation
 - Oversight in implementation of Sales and Marketing Team. Increased from 4 FTE to 12 FTE.

Brenda Terry

1620 W. Pleasant Run Rd.
Desoto, TX 75115

(214) 502-7583 - Cell
bterry4@tx.rr.com

- o 100% achievement of marketing goals in pre-sales for a 247 unit expansion project.
- o Oversight of recruitment and onboarding physician group. Increased physician relationships from 4 attendings to 25. Oversight of Physician Advisory Committee to include Internal Medicine, Psychiatry, Neurology, Hospice and Palliative Care.
- o Oversight in the reorganization and implementation of high quality dining services, hiring top executive chefs for both CCRCs.
- o Oversight of development and implementation of Leadership Development Program, "Leadership That Matters", a nine month curriculum founded on principles of self-awareness, mindfulness, attention management, conscious communication, project execution and high performance teamwork.

COO/Executive Director CCRC/Executive Director Hospice 2013-2014

As Executive Director, provided overall leadership for a CCRC and Hospice, managing functional departments of Nursing, Dining Services, Residential Sales, Healthcare Marketing, Environmental Services, Rehabilitation, Wellness, Human Resources, Physicians, Hospice and Palliative Care.

Key Accomplishments:

- Increased NOI with focus on improving revenue streams, reimbursement rates and implementing cost controls from zero based budgeting.
- Ensure organizational compliance with state and federal agencies and statutes, with significant improvement in annual inspection survey over prior year.
- Initiated significant culture change and customer satisfaction initiatives with focus on selection and hiring of executive dining services manager and upgrading of CCRC fine dining experience.
- Oversight of coordinated and documented marketing strategy with focus on census development and community relations.
- Improved recruitment, selection, and retention of healthcare employees stabilizing turnover and improving customer satisfaction scores.
- Coaching and development of site department leaders in integral leadership and self-awareness strategies to include attention management, centered awareness, conscious communication, empowered action and high performance teamwork.

Vice President of Operations 2010 - 2012

Provided leadership and oversight of patient and resident programming for CCRCs and Hospice. Responsible for budget development, quality outcomes, business partnership development, customer satisfaction, employee engagement, construction development and census development. Direct reporting departments: Project Development, Compliance, Rehabilitation, Quality and Compliance, Wellness, CCRC Executive Directors and Hospice Executive Director.

Key Accomplishments

- Turn around of post-merger under-performing upper-end CCRC property, emphasizing hospitality, streamlining services, restoring profitability and delivered sustainable EBITDA growth – from historic losses to consistent positive EBITDA since 2010.
- Improved Medicare part A per diem from \$385 to \$525
- Improved Medicaid per diem from \$121 to \$158
- Enhancement of Quality and Compliance Committees with implementation of QAPI programs for all three sites.
- Initiation of managed care and insurance contracts to support skilled census growth. ADC increase from 3 to 50 in 3 years. Expansion of Therapy department staff to 80 FTE, 90 FTE with the Wellness team
- Improved physician relations and increased number of physicians from 1 to 6 providing medical oversight and resident/patient programming
- Developed restorative & wellness program to increase elder stability and independence and increased community involvement in nursing facility and assisted living activities
- Development of Standards of Operational Excellence and Executive Decision Matrix for organization.
- Development and Implementation of Operational Financial Review systems and reporting for all organizational entities.
- Contribution to the organizational 5-year strategic plan with development of implementation of short term and long term strategies with quarterly board reporting updates

Brenda Terry

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Vice President of Rehabilitation and Wellness 2007 - 2010

Provided leadership and oversight of rehabilitation and wellness programs ensuring innovative patient and resident programming for CCRCs and Hospice. Responsible for budget development, quality outcomes, referral development, customer rehabilitation satisfaction, employee development and engagement. Direct reporting of 6 team managers with 50 therapy and wellness staff.

Key Accomplishments:

- Conversion of contract therapy services to in-house model in 2007. Six therapists team growth to 28 FTE . Elimination of agency therapy staff reducing cost from greater than \$2M annually.
- Initiation and implementation of Rehabilitation Student Programming. Now hosting greater than 80 students per year for PT, OT and SLP services.
- Established a Rehabilitation to Wellness Continuum service delivery for senior living communities
- Established community outpatient service delivery programs including partnerships for Aquatics with The Arthritis Foundation.
- Established multi-modality therapy services, including LSVT Loud and Big, Lymphedema management, ACP, Bioness, Biodex, Lite-Gait and Aquatic Therapy programs. Secured \$100,00 Grant for upgrade of rehabilitation equipment

RehabWorks 1996 - 2007

Vice President of Operations-Texas Healthsouth Rehabilitation Hospital 1990- 1992
Director Spinal Cord Injury and Pulmonary Program

EDUCATION

Bachelor of Science, Education, Baylor University

Master of Science, Communication Sciences, The University of Texas at Dallas

COMMUNITY AND PROFESSIONAL MEMBERSHIPS

- DFW Health Industry Council
- Chief Operating Officers for Multi-site Organizations (COOMO) Leading Age
- National Association of Professional Women
- Organizational Design Network, DFW
- Leading Age Texas (Board Member 2009 - 2012)
- Stagen Integral Leadership Academy
- Baylor Quality Alliance Network
- National Hospice and Palliative Care Organization
- American Speech and Hearing Association

Stagen Integral Leadership Program. (Black Belt Achievement) A year-long introspective development in three distinct dimensions of business: the individual ("I"), the team ("We"), and the organization ("It").



Thank You

for your consideration.

Select Rehabilitation, LLC

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