

STATE OF NEBRASKA SERVICE CONTRACT AMENDMENT

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

CONTRACT NUMBER
83475 04

PAGE 1 of 2	ORDER DATE 12/27/18
BUSINESS UNIT 28070001	BUYER ANNETTE WALTON (AS)
VENDOR NUMBER: 2217811	
VENDOR ADDRESS: GENESIS ELDERCARE REHABILITATION SERVICES INC DBA GENESIS REHABILITATION SERVICES PO BOX 821322 PHILADELPHIA PA 19182-1322	

THE CONTRACT PERIOD IS:

NOVEMBER 1, 2018 THROUGH OCTOBER 31, 2020

THIS SERVICE CONTRACT HAS BEEN AMENDED PER THE FOLLOWING INFORMATION:

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE VENDOR/CONTRACTOR AND THE STATE OF NEBRASKA.

Original/Bid Document 5862 Z1

Contract to supply and deliver Therapy Services for members of the Grand Island Veterans' Home (GIVH), Central Nebraska Veterans' Home (CNVH), Eastern Nebraska Veterans' Home (ENVH), and Nebraska Department of Veteran Affairs (NDVA) to the State of Nebraska as per the attached specifications for the period November 1, 2018 through October 31, 2020. The contract may be renewed for three (3) additional one (1) year periods when mutually agreeable to the vendor and the State of Nebraska.

Vendor Contact: John Price, VP - Business Development
Phone: 316-775-3100
Fax: 316-258-1228
E-Mail: John.Price@GenesisHCC.com

(10/1/18 sc)

AMENDMENT ONE (1) AS ATTACHED. (12/27/18 sc)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price	Extended Price
1	GIVH CNVH THERAPY SERVICES INITIAL CONTRACT PERIOD	200,000.0000	\$	1.0000	200,000.00
2	ENVH THERAPY SERVICES INITIAL CONTRACT PERIOD	200,000.0000	\$	1.0000	200,000.00
3	GIVH CNVH THERAPY SERVICES OPTIONAL RENEWAL 1	100,000.0000	\$	1.0000	100,000.00
4	ENVH THERAPY SERVICES	100,000.0000	\$	1.0000	100,000.00

12/19 *Annette Walton* 1-2-19
BUYER
Sherry Sanders 1/2/19
MATERIAL ADMINISTRATOR

STATE OF NEBRASKA SERVICE CONTRACT AMENDMENT

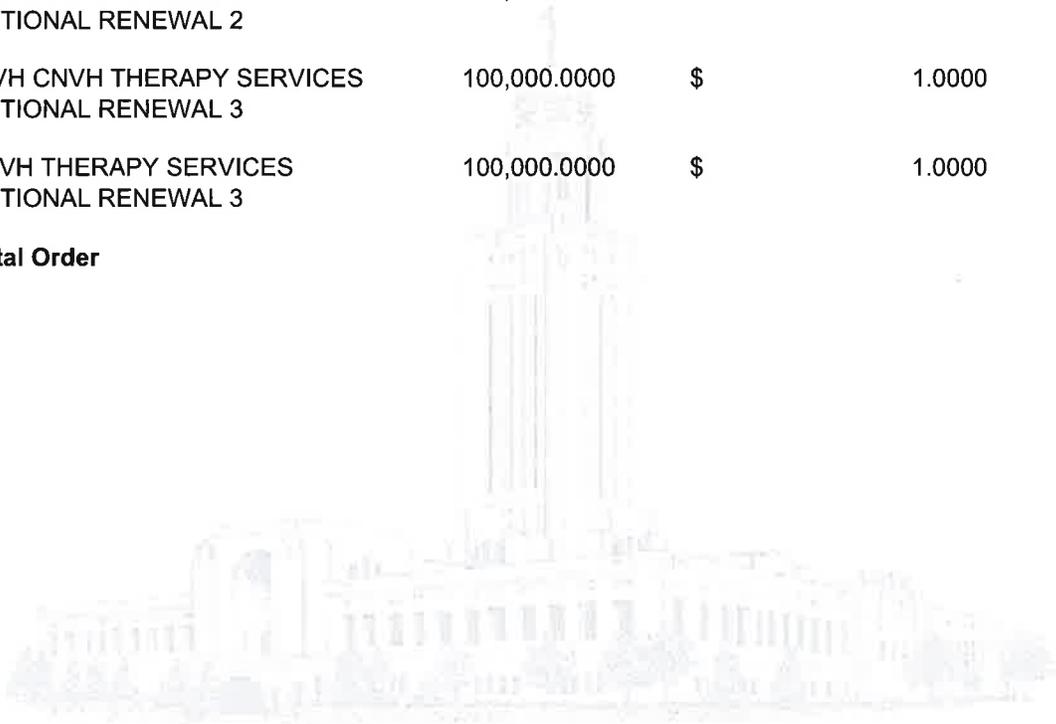
State Purchasing Bureau
 1526 K Street, Suite 130
 Lincoln, Nebraska 68508

Telephone: (402) 471-6500
 Fax: (402) 471-2089

CONTRACT NUMBER
83475 04

PAGE 2 of 2	ORDER DATE 12/27/18
BUSINESS UNIT 28070001	BUYER ANNETTE WALTON (AS)
VENDOR NUMBER: 2217811	

Line	Description	Estimated Quantity	Unit of Measure	Unit Price	Extended Price
	OPTIONAL RENEWAL 1				
5	GIVH CNVH THERAPY SERVICES OPTIONAL RENEWAL 2	100,000.0000	\$	1.0000	100,000.00
6	ENVH THERAPY SERVICES OPTIONAL RENEWAL 2	100,000.0000	\$	1.0000	100,000.00
7	GIVH CNVH THERAPY SERVICES OPTIONAL RENEWAL 3	100,000.0000	\$	1.0000	100,000.00
8	ENVH THERAPY SERVICES OPTIONAL RENEWAL 3	100,000.0000	\$	1.0000	100,000.00
	Total Order				1,000,000.00



AW
 BUYER INITIALS

AMENDMENT ONE
83475 O4
Therapy Services for the State of Nebraska
Between
The State of Nebraska and Genesis Eldercare Rehabilitation Services, LLC DBA Genesis
Rehabilitation Services

This Amendment (the "Amendment") is made by the State of Nebraska and Genesis Eldercare Rehabilitation Services, LLC DBA Genesis Rehabilitation Services, parties to Contract 83475 O4 (the "Contract"), and upon mutual agreement and other valuable consideration the parties agree to and hereby amend the contract as follows:

Effective upon execution, the address of Central Nebraska Veterans' Home is:

Central Nebraska Veterans' Home
4510 East 56th St,
Kearney, NE 68847

This amendment and any attachments hereto will become part of the Contract. Except as set forth in this Amendment, the Contract is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this amendment and the Contract or any earlier amendment, the terms of this amendment will prevail.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date of execution by both parties below.

State of Nebraska

Contractor: Genesis Eldercare Rehabilitation Services, LLC DBA Genesis Rehabilitation Services

By: 

By: 

Name: Shereese Dancy-Sanders

Name: Lou Ann Soika

Title: Material Administrator

Title: SVP

Date: 1/31/19

Date: 12/17/2018

STATE OF NEBRASKA SERVICE CONTRACT AWARD

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

CONTRACT NUMBER
83475 04

PAGE 1 of 2	ORDER DATE 10/01/18
BUSINESS UNIT 28070001	BUYER ANNETTE WALTON (AS)
VENDOR NUMBER: 2217811	
VENDOR ADDRESS: GENESIS ELDERCARE REHABILITATION SERVICES INC DBA GENESIS REHABILITATION SERVICES PO BOX 821322 PHILADELPHIA PA 19182-1322	

AN AWARD HAS BEEN MADE TO THE VENDOR/CONTRACTOR NAMED ABOVE FOR THE SERVICES AS LISTED BELOW FOR THE PERIOD:

NOVEMBER 1, 2018 THROUGH OCTOBER 31, 2020

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE VENDOR/CONTRACTOR AND THE STATE OF NEBRASKA.

Original/Bid Document 5862 Z1

Contract to supply and deliver Therapy Services for members of the Grand Island Veterans' Home (GIVH), Central Nebraska Veterans' Home (CNVH), Eastern Nebraska Veterans' Home (ENVH), and Nebraska Department of Veteran Affairs (NDVA) to the State of Nebraska as per the attached specifications for the period November 1, 2018 through October 31, 2020. The contract may be renewed for three (3) additional one (1) year periods when mutually agreeable to the vendor and the State of Nebraska.

Vendor Contact: John Price, VP - Business Development
Phone: 316-775-3100
Fax: 316-258-1228
E-Mail: John.Price@GenesisHCC.com

(10/1/18 sc)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price	Extended Price
1	GIVH CNVH THERAPY SERVICES INITIAL CONTRACT PERIOD	200,000.0000	\$	1.0000	200,000.00
2	ENVH THERAPY SERVICES INITIAL CONTRACT PERIOD	200,000.0000	\$	1.0000	200,000.00
3	GIVH CNVH THERAPY SERVICES OPTIONAL RENEWAL 1	100,000.0000	\$	1.0000	100,000.00
4	ENVH THERAPY SERVICES OPTIONAL RENEWAL 1	100,000.0000	\$	1.0000	100,000.00
5	GIVH CNVH THERAPY SERVICES OPTIONAL RENEWAL 2	100,000.0000	\$	1.0000	100,000.00
6	ENVH THERAPY SERVICES	100,000.0000	\$	1.0000	100,000.00

10/31/18
ANETTE WALTON 10/2/18
BUYER
MATERIEL ADMINISTRATOR

STATE OF NEBRASKA SERVICE CONTRACT AWARD

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

PAGE 2 of 2		ORDER DATE 10/01/18	
BUSINESS UNIT 28070001		BUYER ANNETTE WALTON (AS)	
VENDOR NUMBER: 2217811			

CONTRACT NUMBER
83475 04

Line	Description	Estimated Quantity	Unit of Measure	Unit Price	Extended Price
	OPTIONAL RENEWAL 2				
7	GIVH CNVH THERAPY SERVICES OPTIONAL RENEWAL 3	100,000.0000	\$	1.0000	100,000.00
8	ENVH THERAPY SERVICES OPTIONAL RENEWAL 3	100,000.0000	\$	1.0000	100,000.00
Total Order					1,000,000.00



AW
BUYER INITIALS

ADDENDUM ONE to Contract Award
Terms and Conditions
Contract 83475 O4 Therapy Services
Between

The State of Nebraska and Genesis Eldercare Rehabilitation Services, LLC dba Genesis Rehabilitation Services

The following clauses, Addendum One of Contract 83475 O4 have been reviewed and agreed upon Genesis Eldercare Rehabilitation Services, LLC dba Genesis Rehabilitation Services "Contractor" and the State of Nebraska "State". This addendum will become part of the contract for Therapy Services.

By signing this Addendum the Contractor guarantees compliance with the provisions stated herein, agrees to the clauses and certifies Contractor maintains a drug free work place environment.

A. GENERAL

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

Contractor and State shall identify the contract manager who shall serve as the point of contact for the executed contract. John Price, VP – Business Development will serve as contract manager.

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

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

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

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

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

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

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

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

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

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

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

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

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 (f)(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

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

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.

II. CONTRACTOR DUTIES

A. INDEPENDENT CONTRACTOR / OBLIGATIONS

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

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

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

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. State of Nebraska recognizes that Contractor must complete Federal and State paperwork in order to perform Therapy Services, and complete billing for group practice and outpatient licensure. The State will reasonably cooperate with Contractor, as requested by Contractor, or as otherwise appropriate, to facilitate Contractor's ability to provide services, and bill for such services. NDVA request 48 hour advance notice of any Federal or State questions in which we would need to provide additional information

F. OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES

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

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 a **claims-made basis**, and provide Premises/Operations, Products/Completed Operations, 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
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)	Limits consistent with Nebraska Medical Malpractice Cap
Qualification Under Nebraska Excess Fund	
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

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

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

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

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

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

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

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.

III. PAYMENT

A. PROHIBITION AGAINST ADVANCE PAYMENT (Statutory)

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

B. TAXES (Statutory)

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

C. INVOICES

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 veterau or a veteran who is not in receipt of Medicare Part B must be precapproved and coordinated in advance with the NDVA facility where the services will be performed.

D. INSPECTION AND APPROVAL

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

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

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)

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.

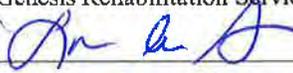
This Addendum and any attachments hereto will become part of the Contract. Except as set forth in this Addendum, the Contract is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Addendum and the Contract or any earlier Addendum, the terms of this Addendum will prevail.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

State of Nebraska

By: 
Name: David Zwart
Title: Material Administrator
Date: 10/3/18

Contractor: Genesis Eldercare Rehabilitation Services, LLC
dba Genesis Rehabilitation Services

By: 
Name: Lou Ann Soika
Title: SVP
Date: 9/25/2018

For public information purposes only; not part of contract.

**Request for Proposal Number 5862 Z1
Contract Number 83475 O4
Proposal Opening: August 8, 2018**

In accordance with Nebraska Revised Statutes §84.712.05(3), the following material(s) has not been included due to it being marked proprietary.

Select Rehabilitation, LLC.

1. Financial Statements

Benchmark Therapies, Inc.

2. None

Genesis Eldercare Rehabilitation Services, LLC.

3. None

Attachment A

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

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

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

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

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

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



Proposal for Therapy Services RFP 5862 Z1

Prepared By:

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

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



Table of Contents

Form A- Bidder Contact Sheet

Terms and Conditions

Contractor Duties

Payment

Project Description and Scope of Work

- a. Project Overview
- b. Project Environment
- c. Contractor Requirements
- d. Business Requirements
- e. Scope of Practice
- f. Optional Services
- g. Deliverables

Request for Proposal for Contractual Services Form

Corporate Overview

Technical Approach

Attachments:

- A. Certificate of Liability Insurance
- B. Employment Policies and Procedures
 - a. GRSHR 200 – Background Investigations
 - b. GRSHR 214- Pre-Employment Criteria
 - c. GRSHR 221 – Temporary Agency Background Checks
- C. Staff Resumes
- D. 10K Report

**FORM A Bidder
Contact Sheet**

Conditions

Duties

and Scope of Work

Contractual Form

Overview

Approach

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

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

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

er
Contract sheet

Terms and
Conditions

Duties

and Scope of work

Contractual form

Overview

Approach

I. TERMS AND CONDITIONS

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

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

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

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

A. GENERAL

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

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

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

These documents constitute the entirety of the contract.

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

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

B. NOTIFICATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
			John Price, VP – Business Development, will serve as contract manager.

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

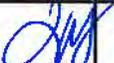
Communications regarding the executed contract shall be in writing and shall be deemed to have been given if delivered personally or mailed, by U.S. Mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth below, or at such other addresses as may be specified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

C. GOVERNING LAW (Statutory)

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

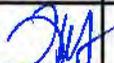
The Parties must comply with all applicable local, state and federal laws, ordinances, rules, orders, and regulations.

D. BEGINNING OF WORK

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
			As your current therapy provider, we accept this term.

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

E. CHANGE ORDERS

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

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

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

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

F. NOTICE OF POTENTIAL CONTRACTOR BREACH

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

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

G. BREACH

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

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

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

H. NON-WAIVER OF BREACH

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

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

I. SEVERABILITY

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

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

J. INDEMNIFICATION

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

1. GENERAL

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

2. INTELLECTUAL PROPERTY

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

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

3. PERSONNEL

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

4. SELF-INSURANCE

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

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

K. ATTORNEY’S FEES

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

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

L. ASSIGNMENT, SALE, OR MERGER

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

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

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

M. CONTRACTING WITH OTHER NEBRASKA POLITICAL SUB-DIVISIONS

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

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

N. FORCE MAJEURE

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

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

O. CONFIDENTIALITY

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

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

It is incumbent upon the Parties to inform their officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a (i)(1), which is made applicable by 5 U.S.C. 552a (m)(1), provides that any officer or employee, who by virtue of his/her employment or official position has possession of or access to agency records which

contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

P. LONG-TERM CARE OMBUDSMAN (Statutory)

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

Q. EARLY TERMINATION

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

The contract may be terminated as follows:

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

R. CONTRACT CLOSEOUT

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

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

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

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

Contractor

Duties

Contractor

Duties

Contractor

Duties

Contractor

II. CONTRACTOR DUTIES

A. INDEPENDENT CONTRACTOR / OBLIGATIONS

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

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

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

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

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

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

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

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

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

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

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

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

B. EMPLOYEE WORK ELIGIBILITY STATUS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
			Genesis Rehab Services is not an individual or sole proprietorship and so does not need to provide a completed United States Attestation Form.

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

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

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at <http://das.nebraska.gov/materiel/purchasing.html>

The completed United States Attestation Form should be submitted with the RFP response.
2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

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

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

D. COOPERATION WITH OTHER CONTRACTORS

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

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

E. PERMITS, REGULATIONS, LAWS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
			<p>State of Nebraska recognizes that Contractor must complete Federal and State paperwork in order to perform Therapy Services, and complete billing for group practice and outpatient licensure. The State will reasonably cooperate with Contractor, as requested by Contractor, or as otherwise appropriate, to facilitate Contractor's ability to provide services, and bill for such services.</p>

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

F. OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES

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

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

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

G. INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

1. WORKERS' COMPENSATION INSURANCE

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

2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

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

The Commercial General Liability Insurance shall be written on an occurrence basis, **(our coverage is claims-made with a retro date back to the last occurrence based policy of 6/1/2000)**, and provide Premises/Operations, Products/Completed Operations, ~~Independent Contractors~~, Personal Injury, and Contractual Liability coverage. **The policy shall include the State, and others as required by the contract documents, as Additional Insured(s). This policy shall be primary, and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory. The COI shall contain the mandatory COI liability waiver language found hereinafter.** The Commercial Automobile Liability Insurance shall be written to cover all Owned, Non-owned, and Hired vehicles.

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)	Limits consistent with Nebraska Medical Malpractice Cap
Qualification Under Nebraska Excess Fund	
All Other Professional Liability (Errors & Omissions) Do not see a claim scenario that is different from the Professional liability coverage above but if you have one we remain open to discussion	\$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." We have only blanket wording. It does not specifically name the State.	
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." We only have blanket wording. It does not specifically name the State. No primary & non-contributory language on the auto policy. Auto coverage is generally primary.	

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:
<i>JW</i>			

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

I. CONFLICT OF INTEREST

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

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

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

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

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

J. STATE PROPERTY

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

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:
<i>JK</i>			

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:
<i>JK</i>			

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

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

O. DRUG POLICY

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

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

Contact Sheet

Conditions

Duties

Payment

and Scope of Work

Consent Form

Form 11

11

III. PAYMENT

A. PROHIBITION AGAINST ADVANCE PAYMENT (Statutory)

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

B. TAXES (Statutory)

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

C. INVOICES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
			Current process is that we request approval prior to patient care or contact through email. Email is sent to designated individuals at each location. Once approval is received GRS proceeds with services to member.

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

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

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

D. INSPECTION AND APPROVAL

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

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

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

E. PAYMENT

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

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

F. LATE PAYMENT (Statutory)

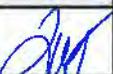
The Contractor may charge the responsible agency interest for late payment in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2401 through 81-2408).

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

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

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

H. RIGHT TO AUDIT (First Paragraph is Statutory)

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

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

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

Contact Sheet

Conditions

Duties

**Project Description
and Scope of Work**

Contractual Form

Overview

Approach

IV. PROJECT DESCRIPTION AND SCOPE OF WORK

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

A. PROJECT OVERVIEW

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

B. PROJECT ENVIRONMENT

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

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

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

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

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

C. CONTRACTOR REQUIREMENTS

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

1	<p>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.</p> <p>Bidder Response:</p> <p>Implementation of a Restorative Nursing Program requires planning and interdisciplinary cooperation. A successful program is the result of teamwork. Combining rehabilitation and restorative helps the resident master new skills and provide more opportunities for practice and repetition. Genesis is able to screen every new admission and either pick them up for care or refer them to restorative care. We meet weekly with the Restorative Care team and in the meetings address if member care needs are being address appropriately.</p> <p>The purpose of a Functional Maintenance/Restorative Nursing Program is to utilize the skills and expertise of each discipline (Physical Therapy, Occupational Therapy, Speech Therapy, Nursing, CNA) to assist in development and implementation of a plan to assist with members aging in place. These plans address one or more of the following areas: physical, mental, and psychological functional level, and maintain that level for as long as possible. CMS recognized the importance of restorative in ensuring quality of care for our elders.</p> <p>GRS adheres to the Nebraska State regulations for restorative care recommendations. This includes refraining from use of resistive exercises. GRS therapists are well training in assisting to develop appropriate plans for member to continue to maintain their highest functional level through use of functional tasks.</p>
----------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

<p>2</p>	<p>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.</p> <p>Bidder Response:</p> <p>Genesis Rehab Services agrees to this term. Genesis Rehab Services works proactively to ensure that optimum staffing and quality skilled physical therapy services. No services are started without orders. Physical therapy evaluations are ordered by the care providers and received by the therapy department. At NDVA it is our process that we obtain consent for evaluation by the member and/or POA prior to evaluation. Information is obtained from medical chart, nursing, caregivers, and member regarding the complaint or limitation which indicated skilled services such as recent fall circumstances, new medications, acute illness. Thorough evaluation of member impairments and deficits contributing to these limitations are examined. Member education regarding areas of impairment and how these relate to their current limitation i.e. score on standardized balance test and the impact on their fall risk. PT discusses with the member and/or POA the goals for therapy and treatment options, including the recommended frequency for treatment. POA is contacted after each evaluation with the plan of care. Nursing and caregivers are contacted regarding any new recommendations after evaluation. Communication between therapist and restorative care regarding changes to programs during the duration of skilled therapy. Services include, but are not limited to application of therapeutic techniques in areas such as:</p> <table border="0"> <tr> <td>✓ Fall prevention</td> <td>✓ Balance dysfunction</td> </tr> <tr> <td>✓ Pain management</td> <td>✓ Gait training</td> </tr> <tr> <td>✓ Back injuries</td> <td>✓ Surgical aftercare</td> </tr> <tr> <td>✓ Arthritis management</td> <td>✓ Lymphedema management</td> </tr> <tr> <td>✓ Facility mobility</td> <td>✓ Community mobility</td> </tr> </table> <p>Physical therapy certifications include Lymphedema management.</p>	✓ Fall prevention	✓ Balance dysfunction	✓ Pain management	✓ Gait training	✓ Back injuries	✓ Surgical aftercare	✓ Arthritis management	✓ Lymphedema management	✓ Facility mobility	✓ Community mobility
✓ Fall prevention	✓ Balance dysfunction										
✓ Pain management	✓ Gait training										
✓ Back injuries	✓ Surgical aftercare										
✓ Arthritis management	✓ Lymphedema management										
✓ Facility mobility	✓ Community mobility										
<p>3</p>	<p>Occupational Therapy (OT) OT services shall be provided per physician orders to meet the needs of members. Contractor shall coordinate orders for specialty adaptive or assistive equipment including durable medical as needed. Please provide your process for evaluation and treatment of member-centered care.</p> <p>Bidder Response:</p> <p>Genesis Rehab Services agrees to this term. Genesis Rehab Services works proactively to ensure that optimum staffing and continuous quality of service is provided up to seven (7) days per week. Occupational therapy evaluations are ordered by the care providers and received by the therapy department. At NDVA it is our process that we obtain consent for evaluation by the member and/or POA prior to evaluation. Information is obtained from medical chart, nursing, caregivers, and member regarding the complaint or limitation which indicated skilled services i.e. recent fall circumstances, new medications, acute illness. Thorough evaluation of member impairments and deficits contributing to these limitations are examined. Member education regarding areas of impairment and how these relate to their current limitation i.e. score on standardized balance test and the impact on their fall risk. PT discusses with the member and/or POA the goals for therapy and treatment options, including the recommended frequency for treatment. POA is contacted after each evaluation with the plan of care. Nursing and caregivers are contacted regarding any new recommendations after evaluation. Communication between therapist and restorative care regarding changes to programs during the duration of skilled therapy.</p> <p>Services include, but are not limited to application of therapeutic techniques in areas such as:</p> <table border="0"> <tr> <td>✓ ADL participation</td> <td>✓ Dementia management</td> </tr> <tr> <td>✓ Seating and positioning</td> <td>✓ Low vision compensation</td> </tr> <tr> <td>✓ Pain management</td> <td>✓ Upper Extremity impairment</td> </tr> <tr> <td>✓ Falls prevention</td> <td>✓ Self feeding</td> </tr> </table> <p>One area that is a focus for the OT plans of care is positioning and obtaining appropriate seating and adaptive equipment. These devices allow members to function at their highest possible level in the least restrictive environment. The GRS Occupational Therapy staff works closely with the NDVA to follow the NDVA policy and procedures when requesting new or replacement DME.</p> <ul style="list-style-type: none"> ✓ OT staff certifications include Physical Agent modality licensure from the State of Nebraska ✓ Sensory Integration Certification ✓ Lymphedema management ✓ Dementia management 	✓ ADL participation	✓ Dementia management	✓ Seating and positioning	✓ Low vision compensation	✓ Pain management	✓ Upper Extremity impairment	✓ Falls prevention	✓ Self feeding		
✓ ADL participation	✓ Dementia management										
✓ Seating and positioning	✓ Low vision compensation										
✓ Pain management	✓ Upper Extremity impairment										
✓ Falls prevention	✓ Self feeding										

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

D. BUSINESS REQUIREMENTS

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

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

	<p>Another one of the services we can provide is our Otago Exercise Program. We can provide a User's Manual which provides descriptive exercises and an exercise log for recording activity. One of the benefits of this program is a decrease in risk for falls and improved balance, muscle strength, general fitness and general well-being.</p> <p>As the current provider for the ENVA and GIVA Genesis Rehab Services works very closely with the restorative nursing team in each location. The Director of Rehab meets weekly with the restorative nurse to review any challenges or opportunities that the team may be having. Dedicated individual training for each new restorative program for members is always included as part of the plan of care. This ensures that all restorative plans are being carried out as intended. GRS adheres to the Nebraska State regulations for restorative care recommendations. This includes refraining from use of resistive exercises. GRS therapists are well training in assisting to develop appropriate plans for member to continue to maintain their highest functional level through use of functional tasks.</p>
3	<p>Describe company policies and procedures for conducting background, criminal, and sex offender checks on all employees conducting business at the facilities and facility grounds, including frequency of registry checks.</p> <p>Provide documentation verifying that all professionals provided by Contractor to perform services are not on Sex Offender, or Nebraska APS/CPS Registries, have no felony convictions and have not been cited by the Office of the Inspector General Exclusion List. Contractor will continue to monitor and periodically perform registry checks of professional staff assigned to perform services for NDVA, and any changes regarding the status of any of the professional must be reported to NDVA immediately upon discovery. The documentation required under this section shall be provided to each of the NDVA facility(s) where the professional will be performing services.</p> <p>Bidder Response:</p> <p>We currently provide an annual attestation letter verifying all employees continue to be eligible for employment. Specific backgrounds checks can be provided during survey window if accompanied by written request. For a more descriptive overview of our policies and procedures, please see the three (3) documents within Attachment B.</p>
4	<p>Describe company policies and procedures to ensure that providers of Therapy Services are duly licensed to provide Therapy Services in the State of Nebraska and only provide services within their scope of practice.</p> <p>Bidder Response:</p> <p>Upon partnering with a client, Genesis evaluates the facility's needs to determine the staffing ratios required to most effectively manage the rehab program. Once this is complete, the recruiter for the area will pre-screen interested applicants and assemble a pool of qualified candidates for each of the needed positions which will be forwarded to the Operations Team/ Clinical Operations Area Director for interviews. Beyond the interview, candidates are put through a rigorous screening process which includes verification of professional credentials, pre-employment health survey, criminal background checks and other appropriate tests/checks as required by federal, state or local regulations.</p>
5	<p>Accept Medicare Assignment by billing both Medicare Part B and the Member's supplemental insurance.</p> <p>GIVH/CNVH/ENVH does not participate in Medicare Part A; therefore, Contractor can only bill Medicare Part B.</p> <p>Contractor will timely bill GIVH/CNVH/ENVH for all clients that are veterans that have a 70% service connection or higher and that reside in a skilled neighborhood. Please describe your current billing process for Medicare clients including timelines for each.</p> <p>Bidder Response:</p> <p>Genesis agrees to this term. We will bill Medicare Part B and member's supplemental insurance.</p>
6	<p>Explain your processes and policies on adjusting staffing levels and availability of professionals to provide each type of service (Restorative Care Plans, PT, OT, Speech Language Pathology, and Incontinence Rehabilitation) commensurate with the needs of each facility. Facility needs may change from time to time in order and to ensure that members at each NDVA facility receive timely and appropriate care.</p> <p>Bidder Response:</p> <p>Genesis works proactively to ensure that optimum staffing and continuous quality of service is provided at each community.</p> <ol style="list-style-type: none"> Holiday coverage is scheduled in advance to ensure uninterrupted treatment as well as to allow staff to plan. Gym staff typically rotates holidays to be fair. Our Directors of Rehab communicate the schedule to the Clinical Operations Area Director and to appropriate community staff.

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

	<p>Supervision/Management Support Genesis Rehab Services has a full-time dedicated Director of Rehabilitation (DOR) to each of your locations to oversee the daily operations, clinical outcomes and customer communication and coordination. Our DOR Leadership training is unique to Genesis. Genesis DORs receive 80 hours of role-based training including Enrichment, Leadership Development and Management Training.</p> <p>Director of Rehabilitation ("DOR"): ENVA DOR: Abigail Ashby, SLP-CCC, and GIVA DOR: Alicia Butterfield, PT</p> <p>The following is a list of expectations of the DOR:</p> <ul style="list-style-type: none"> ✓ Hire train and supervise all on-site rehabilitation personnel ✓ Monitor daily programs, staffing and utilization ✓ Establish and achieve revenue and expense targets ✓ Provide daily, weekly and monthly reports to customers and Genesis Rehab Services ✓ Clinical Program development ✓ Ensure attendance at patient specific care plan ✓ Direct customer care ✓ Documentation review ✓ Provide in-services to facility staff <p>The Clinical Operations Area Director (COAD): Courtney Barger, MHA, OTR/L</p> <p>The following is the List of Expectations of the COAD:</p> <ul style="list-style-type: none"> ✓ Recruit, hire, train and supervise DORs ✓ Onsite as needed and at least quarterly ✓ Monitor standard of service being delivered ✓ Review and approve strategic plans with DORs to achieve goals ✓ Conduct quarterly area staff DOR meetings ✓ Develop necessary relationships with referral and payor sources ✓ Ensure that revenue and expense targets are established and achieved ✓ Assist with the hiring and training of on-site rehabilitation personnel ✓ Ensure that customer invoices are accurate and delivered in a timely manner ✓ Provide customer service and support to the facility team ✓ Establish goals and ensure all needs are met
9	<p>Please describe how your company will ensure that all individuals providing services under this contract hold an active Nebraska credential under the Uniform Credentialing Act and only provide services within their scope of practice. NDVA shall not pay for any services performed by an individual who is not credentialed at the time of service.</p> <p>Bidder Response:</p> <p>The Genesis Recruiter for the area will pre-screen interested applicants and assemble a pool of qualified candidates for each of the needed positions which will be forwarded to the Operations Team/COAD for interviews. Beyond the interview, candidates are put through a rigorous screening process which includes verification of state-required credentials.</p> <p>COAD completes state license verifications on a routine basis to ensure valid credentialing continues.</p>
10	<p>Explain how your company plans to complete and/or provide copies of current, valid paperwork requested by an NDVA facility both initial and before expiration, including, without limitation, license certification(s), insurance certificates, facility administrative documentation, and other documentation related to the services. Contractor shall also ensure that all individuals providing services under this contract complete additional screenings that may be requested by NDVA. Contractor understands and agrees that Contractor may not be eligible to perform duties until all requested paper work has been submitted.</p> <p>Bidder Response:</p> <p>Genesis Rehab Services has a survey binder available onsite at the GIVA. This binder contains all required information for employees that could potentially be requested by surveyors. Information is reviewed by DOR on a monthly basis and updated as needed</p> <p>GRS at the ENVA has all required documentation available electronically via internal share drive. Information is reviewed by the DOR on a monthly basis and updated as needed.</p> <p>Screens at both locations are tracked on our Patient Advocacy log. This log is available for review at any time and can be requested through the DOR.</p>

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

E. SCOPE OF PRACTICE

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

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

2

Equipment at GIVH/CNVH facility, :

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

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

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

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

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

	<p>tool box tools Utilized to repair, replace, or modify AE/AD as needed.</p>	<p>blocks Used to address fine motor and coordination issues.</p>	<p>foam bats Used for coordination, core exercise, balance activities and socialization.</p>
	<p>bean bags Used for coordination, core exercise, balance activities and socialization.</p>	<p>Goniometer Utilized to measure ROM in joints.</p>	<p>Dynamometer Utilized to measure functional strength in grasping patterns.</p>
	<p>communication boards Utilized to assist with functional communication for someone who has deficits.</p>	<p>step box Utilize for neuromuscular reeducation and training to improve balance deficits and impairment.</p>	<p>leg lifter Adaptive device used to assist members in increasing mobility independence.</p>
	<p>VersaTrainer Utilize for neuromuscular reeducation and training to improve balance deficits and impairment.</p>		
<p>Please indicate how you would be able to provide services to members with the above resources.</p>			
<p>Bidder Response:</p> <p>We have provided a brief description in the table above on how we would use the listed resources. Genesis will provide the necessary office equipment required for documentation and billing for Therapy Services. Genesis Rehab Services agrees to provide the necessary staffing and resources to meet service and documentation requirements of Medicare related services.</p>			
3	<p>Equipment at ENVH: Contractor is required to provide their own office equipment and office supplies, including but not limited to: fax, computer, internet, calculator, file cabinets, paper, and Medicare forms.</p> <p>Rehabilitation equipment, presently at the ENVH facility, may be utilized by the Contractor in the treatment of Members. Therapy equipment provided by ENVH includes, but is subject to change:</p>		
	<p>6 Nu Steps This device has multiple uses such as gait training, cardiac care, and strengthening.</p>	<p>1 Omni-cycle This device has multiple uses such as multiple uses, gait training, cardiac care, and strengthening.</p>	<p>1 Treadmill This device has multiple uses such as multiple uses, gait training, cardiac care, and strengthening.</p>
	<p>Ultra sound Utilize these modalities for pain control, muscle strengthening, heating components to facilitate relaxation of muscle tissue in preparation for ROM interventions.</p>	<p>Diathermy Utilize these modalities for pain control, muscle strengthening, heating components to facilitate relaxation of muscle tissue in preparation for ROM interventions.</p>	<p>Finger dexterity things Used to address fine motor and coordination issues.</p>
	<p>Balance board Utilize for gait training and transitioning from lower level of dependence to highest level of independence with the least restrictive device.</p>	<p>Therapy mat This device allows members to be positioned for the most effective treatment.</p>	<p>Hand weights, Used for strengthening all areas of body.</p>
	<p>T-Bars Used for strengthening all areas of body.</p>	<p>Bow flex for WC This device is used for strengthening and increased ease of access.</p>	<p>Standing frame This device has multiple uses such as balance, weight bearing, and vestibular treatments.</p>

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

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

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

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

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

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

Objective tests and measures aide us in:

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

Results You Can Count On

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

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

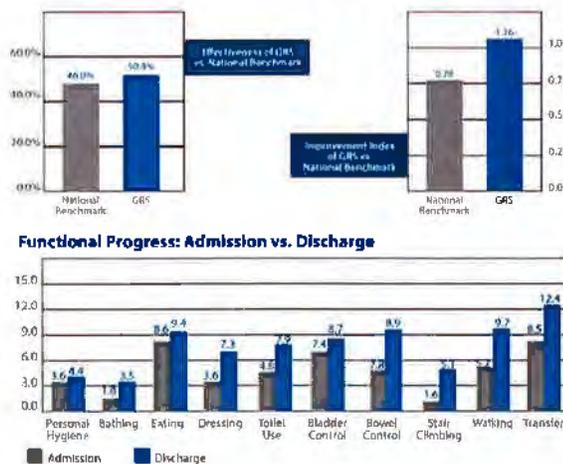


Figure 1.1

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

F. OPTIONAL SERVICES:

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

Optional services may be requested for the following facilities:

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

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

G. DELIVERABLES

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

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

Contact Sheet

Conditions

Duties

*

and Scope of Work

Contractual Form

Corporate
Overview

Approach

VI. CORPORATE OVERVIEW

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

a. **BIDDER IDENTIFICATION AND INFORMATION**

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

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

HISTORICAL OVERVIEW

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

b. FINANCIAL STATEMENTS

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

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

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

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

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

c. CHANGE OF OWNERSHIP

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

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

d. OFFICE LOCATION

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

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

e. RELATIONSHIPS WITH THE STATE

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

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

f. BIDDER'S EMPLOYEE RELATIONS TO STATE

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

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

No employee listed in the proposal was an employee of the State within the past year. Additionally, no employee of the State is employed by Genesis Rehab Services.

g. CONTRACT PERFORMANCE

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

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

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

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

h. SUMMARY OF BIDDER'S CORPORATE EXPERIENCE

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

The bidder should address the following:

- i. Provide narrative descriptions to highlight the similarities between the bidder's experience and this RFP with government and long-term care organizations. These descriptions should include:
 - a) The time period of the project;
 - b) The scheduled and actual completion dates;
 - c) The Contractor's responsibilities;
 - d) For reference purposes, a customer name (including the name of a contact person, a current telephone number, a facsimile number, and e-mail address); and
 - e) Each project description should identify whether the work was performed as the prime Contractor or as a subcontractor. If a bidder performed as the prime Contractor, the description should provide the originally scheduled completion date and budget, as well as the actual (or currently planned) completion date and actual (or currently planned) budget.
- ii. Contractor and subcontractor(s) experience should be listed separately. Narrative descriptions submitted for subcontractors should be specifically identified as subcontractor projects.
- iii. If the work was performed as a subcontractor, the narrative description should identify the same information as requested for the Contractors above. In addition, subcontractors should identify what share of contract costs, project responsibilities, and time period were performed as a subcontractor.

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

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

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

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

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

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

i. SUMMARY OF BIDDER'S PROPOSED PERSONNEL/MANAGEMENT APPROACH

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

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

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

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

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

3. Regional Clinical Director (RCD)

Jeanne Copeland (resume in Attachment C)

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

4. Regional Vice President of Operations

Carl Shrom (resume in Attachment C)

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

5. Vice President, Clinical Operations (VPCO)

Alla Onitskansky (resume in Attachment C)

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

i. **STAFFING REQUIREMENTS AND LICENSING**

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

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

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

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

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

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

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

j. **SUBCONTRACTORS**

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

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

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

Contact Sheet

Conditions

Duties

and Scope of Work

**Proposal
Contractual Form**

Overview

Approach

REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM

BIDDER MUST COMPLETE THE FOLLOWING

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

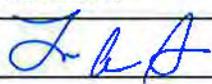
Per Nebraska's Transparency in Government Procurement Act, Neb. Rev Stat § 73-603 DAS is required to collect statistical information regarding the number of contracts awarded to Nebraska Contractors. This information is for statistical purposes only and will not be considered for contract award purposes.

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

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

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

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

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

Contact Sheet

Conditions

Duties

and scope of work

Contractual Form

Specification

**Technical
Approach**

VII. TECHNICAL APPROACH

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

a. Understanding of the project requirements;

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

b. Proposed development approach;

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

c. Contractor Requirements

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

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

d. Business Requirements

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

e. Deliverables; and

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

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

f. Scope of Practice.

Genesis agrees to provide the following clinical rehabilitation services:

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

GRSHR 200 Background Investigations

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

POLICY

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

Individuals who volunteer regularly require a background investigation.

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

PURPOSE

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

PROCESS

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

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

Refer to:

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

GRSHR 214 Pre-Employment Criteria

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

POLICY

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

PURPOSE

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

PROCESS

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

3.3.2. National Criminal Database

3.3.3. Sex Offender Registry

3.3.4. Social Security Number Validation and Deathmaster Index.

3.4. The drug screen requirement has been met.

Refer to:

- RehabCentral HR site, *New Employee Orientation*

Genesis Rehab Services® and SunDance Rehabilitation Agency

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

POLICY

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

PURPOSE

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

PROCESS

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

Attachment C

Abigail Ashby

EDUCATION:

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

PROFESSIONAL CREDENTIALS:

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

PROFESSIONAL WORK EXPERIENCE:

Genesis Rehab Services Omaha/Bellevue, NE

03/2016-Present Director of Rehab

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

Aegis Therapy

Omaha, NE

10/2013-03/2016

Therapy Coordinator/Lead SLP

10/2011-10/2013

Lead Speech-Language Pathologist

Harrison County, LA

07/2010-10/2013

Rehabilitative Program Coordinator/Lead SLP

Rehab Visions

05/2007-07/2010

Lead Speech-Language Pathologist

Omaha, NE

HCR Manor Care

08/2006-05/2007

Lead Speech-Language Pathologist

Naperville, IL

MEMBERSHIPS:

- Certified Member - American Speech-Language Pathologist
- WVSLHA

REFERENCES:

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

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

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

Alla Onitskansky, PT, MBA

EDUCATION:

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

Cleveland, OH
2017
2015

Baldwin Wallace College,
MBA

Berea, OH
May 1999

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

Cleveland, OH

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

St. Petersburg, Russia

PROFESSIONAL CREDENTIALS:

- Physical Therapy License, State of OH

PROFESSIONAL WORK EXPERIENCE:

Genesis Rehab Services

Kennett Square, PA

07/2013-Present

Vice President - Clinical Operations

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

2011 – 2015

Director Clinical Operations

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

CareOne Management

Fort Lee, NJ

2010-2010

Vice President of Rehabilitation Services

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

EnduraCare Therapy Management

Las Vegas, NV

2007-2010

Divisional Vice President

Aegls Therapies

Fort Smith, AR

2002-2007

Area Director

2002-2004

District Manager

Alla Onitskansky

Nexstep Healthcare

2001-2002

Regional Operations Manager

Wickliffe, OH

Concentra Medical Centers

1998-2001

Center Therapy Director

Wiloughby, OH

Mt. Sinal Medical Center

1996-1998

Physical Therapist

Cleveland, OH

HONORS AND AWARDS:

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

REFERENCES:

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

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

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

Alicia Butterfield

EDUCATION:

Nebraska Wesleyan University,
Bachelor of Science in Exercise Science

Lincoln, NE
July 2012

Des Moines University,
Doctor of Physical Therapy

Des Moines, IA
May 2012

PROFESSIONAL CREDENTIALS:

- Nebraska Physical Therapy License - July 2012- Present

PROFESSIONAL WORK EXPERIENCE:

GRS at Grand Island Veterans Home

Grand Island, NE

03/2016 - Present

Director of Rehab

10/2015-03/2016

Physical Therapist

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

Select Rehabilitation

Grand Island, NE

10/2014-10/2015

Physical Therapist

Key Rehabilitation

Grand Island, NE

07/2014-10/2014

Physical Therapist

Aegis Therapies

Grand Island, NE

12/2012-06/2014

Physical Therapist

Kit Carson County Health Service District

Burlington, CO

07/2012-12/2012

Physical Therapist

PROFESSIONAL ORGANIZATIONS/ AFFILIATIONS:

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

MEMBERSHIPS:

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

REFERENCES:

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

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

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

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

Carl A. Shrom

EDUCATION:

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

Glenside, PA
1992
1994

PROFESSIONAL WORK EXPERIENCE:

Genesis Rehab Services

- 01/2010-Present Regional Vice President for Territory 3 Midwest
(NE, KS, OK, AR, MO, IL, WA, OR, UT, IA, ID, MT, WY, CO, CA)
- Supervised operations for 368 SNF/ALF/CCRC communities and 3000 FTE.
 - Financial growth of \$100 million in revenue with clinical programming and patient care.
 - Supervised and lead teams of 15 Area Directors in 16 states in Midwest.
 - Account Manager for Senior Lifestyle, Vivage, EmPres, AdCare, Carriage Healthcare, and Platinum chain customers coordinating positive relationship and communications.
 - Supervised regulatory compliance and corporate integrity in 16 states.
- 10/25-12/09 Area Director T2 Area 10 Central/Eastern, PA
- Managed 24 SNF/ALF/CCRC communities and 150 FTE.
 - Financial growth of \$12 million in revenue with \$4 million in GM, average of 30% GM and 79% efficiency.
 - Coordinated 5 Area Directors across 13 centers as Genesis account manager.
 - Account Manager for PHI chain customer coordinating 5 Area Directors and 8 centers.
 - Supervised regulatory compliance and corporate integrity in area.
 - Negotiated current and new business growth for area.
- 01/2000-09/2005 Senior Program Manager T2 Area 5 Central/Eastern, PA
- Managed 8 SNF/ALF/CCRC communities and 80 FTE.
 - Successful growth of area 10 to 26 centers from 20 and zero lost business through excellent customer service.
- 01/1994-12/1999 Program Manager Lansdale, PA
- Grew the rehab program at Elm Terrace from .5 FTE to 8 FTE as manager.

MEMBERSHIPS:

- APTA

REFERENCES:

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

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

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

Courtney J. Barger, MHA OTR/L

EDUCATION:

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

PROFESSIONAL CREDENTIALS:

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

PROFESSIONAL WORK EXPERIENCE:

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

Courtney Barger

Integrated Health Systems
2001-2003

Occupational Therapist Sub-Acute Rehab

Las Vegas, NV

Red Rock Care Center
2002

Gallup, NM

Gallup McKinley County Schools
2000-2002

Occupational Therapists for special needs

Gallup, NM

Physical Therapy Specialists Clinic
1999

Manager of Hippotherapy Program

West Plains, MO

REFERENCES:

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

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

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

Jeanne M. Copeland

EDUCATION:

Kansas State University,
Masters in Speech-Language Pathology

Manhattan, KS
August 2000

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

Manhattan, KS
May 1998

PROFESSIONAL CERTIFICATIONS:

- Certified in VitalStim®

PROFESSIONAL WORK EXPERIENCE:

Genesis Rehab Services

11/2015-Present Regional Clinical Director

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

05/2011-11/2015 Speech-Language Pathologist

Summit Care

07/2010-05/2011 Speech-Language Pathologist

Meadowlark Hills Retirement Community

12/2007-07/2010 Speech-Language Pathologist

Mercy Regional Health Center

06/2004-12/2007 Speech-Language Pathologist

Twin Lakes Educational Cooperative

08/2000-05/2004 Speech-Language Pathologist

PROFESSIONAL PRESENTATIONS:

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

Jeanne Copeland

HONORS & AWARDS:

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

REFERENCES:

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

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

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

Attachment D

with the next period, and you may be required to make adjustments to the price of your stock and all other securities owned by you...

Risks Relating to Our Operations

Our operational performance, including maintenance and operations in the U.S. and global financial markets could affect our ability to obtain financing or to obtain favorable credit ratings, which could negatively impact our operations. Operating financial conditions and the cost of debt are critical to our success.

We have not and will not for the foreseeable future receive any government or institutional aid. On December 21, 2016, the total indebtedness of the Company was \$1.1 billion, net of debt extinguishment costs. A substantial amount of indebtedness could have important consequences. For example, it could:

- increase our vulnerability to adverse economic and market conditions;
- restrict our ability to obtain financing to raise capital to fund operations or to make investments, which could impede our ability to maintain the stability of our stock price or to meet working capital requirements and other operational requirements;
- limit our flexibility in planning for, or reacting to, changes in our business and the industry in which we operate;
- place us at a competitive disadvantage compared to our competitors that have less debt;
- increase the cost or limit the availability of additional financing; if needed or required, to fund future working capital, capital expenditures and other general corporate requirements; or to repay our other sources of our financing plan;
- require us to take on debt covenants and financial ratios or other financial, operating and financial flexibility; and
- limit our ability to make strategic acquisitions and develop new or expanded facilities.

If we are unable to obtain the redemptions, an application for our reorganization, or other financing, we may be forced to liquidate, or our financial condition may be weakened. In addition, we may be unable to obtain or refinance our indebtedness. The cost of our debt financing may become more expensive to us than the terms of the existing financing.

In some cases, we could become more vulnerable to the risk of a general downgrade of our credit rating. A downgrade of our credit rating could result in an increase in the cost of our debt financing, which could result in a decrease in our cash flow and a decrease in our ability to service our debt. A downgrade of our credit rating could also result in a decrease in our ability to obtain financing, which could result in a decrease in our cash flow and a decrease in our ability to service our debt.

A downgrade of our credit rating could also result in a decrease in our ability to obtain financing, which could result in a decrease in our cash flow and a decrease in our ability to service our debt. A downgrade of our credit rating could also result in a decrease in our ability to obtain financing, which could result in a decrease in our cash flow and a decrease in our ability to service our debt.

1470 - 1500

Employees' personal services, which are commensurate to the industry, could be affected by the economic downturn, which could result in increased costs and productivity issues.

The long-term success of our operations depends on our ability to attract, retain and motivate qualified personnel. The loss of key personnel could result in a decrease in our cash flow and a decrease in our ability to service our debt. The loss of key personnel could also result in a decrease in our ability to obtain financing, which could result in a decrease in our cash flow and a decrease in our ability to service our debt.

We are subject to risks related to the volatility of the price of our common stock. A decrease in the price of our common stock could result in a decrease in our cash flow and a decrease in our ability to service our debt. A decrease in the price of our common stock could also result in a decrease in our ability to obtain financing, which could result in a decrease in our cash flow and a decrease in our ability to service our debt.

Our success is dependent on the success of our operations in the U.S. and global financial markets. A decrease in the success of our operations could result in a decrease in our cash flow and a decrease in our ability to service our debt. A decrease in the success of our operations could also result in a decrease in our ability to obtain financing, which could result in a decrease in our cash flow and a decrease in our ability to service our debt.

Our success is dependent on the success of our operations in the U.S. and global financial markets. A decrease in the success of our operations could result in a decrease in our cash flow and a decrease in our ability to service our debt. A decrease in the success of our operations could also result in a decrease in our ability to obtain financing, which could result in a decrease in our cash flow and a decrease in our ability to service our debt.

We will continue to monitor the price of our common stock and the success of our operations. A decrease in the price of our common stock could result in a decrease in our cash flow and a decrease in our ability to service our debt. A decrease in the price of our common stock could also result in a decrease in our ability to obtain financing, which could result in a decrease in our cash flow and a decrease in our ability to service our debt.

Failure to maintain effective internal control over financial reporting could have an adverse effect on our ability to report our financial condition and a decrease in our stock price.

1470 - 1500

The payment of the "Net Asset of 2017" will be reported under the heading "Operating Costs" which is a non-recurring expense.

There is a risk that the price of our common stock could decrease, which could result in a decrease in our cash flow and a decrease in our ability to service our debt. A decrease in the price of our common stock could also result in a decrease in our ability to obtain financing, which could result in a decrease in our cash flow and a decrease in our ability to service our debt.

We are subject to risks related to the volatility of the price of our common stock. A decrease in the price of our common stock could result in a decrease in our cash flow and a decrease in our ability to service our debt. A decrease in the price of our common stock could also result in a decrease in our ability to obtain financing, which could result in a decrease in our cash flow and a decrease in our ability to service our debt.

Our success is dependent on the success of our operations in the U.S. and global financial markets. A decrease in the success of our operations could result in a decrease in our cash flow and a decrease in our ability to service our debt. A decrease in the success of our operations could also result in a decrease in our ability to obtain financing, which could result in a decrease in our cash flow and a decrease in our ability to service our debt.

Our success is dependent on the success of our operations in the U.S. and global financial markets. A decrease in the success of our operations could result in a decrease in our cash flow and a decrease in our ability to service our debt. A decrease in the success of our operations could also result in a decrease in our ability to obtain financing, which could result in a decrease in our cash flow and a decrease in our ability to service our debt.

We will continue to monitor the price of our common stock and the success of our operations. A decrease in the price of our common stock could result in a decrease in our cash flow and a decrease in our ability to service our debt. A decrease in the price of our common stock could also result in a decrease in our ability to obtain financing, which could result in a decrease in our cash flow and a decrease in our ability to service our debt.

Failure to maintain effective internal control over financial reporting could have an adverse effect on our ability to report our financial condition and a decrease in our stock price.

Table of Contents

Manufacturing Step 2 is the final production step for the product. It involves the assembly of the product by connecting the various components...

Key Financial Performance Indicators

EBITDA is defined as Earnings Before Interest, Taxes, Depreciation and Amortization. It is a measure of a company's operating performance...

EBITDA is defined as Earnings Before Interest, Taxes, Depreciation and Amortization. It is a measure of a company's operating performance...

EBITDA is defined as Earnings Before Interest, Taxes, Depreciation and Amortization. It is a measure of a company's operating performance...

EBITDA is defined as Earnings Before Interest, Taxes, Depreciation and Amortization. It is a measure of a company's operating performance...

EBITDA is defined as Earnings Before Interest, Taxes, Depreciation and Amortization. It is a measure of a company's operating performance...

EBITDA is defined as Earnings Before Interest, Taxes, Depreciation and Amortization. It is a measure of a company's operating performance...

EBITDA is defined as Earnings Before Interest, Taxes, Depreciation and Amortization. It is a measure of a company's operating performance...

EBITDA is defined as Earnings Before Interest, Taxes, Depreciation and Amortization. It is a measure of a company's operating performance...

EBITDA is defined as Earnings Before Interest, Taxes, Depreciation and Amortization. It is a measure of a company's operating performance...

EBITDA is defined as Earnings Before Interest, Taxes, Depreciation and Amortization. It is a measure of a company's operating performance...

EBITDA is defined as Earnings Before Interest, Taxes, Depreciation and Amortization. It is a measure of a company's operating performance...

Table of Contents

IMPACT OF REVENUES

Table with 4 columns: Item, 2016, 2015, 2014. Rows include Operating revenue, Revenue from operations, and Earnings before interest and taxes.

Table with 4 columns: Item, 2016, 2015, 2014. Rows include Earnings before interest and taxes, Interest expense, and Earnings before income taxes.

Table with 4 columns: Item, 2016, 2015, 2014. Rows include Earnings before income taxes, Income tax expense, and Earnings after income taxes.

Table with 4 columns: Item, 2016, 2015, 2014. Rows include Earnings after income taxes, Net income, and Earnings per share.

Table with 4 columns: Item, 2016, 2015, 2014. Rows include Earnings per share, Total assets, and Total liabilities.

Table with 4 columns: Item, 2016, 2015, 2014. Rows include Total assets, Total liabilities, and Total equity.

Table with 4 columns: Item, 2016, 2015, 2014. Rows include Total equity, Total debt, and Total capital.

Table of Contents
Financial Results
2015 2014

Table with 4 columns: Item, 2015, 2014, 2013. Rows include Revenue, Operating revenue, and Earnings before interest and taxes.

Table of Contents
Financial Results
2015 2014

Table with 4 columns: Item, 2015, 2014, 2013. Rows include Earnings before interest and taxes, Interest expense, and Earnings before income taxes.

Table with 4 columns: Item, 2015, 2014, 2013. Rows include Earnings before income taxes, Income tax expense, and Earnings after income taxes.

Table with 4 columns: Item, 2015, 2014, 2013. Rows include Earnings after income taxes, Net income, and Earnings per share.

Table with 4 columns: Item, 2015, 2014, 2013. Rows include Earnings per share, Total assets, and Total liabilities.

Table with 4 columns: Item, 2015, 2014, 2013. Rows include Total assets, Total liabilities, and Total equity.

Table with 4 columns: Item, 2015, 2014, 2013. Rows include Total equity, Total debt, and Total capital.

Table with 4 columns: Item, 2015, 2014, 2013. Rows include Total capital, Total debt, and Total equity.

Table with 4 columns: Item, 2015, 2014, 2013. Rows include Total debt, Total equity, and Total capital.

Table with 4 columns: Item, 2015, 2014, 2013. Rows include Total equity, Total debt, and Total capital.

Table with 4 columns: Item, 2015, 2014, 2013. Rows include Total capital, Total debt, and Total equity.

Table with 4 columns: Item, 2015, 2014, 2013. Rows include Total debt, Total equity, and Total capital.

Table with 4 columns: Item, 2015, 2014, 2013. Rows include Total equity, Total debt, and Total capital.

need to improve the ongoing production of the business unit in the face of the risks of a business unit expansion. The following table shows the operating financial performance of each of the units of the company for the periods indicated. The following table shows the operating financial performance of the business unit in the face of the risks of a business unit expansion.

The above table shows the operating financial performance of the business unit in the face of the risks of a business unit expansion. The following table shows the operating financial performance of the business unit in the face of the risks of a business unit expansion.

Although we use GAAP financial measures to measure the operating performance of our business, the use of these measures is subject to certain limitations. In particular, these measures do not reflect the value of the business unit in the face of the risks of a business unit expansion. The following table shows the operating financial performance of the business unit in the face of the risks of a business unit expansion.

The operating performance of the business unit in the face of the risks of a business unit expansion is measured by the following table. The following table shows the operating financial performance of the business unit in the face of the risks of a business unit expansion.

We use the following table to measure the operating performance of the business unit in the face of the risks of a business unit expansion. The following table shows the operating financial performance of the business unit in the face of the risks of a business unit expansion.

EBITDA and EBITDA

We use EBITDA as a non-GAAP financial measure to measure the operating performance of the business unit in the face of the risks of a business unit expansion. The following table shows the operating financial performance of the business unit in the face of the risks of a business unit expansion.

We use EBITDA as a non-GAAP financial measure to measure the operating performance of the business unit in the face of the risks of a business unit expansion. The following table shows the operating financial performance of the business unit in the face of the risks of a business unit expansion.

Adjustments to EBITDA and EBITDA

We adjust EBITDA and EBITDA to reflect the operating performance of the business unit in the face of the risks of a business unit expansion. The following table shows the operating financial performance of the business unit in the face of the risks of a business unit expansion.

respectively. In addition, such adjustments are additively applied to the adjustments to EBITDA and EBITDA provided for in the financial statement calculation set forth in the table above.

We adjust EBITDA and EBITDA for the following items:

1. The amortization of debt. We adjust EBITDA and EBITDA for the amortization of debt. The following table shows the operating financial performance of the business unit in the face of the risks of a business unit expansion.

2. Other income (loss). We adjust EBITDA and EBITDA for other income (loss). The following table shows the operating financial performance of the business unit in the face of the risks of a business unit expansion.

3. Income tax expense. We adjust EBITDA and EBITDA for income tax expense. The following table shows the operating financial performance of the business unit in the face of the risks of a business unit expansion.

4. Depreciation and amortization. We adjust EBITDA and EBITDA for depreciation and amortization. The following table shows the operating financial performance of the business unit in the face of the risks of a business unit expansion.

5. Impairment of long-term assets. We adjust EBITDA and EBITDA for impairment of long-term assets. The following table shows the operating financial performance of the business unit in the face of the risks of a business unit expansion.

6. Other adjustments. We adjust EBITDA and EBITDA for other adjustments. The following table shows the operating financial performance of the business unit in the face of the risks of a business unit expansion.

7. Other adjustments. We adjust EBITDA and EBITDA for other adjustments. The following table shows the operating financial performance of the business unit in the face of the risks of a business unit expansion.

8. Other adjustments. We adjust EBITDA and EBITDA for other adjustments. The following table shows the operating financial performance of the business unit in the face of the risks of a business unit expansion.

9. Other adjustments. We adjust EBITDA and EBITDA for other adjustments. The following table shows the operating financial performance of the business unit in the face of the risks of a business unit expansion.

10. Other adjustments. We adjust EBITDA and EBITDA for other adjustments. The following table shows the operating financial performance of the business unit in the face of the risks of a business unit expansion.

Financials

Management's discussion regarding the fair value of the business unit in the face of the risks of a business unit expansion. The following table shows the operating financial performance of the business unit in the face of the risks of a business unit expansion.

1. Operating performance. We adjust EBITDA and EBITDA for operating performance. The following table shows the operating financial performance of the business unit in the face of the risks of a business unit expansion.

2. Other adjustments. We adjust EBITDA and EBITDA for other adjustments. The following table shows the operating financial performance of the business unit in the face of the risks of a business unit expansion.

3. Other adjustments. We adjust EBITDA and EBITDA for other adjustments. The following table shows the operating financial performance of the business unit in the face of the risks of a business unit expansion.

4. Other adjustments. We adjust EBITDA and EBITDA for other adjustments. The following table shows the operating financial performance of the business unit in the face of the risks of a business unit expansion.

5. Other adjustments. We adjust EBITDA and EBITDA for other adjustments. The following table shows the operating financial performance of the business unit in the face of the risks of a business unit expansion.

6. Other adjustments. We adjust EBITDA and EBITDA for other adjustments. The following table shows the operating financial performance of the business unit in the face of the risks of a business unit expansion.

7. Other adjustments. We adjust EBITDA and EBITDA for other adjustments. The following table shows the operating financial performance of the business unit in the face of the risks of a business unit expansion.

8. Other adjustments. We adjust EBITDA and EBITDA for other adjustments. The following table shows the operating financial performance of the business unit in the face of the risks of a business unit expansion.

9. Other adjustments. We adjust EBITDA and EBITDA for other adjustments. The following table shows the operating financial performance of the business unit in the face of the risks of a business unit expansion.

10. Other adjustments. We adjust EBITDA and EBITDA for other adjustments. The following table shows the operating financial performance of the business unit in the face of the risks of a business unit expansion.

11. Other adjustments. We adjust EBITDA and EBITDA for other adjustments. The following table shows the operating financial performance of the business unit in the face of the risks of a business unit expansion.

12. Other adjustments. We adjust EBITDA and EBITDA for other adjustments. The following table shows the operating financial performance of the business unit in the face of the risks of a business unit expansion.

13. Other adjustments. We adjust EBITDA and EBITDA for other adjustments. The following table shows the operating financial performance of the business unit in the face of the risks of a business unit expansion.

14. Other adjustments. We adjust EBITDA and EBITDA for other adjustments. The following table shows the operating financial performance of the business unit in the face of the risks of a business unit expansion.

15. Other adjustments. We adjust EBITDA and EBITDA for other adjustments. The following table shows the operating financial performance of the business unit in the face of the risks of a business unit expansion.

16. Other adjustments. We adjust EBITDA and EBITDA for other adjustments. The following table shows the operating financial performance of the business unit in the face of the risks of a business unit expansion.

17. Other adjustments. We adjust EBITDA and EBITDA for other adjustments. The following table shows the operating financial performance of the business unit in the face of the risks of a business unit expansion.

18. Other adjustments. We adjust EBITDA and EBITDA for other adjustments. The following table shows the operating financial performance of the business unit in the face of the risks of a business unit expansion.

19. Other adjustments. We adjust EBITDA and EBITDA for other adjustments. The following table shows the operating financial performance of the business unit in the face of the risks of a business unit expansion.

20. Other adjustments. We adjust EBITDA and EBITDA for other adjustments. The following table shows the operating financial performance of the business unit in the face of the risks of a business unit expansion.

Financials

The following table provides information regarding EBITDA, Adjusted EBITDA, EBITDA and Adjusted EBITDA from our consolidated financial statements. The following table provides information regarding EBITDA, Adjusted EBITDA, EBITDA and Adjusted EBITDA from our consolidated financial statements.

Table with 4 columns: 2017, 2016, 2015, and 2014. Rows include EBITDA, Adjusted EBITDA, EBITDA, and Adjusted EBITDA. Values are in millions of dollars.

2017 2016 2015 2014

EBITDA 123,456 112,345 101,234 90,123

Adjusted EBITDA 112,345 101,234 90,123 80,012

EBITDA 101,234 90,123 80,012 70,901

Adjusted EBITDA 90,123 80,012 70,901 60,800

EBITDA 80,012 70,901 60,800 50,700

Adjusted EBITDA 70,901 60,800 50,700 40,600

EBITDA 60,800 50,700 40,600 30,500

Adjusted EBITDA 50,700 40,600 30,500 20,400

EBITDA 40,600 30,500 20,400 10,300

Adjusted EBITDA 30,500 20,400 10,300 0,200

EBITDA 20,400 10,300 0,200 0,100

Adjusted EBITDA 10,300 0,200 0,100 0,000

EBITDA 0,200 0,100 0,000 0,000

Table of Contents

Long-Term Assets previously discussed in Current Accounting Policies of Management's Discussion and Analysis as well as the items in the Consolidated Financial Statements

Information regarding the various periods of business risk in more recent quarters, beginning with the quarter ended December 31, 2016, is presented below. Information regarding the various periods of business risk in more recent quarters, beginning with the quarter ended December 31, 2016, is presented below.

Information regarding the various periods of business risk in more recent quarters, beginning with the quarter ended December 31, 2016, is presented below. Information regarding the various periods of business risk in more recent quarters, beginning with the quarter ended December 31, 2016, is presented below.

Other Items

The following information applies to the consolidated financial statements and related information for the reporting periods for the year ended December 31, 2016, compared with the same period in 2015.

Information regarding the various periods of business risk in more recent quarters, beginning with the quarter ended December 31, 2016, is presented below. Information regarding the various periods of business risk in more recent quarters, beginning with the quarter ended December 31, 2016, is presented below.

Information regarding the various periods of business risk in more recent quarters, beginning with the quarter ended December 31, 2016, is presented below. Information regarding the various periods of business risk in more recent quarters, beginning with the quarter ended December 31, 2016, is presented below.

Information regarding the various periods of business risk in more recent quarters, beginning with the quarter ended December 31, 2016, is presented below. Information regarding the various periods of business risk in more recent quarters, beginning with the quarter ended December 31, 2016, is presented below.

Information regarding the various periods of business risk in more recent quarters, beginning with the quarter ended December 31, 2016, is presented below. Information regarding the various periods of business risk in more recent quarters, beginning with the quarter ended December 31, 2016, is presented below.

Table of Contents

Information regarding the various periods of business risk

The following information applies to the consolidated financial statements and related information for the reporting periods for the year ended December 31, 2016, compared with the same period in 2015.

Information regarding the various periods of business risk in more recent quarters, beginning with the quarter ended December 31, 2016, is presented below. Information regarding the various periods of business risk in more recent quarters, beginning with the quarter ended December 31, 2016, is presented below.

Information regarding the various periods of business risk in more recent quarters, beginning with the quarter ended December 31, 2016, is presented below. Information regarding the various periods of business risk in more recent quarters, beginning with the quarter ended December 31, 2016, is presented below.

Information regarding the various periods of business risk in more recent quarters, beginning with the quarter ended December 31, 2016, is presented below. Information regarding the various periods of business risk in more recent quarters, beginning with the quarter ended December 31, 2016, is presented below.

Liquidity and Capital Resources

The following information applies to the consolidated financial statements and related information for the reporting periods for the year ended December 31, 2016, compared with the same period in 2015.

	Year ended December 31,		
	2016	2015	2014
Net cash provided by operating activities	\$ 48,241	\$ 4,617	\$ 10,652
Net cash used in investing activities	(112,245)	(132,184)	(55,679)
Net cash provided by financing activities	(65,265)	(218,961)	(14,138)
Net change in cash and cash equivalents	(129,269)	(346,528)	(59,165)
Free cash flow	41,113	4,407	10,181
End of period	\$ 21,408	\$ 151,437	\$ 31,142

Information regarding the various periods of business risk in more recent quarters, beginning with the quarter ended December 31, 2016, is presented below. Information regarding the various periods of business risk in more recent quarters, beginning with the quarter ended December 31, 2016, is presented below.

116 of 146

A summary of the Company's segment revenues follows:

Segment	2016		2015		2014	
	Revenue (\$ mil)	Percentage of Revenue	Revenue (\$ mil)	Percentage of Revenue	Revenue (\$ mil)	Percentage of Revenue
Revenues						
Repetitive services	\$ 4,761,117	82.4%	\$ 4,277,071	81.7%	\$ 3,824,649	81.9%
Subcontract services	\$ 1,079,956	22.5%	\$ 1,041,911	20.0%	\$ 977,649	25.5%
Maintenance and repair services	1,040,000	21.9%	940,000	18.0%	840,000	22.1%
Inspection services	2,641,161	57.6%	2,295,160	43.7%	1,987,000	52.4%
Other services	300,000	6.4%	300,000	5.7%	300,000	7.8%
Non-repetitive services	1,040,000	18.6%	940,000	18.0%	840,000	22.1%
Construction services	1,040,000	18.6%	940,000	18.0%	840,000	22.1%
Other services	—	—	—	—	—	—
Total revenues	\$ 5,801,117	100.0%	\$ 5,217,071	100.0%	\$ 4,664,649	100.0%

Table of Contents

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

Segment	2016		2015		2014	
	Revenue (\$ mil)	Percentage of Revenue	Revenue (\$ mil)	Percentage of Revenue	Revenue (\$ mil)	Percentage of Revenue
Revenues						
Repetitive services	\$ 4,761,117	82.4%	\$ 4,277,071	81.7%	\$ 3,824,649	81.9%
Subcontract services	\$ 1,079,956	22.5%	\$ 1,041,911	20.0%	\$ 977,649	25.5%
Maintenance and repair services	1,040,000	21.9%	940,000	18.0%	840,000	22.1%
Inspection services	2,641,161	57.6%	2,295,160	43.7%	1,987,000	52.4%
Other services	300,000	6.4%	300,000	5.7%	300,000	7.8%
Non-repetitive services	1,040,000	18.6%	940,000	18.0%	840,000	22.1%
Construction services	1,040,000	18.6%	940,000	18.0%	840,000	22.1%
Other services	—	—	—	—	—	—
Total revenues	\$ 5,801,117	100.0%	\$ 5,217,071	100.0%	\$ 4,664,649	100.0%

119 of 146

A summary of the Company's segment revenues follows:

Segment	2016		2015		2014	
	Revenue (\$ mil)	Percentage of Revenue	Revenue (\$ mil)	Percentage of Revenue	Revenue (\$ mil)	Percentage of Revenue
Revenues						
Repetitive services	\$ 4,761,117	82.4%	\$ 4,277,071	81.7%	\$ 3,824,649	81.9%
Subcontract services	\$ 1,079,956	22.5%	\$ 1,041,911	20.0%	\$ 977,649	25.5%
Maintenance and repair services	1,040,000	21.9%	940,000	18.0%	840,000	22.1%
Inspection services	2,641,161	57.6%	2,295,160	43.7%	1,987,000	52.4%
Other services	300,000	6.4%	300,000	5.7%	300,000	7.8%
Non-repetitive services	1,040,000	18.6%	940,000	18.0%	840,000	22.1%
Construction services	1,040,000	18.6%	940,000	18.0%	840,000	22.1%
Other services	—	—	—	—	—	—
Total revenues	\$ 5,801,117	100.0%	\$ 5,217,071	100.0%	\$ 4,664,649	100.0%

Table of Contents

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

Segment	2016		2015		2014	
	Revenue (\$ mil)	Percentage of Revenue	Revenue (\$ mil)	Percentage of Revenue	Revenue (\$ mil)	Percentage of Revenue
Revenues						
Repetitive services	\$ 4,761,117	82.4%	\$ 4,277,071	81.7%	\$ 3,824,649	81.9%
Subcontract services	\$ 1,079,956	22.5%	\$ 1,041,911	20.0%	\$ 977,649	25.5%
Maintenance and repair services	1,040,000	21.9%	940,000	18.0%	840,000	22.1%
Inspection services	2,641,161	57.6%	2,295,160	43.7%	1,987,000	52.4%
Other services	300,000	6.4%	300,000	5.7%	300,000	7.8%
Non-repetitive services	1,040,000	18.6%	940,000	18.0%	840,000	22.1%
Construction services	1,040,000	18.6%	940,000	18.0%	840,000	22.1%
Other services	—	—	—	—	—	—
Total revenues	\$ 5,801,117	100.0%	\$ 5,217,071	100.0%	\$ 4,664,649	100.0%

The Company has reclassified the following amounts to the following accounts as of December 31, 2018 and 2017:

4) Property and Equipment

The Company reclassified amounts in the following accounts as of December 31, 2018 and 2017 (in thousands):

Table with 2 columns: Account Name, December 31, 2018, December 31, 2017. Rows include Land, buildings and improvements, Office leasehold, furniture and improvements, etc.

In the year ended December 31, 2018 and 2017, the Company recorded long-lived impairment charges of \$12.2 million and \$22.9 million, respectively.

In the fourth quarter of 2018, the Company retained a production and only investment in the form of a 10% interest in the assets of the Company. The assets and liabilities of the retained interest are included in the consolidated financial statements as of December 31, 2018. See Note 7 - "Goodwill and Intangible Assets" for more information on the retained interest.

4) Intangible Assets

The changes in the carrying value of goodwill are as follows (in thousands):

Table with 2 columns: Description, 2018, 2017. Rows include Goodwill at the beginning of the period, Acquisitions, etc.

The Company has no intangible assets that are subject to amortization.

Table with 2 columns: Description, 2018, 2017. Rows include Intangible assets, Goodwill, etc.

The Company has no intangible assets that are subject to amortization.

Unaudited balance sheet data as of the end of the period as of December 31, 2018 and 2017 (in thousands):

Table with 3 columns: Description, 2018, 2017. Rows include Prepaid membership dues, net of accumulated amortization, Management contracts, etc.

Prepaid membership dues, net of accumulated amortization of \$11.7 million as of December 31, 2018 and 2017.

Table with 3 columns: Description, 2018, 2017. Rows include Management contracts, net of accumulated amortization of \$2.0 million, etc.

Management contracts, net of accumulated amortization of \$2.0 million as of December 31, 2018 and 2017.

Management contracts, net of accumulated amortization of \$2.0 million as of December 31, 2018 and 2017.

Management contracts, net of accumulated amortization of \$2.0 million as of December 31, 2018 and 2017.

Management contracts, net of accumulated amortization of \$2.0 million as of December 31, 2018 and 2017.

Management contracts, net of accumulated amortization of \$2.0 million as of December 31, 2018 and 2017.

Management contracts, net of accumulated amortization of \$2.0 million as of December 31, 2018 and 2017.

Management contracts, net of accumulated amortization of \$2.0 million as of December 31, 2018 and 2017.

Management contracts, net of accumulated amortization of \$2.0 million as of December 31, 2018 and 2017.

Management contracts, net of accumulated amortization of \$2.0 million as of December 31, 2018 and 2017.

with a value of \$1.0 million and a value of \$1.0 million. These items are included in the accompanying financial statements based on the valuation date. On December 31, 2016 and 2015, the Company had \$1.0 million and \$2.3 million, respectively, of deferred stock-based compensation expense included in other long-term liabilities on the consolidated balance sheet.

Equity Description

Class A common stock consists of a number of outstanding shares of Class A common stock owned by certain employees, officers, directors and independent contractors of the Company and its subsidiaries. These shares also represent the Company's most deferred financial obligations, including a maximum level of unvested liquidity, a maximum concentration of net assets and a maximum concentration of net assets.

On July 28, 2016, the Company entered into a memorandum of understanding with Wall Street Capital, LLC (the "Agreement") to provide for the Company's future financing needs. The Agreement provides for the Company to issue Class A common stock to the Company's future financing needs.

The Agreement provides for the Company to issue Class A common stock to the Company's future financing needs. The Agreement provides for the Company to issue Class A common stock to the Company's future financing needs.

On December 31, 2016, the Company did not meet certain financial covenants contained in the Agreement related to 2016. The Company is not in compliance with the covenants in the Agreement and the Agreement is in default. The Company is not in compliance with the covenants in the Agreement and the Agreement is in default.

The Company is not in compliance with the covenants in the Agreement and the Agreement is in default. The Company is not in compliance with the covenants in the Agreement and the Agreement is in default.

All of the Company's operations and projects to be completed within the calendar year ending March 31, 2017, are currently underway. The Company is currently in the process of completing the construction of the new plant and the construction of the new plant.

There can be no assurance that the construction of the new plant and the construction of the new plant will be completed on time. The Company is not in compliance with the covenants in the Agreement and the Agreement is in default.

13D - Director Obligations

During the year ended December 31, 2016 and 2015, the following directors completed their annual director questionnaires and were found to be in compliance with the requirements of the Securities Exchange Act of 1934.

13D - Director Obligations

During the year ended December 31, 2016 and 2015, the following directors completed their annual director questionnaires and were found to be in compliance with the requirements of the Securities Exchange Act of 1934.

During the year ended December 31, 2016 and 2015, the following directors completed their annual director questionnaires and were found to be in compliance with the requirements of the Securities Exchange Act of 1934.

During the year ended December 31, 2016 and 2015, the following directors completed their annual director questionnaires and were found to be in compliance with the requirements of the Securities Exchange Act of 1934.

The Company's directors have the following qualifications:

Table with 2 columns: Director Name and Qualifications. Rows include: Richard J. Smith, 17%; Richard J. Smith, 17%; Richard J. Smith, 17%; Richard J. Smith, 17%.

During the year ended December 31, 2016 and 2015, the following directors completed their annual director questionnaires and were found to be in compliance with the requirements of the Securities Exchange Act of 1934.

Table with 3 columns: Item, 2016, 2015. Rows include: New issued balance at January 1, 2015; Dividend; Total; New issued balance at December 31, 2015; Dividend; Total; New issued balance at December 31, 2016.

As of December 31, 2016 and 2015, there were approximately 157 million and 159 million, respectively, of Class A common stock outstanding. The Company has approximately 157 million and 159 million, respectively, of Class A common stock outstanding.

The Company's common stock is listed on the New York Stock Exchange under the symbol "CETV".

13D - Director Obligations

During the year ended December 31, 2016 and 2015, the following directors completed their annual director questionnaires and were found to be in compliance with the requirements of the Securities Exchange Act of 1934.

Table of Contents

Table of Contents with 2 columns: Page and Section. Rows include: Table of Contents, 137; 13D - Director Obligations, 137; 13D - Director Obligations, 137; 13D - Director Obligations, 137.

The Company entered into a new credit facility agreement in the first quarter of 2016, which provided for financing of up to \$200 million. The new credit facility agreement is set forth in the following table.

13D - Director Obligations

The total number of shares of all classes of stock that the Company is authorized to issue is 2,000,000,000 shares of Class A common stock, of which 75,100,000 shares and 17,500,000 shares were issued at December 31, 2016 and 2015, respectively.

Capital Transactions with Shareholders and Noncontrolling Interests

During the year ended December 31, 2016, 2015 and 2014, the Company distributed \$12 million, \$2 million and \$30 million, respectively, to the shareholders and noncontrolling interests. These distributions represent cash payments made by the Company to the benefit of its shareholders.

13D - Director Obligations

The Company provides stock-based compensation to its employees and directors. The Company's stock-based compensation is described in the following table.

13D - Director Obligations

During 2016 and 2015, the Company granted 1,000,000 and 1,000,000, respectively, of Class A common stock to its employees and directors. These awards represent a total of 1,000,000 shares of Class A common stock.

Table of Contents

The Company is listed in its office of the Company's systems and the the provision of services to the Company. The first...

On March 31, 2016, the Company completed the sale of its hospital and health operations to PC Company LLC in a \$12...

(16) **Health Care Reform**
The Company operates a health care reform plan covering substantially all employees who meet certain eligibility requirements. The...

(17) **Other Issues**
In the year ended December 31, 2016, the Company's reported results demonstrate that the provision of services, which...

Table with 2 columns: Item and Amount. Includes items like 'Total assets', 'Total liabilities', and 'Total equity'.

(18) **Asset Engagement Changes**
Asset engagement with a defined benefit plan
The plan is subject to the Company's long-term care with a defined benefit plan subject to the payment of the benefit for the benefit...

As a result of the reporting period, the Company's long-term care with a defined benefit plan subject to the payment of the benefit...

The first or second quarter of 2017. The second quarter of 2017 was the first of a three-quarter period...

(19) **Financial Results**
The following table sets forth net revenues and the components of the first quarter of 2017 as presented in thousands:

Table with 2 columns: Item and Amount. Includes items like 'Net revenue', 'Net operating assets', and 'Income tax expense'.

The following table sets forth net revenues and the components of the first quarter of 2017 as presented in thousands:

Table with 2 columns: Item and Amount. Includes items like 'Net revenue', 'Net operating assets', and 'Income tax expense'.

Subsequent to October 1, 2014, the Company has been operational since the first quarter of 2015. The Company's first quarter of 2015...

(20) **Financial Results and Management**
The following table sets forth net revenues and the components of the first quarter of 2017 as presented in thousands:

(21) **Financial Results and Management**
The following table sets forth net revenues and the components of the first quarter of 2017 as presented in thousands:

The Company's management expects to continue to provide integrated, virtual services to its members and to continue to invest...

The Company will report the fair value of acquired intangible assets and goodwill separately from other intangible assets and goodwill on its balance sheet and in its consolidated financial statements. The Company will also report the fair value of acquired intangible assets and goodwill separately from other intangible assets and goodwill on its income statement and in its consolidated financial statements. The Company will also report the fair value of acquired intangible assets and goodwill separately from other intangible assets and goodwill on its cash flow statement and in its consolidated financial statements.

(13) Quarterly Financial Information (Unaudited)

The following table summarizes unaudited quarterly financial data for the years ended December 31, 2016 and 2015 (in millions of dollars, except per share data):

	Quarter ended			
	March 31, 2016	June 30, 2016	September 30, 2016	December 31, 2016
Net income	\$ 1,375.9	\$ 2,662.7	\$ 1,976.9	\$ 2,785.8
Net income attributable to Common Stockholders				
Income tax expense	\$ (128.0)	\$ (233.0)	\$ (183.4)	\$ (224.1)
Goodwill impairment expense	\$ (1.8)	\$ (0.0)	\$ (0.0)	\$ (0.0)
Net income attributable to Common Stockholders, net of	\$ (139.8)	\$ (233.0)	\$ (183.4)	\$ (224.1)
Goodwill impairment expense	\$ (1.8)	\$ (0.0)	\$ (0.0)	\$ (0.0)
Net income attributable to Common Stockholders, net of	\$ (141.6)	\$ (233.0)	\$ (183.4)	\$ (224.1)
Basic earnings per share	\$ 0.40	\$ 0.78	\$ 0.58	\$ 0.83
Diluted earnings per share	\$ 0.39	\$ 0.76	\$ 0.57	\$ 0.81
Adjusted basic earnings per share	\$ 0.40	\$ 0.78	\$ 0.58	\$ 0.83
Adjusted diluted earnings per share	\$ 0.39	\$ 0.76	\$ 0.57	\$ 0.81
Total	\$ 1.98	\$ 3.51	\$ 2.55	\$ 3.64
Diluted	\$ 1.97	\$ 3.50	\$ 2.54	\$ 3.63
Weighted average common shares outstanding	3,438,000	3,438,000	3,438,000	3,438,000
Weighted average common shares outstanding, diluted	3,438,000	3,438,000	3,438,000	3,438,000
Net income	\$ 1,375.9	\$ 2,662.7	\$ 1,976.9	\$ 2,785.8
Net income attributable to Common Stockholders				
Income tax expense	\$ (128.0)	\$ (233.0)	\$ (183.4)	\$ (224.1)
Goodwill impairment expense	\$ (1.8)	\$ (0.0)	\$ (0.0)	\$ (0.0)
Net income attributable to Common Stockholders, net of	\$ (139.8)	\$ (233.0)	\$ (183.4)	\$ (224.1)
Goodwill impairment expense	\$ (1.8)	\$ (0.0)	\$ (0.0)	\$ (0.0)
Net income attributable to Common Stockholders, net of	\$ (141.6)	\$ (233.0)	\$ (183.4)	\$ (224.1)
Basic earnings per share	\$ 0.40	\$ 0.78	\$ 0.58	\$ 0.83
Diluted earnings per share	\$ 0.39	\$ 0.76	\$ 0.57	\$ 0.81
Adjusted basic earnings per share	\$ 0.40	\$ 0.78	\$ 0.58	\$ 0.83
Adjusted diluted earnings per share	\$ 0.39	\$ 0.76	\$ 0.57	\$ 0.81

1) The quarter ended December 31, 2016 includes a net expense of approximately \$160 million recorded with the value of intangible assets, consisting of goodwill and other intangible assets, of approximately \$25 million, recorded with long-lived asset impairment.
 2) The quarter ended March 31, 2015 includes a net expense of revenue of approximately \$10 million recorded with long-lived asset impairment.
 3) The quarter ended March 31, 2015 includes a net expense of revenue of approximately \$10 million recorded with long-lived asset impairment.
 The quarter ended December 31, 2015 includes a net expense of revenue of approximately \$22 million recorded with long-lived asset impairment and \$25 million of long-lived asset impairment.

UNITED STATES OF AMERICA
 SCHEDULE 1—VALUATION AND QUANTIFYING ACCOUNTS
 FOR THE YEAR ENDED DECEMBER 31, 2016, 2015 AND 2014

	Balance at beginning of the period	Change in fair value	Other	Balance at end of the period
Year ended December 31, 2014	\$ 1,375.9	\$ 1,287.8	\$ 0.0	\$ 2,663.7
Year ended December 31, 2015	\$ 2,662.7	\$ 1,287.8	\$ 0.0	\$ 3,950.5
Year ended December 31, 2016	\$ 3,950.5	\$ 1,287.8	\$ 0.0	\$ 5,238.3

(1) Amounts are in millions of dollars. The amounts are based on the amounts reported in the consolidated financial statements as well as the amounts reported in the consolidated financial statements. The amounts are based on the amounts reported in the consolidated financial statements as well as the amounts reported in the consolidated financial statements.

ADDENDUM ONE, QUESTIONS and ANSWERS

Date: July 24, 2018

To: All Bidders

From: Annette Walton/Nancy Storant, Buyers
AS Materiel State Purchasing

RE: Addendum for Request for Proposal Number RFP 5862 Z1 to be opened August 8, 2018 at
2:00 P.M. Central Time

Questions and Answers

Following are the questions submitted and answers provided for the above mentioned Request for Proposal. The questions and answers are to be considered as part of the Request for Proposal. It is the Bidder's responsibility to check the State Purchasing Bureau website for all addenda or amendments.

Question Number	RFP Section Reference	RFP Page Number	Question	State Response
1.			Can you provide Utilization Data/Reports for the last year for both Medicare B patients as well as for Disabled Veterans?	Please see Attachments B and C.
2.			Can you provide a copy of, or instructions on how to view or obtain a copy of the previous winning RFP for these services?	Current contract 67579 O4 and the RFP documents can be found on our website: http://www.nebraska.gov/das/materiel/purchasing/contract_search/index.php
3.	Section V.D-E	29-31	There are a few questions in the RFP (Question 4, Pg 31, question 11, Pg 29 Question 12, Pg.29) that ask the therapy contractor to provide personal and/or medical information to the respective NDVA facility. This would require Contractor to obtain written permission from each member to release this information. How is this handled at present and what is the desired process to handle these situations in order to stay	Due to the Treatment, Payment, Health Care Operations provision in the Permitted Uses and Disclosures clause of HIPAA, we do not need a release of information for the contractor to provide personal and/or medical information to the respective NDVA Facility. As all orders for members to be seen by the Contractor will come from our in house physician, this allows the coordination of treatment and management of the member's health care. https://www.hhs.gov/hipaa/for-professionals/privacy/laws-regulations/index.html

			in compliance.	
4.	Section V.D	29	Question 11 , Page 29 requires Contractor to supply NDVA with financial information concerning payment and billing of services. Since Contractor would be direct billing for most services what is the reason for requiring this information be reported to NDVA?	As the stewards of our members health care, we have a vested interest in making sure that the members are receiving the care they requested and have the resources available to meet the financial needs of their treatment. We are requesting member financial information to help make sure that the Contractor is able to provide the services and that the member is able to meet their commitments and responsibilities. We do not want the member to miss out on needed therapy. It would be our intention to support the member with options for payment to the Contractor avoiding any possibility of collections for lack of payment.
5.	Section IV.C Section V.D	24 29	What percentage of members have a 70% service connection or higher whose services would be billed to GIVH/CNVH/ENVH?	ENVH 5.95% of the Skilled Nursing Members are currently Prevailing Rate Members. GIVH 13.75% of the Skilled Nursing Members are currently Prevailing Rate Members.

This addendum will become part of the proposal and should be acknowledged with the Request for Proposal response.

**State of Nebraska State Purchasing Bureau
REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES**

RETURN TO:
Name: State Purchasing Bureau
Address: 1526 K St. Suite 130
City/State/Zip: Lincoln, NE 68508
Phone: 402-471-6500

SOLICITATION NUMBER	RELEASE DATE
RFP 5862 Z1	June 1, 2018
OPENING DATE AND TIME	PROCUREMENT CONTACT
August 8, 2018 2:00 P.M. Central Time	Annette Walton / Nancy Storant

**PLEASE READ CAREFULLY!
SCOPE OF SERVICE**

The State of Nebraska (State), Department of Administrative Services (DAS), Materiel Division, State Purchasing Bureau (SPB), is issuing this Request for Proposal (RFP) Number 5862 Z1 for the purpose of selecting a qualified bidder to provide Therapy Services for members of the Grand Island Veterans' Home (GIVH), Central Nebraska Veterans' Home (CNVH), and Eastern Nebraska Veterans' Home (ENVH) and Nebraska Department of Veteran Affairs (NDVA). A more detailed description can be found in Section V. The resulting contract may not be an exclusive contract as the State reserves the right to contract for the same or similar services from other sources now or in the future.

The term of the contract will be two (2) years commencing upon notice to proceed. The contract includes the option to renew for three (3) additional one (1) year periods upon mutual agreement of the Parties. The State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the Parties.

ALL INFORMATION PERTINENT TO THIS REQUEST FOR PROPOSAL CAN BE FOUND ON THE INTERNET AT:
<http://das.nebraska.gov/materiel/purchasing.html>.

A mandatory Pre-Proposal Conference will be held on June 28, 2018 at Eastern Nebraska Veterans' Home 12505 S 40th St Bellevue, NE 68123 at 10:00 a.m.

IMPORTANT NOTICE: Pursuant to Neb. Rev. Stat. § 84-602.04, State contracts in effect as of January 1, 2014, and contracts entered into thereafter, must be posted to a public website. The resulting contract, the RFP, and the successful bidder's proposal or response will be posted to a public website managed by DAS, which can be found at <http://statecontracts.nebraska.gov>.

In addition and in furtherance of the State's public records Statute (Neb. Rev. Stat. § 84-712 et seq.), all proposals or responses received regarding this RFP will be posted to the State Purchasing Bureau public website.

These postings will include the entire proposal or response. Bidders must request that proprietary information be excluded from the posting. The bidder must identify the proprietary information, mark the proprietary information according to state law, and submit the proprietary information in a separate container or envelope marked conspicuously in black ink with the words "PROPRIETARY INFORMATION". The bidder must submit a detailed written document showing that the release of the proprietary information would give a business advantage to named business competitor(s) and explain how the named business competitor(s) will gain an actual business advantage by disclosure of information. The mere assertion that information is proprietary or that a speculative business advantage might be gained is not sufficient. (See Attorney General Opinion No. 92068, April 27, 1992) THE BIDDER MAY NOT ASSERT THAT THE ENTIRE PROPOSAL IS PROPRIETARY. COST PROPOSALS WILL NOT BE CONSIDERED PROPRIETARY AND ARE A PUBLIC RECORD IN THE STATE OF NEBRASKA. The State will then determine, in its discretion, if the interests served by nondisclosure outweighs any public purpose served by disclosure. (See Neb. Rev. Stat. § 84-712.05(3)) The bidder will be notified of the agency's decision. Absent a State determination that information is proprietary, the State will consider all information a public record subject to release regardless of any assertion that the information is proprietary.

If the agency determines it is required to release proprietary information, the bidder will be informed. It will be the bidder's responsibility to defend the bidder's asserted interest in non-disclosure.

To facilitate such public postings, with the exception of proprietary information, the State of Nebraska reserves a royalty-free, nonexclusive, and irrevocable right to copy, reproduce, publish, post to a website, or otherwise use any contract, proposal, or response to this RFP for any purpose, and to authorize others to use the documents. Any individual or entity awarded a contract, or who submits a proposal or response to this RFP, specifically waives any copyright or other protection the contract, proposal, or response to the RFP may have; and, acknowledges that they have the ability and authority to enter into such waiver. This reservation and waiver is a prerequisite for submitting a proposal or response to this RFP, and award of a contract. Failure to agree to the reservation and waiver will result in the proposal or response to the RFP being found non-responsive and rejected.

Any entity awarded a contract or submitting a proposal or response to the RFP agrees not to sue, file a claim, or make a demand of any kind, and will indemnify and hold harmless the State and its employees, volunteers, agents, and its elected

and appointed officials from and against any and all 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, sustained or asserted against the State, arising out of, resulting from, or attributable to the posting of the contract or the proposals and responses to the RFP, awards, and other documents.

TABLE OF CONTENTS

REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES		i
TABLE OF CONTENTS.....		iii
GLOSSARY OF TERMS.....		v
I. PROCUREMENT PROCEDURE		1
A. GENERAL INFORMATION.....		1
B. PROCURING OFFICE AND COMMUNICATION WITH STATE STAFF AND EVALUATORS.....		1
C. SCHEDULE OF EVENTS		2
D. WRITTEN QUESTIONS AND ANSWERS.....		3
E. PRE-PROPOSAL CONFERENCE.....		3
F. NOTICE OF INTENT TO ATTEND MANDATORY PRE-PROPOSAL CONFERENCE		3
G. PRICES		3
H. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS (Statutory)		3
I. ETHICS IN PUBLIC CONTRACTING		3
J. DEVIATIONS FROM THE REQUEST FOR PROPOSAL		4
K. SUBMISSION OF PROPOSALS		4
L. BID PREPARATION COSTS		4
M. FAILURE TO COMPLY WITH REQUEST FOR PROPOSAL		4
N. BID CORRECTIONS		4
O. LATE PROPOSALS.....		5
P. PROPOSAL OPENING.....		5
Q. REQUEST FOR PROPOSAL/PROPOSAL REQUIREMENTS		5
R. EVALUATION COMMITTEE.....		5
S. EVALUATION OF PROPOSALS		5
T. ORAL INTERVIEWS/PRESENTATIONS AND/OR DEMONSTRATIONS		6
U. BEST AND FINAL OFFER.....		6
V. REFERENCE AND CREDIT CHECKS		6
W. AWARD		6
II. TERMS AND CONDITIONS		8
A. GENERAL.....		8
B. NOTIFICATION		9
C. GOVERNING LAW (Statutory)		9
D. BEGINNING OF WORK.....		9
E. CHANGE ORDERS		9
F. NOTICE OF POTENTIAL CONTRACTOR BREACH		10
G. BREACH.....		10
H. NON-WAIVER OF BREACH.....		11
I. SEVERABILITY		11
J. INDEMNIFICATION		11
K. ATTORNEY'S FEES		12
L. ASSIGNMENT, SALE, OR MERGER		12
M. CONTRACTING WITH OTHER NEBRASKA POLITICAL SUB-DIVISIONS.....		13
N. FORCE MAJEURE		13
O. CONFIDENTIALITY		13
P. LONG-TERM CARE OMBUDSMAN (Statutory)		13
Q. EARLY TERMINATION		14
R. CONTRACT CLOSEOUT		14
III. CONTRACTOR DUTIES		16
A. INDEPENDENT CONTRACTOR / OBLIGATIONS.....		16
B. EMPLOYEE WORK ELIGIBILITY STATUS.....		17
C. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION (Statutory).....		17

D.	COOPERATION WITH OTHER CONTRACTORS	17
E.	PERMITS, REGULATIONS, LAWS	18
F.	OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES	18
G.	INSURANCE REQUIREMENTS	18
H.	ANTITRUST.....	21
I.	CONFLICT OF INTEREST	21
J.	STATE PROPERTY.....	22
K.	SITE RULES AND REGULATIONS.....	22
L.	ADVERTISING	22
M.	NEBRASKA TECHNOLOGY ACCESS STANDARDS (Statutory)	22
N.	DISASTER RECOVERY/BACK UP PLAN.....	23
O.	DRUG POLICY	23
IV.	PAYMENT	24
A.	PROHIBITION AGAINST ADVANCE PAYMENT (Statutory).....	24
B.	TAXES (Statutory)	24
C.	INVOICES.....	24
D.	INSPECTION AND APPROVAL	24
E.	PAYMENT	25
F.	LATE PAYMENT (Statutory).....	25
G.	SUBJECT TO FUNDING / FUNDING OUT CLAUSE FOR LOSS OF APPROPRIATIONS	25
H.	RIGHT TO AUDIT (First Paragraph is Statutory)	25
V.	PROJECT DESCRIPTION AND SCOPE OF WORK	27
A.	PROJECT OVERVIEW.....	27
B.	PROJECT ENVIRONMENT.....	27
C.	CONTRACTOR REQUIREMENTS	27
D.	BUSINESS REQUIREMENTS	28
E.	SCOPE OF PRACTICE	29
F.	OPTIONAL SERVICES:.....	31
G.	DELIVERABLES.....	31
VI.	PROPOSAL INSTRUCTIONS	32
A.	PROPOSAL SUBMISSION.....	32
	Form A Bidder Contact Sheet	36
	Form B Notification of Intent to Attend Pre-Proposal Conference.....	37
	REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM	38

GLOSSARY OF TERMS

Acceptance Test Procedure: Benchmarks and other performance criteria, developed by the State of Nebraska or other sources of testing standards, for measuring the effectiveness of products or services and the means used for testing such performance.

Addendum: Something to be added or deleted to an existing document; a supplement.

After Receipt of Order (ARO): After Receipt of Order.

Agency: Any state agency, board, or commission other than the University of Nebraska, the Nebraska State colleges, the courts, the Legislature, or any other office or agency established by the Constitution of Nebraska.

Agent/Representative: A person authorized to act on behalf of another.

Amend: To alter or change by adding, subtracting, or substituting.

Amendment: A written correction or alteration to a document.

Appropriation: Legislative authorization to expend public funds for a specific purpose. Money set apart for a specific use.

APS: Adult Protective Services.

Award: All purchases, leases, or contracts which are based on competitive proposals will be awarded according to the provisions in the RFP. The State reserves the right to reject any or all proposals, wholly or in part, or to award to multiple bidders in whole or in part. The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal, and do not improve the bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State.

Best and Final Offer (BAFO): In a competitive bid, the final offer submitted which contains the bidder's (vendor's) most favorable terms for price.

Bid/Proposal: The offer submitted by a vendor in a response to a written solicitation.

Bid Bond: An insurance agreement, accompanied by a monetary commitment, by which a third party (the surety) accepts liability and guarantees that the vendor will not withdraw the bid.

Bidder: A vendor who submits an offer bid in response to a written solicitation.

Business: Any corporation, partnership, individual, sole proprietorship, joint-stock company, joint venture, or any other private legal entity.

Business Day: Any weekday, except State-recognized holidays.

Calendar Day: Every day shown on the calendar including Saturdays, Sundays, and State/Federal holidays.

Cancellation: To call off or revoke a purchase order without expectation of conducting or performing it at a later time.

Central Processing Unit (CPU): Any computer or computer system that is used by the State to store, process, or retrieve data or perform other functions using Operating Systems and applications software.

Change Order: Document that provides amendments to an executed purchase order or contract.

CNVH: Central Nebraska Veterans Home.

Collusion: An agreement or cooperation between two or more persons or entities to accomplish a fraudulent, deceitful, or unlawful purpose.

Commodities: Any equipment, material, supply or goods; anything movable or tangible that is provided or sold.

Commodities Description: Detailed descriptions of the items to be purchased; may include information necessary to obtain the desired quality, type, color, size, shape, or special characteristics necessary to perform the work intended to produce the desired results.

Competition: The effort or action of two or more commercial interests to obtain the same business from third parties.

Confidential Information: Unless otherwise defined below, "Confidential Information" shall also mean proprietary trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. §84-712.05(3)). In accordance with Nebraska Attorney General Opinions 92068 and 97033, proof that information is proprietary requires identification of specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive.

Contract: An agreement between two or more parties creating obligations that are enforceable or otherwise recognizable at law; the writing that sets forth such an agreement.

Contract Administration: The management of the contract which includes and is not limited to; contract signing, contract amendments and any necessary legal actions.

Contract Award: Occurs upon execution of the State document titled "Service Contract Award" by the proper authority.

Contract Management: The management of day to day activities at the agency which includes and is not limited to ensuring deliverables are received, specifications are met, handling meetings and making payments to the Contractor.

Contract Period: The duration of the contract.

Contractor: Any individual or entity having a contract to furnish commodities or services.

Cooperative Purchasing: The combining of requirements of two or more political entities to obtain advantages of volume purchases, reduction in administrative expenses or other public benefits.

Copyright: A property right in an original work of authorship fixed in any tangible medium of expression, giving the holder the exclusive right to reproduce, adapt and distribute the work.

Critical Program Error: Any Program Error, whether or not known to the State, which prohibits or significantly impairs use of the Licensed Software as set forth in the documentation and intended in the contract.

CPS: Child Protective Services.

CPU: Any computer or computer system that is used by the State to store, process, or retrieve data or perform other functions using Operating Systems and applications software.

Customer Service: The process of ensuring customer satisfaction by providing assistance and advice on those products or services provided by the Contractor.

Default: The omission or failure to perform a contractual duty.

Deviation: Any proposed change(s) or alteration(s) to either the terms and conditions or deliverables within the scope of the written solicitation or contract.

ENVH: Eastern Nebraska Veterans' Home.

Evaluation: The process of examining an offer after opening to determine the vendor's responsibility, responsiveness to requirements, and to ascertain other characteristics of the offer that relate to determination of the successful award.

Evaluation Committee: Committee(s) appointed by the requesting agency that advises and assists the procuring office in the evaluation of bids/proposals (offers made in response to written solicitations).

Extension: Continuance of a contract for a specified duration upon the agreement of the parties beyond the original Contract Period. Not to be confused with "Renewal Period".

Free on Board (F.O.B.) Destination: The delivery charges are included in the quoted price and prepaid by the vendor. Vendor is responsible for all claims associated with damages during delivery of product.

Free on Board (F.O.B.) Point of Origin: The delivery charges are not included in the quoted price and are the responsibility of the agency. Agency is responsible for all claims associated with damages during delivery of product.

Foreign Corporation: A foreign corporation that was organized and chartered under the laws of another state, government, or country.

GIVH: Grand Island Veterans Home.

Incontinence Rehabilitation Therapy: Therapy treatment for incontinence for individuals experiencing bladder or bowel control problems.

Installation Date: The date when the procedures described in “Installation by Contractor”, and “Installation by State”, as found in the RFP, or contract, are completed.

Interested Party: A person, acting in their personal capacity, or an entity entering into a contract or other agreement creating a legal interest therein.

Late Bid/Proposal: An offer received after the Opening Date and Time.

Licensed Software Documentation: The user manuals and any other materials in any form or medium customarily provided by the Contractor to the users of the Licensed Software which will provide the State with sufficient information to operate, diagnose, and maintain the Licensed Software properly, safely, and efficiently.

Mandatory/Must: Required, compulsory, or obligatory.

May: Discretionary, permitted; used to express possibility.

Members: Residents of the Grand Island Veterans Home (GIVH)/Central Nebraska Veterans' Home (CNVH)/Eastern Nebraska Veterans' Home (ENVH) or any other Nebraska Department of Veteran Affairs (NDVA) facility.

Module (see System): A collection of routines and data structures that perform a specific function of software.

Must: See Mandatory/ Must and Shall/Will/Must.

National Institute for Governmental Purchasing (NIGP): National Institute of Governmental Purchasing – Source used for assignment of universal commodity codes to goods and services.

NDVA: Nebraska Department of Veteran Affairs.

NVH: Norfolk Veterans' Home.

Occupational Therapy (OT): Assessment and treatment to develop, recover, or maintain the daily living and work skills of individuals recuperating from physical or mental illness that encourages rehabilitation through the performance of activities required in daily life.

Open Market Purchase: Authorization may be given to an agency to purchase items above direct purchase authority due to the unique nature, price, quantity, location of the using agency, or time limitations by the AS Materiel Division, State Purchasing Bureau.

Opening Date and Time: Specified date and time for the public opening of received, labeled, and sealed formal proposals.

Operating System: The control program in a computer that provides the interface to the computer hardware and peripheral devices, and the usage and allocation of memory resources, processor resources, input/output resources, and security resources.

Outsourcing: The contracting out of a business process which an organization may have previously performed internally or has a new need for, to an independent organization from which the process is purchased back.

Payroll & Financial Center (PFC): Electronic procurement system of record.

Performance Bond: An insurance agreement, accompanied by a monetary commitment, by which a third party (the surety) accepts liability and guarantees that the Contractor fulfills any and all obligations under the contract.

Physical Therapy (PT): Treatment of disease, injury, or deformity that remediates impairments and promotes mobility, function, and quality of life through examination, diagnosis, and physical intervention using mechanical force and movement.

Platform: A specific hardware and Operating System combination that is different from other hardware and Operating System combinations to the extent that a different version of the Licensed Software product is required to execute properly in the environment established by such hardware and Operating System combination.

Point of Contact (POC): The person designated to receive communications and to communicate.

Pre-Bid/Pre-Proposal Conference: A meeting scheduled for the purpose of clarifying a written solicitation and related

expectations.

Product: Something that is distributed commercially for use or consumption and that is usually (1) tangible personal property, (2) the result of fabrication or processing, and (3) an item that has passed through a chain of commercial distribution before ultimate use or consumption.

Program Error: Code in Licensed Software which produces unintended results or actions, or which produces results or actions other than those described in the specifications. A program error includes, without limitation, any Critical Program Error.

Program Set: The group of programs and products, including the Licensed Software specified in the RFP, plus any additional programs and products licensed by the State under the contract for use by the State.

Project: The total scheme, program, or method worked out for the accomplishment of an objective, including all documentation, commodities, and services to be provided under the contract.

Proposal: See Bid/Proposal.

Proprietary Information: Proprietary information is defined as trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serves no public purpose (see Neb. Rev. Stat. § 84-712.05(3)). In accordance with Attorney General Opinions 92068 and 97033, proof that information is proprietary requires identification of specific named competitor(s) advantaged by release of the information and the demonstrated advantage the named competitor(s) would gain by the release of information.

Protest/Grievance: A complaint about a governmental action or decision related to a RFP or resultant contract, brought by a vendor who has timely submitted a bid response in connection with the award in question, to AS Materiel Division or another designated agency with the intention of achieving a remedial result.

Public Proposal Opening: The process of opening correctly submitted offers at the time and place specified in the written solicitation and in the presence of anyone who wished to attend.

Recommended Hardware Configuration: The data processing hardware (including all terminals, auxiliary storage, communication, and other peripheral devices) to the extent utilized by the State as recommended by the Contractor.

Release Date: The date of public release of the written solicitation to seek offers.

Renewal Period: Optional contract periods subsequent to the original Contract Period for a specified duration with previously agreed to terms and conditions. Not to be confused with Extension.

Request for Information (RFI): A general invitation to vendors requesting information for a potential future solicitation. The RFI is typically used as a research and information gathering tool for preparation of a solicitation.

Request for Proposal (RFP): A written solicitation utilized for obtaining competitive offers.

Responsible Bidder: A bidder who has the capability in all respects to perform fully and lawfully all requirements with integrity and reliability to assure good faith performance.

Responsive Bidder: A bidder who has submitted a bid which conforms to all requirements of the solicitation document.

Shall/Will/Must: An order/command; mandatory.

Should: Expected; suggested, but not necessarily mandatory.

Software License: Legal instrument with or without printed material that governs the use or redistribution of licensed software.

Sole Source – Commodity: When an item is available from only one source due to the unique nature of the requirement, its supplier, or market conditions.

Sole Source – Services: A service of such a unique nature that the vendor selected is clearly and justifiably the only practical source to provide the service. Determination that the vendor selected is justifiably the sole source is based on either the uniqueness of the service or sole availability at the location required.

Speech Language Pathology: Evaluation and treatment of communication disorders and swallowing disorders.

Specifications: The detailed statement, especially of the measurements, quality, materials, and functional characteristics, or other items to be provided under a contract.

Statutory: These clauses are controlled by state law and are not subject to negotiation.

Subcontractor: Individual or entity with whom the Contractor enters a contract to perform a portion of the work awarded to the Contractor.

System (see Module): Any collection or aggregation of two (2) or more Modules that is designed to function, or is represented by the Contractor as functioning or being capable of functioning, as an entity.

Termination: Occurs when either Party, pursuant to a power created by agreement or law, puts an end to the contract prior to the stated expiration date. All obligations which are still executory on both sides are discharged but any right based on prior breach or performance survives.

Therapy Services: Speech Language Pathology, Occupational, Physical, and Incontinence Rehabilitation services.

Third Party: Any person or entity, including but not limited to fiduciaries, shareholders, owners, officers, managers, employees, legally disinterested persons, and subcontractors or agents, and their employees. It shall not include any entity or person who is an interested Party to the contract or agreement.

Trade Secret: Information, including, but not limited to, a drawing, formula, pattern, compilation, program, device, method, technique, code, or process that (a) derives independent economic value, actual or potential, from not being known to, and not being ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy (see Neb. Rev. Stat. §87-502(4)).

Trademark: A word, phrase, logo, or other graphic symbol used by a manufacturer or vendor to distinguish its product from those of others, registered with the U.S. Patent and Trademark Office.

Upgrade: Any change that improves or alters the basic function of a product or service.

Vendor: An individual or entity lawfully conducting business in the State of Nebraska, or licensed to do so, who seeks to provide goods or services under the terms of a written solicitation.

Vendor Performance Report: A report issued to the Contractor by State Purchasing Bureau when products or services delivered or performed fail to meet the terms of the purchase order, contract, and/or specifications, as reported to State Purchasing Bureau by the agency. The State Purchasing Bureau shall contact the Contractor regarding any such report. The vendor performance report will become a part of the permanent record for the Contractor. The State may require vendor to cure. Two such reports may be cause for immediate termination.

WNVH :--Western Nebraska Veterans' Home.

Will: See Shall/Will/Must.

Work Day: See Business Day

I. PROCUREMENT PROCEDURE

A. GENERAL INFORMATION

The RFP is designed to solicit proposals from qualified bidders who will be responsible for providing Therapy Services for Members of the Grand Island Veterans Home (GIVH), Central Nebraska Veterans' Home (CNVH), Eastern Nebraska Veterans' Home (ENVH) and Nebraska Department of Veteran Affairs (NDVA) at a competitive and reasonable cost.

Proposals shall conform to all instructions, conditions, and requirements included in the RFP. Prospective bidders are expected to carefully examine all documents, schedules, and requirements in this RFP, and respond to each requirement in the format prescribed. Proposals may be found non-responsive if they do not conform to the RFP.

B. PROCURING OFFICE AND COMMUNICATION WITH STATE STAFF AND EVALUATORS

Procurement responsibilities related to this RFP reside with the State Purchasing Bureau. The point of contact (POC) for the procurement is as follows:

Name: Buyer(s) Annette Walton / Nancy Storant
Agency: State Purchasing Bureau
Address: 1526 K Street, Suite 130
Lincoln, NE 68508
Telephone: 402-471-6500

E-Mail: as.materielpurchasing@nebraska.gov

From the date the RFP is issued until the Intent to Award is issued, communication from the bidder is limited to the POC listed above. After the Intent to Award is issued, the bidder may communicate with individuals the State has designated as responsible for negotiating the contract on behalf of the State. No member of the State Government, employee of the State, or member of the Evaluation Committee is empowered to make binding statements regarding this RFP. The POC will issue any clarifications or opinions regarding this RFP in writing. Only the buyer can modify the RFP, answer questions, render opinions, and only the SPB or awarding agency can award a contract. Bidders shall not have any communication with, or attempt to communicate or influence any evaluator involved in this RFP.

The following exceptions to these restrictions are permitted:

1. Contact made pursuant to pre-existing contracts or obligations;
2. Contact required by the schedule of events or an event scheduled later by the RFP POC; and
3. Contact required for negotiation and execution of the final contract.

The State reserves the right to reject a bidder's proposal, withdraw an Intent to Award, or terminate a contract if the State determines there has been a violation of these procurement procedures.

C. SCHEDULE OF EVENTS

The State expects to adhere to the procurement schedule shown below, but all dates are approximate and subject to change.

ACTIVITY		DATE/TIME
1.	Release RFP	June 1, 2018
2.	Last day to submit "Notification of Intent to Attend Pre-Proposal Conference"	June 15, 2018
3.	Last day to submit written questions	June 22, 2018
4.	Mandatory Pre-Proposal Conference Location: Eastern Nebraska Veterans' Home 12505 S 40th St Bellevue, NE 68123 * Registration Advisement: Bids will only be accepted from those Companies/Firms which properly register their attendance at this meeting by completing all of the required information on the State Registration Sheet.	June 28, 2018 10:00 AM Central Time
5.	Last day to submit written questions after Pre-Proposal Conference	July 6, 2018
6.	State responds to written questions through RFP "Addendum" and/or "Amendment" to be posted to the Internet at: http://das.nebraska.gov/materiel/purchasing.html	July 24, 2018
7.	Proposal opening Location: State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, NE 68508	August 8, 2018 2:00 PM Central Time
8.	Review for conformance to RFP requirements	August 8, 2018
9.	Evaluation period	August 9, 2018 Through August 23, 2018
10.	"Oral Interviews/Presentations and/or Demonstrations" (if required)	TBD
11.	Post "Intent to Award" to Internet at: http://das.nebraska.gov/materiel/purchasing.html	August 31, 2018
12.	Contract finalization period	August 31, 2018 through September 20, 2018
13.	Contract award	October 1, 2018
14.	Contractor start date	October 1, 2018

D. WRITTEN QUESTIONS AND ANSWERS

Questions regarding the meaning or interpretation of any RFP provision must be submitted in writing to the State Purchasing Bureau and clearly marked "RFP Number 5862 Z1; Therapy Services for NDVA Facilities Questions". The POC is not obligated to respond to questions that are received late per the Schedule of Events.

Bidders should present, as questions, any assumptions upon which the bidder's proposal is or might be developed. Proposals will be evaluated without consideration of any known or unknown assumptions of a bidder. The contract will not incorporate any known or unknown assumptions of a bidder.

It is preferred that questions be sent via e-mail to as.materielpurchasing@nebraska.gov, but may be delivered by hand or by U.S. Mail. It is recommended that bidders submit questions using the following format:

RFP Reference	Section	RFP Number	Page	Question

Written answers will be posted at <http://das.nebraska.gov/materiel/purchasing.html> per the Schedule of Events.

E. PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held per the Schedule of Events. Attendance at the pre-proposal conference is mandatory. Bidders will have an opportunity to ask questions at the conference to assist in the clarification and understanding of the RFP requirements. Questions that have a material impact on the RFP or process, and questions that are relevant to all bidders, will be answered in writing and posted at <http://das.nebraska.gov/materiel/purchasing.html>. An answer must be posted to be binding on the State. The State will attempt to provide verbal answers to questions that do not impact the RFP or process, and are only of interest to an individual bidder during the conference. If a bidder feels it necessary to have a binding answer to a question that was answered verbally, the question should be submitted in writing per the Schedule of Events.

F. NOTICE OF INTENT TO ATTEND MANDATORY PRE-PROPOSAL CONFERENCE

Bidders should notify the POC of their intent to attend by submitting a "Notification of Intent to Attend the Pre-Proposal Conference Form" (see Form B) by hand-delivery, U.S. Mail, or email at as.materielpurchasing@nebraska.gov.

G. PRICES

All prices, costs, and terms and conditions submitted in the proposal shall remain fixed and valid commencing on the opening date of the proposal until an award is made or the RFP is cancelled. Services will be billed per the approved current Nebraska Medicare fee schedule.

The State reserves the right to deny any requested price increase. No price increases are to be billed to any State Agencies prior to written amendment of the contract by the parties. Price increases will only be allowed as mandated by the approved Nebraska Medicare Physician Fee Schedule.

H. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS (Statutory)

All bidders must be authorized to transact business in the State of Nebraska and comply with all Nebraska Secretary of State Registration requirements. The bidder who is the recipient of an Intent to Award will be required to certify that it has complied and produce a true and exact copy of its current (within ninety (90) calendar days of the intent to award) Certificate or Letter of Good Standing, or in the case of a sole proprietorship, provide written documentation of sole proprietorship and complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at <http://das.nebraska.gov/materiel/purchasing.html>. This must be accomplished prior to execution of the contract.

I. ETHICS IN PUBLIC CONTRACTING

The State reserves the right to reject bids, withdraw an intent to award or award, or terminate a contract if a bidder commits or has committed ethical violations, which include, but are not limited to:

1. Offering or giving, directly or indirectly, a bribe, fee, commission, compensation, gift, gratuity, or anything of value to any person or entity in an attempt to influence the bidding process;
2. Utilize the services of lobbyists, attorneys, political activists, or consultants to influence or subvert the bidding process;
3. Being considered for, presently being, or becoming debarred, suspended, ineligible, or excluded from contracting with any state or federal entity;
4. Submitting a proposal on behalf of another Party or entity; and
5. Collude with any person or entity to influence the bidding process, submit sham proposals, preclude bidding, fix pricing or costs, create an unfair advantage, subvert the bid, or prejudice the State.

The bidder shall include this clause in any subcontract entered into for the exclusive purpose of performing this contract.

Bidder shall have an affirmative duty to report any violations of this clause by the bidder throughout the bidding process, and throughout the term of this contract for the successful bidder and their subcontractors.

J. DEVIATIONS FROM THE REQUEST FOR PROPOSAL

The requirements contained in the RFP become a part of the terms and conditions of the contract resulting from this RFP. Any deviations from the RFP in Sections II through VI must be clearly defined by the bidder in its proposal and, if accepted by the State, will become part of the contract. Any specifically defined deviations must not be in conflict with the basic nature of the RFP, requirements, or applicable state or federal laws or statutes. "Deviation", for the purposes of this RFP, means any proposed changes or alterations to either the contractual language or deliverables within the scope of this RFP. The State discourages deviations and reserves the right to reject proposed deviations.

K. SUBMISSION OF PROPOSALS

Bidders should submit one proposal marked on the first page: "ORIGINAL". If multiple proposals are submitted, the State will retain one copy marked "ORIGINAL" and destroy the other copies. The bidder is solely responsible for any variance between the copies submitted. Proposal responses should include the completed Form A, "Bidder Contact Sheet". Proposals must reference the RFP number and be sent to the specified address. Please note that the address label should appear as specified in Section I B. on the face of each container or bidder's bid response packet. If a recipient phone number is required for delivery purposes, 402-471-6500 should be used. The RFP number should be included in all correspondence.

Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to requirements, completeness, and clarity of content. If the bidder's proposal is presented in such a fashion that makes evaluation difficult or overly time consuming the State reserves the right to reject the proposal as non-conforming.

By signing the "Request for Proposal for Contractual Services" form, the bidder guarantees compliance with the provisions stated in this RFP.

The State shall not incur any liability for any costs incurred by bidders in replying to this RFP, in the demonstrations and/or oral presentations, or in any other activity related to bidding on this RFP.

The Technical Proposal should be presented (loose-leaf binders are preferred) on standard 8 ½" x 11" paper, except that charts, diagrams and the like may be on fold-outs which, when folded, fit into the 8 ½" by 11" format. Pages may be consecutively numbered for the entire proposal, or may be numbered consecutively within sections. Figures and tables should be numbered consecutively within sections. Figures and tables should be numbered and referenced in the text by that number. They should be placed as close as possible to the referencing text.

L. BID PREPARATION COSTS

The State shall not incur any liability for any costs incurred by bidders in replying to this RFP, including any activity related to bidding on this RFP.

M. FAILURE TO COMPLY WITH REQUEST FOR PROPOSAL

Violation of the terms and conditions contained in this RFP or any resultant contract, at any time before or after the award, shall be grounds for action by the State which may include, but is not limited to, the following:

1. Rejection of a bidder's proposal;
2. Withdrawal of the Intent to Award;
3. Withdrawal of the Award;
4. Termination of the resulting contract;
5. Legal action; and
6. Suspension of the bidder from further bidding with the State for the period of time relative to the seriousness of the violation, such period to be within the sole discretion of the State.

N. BID CORRECTIONS

A bidder may correct a mistake in a bid prior to the time of opening by giving written notice to the State of intent to withdraw the bid for modification or to withdraw the bid completely. Changes in a bid after opening are acceptable only if the change is made to correct a minor error that does not affect price, quantity, quality, delivery, or contractual conditions. In case of a mathematical error in extension of price, unit price shall govern.

O. LATE PROPOSALS

Proposals received after the time and date of the proposal opening will be considered late proposals. Late proposals will be returned unopened, if requested by the bidder and at bidder's expense. The State is not responsible for proposals that are late or lost regardless of cause or fault.

P. PROPOSAL OPENING

The opening of proposals will be public and the bidders will be announced. Proposals **WILL NOT** be available for viewing by those present at the proposal opening. Vendors may contact the State to schedule an appointment for viewing proposals after the Intent to Award has been posted to the website. Once proposals are opened, they become the property of the State of Nebraska and will not be returned.

Q. REQUEST FOR PROPOSAL/PROPOSAL REQUIREMENTS

The proposals will first be examined to determine if all requirements listed below have been addressed and whether further evaluation is warranted. Proposals not meeting the requirements may be rejected as non-responsive. The requirements are:

1. Original Request for Proposal for Contractual Services form signed using an indelible method;
2. Attachment A; Mandatory Requirements;
3. Clarity and responsiveness of the proposal;
4. Completed Corporate Overview;
5. Completed Sections II through VI; and,
6. Completed Technical Approach.

R. EVALUATION COMMITTEE

Proposals are evaluated by members of an Evaluation Committee(s). The Evaluation Committee(s) will consist of individuals selected at the discretion of the State. Names of the members of the Evaluation Committee(s) will not be published prior to the intent to award.

Any contact, attempted contact, or attempt to influence an evaluator that is involved with this RFP may result in the rejection of this proposal and further administrative actions.

S. EVALUATION OF PROPOSALS

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

1. Corporate Overview should include but is not limited to:
 - a. the ability, capacity, and skill of the bidder to deliver and implement the system or project that meets the requirements of the RFP;
 - b. the character, integrity, reputation, judgment, experience, and efficiency of the bidder;
 - c. whether the bidder can perform the contract within the specified time frame;
 - d. the quality of bidder performance on prior contracts;
 - e. such other information that may be secured and that has a bearing on the decision to award the contract; and,
2. Technical Approach.

Neb. Rev. Stat. §73-107 allows for a preference for a resident disabled veteran or business located in a designated enterprise zone. When a state contract is to be awarded to the lowest responsible bidder, a resident disabled veteran or a business located in a designated enterprise zone under the Enterprise Zone Act shall be allowed a preference over any other resident or nonresident bidder, if all other factors are equal.

Resident disabled veterans means any person (a) who resides in the State of Nebraska, who served in the United States Armed Forces, including any reserve component or the National Guard, who was discharged or otherwise separated with a characterization of honorable or general (under honorable conditions), and who possesses a disability rating letter issued by the United States Department of Veterans Affairs establishing a service-connected disability or a disability determination from the United States Department of Defense and (b)(i) who owns and controls a business or, in the case of a publicly owned business, more than fifty percent of the stock is owned by one or more persons described in subdivision (a) of this subsection and (ii) the management and daily business operations of the business are controlled by one or more persons described in subdivision(a) of this subsection. Any contract entered into without compliance with this section shall be null and void.

Therefore, if a resident disabled veteran or business located in a designated enterprise zone submits a proposal in accordance with Neb. Rev. Stat. §73-107 and has so indicated on the RFP cover page under "Bidder must

complete the following" requesting priority/preference to be considered in the award of this contract, the following will need to be submitted by the vendor within ten (10) business days of request:

1. Documentation from the United States Armed Forces confirming service;
2. Documentation of discharge or otherwise separated characterization of honorable or general (under honorable conditions);
3. Disability rating letter issued by the United States Department of Veterans Affairs establishing a service-connected disability or a disability determination from the United States Department of Defense; and
4. Documentation which shows ownership and control of a business or, in the case of a publicly owned business, more than fifty percent of the stock is owned by one or more persons described in subdivision (a) of this subsection; and the management and daily business operations of the business are controlled by one or more persons described in subdivision (a) of this subsection.

Failure to submit the requested documentation within ten (10) business days of notice will disqualify the bidder from consideration of the preference.

Evaluation criteria will be released with the RFP.

T. ORAL INTERVIEWS/PRESENTATIONS AND/OR DEMONSTRATIONS

The State may determine after the completion of the Technical evaluation that oral interviews/presentations and/or demonstrations are required. Every bidder may not be given an opportunity to interview/present and/or give demonstrations; the State reserves the right, in its discretion, to select only the top scoring bidders to present/give oral interviews. The scores from the oral interviews/presentations and/or demonstrations will be added to the scores from the Technical Proposals. The presentation process will allow the bidders to demonstrate their proposal offering, explaining and/or clarifying any unusual or significant elements related to their proposals. Bidders' key personnel, identified in their proposal, may be requested to participate in a structured interview to determine their understanding of the requirements of this proposal, their authority and reporting relationships within their firm, and their management style and philosophy. Only representatives of the State and the presenting bidder will be permitted to attend the oral interviews/presentations and/or demonstrations. A written copy or summary of the presentation, and demonstrative information (such as briefing charts, et cetera) may be offered by the bidder, but the State reserves the right to refuse or not consider the offered materials. Bidders shall not be allowed to alter or amend their proposals.

Once the oral interviews/presentations and/or demonstrations have been completed, the State reserves the right to make an award without any further discussion with the bidders regarding the proposals received.

Any cost incidental to the oral interviews/presentations and/or demonstrations shall be borne entirely by the bidder and will not be compensated by the State.

U. BEST AND FINAL OFFER

If best and final offers (BAFO) are requested by the State and submitted by the bidder, they will be evaluated (using the stated BAFO criteria), scored, and ranked by the Evaluation Committee. The State reserves the right to conduct more than one Best and Final Offer. The award will then be granted to the highest scoring bidder. However, a bidder should provide its best offer in its original proposal. Bidders should not expect that the State will request a best and final offer.

V. REFERENCE AND CREDIT CHECKS

The State reserves the right to conduct and consider reference and credit checks. The State reserves the right to use third parties to conduct reference and credit checks. By submitting a proposal in response to this RFP, the bidder grants to the State the right to contact or arrange a visit in person with any or all of the bidder's clients. Reference and credit checks may be grounds to reject a proposal, withdraw an intent to award, or rescind the award of a contract.

W. AWARD

The State reserves the right to evaluate proposals and award contracts in a manner utilizing criteria selected at the State's discretion and in the State's best interest. After evaluation of the proposals, or at any point in the RFP process, the State of Nebraska may take one or more of the following actions:

1. Amend the RFP;
2. Extend the time of or establish a new proposal opening time;
3. Waive deviations or errors in the State's RFP process and in bidder proposals that are not material, do not compromise the RFP process or a bidder's proposal, and do not improve a bidder's competitive position;
4. Accept or reject a portion of or all of a proposal;
5. Accept or reject all proposals;

6. Withdraw the RFP;
7. Elect to rebid the RFP;
8. Award single lines or multiple lines to one or more bidders; or,
9. Award one or more all-inclusive contracts.

The RFP does not commit the State to award a contract. Once intent to award decision has been determined, it will be posted to the Internet at:

<http://das.nebraska.gov/materiel/purchasing.html>

Grievance and protest procedure is available on the Internet at:

<http://das.nebraska.gov/materiel/purchasing.html>

Any protests must be filed by a bidder within ten (10) business days after the intent to award decision is posted to the Internet.

II. TERMS AND CONDITIONS

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

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

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

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

A. GENERAL

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

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

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:

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

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

C. GOVERNING LAW (Statutory)

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

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

D. BEGINNING OF WORK

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

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

E. CHANGE ORDERS

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

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

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

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

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

F. NOTICE OF POTENTIAL CONTRACTOR BREACH

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

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

G. BREACH

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

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

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

H. NON-WAIVER OF BREACH

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

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

I. SEVERABILITY

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

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

J. INDEMNIFICATION

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

1. GENERAL

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

2. INTELLECTUAL PROPERTY

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

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

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

3. PERSONNEL

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

4. SELF-INSURANCE

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

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

K. ATTORNEY'S FEES

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

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

L. ASSIGNMENT, SALE, OR MERGER

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

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

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

M. CONTRACTING WITH OTHER NEBRASKA POLITICAL SUB-DIVISIONS

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

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

N. FORCE MAJEURE

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

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

O. CONFIDENTIALITY

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

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

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

P. LONG-TERM CARE OMBUDSMAN (Statutory)

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

Q. EARLY TERMINATION

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

The contract may be terminated as follows:

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

R. CONTRACT CLOSEOUT

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

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

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

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

III. CONTRACTOR DUTIES

A. INDEPENDENT CONTRACTOR / OBLIGATIONS

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

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

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

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

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

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

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

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:

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

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

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at <http://das.nebraska.gov/materiel/purchasing.html>

The completed United States Attestation Form should be submitted with the RFP response.

2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

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

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

D. COOPERATION WITH OTHER CONTRACTORS

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

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

E. PERMITS, REGULATIONS, LAWS

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

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

F. OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES

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

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

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

G. INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

1. WORKERS' COMPENSATION INSURANCE

The Contractor shall take out and maintain during the life of this contract the statutory Workers' Compensation and Employer's Liability Insurance for all of the 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:

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

I. CONFLICT OF INTEREST

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

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

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

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

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

J. STATE PROPERTY

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

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

K. SITE RULES AND REGULATIONS

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

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

L. ADVERTISING

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

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

M. NEBRASKA TECHNOLOGY ACCESS STANDARDS (Statutory)

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

N. DISASTER RECOVERY/BACK UP PLAN

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

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

O. DRUG POLICY

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

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

IV. PAYMENT

A. PROHIBITION AGAINST ADVANCE PAYMENT (Statutory)

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

B. TAXES (Statutory)

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

C. INVOICES

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

Invoices for payments must be submitted by the Contractor to the agency requesting the services with sufficient detail to support payment. Invoices shall be sent to: NDVA.GIVHPayables@nebraska.gov 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:

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

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

E. PAYMENT

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

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

F. LATE PAYMENT (Statutory)

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

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

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

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

H. RIGHT TO AUDIT (First Paragraph is Statutory)

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

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

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

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

V. PROJECT DESCRIPTION AND SCOPE OF WORK

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

A. PROJECT OVERVIEW

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

B. PROJECT ENVIRONMENT

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

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

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

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

C. CONTRACTOR REQUIREMENTS

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

1	<p>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.</p> <p>Bidder Response:</p>
2	<p>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.</p> <p>Bidder Response:</p>
3	<p>Occupational Therapy (OT) OT services shall be provided per physician orders to meet the needs of members. Contractor shall coordinate orders for specialty adaptive or assistive equipment including durable medical as needed. Please provide your process for evaluation and treatment of member-centered care.</p> <p>Bidder Response:</p>
4	<p>Speech Language Pathology Speech Language Pathology services shall be provided per physician orders to meet the needs of members. Contractor shall work with facility Dieticians as needed. Please provide your process for evaluation and treatment of member-centered care.</p> <p>Bidder Response:</p>
5	<p>Incontinence Rehabilitation Incontinence Rehabilitation services shall be provided per physician orders to meet the needs of members.</p>

	Please provide your process for evaluation and treatment of member-centered care.
	Bidder Response:

D. BUSINESS REQUIREMENTS

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

1	Describe in detail previous experience in providing each of the required Therapy Services. Bidder Response:
2	Describe in detail previous experience with Restorative Care Plan and developing successful in-house exercise programs for similar sized facilities. Bidder Response:
3	Describe company policies and procedures for conducting background, criminal, and sex offender checks on all employees conducting business at the facilities and facility grounds, including frequency of registry checks. Provide documentation verifying that all professionals provided by Contractor to perform services are not on Sex Offender, or Nebraska APS/CPS Registries, have no felony convictions and have not been cited by the Office of the Inspector General Exclusion List. Contractor will continue to monitor and periodically perform registry checks of professional staff assigned to perform services for NDVA, and any changes regarding the status of any of the professional must be reported to NDVA immediately upon discovery. The documentation required under this section shall be provided to each of the NDVA facility(s) where the professional will be performing services. Bidder Response:
4	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. Bidder Response
5	Accept Medicare Assignment by billing both Medicare Part B and the Member's supplemental insurance. GIVH/CNVH/ENVH does not participate in Medicare Part A; therefore, Contractor can only bill Medicare Part B. Contractor will timely bill GIVH/CNVH/ENVH for all clients that are veterans that have a 70% service connection or higher and that reside in a skilled neighborhood. Please describe your current billing process for Medicare clients including timelines for each. Bidder Response:
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:
7	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. Bidder Response:
8	Please describe how your company will ensure that each professional provided by Contractor to perform services for NDVA, meets the following standards: <ul style="list-style-type: none"> a. Holds, at all times during the term of the contract, any and all licensing, certification and/or accreditation required to perform the services; b. Is at all times competent and adequately trained to provide the professional services set forth in Section V of the RFP. 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; d. Has reviewed and will adhere to all security and administrative requirements (available

	<p>upon request) of the NDVA facility(ies) where the professionals will perform services, including, without limitation, wearing a designated identification badge above the waist and in a manner easily visible to facility staff and members at all times while working in the facility;</p> <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>
	Bidder Response:
9	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.
	Bidder Response:
10	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.
	Bidder Response:
11	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.
	Bidder Response:
12	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.
	Bidder Response:

E. SCOPE OF PRACTICE

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

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

2	<p>Equipment at GIVH/CNVH facility, :</p> <p>Contractor is required to provide their own office equipment and office supplies, including but not limited to: fax, computer, internet, calculator, file cabinets, paper, and Medicare forms.</p> <p>Rehabilitation equipment, presently at the 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.</p> <p>Therapy equipment currently provided by GIVH/CNVH includes, but is subject to change:</p> <table border="1" data-bbox="207 436 1377 1129"> <tr><td>3 hydro collator</td><td>blanket warmer</td><td>Motorized Parallel bars</td></tr> <tr><td>Alter G, Treadmill</td><td>shoulder ladder</td><td>2 Colorado cycles</td></tr> <tr><td>3 Nu Steps</td><td>standing frame</td><td>wall pulley</td></tr> <tr><td>overhead pulley</td><td>leg press</td><td>triceps press</td></tr> <tr><td>2 mat tables (bariatric/electric)</td><td>Stimulator/ultrasound</td><td>Intelect Ultrasound combo unit</td></tr> <tr><td>Diathermy</td><td>Wii and balance board</td><td>shoulder wheel</td></tr> <tr><td>2 I-pads</td><td>weights</td><td>7 T-Bars</td></tr> <tr><td>balance balls</td><td>weighted balls</td><td>beach balls</td></tr> <tr><td>bouncy balls</td><td>games</td><td>2 large peg boards</td></tr> <tr><td>mini peg board</td><td>graduated clothespin</td><td>fine motor activities</td></tr> <tr><td>3 weighted blankets</td><td>canes</td><td>4 walkers</td></tr> <tr><td>gait belts</td><td>slide board</td><td>balance board</td></tr> <tr><td>foam balance beam</td><td>bolsters & wedges (various)</td><td>balance disc</td></tr> <tr><td>full body lift</td><td>sit to stand lift</td><td>splinting materials</td></tr> <tr><td>graded step ladder</td><td>mirror</td><td>ROM arc</td></tr> <tr><td>speech resources</td><td>realistic pets</td><td>hand skate</td></tr> <tr><td>graded squeeze balls</td><td>hand exercisers</td><td>cones</td></tr> <tr><td>T-bands</td><td>Thera Putty</td><td>sock aid reacher</td></tr> <tr><td>2 oximeter</td><td>Vital sign tower</td><td>amplifiers</td></tr> <tr><td>TENS unit</td><td>electric skillet</td><td>Velcro (various width)</td></tr> <tr><td>tool box tools</td><td>blocks</td><td>foam bats</td></tr> <tr><td>bean bags</td><td>goniometer</td><td>dynamometer</td></tr> <tr><td>communication boards</td><td>step box</td><td>leg lifter</td></tr> <tr><td>VersaTrainer</td><td></td><td></td></tr> </table> <p>Please indicate how you would be able to provide services to members with the above resources.</p>	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	Intelect Ultrasound combo unit	Diathermy	Wii and balance board	shoulder wheel	2 I-pads	weights	7 T-Bars	balance balls	weighted balls	beach balls	bouncy balls	games	2 large peg boards	mini peg board	graduated clothespin	fine motor activities	3 weighted blankets	canes	4 walkers	gait belts	slide board	balance board	foam balance beam	bolsters & wedges (various)	balance disc	full body lift	sit to stand lift	splinting materials	graded step ladder	mirror	ROM arc	speech resources	realistic pets	hand skate	graded squeeze balls	hand exercisers	cones	T-bands	Thera Putty	sock aid reacher	2 oximeter	Vital sign tower	amplifiers	TENS unit	electric skillet	Velcro (various width)	tool box tools	blocks	foam bats	bean bags	goniometer	dynamometer	communication boards	step box	leg lifter	VersaTrainer		
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	Intelect Ultrasound combo unit																																																																							
Diathermy	Wii and balance board	shoulder wheel																																																																							
2 I-pads	weights	7 T-Bars																																																																							
balance balls	weighted balls	beach balls																																																																							
bouncy balls	games	2 large peg boards																																																																							
mini peg board	graduated clothespin	fine motor activities																																																																							
3 weighted blankets	canes	4 walkers																																																																							
gait belts	slide board	balance board																																																																							
foam balance beam	bolsters & wedges (various)	balance disc																																																																							
full body lift	sit to stand lift	splinting materials																																																																							
graded step ladder	mirror	ROM arc																																																																							
speech resources	realistic pets	hand skate																																																																							
graded squeeze balls	hand exercisers	cones																																																																							
T-bands	Thera Putty	sock aid reacher																																																																							
2 oximeter	Vital sign tower	amplifiers																																																																							
TENS unit	electric skillet	Velcro (various width)																																																																							
tool box tools	blocks	foam bats																																																																							
bean bags	goniometer	dynamometer																																																																							
communication boards	step box	leg lifter																																																																							
VersaTrainer																																																																									
	Bidder Response:																																																																								
3	<p>Equipment at ENVH:</p> <p>Contractor is required to provide their own office equipment and office supplies, including but not limited to: fax, computer, internet, calculator, file cabinets, paper, and Medicare forms.</p> <p>Rehabilitation equipment, presently at the ENVH facility, may be utilized by the Contractor in the treatment of Members. Therapy equipment provided by ENVH includes, but is subject to change:</p> <table border="1" data-bbox="207 1497 1377 1787"> <tr><td>6 Nu Steps,</td><td>1 Omni-cycle,</td><td>1 Treadmill,</td></tr> <tr><td>Ultra sound,</td><td>Diathermy</td><td>Finger dexterity things</td></tr> <tr><td>Balance board</td><td>Therapy mat</td><td>Hand weights,</td></tr> <tr><td>T-Bars</td><td>Bow flex for WC</td><td>Standing frame</td></tr> <tr><td>EVA walkers</td><td>Hydrocollator</td><td>Wall pulleys</td></tr> <tr><td>Overhead pulleys</td><td>Walkers</td><td>Canes</td></tr> <tr><td>Cones</td><td>Peg board</td><td>S/S lifts</td></tr> <tr><td>FB lifts</td><td>Stairs</td><td>Oximeter</td></tr> <tr><td>Pivot Disc</td><td>Slide boards</td><td>Gait belts</td></tr> <tr><td>Wii and balance board</td><td>ADL Equipment</td><td></td></tr> </table> <p>Please indicate how if you would be able to provide services to members with the above resources.</p>	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																																											
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																																																																								
	Bidder Response:																																																																								

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.
	Bidder Response:
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.
	Bidder Response:

F. OPTIONAL SERVICES:

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

Optional services may be requested for the following facilities:

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

G. DELIVERABLES

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

VI. PROPOSAL INSTRUCTIONS

This section documents the requirements that should be met by bidders in preparing the Technical Proposal. Bidders should identify the subdivisions of "Project Description and Scope of Work" clearly in their proposals; failure to do so may result in disqualification. Failure to respond to a specific requirement may be the basis for elimination from consideration during the State's comparative evaluation.

Proposals are due by the date and time shown in the Schedule of Events. Content requirements for the Technical Proposal are presented in the following subdivisions; format and order:

A. PROPOSAL SUBMISSION

1. REQUEST FOR PROPOSAL FORM

By signing the "RFP for Contractual Services" form, the bidder guarantees compliance with the provisions stated in this RFP, agrees to the Terms and Conditions stated in this RFP unless otherwise agreed to, and certifies bidder maintains a drug free work place environment.

The RFP for Contractual Services form must be signed using an indelible method (not electronically) and returned per the schedule of events in order to be considered for an award.

Sealed proposals must be received in the State Purchasing Bureau by the date and time of the proposal opening per the Schedule of Events. No late proposals will be accepted. No electronic, e-mail, fax, voice, or telephone proposals will be accepted.

It is the responsibility of the bidder to check the website for all information relevant to this solicitation to include addenda and/or amendments issued prior to the opening date. Website address is as follows: <http://das.nebraska.gov/materiel/purchasing.html>

Further, Sections II through VI must be completed and returned with the proposal response.

2. 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.

b. FINANCIAL STATEMENTS

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

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

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

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

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.

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.

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.

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.

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.

h. SUMMARY OF BIDDER'S CORPORATE EXPERIENCE

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

The bidder should address the following:

- i. Provide narrative descriptions to highlight the similarities between the bidder's experience and this RFP with government and long term care organizations. These descriptions should include:
 - a) The time period of the project;
 - b) The scheduled and actual completion dates;
 - c) The Contractor's responsibilities;
 - d) For reference purposes, a customer name (including the name of a contact person, a current telephone number, a facsimile number, and e-mail address); and
 - e) Each project description should identify whether the work was performed as the prime Contractor or as a subcontractor. If a bidder performed as the prime

Contractor, the description should provide the originally scheduled completion date and budget, as well as the actual (or currently planned) completion date and actual (or currently planned) budget.

- ii. Contractor and subcontractor(s) experience should be listed separately. Narrative descriptions submitted for subcontractors should be specifically identified as subcontractor projects.
- iii. If the work was performed as a subcontractor, the narrative description should identify the same information as requested for the Contractors above. In addition, subcontractors should identify what share of contract costs, project responsibilities, and time period were performed as a subcontractor.

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.

i. STAFFING REQUIREMENTS AND LICENSING

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

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

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

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

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

j. SUBCONTRACTORS

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

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

3. TECHNICAL APPROACH

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

- a.** Understanding of the project requirements;
- b.** Proposed development approach;
- c.** Contractor Requirements
- d.** Business Requirements
- e.** Deliverables; and
- f.** Scope of Practice.

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:	
Bidder Address:	
Contact Person & Title:	
E-mail Address:	
Telephone Number (Office):	
Telephone Number (Cellular):	
Fax Number:	

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:	
Bidder Address:	
Contact Person & Title:	
E-mail Address:	
Telephone Number (Office):	
Telephone Number (Cellular):	
Fax Number:	

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

Bidder Name:	
Bidder Address:	
Contact Person:	
E-mail Address:	
Telephone Number:	
Fax Number:	
Number of Attendees:	

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:	
COMPLETE ADDRESS:	
TELEPHONE NUMBER:	
FAX NUMBER:	
DATE:	
SIGNATURE:	
TYPED NAME & TITLE OF SIGNER:	

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

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

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

GRAND ISLAND VETERANS HOME

Order Type: Therapy Orders

Resident / Location	Health Record #	Order Date	Order Code	Order Text
Member	1	06/16/2017	PT	Physical Therapy recertification for 3x/wk x 4 wks
		07/11/2017	PT	Physical therapy- continuation of PT for 1x/wk x 1 wk
		02/23/2018	PT	PHYSICAL THERAPY EVALUATE AND TREAT FOR ACUTE RIGHT KNEE PAIN
		02/27/2018	PT	PT clarification: PT eval completed.PT to tx 5x/wk x 2wks initially
		03/12/2018	PT	PT recertification: PT to tx 5x/wk x 2 wks
		03/28/2018	PT	PT recertification: PT to tx 5x/wk x 2wks
		04/11/2018	PT	PT recertification: PT to treat 3x/wk x 4wks
		05/07/2018	PT	PT recertification: PT to tx 3x/wk x 2 wks
Member	2	06/19/2017	PT	Physical therapy recertification for 3x/wk x 4 wks
		09/28/2017	PT	PT evaluate for appropriate walker
		10/06/2017	ST	ST evaluate and treat for speech/cognitive deficit
		10/06/2017	PT	PT clarification: PT evaluation completed.PT to treat 5x/wk x 4 wks
		11/01/2017	OT	OT evaluation complete: OT to treat 3x/wk for 4 wks
		11/02/2017	PT	PT recertification: PT to continue 5x/wk x 4 wks
		11/22/2017	OT	OT Recertification: OT to continue 3x/wk for 4 wks
		11/29/2017	PT	PT recertification: PT to treat 5x/wk x 4 wks
		12/18/2017	OT	OT Recertification to treat 3x/wk for 4 wks
		12/28/2017	PT	PT recertification: PT to treat 5x/wk x 2 wks
		01/11/2018	PT	PT recertification: PT to tx 5x/wk up to 2 wks
Member	3	09/11/2017	OT	OT evaluate W/C for proper postural trunk support (nursing report significant leaning)
		02/06/2018	OT	OT POST HOSPITAL EVALUATION
		02/06/2018	PT	PT POST HOSPITAL EVAL
		02/14/2018	OT	OT Evaluation completed to treat pt 1x/wk for 4 wks
		03/12/2018	OT	OT recertification completed to treat pt 1x/wk for 4 wks
Member	4	10/17/2017	PT	PT evaluate for restorative recommendations/modifications
		11/15/2017	PT	PT recertification: PT to continue 3x/wk x 4 wks
		03/13/2018	ST	ST treatment cognitive linguistic
		04/05/2018	PT	PT EVAL Indication - fall
		04/11/2018	PT	PT clarification: PT to treat 3x/wk x 4 wks
		05/09/2018	PT	PT recertification: PT to tx 3x/wk x 4 wks
		05/30/2018	PT	PT recertification: PT to tx 3x/wk x 4 wks
Member	5	09/12/2017	PT	PT evaluate gait
		09/15/2017	PT	PT clarification: PT to treat 3x/wk x 4wks per POC
		10/03/2017	ST	ST evaluate cognitive abilities
		04/05/2018	OT	OT EVAL for cognitive impairment/navigation strategies
		04/11/2018	OT	OT Clarification: 1x/wk for 4 wks per POC
		05/09/2018	OT	OT Recertification: 1x/wk for 4 wks per POC
Member	6	06/14/2017	PT	Physical therapy- recertification for 30 days per plan of care
		08/07/2017	OT	OT evaluate wheelchair seating and positioning
		09/21/2017	OT	OT post-hospital evaluation
		09/21/2017	PT	PT post hospital evaluation
		10/20/2017	OT	OT Recert: OT to treat 1x/wk for 4/wks per POC.
		10/23/2017	PT	PT recertification: PT to continue 3x/wk x 4 wks per updated POC
		10/24/2017	PT	Medical hold from PT x 1 week
		11/01/2017	PT	PT recertification: PT to continue 3x/wk x 4 wks
		11/13/2017	OT	OT EVALUATE SEATING - INDICATION: SHEARING
		11/13/2017	PT	PT EVAL and TREAT for generalized weakness s/p hospitalization
		11/15/2017	PT	PT clarification: PT to tx 3x/wk x 4 wks per POC
		11/19/2017	OT	OT clarification: OT to tx 1x/wk for 4 wks per POC
		12/13/2017	OT	OT Recertification to treat pt 1x/wk for 4 wks per POC

Attachment B

		12/15/2017	PT	PT recertification: PT to tx 3x/wk x 4 wks per updated POC
		03/08/2018	OT	OT EVAL FOR W/C FITTING Difficulty in walking,
		03/16/2018	OT	OT clarification: 1x/wk for 4 wks per POC
		04/11/2018	OT	OT clarification: 1x/wk for 4 wks per POC
		05/30/2018	OT	OT to evaluation for seating and positioning in new w/c arrival
Member	7	08/24/2017	OT	OT eval and treat for seating and positioning in new wheelchair
		12/05/2017	PT	PT EVAL for RLE positioning recommendations. HX of tib/fib FX
		12/11/2017	OT	OT CONSULT for seating/positioning evaluation
		12/11/2017	PT	PT evaluation completed: PT to treat 5x/wk x 4 wks per POC
		12/13/2017	OT	OT evaluation complete. OT 1x/wk for 4 wks for w/c seating and
		01/02/2018	PT	PT to continue treatment per POC 5x/wk
		01/10/2018	OT	OT Recertification to treat pt 1x/wk for 4 wks per POC
		01/11/2018	PT	PT recertification: PT to treat 5x/wk x up to 2 wks per updated POC
Member	8	05/02/2018	PT	PT EVAL
		05/08/2018	PT	PT clarification: PT to tx 5x/wk x 2 wks per POC
Member	9	10/23/2017	OT	OT evaluate - WC headrest adjustment
Member	10	08/24/2017	PT	PT - acute low back/coccyx pain s/p fall 8.21.17
		08/25/2017	PT	PT - acute low back/coccyx pain s/p fall 8.21.17
		09/01/2017	PT	Physical Therapy to treat 5x/wk x 4 wks per POC
		10/13/2017	ST	ST
		11/17/2017	PT	PT EVAL PER CENTRAL NE ORTHO FOR RIGHT SHOULDER PAIN FOR ROM, STRENGTHING AND MODALITIES.
		11/27/2017	PT	PT Clarification: PT to treat 5x/wk x 2 wk per POC for shoulder pain
		12/13/2017	OT	OT Post hospital eval
		12/13/2017	PT	PT Post Hosp. Eval
		12/15/2017	OT	OT Evaluation completed. OT to treat 2x/wk for 4 wks per POC
		01/11/2018	PT	PT recertification: PT to treat 5x/wk up to 2 wks per updated POC
Member	11	09/08/2017	PT	PT evaluate/treat. Indication: bilateral foot pain
		09/21/2017	PT	PT clarification order: PT to treat 3x/wk x 4 wks for ankle pain per POC
Member	12	09/27/2017	ST	ST evaluation INDICATION: pocketing food, difficulty chewing food.
		10/26/2017	PT	PT EVALUATION FOR ALTERED GAIT, INCREASED WEAKNESS
		10/30/2017	PT	PT clarification: PT to treat 3x/wk x 4 wks per POC for weakness
		10/30/2017	PT	PT clarification: PT to treat 3x/wk x 4 wks per POC for weakness
		11/27/2017	PT	PT recertification: increased to 5x/wk x 4 wks per updated POC pr
		12/21/2017	OT	OT consult for walker evaluation
		12/27/2017	OT	OT consult for wheelchair eval
		12/28/2017	PT	PT recertification: PT to treat 2x/wk x 4 wks per updated POC
		12/28/2017	OT	OT Evaluation complete. OT to treat pt 1x/wk for 4 wks per POC
		01/24/2018	OT	OT Recertification to treat pt 3x in 30 days per POC
Member	13	06/26/2017	PT	PT to evaluate and make recommendation for transfer
		02/20/2018	PT	PT evaluation for transfer recommendations
		02/21/2018	PT	PT clarification: PT to treat 5x in 2 wks per POC
Member	14	05/17/2018	PT	PT EVAL - indication: sciatica
		05/18/2018	PT	PT clarification: PT to tx 5x/wk x 4 wks
Member	15	06/26/2017	PT	PT for thoracic back spasm. Tennis ball manual therapy
		07/31/2017	PT	Physical Therapy recertification for 3x/wk x 4 wks per POC
Member	16	09/07/2017	PT	PT EVALUATE GAIT/STRENGTH for increased falls
		10/13/2017	PT	PT clarification: PT to continue 3x/wk x 2 wks per updated POC p
		05/09/2018	PT	PT EVAL for gait assessment. Indication - fall
		05/16/2018	PT	PT clarification: PT to tx 5x/wk x 2 wks per POC
Member	17	06/12/2017	PT	Physical Therapy PROM & AROM s/p trigger finger release
		06/13/2017	OT	occupational therapy for PROM and AROM s/p trigger finger release f
		07/12/2017	OT	Occupational Therapy recertification for 3x/wk x 4 wks per POC
		08/18/2017	PT	PT evaluate for restorative

Attachment B

		09/18/2017	PT	PT recertification: PT to treat 5x/wk x 4wks per updated POC
		05/02/2018	PT	PT EVAL
		05/08/2018	PT	PT clarification: PT to tx 5x/wk x 4 wks per PO
Member	18	07/07/2017	OT	Occupational Therapy recertification for 1x/wk x 4 wks per POC
		08/22/2017	OT	Occupational Therapy eval and treat for seating & positioning- new equipme
		11/29/2017	OT	OT to evaluate seating and positioning with new wheelchair part arrival
		12/06/2017	OT	OT Evaluation completed. OT to treat 6x in 30 days per POC
		01/03/2018	OT	OT Recertification to treat pt 3x in 30 days per POC
Member	19	07/24/2017	PT	PT - strained left medial head gastrocnemius
		08/03/2017	PT	Physical Therapy recertification 5x/wk x 4wk with changes to POC
		08/16/2017	PT	Physical Therapy recertification decreased frequency 3x/wk x 4 wks per POC
		09/12/2017	PT	PT recertification completed for 3x/wk x 4 wks per POC
Member	20	06/06/2017	PT	PHYSICAL THERAPY EVALUATE FOR GAIT/BALANCE
		07/03/2017	PT	PT for acute low back pain post fall
		07/11/2017	ST	ST evaluate for coughing during eating
		08/01/2017	PT	Physical therapy recertification for 5x/wk x 4 wks per POC
		08/11/2017	ST	ST recertification for continued therapy for swallowing
		09/07/2017	ST	ST recertification completed
		09/22/2017	PT	PT evaluate for restorative recommendations - left inferior pubic ramus FX
		09/26/2017	PT	PT clarification: evaluation completed. PT to treat 5x/wk x 2 wks per POC
		10/10/2017	PT	PT recertification: PT to treat 5x/wk x 4 wks per POC
		11/02/2017	PT	PT recertification: PT to continue 5x/wk x 2wks per updated POC
		03/08/2018	ST	ST EVALUATION for diet safety and strengthening for COPD, Safety
		03/13/2018	ST	ST treatment dysphaga
		04/09/2018	ST	ST recertification
		05/29/2018	PT	PT Consult for gait evaluation
Member	21	09/20/2017	PT	PT evaluate gait
		10/23/2017	PT	PT clarification: PT to continue 3x/wk per POC
		02/26/2018	PT	PHYSICAL THERAPY EVALUATION for Weakness
		03/02/2018	PT	PT clarification: PT to tx 5x/wk xup to 4 wks per POC
		03/27/2018	PT	PT recerfication: PT 5x/wk x4 wks per updated POC
Member	22	06/06/2017	ST	ST discharge
		06/06/2017	PT	Discharge from PT with highest level achieved
		06/26/2017	PT	PT evaluate transfer/gait
		08/22/2017	OT	OT evaluate W/C seating
		09/07/2017	OT	Occupational therapy to treat 3x/wk x 4 wks per POC
		10/04/2017	OT	OT clarification: OT to continue tx 3x/wk x 4 wks per PO
		10/24/2017	ST	ST EVAL
		11/13/2017	OT	OT EVAL
		11/16/2017	OT	OT Evaluation completed. 1x/wk for 4 wks per POC
		12/13/2017	OT	OT Recertification to treat pt 1x/wk for 4 wks per POC
		01/08/2018	OT	OT Recertification to treat pt 1x/wk for 4 wks per POC
		02/20/2018	ST	ST consult to evaluate and make dietary recommendations.
		03/12/2018	ST	ST for dysphagia follow-up
Member	23	06/06/2017	PT	PT discharge as patient met goals.
		06/16/2017	OT	occupational therapy recertification for 3x/wk x 4wks per updated POC
		09/13/2017	PT	PT evaluation transfer - Indication: falls
		09/15/2017	PT	PT clarification: PT to treat 5 visits in 2 wks per POC
Member	24	03/27/2018	OT	OT EVAL - post hospital f/u
		03/27/2018	PT	PT EVAL for weakness/post hospital f/u
		03/29/2018	PT	PT clarification: PT to tx 5x/wk x 4 wks per POC

Attachment B

		04/25/2018	PT	PT recertification: PT to tx 5x/wk x 4 wks per updated POC
		05/22/2018	PT	PT recertification: PT to tx 5x/wk x 4 wks per POC
Member	25	03/08/2018	PT	PT evaluation and treat for posture and gait changes
		03/19/2018	PT	PT clarification: PT to tx 3x/wk x 4 wks per POC
		04/19/2018	PT	PT recertification: PT to tx 3x/wk x 2 wks per updated POC
Member	26	02/08/2018	OT	OT evaluation and tx for seating and positioning in new electric w/c
		02/12/2018	OT	OT Evaluation completed. OT to treat pt 1x/wk for 4 wks per POC
		03/07/2018	OT	OT recertification to treat pt 4 times in 30 days per POC
		04/02/2018	OT	OT recertification: 6 times in 30 days per POC
		04/30/2018	OT	OT Recertification: 8x in 30 days per POC
Member	27	06/20/2017	PT	PT evaluate for neck pain
		07/05/2017	OT	OT evaluate new seating
		04/16/2018	OT	OT EVAL
		04/16/2018	PT	PT EVAL
		04/19/2018	PT	PT clarification: PT to treat 5x/wk x 1 wk per POC
		04/19/2018	OT	OT Clarification: 2x/wk for 4 wks per POC
Member	28	02/08/2018	PT	PT EVAL FOR WEAKNESS
		02/13/2018	PT	PT clarification: PT to tx 5x/wk x 4 wks per POC
		02/23/2018	PT	PT - post hospital eval
		02/23/2018	OT	OT - post-hospital eval p
		02/28/2018	PT	PT clarification: PT to tx 5x/wk x 4 wks per POC
		03/02/2018	OT	OT Evaluation completed to treat pt 2x/wk for 4 wks per POC
		04/10/2018	OT	OT - POST HOSPITAL EVAL
		04/10/2018	PT	PT POST-HOSPITAL EVAL
		04/12/2018	ST	Evaluate for dietary recommendations
		04/13/2018	OT	OT Clarification: 1x/wk for 4 wks per POC
		04/16/2018	PT	PT clarification: PT to tx 5x/wk x 4 wks per POC
		04/17/2018	ST	ST treatment Dysphagia
		04/17/2018	PT	Clarification: Hold PT x 1 wk
		05/14/2018	ST	ST recertification
Member	29	06/06/2017	OT	OT discharge patient refused
		06/06/2017	OT	OT discharge as pt refused
		08/02/2017	OT	OT to evaluate seating - new wheelchair
		09/08/2017	OT	OT clarification--OT to treat 3x/week for 4 weeks per POC
		11/06/2017	OT	occupational therapy to evaluate seating
		11/15/2017	OT	OT Evaluation completed. OT to treat 1x/wk for 4 wks per POC
		12/13/2017	OT	OT Recertification to treat pt 1x/wk for 4 wks per POC
		01/03/2018	OT	OT Recertification to treat pt 1x/wk for 4 wks per POC
		01/31/2018	OT	OT Recertification to treat pt 1x/wk for 4 wks per POC
Member	30	10/23/2017	PT	PT - POST HOSPITAL EVAL
		10/23/2017	OT	OT - POST HOSPITAL EVALUATION
		11/02/2017	PT	PT evaluation completed. PT to treat 5x/wk x 2 wks per POC
Member	31	09/08/2017	PT	PT to Evaluate and treat as indicatated new admit to facility
		09/08/2017	OT	OT to evaluate and treat ADL assessment and cognitive ability for Quality of Life
		09/11/2017	ST	ST evaluate/treat cognition skills/deficient
		09/11/2017	OT	OT evaluate and treat - new admission
		09/11/2017	PT	PT evaluate and treat as indicated - new admission
		09/13/2017	PT	PT clarification: evaluation completed. PT to treat 5x/wk x 4 wks per POC
		09/29/2017	ST	Recertification for ST due to change in payer source
		10/13/2017	PT	PT recertification: PT to continue 5x/wk x 4wks
		10/26/2017	PT	PT Recertification: PT to tx 5x/wk x 4 wks per updated POC
		10/31/2017	ST	Recertification for ST to continue with therapy
		11/21/2017	PT	PT recertification: PT to continue 5x/wk x up to 2 wks per updated POC

Attachment B

		11/22/2017	ST	ST recertification completed
Member	32	06/19/2017	PT	PT to evaluate for gait instability
Member	33	05/14/2018	PT	PT EVAL for exercise program recommendations
Member	34	03/28/2018	PT	PT EVAL for neck pain, decreased ROM
		03/30/2018	PT	PT clarification: PT to tx 5x/wk x 2 wks for neck pain
		04/13/2018	PT	PT recertification: PT to continue 5x/wk x 2 wks per updated POC
Member	35	07/05/2017	OT	OT EVALUATE SEATING
		10/11/2017	OT	OT Post hospital eval
		10/11/2017	PT	PT EVAL - post hospital f/u
Member	36	06/06/2017	OT	OT discharge from services
		06/23/2017	OT	OT evaluation and treatment as needed for post-hospital evaluation
		06/23/2017	PT	PT FOR POST HOSPITAL EVAL AND TREATMENT AS NEEDED
		12/28/2017	PT	Physical therapy evaluation - post hospital f/u
		01/04/2018	PT	PT clarification: PT to treat 5x/wk up to 4 wks per POC
		05/04/2018	ST	ST EVAL for dysphagia
		05/09/2018	ST	ST continued treatment
Member	37	04/16/2018	OT	OT to evaluate and treat as indicated for seating and positioning new w/c
		04/24/2018	OT	OT Clarification: 1x/wk for 4 wks per POC
Member	38	05/15/2018	ST	ST EVAL for difficulty chewing foods
		05/22/2018	ST	ST treatment dysphagia
		05/23/2018	PT	PT EVAL for back pain
		05/29/2018	PT	PT clarification: PT to treat 5x/wk x up to 4 wks per POC
		05/29/2018	OT	OT EVAL - Indication: pain while seated in wheelchair
Member	39	10/05/2017	PT	PT - Bilateral knee pain, lateral and medial to patella
		10/13/2017	PT	PT clarification: PT eval completed. PT to treat 3x/wk x 4 wks per PO
		11/13/2017	PT	PT recertification: PT to treat 3 visits in 4 weeks per updated POC
Member	40	09/08/2017	PT	PT evaluate - left shoulder pain.
		09/13/2017	PT	PT clarification: PT eval completed. PT to treat 5 times in 2 wks per POC
Member	41	05/03/2018	PT	PT EVAL - low back pain
		05/16/2018	PT	PT clarification: PT to tx 3x/wk x 4 wks per POC for back pain
Member	42	06/21/2017	PT	Physical Therapy recertification for 4x/wk x 4wks per updated POC
		07/17/2017	PT	Physical Therapy recertificaton 4x/wk x 4 wks per POC
		08/14/2017	PT	Physical Therapy recertification for 4x/wk x 4 wks per POC
		08/14/2017	ST	ST evaluate eating
		09/08/2017	PT	PT recertification to treat 4x/wk x 4 wks per POC
		10/04/2017	PT	PT recertification: PT to treat 4x/wk x 4 wks per POC
		11/01/2017	PT	PT recertification: PT to treat 3x/wk x 4 wks per updated POC
		11/14/2017	OT	OT - post hospital eval
		11/14/2017	PT	PT post hospital evaluation
		11/14/2017	ST	ST - post hospital evaluation, with diet change
		12/15/2017	PT	PT clarification: PT to tx 3x/wk x 4 wks per POC
		01/16/2018	PT	PT recertification: PT to treat 3x/wk x 4 wks per updated POC
		02/08/2018	PT	PT recertification: PT to continue tx 3x/wk x 4wks per POC
		03/08/2018	PT	PT recertification: PT to continue tx 3x/wk x 4 wks per updated POC
		04/04/2018	PT	PT recertification: PT to tx 3x/wk x 4 wks per updated POC
		05/02/2018	PT	PT recertification: PT to continue tx 3x/wk x 4 wks per updated POC
		05/29/2018	PT	PT recertification: PT continue 3x/wk x 4 wks per updated POC
Member	43	12/04/2017	PT	PT EVAL for review/tolerance of restorative activity
Member	44	06/14/2017	PT	PT - please evaluate for gait changes and increased low back pain
		07/13/2017	PT	Physical Therapy to continue per POC 3x/wk x 4 wks
		08/10/2017	PT	Physical Therapy order to continue 3x/wk x 4 wks per POC
Member	45	10/02/2017	PT	PT evaluate s/p pacemaker insertion
Member	46	06/02/2017	OT	Occupational therapy

Attachment B

Member	47	09/28/2017	PT	PT EVALUATE GAIT
		10/04/2017	PT	PT clarification: PT eval completed. PT to tx 5x/wk x 4 wks per POC
		10/06/2017	ST	ST evaluate and treat for word-find deficits
		10/30/2017	PT	PT recertification: PT to treat 5x/wk x 4 wks
		11/10/2017	ST	ST recertification completed to continue therapy
		11/22/2017	PT	PT recertification: PT to treat 5x/wk x 4 wks per updated POC
		12/06/2017	ST	ST recertification
		01/02/2018	ST	ST recertification
		02/01/2018	PT	PT for gait/transfer evaluation
		02/06/2018	PT	PT evaluation completed. PT to tx 5x/wk x 2 wks per POC
		02/26/2018	PT	PT recertification: PT to continue tx 5x/wk x 4 wks per POC
		03/15/2018	PT	PT to treat 5x/wk per POC
		03/16/2018	PT	PT recertification: PT 5x/wk x 2 wks per updated POC
		03/30/2018	PT	PT recertification: PT to tx 5x/wk x 4 wks per POC
		04/26/2018	PT	PT recertification: PT to tx 5x/wk x 4 wks per updated POC
Member	48	07/17/2017	PT	PT evaluate lower extremity weakness
Member	49	06/14/2017	ST	ST - evaluate and initiate cognitive therapy
Member	50	06/06/2017	OT	OT discharge
		06/12/2017	OT	OT for chair position (new brace and buttock wound)
		02/21/2018	PT	PT CONSULT FOR GAIT/TRANSFER
		02/26/2018	PT	PT eval completed. PT to tx 3x/wk up to 4 wks per POC
		05/14/2018	PT	PT EVAL for left knee immobilizer/brace
		05/22/2018	PT	PT clarification: PT to treat 5x in 4 wks per POC
Member	51	06/26/2017	PT	Physical therapy to continue per POC
		05/15/2018	OT	OT EVAL for recurrent falls
		05/15/2018	PT	PT EVAL for recurrent falls
		05/16/2018	OT	OT Clarification: 2x/wk for 4 wks per POC
		05/17/2018	PT	PT clarification: PT to tx 5x/wk x 4 wks per POC
Member	52	06/05/2017	PT	physical therapy evaluate for leg pain and restorative plan
		07/07/2017	PT	Physical Therapy recerfication for 3x/wk x 3 wks per updated POC
		08/29/2017	ST	ST evaluation. Indication: choking episode
		09/01/2017	ST	ST treatment
		10/03/2017	PT	PT to evaluate and treat for knee pain
		10/30/2017	PT	PT Recertification: PT to treat 3x/wk x 4 wks per updated POC
		05/02/2018	OT	OT screen for room adapations - Indication: fall
Member	53	07/18/2017	OT	OT to evaluate new equipment for wheelchair
		09/01/2017	OT	Occupational Therapy recertification for 10 visits in 8 wks per POC
		12/01/2017	ST	ST EVAL to evaluate for dysphagia.
		03/06/2018	ST	ST EVALUATION for difficulty swallowing/choking episodes
		03/08/2018	OT	OT - evaluate arm splint for appropriate fitting. Indication: Pain
		03/12/2018	OT	OT clarification: OT 1x/wk for 4 wks per POC
		03/08/2018	ST	ST for dysphagia
		04/04/2018	ST	ST recertification
		04/11/2018	OT	OT Clarification: 1x/wk for 4 wks per POC
		05/03/2018	ST	ST recertification
		05/07/2018	OT	OT Recertification: 1x/wk for 4 wks per POC
Member	54	07/10/2017	PT	PT evaluate and treat for left TKR
		07/10/2017	OT	OT evaluate s/p left TKR
		08/04/2017	PT	Physical Therapy recertification for 3x/wk x 4 wks per POC
Member	55	06/16/2017	OT	Occupational Therapy Recertification for 3x/wk x 4 wks per updated POC
		06/16/2017	PT	Physical Therapy recertification for 5x/wk x 4 wks per updated POC
		10/19/2017	OT	OT post hospital evaluation
		10/19/2017	PT	PT - post hospital eval
		10/24/2017	PT	PT evaluation completed. PT to treat 5x/wk for up to 2 wks per POC

Attachment B

		10/25/2017	OT	OT Clarification: OT to treat 3x/wk for 4 wks per POC
		02/05/2018	OT	OT evaluation and treat for seating and positioning in new w/c
		02/09/2018	OT	OT Evaluation completed. OT to treat pt 1x/wk for 4 wks per POC
Member	56	07/20/2017	PT	PT to evaluate and make transfer recommendations
		02/01/2018	OT	OT for W/C evaluation
		02/09/2018	OT	OT Clarification: OT to treat pt 1x/wk for 4 wks per POC
		03/07/2018	OT	OT recertification to treat pt 1x/wk for 4 wks per POC
		04/02/2018	OT	OT recertification: 1x/wk for 4 wks per POC
		05/02/2018	OT	OT Recertification: 1x/wk for 4 wks per POC
		05/25/2018	OT	OT Recertification: 1x/wk for 4 wks per POC
Member	57	03/08/2018	OT	OT evaluation and tx for seating and positioning in w/c
		03/16/2018	OT	OT Clarification: 1x/wk for 4 wks per POC
Member	58	08/04/2017	OT	occupational Therapy to evaluate and treat for seating and positioning
		09/08/2017	OT	OT clarification--OT to treat 6 visits in 4 weeks per POC
		10/24/2017	OT	OT EVAL for new adaptic equipment for W/C
		11/01/2017	OT	OT Evaluation completed: OT to treat 1x/wk for 4 wks per POC
		11/29/2017	OT	OT Recertification: OT to treat 1x/wk for 4 wks per POC
		12/28/2017	OT	OT Recertification to treat pt 3x in 30 days per POC
		01/10/2018	OT	OT Recertification to treat pt 5x in 30 days per POC
		04/30/2018	OT	OT FOR SPLINT EVALUATION
		05/09/2018	OT	OT Clarification: 2x/wk for 4 wks per POC
Member	59	06/07/2017	OT	OT TO EVALUATE FOR ADL NEEDS. 2 FALLS IN PAST 30 DAYS
		07/31/2017	PT	PT evaluate gait/transfer ability. Several falls in past 30 days
		08/22/2017	OT	OT evaluate for possible adaptive equipment for ADLs for Fall
		08/24/2017	PT	Clarification order: PT medical hold pending cardiac work up as of 8/15/17
		09/06/2017	OT	OT post-hospital evaluation for weakness
		09/06/2017	OT	OT post hospital evaluation for ADL deficient
		09/06/2017	ST	ST evaluate swallowing skills and dietary recommendations
		09/08/2017	PT	PT post-hospital evaluation for weakness
		09/12/2017	PT	PT eval completed. PT to treat 5x/wk x 4 wks per POC
		11/17/2017	PT	PT / INR once for hematuria
Member	60	06/07/2017	PT	PT TO EVALUATE FOR WALKER
		10/04/2017	PT	PHYSICAL THERAPY
		10/19/2017	PT	PT evaluation for back pain and setup of restorative program
		10/19/2017	PT	PT evaluation for back pain and setup of restorative program
		10/19/2017	PT	PT EVAL FOR BACK PAIN AND SETUP OF RESTORATIVE
		11/15/2017	PT	PT recertification: PT to continue 5x/wk up to 4 wks per updated POC
Member	61	06/15/2017	PT	Physical therapy recertification for 30 days to continue per POC
		07/12/2017	PT	Physical Therapy recertification for 3x/wk x 2 wks per updated POC
		09/20/2017	PT	PT Evaluate and make recommendations for restorative plan for Pain
		10/24/2017	ST	ST evaluate for swallowing deficit
		10/26/2017	OT	OT evaluation for seating and positioning in w/c
		10/30/2017	PT	PT recertification to treat 3x/wk x 4 wks per updated POC
		11/03/2017	OT	OT Evaluation completed: OT to treat 1x/wk for 4 wks per POC
		11/27/2017	ST	ST recertification
		11/29/2017	OT	OT Recertification: OT to treat 1x/wk for 4 wks per POC
		12/26/2017	ST	ST recertification
		03/14/2018	ST	ST therapy for dysphagia
Member	62	06/06/2017	ST	ST discharge highest Level
		02/13/2018	ST	ST EVAL to assess aspiration risk on non-thickened liquids
		02/16/2018	ST	ST Eval and treat order
Member	63	10/02/2017	ST	ST evaluate Indication - increased coughing during meals
		12/19/2017	OT	OT eval for foot box on WC
		12/22/2017	OT	OT Evaluation completed. OT to treat pt 1x/wk for 4 wks per POC.

Attachment B

		01/17/2018	OT	OT Recertification to treat pt 4x in 30 days per POC
		02/12/2018	OT	OT Recertification to treat pt 6x in 30 days per POC
		03/12/2018	OT	OT Recertification to treat pt 6x in 30 days per POC
		04/04/2018	ST	ST EVAL
		04/10/2018	ST	ST treatment Dysphagia
		04/11/2018	OT	OT Clarification: 1x/wk for 4 wks per POC
		05/03/2018	ST	ST recertification
		05/07/2018	OT	OT Recertification: 7x in 30 days per POC
Member	64	06/19/2017	PT	Physical Therapy recertification 5x/wk x 4 wks per updated POC
		07/17/2017	PT	Physical Therapy Recertification for 5x/wk x 1wk per POC
		11/13/2017	PT	PT EVALUATE for gait/transfer recommendations, restorative
		11/22/2017	PT	PT eval completed. PT to treat 5x/wk x 4 wks per POC
		12/15/2017	PT	PT recertification: PT to tx 5x/wk x 4 wks per updated POC
		01/23/2018	ST	ST EVAL for swallowing concerns - coughing noted while eating
Member	65	03/27/2018	PT	PT EVAL for Fall
		03/30/2018	PT	PT clarification: PT to tx 3x/wk x 4 wks per POC
		04/25/2018	PT	PT recertification: PT to tx 3x/wk x 4 wks per updated POC
Member	66	08/14/2017	ST	ST to evaluate eating for safety concerns
Member	67	11/27/2017	OT	OT evaluate seating - c/o pain related to rotation of leg and pressure points from new leg rests
		12/04/2017	OT	OT Clarification: OT to treat 1x/wk for 4 wks per POC
		12/29/2017	OT	OT recertification to treat pt 3x in 30 days per POC
		02/08/2018	OT	OT CONSULT FOR W/C EVAL
		02/28/2018	OT	OT Evaluation completed to treat pt 1x/wk for 4 wks per POC
		03/26/2018	OT	OT Clarification for 1x/wk for 4 wks per POC
		04/25/2018	OT	OT Recertification: 5x in 30 days per POC
		05/18/2018	OT	OT Recertification: 6x in 30 days per POC
Member	68	04/04/2018	OT	OT EVAL for new w/c
		04/05/2018	OT	OT EVAL for seating of new wheelchair
		04/06/2018	OT	OT Clarification: 4x in 30 days per POC
		05/02/2018	OT	OT Recertification: 6x in 30 days per POC
Member	69	05/29/2018	PT	PT EVALUATION for right gluteus medius pain
Member	70	06/05/2017	PT	physical therapy evaluate and treat for increased lower extremity weakness
		07/07/2017	PT	Physical Therapy recertification for 5x/wk x 4 wks per updated POC f
Member	71	06/27/2017	ST	ST recertification completed this date for 1x visit to complete recommendations and home program review for discharge
		09/08/2017	ST	ST evaluate/treat for speech articulation/fluency disorder
		01/17/2018	PT	physical therapy for Neck Pain
		01/18/2018	ST	ST EVALUATE for choking risk
		01/19/2018	PT	PT clarification: PT to treat 5x/wk x 4 wks per POC
		01/23/2018	ST	ST recertification f
		02/19/2018	PT	PT Recertification: PT to tx 5x/wk x 4 wks per POC
		04/30/2018	ST	ST for cognitive therapy
		05/07/2018	ST	ST recertification
		05/31/2018	ST	ST recertification
Member	72	06/27/2017	PT	evaluation of gait to evaluate for need of bariatric walker to prevent kicking walker legs during ambulation.
		10/26/2017	PT	PT EVALUATE FOR RESTORATIVE PROGRAM
		11/06/2017	PT	PT on hold until physician follow up on 11/6/17
		11/09/2017	OT	OT evaluate for manual W/C
		11/13/2017	OT	OT Clarification: OT to treat 2x/wk for 4 wks per POC
		12/04/2017	OT	OT Recertification: OT to treat 2x/wk for 4 wks per POC
		03/22/2018	PT	PT EVAL TRANSFER/GAIT
		03/23/2018	OT	OT eval ACL and ADLs
		03/26/2018	PT	PT clarification: PT to tx 5x/wk x 4 wks per POC

Attachment B

		03/28/2018	OT	OT Clarification: OT to tx 3x/wk for 4 wks per POC
		04/24/2018	OT	OT Clarification: OT to tx 3x/wk for 4 wks per POC
		04/24/2018	PT	PT recertification: PT to continue tx 5x/wk x 4wks per updated POC
		05/16/2018	PT	PT recertification: PT to tx 5x/wk x 4 wks per updated POC
		05/21/2018	OT	OT Recertification: 3x/wk for 4 wks per POC
Member	73	06/13/2017	OT	Occupational Therapy- recertification for 30 days per treatment plan
		07/03/2017	OT	Occupational Therapy continue per POC 1x/wk x 4 wks
		08/14/2017	OT	Occupational Therapy evaluation of new equipment for positioning
		12/19/2017	OT	OT EVAL W/C for appropriate size. C/O left hip pain
		12/22/2017	OT	OT evaluation completed. OT to treat 1x/wk for 4 wks per POC
		01/17/2018	OT	OT Recertification to treat pt 2x/wk for 4 wks per POC
		01/17/2018	PT	PT CONSULT FOR LEFT HIP PAIN
		01/19/2018	PT	PT clarification: PT to tx 5x/wk x 4 wks per POC
		02/15/2018	PT	PT clarification: PT to treat 5x/wk x 4 wks per updated POC
		02/21/2018	OT	OT clarification: OT to treat pt 2x/wk for 4 wks per POC
		03/14/2018	PT	PT recertification: PT to treat 5x/wk x 2wks per updated POC
		03/16/2018	OT	OT clarification: OT to treat pt 2x/wk for 4 wks per POC
		04/11/2018	OT	OT clarification: 1x/wk for 4 wks per POC
		05/01/2018	PT	PT eval for acute sciatica
		05/03/2018	PT	PT clarification: PT to tx 5x/wk x 4 wks per POC
		05/07/2018	OT	OT Recertification: 1x/wk for 4 wks per POC
		05/30/2018	PT	PT recertification: PT to tx 5x/wk x 4 wks per updated POC
Member	74	06/16/2017	PT	Physical Therapy recertification for 5x/wk x 4 wks per updated plan of care
		06/22/2017	ST	Speech Therapy Recertification x5/week x4 weeks for updated POC
		07/13/2017	PT	Physical therapy recertification 5x/wk x 4 wk per POC
		07/24/2017	ST	Recertification completed; update doctor orders to continue
		08/09/2017	PT	Physical Therapy recertification for 3x/wk x 2wks per POC
		12/13/2017	ST	ST EVAL for aphasia
		01/10/2018	ST	ST recertification
		02/06/2018	ST	ST recertification
		03/05/2018	ST	ST recertification
		03/30/2018	ST	ST recertification f
		04/26/2018	ST	ST recertification
		05/22/2018	ST	ST recertification
Member	75	12/04/2017	ST	ST EVAL for frequent food regurgitation
		05/24/2018	PT	OT evaluation and treat for w/c fitting
		05/31/2018	PT	PT EVALUATION FOR ALTERED GAIT for Weakness
Member	76	12/14/2017	PT	PT EVAL for exercise recommendations/limitations
		12/22/2017	PT	PT clarification: PT to tx 5 visits in 2 weeks per POC for setup of FMP
Total Orders:	459			
Total Clients:	76			
Criteria: Sort:	Order Type: Z	Building: ALL		
Status: Active	Order Status: ALL	Station: ALL		
From Date: 06/01/2017		Room: ALL		
To Date: 05/31/2018	Facility: FC03	Lic Type: ALL		
Run Date: 6/25/2018 11:42:11 AM				

EASTERN NEBRASKA VETERANS HOME

Order Type:

Z Therapy
Orders

<u>Resident / Location</u>	<u>Health Record #</u>	<u>Order Date</u>	<u>Order Code</u>	<u>Order Text</u>
1	1	11/09/2017	PT	PT to evaluate for foot/leg pain.
		11/15/2017	PT	Physical Therapy to treat 3x a week for 4 weeks with focus on LE strengthening, gait and transfer training, staff education to decrease fall risk.
		12/13/2017	PT	Recertification/30 day summary: Continue PT treatment 3x/week for 4 weeks starting 12/12/2017 for continued work on strengthening, ROM, functional mobility, balance training.
		04/06/2018	ST	ST to evaluate for diet modification.
		04/11/2018	ST	ST clarification: Eval complete. Skilled dysphagia management 3xweek times 4 weeks.
		04/19/2018	PT	PT to evaluate due to recent overall physical decline and to establish appropriate restorative therapy program.
		04/19/2018	PT	PT clarification order: will see pt 3x/week for 4 weeks for transfers, ROM, strengthening, activity tolerance progressing to gait as able to increase pt ability to participate in functional movement.
		05/17/2018	PT	PT recertification order: will continue to see pt 3x/week for 4 weeks for transfers, ROM, strengthening, activity tolerance progressing to gait as able to increase pt ability to participate in functional movement.
		05/18/2018	ST	Discharge patient from ST with goals met.
2	2	12/27/2017	PT	PT to evaluate for strengthening secondary to recent fall.
		12/28/2017	PT	Physical therapy to evaluate and treat 3x/week for 4 weeks following fall for strengthening, balance training, gait and transfer training, modalities as indicated for pain management.
		01/08/2018	ST	ST to eval tx for diet upgrade
		01/10/2018	ST	ST clarification: ST eval complete. Patient to be seen 3x week times 2 weeks for liquid modification.
		01/23/2018	PT	30 Day Summary, Continue PT services for 3x a week for 4 weeks to continue to work on transfers, ambulation, LE strengthening, and balance.
		01/23/2018	ST	Discharge patient from skilled ST. Remain on puree and honey thick liquids. Liquid upgrade not safe at this time.
		02/22/2018	PT	PT Recertification Order: will continue to see pt 3x/week for 4 weeks for strengthening, balance, transfers, and gait.
		05/31/2018	PT	PT to evaluate for strengthening.
		05/31/2018	PT	PT clarification order: will see pt 3x/week for 4 weeks for transfers, gait, strengthening, and balance to improve pt safety and ability to participate in functional movement.
3	3	04/06/2018	ST	ST to evaluate to address dysphagia/weight loss.

Attachment C

		04/06/2018		ST	ST clarification: Eval complete. Patient to participate in skilled ST 3xweek times 4 weeks for dysphagia management.
4	4	12/28/2017		PT	PT for increase ambulation and strengthening.
		01/03/2018		PT	PT for increase ambulation and strengthening.
		01/04/2018		OT	OT to evaluate to improve ADLs, upper body strength and activity tolerance.
		01/05/2018		OT	OT to evaluate and tx 3x/week for 6 weeks for ADL retraining, functional balance, activity tolerance, and strengthening as
		02/21/2018		OT	ot to eval and tx
		02/21/2018		PT	pt to eval and tx
		02/21/2018		ST	ST to evaluate per nursing report of difficulty masticating/swallowing.
		02/22/2018		PT	PT clarification order: will see pt 3x/week for 4 weeks for transfers, gait, balance, and ther ex to increase pt safety and indep with functional movement.
		02/22/2018		OT	Eval completed. OT to tx 3x/week for 4 weeks for functional balance and ADL retraining.
		02/23/2018		ST	ST clarification: Patient to participate in skilled dysphagia management 3xweek times 4 weeks.
		03/15/2018		PT	Pt recertification order: will continue to see pt 3x/week for 4 weeks for transfers, gait, balance, strengthening, and modalities as appropriate to increase pt ability to participate in functional movement.
		03/21/2018		OT	Recertification: OT to tx 3x/week for 4 weeks for functional balance and ADL retraining.
5	5	11/28/2017		OT	OT to evaluate for upper body strengthening/activity tolerance.
		11/28/2017		PT	PT to evaluate for strengthening.
		12/28/2017		OT	Recertification: OT to tx 3x/week for 4 weeks for upper body strengthening, activity tolerance, and functional balance as
		12/29/2017		PT	Recertification: Physical Therapy to continue to see patient 3x/week for 4 weeks for continued work on LE strengthening, functional mobility, standing balance training, and posture.
		01/10/2018		ST	Speech therapy to eval for jello
		01/19/2018		ST	ST clarification: ST eval complete. Patient to participate in dysphagia ther ex 4 visits in 1 month for possible upgrade to pleasure jello feeding.
		03/13/2018		ST	Discharge patient from skilled ST with least restrictive diet achieved.
6	6	07/11/2017		PT	pt to eval and tx
		07/13/2017		PT	Mbr to ambulate w/ fww for all mobility needs. Goals met, d/c POC.
		03/21/2018		PT	PT to treat and eval for Resorative Exercise Program for Weakness
		03/29/2018		PT	PT clarification order: Will see pt 3x/week for 4 weeks for transfers, gait, strengthening, balance and modalities as appropriate to increase pt ability to participate in functional movement.
		04/26/2018		PT	PT recertification orders: Will see pt 3x/week for 4 weeks for transfers, gait, balance, strengthening, and modalities as appropriate to increase pt ability to safely participate in functional movement.

Attachment C

		05/01/2018	ST	ST to evaluate secondary to s/s of aspiration.
		05/08/2018	ST	ST clarification: Skilled ST 3xweek times 4 weeks for dysphagia management.
		05/09/2018	ST	Change liquids to thin liquids. Provide thin liquids in 2 handled lidded cup with spout to decrease aspiration risk.
		05/29/2018	PT	PT to eval and treat for wheelchair due to decreased ambulation.
		05/31/2018	OT	OT to evaluate for wheelchair.
		05/31/2018	PT	PT clarification order: will see pt 2x/week for transfers, gait, ther ex and balance activities to improve pt ability to participate in functional movement.
7	7	03/26/2018	PT	PT to eval and treat back pain
		03/29/2018	PT	PT Clarification Orders: Will see pt 3x/week for 4 weeks for transfers, gait, strengthening, balance, and modalities as appropriate to increase pt ability to participate in functional movement.
		04/26/2018	PT	PT recertification orders: will continue to see pt 3x/week for 4 weeks for transfers, gait, balance, strengthening, cervical ROM, scapular strengthening, and postural control with use of modalities as appropriate to increase pt ability to participate in functional movement.
8	8	01/10/2018	OT	OT to eval and tx
		01/10/2018	PT	pt to eval and tx
		01/10/2018	PT	PT to eval and treat 5x/week for 4 weeks with work on bed mobility training, transfers, strengthening, ambulation as indicated and pain management.
		01/10/2018	OT	OT to eval and tx 5x/week for ADL retraining, functional balance, and strengthening as
		02/06/2018	OT	OT to tx 4x/week for 6 weeks for ADL retraining, functional balance, and strengthening as
		02/08/2018	PT	PT Recertification: 4x/week for 4 weeks with work on bed mobility training, transfers, strengthening, L hip mobility, balance, ambulation and pain management.
		03/07/2018	OT	Recertification OT to tx 4x/week for 6 weeks for ADL retraining, functional balance, w/c mobility, and strengthening as
		03/08/2018	PT	PT recertification order: will continue to see pt. 3x/week for 4 more weeks for transfers, gait, balance, strengthening, and modalities as appropriate to increase pt. safety and Indep with functional movement.
		03/30/2018	OT	Recertification OT to tx 4x/week for 4 weeks for ADL retraining, functional balance, and w/c mobility as
		04/04/2018	PT	PT recertification order: will see pt 5x/week for 4 weeks for transfers, gait, balance, strengthening, and modalities as appropriate to increase pt ability to participate in functional movement.
		04/26/2018	OT	Recertification OT to tx 4x/week for 4 weeks for ADL retraining, functional balance, and w/c mobility as
		05/01/2018	PT	PT recertification order: will continue to see pt 5x/week for 4 more weeks to continue to progress towards indep with transfers, improved gait, strength, and balance to increase pt safety and Indep with functional movement.
9	9	06/12/2017	ST	ST to eval and tx for diet upgrade
		08/30/2017	ST	st to eval and tx for dysphagia

Attachment C

10	10	06/01/2017		OT	OT to eval and treat for unsteady gait and ambulation.
		08/10/2017		PT	pt to eval for exercise program
		09/20/2017		PT	pt to eval and tx for a excersize program
		09/26/2017		PT	PT to eval for exercise program 2x/week for 3 weeks with focus on functional exercise, walking program, and use of restorative gym resources as indicated to progress towards <u>safe restorative exercise program.</u>
		02/21/2018		ST	ST to evaluate to determine if staff can provide patient with sandwiches safely when wife not present.
		02/28/2018		ST	ST clarification: Eval complete. Patient to participate in skilled dysphagia management 3xweek times 4 weeks.
		03/15/2018		ST	Discharge from skilled ST secondary to reached max rehab potential at this time.
11	11	06/08/2017		OT	ot to eval for pain control
		12/27/2017		ST	ST to evaluate to determine least restrictive/safest diet to ensure no s/s of aspiration.
		02/26/2018		ST	Discharge patient from skilled ST with goals met.
12	12	08/07/2017		ST	St to evaql and tx for dysphagia
		08/28/2017		ST	Patient to participate in dysphagia treatment 3x week times 4 weeks
		08/30/2017		ST	D/C patient from skilled ST
		11/26/2017		PT	PT/OT Eval on Monday 11/27/17 for Fall,
		11/27/2017		OT	OT clarification: Eval and tx 3x/4 weeks for ADL retraining, functional balance, edema management, and strengthening as
		11/28/2017		PT	PT to treat 3x/week for 4 weeks to progress B LE strength, functional mobility, activity tolerance s/p L ulna fracture and <u>functional decline.</u>
		12/04/2017		OT	D/C OT per family request
		01/03/2018		PT	PT to eval and Tx
		01/05/2018		PT	PT to eval and treat 2x/week for 3 weeks for strengthening, gait and transfer training, balance training to improve pt function and decrease caregiver burden.
		04/18/2018		OT	OT to eval for roll back wheels for wheelchair.
13	13	11/08/2017		PT	PT to evaluate to establish restorative therapy program.
		11/15/2017		PT	Physical therapy to see 3x a week for 4 weeks for B LE strengthening, functional mobility training, balance training and to revise RNP program.
		12/13/2017		PT	Physical Therapy Recertification: as of 12/12/2017, PT will continue to see patient 3x/week for 4 weeks for continued work on UE and LE strengthening, ROM, improved activity <u>tolerance and standing balance.</u>
		01/10/2018		PT	Physical Therapy Recertification/30 day summary: PT to continue to see patient 3x/week for 4 weeks with focus on Low back pain management, strengthening, mobility and balance training with hopeful d/c of patient in 2-3 weeks.
14	14	06/21/2017		OT	ot to eval and tx
		06/21/2017		PT	pt to eval and tx

Attachment C

		06/22/2017		OT	OT order received to eval and tx. Mbr will be seen 1-3x/wk for ADL retraining ther act and ther ex. Recommending bilateral mobility bars (charge nurse requesting). Maintenance work order submitted for installation of anti-skid strips in front of recliner, EOB and in front of toilet.
		06/27/2017		PT	PT to see 2-3x/wk for 4 weeks for modalities, ther ex, and manual therapy
		07/13/2017		PT	Goals met, d/c POC and transition to Restorative exercise program
15	15	03/08/2018		OT	OT to treat and eval
		03/08/2018		PT	PT to treat and eval
		03/12/2018		ST	ST to evaluate to determine least restrictive diet.
		03/16/2018		PT	Therapy to eval/treat for transfers
		03/29/2018		PT	Evaluate for restorative exercise program
		04/03/2018		PT	PT clarification orders: will see pt 3x/week for 4 weeks for transfers, gait, ther ex and balance to increase pt safety and Indep with functional movement.
		04/12/2018		ST	ST to eval for possible diet upgrade
		04/13/2018		ST	ST clarification: Patient to participate in dysphagia management 3xweek times 4 weeks.
16	16	06/15/2017		PT	pt to eval and tx for gait instability and left hip pain
17	17	10/06/2017		PT	PT to evaluate for walker fit.
		10/09/2017		PT	PT to eval for walker fit, pt will be seen 3x in 30 days to ensure proper walker fit, staff training for patient management and use of fww.
		01/02/2018		PT	PT to evaluate secondary to recent fall.
		01/04/2018		PT	PT to eval and treat 3x/week for 4 weeks for strengthening, gait and transfer training, balance training to improve LE strength, activity tolerance and decrease fall risk.
		02/02/2018		PT	PT recertification: 3x per week for 4 weeks for ther ex, ther act, neuro re-ed and gait training to return to PLOF
		03/06/2018		PT	PT recertification order: will continue to see pt 3x/week for 4 weeks for transfers, gait, ther ex, balance, and modalities as appropriate to progress towards unmet goals.
		03/13/2018		ST	Speech Therapy to eval and treat. difficulty swallowing at times.
		03/21/2018		ST	ST clarification: Patient to participate in skilled ST 3xweek times 4 weeks for dysphagia ther ex.
18	18	08/12/2017		PT	pt to eval and tx for gait instability
		08/16/2017		PT	Discontinue order to eval and tx for gait instability
		01/29/2018		PT	PT to evaluate secondary to recent fall.
		02/02/2018		PT	PT Clarification: Eval only as pt
19	19	12/12/2017		OT	OT to evaluate to improve safety with ADLs.
		12/12/2017		PT	PT to evaluate secondary to recent fall.
		12/13/2017		PT	Physical therapy to see patient 3x/week for 4 weeks for strengthening, functional mobility training, balance training to improve mobility and decrease fall risk.
		12/18/2017		OT	OT to eval and tx 3x week for 6 weeks for functional balance, ADL retraining and UE coordination as
		03/02/2018		PT	PT/OT to Eval/Treat for R52. Pain, unspecified for Pain, Weakness

Attachment C

		03/06/2018		PT	PT clarification order: will see pt 3x/week for 4 weeks for ther ex, transfers, gait, balance, and modalities as appropriate for pain to increase pt ability to participate in functional movement.
		03/07/2018		OT	Eval completed. OT to tx 3x/week for 4 weeks for ADL retraining
		03/29/2018		PT	PT recertification orders: will continue to see pt 3x/week for 4 weeks for transfers, gait, ther ex, balance, and modalities as appropriate to increase pt ability to participate in functional movement.
		04/05/2018		PT	PT recertification order: will see pt 5x/week for 4 weeks for transfers, gait, balance, ther ex, and modalities as appropriate to increase pt safety and Indep with functional movement.
		04/03/2018		OT	Recertification: OT to tx 3x/week for 4 weeks for ADL retraining and functional balance in order to increase functional performance
		05/25/2018		ST	ST to evaluate secondary to swallow difficulty with medication.
20	20	10/13/2017		PT	pt to eval and tx for gait instability
		10/18/2017		PT	pt to eval and tx for gait instability
		10/18/2017		OT	ot to eval and tx for a wheelchair
		10/19/2017		OT	OT to eval and tx 3x/week for 4 weeks for ADL retraining, UB strengthening and wheelchair management as
		12/28/2017		OT	OT to eval and tx
		12/28/2017		PT	PT to eval and tx
		12/28/2017		ST	ST to evaluate for diet modifications
		12/29/2017		PT	PT to eval and treat 3x/week for 4 weeks for strengthening, functional mobility training, staff training, following functional decline
		01/02/2018		ST	ST clarification: Patient to participate in skilled ST 3xweek times 4 weeks for dysphagia management.
		01/26/2018		ST	Discharge patient from skilled ST. Continue mechanical soft diet.
		04/11/2018		OT	OT to eval for wheelchair so member can self propel.
		04/16/2018		OT	Eval completed: OT to tx 3x/week for 4 weeks for wheelchair mobility and strengthening as
21	21	06/13/2017		OT	ot to eval and tx for wheelchair
		07/07/2017		OT	Ot to eval and tx for wheel chair and ambulation
		07/07/2017		PT	pt to eval and tx for wheel chair and ambulation
		07/13/2017		PT	PT to see 3-4x/wk for gait and exercise
		07/20/2017		OT	OT clarification: Please change this mbr from Kennedy cups to 2 or 1 handled cup with lid (lid with hole, not spout) for cold liquids.
		08/02/2017		PT	pt to eval and tx
		08/02/2017		OT	ot to eval and tx
		08/02/2017		OT	ot to eval and tx
		08/29/2017		ST	Speech Eval to treat and eval
		08/29/2017		ST	Speech Eval to treat and eval
		01/29/2018		PT	PT to evaluate secondary to recent fall.
		02/02/2018		PT	PT Clarification: 3x per week for 4 weeks for ther ex, ther act, neuro re-ed and gait training to improve safe functional mobility with reduced fall risk

Attachment C

		03/06/2018		PT	PT recertification order: Will continue to see pt 3x/week for 4 weeks for balance, gait, strengthening, ther ex, transfers, and modalities as appropriate to continue towards unmet goals.
		05/31/2018		PT	PT to evaluate for strengthening.
		05/31/2018		PT	PT clarification order: will see pt 3x/week for 4 weeks for transfers, strengthening, and activity tolerance to improve pt ability to participate in functional movement.
22	22	04/24/2018		ST	ST to evaluate for diet modifications per family request.
		04/24/2018		ST	ST clarification: Patient to participate in skilled ST 6 visits in 4 weeks to address dysphagia and diet modifications.
		05/18/2018		ST	Discharge patient from ST secondary to reaching max rehab potential.
23	23	01/29/2018		PT	PT to evaluate secondary to recent fall.
24	24	06/16/2017		PT	pt to eval and tx for left hip pain
		01/23/2018		PT	PT to evaluate due to patient complaint of hip pain.
		01/24/2018		PT	PT to eval and treat 3x/week for 4 weeks for hip pain with ther ex, manual therapy, balance training, modalities as indicated for pain management.
25	25	03/02/2018		OT	OT to evaluate for upper body strengthening, ADLs, activity tolerance.
		03/02/2018		PT	PT to evaluate for strengthening and balance.
		03/02/2018		ST	ST to evaluate to address cognitive deficits.
		03/05/2018		ST	ST clarification: Eval complete. Patient to participate in skilled ST 3xweek times 4 weeks for cognitive ther ex.
		03/06/2018		PT	PT clarification order: will see pt 3x/week for 4 weeks for transfers, gait, ther ex, balance, and modalities as appropriate to increase pt Indep and safety with functional movement.
		03/29/2018		PT	PT recertification orders: will continue to see pt 3x/week for 4 weeks for transfers, gait, ther ex, balance, and modalities as appropriate to increase pt safety with functional movement.
		04/05/2018		OT	Recertification: OT to tx 3x/week for 2 weeks for ADL/IADL retraining
		04/26/2018		PT	PT recertification order: will continue to see pt 3x/week for 4 weeks for transfers, gait, ther ex, balance, and modalities as needed to increase pt safety and Indep with functional movement.
26	26	06/12/2017		PT	pt tp eval and tx for knee braces
		07/11/2017		PT	Staff to assist w/ donning left knee brace every am, off in pm
		08/15/2017		OT	ot to eval and tx fro left arm pain
		09/07/2017		OT	OT: Pt declined therapy services
		12/04/2017		OT	OT to eval and Tx for a home safety evaluation
		01/03/2018		OT	Recertification: OT to Tx 2x/week for 3 weeks for home safety as
		02/02/2018		OT	OT to tx 5x in 4 weeks in order to assist with d/c planning and ensure safe transition into new environment
27	27	10/04/2017		PT	PT to evaluate and treat due to leg pain.
		10/06/2017		PT	Physical therapy to eval and treat for L leg pain, 3w4 starting 10/04/2017 with ther ex, ther activity, balance training, gait training, manual therapy, modalities as indicated for pain and inflammation control

Attachment C

28	28	10/13/2017		OT	OT to eval and TX
		10/17/2017		OT	D/C OT order to eval and TX
29	29	01/19/2018		PT	PT to eval and Tx
		02/14/2018		PT	pt to eval and tx for a recent fall
30	30	05/08/2018		PT	PT to evaluate to establish restorative therapy program.
31	31	07/07/2017		PT	pt to eval for gait instability
		07/13/2017		PT	D/C PT order, mbr trialing alaternate support options for LE's
32	32	10/31/2017		ST	Discharge patient from speech therapy
		04/25/2018		PT	Eval for lumbar pain
33	33	08/24/2017		PT	pt to eval and tx for left knee pain and an unstable gait
		08/24/2017		OT	ot to eval and tx for a wheel chair
		08/31/2017		OT	ot to eval and tx 2x/week for 4 weeks for a wheelchair management, ther ex, ther act, and ADL/IADL retraining
		09/01/2017		PT	PT to eval and tx for left hip pain and unsteady gait, Evaluation completed 08/31/2017, 3w4 for therapeutic exercise, manual therapy, gait and transfer training and modalities as indicated for pain management.
		09/11/2017		OT	OT Discharge: Pt at maximum achieved functional performance, d/c pt from OT as
34	34	11/06/2017		PT	Sit to stand transfer
		12/18/2017		OT	Evaluate and Treat. Unspecified abnormalities of gait and mobility
		12/18/2017		PT	Evaluate and Treat Unspecified abnormalities of gait and mobility
		12/20/2017		OT	OT to eval and tx 3x/week for 4 weeks for functional balance, strengthening, activity tolerance, and IADL training as
		12/19/2017		PT	Physical Therapy to eval and treat patient for 3x/week for 4 weeks to progress in strength, standing balance and functional mobility.
		12/29/2017		OT	Discontinue 12/29/17: OT to eval and tx 3x/week for 4 weeks for functional balance, strengthening, activity tolerance, and IADL training as
35	35	02/16/2018		ST	ST to eval and tx for a choking episode
		02/21/2018		ST	ST clarification. ST eval complete, patient declined further services. ST provided patient with swallow compensatory strategies to decrease swallow difficulty.
		05/21/2018		ST	speech eval for dysphagia
36	36	07/26/2017		PT	pt to eval and tx
		08/25/2017		PT	PT to eval and tx for R hip pain and low back pain - pt started 08/02/2017, 3w4,
		10/23/2017		ST	st ot eval and tx for dysphagia
		10/25/2017		ST	ST clarification: ST eval complete. Patient to participate in skilled ST 3xweek times 4 weeks for dysphagia management to include neuromuscular electrical stimulation (NMES). Abbie Ashby, MACCC-SLP/L
		11/22/2017		ST	Discharge patient from skilled ST secondary to meeting all dysphagia goals.
		05/10/2018		OT	Eval for w/c
		05/10/2018		PT	Eval for Right Knee pain
37	37	08/30/2017		OT	ot to eval and tx
		09/12/2017		OT	D/C: Pt refuses eval and tx at this time, d/c order for eval and tx as

Attachment C

		01/08/2018		PT	pt to eval and tx
		01/17/2018		PT	Physical therapy to eval and treat 2x/week for 4 weeks to decrease pain, improve LE strength, balance, activity tolerance, functional mobility.
38	38	07/27/2017		PT	pt to eval and tx for lumbar pain
		08/25/2017		PT	PT for lumbar spine ROM, trunk and core strengthening, B LE strengthening, balance training started 08/02/2017, 3w4,
		08/29/2017		PT	Continuation of Skilled PT for lumbar spine ROM, trunk and core strengthening, balance training, 2w4 starting date of 08/29/2017.
39	39	06/02/2017		PT	PT eval and treat for ambulation
40	40	03/19/2018		ST	ST to evaluate/treat to address word finding difficulties.
		03/21/2018		ST	ST clarification: Patient to participate in skilled ST 3xweek times 4 weeks for expressive aphasia ther ex.
		03/21/2018		OT	OT to evaluate to address shoulder pain and mobility.
		03/26/2018		PT	PT to evaluate for balance/pain.
		03/29/2018		PT	PT clarification orders: Will see pt 3x/week for 4 weeks for transfers, gait, ther ex, balance, and modalities as appropriate to increase pt ability to participate in functional movement.
		04/19/2018		OT	OT recertification: OT to tx 3x/week for 4 weeks for UE pain, strengthening, ADL retraining, and activity tolerance
		05/27/2018		ST	Discharge patient from ST with goals met.
41	41	06/15/2017		OT	ot to eval and tx for upper extremity strengthening
42	42	07/11/2017		OT	ot to eval for a wok safety eval
		07/11/2017		PT	pt to eval for a work safety eval
		08/02/2017		OT	ot to eval and tx
		08/02/2017		PT	pt to eval and tx
43	43	08/18/2017		OT	OT eval and treat for w/c fit
		02/14/2018		ST	ST to evaluate secondary to patient having issues with mastication with regular meats.
		02/16/2018		ST	ST clarification: ST eval complete. Patient to participate in skilled ST 3xweek times 2 weeks.
		03/01/2018		ST	Discharge resident from ST with goals met.
44	44	10/18/2017		OT	ot to eval and tx for a wheel chair
		10/24/2017		OT	OT to eval and tx 2x in 4 weeks for wheelchair fitting
		10/25/2017		OT	OT to eval and tx 5x in 4 weeks for wheelchair fitting
		01/29/2018		PT	PT to evaluate for safety using the sit/stand lift
		01/31/2018		OT	OT to evaluate for transfers.
		02/01/2018		OT	OT eval for transfers: Sit to stand for w/c, toilet, and shower chair only. Hoyer for bed transfers as
45	45	12/12/2017		PT	PT to evaluate for transferring from out of bed, into/out of wheelchair. Member also leans forward when sitting in wheelchair.
		01/02/2018		OT	OT to evaluate for wheelchair positioning.
46	46	04/25/2018		PT	May use sit/stand lift with assist x 2 staff members
		04/25/2018		PT	May use sit/stand lift with all transfers and assist x 2 staff members
		05/01/2018		OT	Eval completed. OT to tx 3x/week for 4 weeks for EMD safety, strengthening, functional activity tolerance, and ADL retraining.

Attachment C

		05/01/2018		PT	PT clarification orders: Will see pt 3x/week for 4 weeks for transfers, bed mobility, core strengthening, and LExt ROM and strengthening to increase pts ability to participate in functional movement.
		05/01/2018		PT	PT to evaluate for lower body strength, transfers, and to establish restorative program.
		05/01/2018		OT	OT to evaluate for upper body strength, endurance and activity tolerance.
		05/10/2018		OT	OT to evaluate for upper body/ADLs.
		05/10/2018		PT	PT to evaluate for strengthening, transfers, lower body.
		05/14/2018		OT	Eval completed: OT to tx 4x/week for 4 weeks for ADL retraining, B UE strengthening and ROM, EMD mobility, and functional balance
		05/14/2018		PT	PT clarification order: Will see pt 5x/week for 4 weeks for transfers, ther ex, bed mobility, and modalities as appropriate to increase pt ability to participate in functional movement.
		05/21/2018		OT	OT to tx 5x/week for 6 weeks for ADL retraining, B UE strengthening and ROM, EMD mobility, and functional balance
47	47	07/20/2017		OT	OT to eval and treat
		07/20/2017		PT	PT to eval and treat
		07/20/2017		ST	ST to eval and treat
		07/21/2017		OT	OT screen completed. No immediate OT needs identified. Will defer to PT for evaluation for walker and possible establishment of exercise program.
		08/03/2017		PT	PT to eval and treat for new member. POA/wife requests Restorative exercise program.
		08/07/2017		OT	ot to eval and tx for a tooilet riser
		08/09/2017		PT	PT to eval and treat
		08/09/2017		OT	OT to treat and eval
		09/08/2017		PT	PT Evaluation Only, pt unable to follow commands and is not appropriate for PT services at this time. Pt will start restorative nursing program.
		02/13/2018		PT	PT to evaluate to establish restorative therapy program per family request.
		02/13/2018		ST	ST to evaluate to address decreased mastication and intake.
		02/14/2018		ST	ST to evaluation complete. Patient to participate in dysphagia management 3xweek times 4 weeks.
		02/15/2018		PT	PT Clarification: 2x per week for 4 weeks for ther ex, ther act, neuro re-ed and gait training to establish RNP and improve functional mobility to reduce caregiver burden
		03/13/2018		PT	PT Recertification order: Will continue to see PT 3x/wk for 4 weeks for transfers, LExt strengthening and ROM, progressing towards gait as able.
		04/05/2018		PT	PT recertification: will continue to see pt 3x/week for 4 weeks for transfers, gait, balance, strengthening, ROM and modalities as appropriate to increase pt ability to participate in functional movement.
48	48	11/30/2017		OT	OT to evaluate to address decreased activity tolerance and decreased ADLs.
		11/30/2017		PT	PT to evaluate to re-establish restorative program and address walking.

Attachment C

		12/04/2017		ST	ST to evaluate to address decreased safety awareness.
		12/05/2017		OT	OT to evaluate and tx 3x/week for 4 weeks for UB strengthening, functional balance, ADL and safety training
		12/05/2017		ST	ST clarification: ST evaluation complete. Patient to participate in skilled ST 3x week times 4 weeks for aphasia ther ex.
		01/03/2018		OT	Recertification: OT to tx 3x/week for 4 weeks for UB strengthening, functional balance, ADL and safety training as
		01/03/2018		ST	Discharge patient from ST secondary to reaching max rehab potential at this time.
49	49	01/08/2018		ST	ST to evaluate to modify cups/utensils to decrease feeding/swallowing difficulty.
		01/10/2018		ST	ST clarification: ST eval complete. patient to participate in skilled ST 3x week times 4 weeks for skilled dysphagia management.
		02/12/2018		ST	Modified barium swallow study
		04/04/2018		PT	PT clarification orders: will see pt 3x/week for gait training with appropriate AFO, transfers, strengthening and balance to increase pt safety and Indep with functional movement.
		04/26/2018		PT	PT Recertification orders: Will continue to see pt 3x/week for 4 weeks for transfers, gait, strengthening, and balance to increase pt safety and ability to participate in functional movement.
		05/24/2018		PT	PT recertification orders: will continue to see pt 3x/week for 4 weeks for transfers, gait, balance, ther ex, and modalities and manual therapy to increase Bilateral LExt and ankle ROM.
		05/25/2018		ST	ST to evaluate for diet modifications.
		05/31/2018		ST	ST clarification: Patient to participate in skilled ST 3xweek times 4 weeks for dysphagia ther ex, voicing and breath support.
50	50	10/13/2017		PT	pt to eval and tx for gait instability
		10/19/2017		PT	PT to eval and tx for gait instability, pt will be seen 3x/week for weeks for strengthening, functional mobility training, balance training in order to improve function and decrease fall risk
		11/14/2017		PT	30 Day Summary: Continue PT services 3x/week for 4 weeks for continued work on gait instability, functional mobility, strengthening, and balance training.
		02/08/2018		OT	OT to evaluate and treat per recent fall
		02/08/2018		OT	OT to evaluate and treat 3x/week for 4 weeks for safety, strengthening, and functional balance as
51	51	06/14/2017		PT	pt to eval and tx for leg pain with prolonged sitting
		06/27/2017		PT	D/C PT order, defer to OT for w/c and seating assessment
		06/29/2017		OT	ot to eval and tx for wheel cchair clinic
		06/29/2017		OT	OT Clarification: Mbr to be seen for one time eval and tx. Referral to wheelchair clinic at the VA completed 6/29/17.
		11/27/2017		ST	ST to evaluate secondary to patient complete of becoming SOB during ADLs, decreasing independence.
		11/27/2017		PT	PT to evaluate secondary to recent decline, weakness and increase in fall risl.

Attachment C

		11/27/2017		OT	OT to evaluate due to decrease in activity tolerance, decreased balance and decrease in ADLs.
		11/28/2017		OT	OT to eval and tx 3x/week for 4 weeks for functional balance, activity tolerance, ADL retraining, and strengthening as
		11/29/2017		ST	ST clarification: Patient to participate in skilled ST 3xweek times 4 weeks for cognitive/voice ther ex.
		12/27/2017		OT	Recertification: OT to tx 3x/week for 4 weeks for functional balance, activity tolerance, ADL retraining, and strengthening as
		12/29/2017		PT	PT Recertification: Physical therapy to continue to see patient 3x/week for 4 weeks for continued work on LE strengthening, ROM, activity tolerance, functional mobility and balance training.
		01/25/2018		PT	30 day summary/Recertification: Continue PT services 3x/week for 3 weeks starting 01/24/18 for continued work on strengthening, Balance training, mobility training, pain management as indicated with d/c sooner if able.
		02/01/2018		ST	Discharge patient from ST with goals achieved.
		02/21/2018		OT	Recertification: OT to tx 3x/week for 2 weeks for w/c brake safety as
		02/22/2018		PT	PT Recertification order: Will continue to see pt 3x/week for 4 weeks for transfers, gait, ther ex, and balance to continue to work towards unmet goals.
		05/08/2018		PT	PT to evaluate due to patient complete of knee pain.
		05/10/2018		PT	PT clarification order: will see pt 3x/week for 4 weeks for Left knee pain, modalities as appropriate, gt, transfers, ther ex and balance activities to increase pt safety and Indep with functional movement.
52	52	08/15/2017		OT	ot to eval for emd safety
53	53	07/02/2017		OT	ot to eval for wheel chair repair
		07/03/2017		OT	OT screen/eval completed. Minor adjustments made to w/c however no further repairs required. Mbr wants to explore alternate DME options for seating and contacting VA to determine's mbr's options.
		08/24/2017		OT	ot to eval for emd safety
		09/15/2017		OT	OT: OT to tx 3x/week for w/c management, therapeutic exercise, and therapeutic activity as
		10/18/2017		OT	Resertification: OT to tx 3x/week for UB and core strengthening and increase ADL participation as
		11/14/2017		OT	Resertification: OT to tx 4x in 4 weeks for w/c modifications
		12/08/2017		OT	Discontinue OT secondary to achieved maximum rehab potential
54	54	07/17/2017		OT	ot to tx for emd adjustment
		08/02/2017		PT	pt to eval and tx
		08/02/2017		OT	ot to eval and tx
		08/25/2017		PT	PT to eval and tx for lumbar spinal stenosis for B LE strength, functional mobility and activity tolerance 3w4 started week of 08/07/2017.
		08/28/2017		OT	ot eval and tx 3x/week x4 weeks for ther ex, ther act, ADL retraining. Pt was seen for 5 visits and refused further services, d/c from OT as of 8/22/17
		12/12/2017		PT	Evaluate for Ambulation, Transferring, and Foot wear.

Attachment C

55	55	01/18/2018		OT	OT to evaluate for wheelchair positioning.
		01/19/2018		OT	OT to evaluate and tx 3x/week for 4 weeks for wheelchair positioning, upper extremity ROM, and core strengthening as
		02/16/2018		OT	Recertification: OT to tx 3x/week for 4 weeks for wheelchair positioning, upper extremity ROM, and core strengthening as
		03/15/2018		OT	Recertification: OT to tx 2x/week for 4 weeks for wheelchair positioning and core strengthening as
		03/29/2018		OT	Recertification: OT to tx 10x in 4 weeks for wheelchair positioning upon arrival of new w/c as
		04/23/2018		OT	Recertification: OT to tx 10x in 4 weeks for wheelchair positioning upon arrival of new leg rest as
		05/22/2018		OT	OT to tx 10x in 4 weeks for wheelchair positioning upon arrival of w/c parts as
56	56	09/06/2017		PT	pt to eval and tx for gait instability
		09/12/2017		PT	PT to eval and tx for gait instability, low back pain, 3x/week for 4 weeks starting 09/12/2017 to include Manual therapy, therapeutic exercise, therapeutic activity, gait training and modalities as indicated
		10/11/2017		PT	Continue Physical therapy services 3w4 starting 10/11/2017 for continued work on strengthening, gait training, standing balance.
		11/06/2017		PT	Recertification/30 Day Summary: Continue PT services at 3x/week for 4 weeks with mostly d/c in 1-2 more weeks for continued work on strengthening, gait training, balance training to improve functional mobility and decrease fall risk.
		02/20/2018		PT	Physical Therapy to evaluate and treat per recent fall
		02/22/2018		PT	PT clarification order: will see pt 3x/week for 4 weeks for transfers, gait, ther ex, balance, and modalities as appropriate to increase pt. Indep and safety with functional movement.
		03/15/2018		PT	PT recertification order: will continue to see pt 3x/week for 4 weeks for transfers, gait, balance, strengthening, and modalities as appropriate to increase pt Indep and safety with functional movement.
		04/12/2018		PT	PT recertification: will see pt 3x/week for 4 more weeks for balance, ther ex, transfers and functional movement to continue to progress towards unmet goals.
57	57	09/23/2017		PT	non weight bearing until eval by pt
		09/23/2017		PT	pt tp eval and tx for a cam boot
		11/06/2017		PT	Sit to stand transfer
		01/02/2018		PT	PT to evaluate secondary to recent fall.
		01/08/2018		PT	Physical therapy to eval and treat following fall for strengthening, functional mobility training, modalities as indicated for pain management 3x/week for 4 weeks.
		02/08/2018		PT	PT Recertification: 3x per week for 4 weeks for ther ex, ther act, neuro re-ed and gait training to improve strength for improve safe functional mobility.
58	58	05/31/2018		OT	PT/OT to evaluate and treat for balance and strength;
59	59	06/21/2017		OT	ot to eval and tx for wheelchair brakes
		02/21/2018		ST	ST to evaluate secondary to s/s of aspiration on honey-thick liquids.
		02/27/2018		ST	ST clarification: Patient to participate in dysphagia management 5 visits in 1 month.

Attachment C

		03/14/2018		ST	Discharge patient from ST secondary to reached max rehab potential.
60	60	04/30/2018		PT	PT to evaluate for knee pain, balance and decrease risk of falls.
		05/01/2018		PT	PT clarification order: will see pt 3x/week for 4 weeks for transfers, gait, balance, strengthening and manual therapy as needed to increase pt safety and Indep with functional movement.
61	61	04/25/2018		PT	PT to evaluate to modify restorative program due to decline.
		04/26/2018		PT	PT clarification order: Will see pt 3x/week for transfers, gait, balance, strengthening, and modalities for pain as appropriate to increase pt Indep and safety with functional movement.
		04/27/2018		OT	OT to evaluate to address strengthening, activity tolerance, ADLs.
		04/30/2018		OT	Eval completed. OT to tx 3x/week for functional balance, strengthening, and ADL retraining
		05/10/2018		ST	ST for speech/swallow evaluation for spitting out food R/O dysphasia
		05/15/2018		ST	ST clarification: Patient to participate in skilled ST 3xweek times 4 weeks for dysphagia ther ex.
		05/24/2018		PT	PT recertification order: will continue to see pt 3x/week for 4 weeks for transfers, gait, ther ex, and balance to increase pt safety and ability to participate in functional movement.
		05/29/2018		OT	Recertification: OT to tx 3x/week for functional balance, strengthening, and ADL retraining
		05/30/2018		ST	Discharge patient from skilled ST secondary to reaching max rehab potential at this time.
62	62	03/13/2018		ST	ST to evaluate to improve respiratory support/perform respiration ther ex.
63	63	06/12/2017		OT	ot to eval and tx for new emd
		10/25/2017		OT	ot to eval and tx for emd safety
		10/27/2017		OT	OT to tx 3x a week for 4 weeks for EMD safety, ADL retraining, Balance, and UB strengthening as
		10/30/2017		PT	PT to evaluate for weakness.
		11/01/2017		PT	PT to Eval and treat for weakness, pt will be seen 3x/week for 4 weeks for strengthening, transfer training, gait training, balance training, manual therapy and modalities as indicated.
		11/22/2017		OT	Recertification: OT to continue tx 3x a week for 4 weeks for EMD safety, ADL retraining, Balance, and UB strengthening as
		11/30/2017		PT	30 Day Summary: Continue PT services 3x/week for 4 weeks starting 11/28/2017 for continued work on strengthening, functional mobility training, and balance.
		12/21/2017		OT	Recertification: OT to continue tx 2x a week for 2 weeks for EMD safety and mobility as
		02/16/2018		OT	OT to evaluate for EMD safety.
		02/22/2018		OT	Eval completed. OT to tx 3x/week for 4 weeks for EMD safety, functional balance, and activity tolerance
64	64	09/14/2017		PT	pt to eval and tx for a recent fall

Attachment C

		09/19/2017		PT	PT to eval and tx for a recent fall, treatment will be 3x/week for 4 weeks for strengthening, ROM, improved activity tolerance, functional mobility training.
		09/20/2017		ST	ST to eval and treat following recent fall for cognitive ther ex.
		09/22/2017		OT	OT to evaluate and treat due to patient decreased ability to perform ADLs/self-feed
		09/29/2017		ST	ST eval complete. Patient to participate in ST 3x week times 4 weeks for cognitive/dysphagia ther ex.
		11/14/2017		ST	Discharge patient from ST secondary to no longer participating at a therapeutic level.
		12/08/2017		ST	ST to evaluate second to nasal regurgitation with thin liquids.
		12/11/2017		ST	ST clarification: ST evaluation complete. Patient to participate in skilled ST 3xweek times 4weeks for dysphagia management.
		01/09/2018		ST	Discharge patient from skilled ST with least restrictive diet achieved. continue puree with thin liquids.
		02/13/2018		PT	PT to evaluate to improve balance, gait and transfers.
		02/13/2018		OT	OT to evaluate to address decreased upper body strength, decreased ADLs and endurance.
		02/13/2018		ST	ST to evaluate due to pocketing of solids at meals.
		02/14/2018		OT	OT evaluated. OT to tx 3x/week for 4 weeks for strengthening, ADL retraining, and activity tolerance as
		02/14/2018		ST	ST clarification: Evaluation complete. ST to participate in skilled ST 4xweek times 4 weeks for dysphagia ther ex.
		02/15/2018		PT	PT Clarification: 3x per week for 4 weeks for ther ex, ther act, neuro re-ed and gait training to improve safe functional mobility in unit
		03/13/2018		PT	PT Recertification order: Will continue to see pt 3x/week for 4 weeks for transfers, gait, balance, and strengthening to increase pt Indep and safety with functional movement.
		05/16/2018		PT	PT to evaluate for walker.
		05/18/2018		ST	ST to eval for diet/safety.
		05/17/2018		PT	PT clarification order: will see pt 3x/week for 4 weeks for gait, transfers, ROM, strengthening, activity tolerance to increase pt safety and Indep with functional movement
		05/22/2018		ST	ST clarification: Eval complete. Patient to participate in skilled ST 3xweek times 4 weeks.
65	65	06/21/2017		OT	ot to eval and tx for slide board
		06/22/2017		OT	Order inputted incorrectly and was meant to read OT to eval and tx for one way slide NOT slideboard transfer. OT one time screen completed. Ok to re-issue one way slide for mbr to use when in w/c. Eval not needed to re-issue and request to d/c eval
		01/08/2018		OT	OT to evaluate for wheelchair positioning.
		01/10/2018		PT	PT to evaluate and treat Other chronic pain
		01/19/2018		OT	OT to evaluate and tx 3x/week for 4 weeks for wheelchair positioning, w/c safety, and ADL retraining as

Attachment C

		01/19/2018		PT	PT to eval and treat 3x/week for weeks to improve R shoulder ROM, decrease pain, improve posture, LE strength through ther ex, mobility training, modalities as indicated and manual therapy.
		02/02/2018		OT	OT to tx 5x in 6 weeks for wheelchair positioning upon arrival of new w/c
		02/15/2018		PT	PT Recertification: 3x per week for 4 weeks for ther ex, ther act, neuro re-ed, gait training, estim and manual therapy to reduce reported of R UE/LE pain, improve functional ROM and improve LE strength for improved participation in functional transfers
		03/08/2018		OT	OT to tx 5x in 30 days for wheelchair positioning upon arrival of new w/c
		03/30/2018		OT	Recertification: OT to tx for w/c positioning upon delivery of new w/c
		04/20/2018		OT	Recertification: OT to tx 2x/week for 4 weeks for w/c mobility and w/c management
		05/03/2018		OT	Recertification: OT to tx for w/c mobility and w/c management upon arrival of one way drive w/c
66	66	11/28/2017		ST	ST to evaluate due to coughing/choking episodes on current diet.
		12/01/2017		ST	ST clarification: Patient to participate in skilled ST 3x week times 4 weeks for dysphagia ther ex.
		01/26/2018		ST	Discharge patient from skilled ST. Continue mechanical soft/nectar thick liquids.
67	67	06/06/2017		ST	Speech Therapy evaluation to evaluate Mbr's current nectar thick diet . Mbr wants to be evaluated for diet upgrade to regular liquids. SLP to evaluate.
		01/04/2018		ST	ST to evaluate secondary to wet vocal quality and coughing with thin liquids.
68	68	06/22/2017		OT	OT to eval and treat
		06/22/2017		OT	OT to eval and treat for w/c positioning of legs and full body lift sling to bathroom
		06/22/2017		OT	OT eval completed. OT to see mbr 2-5 visits for ther act, ADL retraining, w/c positioning and staff training with mbr for education on toileting sling, toilet transfers and toileting.
		06/28/2017		PT	pt to eval and tx for leg exercises
		06/29/2017		PT	PT to see 3x/wk for 4 wks for LE strengthening to promote strength for return to SPT's when wounds are healed
		08/06/2017		PT	pt to eval and tx for strenthing
		08/06/2017		OT	ot to eval and tx for emd eval
		08/25/2017		PT	PT to eval and tx for strengthening, improved trunk and core control, pt started 08/17/2017, 3w4,
		08/28/2017		OT	OT to eval and treat 3x/week 4 weeks for ther ex, ther act, group procedures, ADL retraining, w/c management, electric stim, and ultrasound
		09/14/2017		OT	D/C- pt achieved maximum functional potential at this time, discharge pt from OT services as
		11/27/2017		OT	OT to evaluate for wheelchair positioning.
		11/28/2017		OT	OT to evaluate and tx 3x/week 4 weeks for wheelchair positioning, w/c modifications, and strengthening
		12/27/2017		OT	Recertification: OT to tx 3x/week 4 weeks for wheelchair positioning, coordination, and strengthening
69	69	07/07/2017		PT	pt to eval and tx for cervical pain

Attachment C

		08/02/2017	PT	pt to eval and tx
		08/02/2017	OT	ot to eval and tx
		08/25/2017	PT	PT to eval and treat for cervical spine pain, B LE pain, decreased function and B LE strength, started 08/07/2017, 3w4.
		08/28/2017	OT	ot to eval and tx for ther ex, ther act, ADL retraining, group procedures, neuromuscular reeducation 3x/week 4 weeks.
		09/05/2017	OT	Recertification: OT to continue to tx 3x/week for 4 weeks for ther ex, ther act, neuro re-ed, and ADL retraining
		09/24/2017	PT	Member needs assistance with trasfers
		09/24/2017	PT	pt to eval and tx for a recent fall
		12/12/2017	PT	Evaluate for Ambulation, Transferring, and Foot wear.
		02/28/2018	PT	PT to evaluate to decrease risk of falls.
		03/06/2018	PT	PT clarification Order: will see pt 3x/ week for 4 weeks for transfers, gait, LExt strengthening, balance, and modalities as appropriate.
		04/26/2018	PT	PT Recertification orders: will continue to see pt 3x/week for 4 weeks for transfers, gait, balance, strengthening and modalities as appropriate to increase pt ability to participate in functional movement.
		05/24/2018	PT	PT recertification order: Will continue to see pt 3x/week for 4 weeks for transfers, gait, ther ex, and balance to increase pt Indep and safety with functional movement.
70	70	06/23/2017	OT	OT to treat and eval for feeding assistance
		06/27/2017	ST	Evaluate and treat for difficulty swallowing, decline in condition. limited mobility
		06/28/2017	OT	Mbr will be seen 3-5x/wk for ther ex, ther act, ADL retraining, w/c mgmt. training.
		08/02/2017	OT	ot to eval and tx
		08/02/2017	OT	ot to eval and tx
		08/02/2017	PT	pt to eval and tx
71	71	01/31/2018	ST	ST to evaluate to address increased confusion and decreased judgment.
		02/02/2018	ST	ST clarification: ST eval complete. Patient to participate in ST 3xweek times 4 weeks for cognitive ther ex.
		03/01/2018	ST	ST clarification: Resident to continue in skilled ST 3xweek times 4 weeks for cognitive ther ex.
		07/12/2017	ST	st to eval and tx for increasing dysphagia
72	72	11/17/2017	PT	PT to eval and tx
		11/17/2017	OT	OT to eval and tx
		11/21/2017	OT	OT to eval and tx 2x a week for 4 week for safety awareness and functional balance as
		12/21/2017	OT	OT recertification to tx 2x a week for 4 weeks for awareness and functional balance as
		04/17/2018	PT	PT to evaluate to improve strengthening, gait and balance.
		04/19/2018	PT	PT clarification order: will see pt 3x/week for 4 weeks for transfers, gait, strengthening, and balance to increase pt safety and indep with functional movement.

Attachment C

		05/17/2018		PT	PT recertification order: will continue to see pt 3x/week for 4 weeks for transfers, gait, strengthening, and balance to increase pt safety and indep with functional movment.
73	73	11/08/2017		OT	OT to evaluate for ADLs/activity tolerance.
		11/08/2017		PT	PT to evaluate for strengthening and balance.
		11/15/2017		OT	OT to eval and treat 3x week for 4 weeks for scooter safety, ADL retraining, L UE pain, and functional balance as
		11/15/2017		ST	ST to eval and treat secondary to decreased judgment increasing fall risk.
		11/20/2017		PT	Physical Therapy 3x/week for 4 weeks to treat B LE weakness and L knee pain with ther ex, balance training, functional mobility training, manual therapy and modalities as indicated.
		11/20/2017		ST	ST clarification: Patient to participate in skilled ST 3xweek times 4 weeks for cognitive ther ex.
		12/06/2017		ST	Discharge patient from ST secondary to reached max rehab potential at this time.
		12/06/2017		OT	discharge from OT services at this time secondary to pt at max rehab potential
		02/19/2018		PT	Physical Therpy to eval and treat for Weakness as requested by member
		02/22/2018		PT	PT clarification order: will see pt 3x/week for 4 weeks for transfers, gait, ther ex, balance and modalities for pain as appropriate to increase pt indep and safety with functional movement.
		03/15/2018		PT	Pt recertification order: Will continue to see pt 3x/week for 4 weeks for transfers, gait, ther ex, balance, and modalities for pain as appropriate to increase pts ability to safely participate in functional movement.
74	74	01/02/2018		OT	OT to evaluate for wheelchair positioning.
		01/09/2018		OT	OT to evaluate and tx 4x/week for 4 weeks for w/c positioning and fit for B hand splints as
		02/02/2018		OT	OT to tx 3x for 3 weeks for w/c positioning and fit for B hand splints
75	75	12/27/2017		PT	PT to eval and Tx
		12/28/2017		OT	ot to eval and tx
		01/03/2018		PT	PT to eval and treat 2x/week for 4 weeks for strengthening, gait and transfer training, balance training and modalities as indicated for pain management.
		01/04/2018		OT	Discharge OT order per family request
		02/20/2018		PT	pt to eval and tx
		02/23/2018		PT	pt to eval abd tx
		02/23/2018		OT	ot to eval and tx
		03/12/2018		PT	PT on transfers with weight bearing as tolerated but no gait training for Weakness
		03/15/2018		PT	PT clarification order: Will see pt 3x/week for 4 weeks for transfers, bed mobility, and strengthening to increase pt ability to participate in functional movement.
76	76	11/04/2017		PT	PT to eval and tx for gait instability
		11/15/2017		ST	ST to evaluate and treat due to recent confusion noted by PT that is impacting safety and ability to follow directions.

Attachment C

		11/20/2017		ST	ST clarification: Patient to participate in skilled ST 3x week times 4 weeks for cognitive ther ex.
		12/05/2017		PT	PT Clarification order for continued PT services, 3x/week for 4 weeks starting 12/04/2017 for continued work on strengthening, functional mobility training, balance training, and modalities as indicated for pain management.
		12/18/2017		ST	ST clarification: Patient to continue in ST 3xweek times 4 weeks for cognitive ther ex.
		01/03/2018		PT	PT Recertification: Continue PT services 3x/week for 4 weeks for continued work on strengthening, transfers, ambulation, standing balance and modalities as indicated for pain to return pt to PLOF.
		02/23/2018		ST	Discharge patient from ST with goals met.
		03/12/2018		OT	OT to evaluate to improve safety with ADLs.
		03/12/2018		ST	ST to evaluate to improve safety/cognitive in LTC environment.
		03/12/2018		ST	PT to evaluate due to recent fall.
		03/14/2018		OT	Eval completed. OT to tx 3x/week for 4 weeks for ADL retraining, strengthening, and functional balance.
		03/13/2018		PT	PT clarification order: Will see pt 3x/week for 4 weeks for transfers, gait, balance, and LExt strengthening.
		03/13/2018		ST	ST clarification: Patient to participate in skilled ST 3xweek times 4 weeks for cognitive ther ex.
		04/10/2018		OT	Recertification: OT to tx 3x/week for 4 weeks for ADL retraining, strengthening, and functional balance.
		04/12/2018		PT	PT recertification: will continue to see pt 3x/week for 4 weeks for transfers, ther ex, gait, and balance to increase pt safety and Indep with functional movement.
77	77	06/22/2017		OT	ot to eval and tx for emd malfunction
		01/19/2018		ST	ST to evaluate to modify AAC device to improve communication.
		01/29/2018		ST	D/C order for ST to evaluate secondary to AAC device sent to VA. ST will evaluate after device is returned to patient.
78	78	06/12/2017		ST	st to eval and tx for dysphagia
		06/12/2017		OT	ot to val and tx for emd
		06/12/2017		PT	pt eval and tx for excersize program
		08/02/2017		PT	pt to eval and tx
		08/02/2017		OT	ot to eval and tx
		08/25/2017		PT	PT to eval and treat for B LE strengthening, therapeutic activity, gait training as indicated, pt started 08/10/2017, 3w4
		08/28/2017		OT	ot to eval and tx for w/c management, ADL retraining, Ther ex, Ther act, and neuro re-ed
		09/14/2017		OT	D/C- pt declined further OT services, discharge pt from OT services
		10/06/2017		PT	Continuation of PT services 3w4 to continue to progress B LE strength, functional mobility, activity tolerance and standing balance following 30 day summary completion.
		01/08/2018		ST	ST to evaluate secondary to throat clearing with liquids.
		01/25/2018		ST	ST clarification: Dysphagia evaluation complete. Patient to participate in skilled ST 3xweek times 2 weeks for dysphagia ther ex.

Attachment C

		03/01/2018		ST	Discharge patient from skilled ST with max rehab potential achieved.
		04/24/2018		ST	ST clarification: Eval complete. patient to participate in skilled ST 3xweek times 2 weeks for dysphagia ther ex.
		04/30/2018		OT	OT to evaluate for wheelchair management.
		05/03/2018		ST	Discharge patient from ST secondary to not participating at a therapeutic level.
		05/03/2018		OT	Eval completed: OT to tx 3x/week for 4 weeks for wheelchair management and establish RNP as
		05/31/2018		OT	Recertification: OT to tx 3x/week for 4 weeks for wheelchair management, activity tolerance, and establish RNP as
79	79	12/12/2017		PT	PT to evaluate for weakness
		12/12/2017		OT	OT to evaluate for weakness
		12/13/2017		OT	OT to eval and treat 3x week for 4 weeks for strengthening, coordination and ADL retraining as
		12/13/2017		PT	Physical therapy to eval and treat 4x/week for 4 weeks for strengthening, ROM, improved activity tolerance, functional transfers, ambulation, bed mobility to return pt to PLOF following hospitalization.
		01/09/2018		PT	PT Recertification/30 Day Summary - Continue PT at 3x/week for 4 weeks or until pt meets max rehab potential for continued work on strengthening, gait and transfer training, balance training, and pain management techniques as indicated
		01/09/2018		OT	Recertification: OT to tx 3x/week for 6 weeks for strengthening, coordination, functional balance, and ADL retraining as
		02/01/2018		OT	D/C sit to stand lift. Member to transfer using walker and gait belt for Gait and Strengthening
		02/08/2018		OT	Recertification: OT to tx 2x/week for 4 weeks for functional balance and ADL retraining as
		02/09/2018		PT	PT Recertification: 3x per week for 4 weeks for ther ex, ther act, neuro re-ed, gait training and manual therapy and estim for pain control to reduce pain and improve safe functional mobility in facility.
		03/08/2018		OT	Recertification: OT to tx 2x/week for 4 weeks for functional balance and ADL retraining as
		03/08/2018		PT	PT recertification order: will see pt 3x/week for 4 weeks for transfers, gait, balance, strengthening as modalities as appropriate to increase pt Indep and safety with functional movement.
		03/23/2018		OT	Recertification: OT to tx 4x/week for 4 weeks for EMD and ADL training as
		04/20/2018		OT	Recertification: OT to tx 4x/week for 4 weeks for EMD training as
80	80	09/27/2017		PT	PT eval and treat
		09/27/2017		OT	Occupational therapy to evaluate for Weakness
		09/27/2017		ST	Speech evaluate and treat for respiration/voicing
		09/28/2017		PT	PT eval and treat
		10/02/2017		ST	ST evaluation complete. Patient to participate in ST 3xweek times 4 weeks for voice ther ex.
		10/31/2017		ST	Discharge patient from speech therapy secondary to reached max rehab potential.

Attachment C

		11/27/2017		ST	ST to evaluate due to wife concern that patient is aspirating on nectar thick liquids.
		12/01/2017		ST	ST clarification: Patient to participate in skilled ST 3xweek times 4 weeks for dysphagia management.
		12/15/2017		ST	Discharge patient from ST secondary to reaching max rehab potential.
81	81	10/10/2017		PT	PT eval and treat. for Admission
		10/10/2017		OT	OT to eval and treat for Admission
		10/13/2017		PT	PT eval and treat 5x a week for 4 weeks for strengthening, transfer and bed mobility training, modalities as indicated for pain control s/p L hip dislocation and reduction.
		10/16/2017		OT	OT: Eval and treat 2x/week for 4 weeks for UB strengthening, w/c management, and ADL retraining as
		02/12/2018		PT	pt to eval and tx for use of a walker
		02/16/2018		PT	PT Clarification: 2x per week for 4 weeks for ther ex, ther act, neuro re-ed, gait training and manual therapy to improve safety with functional transfers and gait
		03/13/2018		PT	PT recertification orders: Will continue to see pt 3x/wk for 4 weeks for transfers, bed mobility, and strengthening to increase pt ability to participate in functional movement.
82	82	10/25/2017		OT	OT to evaluate and treat for shoulder pain that is limiting patient's ability to operate wheelchair.
		10/31/2017		OT	OT to evaluate and treat 3x/week for 4 weeks for shoulder pain and w/c mobility as
		11/20/2017		OT	D/C from OT, Referred for RNP 3x a week or as tolerated
83	83	12/14/2017		PT	eval and treat
		12/14/2017		OT	eval and treat
		12/14/2017		OT	OT to evaluate for use of sit/stand lift to toilet only
		12/18/2017		OT	OT evaluated and approves use of sit/stand lift to toilet only as
		02/13/2018		OT	OT to evaluate to address wheelchair positioning.
		02/14/2018		OT	OT to evaluate and tx 3x in 2 weeks to address wheelchair positioning and modification carryover as
84	84	09/22/2017		ST	speech tx to eval and tx for coughing with meals
		09/27/2017		ST	ST clarification: Evaluation complete. Patient to participate in dysphagia ther ex 3xweek times 4 weeks to decrease aspiration risk.
		10/17/2017		OT	OT to eval and tx for abnormal posture
		02/28/2018		OT	Eval completed. OT to tx 3x week for AE training during feeding as
85	85	06/12/2017		OT	ot to eval and tx wc
		06/20/2017		OT	ot to eval and tx for wheel chair adjustment
		08/02/2017		PT	pt to eval and tx
		08/02/2017		OT	ot to eval and tx
		08/04/2017		ST	st to eval and tx for weak voice
		08/25/2017		PT	PT to eval and tx for B LE strengthening, transfer training, trunk and core training secondary to functional decline and neuropathy, pt started 08/15/2017, 3w4,
		08/28/2017		OT	ot to eval and tx for ther ex, ther act, ADL retraining, w/c management, pt/staff education 3x/week 4 weeks
		08/28/2017		ST	Patient to participate in voice therapy 3x week times 4 weeks to address SOB and decreased vocal volume.

Attachment C

		09/11/2017		OT	OT Recertification: OT to continue tx 3x/week for 4 weeks for therapeutic exercise, therapeutic activity, neuro re-ed, ADL retraining, and w/c management as
		09/14/2017		PT	PT Re-Certification - PT to continue to see patient 3x/week for 4 weeks starting 09/14/2017 for continued work on B LE strengthening, sitting balance, standing tolerance, transfers.
		09/20/2017		ST	Patient to continue in voice/respiration therapy 3x week times 4 weeks to address SO
		10/10/2017		PT	PT to eval and treat for weakness
		10/10/2017		OT	Ot to eval and treat for weakness and wc safety
		10/12/2017		OT	Recertification: OT to continue to 3x/week 4 weeks for UB strengthening as
		10/11/2017		ST	ST clarification: Patient to continue in skilled ST 3xweek times 4 weeks for voice/respiration ther ex.
		10/11/2017		PT	Continue PT services 3w4 starting date 10/11/2017 for continued work on B LE strengthening, standing tolerance, functional mobility as indicated.
		11/07/2017		OT	Recertification: OT to see 5x in 4 weeks for AE training and W/c modifications to increase IND during feeding tasks and mobility as
		11/08/2017		ST	Discharge patient from ST secondary to reached max rehab potential at this time.
		11/27/2017		ST	Speech Therapy for muscle tension dysphonia. Supraglottic compression consistent with muscle tension
		11/29/2017		ST	Sprrech Therapy to Eval and Tx for dysphonia
		12/01/2017		ST	ST clarification: ST eval complete. Patient to participate in voice therapy for laryngeal massage/ther ex 5x week times 4 weeks.
		12/08/2017		OT	Discontinue OT secondary to achieved maximum rehab potential as
		12/18/2017		ST	ST clarification: Patient to participate in skilled ST for voice ther ex 3x week times 4 weeks.
		12/20/2017		OT	OT to evaluate
		12/28/2017		OT	OT to evaluate and tx 4x in 2 weeks
		01/12/2018		ST	ST clarification: patient to continue in skilled voice therapy 2x week times 4 weeks
		02/12/2018		OT	OT to evaluate for wheelchair positioning.
		02/14/2018		OT	OT evaluated. OT to tx 3x/week for 4 weeks for wheelchair safety and modifications as
		03/21/2018		OT	Recertification: OT to tx 3x/week for 4 weeks for wheelchair safety and modifications as
		05/04/2018		ST	Discharge patient from ST with goals met.
86	86	10/12/2017		PT	PT to eval and Tx for increased ADL support
		10/12/2017		OT	OT to eval and Tx for increased ADL suppot
		10/16/2017		OT	OT to eval and Tx 3x/week for 4 weeks for ADL/IADL retraining, functional balance, and coordination as
		10/16/2017		PT	PT to eval and Tx for increased ADL support, B LE strengthening, functional mobility training, balance training, gait training, 3x a week for 4 weeks starting 10/16/2017.
		10/16/2017		ST	ST to evaluate and treat to address decreased cognition and verbal expression.

Attachment C

		10/19/2017		ST	Late entry. ST eval completed on 10/17/17. Patient to participate in skilled ST 3xweek times 4 weeks for cognitive ther ex.
		11/14/2017		OT	Recertification: OT to continue to Tx 3x week for 4 weeks for ADL/IADL retraining, functional balance, and coordination as
		11/16/2017		ST	ST clarification: Patient to continue in skilled ST 3xweek times 4 weeks for cognitive ther ex.
		12/07/2017		OT	Discontinue OT at this time secondary to pt at maximum rehab potential, referred for RNP 3x a week to maintain UB strength as
		05/30/2018		OT	OT to evaluate to improve activity tolerance, ADLs and strengthening.
		05/30/2018		PT	PT to evaluate to improve strengthening, gait and transfers.
		05/31/2018		PT	PT clarification order: will see pt 3x/week for 4 weeks for transfers, gait, balance, strengthening and activity tolerance to increase pt safety and Indep with functional movement.
		05/31/2018		ST	ST to evaluate for breath support, voicing and cognition.
87	87	06/06/2017		ST	SLP to evaluate need for pureed diet; member requests diet upgrade
		06/26/2017		ST	Speech to evaluate to see if he can be taken off of purred diet. Member doesn't like all his food pureed. He wants different diet.
		06/28/2017		OT	OT clarification: Mbr will be seen 1-3x/wk for neuromuscular re-ed, ther ex, ther act, ADL retraining and w/c mgmt/fitting. Mbr fitted for at tilt w/c. Please change mbr to a sit/stand lift for all transfers. Requires Max - Total A x 1 for bed mobility.
		06/28/2017		ST	Speech Therapy to eval swallowing.
		06/28/2017		PT	eval and treat for transfers.
		06/28/2017		ST	st to eval and tx
		06/28/2017		PT	ppt to eval and tx
		06/28/2017		OT	ot to eval and tx
		06/29/2017		PT	PT 1-3x/wk for 4 weeks for trunk strengthening, standing frame and TE
88	88	07/11/2017		PT	PT/OT to eval and treat for decline
		05/15/2018		OT	OT to evaluate for wheelchair positioning.
		05/17/2018		OT	Eval completed: OT to tx 3x in 4 weeks for wheelchair positioning
89	89	06/12/2017		OT	OT to eval and tx for wc positioning
		02/28/2018		PT	PT to evaluate for back pain.
		03/01/2018		OT	Occupational therapy to eval for w/c positioning
		03/07/2018		OT	Eval completed. OT to tx 10 times in 30 days for w/c positioning
		03/06/2018		PT	PT clarification order: will see pt 3x per week for 4 weeks for transfers, strengthening, ther ex, and balance as appropriate to improve functional movement and decrease back pain.
		05/01/2018		OT	OT to tx for w/c positioning upon arrival of custom cushion
		05/03/2018		OT	Clarification order: OT to tx for w/c positioning upon arrival of custom cushion
90	90	05/28/2018		OT	OT to eval wheelchair for proper fit . Lateral knees leaning on inside of wheelchair.

Attachment C

91	91	06/12/2017	OT	ot ot eval and tx for hand contracture
		07/21/2017	OT	ot to tx for arm support on wheel chair
		08/02/2017	PT	pt to eval and tx
		08/02/2017	OT	ot to eval and tx
		09/11/2017	OT	D/C: d/c order to eval d/t pt family declining d/t payment limitations as
		11/06/2017	OT	OT to evaluate for brace fitting.
		11/14/2017	OT	OT to eval and treat 5 times in 4 weeks for splint fitting and management
		12/06/2017	OT	Discontinue OT secondary to pt at maximum rehab potential
		05/02/2018	ST	Speech Therapy to see. Member spitting out food with poor intake this last week. Member spitting out breakfast this am. Assisted with eating.
		05/04/2018	ST	ST clarification: Eval complete. Patient to participate in dysphagia management 3xweek times 4 weeks for swallow ther ex, diet modifications and strategies.
		05/10/2018	ST	Discharge patient from ST
92	92	04/24/2018	OT	OT to evaluate due to decreased activity tolerance, ADLs.
		04/24/2018	PT	PT to evaluate due to recent fall.
93	93	06/21/2017	OT	ot to eval and tx for wheel chair adjustment
		06/28/2017	OT	OT order to eval and treat for Left hip and bilateral shoulder pain
		07/02/2017	OT	ot to eval and tx for power chair safety.
		07/03/2017	OT	OT evaluation completed for safety eval in EMD.
		07/25/2017	OT	OT recommending power assist w/c for mobility needs at this time due to intermittent confusion. Mbr discharged 7/25/17.
		08/02/2017	OT	ot to eval and tx
		08/02/2017	PT	pt to eval and tx
		08/28/2017	OT	ot to eval and tx 3x/week x4 weeks for ther ex, ther act, ADL retraining, neuromuscular reeducation
		09/06/2017	PT	PT to eval and treat and continue services for strengthening, Gait training, transfer training and balance training, 3w4, starting 09/06/2017,
		09/07/2017	OT	OT recertification: OT to continue to tx 3x/week for 4 weeks for therapeutic exercise, therapeutic activity, ADL retraining, and neuro re-ed as
		10/05/2017	OT	OT recertification: OT to continue to tx 3x/week for 4 weeks for ther ex, ther act, ADL retraining
		10/06/2017	PT	PT Recertification: Continued PT services 3w4 starting 10/5/2017 for strengthening, progressing activity tolerance, standing balance, and manual therapy for pain management as indicated.
		11/01/2017	PT	PT recertification: Continue PT services 3x / week for 4 weeks for continued strengthening, gait training, balance training, manual therapy as indicated for pain management.
		05/23/2018	ST	ST to evaluate to address cognition/safety.
		05/22/2018	OT	OT to evaluate for upper body strengthening and ADLs.
		05/22/2018	PT	PT to evaluate to improve strengthening, transfers, restorative program.

Attachment C

		05/24/2018		OT	Evaluation completed: OT to tx 3x/week 4 weeks Therapeutic exercise, functional balance, and ADL retraining as
		05/24/2018		PT	PT clarification order: will see pt 3x/week for 4 weeks for transfers, gait, balance, and ther ex to increase pt safety and Indep with functional movement.
		05/25/2018		ST	ST clarification order: patient to participate 3xweek times 4 weeks in cognitive ther ex.
94	94	09/07/2017		OT	Occupational Therapy eval and treat Unsteadiness on feet for Admission, Gait and Strengthening, Incontinence
		09/07/2017		PT	Physical Therapy eval and treat Unsteadiness on feet for Admission, Gait and Strengthening, Incontinence, Safety, Weakness
		09/15/2017		OT	D/C- Pt assessed and modified pressure relief system, however pt refused continued tx, d/c eval and tx as
		01/23/2018		OT	w/c consult and treat for leaning
		01/29/2018		OT	OT eval completed and plan to treat 3x in 4 weeks for w/c positioning
		03/01/2018		OT	Recertification: OT to continue to tx 5 times in 4 weeks for w/c positioning
		03/30/2018		OT	Recertification: OT to tx for w/c positioning upon delivery of new W/c
		04/06/2018		OT	Recertification: OT to tx 4x/week for 4 weeks for EMD safety
95	95	06/21/2017		PT	pt to eval tx for transfers
		06/27/2017		PT	1x PT eval complete, recommendations discussed w/ unit manager
96	96	10/17/2017		ST	ST to eval and tx for dysphagia
		11/27/2017		ST	No longer warranted at this time
97	97	07/27/2017		OT	ot to eval and tx for wheel chair fittings
		02/12/2018		OT	ot to eval and tx
		02/12/2018		PT	pt to eval and tx
		02/14/2018		OT	Eval completed. D/c OT order at this time.
		02/15/2018		PT	PT Clarification: Pt refused eval at this
		04/23/2018		ST	Speech Therapy/Eval and Treat
98	98	06/01/2017		ST	Speech Therapy to treat and eval for mechanical soft diet
		07/05/2017		OT	ot to eval and tx for a tilt wheelchair
		12/12/2017		ST	ST to evaluate secondary to difficulty masticating current diet.
99	99	02/23/2018		PT	pt to eval and tx
		02/23/2018		OT	ot to eval and tx
		03/21/2018		OT	Occupational Therapy for left hand contracture eval and treat
		04/24/2018		OT	Occupationat therapy to eval and treat for left hand contractures.
		05/03/2018		OT	Eval completed. OT to tx 1x upon arrival of splint as
100	100	06/06/2017		ST	ST to eval and treat for increased congestion
101	101	01/03/2018		PT	PT/OT to eval and treat for Weakness
		01/04/2018		PT	Physical therapy to eval and treat 3x/week for 4 weeks for strengthening, ROM, improved activity tolerance and standing balance.
		01/05/2018		OT	OT to eval and tx 3x/week for 4 weeks for activity tolerance, ADL retraining, functional balance, and scooter safety as

Attachment C

		03/08/2018		PT	Physical therapy to eval left knee for Pain
		03/13/2018		PT	PT clarification orders: Will see pt 3x/week for manual therapy, US, transfers, gait, balance, and ROM to decrease patients pain and increase safety with functional movement.
102	102	07/25/2017		PT	pt to eval and tx
		07/25/2017		OT	ot to eval and tx
		07/25/2017		ST	st to eval and tx
		07/26/2017		OT	OT, PT, ST order received.
		08/09/2017		OT	OT to treat and eval
		08/09/2017		PT	PT to treat and eval
		08/09/2017		ST	ST to treat and eval
		08/09/2017		PT	PT to treat and eval
		08/29/2017		PT	PT to treat and eval for decline in functional mobility secondary to Parkinsons, Dementia - 2w4 starting date of 08/29/2017.
		09/06/2017		ST	d/c order for ST to eval.
103	103	07/26/2017		PT	PT-4 weeks for ROM
		12/04/2017		ST	ST to eval and tx for dysphagia
		12/05/2017		ST	ST clarification: ST evaluation complete. Patient to participate in skilled dysphagia management 3xweek times 4 weeks to include laryngeal massage and neuromuscular electrical stimulation.
		12/05/2017		OT	OT to evaluate secondary to recent decline in ADLs.
		12/05/2017		PT	PT to evaluate secondary to patient complaint of back/leg pain limiting mobility.
		12/07/2017		PT	Physical Therapy to Evaluate and Treat, 3x/week for 4 weeks with focus on ther ex for strengthening, therapeutic activities for improved mobility, pain management via manual therapy or modalities.
		12/07/2017		OT	OT to eval and treat 3x/week for 4 weeks for functional balance, ADL retraining, UB strengthening, and functional activity tolerance as
		12/18/2017		ST	Discharge patient from skilled ST secondary to achieving all goals.
104	104	02/22/2018		OT	OT to evaluate and treat.
		02/22/2018		PT	PT to evaluate and treat.
		02/22/2018		OT	Eval completed. OT to tx 3x/week for 4 weeks ADL retraining, functional balance, and activity tolerance
		02/22/2018		PT	PT clarification: PT eval complete. Patient to participate in 3xweek times 4 weeks for strengthening, gait, balance, and transfers.
		03/15/2018		PT	PT recertification order: will continue to see pt 3x/week for 4 weeks for transfers, gait, ther ex, balance and modalities as appropriate to increase pt ability to participate in functional movement.
		03/20/2018		OT	Recertification: OT to tx 3x/week for 4 weeks ADL retraining, functional balance, and activity tolerance
		03/29/2018		OT	OT to evaluate for ADLs, upper body strengthening.
		03/29/2018		PT	PT to evaluate for strengthening.
105	105	04/11/2018		PT	PT to evaluate for right knee/leg pain.
		04/12/2018		PT	PT clarification orders: Will see pt 3x/week for 4 weeks for Right LExt pain, transfers, gait, balance, strengthening and modalities as appropriate to increase pt safety and Indep with functional movement.

Attachment C

		04/17/2018		OT	Eval completed: OT to tx 3x/week for 4 weeks for functional balance, ADL retraining, and w/c mobility.
		05/10/2018		PT	PT recertification order: will continue to see pt 3x/week for transfers, gait, ther ex, balance, and modalities as appropriate.
		05/11/2018		ST	ST to evaluate to address cognitive deficits/safety.
		05/14/2018		OT	Recertification: OT to tx 3x/week for 4 weeks for functional balance, activity tolerance, ADL retraining, and w/c mobility
		05/15/2018		ST	ST clarification: Eval complete. Patient to participate in skilled ST 3xweek times 4 weeks for cognitive ther ex.
106	106	07/06/2017		OT	OT/PT to evaluate and treat for Restorative Program
		07/13/2017		PT	PT to see 3x/wk for gait and exercise
		08/02/2017		OT	ot to eval and tx
		08/02/2017		PT	pt to eval and tx
		08/28/2017		OT	ot to eval and tx 3x/week 4 weeks for ther ex, neuro reedu, ther act
		08/30/2017		PT	PT to evaluate member in wheelchair to avoid weight on left foot to avoid excess pressure to heel
		08/31/2017		PT	OT evaluated and modified pt w/c for pressure relief.
		09/07/2017		OT	OT recertification 9/7/17: OT to continue to tx 3x/week 4 weeks for therapeutic ex, neuro re-ed, therapeutic activity, and w/c management as
		09/06/2017		PT	PT to continue services for strengthening, gait training, transfer training - 3w4, starting 09/06/2017,
		11/06/2017		ST	ST to evaluate/treat due to coughing with liquids/solids at meals.
		11/14/2017		ST	ST clarification: patient to participate in skilled ST 3xweek times 4 weeks for dysphagia management ther ex.
		11/17/2017		OT	OT to evaluate for use of sit-stand lift for toileting.
		11/20/2017		OT	OT evaluation completed to assess use of sit-stand lift for toileting as
		12/07/2017		ST	Discharge patient from skilled ST with goals met.
107	107	09/07/2017		PT	pt to eval and tx for a recent fall
		09/19/2017		PT	PT to eval and tx for a recent fall, treatment will be 2x/week for 4 weeks with treatment focus on strengthening, high level balance activities.
		09/20/2017		OT	OT to eval for safety/UBE following recent fall.
		09/20/2017		ST	ST to eval and treat due to cognitive and safety impairment following recent fall.
		09/29/2017		ST	ST eval complete. Patient to participate in ST 3xweek times 4 weeks for cognitive ther ex.
		02/12/2018		OT	ot to eval and tx
		02/12/2018		PT	pt to eval and tx
		02/13/2018		ST	ST to evaluate to address recent increase in confusion.
		02/14/2018		ST	ST clarification: Eval complete. Patient to participate in skilled ST for cognitive ther ex 3xweek times 4 weeks.
		02/15/2018		PT	PT Clarification: 3x per week for 4 weeks for ther ex, ther act, neuro re-ed and gait training to resolve BPPV and improve safe mobility in facility
		03/13/2018		PT	PT recertification order: will continue to see pt. 3x/week for 4 weeks for transfers, gait, balance, and LExt strengthening.

Attachment C

		03/15/2018		OT	OT recertification: OT to tx 2x/week for ADL retraining, activity tolerance, and functional balance
		05/11/2018		OT	OT to eval and treat for ADLs, activity tolerance and strengthening.
		05/11/2018		PT	PT to evaluate and treat for strengthening.
		05/14/2018		OT	Eval completed: OT to tx 2x/week for 4 weeks in order to increase functional balance and ADL retraining.
		05/14/2018		PT	PT clarification order: will see pt 2x/week for 4 weeks for transfers, ther ex, gait, balance, and modalities as appropriate to increase pt Indep and safety with functional movement.
		05/21/2018		OT	Ambulation to meals with FWW, staff assist x1 for supervision at this time.
		05/21/2018		ST	ST to eval to address voicing
		Total Orders:		738	
		Total Clients:		107	
		Criteria:			
		Sort: Location	Order	Building: ALL	
		Status: ALL	Order	Station: ALL	
		From Date: 06/01/17		Room: ALL	
		To Date: 05/31/18	Facilit	Lic Type: ALL	
		Run Date: 6/25/2018		12:45:10 PM	