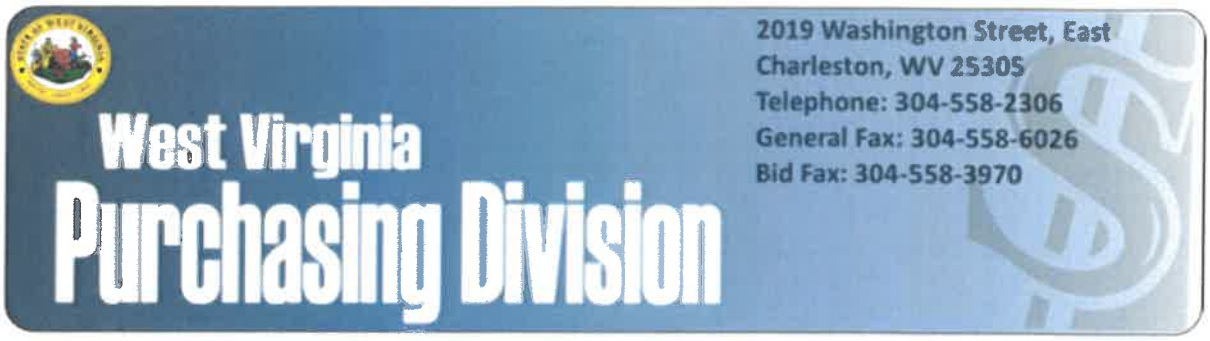
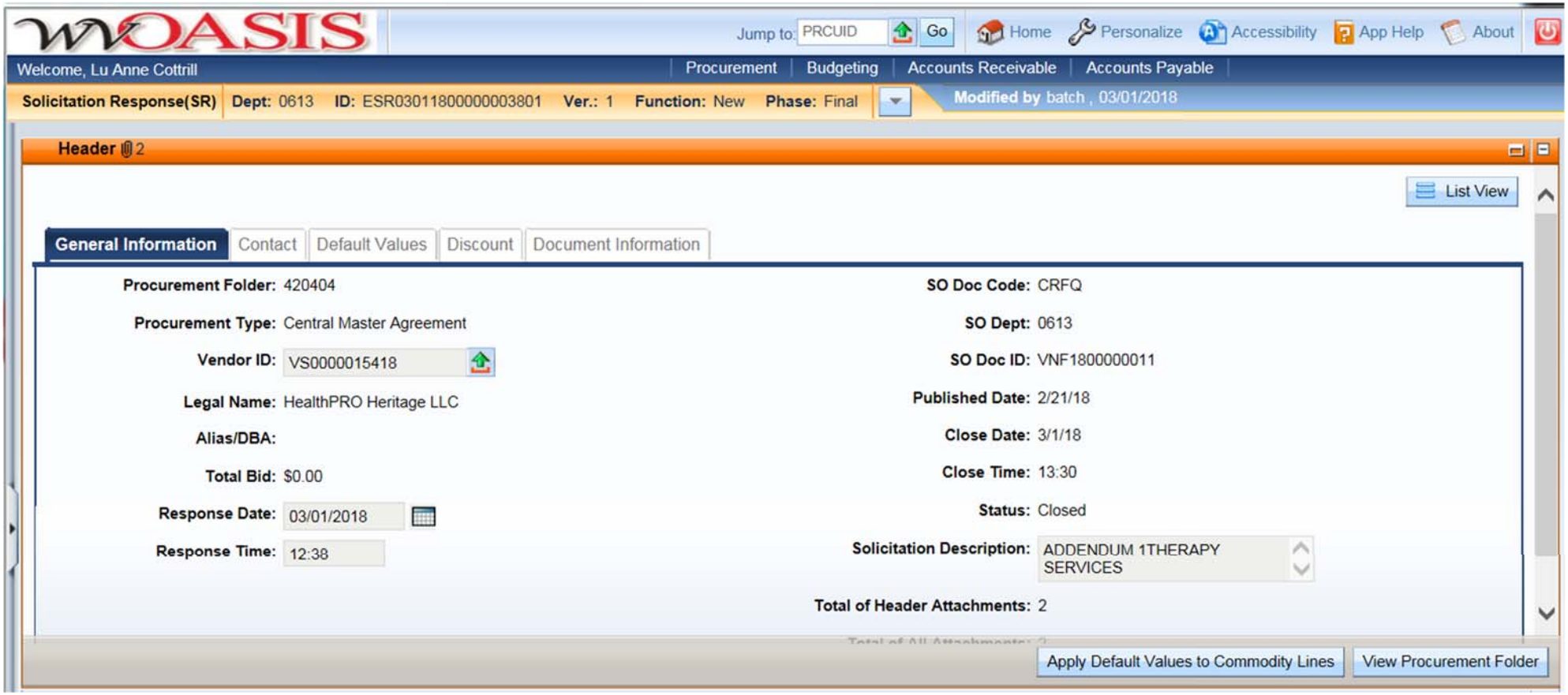


The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at ***wvOASIS.gov***. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at ***WVPurchasing.gov*** with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.


WVOASIS
Jump to: PRCUID Go
Home
Personalize
Accessibility
App Help
About
Welcome, Lu Anne Cottrill
Procurement
Budgeting
Accounts Receivable
Accounts Payable
Solicitation Response(SR) Dept: 0613 ID: ESR03011800000003801 Ver.: 1 Function: New Phase: Final
Modified by batch , 03/01/2018
Header 2
List View
General Information
Contact
Default Values
Discount
Document Information
Procurement Folder: 420404
Procurement Type: Central Master Agreement
Vendor ID: VS0000015418
Legal Name: HealthPRO Heritage LLC
Alias/DBA:
Total Bid: $0.00
Response Date: 03/01/2018
Response Time: 12:38
SO Doc Code: CRFQ
SO Dept: 0613
SO Doc ID: VNF1800000011
Published Date: 2/21/18
Close Date: 3/1/18
Close Time: 13:30
Status: Closed
Solicitation Description: ADDENDUM 1THERAPY SERVICES
Total of Header Attachments: 2
Apply Default Values to Commodity Lines
View Procurement Folder

Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

State of West Virginia
Solicitation Response

Proc Folder : 420404

Solicitation Description : ADDENDUM 1THERAPY SERVICES

Proc Type : Central Master Agreement

Date issued	Solicitation Closes	Solicitation Response	Version
	2018-03-01 13:30:00	SR 0613 ESR03011800000003801	1

VENDOR

VS0000015418

HealthPRO Heritage LLC

Solicitation Number: CRFQ 0613 VNF1800000011

Total Bid : $0.00 **Response Date:** 2018-03-01 **Response Time:** 12:38:07

Comments:

FOR INFORMATION CONTACT THE BUYER

Crystal Rink

(304) 558-2402
crystal.g.rink@wv.gov

Signature on File **FEIN #** **DATE**

All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	THERAPY SERVICES				$0.00

Comm Code	Manufacturer	Specification	Model #
85122101			

Extended Description :

Vendor MUST complete the ATTACHED Pricing Page, Exhibit A. If bidding electronically, vendor is to put $0.00 on the commodity line in WVOasis, complete the Excel pricing page, and upload into WVOasis as an attachment. Only pricing submitted via Exhibit A pricing page will be evaluated for award

HEALTHPRO® HERITAGE

Proposal for
Therapy Services

For

West Virginia Veterans Nursing Facility
Division of Veterans Affairs
1 Freedoms Way
Clarksburg, WV 26301

March 1, 2018

Response to RFP Solicitation No. CRFQ 0613 VNF1800000011
March 1, 2018 13:30 EST

SUBMITTED TO:

BID Clerk
Department of Administration
Purchasing Division
2019 Washington Street East
Charleston, WV. 25305

SUBMITTED BY:

HealthPRO® Heritage Rehabilitation
Sally Helch, COTA, BS
Vice President of Business Development
10600 York Road, Suite 105
Cockeysville, MD 21030
443.827.7337
shelch@healthpro-Heritage.com

HEALTHPRO®
HERITAGE

Statement of Confidentiality

In response to this RFP to provide therapy services to the West Virginia Veterans Nursing Facility (WVVNF), HealthPRO® Heritage has disclosed confidential and competitively sensitive information throughout this proposal. As such, HealthPRO® Heritage requests that WVVNF and its representatives treat this document and its contents accordingly and with respect for the proprietary nature of HealthPRO® Heritage's business intelligence. In particular, financial information, operational details, and pricing are highly sensitive topics that HealthPRO® Heritage considers confidential. We appreciate your cooperation in this matter.

March 1, 2018

Crystal Rink, Bid Clerk
Department of Administration
Purchasing Division
2019 Washington Street, East
Charleston, WV. 25305

HEALTHPRO® HERITAGE

Dear Crystal Rink,

HealthPRO® Heritage is pleased to present this proposal for Physical, Occupational, and Speech Therapy Services for West Virginia Veterans Nursing Facility (WVVNF). We appreciate this opportunity to present you with a package of services and supports, which will further enhance care at your community.

We see specific opportunities to build programs for all those you serve, ranging from value-based services for your short term rehab patients to memory care and other programs to optimize quality of life for the community's long term residents. We look to continue to normalize your short term rehab program performance with regard to service delivery, clinical outcomes and re-hospitalization rates. Additionally, HealthPRO® Heritage proposes to provide professional and programmatic development to ensure clinically appropriate care to your long term resident population. Backed by our rehab-specific IT systems and best-in-class compliance services, our proposed services are expected to yield an increase in revenue while driving down program-related expense.

This document provides you with an overview of HealthPRO® Heritage, robust services we offer to some 600+ communities and 1000 home care agencies in 39 states. We believe we can be an added value and share in your mission to enhance the lives of WVVNF veterans and their spouses by creating a value-based rehab offering that capitalizes on our experience in care redesign and innovation. As you may be aware, HealthPRO® Heritage has much experience in supporting Veterans' communities in MD, FL, OH, and IL, under both the HealthPRO® Heritage and Heritage Healthcare trade names, and is well-prepared to support the special concerns associated with the population you serve. I look forward to answering any questions you may have, and am hopeful for the opportunity to have our teams work together to meet and exceed your operational objectives in caring for our veterans. Thank you for this opportunity to present this proposal.

Sincerely,

Sally Helch COTA/L, BS
Vice President of Business Development

HealthPRO® Heritage LLC
307 International Circle, Suite 100
Hunt Valley, MD 21030
443.827.7337|Cell

TABLE OF CONTENTS

1. Statement of Understanding

HealthPRO® Heritage understands that the WVVNF is seeking a provider to meet and exceed the mandatory requirements of performing physical, occupational and speech therapy services, coordinate all therapy services with attending physician and nursing services, develop and participate in trainings and educational services with nursing and clinical staff.

1.1 Pricing Page

Complete pricing with proposed price total of contracted services is listed in the included Exhibit A Pricing Page, uploaded separately per the RFP requirements.

1.2 Capability, Capacity, and Qualifications of the Offeror

HealthPRO® Heritage is one of the largest, privately held health care consulting companies in the country, serving over 600 community clients and 1000+ home health clients in 39 states. We have 20 years' experience helping providers improve clinical and financial outcomes while assuring program integrity and compliance. Our partnerships include a highly varied portfolio of consultative through full-service engagements, serving the entire care continuum from acute care to out-patient, Independent and Assisted Living, Memory Care, CCRC, short and long term care, and home health. We work with both for-profit and not-for-profit providers, including single site and chain organizations, municipalities and government entities Today, HealthPRO® Heritage's approach to care re-design and cross-continuum program development includes assembling best-in-class providers to achieve CMS' Triple Aim and the objectives of value-based reimbursement, even as we prepare for the proposed changes in post-acute payment methodology.

HealthPRO® Heritage has regional offices in Baltimore, Greenville, Cleveland and Chicago. Relevant references are established in Exhibit A for those who can attest to the capabilities and willingness of HealthPRO® Heritage to meet and exceed WVVFH expectations.

1.2.1 Business Licenses/Certifications/References

Licenses and Business Certifications will be provided according to specifications of RFP upon request. *See Exhibit A for References.*

2. Work Plan RFP 4.1

HealthPRO® Heritage proposes to provide Physical, Occupational, and Speech Therapy Services in order to contribute to the long-term well-being of appropriately identified residents of WVVNF. These services shall be provided and directly billed by HealthPRO® Heritage as stipulated in this **RFP Solicitation No.**

CRFQ 0613 VNF1800000011. In addition, HealthPRO® Heritage will share its knowledge base and expertise with all those involved in the care of WVVNF residents.

2.1 Contract Services

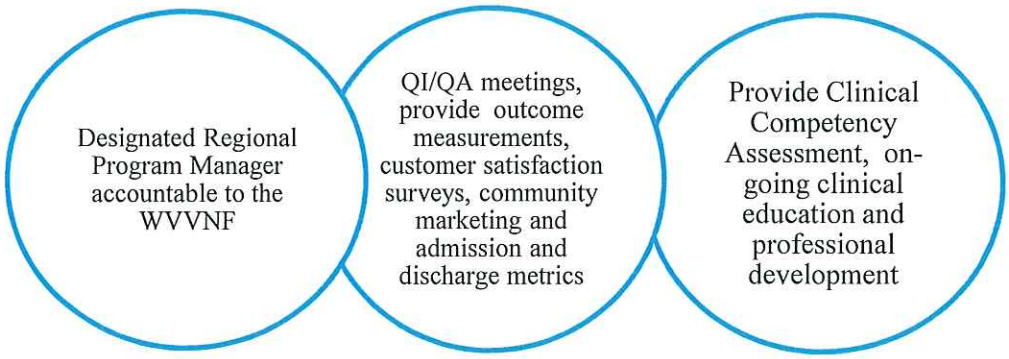
HealthPRO® Heritage proposes to provide a knowledgeable team to accommodate WVVNF with such services as follows:

- Physical Therapy Services rendered by appropriately licensed Physical Therapists and Physical Therapy Assistants providing physical therapy in accordance with all applicable laws and regulations and standards of practice.
- Occupational Therapy Services rendered by appropriately licensed Occupational Therapists and Occupational Therapy Assistants providing occupational therapy in accordance with all applicable laws and regulations and standards of practice.
- Speech Therapy Services rendered by appropriately licensed Speech-Language Pathologists providing speech therapy in accordance with all applicable laws and regulations and standards of practice.

3. Approach/Methodology

HealthPRO® Heritage has a fully-detailed approach to start-up and timetable to be applied to any prospective partnership. This approach will be adjusted as required by the WVVNF to ensure a successful start-up of our program should we be the successful bidder.

A dedicated Rehabilitation Director will be hired with support and input of the leadership team at WVVNF. With the support of HealthPRO® Heritage's Regional Operations Team and contributions from Administration, The Director of Rehabilitation will develop a Work Plan to identify and prioritize program needs and objectives. The Rehabilitation Director and HealthPRO® Heritage Divisional Specialists will work together to develop and implement the programmatic components, including transdisciplinary education, periodic clinical audits and regular clinical and regulatory reviews for quality assurance. The Rehabilitation Director will manage case load and staffing, as well as monitor productivity and efficiency and anything else that falls under their directorship as may be required.

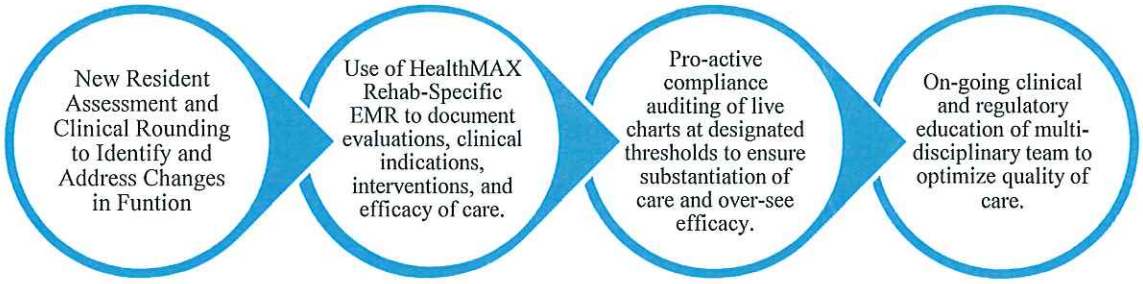


HealthMAX®, HealthPRO® Heritage's semi-proprietary clinical documentation, billing, and Business Intelligence System, will provide the documentation and reporting systems necessary for day-to-day regulatory compliance and clean billing, but also the high level reporting necessary to track progress towards the community's Work Plan on a Month-to-Date, Monthly, and Quarterly basis.

Please see Exhibit B for HealthMAX® technology Differentiators, Interface Capabilities and reporting samples.

*Note: Care Tools are integrated into the clinician's evaluations, supporting cross-continuum and transdisciplinary communication and the MDS reporting system. Over-all performance reports will be customized to the specific needs of WVVNF Work Plan, and monthly and quarterly meetings, as designated in this RFP. HealthPRO® Heritage's Operations Team will continually address progress towards goals, impediments to performance improvement, and strategies to advancement.

3.1 Operations and Compliance Systems of Quality Care



All residents will be assessed upon moving into the DMVA's Eastern Region communities and thereafter as identified by regular communication with members of the nursing team, as well as through weekly rounding. Therapists are expected to know the individual baseline function of each resident and, with the inter-disciplinary team, identify and address changes in functional ability.

Professional care team recieves training in utilization of HealthMAX® rehab-specific documention system. Active cases are audited routinely to assess clinical indications, efficacy of care, and adequate supportive documentation. Mock RAC Audits are conducted by Operations/Compliance for Medical Necessity to ensure that revenue is supported and protected by suitable documentation including nursing notes. Quarterly Therapist-Focused Audits review a live chart for every therapist to gauge documentation efficacy and offer mentoring where needed. Comprehensive review of Medicare B submissions is employed to ensure accuracy and completeness focusing on MMBR and G code auditing for Medical Necessity.

Program performance reporting is generated by HealthMAX's Business Intelligence proprietary module and will be pushed to WVVNF as required, in compliance with the stipulations of the RFP. Our programs are robust and have a demonstrable impact on quality of care, quality of life, and clinical outcomes, and may be custom-designed by our team to address the specific needs of your veterans and their families. Comprehensive programs include diagnostic or impairment-specific clinical education for the interdisciplinary team, clinical care pathways and treatment protocols, and marketing collateral as desired. Jason Miele, OT, is the specific Education and Development professional who will be charged with providing programming to support your communities: he is himself the Company Commander of the 399th Combat Support Hospital based out of Devens, MA, and therefore has intimate knowledge of the concerns of the veteran population.

HealthPRO® Heritage agrees to lease the designated space at each community in which these programs will be rendered, and will direct-bill all applicable insurance through an appropriately licensed service model.

3.2 Re-Development, Implementation, and Supervision of Restorative Nursing Program

HealthPRO® Heritage will assess the current Restorative Nursing Program at the WVVNF, make recommendations, implement programmatic changes, and train the inter-disciplinary team to provide these services on an on-going basis. Once each quarter, members of our clinical team will re-assess the program and make further recommendations and provide training as indicated, on-site.

Restorative and Maintenance Programs are necessary to maintain or improve residents' quality-of life while preventing the further decline of functional status. Programs are indicated when supervision or structure is needed to perform tasks at maximal functional level. Both rehab and nursing can initiate restorative programs. Effective communication between disciplines may identify need for further service by rehab in order to "fine-tune" interventions. Competency training for restorative staff is inherently necessary to ensure carryover of skills. Programming can be individualized to target specific residents' needs or be provided in a group setting in order to promote socialization and efficiency with delivery Caregiver training should be initiated during the rehab treatment process in order to "iron out kinks." It is imperative that rehab-focused education occurs directly with the resident and caregivers during the course of treatment in order to promote carryover of skills through active caregiver demonstration and clinical trouble shooting.

Typical programming includes:

3.2.1 Restorative Programming

- Toileting/bladder retraining (PT/OT)
- Passive/active ROM (PT/OT)
- Bed mobility/walking (PT)
- Splint/brace assistance (PT/OT)
- Dressing/grooming (OT)
- Transfers (PT/OT)
- Eating/swallowing (OT/ST)
- Amputation/prosthesis care (PT)
- Communication (ST)

Maintenance Programs

- Walk-to-dine/wheel-to-dine (PT/OT)
- Morning ADL (OT)
- Toileting (OT)
- Dining (OT/ST)
- Bed/wheelchair positioning (PT/OT)
- Communication (ST)

3.2.2 Development and Implementation of Resident Exercise Programming

HealthPRO® Heritage will provide resident group exercise programs, not less than 3x weekly, at WVVNF. HealthPRO® Heritage's goal of exercise and wellness is to maintain or improve residents' level of function so that they can remain safe and independent. Our programs are attuned to the needs of older adults by providing a slower paced, nurturing approach, which enables seniors to thrive. These programs seamlessly integrate into the rehabilitation programming and completes the continuum of care offered at each campus. Our wellness and fitness programs focus on preventing injury and functional decline, and on maintaining the skills and independent levels that your residents achieved in skilled therapy. Programs will be varied and include cardiovascular, flexibility, and strength training components and shall be accompanied by a performance-tracking process with monthly reporting as stipulated in the RFP.

- **Group Exercise Classes:** May include any or all of the following, and additional as identified/ requested:
    - Seated Exercise Class
    - Basic Strengthening Class

- Balance Class
- Low Impact Aerobics
- COPD Class
- Wellness Through Walking
- Chair Aerobics
- Chair Yoga
- Back Strengthening

- If desired, HealthPRO® Heritage can provide residents with an interest survey which will help to identify needs and interests related to a senior fitness program. The classes and programs will be delineated and residents will have an opportunity to indicate preferences and suggest additional programs.

- HealthPRO® Heritage offers a monthly Educational Series for residents and community participants. With a library of in-services to choose from, topics vary based on the needs of the community, but all focus on conditions that affect older adults. These programs include opportunities to provide information and exchange ideas.

3.2.3 Clinical/Specialty Programing

Long Term Care programming is similarly supported by the work of the Clinical Strategies Division. On-Site and regional training in specialized programs address myriad chronic diagnosis and is supplemented by webinar and other media-rich educational offerings to ensure the clinical team is continuously updated on approaches to slow the effects of aging in place. Routine clinical rounding involving members of the rehab, nursing, and social services teams ensure early identification of changes in function and interventions to reverse loss and sustain quality of life. Long term care rehab census is there-by driven by clinical need vs. the MDS quarterly assessment calendar or other artificial, metric-driven engines.

HealthPRO® Heritage offers a full continuum of programming in order to meet the needs of short term rehabilitation patients and long term care residents. Below is an example of some of our programs, which incorporate educational components to ensure effective adoption:

- Aquatic Therapy
- Ambulation to Dine
- Behavioral Management with Dementia
- Canine Therapy
- Orthopedic and Neuro Rehabilitation
- Community Reintegration
- Cardiac Rehabilitation
- COPD Management
- Dementia Management - Allen Cognitive Approach
- Dementia with GDS
- Diet Modification
- Dysphagia Management
- Feeding Program
- Frazier Water Protocol
- Low Vision Program
- Incontinence Management
- Modalities
- Strength Training
- Therapeutic Gaming: i.e. Wii, It's Never Too Late
- Contracture & Positioning
- Edema Management
- Wound Care
- Fall Prevention & Balance Training
- Pain Management
- Self-Medication
- Vestibular Rehab
- Functional Maintenance

Please see Exhibit C for just a sample of our clinical programs.

3.3 Support Staff

HealthPRO® Heritage offers the tools and resources of our national organization, harnessed by our professional staff working in your community. These tools will be accessed through a dedicated Rehabilitation Director/Program Director and professional staff, with the support of our West Virginia Operations Team. The local, regional, and national team includes:

- **Regional Operations Team**
  - Dana Tingley, Regional Vice President
  - Tessa Rinehart, Regional Manager
- **Compliance Division**
  - Alissa Vertes, Chief Compliance Officer, SLP, CHC
  - Regional Auditing Team
- **Clinical Strategies Division**
  - Hilary Forman, Chief Clinical Strategies Officer
  - Jason Miele, Vice President Clinical Strategies
  - Clinical Innovations Team
- **Recruitment / Staffing**
  - Jim Sinisi, Senior Vice President of Recruitment
  - Regional Recruiting Team
- **Information Technology**
  - Sheila Schanck, Chief Technology Officer
  - Bob McMahon, IT Support Expert

Our Clinical Strategies and Compliance Divisions, supported by members of the Operations Team, ensure that our clinicians are well-educated and understand the principles of value-based service delivery. Frequency and intensity of care are determined by the expert rehab professional as best suits the patient's needs, medical condition and capacity to tolerate care, and ultimate discharge plan. Arbitrary determination of interventions is never based on RUGs targeting, nor are Long Term Care interventions based on the MDS calendar, but rather on real and identified needs as determined by the engaged clinician. *See Exhibit D for examples of compliance education and trainings.*

3.4 Start-Up Plan

In accordance with a strategic plan and performance objectives for WVVHF, our services will include:

- Seven day a week clinical services by rehabilitation team;

- Rehab staff (including HealthPRO® Heritage's Rehabilitation Director) will continue to attend and participate in interdisciplinary team meetings etc. as indicated;
- Implementation of therapy caseload and PPS management systems employing a "Care Management Model" versus the outdated utilization focus;
- Programming management to ensure success in the MMBR and Managed Care environments;
- Strong ongoing compliance programming:
    - Regulatory updates (CMS, OIG, FI, Practice Acts, ICD-10/CPT Codes, etc., etc.) and practice management enhancements as needed to ensure compliance and defensible billing;
    - Extensive documentation reviews and concurrent mock RAC audits;
- Ongoing education for multi-disciplinary team including CEU 360 as well as customized in-service training to meet the needs of therapists and staff; *See Exhibit D.*
- Refinement of existing, or development and implementation of Restorative Nursing as needed to ensure resident success and optimal reimbursement;
- Outpatient Therapy Services are available and may be provided as desired to support non-resident community needs;

See Exhibit E for a complete Roll-Out Guide.

HealthPRO® Heritage's systems are in full compliance with all local, State, and Federal regulations and Veterans' Administration policies and procedures, and our web-based systems are fully encrypted. Our Compliance Division, led by Alissa Vertes, herself certified in Health Care Compliance, is nationally recognized for its expertise, and routinely called on to provide expert witness testimony. Our current and successful support of many skilled nursing homes under Federal Corporate Integrity Agreements (HealthPRO® Heritage was invited to do so in the wake of prior regulatory issues preceding our own involvement) further substantiates our capabilities.

3.5 Staff Compliance

All rehab staff employed to provide services at the WVVNF communities will participate in preliminary and on-going clinical and regulatory education to ensure optimal quality of care. HealthPRO® Heritage delivers continuing education and compliance training for our therapists using an advanced learning management system called CEU360, with proprietary content, including custom media-rich education, compliance and company training program. This includes 20 Mandatory New Hire and Annual Core Competencies, a Continuing Education Library of 650+ hours of material and additional programming stemming from rigorous annual course development. Courses are accredited through the appropriate regulating bodies and content may be presented live or on-demand. Additionally, clinical education for the WVVNF nursing services teams will be provided on appropriate topics on a monthly basis without charge to the communities.

Please see Exhibit F for an example of a Staff Compliance calendar.

Exhibit A: References and Prior Experience

HealthPRO® Heritage and its associated companies, including Heritage Healthcare, have extensive experience since 1997 providing rehab services spanning the care continuum. We are actively engaged in providing services at veterans' communities across the Country, harnessing both direct-bill and fee-for-service models of care. The following communities are identified as being most-representative of our work in veterans' communities and WVVNF is encouraged to reach out to these partners to verify our capacity to meet and exceed resident needs and organizational objectives:

Stonerise Healthcare (WV) (HealthPRO® Heritage) Consulting Services
John Wagner, COO jwagner@stonerisehealthcare.com (304) 343-1950 ext. 2203

Illinois Veterans' Home, Manteno (HealthPRO® Heritage)
Lester Robertson, Jr., Administrator. Lester.robertson@illinois.gov (815) 468-6581 ext. 220

Florida Department of Veterans Affairs – 6 communities. (Heritage Healthcare)
Connie Tolley, Administrator. tolleyc@fdva.state.fl.us (727) 518-3202

Exhibit B: HealthMAX® Technology Differentiators

HealthMAX® is a sophisticated, web-based technology solution that uses clinical documentation and outcomes to drive therapy care management and reporting. Targeted documentation and outcome-oriented enhancements yield a more compliant technology platform that is strategically aligned with client goals. Additionally, a Business Intelligence application extracts aggregate performance data from HM daily and measures it against specific facility budgeted metrics. Using "push technology", HM proactively alerts management and customers of fiscal and clinical trends. This system integrates well with WVVNF's current EMR and billing systems and will facilitate reporting as stipulated in the RFP.

HealthMAX® Enhanced Functionality

- ✓ Integration of outcomes into clinical documentation (no separate module);
- ✓ CareTool, the CMS standardized patient assessment, directly incorporated into outcomes tracking;
- ✓ Diagnostic and program definitions for detailed ACO reporting;
- ✓ Plan of Care and documentation revised to improve clinical content and focus on Medical Necessity;
- ✓ Documentation "lock" forces chronologically accurate clinical documentation;
- ✓ Documentation narrative requirements in notes to ensure compliant co-treatment and concurrent documentation;
- ✓ Compliance Reports for comprehensive internal and external audits either by patient or therapist;
- ✓ Custom Therapist Home Page gives a single-page dashboard view of current caseload indicating when clinical documentation is due;
- ✓ Custom daily Alert Page notifies the Rehab Director of critical compliance exceptions.

Business Intelligence Reporting

- ✓ Aggregate data-driven performance reporting engine informs management and creates ongoing accountability;
- ✓ "Push Technology" – auto-generated, PDA formatted Month to Date and End of Month reports comparing performance to budget to therapy managers and customer leadership team;
- ✓ Enhanced focus on customer metrics including total revenue and ADLs;
- ✓ Ability to extract "deep dive" and custom reporting on operational, clinical and outcome metrics.

Exhibit B: Continued HealthMAX® Reporting Capabilities

HealthMAX® Reporting

- Reporting includes both automated and on-demand systems, real-time, weekly, monthly, and quarterly. Read-only access is available as requested.

- Custom reporting provides for data analysis across an array of parameters which may include referral source, diagnosis subgroup, medical diagnosis, FD scale, EOC destination, etc.

Month to Date Report

Utilization Summary

With 16 days until the end of January, total utilization is 57,460 minutes (3,830 units). This falls short of the MTD target of 79,530 minutes (5,302 units) by 22,070 minutes (1,471 units), or 27.75%. The HealthMAX BI Reporting System is projecting that the month of January will report 118,730 minutes (7,915 units). This is 43,005 minutes (2,867 units), or 26.59%, less than the target of 161,735 minutes (10,782 units).

Med A utilization is 44,080 minutes (2,938 units). This falls short of the MTD Med A target of 68,025 minutes (4,535 units) by 23,945 minutes (1,596 units), or 35.20%. The HealthMAX BI Reporting System is projecting 91,078 Med A minutes (6,071 units). This is 47,257 minutes (3,150 units), or 34.16%, less than the target of 138,335 minutes (9,222 units).

Med B utilization is 5,340 minutes (356 units). This exceeds the MTD Med B target of 4,860 minutes (324 units) by 480 minutes (32 units), or 9.88%. The HealthMAX BI Reporting System is projecting 11,036 Med B minutes (735 units). This is 1,136 minutes (75 units), or 11.47%, more than the target of 9,900 minutes (660 units).

HMO utilization is 3,030 minutes (202 units). This exceeds the MTD HMO target of 2,205 minutes (147 units) by 825 minutes (55 units), or 37.41%. The HealthMAX BI Reporting System is projecting 6,262 HMO minutes (417 units). This is 1,762 minutes (117 units), or 39.16%, more than the target of 4,500 minutes (300 units).

Other utilization is 5,010 minutes (334 units). This exceeds the MTD Other target of 4,425 minutes (295 units) by 585 minutes (39 units), or 13.22%. The HealthMAX BI Reporting System is projecting 10,354 Other minutes (690 units). This is 1,354 minutes (90 units), or 15.04%, more than the target of 9,000 minutes (600 units).

Medicare A Summary

Through January 15, total rehab RUG days is being reported as 541 days, 269 days (33.21%) below the targeted 810 total rehab RUG days. The month of January is projected to end with 1116 days, 555 days (33.21%) below the monthly target of 1671 total rehab RUG days.

	Days	% of Tot.	Proj.
Ultra	224	41.40%	
Very	157	29.02%	
High	52	9.61%	
Medium	97	17.93%	
Low	11	2.03%	

Exhibit B: Continued HealthMAX® Reporting Capabilities

Business Intelligence Reporting

HealthMAX BI Month-To-Date Snapshot Report

Facility: Aldurus Report Date: 1/15/2012

Created By: HealthMAX Business Intelligence System

Admissions Analysis

Rehab Admits	STR Admits	STR %
27	22	81.48%

Therapy Census Analysis

PT	OT	SLP	Program
57	38	24	73

Program Analysis

STR	LTC	Other
43	23	6

Payor Utilization Analysis

Insurance	OT Minutes	PT Minutes	SLP Minutes	Total Minutes	Total Units	Payor Mix
Med A	16,195	24,765	3,120	44,080	2,939	76.7%
Med B	1,545	3,210	585	5,340	356	9.3%
HMO	1,085	1,655	290	3,030	202	5.3%
Other	780	3,060	1,170	5,010	334	8.7%
Total	19,605	32,690	5,165	57,460	3,831	100.0%

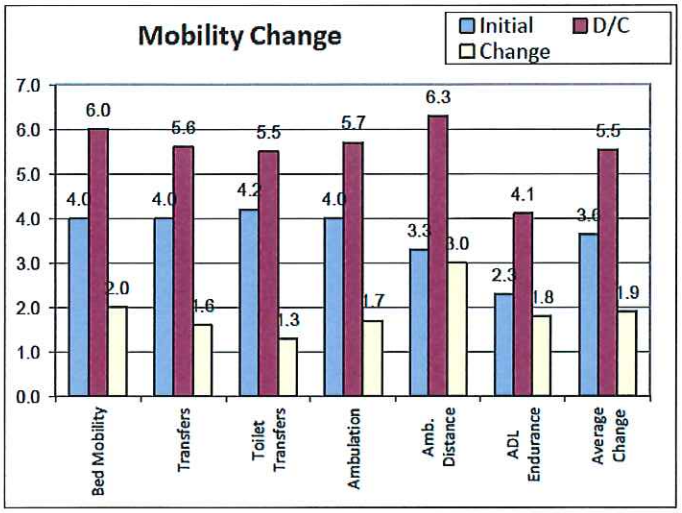
General Outcomes

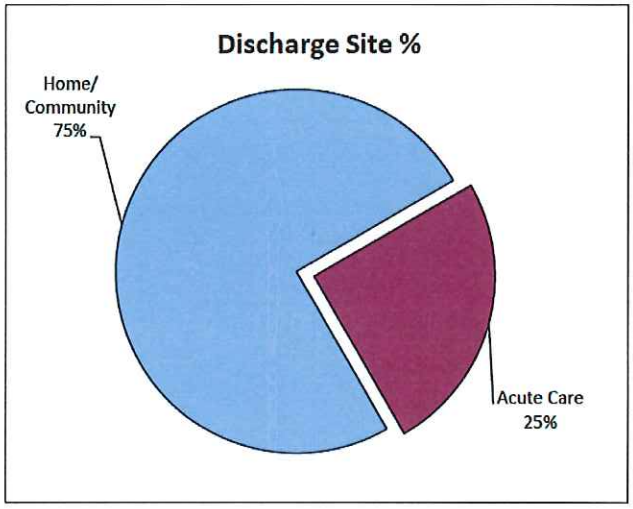
Row Labels	Therapy Discharges	Patient Cnt	Avg Age	Avg Days Post Onset	Avg Admit Score	Avg DC Score	Avg Gain	Avg LOS	Avg Pre Morbid	Avg Goal	Avg Interim	# Met Goal	# Back to Pre-Morbid	Avg Gain Per Unit	Avg Gain Per Day
Outcomes															
HealthPro (3)	126.00	85	81	21	2.94	4.15	1.29	18.67	5.22	3.43	0.59	629	1131	0.63	1.50
[redacted]	126.00	85	81	21	2.94	4.15	1.29	18.67	5.22	3.43	0.59	629	1131	0.63	1.50
	126.00	85	81	21	2.94	4.15	1.29	18.67	5.22	3.43	0.59	629	1131	0.63	1.50
	126.00	85	81	21	2.94	4.15	1.29	18.67	5.22	3.43	0.59	629	1131	0.63	1.50
Grand Total	126.00	85	81	21	2.94	4.15	1.29	18.67	5.22	3.43	0.59	629	1131	0.63	1.50

Specific Deficits

Lower Body Dressing	2	2	79	45	2.19	3.70	1.51	18.41	5.12	4.81	0.58	13	16	0.82	2.04
Lying to Sitting on Side of Bed	3	2	81	10	3.17	4.60	1.43	20.83	5.40	3.30	0.77	14	19	0.53	1.36
Oral Hygiene	2	2	79	45	3.61	4.60	0.98	18.41	5.37	5.07	0.67	20	21	0.53	1.33
Pick Up Object	3	2	81	10	0.55	1.38	0.83	20.83	3.53	1.32	0.19	6	23	0.31	0.79
Rolling Left and Right	3	2	81	10	3.15	4.34	1.19	20.83	5.40	2.21	0.75	10	18	0.44	1.12
Shower/Bathe Self	2	2	79	45	1.58	3.05	1.47	18.41	4.70	4.30	0.46	7	14	0.80	1.99
Sit to Lying	3	2	81	10	3.13	4.57	1.43	20.83	5.43	3.32	0.70	13	20	0.53	1.36
Sit to Stand	3	2	81	10	2.79	4.55	1.75	20.83	5.34	5.17	0.77	24	17	0.65	1.66
Toilet Hygiene	2	2	79	45	2.46	3.82	1.37	18.41	4.98	4.63	0.53	14	16	0.74	1.85
Toilet Transfer	3	2	81	10	2.25	3.60	1.36	20.83	5.06	3.06	0.68	11	18	0.50	1.29
Upper Body Dressing	2	2	79	45	3.14	4.39	1.25	18.41	5.26	5.05	0.63	21	21	0.67	1.69

Exhibit B: Continued HealthMAX® Reporting Capabilities





Facility Outcomes over Time

HealthPRO REHABILITATION

Trend report analyzing data from 9/1/2014 -8/31/2015

STR Outcome Analysis

Metric	Total	Avg	Current	Target	Best Data	Best Date	Worst Data	Worst Date
Total Discharges	1,701	141	104	100	164	10/31/2014	104	8/31/2015
Home Discharges	1,181	98	61	80	122	10/31/2014	61	8/31/2015
Acute Discharges	383	31	28	10	19	2/28/2015	47	1/31/2015
Expired	0	0	0	0	0	8/31/2015	0	8/31/2015
Other Discharges	61	5	5	10	3	2/28/2015	10	4/30/2015
Home/Comm. %	69.4%	69.43%	58.65%	80.0%	79.17%	2/28/2015	58.65%	8/31/2015
Acute %	22.5%	22.52%	26.92%	10.0%	15.83%	2/28/2015	30.92%	1/31/2015
Expired %	0.0%	0.00%	0.00%	0.0%	0.00%	8/31/2015	0.00%	8/31/2015
Other %	3.6%	3.59%	4.81%	10.0%	1.97%	1/31/2015	6.94%	4/30/2015
Avg. Facility Days	22	21.90	18.20	21	40.40	6/30/2015	16.70	10/31/2014
Avg. Therapy Days	15	14.70	17.10	15	17.40	5/31/2015	13.00	10/31/2014
Therapy Day %	67.1%	67.12%	93.96%	85.7%	94.11%	8/31/2015	38.52%	6/30/2015
Avg Min/Tx Day	94	93.73	83.00	110	109.00	10/31/2014	82.00	5/31/2015
Mobility Change	1.9	1.93	1.73	1.5	2.13	4/30/2015	1.73	8/31/2015
ADL Change	1.9	1.91	1.86	1.5	2.31	10/31/2014	1.41	2/28/2015
Home Change	2.7	2.70	2.47	2.0	3.31	10/31/2014	2.09	5/31/2015

- Consolidated metrics across user-specified time period
- Can be run for multiple facilities in a region/group
- Groups can show consolidated or separate reports

Functional Outcomes

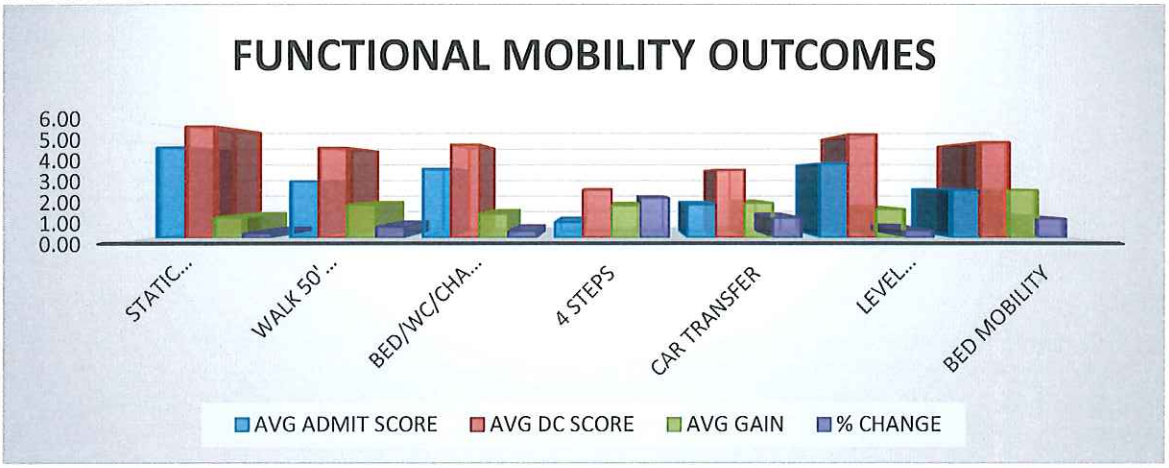
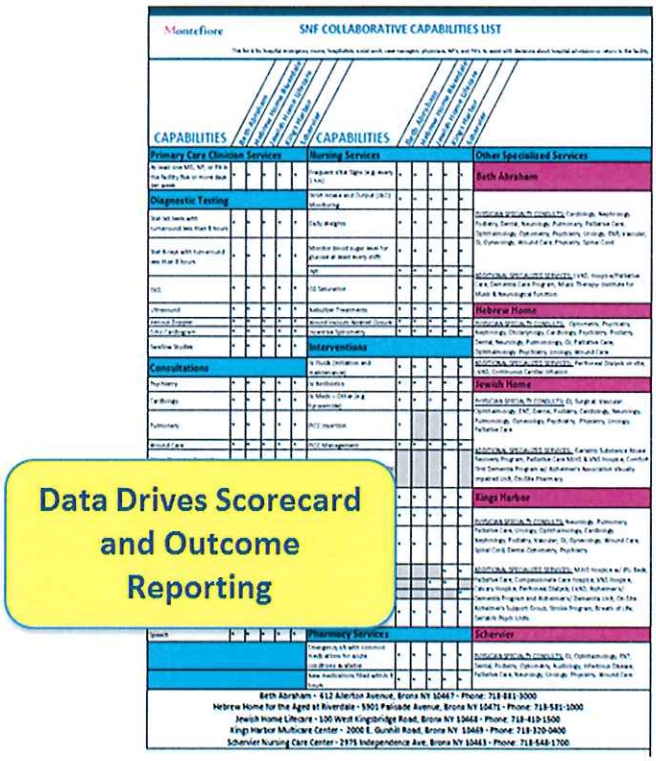


Exhibit B: Continued HealthMAX® Reporting Capabilities

ScoreCard Reporting



Interfaces Capabilities

casamba

Interoperability Matrix *Updated January 2017*

This form provides interoperability information for Casamba integration components and configurations that have been validated by Casamba, Casamba's partners, or both. Use this form as a reference for supported Interfaces.

Vendor	Product	ADT	MDS	Planner	Notes	Charges	DOCS	EXP
American Healthtech	AHT	P ^			P ^	P ^	W	P
American Data	ECS	P#	P#		P#			P
AOD		P#	P ^				P **	P
BlueStep	VorroHealth	P#			P **	P#	P **	
Blue Strata		D#	W#					
Cerner	CareTracker	P#	P#					
CPSI		P *			P *	P *	P**	
CueShift		P#				P#		P
HCS								
HealthMedX	Vision	P#	P#		P **		P **	P
DART Chart				W#		P ##		
LG		P ##	P ##		P **			
MDI Achieve	Matrix	P ^	P ##		O	D ##	O	P
MediTech		P ^				P ^		
NTT Data	Keane/ Net Solutions	P#						P
Optimus		D#	D#		D#			P
Point Click Care	PCC	P#	P#	P#	P#		P#	P
Sigmacare		P#		P#	P#		P#	P
SOS	HealthCare+	P#	P#					P
Momentum		D#	D#					
ADL Data		P#						
6n		P#						P
PNP		P ^^						

Acronym	Definition
ADT	Admission, DC or Transfer Information May also include Diagnoses and Payor Information
MDS	Section O information either as raw data or calculated Section O
Planner	Future Planned information including Individual, Concurrent and Group for each discipline
Docs	Plan of Care, Updated Plan of Care, Weekly Progress Reports, Discharge Summary, Service Log, Weekly Notes
Notes	Daily Encounter Notes
Charges	Daily Charges
Export	End of month billing files
P	In Production
D	In Development
W	Waiting for specs from Vendor
O	Specs Received - On road map
^	SFTP Comma delimited CSV
^^	SFTP HL7
**	SFTP PDF+XML
#	Webservice HL7
##	Webservice XML

Exhibit C: Clinical/Specialty Programming Example, Memory Care

HEALTHPRO HERITAGE

Ageless Abilities Dementia Program

The goal of therapy's involvement in a dementia program is to maximize functional performance in order to maintain the resident's quality of life at the highest level. Our *Ageless Abilities* Dementia Program focuses on treatment plans related to cognitive abilities of persons with dementia (PWD) and encompasses advocacy for improving quality of life.

Our approach is armed with strategies and recommendations that celebrate an individual's strengths and continued engagement within their environment – which makes a significant difference in the individual's quality of life, and doesn't lose sight of their uniqueness.

Key Elements
- Clinical strategies
- Therapist training/education
- Other facility staff training/ education
- Health literacy for residents and their families

***Ageless Abilities*:**
- Uses evidence-based clinical strategies to identify the person's best ability to function and allow for continued involvement in purposeful activities;
- Supports the caregiving team's efforts and proactively address concerns;
- Advocates for each resident through the ongoing refinement of individualized care planning;
- Maximizes a resident's daily performance and lessen the risk for excessive disability; and
- Utilizes dynamic and collaborative interactions to improve caregiver education, family training, and environmental safety.

Some therapy specific strategies include:
- Working collectively with family and caregivers to identify previous interests, values, and roles of the PWD to effectively engage the individual in daily activities;
- Recognizing how to utilize established routines/interests to tap into long-term, procedural memory to allow for successful engagement in desired tasks;
- Identifying internal/external factors that contribute to perceived behaviors which place them at increased risk for excessive disability (agitation, withdrawn behavior, restlessness, and wandering);
- Ascertaining how perceived/responsive behaviors prevent consistent and successful engagement in desired tasks, the environment and/or others;
- Using the stages of dementia to anticipate resident needs, in order to match demands to skill level;
- Identify and implement individualized activity-based Functional Maintenance Programs (FMP) in order to maximize the resident's success after discharge from therapy services.

Therapy is active in utilizing the **"DICE" APPROACH** when collaborating with the Interdisciplinary team.

D – ***Describe*** **the identified perceived/responsive behavior.**
I – ***Investigate*** **possible causes for the perceived/responsive behavior.**
C – ***Create*****, through evaluation, collaboration & active treatment, strategies to be integrated into care plan.**
E – ***Evaluate*** **the success of the strategies & need for modifications.**

Exhibit C Continued: Clinical/Specialty Programming Example

Like all of HealthPRO® Heritage's clinical services, the foundations for our professionals' interventions in Aquatic Therapy follow evidence-based practice guidelines and include written policies and procedures, webinar, video, and in-person training, structured implementation planning, and program re-assessment and refinement as needed. Members of the Clinical Strategies Division, Operations Team, IT Division, and Compliance Division contribute to each step in the process of program design, development, implementation, and performance assessment and program revision. Following are excerpts from written, webinar, and marketing slicks produced for a current Aquatics programs:

Aquatic Therapy: Objectives

- Associate will be able to identify candidates appropriate for aquatic therapy.
- Associate will be able to identify several factors that must be considered in the development of a plan of care for aquatic therapy.
- Associate will be able to understand the basic properties of water and how to utilize these them in order to support the use of Aquatics as a treatment intervention.

Benefits of Aquatic Therapy:

- Decreased joint compression & decreased gravitational force.
- Reduced muscular guarding.
- Increased proprioception.
- Provides a more gradual transition from non-weight bearing to full weight bearing.
- Increased circulation, strength, endurance, flexibility, range of motion, balance, and coordination.
- Decreases tone.

Specific Pool/Aquatic Environment Considerations

- Accessibility for population served. This includes entrance to pool and in and around pool. Use of lifts, ladders and hoists. Accessibility of locker rooms/changing area, and seating for those in need.
- Pool maintenance with documentation/logs. This includes daily temperature checks, filtration, disinfection, pH system monitoring.*
- Appropriate depth markers.*
- Emergency systems, safety equipment and emergency plan.*
- Pool cleaning schedule.*
- Ventilation/humidity.
- Review of current license and inspection certificates.*
- Insurance/liability coverage.*
- Dedicated phone line and lighting in pool area.
- Use of nonskid-nonabrasive stairs and ramps. Contrasting stairs and all edges for safety.
- Use of aquatic wheelchairs.
- Temperature of water: 92-96 degrees desired for patients who are less active and sensitive to cold water with slow swimming, i.e., patients with arthritis, chronic pain, or neurological issues with severe impairments. 82-92 degrees desired for patients who are moderately active with moderate speed of swimming. 84-89 degrees desired for patients who are more active or athletic with aggressive swimming or those who don't tolerate warm water, i.e., orthopedic injuries or patients with multiple sclerosis**
- Liability and safety challenges. Refer to Section B.
- General policy and procedures, i.e., infection control, showering prior to session, pool closure, emergencies, etc..
- Orientation of new patients and therapists to aquatic environment. Refer to Section B.
-

Exhibit C Continued: Clinical/Specialty Programming Example

Healthy Living Community Presentation Schedule

Discovery Series™ 2017 Program Calendar

The Discovery Series™ monthly educational programs have been developed to facilitate Residents staying healthier, more active, and confident in their ability to enjoy life. These programs will be offered monthly in a variety of formats as outlined below and will incorporate the six dimensions of wellness – physical, social, spiritual, emotional, vocational, and intellectual.

Month	Program	Description
January	Vow to Wow in 2017!	Short Lecture: Interactive discussion on the benefits of engaging in health and wellness, turning everyday activities into purposeful movement, and tips for aging well from a 101yr old Champion Sprinter.
February	Open House	Short Lecture on therapy services in the acute care (hospital), skilled nursing, outpatient, and home health settings. How are the services different, how are they paid for, and how are these services initiated? Meet your therapy team and learn more about their areas of expertise.
March	Core Control For Better Strength	Short Lecture with Active Demonstration: Interactive discussion on the benefits of improving core strength and impact on balance and posture followed by active demonstration of simple exercise session which highlights simple core exercises that can be done at home.
April	"Eating for a Sharper Mind"	Lecture with Clinic: Short interactive discussion highlighting common memory boosting foods which help to maximize brain function followed by an interactive session of making simple Brain Boosting Snacks.
May	Walking Program	Short Lecture with Active Demonstration: Interactive discussion on the key components of a walking program followed by a 15 minute group walk.
June	Safe Driving	Lecture with Clinic: As we age, it's normal for our driving abilities to change. By reducing risk factors and incorporating safe driving practices, many of us can continue driving safely long into our senior years. Short lecture on the factors which impact driving, followed by a clinic to test scanning ability and reaction time.
July	"Meditate For the Health of It!" with Seated Yoga	Lecture with Clinic: Short interactive discussion on the benefits of meditation and types of meditation available followed by a simple meditation session of seated yoga that can be replicated at home.
August	"Fit, Flexible, and Fabulous!"	Clinic: Clinic to test overall flexibility and coordination allowing for comparisons to norms.
September	"Learning on the Move: Movement/Brain Connection"	Lecture with Active Demonstration: Interactive discussion highlighting how movement and exercise enhances memory and brain function followed by a short active demonstration of simple moves that you can do at home to enhance brain function.
October	"Defying Gravity: What's your balance like?"	Clinic: Multi-station falls and balance screening to determine your overall fall risk potential.
November	Laughter is the Best Medicine!	Research into the use of therapeutic humor tells us it has the power to motivate, alleviate stress and pain, and improve one's sense of well-being. Short lecture on the benefits of humor followed by a sharing of common humorous stories, jokes and the like.
December	Staying Connected During the Holidays	Flyer: There won't be a program this month, but a flyer will be placed in your mailbox or posted within the community.

Exhibit C Continued: Clinical Pathways Sample Materials for Congestive Heart Failure

Interventions, Assessment and Discharge Planning
Nursing – daily and document in MAR

- Assess Vital signs, cardiac auscultation, and Pulse Ox daily on 7-3 and 3-11 shifts and PRN on 11-7 shift.
- Weight – same timeframe and scale
- Notify Physician of Changes in Condition –
    - 3 lb weight gain in 1 day, 5 lbs in 5 days notify physician
    - Please reference INTERACT Tools located in Clinical Pathways Binder, including but not limited to, Stop and Watch Early Warning Tool and SBAR Communication Form.
- Complete MDI & nebulizer treatments as ordered
- Assess daily on 7-3 and 3-11 shifts, and PRN on 11-7 shift:
    - Breathing: coughing, wheezing, increased SOB, lung sounds, edema
- Encourage an upright position with increased mobility in between rehab sessions
- Encourage rest as needed between activities
- Position head of bed elevated to maximize chest physiotherapy as appropriate
- Provide Patient Education with Teach Back daily on 7-3 and 3-11 shift, and PRN on 11-7 shift:
    - RED, YELLOW, GREEN - heart failure zones tool
    - Review pages 8 & 9 in CHF booklet entitled "Living Well With Heart Failure."
    - Review all medications - including dosage and schedule – schedule caregiver training as indicated

Rehab PT/OT/ST – document in EHR – Vital signs with all activity and rest

- OT – ADLs, IADLs, Functional Medication Management
- PT – Therex with NMES as indicated for strengthening, stair climbing, gait training, and functional transfers
    - Aerobic exercise
    - Phase 3 (non-monitored) cardiac rehab - 65% of max heart rate – moderate intensity
        - 220 – age = max heart rate
- Scale for self-weight monitoring – balance, step up, vision
- ST as indicated for swallowing and/or cognition communication
- Home exercises with illustrated handout
- Carryover Respiratory Therapy/MD prescribed incentive spirometry, PEP devices, deep breathing and encourage coughing
- Home assessment and DME and AE recommendations
- Participation in OT discharge planning group

Exhibit C Continued: Clinical Pathway Example Materials

Safe Transitions Excerpt

2. **Prior Level of Functional Abilities Questionnaire**
   Completed by the resident and/or family to gain more detailed understanding of the resident's abilities prior to admission. Helps to formulate realistic goals and plans for structuring the involvement in the Safe Transition Program

3. **My Prior Medication List**
   Completed by resident and/or family in conjunction with nursing staff in order to help reconcile previous medication regime with most current regime. Helps to initiate and define the focus of medication management assessment and treatment

4. **Interdisciplinary Goal Setting and Weekly Plan Summary**
   A form that can be utilized to help structure first resident/family conference in order to establish goals, set realistic plans and to develop on-going follow-up.

5. **Interdisciplinary Functional Status Update**
   A form that allows for 5 weeks of resident status to be viewed, and provides for easy tracking of status, issues and discharge planning needs by the interdisciplinary team.

6. **ADL Transitional Suite Process and Pathway**
   This includes the policy and process for implementing a transitional suite program, which allows for the resident, under the direct supervision of the interdisciplinary team to practice the needed skills required of them post discharge.

   The process includes a pathway which a systematically highlights the I-ADL tasks commonly associated with a successful transition. It also includes forms to ensure safety of the resident while participating in this program which include informed consent and Self-Administration of Medication

7. **Resident Discharge Packet**
   This interdisciplinary tool allows for a summary of the care provided, education provided, recommendations and/or resources that support the skills developed. This packet can also be provided as a tool which allows the resident to be provided with a clearing house of reference materials which can easily be accessed after discharge. This packet also allows staff to select the individualized resources to be added to the packet which may include Health Literacy Resources and Medication Resources.

Exhibit D: Compliance and Educational Support, Weekly Newsletter

HEALTHPRO HERITAGE

Wednesday Wire

August 23rd 2017

BALTIMORE AREA

If you have student placement questions in regards to accepting students at your facility and clearing them through HR, please contact studentplacement@heritage-healthcare.com

Health Care Reform Buzzwords

Health Literacy- the degree to which individuals have the capacity to obtain, process, and understand basic health information and services needed to make appropriate health decisions. We utilize health literacy within our Safe Transitions program to teach the patient about their condition and what to do if a problem arises assisting aging in place for as long as they can.

Teach-Back- a simple mechanism by which a patient's understanding of a concept or topic may be assessed. Teach-back begins by asking the patient to explain his or her understanding of the issue at hand. Once you have asked the open-ended question, attempting to assess the patient's understanding, give the patient time to explain his or her thoughts. This method helps you to identify areas of clarity, confusion or misunderstanding. You may then focus your educational efforts on any patient.

Health Care Reform

CMS Update: Mandatory Bundled Payments

Recent news that CMS may be planning to walk back plans for bundled payment models for cardiac and orthopedic care came on Thursday (August 17) amidst mixed responses from the healthcare community.

A proposed rule titled, "Cancellation of Advancing Care Coordination through Episode Payment and Cardiac Rehabilitation Incentive Payment Models; Changes to Comprehensive Care for Joint Replacement Payment Model," is now officially under review. While this rule proposes a cancellation of these models altogether, many thought-leaders suspect CMS will instead make participation in these payment models voluntary (rather than mandatory, as previously defined).

The models, originally slated to begin in July, have been delayed multiple times over the past year and have inspired skeptics and supporters alike to speak out. Many healthcare experts believe mandatory bundles create complicated hurdles for many cardiac and orthopedic specialty practices, while others uphold the value of the bundled payment models as ways to significantly improve quality of care at lower costs.

CMS has announced the initiation of a **Targeted Probe and Educate Medical Review Strategy** (TPE) to begin in all jurisdictions later in 2017. The purpose is to review clinical documentation based on multiple factors including data analysis and billing patterns in order to prevent improper payments. CMS states that claim selection for review will be based on services that pose the greatest financial risk to the Medicare trust fund. This review varies from prior probes in that, instead of reviewing all providers for a specific service, as occurred in the past, this probe will be provider specific and include all services for that provider. The probe will begin by a request for between 20-40 charts to review. Based on the outcome of this initial review, the provider will either be discontinued from the probe for 12 months if compliance is satisfactory, or a second round of 20-40 charts will be requested. This will be ongoing until compliance is met or for those providers with continued high error rates, a referral is made to CMS for additional action that may include a 100% pre-pay review, extrapolation, referral to a Recovery Audit Contractor (RAC) or other action.

HealthMAX

With the update this month, HealthMAX will prevent the user from checking the 'Lock ARD Report' box and saving if the RUG level is not consistent with the data calculated by HealthMAX except in the cases where the NR category is selected. This feature will assist with minimizing potential errors of 'locking' an ARD with a rehab RUG category that does not match the RUG category qualifications per the days and minutes billed. If the selected RUG is not a NR and does not match the calculated RUG category, then the planner will display a pop up message stating that the "Lock ARD Report cannot be selected because the selected RUG does not match the calculated RUG".

In addition, HealthMAX will also prevent the user from checking the 'Lock ARD Report' box and saving if the COT OMRA is:

- Set on a day other than the 7-day COT review period
- Set on a day that the COT OMRA is not required because the intensity of therapy services has not changed.

If a COT OMRA is set as above, then a pop up message displays: "Lock ARD Report cannot be selected because the COT entry is not on day 7 of the COT review period" or "Lock ARD Report cannot be selected because the COT is not required when the intensity of therapy services has not changed".

RESOURCE ALERT!

Attention Home Health Therapists! We have a new email address that internal therapists can send any of their OASIS (Outcome and Assessment Information set) related questions to where a RN and PT, both certified OASIS Specialists, can answer in a timely manner. This is a great place for clarification on filling out items such as the OASIS Start of Care, OBQIs, Resumptions, Transfers, Recert OASIS and the End of Care OASIS. Please email your questions to oasisassist@healthpro-rehab.com!

Exhibit D Continued: Compliance and Educational Support, Weekly Newsletter

HEALTHPRO HERITAGE

Wednesday Wire

August 23rd 2017

Professional Development- Make Changes to Stay Ahead of Changes

The old adage is true: The only thing constant about healthcare is that it is always changing! That's why it's important to continually educate yourself on the latest regulatory guidelines and stay abreast of updates. To do so, utilize the FREE resources in your HealthPRO® / Heritage University. Consider taking one of the following courses:

Documenting Medical Necessity: A Comprehensive Guide for Rehabilitation Professionals -This 6-hour CE course provides therapists with the tools necessary to master the challenges of ever-changing regulations while continuing to meet company policy and procedure requirements.

Skilled vs Maintenance Therapy- Jimmo vs Sebelius Speed Training This speed training discusses the Jimmo vs Sebelius (Burwell) Settlement, how this settlement impacted regulations, and what you need to document to support coverage of your services.

Building Therapy Caseloads in Long Term Care: A Guide for Rehab Professionals This 6-hour CE course is intended to equip rehabilitation professionals with the necessary tools to overcome the challenges of current and future regulations while continuing to maintaining the level of productivity required by their facility.

Denials- Regulatory

What is an NCD/LCD? The NCD (National Coverage Determination) is a nationwide determination of whether Medicare will pay for an item or service. Each Medicare contactor has the discretion to establish which services are reasonable and necessary and therefore covered as a benefit. These coverage policies are called LCDs (Local Coverage Determinations). LCDs provide guidance that assists providers in delivering services and provide important information about which services are covered, how to properly bill for services, documentation requirements, utilization guidelines and ICD-10 codes that support medical necessity. In instances where an LCD is not available, the NCD becomes the default guidelines for services and should be consulted for guidelines regarding services and coverage. It is your responsibility to know and understand your LCD guidelines. Relying on others without actively reviewing your LCD independently is a dangerous practice and can result in improper billing and delivery of service. If you don't know how to access your LCD ask your RD or RVP TODAY!

Wellness

HealthyFIT is a non-skilled, private pay wellness program provided to residents within the senior living continuum. The billing, documentation and supervision requirements differ from skilled therapy services in the following ways:

- HealthMAX has to be set up by the billing department to accommodate billing for HealthyFIT services.
- Frequency and duration for HealthyFIT is determined by the resident/POA
- Therapist develop the HealthyFIT plan – Assistants or non-licensed personnel can execute the plan. There are no supervision requirements for this non-skilled service.
- HealthyFIT does not require a POC
- HealthyFIT notes should only provide date/time in session and details regarding follow thru with HealthyFIT plan, i.e. amount of weight, number of reps, etc. It should not include documentation of skilled therapy services. Notes do not have to be co-signed.
- HealthyFIT has specific HCPC codes for billing: 99995 "Initial Wellness Visit" and 99996 "Wellness Visit"

Hunt for the Good Stuff

A great idea is not always novel, sometimes it is borrowed from different situations and cultivated to be successful in a fresh environment or with new people. This is exactly what Robyn Lynn, RVP in the Southern Region did with the idea of conducting a collaborative documentation review call along with a QAC team member 1-2 times a month with her RD's via GoToMeeting. The foundation was taken from review audits that Robyn moderates for other chain facilities. The RD's on the semi-monthly call review the documentation in an open forum-style allowing everyone to be the auditor. This has also created a space for RD's to bounce off questions about documentation ranging from ICD-10 coding to appropriate standardized tests to each other, Robyn and the QAC team member while on the call. Over the course of the last couple month's measurable change has been seen in this RVP's region with increased TFA and MMBR scores, more active involvement in the auditing and training process and increased inquiries about documentation from many of the RD's outside of the calls. They have given a lot of beneficial insight into the areas of support that are most needed for the region, and even for a single site. This has been one great, borrowed idea!

Thank you to our contributors!
Alissa Vertes
Michele Saunders
Sara O'Brien
Kristy Yoskey
Jami Cooley
Amanda Quigley
Nicole Clark
Christy Davis

Exhibit D Continued: Compliance and Educational Support, Weekly Newsletter

HEALTHPRO® HERITAGE

Advisor Newsletter

IN THIS ISSUE:

CMS Update: Bundled Payments Cancelled? • Quality Measures Revealed: Where Do "QMs" Come From? • RCS-1 Myth Busters! • Are You Up On Your QBR?

CMS Update: CMS Proposes Cancellation of Bundled Payments

Recent news that CMS may be planning to walk back plans for bundled payment models for cardiac and orthopedic care came on August 17, 2017, amidst mixed responses from the healthcare community.

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The models, originally slated to begin in July 2017, have been delayed multiple times over the past year and have inspired skeptics and supporters alike to speak out. Many healthcare experts believe mandatory bundles would create complicated hurdles for many cardiac and orthopedic specialty practices, while others uphold the value of the bundled payment models as ways to significantly improve quality of care at lower costs.

Stay tuned for more details related to CMS' 180 degree tap-and-turn decision, or visit the CMS website to read more.

Quality Measures Revealed: Where Do "QMs" Come From?

Access to quality health care for Medicare recipients has been a high priority for Department of Health and Human Services (HHS) and Centers for Medicare & Medicaid Services (CMS) since 2001. In fact, the government empowers consumers by publicly reporting out on Quality Measures (QMs) for skilled nursing facilities (SNFs) and home health agencies (HHAs) to facilitate those Medicare beneficiaries in

making important healthcare-related choices. (Information about SNFs and HHAs QMs can be found at www.medicare.gov.)

Importantly, QMs are also used by members of the care continuum to evaluate the relative performance of those SNFs and HHAs within their own network. Poor QMs could gravely affect the status with referral sources who want to only align themselves with high performing providers. Alternatively, those SNFs and HHAs with above-average QMs should leverage their positive performance measures to differentiate themselves in a competitive marketplace.

Nursing Home Quality Measures
QMs are based on information from (1) MDS assessments and (2) Medicare claims and are used to quantify the quality of care provided within nursing homes.

Two categories exist, based on the cumulative days within the facility: Short-Stay (less than or equal to 100 days) and Long-Stay (101+ days).

24 measures exist, and are recalculated and updated quarterly. Important to note: these QMs (nine in the Short-Stay category and 15 in the Long-Stay category) impact the facility's QMs and overall 5 Star Rating.

QMs is a simple ratio (expressed as a percentage) that captures a facility's performance relative to each indicator at a given point in time:

$$\frac{\text{Number that triggered QM}}{\text{Number that could trigger QM}} = \text{\% of residents w/QM condition}$$

Each QM calculation is based on whether the MDS does/does not indicate a resident has the QM condition.

- A facility's score increases when residents' MDS responses indicate resident has the QM condition;
- Lower scores indicate less occurrences of the QM condition, reflective of better care (except for vaccinations). Higher scores indicate possible problems.
- For vaccination QMs, higher scores reflect better care (i.e.: a higher proportion of residents in receipt of a vaccine.)

Each QM has certain criteria that must be met during the "target period," or time that defines the QM reporting period. For example, in order to classify as a "Fall with Major Injury," the fall must include a bone fracture, joint dislocation, closed head injury with altered consciousness, or subdermal hematoma.

Home Health Quality Measures
HHAs are assigned QMs to indicate whether patients demonstrated improvement while in their care. Each QM is derived from OASIS assessment data for process and outcome of care, and in most categories, a HIGHER percentage is better. Please note two exceptions where LOWER percentages are considered better: rehospitalization rates and emergency care.

An OASIS assessment is completed upon initiation and discharge of home health services. Outcome measures are determined by whether a patient improves. For process measures, the OASIS assessment items related to this measure are either met or not met. Process and outcome measures are reported for each individual agency and also compared to state and national averages.

Current publicly reported process and outcome measures where high % is better:

- Improvement with ambulation
- Improvement with bed transfers
- Improvement with bathing
- Improvement in pain with activity
- Improvement with breathing/shortness of breath
- Improvement with surgical wounds
- Timely initiation of care – within 48 hours of order/referral
- Completion of drug education
- Improvement with management of oral medications
- Falls risk assessment completed
- Depression assessment completed
- Flu vaccination received
- Pneumonia vaccination received
- Diabetic foot care education completed

Current publicly reported process and outcome measures where low % is better:

- Hospital admission rates as well as readmission rates
- Emergency care without hospital admission as well as this rate after a recent hospitalization

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RCS-1S Myth Busters!

As HealthPRO®/Heritage continues to peel away the layers on RCS-1, several "myths" are bubbling up that may create either a false sense of security or potentially misguided decision-making. This month, our subject-matter experts kick-off a series of communications related to the most common misconceptions about RCS-1. Reminder: RCS-1 is currently in proposal phase and may change; our commentary reflects the current state of system design.

Myth # 1: "RCS-1 is a simpler reimbursement system that decreases the management complexity for providers."

Perhaps the most dangerous of all the current misconceptions is the impression that RCS-1 is less complex or confusing than our current system. In fact, RCS-1 brings more reimbursement complexity with 139,000+ potential patient classification combinations (as compared to today's 66) and a much greater universe of clinical conditions that can impact reimbursement.

While the MDS continues to drive reimbursement, initial rate setting under RCS-1 is more rigid with new requirements. E.g.: clinical information from the prior acute care stay, accurate diagnostic coding as early as Day 1, etc. **Key drivers of reimbursement under RCS-1 include**: ADL and cognitive scoring, ICD10 coding, and overall MDS assessment accuracy.

Importantly, once the initial rate is set, only a significant change assessment (for which there are specific criteria) can modify it. New data elements and changes related to timing of data capture for initial rate setting will require a complete redesign of care management and documentation processes to accurately classify patients and ensure appropriate clinical reimbursement.

Exhibit D Continued: Compliance and Educational Support, Weekly Newsletter

While there may, in theory, be fewer assessments to be completed, the complexity involved in documentation and proper MDS coding will be challenging. In the RCS-1 system, there will be increased possibilities for error and limited ability to correct. As a result, ensuring accurate processes to skill patients and a progressive case management approach is critical.

Lastly, auditors will be looking closely for changes in utilization patterns that could signal a significant departure in care delivery from historical trends, and networks continue to narrow requiring providers to perform at a high level of care management.

In July 2017, CMS released a provider-specific impact analysis tool to estimate the impact of RCS-1 using provider and patient data. The calculator represents estimated payments under RCS-1 and assumes no change in provider behavior, case-mix, etc. (Note: All facility traits in the calculator, from Provider Name through bed size, are current as of the last day of FY 2014.)

For providers to truly understand specifics related to the RCS-1 impact on their own facilities, HealthPRO®/Heritage recommends a crosswalk analysis from RUGS to RCS-1 using current MDS data should be performed.

Are You Up On Your BR?

A BR (Business Review) is our opportunity to review three months of data (vs. the past month). It allows us to identify changes in trends and is better for strategic long-term forecasting.

- The BR can touch on various topics, including:
- Business intelligences & ops review (reports, revenue/margin, trend reports, staffing, etc.)
- Clinical excellence & development
- Regulatory updates & clinical initiatives
- QA/Compliance & auditing process
- Customer service & accomplishments
- Wellness & marketing initiatives
- Goals & opportunities

Exhibit D Continued: Compliance and Educational Support, Weekly Newsletter

HEALTHPRO® HERITAGE Quarter 2, 2017

Denial Trends

Denials and Documentation Compliance
Amy Swicker, M.S., CCC/SLP

With denials more prevalent than ever it is important to understand what reviewers are looking for within our documentation in order to determine if medical necessity of the services we delivered has been demonstrated. Each quarter we will explore and highlight common reasons for denial and the documentation submitted for that plan of care denied to better understand how we can improve our documentation, thus supporting the medical necessity of the skilled services we deliver daily.

Denial Focus

CPT code 97112

CPT code G0283

Denial Rationale: *"There was no evidence that the neuromuscular re-education was for an impairment which affected the body's neuromuscular system. Neuromuscular re-education is provided to improve balance, coordination, kinesthetic sense posture, and proprioception to a person who has had an impairment which affected the body's neuromuscular system such as severe trauma to the nervous system, cerebrovascular accident (CVA) and systemic neurological disease. The documentation did not support coding 97112."*

Actual Documentation Denied: Medical diagnoses chosen by PT and OT— Encounter for other specified aftercare, Acute and chronic respiratory failure with hypoxia; Treatment diagnosis for PT: Difficulty in walking, OT: Muscle weakness. Both PT and OT documented several other medical complexities within the Medical History Related to Diagnosis/Condition including CVA and Parkinson's disease.

Denial Prevention: Billing for CPT code 97112 must be supported by a diagnosis in which would require provision of this code. This includes utilizing secondary and tertiary codes.

Write instead: Utilizing multiple medical and treatment diagnoses to reflect the patient's medical complexity is needed to adequately support the codes we bill.

Denial Rationale: *"The documentation provided does not support a skilled service delivered for the entirety of the time the service was billed nor does documentation differentiate between skilled and unskilled time while billing for e-stim."*

Actual Documentation Denied: The PT billed for 20 minutes for CPT code G0283 . "Patient receiving estim to left LE to assist with focus on increasing movement, muscle force production and flexibility. E-stim PENS functional re-ed fast cycle for 20 minutes with intensity 120 mA and electrodes applied to left quads and patient actively participating in alternating reciprocal movement during the cycle program."

Denial Prevention: Our daily treatment notes need to describe specific interventions which support the codes we bill. CPT code G0283 is an UNATTENDED code. Billing for this is limited to the application of electrodes to the desired muscle(s) and inspecting the region targeted before, during and after the procedure. Billing for the entirety of the e-stim cycle is not skilled and is not billable for G0283 as documented above; however, documented exercises performed during the e-stim cycle can be billed under a separate code.

Write instead: (Billing for G0283—10 minutes) "Patient receiving estim to left LE to assist with focus on increasing movement, muscle force production and flexibility to improve accuracy and independence during transfers and gait. Set up to include pre-check of quad prior to application of electrodes—skin condition unremarkable. Established parameters per protocol of PENS functional re-ed fast cycle for 20 minutes with intensity 120 mA. Skin condition assessed during and after e-stim treatment with no redness or other adverse affects." (Billing for 97110—10 minutes) "Patient participated in alternating reciprocal movement of the LE during e-stim treatment to maximize movement, muscle force and flexibility given verbal, visual and tactile cues."

Exhibit D Continued: Compliance and Educational Support, Weekly Newsletter

CEU360 Educational Platform

HealthPRO® Heritage's training for our therapists using an advanced learning management system.

- Proprietary Content: HealthPRO® Heritage's custom, media-rich education and compliance programs.
  Mandatory New Hire and Annual Core Competencies
  All live trainings are recorded and accessible for future review

- Out of the Box Continuing Education Library: 650+ hours of available continuing education and a rigorous annual course development schedule for the entire IDT
  Courses are accredited through the appropriate regulating bodies

- Content Delivery: Live and On-Demand content options offer an engaging experience
  Content meets many regulatory bodies' requirements for interactive education

Available to all HealthPRO® Heritage's employees, and to WVVNF's clinical teams at reduced Affiliate rates.

Exhibit E: Roll-Out Guide

START-UP PLAN:

Pre-Start 60 to 14 Days **Planned Date of Start Up**

Start Up Task	Responsibility	Due Date	Status	Comments
Administration				
Assess need for capital equipment				
Order capital equipment, clinical equipment and office supplies not on-hand				
Copy and assemble standard forms and manuals				
Order and assemble marketing resources				
Business Development				
Acquire signed contract				
Complete "New Facility Contract Checklist" and distribute to appropriate departments				
Prepare the materials to communicate the scheduled events as appropriate				
Information Systems				
Order equipment identified in the plan created with the RVP				
Operations				
Complete HM2 "New Facility information" form and submit to HP IT Department				
Schedule meeting with Business Development to discuss contract details, proposal items, expectations, hot items, targets, goals and facility financial analysis				
Contact TCG IT Department to establish plan and timelines for rollout (i.e., computers, wireless, ports, routers, fax, scanner, phone, etc.)				
Determine if HM utilization is for billing only or billing and documentation				
Set up IT meeting to establish computer export				
Provide HP IT with facility staff names to set up HM2 user names and passwords				
Confirm number of open positions and when to post				

Schedule start-up transition meeting with facility staff and RVP				
Provide facility with "facility information form" for completion and returned to RVP				
Determine facility billing program and communicate with facility representative to set up billing export file				
Review details on billing link content for later training needs (modifiers, coders, etc.)				
Determine billing date/export timeline with facility staff				
Schedule meeting with remaining facility staff to discuss transition, orientation, in-servicing, etc. if applicable				
Inventory equipment and clinical supplies currently at the facility				
Schedule resident and family meetings				
Schedule facility staff meetings				
Recruitment				
Schedule interviews with facility therapy staff as appropriate				
Schedule recruiting events				
Schedule interviews for RD candidates with facility Administrator as appropriate				
Complete PAF and give to HR Department				
Facility Integration/Marketing				
Discuss promotion of new relationship with new partner				
Other				

START-UP PLAN: Pre-Start -14 to -1 Days

Start Up Task	Responsibility	Due Date	Status	Comments
Administration				
Coordinate delivery of forms, manuals and supplies (including therapists licenses)				
Update Medicare Facility Contact Spreadsheet and distribute				

Business Development				
Order business cards as appropriate				
Finance/Billing				
Verify billing dates and procedures				
Confirm payor types with Operations				
Operations				
Schedule meeting with facility staff/administration to review facility information form, processes, culture, expectations, transition, goals, opportunities and roll-out plan				
Upload/Enter patient demographic data into IT system database				
Verify pre-approval process				
Verify benefits verification process				
Input staff information to billing/EMR system including credentials, discipline, salary, benefits, overtime factors and productivity expectations				
Input active treatment plans for patients including treatment codes, dx, impairment codes, if applicable				
Input MDS ARD dates, RUG levels to date for all Med A/insurance/managed care patients				
Schedule on-site facility orientation for RD and staff using an orientation and agenda check off form				
Contact Compliance Team to schedule clinical orientation				
Schedule initial staff meeting to describe HealthPRO® Heritage and rollout plan/expectations				
Obtain/Establish therapists weekly schedules				
Identify open positions and need for agency, vacation coverage and holidays				
Notify recruitment of any additional needs				
Identification of support staff roles, training needs				
Identify students, student programs and need for on-going supervision				
Acquire resident information from facility on caseload including SS#, MD name, MRN, Face Sheet, ARDs, PPS Day, RUG Level expected, copy of evaluation, most recent progress notes for each discipline, part B $ used				

Notify HR of any existing staff being transferred to the new facility				
Schedule meeting with Medical Director and MDS				
Schedule staff introduction meetings				
Hold meet & greet meetings with residents and families				
Review facility meetings and rehab participation with leadership				
Establish schedule for screening LTC residents				
Obtain manage care contracts - rehab requirements				
Notify HP IT regarding full service or management contract for generation of accurate reports				
Recruitment				
Determine strategies and schedule events to fill open positions as appropriate				
Facility Integration/Marketing				
Other				

START-UP PLAN: Start-Up Day 1 to 14

Start Up Task	Responsibility	Due Date	Status	Comments
Business Development				
Identify and submit e-mails for the HP advisor				
Operations				
Review current rehab department systems/process with RD				
Identity rehab department involvement in facility department meetings				
Complete facility orientation requirements				
Schedule HM documentation training				
Determine MD process schedules, ARD selection, OBRA Book Schedule, QA process and transmission schedules, cut and ABN process, expectation for rehab section of MDS completion				
Review billing process, dates and deadlines, status of denials and denial review process, icd-9 coding, and set up MMR review process				

Initiate therapy rounds/screen process, schedules, completed screens, form review, frequency and process				
Finalize meeting schedules, AM report, weekly Medicare meeting, QA				
Determine programming needs-special clinical programs				
Determine facility projects-status of state survey, upcoming surveys, outcomes tracking				
Determine facility expectation of RD participation in programs (i.e., restraints, falls, etc.)				
Review current rehab census				
Review all therapy orders for required elements				
Confirm patient scheduling process				
Confirm HMO/Managed Care rehab criteria and management strategies				
Review current supervision procedures for staff and patients				
Complete rehab staff orientation and training				
Complete clinical orientation training by compliance team				
Complete competency evaluations				
Complete RD orientation training - daily, weekly, and monthly job responsibilities, rehab director reports, develop process, program management and identification, key metrics and upkeep of IT solutions				
Review status of P&P books for immediate needs				
Establish month to date report distribution lists with identified metric targets				
Complete MD meetings, resident, family and staff meetings				
Facility Integration/Marketing				
Other				

Exhibit F: Clinical Compliance Calendar Example

Month	CORE Program *for Residents*	Wellness Program *for Residents/Facility Staff*
January	Falls/Balance/AD	Low Vision Screenings
February	Dining Room	Heart Awareness
March	Bladder Health	Nutrition Screenings
April	Dementia Program	Driving Screenings
May	Falls/Balance/AD	Fitness Screenings
June	Dining Room	Arthritis/Pain Mgmt Screenings
July	Bladder Health	Stress Management
August	Dementia Program	Safety in the Home Screenings
September	Falls/Balance/AD	Cognitive Screenings
October	Dining Room	COPD Screenings
November	Bladder Health	Diabetes Screenings
December	Dementia Program	Reflux Screenings

Exhibit G: Required Documents

The following pages are the documents required by the RFP.

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

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

DEFINITIONS:

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

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (*W. Va. Code* §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: HealthPRO Heritage LLC

Authorized Signature: _____ Date: 2/28/18

State of Maryland

County of Baltimore, to-wit:

Taken, subscribed, and sworn to before me this 28th day of February, 2018.

My Commission expires May 4th, 2021.

AFFIX SEAL HERE

MARIA JEAN CURRY
Notary Public-Maryland
Baltimore County
My Commission Expires
5/4/21

NOTARY PUBLIC Maria Curry

West Virginia Ethics Commission

Disclosure of Interested Parties to Contracts

(Required by *W. Va. Code* § 6D-1-2)

Contracting Business Entity: HealthPRO Heritage LLC **Address:** 307 International Cir, Ste. 100 Hunt Valley, MD 21030

Authorized Agent: _____ **Address:** _____

Contract Number: Pending **Contract Description:** Therapy Services

Governmental agency awarding contract: State of WV, WV Veterans Nursing Facility

☐ **Check here if this is a Supplemental Disclosure**

List the Names of Interested Parties to the contract which are known or reasonably anticipated by the contracting business entity for each category below *(attach additional pages if necessary)*:

1. **Subcontractors or other entities performing work or service under the Contract**
   ☑ Check here if none, otherwise list entity/individual names below.

2. **Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities)**
   ☑ Check here if none, otherwise list entity/individual names below.

3. **Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract)**
   ☑ Check here if none, otherwise list entity/individual names below.

Signature: _____ Date Signed: 2/28/18

Notary Verification

State of Maryland, County of Baltimore:

I, Thomas Guild, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledge that the Disclosure herein is being made under oath and under the penalty of perjury.

Taken, sworn to and subscribed before me this 28th day of February, 2018.

_____
Notary Public's Signature

MARIA JEAN CURRY
Notary Public-Maryland
Baltimore County
My Commission Expires
5/4/21

To be completed by State Agency:

Date Received by State Agency: _____

Date submitted to Ethics Commission: _____

Governmental agency submitting Disclosure: _____

Revised October 7, 2017

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ VNF1800000011

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:
(Check the box next to each addendum received)

- [x] Addendum No. 1
- [ ] Addendum No. 2
- [ ] Addendum No. 3
- [ ] Addendum No. 4
- [ ] Addendum No. 5
- [ ] Addendum No. 6
- [ ] Addendum No. 7
- [ ] Addendum No. 8
- [ ] Addendum No. 9
- [ ] Addendum No. 10

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

HealthPRO Heritage LLC
Company

Authorized Signature

2/28/18
Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.

Rev. 04/14

State of West Virginia
VENDOR PREFERENCE CERTIFICATE

Certification and application* is hereby made for Preference in accordance with ***West Virginia Code***, §5A-3-37. (Does not apply to construction contracts). ***West Virginia Code***, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the ***West Virginia Code***. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Vendor Preference, if applicable. None Applicable

1. **Application is made for 2.5% vendor preference for the reason checked:**
___ Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or,**
___ Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or,**
___ Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; **or,**

2. **Application is made for 2.5% vendor preference for the reason checked:**
___ Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or,**

3. **Application is made for 2.5% vendor preference for the reason checked:**
___ Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or,**

4. **Application is made for 5% vendor preference for the reason checked:**
___ Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; **or,**

5. **Application is made for 3.5% vendor preference who is a veteran for the reason checked:**
___ Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; **or,**

6. **Application is made for 3.5% vendor preference who is a veteran for the reason checked:**
___ Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

7. **Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with *West Virginia Code* §5A-3-59 and *West Virginia Code of State Rules*.**
___ Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

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

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

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

Bidder: HealthPRO Heritage, LLC **Signed:** _____

Date: 2/28/18 **Title:** EVP & General Counsel

11. MISCELLANEOUS:

11.1 Contract Manager: During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

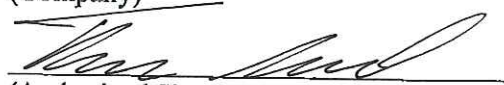
Contract Manager: Sally Helch
Telephone Number: (410) 667-7200
Fax Number: (410)667-7207
Email Address: shelch@healthpro-heritage.com

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

Sally Helch, VP of Business Development
(Name, Title)
Sally Helch, VP of Business Development
(Printed Name and Title)
307 International Circle, Suite 100, Hunt Valley, MD 21030
(Address)
(410) 667-7200 / (410) 667-7207
(Phone Number) / (Fax Number)
Shelch@healthpro-heritage.com
(email address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

HealthPRO Heritage, LLC
(Company)


(Authorized Signature) (Representative Name, Title)

Thomas Guild, EVP & General Counsel
(Printed Name and Title of Authorized Representative)

2/28/18
(Date)

(410) 667-7200 (410) 667-7207
(Phone Number) (Fax Number)

WV STATE GOVERNMENT

HIPAA BUSINESS ASSOCIATE ADDENDUM

This Health Insurance Portability and Accountability Act of 1996 (hereafter, HIPAA) Business Associate Addendum ("Addendum") is made a part of the Agreement ("Agreement") by and between the State of West Virginia ("Agency"), and Business Associate ("Associate"), and is effective as of the date of execution of the Addendum.

The Associate performs certain services on behalf of or for the Agency pursuant to the underlying Agreement that requires the exchange of information including protected health information protected by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended by the American Recovery and Reinvestment Act of 2009 (Pub. L. No. 111-5) (the "HITECH Act"), any associated regulations and the federal regulations published at 45 CFR parts 160 and 164 (sometimes collectively referred to as "HIPAA"). The Agency is a "Covered Entity" as that term is defined in HIPAA, and the parties to the underlying Agreement are entering into this Addendum to establish the responsibilities of both parties regarding HIPAA-covered information and to bring the underlying Agreement into compliance with HIPAA.

Whereas it is desirable, in order to further the continued efficient operations of Agency to disclose to its Associate certain information which may contain confidential individually identifiable health information (hereafter, Protected Health Information or PHI); and

Whereas, it is the desire of both parties that the confidentiality of the PHI disclosed hereunder be maintained and treated in accordance with all applicable laws relating to confidentiality, including the Privacy and Security Rules, the HITECH Act and its associated regulations, and the parties do agree to at all times treat the PHI and interpret this Addendum consistent with that desire.

NOW THEREFORE: the parties agree that in consideration of the mutual promises herein, in the Agreement, and of the exchange of PHI hereunder that:

1. **Definitions.** Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms in the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

    a. **Agency Procurement Officer** shall mean the appropriate Agency individual listed at: http://www.state.wv.us/admin/purchase/vrc/agencyli.html.

    b. **Agent** shall mean those person(s) who are agent(s) of the Business Associate, in accordance with the Federal common law of agency, as referenced in 45 CFR § 160.402(c).

    c. **Breach** shall mean the acquisition, access, use or disclosure of protected health information which compromises the security or privacy of such information, except as excluded in the definition of Breach in 45 CFR § 164.402.

    d. **Business Associate** shall have the meaning given to such term in 45 CFR § 160.103.

    e. **HITECH Act** shall mean the Health Information Technology for Economic and Clinical Health Act. Public Law No. 111-05. 111th Congress (2009).

f. **Privacy Rule** means the Standards for Privacy of Individually Identifiable Health Information found at 45 CFR Parts 160 and 164.

g. **Protected Health Information or PHI** shall have the meaning given to such term in 45 CFR § 160.103, limited to the information created or received by Associate from or on behalf of Agency.

h. **Security Incident** means any known successful or unsuccessful attempt by an authorized or unauthorized individual to inappropriately use, disclose, modify, access, or destroy any information or interference with system operations in an information system.

i. **Security Rule** means the Security Standards for the Protection of Electronic Protected Health Information found at 45 CFR Parts 160 and 164.

j. **Subcontractor** means a person to whom a business associate delegates a function, activity, or service, other than in the capacity of a member of the workforce of such business associate.

2. **Permitted Uses and Disclosures.**

a. **PHI Described.** This means PHI created, received, maintained or transmitted on behalf of the Agency by the Associate. This PHI is governed by this Addendum and is limited to the minimum necessary, to complete the tasks or to provide the services associated with the terms of the original Agreement, and is described in Appendix A.

b. **Purposes.** Except as otherwise limited in this Addendum, Associate may use or disclose the PHI on behalf of, or to provide services to, Agency for the purposes necessary to complete the tasks, or provide the services, associated with, and required by the terms of the original Agreement, or as required by law, if such use or disclosure of the PHI would not violate the Privacy or Security Rules or applicable state law if done by Agency or Associate, or violate the minimum necessary and related Privacy and Security policies and procedures of the Agency. The Associate is directly liable under HIPAA for impermissible uses and disclosures of the PHI it handles on behalf of Agency.

c. **Further Uses and Disclosures.** Except as otherwise limited in this Addendum, the Associate may disclose PHI to third parties for the purpose of its own proper management and administration, or as required by law, provided that (i) the disclosure is required by law, or (ii) the Associate has obtained from the third party reasonable assurances that the PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party by the Associate; and, (iii) an agreement to notify the Associate and Agency of any instances of which it (the third party) is aware in which the confidentiality of the information has been breached. To the extent practical, the information should be in a limited data set or the minimum necessary information pursuant to 45 CFR § 164.502, or take other measures as necessary to satisfy the Agency's obligations under 45 CFR § 164.502.

3. **Obligations of Associate.**

a. **Stated Purposes Only.** The PHI may not be used by the Associate for any purpose other than as stated in this Addendum or as required or permitted by law.

b. **Limited Disclosure.** The PHI is confidential and will not be disclosed by the Associate other than as stated in this Addendum or as required or permitted by law. Associate is prohibited from directly or indirectly receiving any remuneration in exchange for an individual's PHI unless Agency gives written approval and the individual provides a valid authorization. Associate will refrain from marketing activities that would violate HIPAA, including specifically Section 13406 of the HITECH Act. Associate will report to Agency any use or disclosure of the PHI, including any Security Incident not provided for by this Agreement of which it becomes aware.

c. **Safeguards.** The Associate will use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of the PHI, except as provided for in this Addendum. This shall include, but not be limited to:

i. Limitation of the groups of its workforce and agents, to whom the PHI is disclosed to those reasonably required to accomplish the purposes stated in this Addendum, and the use and disclosure of the minimum PHI necessary or a Limited Data Set;

ii. Appropriate notification and training of its workforce and agents in order to protect the PHI from unauthorized use and disclosure;

iii. Maintenance of a comprehensive, reasonable and appropriate written PHI privacy and security program that includes administrative, technical and physical safeguards appropriate to the size, nature, scope and complexity of the Associate's operations, in compliance with the Security Rule;

iv. In accordance with 45 CFR §§ 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the business associate agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information.

d. **Compliance With Law.** The Associate will not use or disclose the PHI in a manner in violation of existing law and specifically not in violation of laws relating to confidentiality of PHI, including but not limited to, the Privacy and Security Rules.

e. **Mitigation.** Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Associate of a use or disclosure of the PHI by Associate in violation of the requirements of this Addendum, and report its mitigation activity back to the Agency.

f. **Support of Individual Rights.**

i. **Access to PHI.** Associate shall make the PHI maintained by Associate or its agents or subcontractors in Designated Record Sets available to Agency for inspection and copying, and in electronic format, if requested, within ten (10) days of a request by Agency to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR § 164.524 and consistent with Section 13405 of the HITECH Act.

ii. **Amendment of PHI.** Within ten (10) days of receipt of a request from Agency for an amendment of the PHI or a record about an individual contained in a Designated Record Set, Associate or its agents or subcontractors shall make such PHI available to Agency for amendment and incorporate any such amendment to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR § 164.526.

iii. **Accounting Rights.** Within ten (10) days of notice of a request for an accounting of disclosures of the PHI, Associate and its agents or subcontractors shall make available to Agency the documentation required to provide an accounting of disclosures to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR §164.528 and consistent with Section 13405 of the HITECH Act. Associate agrees to document disclosures of the PHI and information related to such disclosures as would be required for Agency to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528. This should include a process that allows for an accounting to be collected and maintained by Associate and its agents or subcontractors for at least six (6) years from the date of disclosure, or longer if required by state law. At a minimum, such documentation shall include:

- the date of disclosure;
- the name of the entity or person who received the PHI, and if known, the address of the entity or person;
- a brief description of the PHI disclosed; and
- a brief statement of purposes of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure.

iv. **Request for Restriction.** Under the direction of the Agency, abide by any individual's request to restrict the disclosure of PHI, consistent with the requirements of Section 13405 of the HITECH Act and 45 CFR § 164.522, when the Agency determines to do so (except as required by law) and if the disclosure is to a health plan for payment or health care operations and it pertains to a health care item or service for which the health care provider was paid in full "out-of-pocket."

v. **Immediate Discontinuance of Use or Disclosure.** The Associate will immediately discontinue use or disclosure of Agency PHI pertaining to any individual when so requested by Agency. This includes, but is not limited to, cases in which an individual has withdrawn or modified an authorization to use or disclose PHI.

g. **Retention of PHI.** Notwithstanding section 4.a. of this Addendum, Associate and its subcontractors or agents shall retain all PHI pursuant to state and federal law and shall continue to maintain the PHI required under Section 3.f. of this Addendum for a period of six (6) years after termination of the Agreement, or longer if required under state law.

h. **Agent's, Subcontractor's Compliance.** The Associate shall notify the Agency of all subcontracts and agreements relating to the Agreement, where the subcontractor or agent receives PHI as described in section 2.a. of this Addendum. Such notification shall occur within 30 (thirty) calendar days of the execution of the subcontract and shall be delivered to the Agency Procurement Officer. The Associate will ensure that any of its subcontractors, to whom it provides any of the PHI it receives hereunder, or to whom it provides any PHI which the Associate creates or receives on behalf of the Agency, agree to the restrictions and conditions which apply to the Associate hereunder. The Agency may request copies of downstream subcontracts and agreements to determine whether all restrictions, terms and conditions have been flowed down. Failure to ensure that downstream contracts, subcontracts and agreements contain the required restrictions, terms and conditions may result in termination of the Agreement.

j. **Federal and Agency Access.** The Associate shall make its internal practices, books, and records relating to the use and disclosure of PHI, as well as the PHI, received from, or created or received by the Associate on behalf of the Agency available to the U.S. Secretary of Health and Human Services consistent with 45 CFR § 164.504. The Associate shall also make these records available to Agency, or Agency's contractor, for periodic audit of Associate's compliance with the Privacy and Security Rules. Upon Agency's request, the Associate shall provide proof of compliance with HIPAA and HITECH data privacy/protection guidelines, certification of a secure network and other assurance relative to compliance with the Privacy and Security Rules. This section shall also apply to Associate's subcontractors, if any.

k. **Security.** The Associate shall take all steps necessary to ensure the continuous security of all PHI and data systems containing PHI. In addition, compliance with 74 FR 19006 Guidance Specifying the Technologies and Methodologies That Render PHI Unusable, Unreadable, or Indecipherable to Unauthorized Individuals for Purposes of the Breach Notification Requirements under Section 13402 of Title XIII is required, to the extent practicable. If Associate chooses not to adopt such methodologies as defined in 74 FR 19006 to secure the PHI governed by this Addendum, it must submit such written rationale, including its Security Risk Analysis, to the Agency Procurement Officer for review prior to the execution of the Addendum. This review may take up to ten (10) days.

l. **Notification of Breach.** During the term of this Addendum, the Associate shall notify the Agency and, unless otherwise directed by the Agency in writing, the WV Office of Technology immediately by e-mail or web form upon the discovery of any Breach of unsecured PHI; or within 24 hours by e-mail or web form of any suspected Security Incident, intrusion or unauthorized use or disclosure of PHI in violation of this Agreement and this Addendum, or potential loss of confidential data affecting this Agreement. Notification shall be provided to the Agency Procurement Officer at www.state.wv.us/admin/purchase/vrc/agencyli.htm and,

unless otherwise directed by the Agency in writing, the Office of Technology at incident@wv.gov or https://apps.wv.gov/ot/ir/Default.aspx.

The Associate shall immediately investigate such Security Incident, Breach, or unauthorized use or disclosure of PHI or confidential data. Within 72 hours of the discovery, the Associate shall notify the Agency Procurement Officer, and, unless otherwise directed by the Agency in writing, the Office of Technology of: (a) Date of discovery; (b) What data elements were involved and the extent of the data involved in the Breach; (c) A description of the unauthorized persons known or reasonably believed to have improperly used or disclosed PHI or confidential data; (d) A description of where the PHI or confidential data is believed to have been improperly transmitted, sent, or utilized; (e) A description of the probable causes of the improper use or disclosure; and (f) Whether any federal or state laws requiring individual notifications of Breaches are triggered.

Agency will coordinate with Associate to determine additional specific actions that will be required of the Associate for mitigation of the Breach, which may include notification to the individual or other authorities.

All associated costs shall be borne by the Associate. This may include, but not be limited to costs associated with notifying affected individuals.

If the Associate enters into a subcontract relating to the Agreement where the subcontractor or agent receives PHI as described in section 2.a. of this Addendum, all such subcontracts or downstream agreements shall contain the same incident notification requirements as contained herein, with reporting directly to the Agency Procurement Officer. Failure to include such requirement in any subcontract or agreement may result in the Agency's termination of the Agreement.

m. **Assistance in Litigation or Administrative Proceedings.** The Associate shall make itself and any subcontractors, workforce or agents assisting Associate in the performance of its obligations under this Agreement, available to the Agency at no cost to the Agency to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against the Agency, its officers or employees based upon claimed violations of HIPAA, the HIPAA regulations or other laws relating to security and privacy, which involves inaction or actions by the Associate, except where Associate or its subcontractor, workforce or agent is a named as an adverse party.

4. Addendum Administration.

a. **Term.** This Addendum shall terminate on termination of the underlying Agreement or on the date the Agency terminates for cause as authorized in paragraph (c) of this Section, whichever is sooner.

b. **Duties at Termination.** Upon any termination of the underlying Agreement, the Associate shall return or destroy, at the Agency's option, all PHI received from, or created or received by the Associate on behalf of the Agency that the Associate still maintains in any form and retain no copies of such PHI or, if such return or destruction is not feasible, the Associate shall extend the protections of this Addendum to the PHI and limit further uses and disclosures to the purposes that make the return or destruction of the PHI infeasible. This shall also apply to all agents and subcontractors of Associate. The duty of the Associate and its agents

and subcontractors to assist the Agency with any HIPAA required accounting of disclosures survives the termination of the underlying Agreement.

c. **Termination for Cause.** Associate authorizes termination of this Agreement by Agency, if Agency determines Associate has violated a material term of the Agreement. Agency may, at its sole discretion, allow Associate a reasonable period of time to cure the material breach before termination.

d. **Judicial or Administrative Proceedings.** The Agency may terminate this Agreement if the Associate is found guilty of a criminal violation of HIPAA. The Agency may terminate this Agreement if a finding or stipulation that the Associate has violated any standard or requirement of HIPAA/HITECH, or other security or privacy laws is made in any administrative or civil proceeding in which the Associate is a party or has been joined. Associate shall be subject to prosecution by the Department of Justice for violations of HIPAA/HITECH and shall be responsible for any and all costs associated with prosecution.

e. **Survival.** The respective rights and obligations of Associate under this Addendum shall survive the termination of the underlying Agreement.

5. **General Provisions/Ownership of PHI.**

a. **Retention of Ownership.** Ownership of the PHI resides with the Agency and is to be returned on demand or destroyed at the Agency's option, at any time, and subject to the restrictions found within section 4.b. above.

b. **Secondary PHI.** Any data or PHI generated from the PHI disclosed hereunder which would permit identification of an individual must be held confidential and is also the property of Agency.

c. **Electronic Transmission.** Except as permitted by law or this Addendum, the PHI or any data generated from the PHI which would permit identification of an individual must not be transmitted to another party by electronic or other means for additional uses or disclosures not authorized by this Addendum or to another contractor, or allied agency, or affiliate without prior written approval of Agency.

d. **No Sales.** Reports or data containing the PHI may not be sold without Agency's or the affected individual's written consent.

e. **No Third-Party Beneficiaries.** Nothing express or implied in this Addendum is intended to confer, nor shall anything herein confer, upon any person other than Agency, Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

f. **Interpretation.** The provisions of this Addendum shall prevail over any provisions in the Agreement that may conflict or appear inconsistent with any provisions in this Addendum. The interpretation of this Addendum shall be made under the laws of the state of West Virginia.

g. **Amendment.** The parties agree that to the extent necessary to comply with applicable law they will agree to further amend this Addendum.

h. **Additional Terms and Conditions.** Additional discretionary terms may be included in the release order or change order process.

AGREED:

Name of Agency: WV Veterans Nursing Facility

Signature: [signature]

Title: Procurement Officer

Date: 2/7/2018

Name of Associate: HealthPRO Heritage LLC

Signature: [signature]

Title: EVP & General Counsel

Date: 2/28/18

Form - WVBAA-012016
Amended 04.26.2013

APPROVED AS TO FORM THIS 21st
DAY OF February 20 18
Patrick Morrisey
Attorney General
BY [signature]

Appendix A

(To be completed by the Agency's Procurement Officer prior to the execution of the Addendum, and shall be made a part of the Addendum. PII not identified prior to execution of the Addendum may only be added by executing Appendix A and the Addendum, via Change Order.)

Name of Associate: Beverly L. Rupert

Name of Agency: WV Veterans Nursing Facility

Describe the PII (do not include any actual PII). If not applicable, please indicate the same.

Any and all personally identifiable information including but not limited to patient name, address, date of birth, Social Security Number, telephone number, and insurance information.

Any and all protected health information including but not limited to patient diagnosis, lab test, radiological exams, physical health exams, and/or treatment procedures.

CRFQ VNF1800000011

Revised Exhibit A - Pricing Sheet for Therapy Services				
Item Number	***DESCRIPTION***	***UNIT PRICE***	***ESTIMATED USAGE PER YEAR***	***TOTAL PRICE***
4.1.1	Occupational Therapist Services	79.8	109.2	8,714.16
4.1.2	Occupational Therapist Assistant	79.8	978	78,044.40
4.1.3	Physical Therapy Services	79.8	1,358.40	108,400
4.1.4	Physical Therapist Assistant	0	0	0
4.1.5	Speech Therapist Services	79.8	271.2	21,641.76
4.1.6.45	Billable Minutes	79.8	2716.8	216,800.32
4.1.6.46	Non Billable Minutes	79.8	163 hours capped	13,007.40
			Total Amount	229,807.72

*****ALL ORDER QUANTITIES ARE ESTIMATED AND FOR BIDDING PURPOSES ONLY*****

Vendor Information	
VENDOR NAME:	HealthPRO Heritage LLC
VENDOR ADDRESS:	307 International Circle, Suite 100, Hunt Valley, MD 21030
VENDOR PHONE:	(410)667-7200
EMAIL:	shelch@healthpro-heritage.com
SIGNATURE: