

**COUNTY OF DELAWARE
ADDENDUM # 2**

**REHABILITATION (OCCUPATIONAL, PHYSICAL, and SPEECH THERAPY) SERVICES
(eFAC-040523-2)**

The County of Delaware’s Fair Acres Geriatric Center advertised on the County’s Website, in the Daily Times and Philadelphia Inquirer newspapers, the Request for Proposal for **REHABILITATION SERVICES (OCCUPATIONAL, PHYSICAL, and SPEECH THERAPY) (eFAC-040523-2)** on Monday and Tuesday, February 6 & 7, 2023 with a Mandatory Pre-Proposal Conference scheduled for Thursday, March 2, 2023 @ 10:30 a.m. and the Submission Deadline scheduled for Wednesday, April 5, 2023 @ 12:00 p.m.

Due to a typographical error in the time set for the pre-proposal, **Addendum #1** was advertised and posted on in the Delco Times on February 14, 2023 and the Philadelphia Inquirer on February 15, 2023 with the rescheduled Pre-Proposal Conference scheduled for 10:30 a.m., Thursday, March 2, 2023.

During the Pre-Proposal Conference, several questions and concerns surfaced. The document changes, answers/clarifications, are located on www.delcopa.gov/purchasing/invitbid.html answers are as follows:

*****BID QUESTIONS, CLARIFICATIONS AND ANSWERS*****

Question #1: Page 12; section 4.1 2) c- regarding providing 3 PA Public client references; ***what is the definition of public?***

Answer: Describe the firm’s experience in providing rehabilitation (occupational, physical, speech therapy) services, specifically experience with issuers similar to the County. Provide a minimum of three (3) Pennsylvania references for whom the firm provided similar services within the past three (3) years. For each reference, include the contact person’s name, entity, title, address, phone number, and email address. One reference must be from a facility of 250 beds or more.

Question #2: Page 12; section 4.1 3)-regarding resumes of key members of team; ***shall we provide just the RVP, director, assistant director and secretary OR should we also provide ALL therapists, assistants and aide’s resumes as well?***

Answer: Each bidder should supply the resumes for the following: RVP, Director, Assistant Director and Secretary.

Question #3: In order to complete Appendix B and Appendix B-2 of the REQUEST FOR PROPOSAL REHABILITATION (OCCUPATIONAL, PHYSICAL, SPEECH THERAPY) SERVICES - Contract #: eFAC-040523-2, we are requesting the following census and utilization information:

Answer:

- | | |
|-------------------------------------|---|
| 1) Average Daily Census | Approx. 100 |
| 2) Daily Med A Census | 12 |
| 3) Daily Skilled HMO Census | 2 |
| 4) Monthly Med A Days | 333 |
| 5) Monthly HMO Days | 42 |
| 6) PDPM Therapy Component Rate | See Attached “Data Analytics” 3-6 below |
| 7) Monthly Med B Units Billed | Approx. 4,000 |
| 8) Monthly Med B Revenue | 125,000. |
| 9) Monthly Other LTC Payer Units | 963 |
| 10) Monthly Other LTC Payer Revenue | 2.5 Million |

Question #4: Please let us know if this information can be provided in a written format or an internal report to complete Appendix B and Appendix B-2.

Answer: Information should be written/typed on form.

Question #5: In section 3.3.2.12 you are requesting **UTILIZATION** Information. Can you be more specific-what are you asking for: CPT codes, PDPM information, number of patients on caseload typically?

Answer: We are requesting the following: CPT codes, PDPM information and number of patients on caseload.

Question #6: Section 4.3.4 You state that we will be required to sign your contract, but you also request a **sample contract as attachment #3**. Do you need our contract if we are required to sign yours?

Answer: No. We will not need your contract. However, the awarded vendor will be required to agree and sign Delaware County's Contract. Please find a Sample Contract attached to this Addendum below.

Question #7: Do you need our **W-9** included in the bid or only if awarded the contract?

Answer: No. A W-9 Form will not need to be submitted with your bid. However, the awarded vendor will be required to submit a W-9.

Question #8: You provide **Appendix H** as a submission form and list 5 questions on it to provide information. Question 2 requests "References and record success of same similar service". You also ask for at least **3 public PA references on page 12; section 4.1 2) c**. Are you asking for the same references on Appendix H as you are in Section 4.1 2) c?

Answer: Yes. Both answers are the same, however, on the Appendix H you do not have to repeat the answer, but instead reference its exact location in your proposal.

Question #9: Appendix Q, second page, entitled "**Subcontractor/Consultant Statement**" top of page, asks for "**Amount of Bid**". Since this is priced per payor category and dependent on caseload which cannot be determined ahead of time, how are we to calculate the dollar amount that is supposed to be placed on this line?

Answer: If you intend to subcontract using a diversity business, please state the anticipated amount or percentage of your contract's total. However, this particular document is more so for informational purposes and will not effect anyone proposal results.

Question #10: Section 4.2.3 requests a **Comprehensive List of Facilities**-can you be more specific on "**comprehensive.**" Are there a certain number you are looking for?

Answer: All bidders are requested to supply no less then 3 references. One reference must be a facility that has over 250 residents.

Question #11: In the Appendix section there is a request to send the **Performance bond document** and also a sample bond document. Are you **REQUIRING** a performance bond for this contract? If so, what would the dollar amount be?

Answer: Only the awarded vendor will be required to provide a Performance Bond for 100% of the total contract amount.

Question #12: I am following up to see if there were any additional rehab providers show up at noon yesterday beside the 6 at 10:30.

Answer: Please be informed that we did not receive any additional Rehabilitation providers to show up after the scheduled Mandatory Site-Visit/Pre-Proposal Meeting on March 2, 2023. The below firms are the only firms that will be considered for this RFP Project:

- 1) Advantage Care Rehabilitation, LLC
- 2) Apex Rehab Solutions
- 3) Encore Rehab
- 4) HealthPro Heritage
- 5) Premier Therapy
- 6) Select Rehabilitation

Question #13: What is the amount or percentage the county expects proposers to ensure?

Answer: All bidders are required to ensure the best percentage possible to the county. Please refer to Section 2.8.4 of the RFP document.

Question #14: We have the following questions—ideally would like data analytics for year end 2022.

Answer:

- 1) **Current Vendor?** Encore Therapy
- 2) **Current Pricing?**
This information may be requested from the Delaware County Clerk’s Office in accordance with the “Open Records Act”. You may complete and submit your written OPEN REQUEST FORM on the Delaware County website using the below link: <https://delcopa.gov/clerk/openrecordsgov.html> .
- 3) **Avg facility daily census?** 430
- 4) **Avg facility daily skilled census by payer mix?** Med A 12, MA 350, private 35, other 33
- 5) **Daily PT patient census/daily units/daily minutes by payer?** 75 avg 2,135 units
- 6) **Daily OT patient census by payer/daily units/daily minutes by payer?** 65 avg 1,600 units
- 7) **Daily ST patient census by payer/daily units/daily minutes by payer?** 36 avg 300 units
- 8) **What is the percentage of therapy by mode of service: individual, group, current by payer?** See Attached “Data Analytics” 4-9 below.
- 9) **Average daily rate and patient count for (prefer 2022 data):** See Attached “Data Analytics” 14-9 below.
 - a. PDPM payer
 - b. Levels payers
 - c. Rug payer

Question #15: We have the following questions—ideally would like data analytics for year end 2022 (Question # 15 to #20). Who performs transport of patients to and from therapy?

Answer: Primarily the therapists with assistance from the rehab techs and administrative assistant when available.

Question #16: What is your EHR system?

Answer: Bluestep Billing software is Experience.care

Question #17: What is your EMR system?

Answer: IMAR

Question #18: Average number of discharges per month to community?

Answer: 2

Question #19: Average number of discharges per month to community with home health services?

Answer: 2

Question #20: Average number of Home Health referrals per month?

Answer: 2

Question #21: Has facility executed an agreement with Helion?

Answer: No

Question #22: How many denials of service have occurred in 2021 and 2022?

Answer: 10

Question #23: What are your CMG utilization by categories for 2022?

Answer:	Major Joint Replacement or Spinal Surgery	32 %
	Other Orthopedics	45 %
	Medical Management	23 %
	Non-Orthopedic Surgery & Acute Neurologic	0 %

Question #24: What is the current rehab staffing level by PT, OTR, ST, PTA, COTA and if any rehab techs are directly employed by vendor?

Answer:

- 4 Full Time PT's (1 whom is also TPM)
- 4 Full Time PTA's
- 3 Full Time OTR
- 3 Full Time COTA
- 3 Full Time SLP's
- 1 Full Time rehab tech/admin asst.

Question #25: Is there a non-complete clause with the current contract?

Answer: Yes.

Question #26: Are we able to receive the full list of bidders as promised last week?

Answer: Please see Question #12.

Question #27: I attempted to check delcopa.gov/purchasing/invitbit.html for written addenda or answers to questions, but I believe that link is just a registration form. Is there a website for me to see up-to-date documents and answers pertaining to this RFP?

Answer: After the deadline of questions and clarifications, respondents shall check the County of Delaware's website: www.delcopa.gov/purchasing/invitbid.html to receive all written addenda(s). Vendors who attended the Mandatory Pre- Proposal /Site-Visit will receive the addenda via email from Central Purchasing and a copy of same will be posted on the County's website as Addendum #2.

Question #28: Will the answers to bidder questions (due March 14) be emailed directly to all bidders?

Answer: Please See Question # 27.

Question #29: What MDS software is Fair Acres currently utilizing?

Answer: [Bluestep & SHP \(Strategic Healthcare Programs\)](#)

Question #30: What is current therapy documentation software?

Answer: [NetHealth](#)

Question #31: Please clarify 4.4.1.18 **The Vendor agrees to bill residents and/or Medicare/Medicaid or other third-party insurance for services**, is therapy provider the billing entity for Part B services?

Answer: The Vendor agrees to ensure residents treatments are covered under Medicare/Medicaid or other third-party insurance for services. In cases where residents are not eligible for reimbursement through the Medicare/Medicaid program, the Vendor agrees to obtain prior approval from the resident or his or her third party prior to initiating services. Fair Acres will be the biller of record for all services rendered.

Question #32: Is Fair Acres currently part of any ACO networks?

Answer: No

Question #33: Can Fair Acres provide vendors with Part B utilization per month for most recent 3 months as Part B units billed?

Answer:	October	MCRB 134 Residents	PT 2328	OT 1552 units	ST 321 units
		Other 22 Residents	PT 286	OT 387 units	ST 140 units
	November	MCRB 121 Residents	PT 2011	OT 1546 units	ST 426 units
		Other 25 Residents	PT 283	OT 515 units	ST 177 units
	December	MCRB 120 Residents	PT 1834	OT 1548 units	ST 370 units
		Other 27 Residents	PT 403	OT 394 units	ST 166 units

Question #34: What is Fair Acres current Part A and Part B censuses?

Answer: Supplied in previous answers to questions.

Question #35: What is Fair Acre's current average daily PDPM rate?

Answer: See Attached "Data Analytics" 14-9 below.

Question #36: Under section 4.1 PROPOSAL FORMS - REQUIRED SUBMITALS, Number 4, what is, "for a specific debt issuance" referring?

Answer: N/A

Question #37: Under section 4.4 COST PROPOSAL/PAYMENT STRUCTURE is milestone payment structure applicable?

Answer: Please refer Section 4.4, Number 1 of the RFP Document.

Question #38: What current Facility EHR and EMR systems are in place?

Answer: Bluestep & SHP (Strategic Healthcare Programs) IMAR

Question #39: What reimbursement systems/ scrubbers are presently utilized, if any?

Answer: SHP (Strategic Healthcare Programs)

Question #40: What outside consulting services currently support reimbursement and quality/ performance, if any?

Answer: Complete Healthcare Resources has a contract that provides Fair Acres with a Director of the Resident Assessment Department.

Question #41: The RFP document requests a fee schedule based upon the assumption that Fair Acres will be the biller of record for all services rendered. However, this section suggests that is not the case: *4.4.1.18 The Vendor agrees to bill residents and/or Medicare/Medicaid or other third-party insurance for services. In cases where residents are not eligible for reimbursement through the Medicare/Medicaid program, the Vendor agrees to obtain prior approval from the resident or his or her third party prior to initiating treatment.*

Does the County intend for the respondent or the facility to be the biller? Does this apply for all services, or are some to be billed by the County, and some by the provider (in which case, please specify)?

Answer: The Vendor agrees to ensure residents treatments are covered under Medicare/Medicaid or other third-party insurance for services. In cases where residents are not eligible for reimbursement through the Medicare/Medicaid program, the Vendor agrees to obtain prior approval from the resident or his or her third party prior to initiating services. Fair Acres will be the biller of record for all services rendered.

Question #42: Can you please share detailed invoicing from the past three months from the incumbent rehab services provider?

Answer: This information may be requested from the Delaware County Clerk's Office in accordance with the "Open Records Act". You may complete and submit your written OPEN REQUEST FORM on the Delaware County website using the below link: <https://delcopa.gov/clerk/openrecordsgov.html> .

Question #43: Please provide census by payer for the past three months for each, Short Term Rehab and Long-Term Care.

Answer: Supplied in previous answers to questions.

Question #44: Please provide all billed days by payor and by level or PDPM code for short term rehab (in excel format and in dollars if possible).

Answer: Supplied in previous answers to questions.

Question #45: Please provide total billed units for LTC by payor (Medicare, Managed Medicare, Private Pay, Medicaid, Other) for each of the past three months.

Answer: Supplied in previous answers to questions.

Question #46: What is the average daily rate of reimbursement for Fair Acres short term rehab patients under Medicare Part A? Under Managed Care Part A?

Answer: This information may be requested from the Delaware County Clerk's Office in accordance with the "Open Records Act". You may complete and submit your written OPEN REQUEST FORM on the Delaware County website using the below link: <https://delcopa.gov/clerk/openrecordsgov.html> .

Question #47: What is current CMI for Fair Acres?

Answer: .85

Question #48: What is the average volume of ADRs and Denials the community is currently receiving?

Answer: Supplied in previous answers to questions.

Question #49: Where available, please provide any/ all of the following reports for each of the past three months:

1. Monthly therapy utilization ("Service Summary Export" from Nethealth)
2. "PDPM Report" from NetHealth
3. "Detailed Census by Payor" Report out of PCC (or similar)

Answer: See Attached "Data Analytics" 4-9 below.

Question #50: Has FairAcres recently been involved in any regulatory or reimbursement probes or audits, and, if so, does this continue now? Please provide any related details if a probe is currently under-way.

Answer: Randomly picked for Social Security Audit. Awaiting findings.

Question #51: In addition to an Original and three copies of the response, will it protect our Original and Copies from public disclosure if we also provide a redacted copy of the Response?

Answer: County documents are subject to Right to Know laws.

Question #52: Attachment 1, Bid Bond & Consent to Surety – Is this required at bid submission, I do not see Attachment 1 or Amount?

Answer: Although not required to submit with your proposal, a Sample Bid Bond has been attached to this Addendum below. However, the successful awardee will be required to submit or provide a Performance Bond.

Question #53:

Attachment 2, Sample Performance Bond – Is this required at bid submission and if so, what is amount necessary?

Answer: No. However, the successful awardee will be required to submit or provide a Performance Bond for 100% of the total contract amount.

Question #54:

Attachment 3, Sample Contract/Agreement – Is this our typical contract or will Fair Acres supply their own?

Answer: Please See Question # 6.

*******ADDITIONAL PROPOSAL DOCUMENTS ATTACHED*******

- **DATA ANALYTICS DOCUMENTS (PDPM)**
- **APPENDIX E – INSURANCE REQUIREMENTS AND ACKNOWLEDGEMENT FORM**
- **ATTACHMENT # 1 SAMPLE BID BOND & CONSENT OF SURETY**
- **ATTACHMENT # 3 SAMPLE CONTRACT AGREEMENT**

DATA ANALYTICS DOCUMENTS (PDPM)

TABLE 5: PDPM Case-Mix Adjusted Federal Rates and Associated Indexes—URBAN
(Including the Parity Adjustment Recalibration)

PDPM Group	PT CMI	PT Rate	OT CMI	OT Rate	SLP CMI	SLP Rate	Nursing CMG	Nursing CMI	Nursing Rate	NTA CMI	NTA Rate
A	1.49	\$98.41	1.45	\$89.16	0.66	\$16.28	ES3	3.95	\$454.84	3.15	\$273.67
B	1.65	\$109.00	1.59	\$97.77	1.77	\$43.65	ES2	2.99	\$344.30	2.46	\$213.72
C	1.83	\$120.89	1.64	\$100.8	2.60	\$64.12	ES1	2.85	\$328.18	1.79	\$155.52
D	1.87	\$123.53	1.49	\$91.62	1.42	\$35.02	HDF2	2.33	\$268.30	1.29	\$112.08
E	1.38	\$91.16	1.37	\$84.24	2.28	\$56.22	HDE1	1.94	\$223.39	0.93	\$80.80
F	1.57	\$103.71	1.56	\$95.92	2.90	\$71.51	HBC2	2.18	\$251.03	0.70	\$60.82
G	1.62	\$107.02	1.60	\$98.38	1.98	\$48.83	HBC1	1.81	\$208.42	-	-
H	1.13	\$74.65	1.12	\$68.87	2.78	\$68.55	LDE2	2.02	\$232.60	-	-
I	1.10	\$72.67	1.15	\$70.71	3.43	\$84.58	LDE1	1.68	\$193.45	-	-
J	1.38	\$91.16	1.41	\$86.70	2.91	\$71.76	LBC2	1.67	\$192.30	-	-
K	1.48	\$97.77	1.50	\$92.24	3.60	\$88.78	LBC1	1.39	\$160.06	-	-
L	1.06	\$70.02	1.08	\$66.41	4.10	\$101.1	CDE2	1.82	\$209.57	-	-
M	1.24	\$81.91	1.26	\$77.48	-	-	CDE1	1.58	\$181.94	-	-
N	1.44	\$95.13	1.46	\$89.78	-	-	CBC2	1.51	\$173.88	-	-
O	1.51	\$99.75	1.51	\$92.85	-	-	CA2	1.06	\$122.06	-	-
P	1.05	\$69.36	1.06	\$65.18	-	-	CBC1	1.30	\$149.70	-	-
Q	-	-	-	-	-	-	CA1	0.91	\$104.79	-	-
R	-	-	-	-	-	-	BAB2	1.01	\$116.30	-	-
S	-	-	-	-	-	-	BAB1	0.96	\$110.54	-	-
T	-	-	-	-	-	-	PDE2	1.53	\$176.18	-	-
U	-	-	-	-	-	-	PDE1	1.43	\$164.66	-	-
V	-	-	-	-	-	-	PRC2	1.19	\$137.03	-	-
W	-	-	-	-	-	-	PA2	0.69	\$79.45	-	-
X	-	-	-	-	-	-	PBC1	1.10	\$126.67	-	-
Y	-	-	-	-	-	-	PA1	0.64	\$73.70	-	-

TABLE 6: PDPM Case-Mix Adjusted Federal Rates and Associated Indexes—RURAL
(Including the Parity Adjustment Recalibration)

PDPM Group	PT CMI	PT Rate	OT CMI	OT Rate	SLP CMI	SLP Rate	Nursing CMG	Nursing CMI	Nursing Rate	NTA CMI	NTA Rate
A	1.49	\$112.20	1.45	\$100.28	0.66	\$20.51	ES3	3.95	\$434.58	3.15	\$261.45
B	1.65	\$124.25	1.59	\$109.96	1.77	\$54.99	ES2	2.99	\$328.96	2.46	\$204.18
C	1.83	\$137.80	1.64	\$113.42	2.60	\$80.78	ES1	2.85	\$313.56	1.79	\$148.57
D	1.87	\$140.81	1.49	\$103.05	1.42	\$44.12	HDF2	2.33	\$256.35	1.29	\$107.07
E	1.38	\$103.91	1.37	\$94.75	2.28	\$70.84	HDE1	1.94	\$213.44	0.93	\$77.19
F	1.57	\$118.22	1.56	\$107.89	2.90	\$90.10	HBC2	2.18	\$239.84	0.70	\$58.10
G	1.62	\$121.99	1.60	\$110.66	1.98	\$61.52	HBC1	1.81	\$199.14	-	-
H	1.13	\$85.09	1.12	\$77.46	2.78	\$86.37	LDE2	2.02	\$222.24	-	-
I	1.10	\$82.83	1.15	\$79.53	3.43	\$106.57	LDE1	1.68	\$184.83	-	-
J	1.38	\$103.91	1.41	\$97.52	2.91	\$90.41	LBC2	1.67	\$183.73	-	-
K	1.48	\$111.44	1.50	\$103.74	3.60	\$111.85	LBC1	1.39	\$152.93	-	-
L	1.06	\$79.82	1.08	\$74.69	4.10	\$127.39	CDE2	1.82	\$200.24	-	-
M	1.24	\$93.37	1.26	\$87.14	-	-	CDE1	1.58	\$171.83	-	-
N	1.44	\$108.43	1.46	\$100.97	-	-	CBC2	1.51	\$166.13	-	-
O	1.51	\$113.70	1.51	\$104.43	-	-	CA2	1.06	\$116.62	-	-
P	1.05	\$79.07	1.06	\$73.31	-	-	CBC1	1.30	\$143.03	-	-
Q	-	-	-	-	-	-	CA1	0.91	\$100.12	-	-
R	-	-	-	-	-	-	BAB2	1.01	\$111.12	-	-
S	-	-	-	-	-	-	BAB1	0.96	\$105.62	-	-
T	-	-	-	-	-	-	PDE2	1.53	\$168.33	-	-
U	-	-	-	-	-	-	PDE1	1.43	\$157.33	-	-
V	-	-	-	-	-	-	PRC2	1.19	\$130.92	-	-
W	-	-	-	-	-	-	PA2	0.69	\$75.91	-	-
X	-	-	-	-	-	-	PBC1	1.10	\$121.02	-	-
Y	-	-	-	-	-	-	PA1	0.64	\$70.41	-	-

PDPM Monthly Reimbursement

Fair Acres Geriatric Center

From: 12/01/2022 Thru: 12/31/2022

Plan	Name	PDPM	HR#	From	Thru	Days	PT	QT	ST	Nurs	NTA	NCM	Wage Adj	Total	VPD
Medicare A PDPM	[REDACTED]	JDUE1	20200056	12/08/2022	12/28/2022	21	1,818.76	1,730.01	699.30	3,288.60	2,074.65	2,059.47	881.68	12,552.47	1
		KGKF1	20160123	12/01/2022	12/29/2022	29	2,664.51	2,514.08	1,346.47	4,414.38	1,677.07	2,844.03	1,167.88	16,628.42	4
		KEKE1	20030386	12/01/2022	12/31/2022	31	2,781.73	2,624.62	1,657.57	4,718.82	2,382.04	3,040.17	1,299.65	18,504.60	14
		IEF1	20220121	12/06/2022	12/31/2022	26	1,788.32	1,740.46	1,390.22	4,783.48	1,850.59	2,549.82	1,065.28	15,168.17	1
		KGPE1	20100082	12/14/2022	12/31/2022	18	1,673.46	1,578.96	835.74	2,562.48	1,844.13	1,765.26	774.99	11,035.02	1
		KAXD1	20170109	12/28/2022	12/31/2022	4	371.88	350.88	61.92	481.84	1,065.80	392.28	205.82	2,930.42	1
		IEMF1	20200083	12/01/2022	12/19/2022	19	1,300.48	1,265.68	1,015.93	3,287.57	1,098.77	1,863.33	742.72	10,574.48	10
		NIMF1	20210035	12/21/2022	12/21/2022	1	90.46	85.38	68.24	173.03	173.50	98.07	52.02	740.70	1
		KAKD1	20220096	12/01/2022	12/13/2022	13	1,199.31	1,131.61	201.24	1,978.86	1,385.54	1,274.91	541.74	7,713.21	13
		KDPD1	20150182	12/01/2022	12/01/2022	1	92.97	87.72	33.30	142.36	106.58	98.07	42.38	603.38	6
		KHPF1	20180033	12/01/2022	12/31/2022	31	2,850.45	2,689.52	2,020.89	4,413.16	2,024.07	3,040.17	1,286.99	18,325.25	2
		KAPF1	20220108	12/08/2022	12/28/2022	21	1,950.51	1,840.37	325.08	2,989.56	1,561.44	2,059.47	810.30	11,536.73	1
		GEPE1	20220095	12/01/2022	12/31/2022	31	2,894.32	2,661.04	1,657.57	4,413.16	2,382.04	3,040.17	1,287.73	18,336.03	31
		GEF1	20220113	12/01/2022	12/31/2022	31	2,973.67	2,734.06	1,657.57	4,413.16	1,792.73	3,040.17	1,254.82	17,866.18	22
		GAKF1	20210072	12/01/2022	12/31/2022	31	2,981.81	2,741.55	479.88	4,718.82	2,382.04	3,040.17	1,234.68	17,578.95	21
		KBKFI	20220102	12/01/2022	12/05/2022	5	448.11	422.81	207.55	761.10	289.15	490.35	197.83	2,816.90	27
		JDEF1	20030343	12/08/2022	12/11/2022	4	346.76	329.84	133.20	849.80	578.33	392.28	198.67	2,828.88	1
		ZAEF1	20030343	12/18/2022	12/31/2022	14	923.44	867.86	216.72	2,974.30	1,156.63	1,372.98	567.46	8,079.39	1
		IED1	20100188	12/01/2022	12/28/2022	28	1,893.40	1,842.70	1,497.16	5,151.44	2,984.24	2,745.96	1,217.33	17,332.23	10
		KAXE1	20180162	12/01/2022	12/05/2022	5	453.69	428.09	77.40	602.30	384.20	490.35	184.02	2,620.05	24
		JAUFI	20140199	12/09/2022	12/21/2022	13	1,126.97	1,071.98	201.24	2,035.80	1,098.80	1,274.91	514.37	7,324.07	1
		JDUE1	20140199	12/26/2022	12/31/2022	6	520.14	494.76	199.80	939.60	922.05	588.42	276.84	3,941.61	1
		Total:	Medicare A PDPM			383	33,145.15	31,233.98	15,983.99	60,093.62	31,214.39	37,560.81	15,805.20	225,037.14	

Report Total: 383 33,145.15 31,233.98 15,983.99 60,093.62 31,214.39 37,560.81 15,805.20 225,037.14

End of Report

14-9

PDP Monthly Reimbursement

Fair Acres Geriatric Center

From: 01/01/2023 Thru: 01/31/2023

Plan	Name	PDPM	HR#	From	Thru	Days	PT	OT	ST	Nurs	NTA	NCM	Wage Adj	Total	VPD
Medicare A PDPM	[REDACTED]	JE1E1	20200056	01/08/2023	01/17/2023	10	866.90	824.60	534.70	1,839.80	1,229.41	980.70	474.13	6,750.24	1
		JE1E1	20200056	01/26/2023	01/26/2023	1	69.10	67.25	53.47	173.03	230.51	98.07	52.23	743.66	1
		GAK1E1	20230010	01/12/2023	01/31/2023	20	2,035.40	1,871.40	309.60	3,044.40	1,997.81	1,961.40	847.60	12,067.61	1
		JHX1F1	20140033	01/06/2023	01/17/2023	12	1,040.28	989.52	782.28	1,445.52	1,040.97	1,176.84	489.18	6,964.59	1
		KEKE1	20030386	01/01/2023	01/31/2023	31	2,528.98	2,385.94	1,657.57	4,718.82	2,382.04	3,040.17	1,262.52	17,976.04	45
		JE1F1	20220121	01/01/2023	01/31/2023	31	1,988.76	1,935.53	1,657.57	5,703.38	1,792.73	3,040.17	1,217.56	17,335.70	27
		KGPE1	20100082	01/01/2023	01/31/2023	31	2,742.72	2,587.77	1,439.33	4,413.16	2,382.04	3,040.17	1,254.39	17,859.58	19
		MGUE1	20170068	01/25/2023	01/31/2023	7	545.30	515.76	325.01	1,096.20	998.89	886.49	314.83	4,482.48	1
		KAXD1	20170109	01/01/2023	01/13/2023	13	1,208.61	1,140.36	201.24	1,565.98	1,385.54	1,274.91	511.94	7,288.58	5
		NHPF1	20210035	01/02/2023	01/24/2023	23	2,075.15	1,958.61	1,499.37	3,274.28	1,677.10	2,255.61	962.40	13,702.52	1
		KAXD1	20160160	01/29/2023	01/31/2023	3	278.91	263.16	46.44	361.38	959.22	294.21	166.44	2,369.76	1
		KHPF1	20180033	01/01/2023	01/03/2023	3	265.90	250.88	195.57	427.08	173.49	294.21	121.41	1,728.54	33
		ODPF1	20190126	01/22/2023	01/31/2023	10	948.60	883.00	333.00	1,423.60	925.31	980.70	415.02	5,909.23	1
		GEPE1	20220095	01/01/2023	01/09/2023	9	787.69	724.23	481.23	1,281.24	691.56	882.63	366.29	5,214.87	62
		JE1E1	20230007	01/11/2023	01/12/2023	2	138.20	134.50	106.94	367.96	461.02	196.14	106.12	1,510.88	1
		JE1E1	20230007	01/16/2023	01/31/2023	16	1,105.60	1,076.00	855.52	2,943.68	1,690.45	1,569.12	698.03	9,938.40	1
		IALE1	20170035	01/27/2023	01/31/2023	5	345.50	336.25	77.40	996.55	845.21	490.35	233.53	3,324.79	1
		GEPE1	20220113	01/01/2023	01/11/2023	11	989.21	909.48	588.17	1,565.96	636.13	1,078.77	435.73	6,203.45	53
		KGXF1	20230008	01/12/2023	01/31/2023	20	1,859.40	1,754.40	928.60	2,409.20	1,503.61	1,961.40	786.82	11,203.43	1
		GAK1E1	20210072	01/01/2023	01/31/2023	31	2,705.05	2,487.09	479.88	4,718.82	2,382.04	3,040.17	1,194.56	17,007.61	52
		KANF1	20220102	01/10/2023	01/24/2023	15	1,394.55	1,315.80	232.20	2,480.40	1,214.46	1,471.05	612.54	8,721.00	1
		ZAEF1	20030343	01/01/2023	01/19/2023	19	1,228.16	1,154.25	294.12	4,036.55	1,098.77	1,863.33	730.87	10,406.05	15
		JE1E1	20180158	01/24/2023	01/31/2023	8	552.80	538.00	427.76	1,384.24	1,075.73	784.56	359.79	5,122.88	1
		JAMF1	20220029	01/28/2023	01/31/2023	4	346.76	329.84	61.92	692.12	578.33	392.28	181.38	2,582.63	1
		KDXE1	20180038	01/06/2023	01/11/2023	6	557.82	526.32	199.80	722.76	922.05	588.42	265.68	3,782.85	1
		KDPF1	20230004	01/09/2023	01/15/2023	7	650.79	614.04	233.10	996.52	751.82	686.49	297.05	4,229.81	1
		JEUF1	20230004	01/20/2023	01/31/2023	12	829.20	807.00	641.64	1,879.20	1,040.97	1,176.84	481.50	6,856.35	1
		KDKE1	20200076	01/02/2023	01/13/2023	12	1,115.64	1,052.64	399.60	1,826.64	1,383.09	1,176.84	525.36	7,479.81	1
		KAPE1	20220076	01/27/2023	01/31/2023	5	464.85	438.60	77.40	711.80	845.21	490.35	228.73	3,256.94	1
		JDUE1	20140199	01/01/2023	01/10/2023	10	866.90	824.60	333.00	1,566.00	768.40	980.70	403.40	5,743.00	7
		Total:	Medicare A PDPM			387	32,532.73	30,696.82	15,453.43	60,066.27	35,063.91	37,953.09	15,997.03	227,763.28	

PPS Billing PDDPM

March 15, 2023

Sites Selected: Fair acres Geriatric Center
 Payers Selected: All
 Date Range: 12/15/2022-3/15/2023
 Day Count: PPS Days

Operating Unit: Fair acres Geriatric Center	Payer Type	PPS Track Dates	Reason	Date Range	Days	Covered Days	ARD	PT/OT	SLP	Nursing	NTA	HIPPS	Therapy
MCA		12/09/2022 - 12/28/2022	5-Day	12/15/2022 - 12/28/2022	14	14	12/12/2022	TA	SG			AG**1	Therapy
MCA		01/10/2023 - 01/19/2023	5-Day	01/10/2023 - 01/19/2023	10	10	01/11/2023	TA	SF			AF**1	Therapy
MCA		01/27/2023 - 01/27/2023	5-Day	01/27/2023 - 01/27/2023	1	1	01/27/2023	TI	SE			IE**1	Therapy
MCA		01/12/2023 - 03/08/2023	5-Day	01/12/2023 - 03/08/2023	56	56	01/17/2023	TG	SA	LDE1	NE	GAIE1	Therapy
MCA		11/29/2022 - 12/30/2022	5-Day	12/15/2022 - 12/30/2022	16	16	11/30/2022	TG	SD			GD**1	Therapy
MCA		03/02/2023 - 06/09/2023	5-Day	03/02/2023 - 03/15/2023	14	14	03/06/2023	TG	SE			GE**1	Therapy
MCA		01/06/2023 - 01/13/2023	5-Day	01/06/2023 - 01/13/2023	8	8	01/09/2023	TG	SE			GE**1	Therapy
MCA		11/20/2022 - 02/25/2023	5-Day	12/15/2022 - 02/25/2023	73	73	11/22/2022	TK	SE	LDE1	NE	KEIE1	Therapy
MCA		12/06/2022 - 02/17/2023	5-Day	12/15/2022 - 02/17/2023	65	65	12/09/2022	TI	SE	HDE1	NF	IEEF1	Therapy
MCA		12/15/2022 - 02/10/2023	5-Day	12/15/2022 - 02/10/2023	58	58	12/16/2022	TK	SE	PA1	NE	KEYE1	Therapy
MCA		02/06/2023 - 02/27/2023	5-Day	02/06/2023 - 02/27/2023	22	22	02/09/2023	TL	SA	PBC1	NE	LAXE1	Therapy
MCA		01/26/2023 - 05/05/2023	5-Day	01/26/2023 - 03/15/2023	49	49	01/30/2023	TM	SG	PDE1	NC	MGUC1	Therapy
MCA		02/02/2023 - 02/06/2023	5-Day	02/02/2023 - 02/06/2023	5	5	02/03/2023	TK	SD	PA1	NE	KDYE1	Therapy
MCA		02/15/2023 - 05/25/2023	5-Day	02/15/2023 - 03/15/2023	29	29	02/17/2023	TK	SD	PA1	NC	KDYC1	Therapy
MCA		12/28/2022 - 01/12/2023	5-Day	12/28/2022 - 01/12/2023	16	16	01/03/2023	TG	SA			GA**1	Therapy
MCA		02/06/2023 - 03/06/2023	5-Day	02/06/2023 - 03/06/2023	29	29	02/09/2023	TK	SE	PA1	NF	KEYF1	Therapy
MCA		03/09/2023 - 06/16/2023	5-Day	03/09/2023 - 03/15/2023	7	7	03/15/2023	TA	SF			AF**1	Therapy
MCA		11/23/2022 - 12/19/2022	5-Day	12/15/2022 - 12/19/2022	5	5	11/28/2022	TA	SE			AE**1	Therapy
MCA		02/02/2023 - 03/08/2023	5-Day	02/02/2023 - 03/08/2023	35	35	02/07/2023	TJ	SD	HDE1	NF	JDEF1	Therapy
MCA		01/03/2023 - 01/23/2023	5-Day	01/03/2023 - 01/23/2023	21	21	01/05/2023	TD	SF			DF**1	Therapy
MCA		02/07/2023 - 05/17/2023	5-Day	02/07/2023 - 03/15/2023	37	37	02/10/2023	TK	SA	PDE2	NE	KATE1	Therapy
MCA		02/22/2023 - 06/01/2023	5-Day	02/22/2023 - 03/15/2023	22	22	02/27/2023	TG	SG	LBC1	NE	GGKE1	Therapy

Non-Therapy days will be displayed in BOLD.

This document contains Protected Health Information (PHI) and therefore must be disposed of properly.

PSS Billing PDDPM

March 15, 2023

Sites Selected: Fair acres Geriatric Center
 Payers Selected: All
 Date Range: 12/15/2022-3/15/2023
 Day Count: PSS Days

Operating Unit: Fair acres Geriatric Center	Payer Type	PSS Track Dates	Reason	Date Range	Days	Covered Days	ARD	PT/OT	SLP	Nursing	NTA	HIPPS	Therapy
MCA		02/02/2023 - 03/07/2023	5-Day	02/02/2023 - 03/07/2023	34	34	02/07/2023	TK	SG	PDE2	NE	KGTE1	Therapy
MCA		01/30/2023 - 01/30/2023	5-Day	01/30/2023 - 01/30/2023	1	1	01/30/2023	TA	SA			AA**1	Therapy
MCA		12/01/2022 - 01/03/2023	5-Day	12/15/2022 - 01/03/2023	20	20	12/02/2022	TI	SD			ID**1	Therapy
MCA		12/09/2022 - 12/28/2022	5-Day	12/15/2022 - 12/28/2022	14	14	12/12/2022	TD	SE			DE**1	Therapy
MCA		01/23/2023 - 01/31/2023	5-Day	01/23/2023 - 01/31/2023	9	9	01/24/2023	TI	SA			IA**1	Therapy
MCA		11/02/2022 - 01/09/2023	5-Day	12/15/2022 - 01/09/2023	26	26	11/04/2022	TG	SD			GD**1	Therapy
MCA		01/11/2023 - 01/12/2023	5-Day	01/11/2023 - 01/12/2023	2	2	01/11/2023	TC	SE			CE**1	Therapy
MCA		01/17/2023 - 02/14/2023	5-Day	01/17/2023 - 02/14/2023	29	29	01/19/2023	TI	SE	HBC1	NE	IEGE1	Therapy
MCA		03/09/2023 - 06/16/2023	5-Day	03/09/2023 - 03/15/2023	7	7	03/15/2023	TK	SA			KA**1	Therapy
MCA		11/10/2022 - 01/11/2023	5-Day	12/15/2022 - 01/11/2023	28	28	11/15/2022	TH	SC			HC**1	Therapy
MCA		01/11/2023 - 02/01/2023	5-Day	01/11/2023 - 02/01/2023	22	22	01/17/2023	TK	SG	HBC1	NF	KGGF1	Therapy
MCA		01/10/2023 - 02/18/2023	5-Day	01/10/2023 - 02/18/2023	40	40	01/15/2023	TG	SA	LBC1	NE	GAKET1	Therapy
MCA		01/11/2023 - 01/24/2023	5-Day	01/11/2023 - 01/24/2023	14	14	01/13/2023	TF	SE			FE**1	Therapy
MCA		02/13/2023 - 05/23/2023	5-Day	02/13/2023 - 03/15/2023	31	31	02/16/2023	TK	SD	PA1	NE	KDVE1	Therapy
MCA		12/19/2022 - 01/19/2023	5-Day	12/19/2022 - 01/19/2023	32	32	12/20/2022	TE	SA			EA**1	Therapy
MCA		01/25/2023 - 05/04/2023	5-Day	01/25/2023 - 03/15/2023	50	50	01/27/2023	TI	SE	PA1	NE	IEYE1	Therapy
MCA		01/30/2023 - 05/09/2023	5-Day	01/30/2023 - 03/15/2023	45	45	02/01/2023	TL	SD	LDE2	NF	LDHF1	Therapy
MCA		01/06/2023 - 01/10/2023	5-Day	01/06/2023 - 01/10/2023	5	5	01/09/2023	TH	SD			HD**1	Therapy
MCA		03/02/2023 - 06/09/2023	5-Day	03/02/2023 - 03/15/2023	14	14	03/06/2023	TI	SH			IH**1	Therapy
MCA		11/23/2022 - 12/28/2022	5-Day	12/15/2022 - 12/28/2022	14	14	11/28/2022	TA	SE			AE**1	Therapy
MCA		01/09/2023 - 01/17/2023	5-Day	01/09/2023 - 01/17/2023	9	9	01/12/2023	TH	SD			HD**1	Therapy
MCA		01/20/2023 - 02/06/2023	5-Day	01/20/2023 - 02/06/2023	18	18	01/23/2023	TI	SE	HDE2	NF	IEDF1	Therapy

Non-Therapy days will be displayed in BOLD.

This document contains Protected Health Information (PHI) and therefore must be disposed of properly.

PPS Billing PDDPM

March 15, 2023

Sites Selected: Fair acres Geriatric Center

Payers Selected: All

Date Range: 12/15/2022-3/15/2023

Day Count: PPS Days

Operating Unit: Fair acres Geriatric Center

Patient Name	Payer Type	PPS Track Dates	Reason	Date Range	Days	Covered Days	ARD	PT/OT	SLP	Nursing	NTA	HIPPS	Therapy
	MCA	01/02/2023 - 01/03/2023	5-Day	01/02/2023 - 01/03/2023	2	2	01/03/2023	TA	SA			AA**1	Therapy
	MCA	03/02/2023 - 06/09/2023	5-Day	03/02/2023 - 03/15/2023	14	14	03/06/2023	TK	SA			KA**1	Therapy
	MCA	02/16/2023 - 05/26/2023	5-Day	02/16/2023 - 03/15/2023	28	28	02/22/2023	TO	SD	PDE1	NF	ODUF1	Therapy
	MCA	01/30/2023 - 03/07/2023	5-Day	01/30/2023 - 03/07/2023	37	37	01/31/2023	TK	SA	PA1	NE	KAYE1	Therapy
	MCA	03/02/2023 - 06/09/2023	5-Day	03/02/2023 - 03/15/2023	14	14	03/02/2023	TC	SH			CH**1	Therapy
MCA	12/27/2022 - 01/10/2023	5-Day	12/27/2022 - 01/10/2023	15	15	12/28/2022	TA	SF			AF**1	Therapy	
Total Days:					1166	1166							

Non-Therapy days will be displayed in BOLD.

This document contains Protected Health Information (PHI) and therefore must be disposed of properly.

Net Health® Last Updated: 11/20/2020

Generated: 3/15/2023 3:27:40 PM

Rehab Stats

March 15, 2023

Fair across Geriatric Center					
Medicare Part-A Stats					
PDPm	Dec-22		Jan-23		Avg
	Therapy PDPm Days	343	346	407	333
Non Therapy PDPm Days	0	0	0	0	
Total PDPm Days	343	346	407	333	
Therapy PDPm Percentage	100.0%	100.0%	100.0%		
Rehab Admissions	8	17	9	12	
Rehab Discharges	12	16	8	12	
Total Patients	19	26	22	21	
Treatment Visits	364	419	516	406	
Average Length of Stay	20.92	19.06	29.88	24.96	
Average Visits/Week	86.94	94.61	130.00	94.35	
Individual	11,909	13,345	15,751	12,839	
Concurrent	0	0	0	0	
Group	0	0	0	0	
Group Percentage	0.0%	0.0%	0.0%	0.0%	
Average Minutes/Week	2,689.13	3,013.39	3,937.75	2,963.03	
Average Minutes/Visit	30.93	31.85	30.29	31.46	
Medicare Part-B Stats					
Patients	Dec-22		Jan-23		Avg
	PT	67	75	60	74
OT	71	55	63	64	
ST	41	34	32	36	
Total *	131.0	121.0	111.0	125.8	
Visits	Dec-22		Jan-23		Avg
	PT	687	770	594	764
OT	656	456	530	595	
ST	403	254	226	275	
Total	1,746	1,480	1,350	1,634	
Visits/Patient	Dec-22		Jan-23		Avg
	PT	10.3	10.3	9.9	10.3
OT	9.2	8.3	8.4	9.3	
ST	9.8	7.5	7.1	7.6	
Total	13.3	12.2	12.2	13.0	

Rehab Stats

March 15, 2023

Units	Dec-22		Jan-23		Feb-23		Avg
	PT	OT	ST	Total	Avg		
Units/Week	2,032	2,201	1,647	2,135			
	OT	1,702	1,189	1,396	1,582		
	ST	432	270	251	295		
	Total	4,166	3,660	3,234	4,011		
	PT	3.0	2.9	2.8	2.8		
	OT	2.6	2.6	2.5	2.7		
	ST	1.1	1.1	1.1	1.1		
	Total	2.4	2.5	2.4	2.5		
Units/Week	PT	456.9	497.0	411.8	490.8		
	OT	384.4	268.5	334.0	364.0		
	ST	97.6	61.0	62.8	67.8		
	Total	940.7	826.5	808.5	922.6		
Managed Care Stats	Dec-22	Jan-23	Feb-23	Avg			
Patients - Managed Care Part A	2	3	2	2			
Visits - Managed Care Part A	21	43	50	42			
Visits/Week - Managed Care Part A	4.74	9.71	12.50	9.79			
Patients - Managed Care Part B	20	16	12	17			
Visits - Managed Care Part B	293	320	158	323			
Visits/Week - Managed Care Part B	66.16	72.48	39.75	74.46			
Medicaid Stats	Dec-22	Jan-23	Feb-23	Avg			
Patients	16	16	16	18			
Treatment Minutes	7,683	8,516	7,086	10,455			
Visits	215	234	191	286			
Treatment Minutes/Visit	35.7	36.4	37.1	36.7			
Visits/Patient	13.4	14.6	11.9	16.0			
Visits/Week	48.6	52.8	47.8	55.8			
Other Payer Stats	Dec-22	Jan-23	Feb-23	Avg			
Patients - Other Payer	1	0	1	3			
Visits - Other Payer	1	0	2	7			
Visits/Week - Other Payer	0.2	0.0	0.5	1.6			
Other Stats	Dec-22	Jan-23	Feb-23	Avg			
Billable NPC Hours	0	0	0	0			

- 3. 1) 424
- 2) 12
- 3) 1
- 4). 380
- 5). 30
- 6). See attached as 3.6
- 7) 3752
- 8). \$120,000
- 9). 963
- 10). \$2.5 million

4. written

- 14. 1). Encore
- 2) not available
- 3). 424
- 4). M'Care 12, MA 350, Private 35
- 5) 1834
- 6). 1548
- 7). 370
- 8). Unavailable
- 9). See attached as 14.9

29. Blue Step

31. answered

33.	October	MCRB	134 Residents	PT	2328 units	OT	1552 units	ST	321 units
		Other	22 Residents	PT	286 units	OT	387 units	ST	140 units
	November	MCRB	121 Residents	PT	2011 units	OT	1546 units	ST	426 units
		Other	25 Residents	PT	283 units	OT	515 units	ST	177 units
	December	MCRB	120 Residents	PT	1834 units	OT	1548 units	ST	370 units
		Other	27 Residents	PT	403 units	OT	394 units	ST	166 units

34. A = 20, B=120

35. see 14-9

COUNTY OF DELAWARE
INSURANCE REQUIREMENTS AND ACKNOWLEDGEMENT FORM

Certificate(s) of Insurance shall be filed with the County's Clerk's Office upon award of contract by the County Council.

1.1 The selected firm shall, at its sole cost and expense, procure and maintain in full force and effect covering the performance of the services rendered under this agreement, insurance in the types and minimum limits specified below. In addition to the insurance coverage and limits listed herein, the selected firm shall obtain any other insurance coverage as may be required by law.

1.1.1 Medical Professional Liability Insurance:

1.1.1.1 Limit of Liability: \$5,000,000 per claim and \$10,000,000 in the aggregate.

1.1.1.2 If the selected firm is a Medical Professional, the selected firm shall ensure that all conditions are met for eligibility for MCARE fund coverage.

1.1.1.3 Coverage for incidents, occurrences and claims happening during the performance of services required under this agreement shall be maintained in full force and effect under the policy. The policy shall be renewed for a period of three years after its naturally expiration. In the event the policy is cancelled or non-renewed without replacement the selected firm shall purchase a three year "tail coverage/extended reporting period endorsement."

1.1.2 General Liability Insurance:

1.1.2.1 Limits of Liability: \$1,000,000 per occurrence and \$2,000,000 aggregate.

1.1.2.2 Coverage: Insurance Services Offices (ISO) Commercial General Liability form CG 00 01 04 13 or its equivalent covering Premise operations, blanket contractual liability for insured contracts, personal injury liability, products and completed operations, independent contractors, employees and volunteers acting under the direction of firm in the furtherance of its business as insured, joint liability, and broad form property damage (including completed operations).

1.1.3 Workers' Compensation and Employers' Liability Insurance:

1.1.3.1 Limits of Liability: Statutory Limits for Workers Compensation and for Employers Liability \$1,000,000 bodily injury by accident/\$1,000,000 disease policy limit/\$1,000,000 disease per employee.

1.1.3.2 The Workers Compensation insurer must be licensed to do business in the state of Pennsylvania.

1.1.4 Automobile Liability:

1.1.4.1 Limit of Liability: \$1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability.

1.1.4.2 Coverage: Owned, non-owned and hired vehicles.

1.1.4.3 The selected firm shall ensure that all staff operating said vehicles are licensed drivers and properly insured.

1.1.5 Umbrella Excess Liability:

1.1.5.1 Limit of Liability: \$5,000,000 in the aggregate and per occurrence.

1.1.5.2 Coverage provided shall be follow form over auto liability, general liability, and employers liability.

1.1.6 Abuse/Sexual Molestation and Corporal Punishment Liability Insurance: 30

1.1.6.1 Limit of Liability: \$1,000,000 per occurrence; \$3,000,000 in the aggregate.

1.2 All insurance provided for in this section shall be obtained under valid and enforceable policies issued by insurers of recognized responsibility which are licensed to do business in the Commonwealth of Pennsylvania. Certificates of Insurance evidencing the existence of such insurance shall be submitted to the County upon execution of the contract by the selected firm. If the term of this contract coincides with the term of the selected firm's insurance coverage, a Certificate from the expiring policy will be accepted, but a Certificate evidencing renewed coverage of a new policy must be presented to the County no later than 5 days after the effective date of the policy.

1.3 Each policy except for the Workers Compensation and Medical Professional Liability policies shall contain an endorsement naming Fair Acres Geriatric Center and the County of Delaware as an Additional Insured party thereunder on a primary and noncontributory basis; Each policy except for the Medical Professional Liability policy shall provide for waiver of subrogation in favor of Fair Acres and The County. Each policy shall contain an endorsement providing 30 calendar days prior written notice be given to The County in the event coverage is canceled or non-renewed or coverage reduced.

1.4 If the selected firm desires to self-insure any or all of the coverages listed in this section, it shall provide to the County documentation that such self-insurance has received all the approvals required by law or regulations, as well as the most recent audited financial statement of the selected firm's insurance. Any coverage which is self-insured shall provide the same coverage limits and benefits as the coverages listed in this section.

1.5 If the selected firm fails to obtain or maintain the required insurance, the County shall have the right to treat such failure as a material breach of the contract and to exercise all appropriate rights and remedies.

1.6 The selected firm shall include all subcontractors as insureds under its policies or furnish separate Certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated in this agreement.

1.7 The firm agrees to defend indemnify and hold harmless Fair Acres Geriatric Center, The County of Delaware and their respective officials, officers and employees for all bodily injury (including death), personal injury and property damage arising from the negligent acts, errors or omissions and breaches of duty under the service agreement committed by the firm, its officers, employees or agents.

Contract Approval

A Certificate of Insurance is required evidencing all required insurance coverage as provided above with any required endorsements attached so as to evidence their inclusion in the coverage. The Certificate of Insurance is due before the Contract can be approved. The following format is required:

List **Rehabilitation (Occupational, Physical, Speech Therapy) Services, CCRFP #eFAC-040523-2** as the Scope of Services the certificate covers in the Description of Operations section.

The following address must appear in the Certificate Holder section:

County of Delaware
County Clerk's Office
201 W. Front St.
Media, PA 19063

The Producer's contact person's name, phone number and e-mail address is required.

Acknowledgement of Insurance Requirement:

(Signature)

(Date)

(Printed Name and Title)

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, _____ of _____,
 As Principal, hereinafter referred to as Principal, and _____ Company, a
 Corporation organized under the laws of the State of _____, with its home office in the city
 and state of _____, as Surety and hereinafter referred to as Surety, are held and firmly
 bound unto the County of Delaware as Obligee, hereinafter referred to as the County of Delaware, in the sum
 of _____ dollars (\$ _____) for the payment of which sum we as Principal
 and Surety bind ourselves and our legal representatives and successors, jointly and severally, by this instrument.

WHEREAS, Principal is herewith submitting its proposal for:

Specified in the County of Delaware Contract Number _____

IT IS THEREFORE the condition of this obligation that if the Principal shall be awarded the contract and fails within ten (10) days of the award to enter into a formal contract and give such good and sufficient bond as may be required to secure the performance of the terms and conditions of the contract, then the Principal and the amount for which the County of Delaware contracts with another party to perform the work if the later sum is in excess of the former.

If the Principal shall be awarded the contract and within ten (10) days, enters into a formal contract and gives such good and sufficient bond as may be required to secure the performance of the terms and conditions of the contract, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

IN WITNESS WHEREOF, we have hereunto set our hands this ____ day of _____, 20____.

Principal _____

By _____
Title

Surety _____

Address _____

By _____
Attorney in Fact

AGREEMENT FOR SERVICES

BID/RFP TITLE

(PROJECT NUMBER)

This Agreement for Services ("Agreement") made and entered into effect, the ____ day of __ 20 __, by and between the County of Delaware, 201 West Front Street, Media, PA 19063, hereafter referred to as "County", and Contractor's Business Name and Business Address hereafter referred to as "Contractor".

I. Background

County wishes to obtain goods and/or services as described in Exhibit "A" to this Agreement (the "Goods and Services"), the Contractor desires to provide the Services to the County, and the County has agreed to retain the Contractor to provide the Goods and Services to the County.

II. Duties/Tasks

- A. Contractor shall perform the Services in accordance with the terms and conditions set forth in this Agreement, in the attached "TERMS AND CONDITIONS" (including any addendum thereto) and in Exhibit "A" (hereinafter referred to as the submitted proposal) which is attached hereto and made a part hereof.
- B. It is expressly acknowledged by the parties that the County and Contractor are independent contracting parties. Nothing in this Agreement shall be construed to create a principal/agent, employer/employee, or partnership or joint venture relationship. Contractor shall be responsible for paying any taxes applicable to payments made under this Agreement.
- C. Contractor certifies, for itself and all its permitted subcontractors, that as of the date of its execution of this Agreement, that neither Contractor, nor any subcontractor, nor any suppliers are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if Contractor cannot so certify, then it agrees to submit a written explanation of why such certification cannot be made. Contractor also certifies, that as of the date of its execution of the Agreement, it has no tax liabilities or other Commonwealth obligations. A current list of suspended and debarred entities can be obtained by contacting: Department of General Services, Office of Chief Counsel, 603 North Office Building, Harrisburg, PA 17125, Telephone No. (717) 783-6472 / FAX No. (717) 787-9138.
- D. Contractor shall maintain books, records, documents, correspondence, and other data pertaining to the costs and expenses of the Agreement, to the extent and in such detail as will properly reflect all costs, direct and operating of materials, equipment, supplies, and services, and other costs and expenses of whatever nature for which funding has been provided under the provisions of the Agreement. The books and records shall be maintained in accordance with generally accepted accounting principles and subject to inspection upon reasonable request of the County. Contractor agrees to require any permitted subcontractors to comply with the record keeping and retention requirements of this paragraph.

III. Term and Termination

- A. The term of this Agreement shall be as set forth in the attached TERMS AND CONDITIONS and in Exhibit "A" to this Agreement.
- B. This Agreement may be terminated before the end of the term as follows:

- (1) The County may terminate this Agreement without cause by giving thirty (30) days written notice to the Contractor.
 - (2) County may terminate this Agreement immediately by giving written notice of termination to the Contractor and without prejudice to any other rights or remedies the County may have if Contractor breaches any of its material obligations under this Agreement and does not cure the breach within five (5) business days after Contractor's receipt of County's notice of the breach, which notice shall specify in reasonable detail the nature of the breach. Contractor may terminate this Agreement immediately by giving written notice of termination to County and without prejudice to any other rights or remedies Contractor may have, if County breaches any of its material obligations under this Agreement and does not cure the breach within five (5) business days after County's receipt of Contractor's notice of the breach, which notice shall specify in reasonable detail the nature of the breach.
 - (3) This Agreement and all rights of Contractor hereunder shall terminate upon the completion of the duties as defined in Exhibit "A". If this Agreement is terminated for any reason, the County shall not be liable for any damages, claims, losses, or any other amounts arising from or related to such termination. Contractor's fees shall only be payable as accrued through the date of termination.
- IV. Payment/Compensation - Payments shall be made to the Contractor at the PRICE BID, on a monthly basis for all work performed during corresponding month. Contractor agrees to reimburse County for overpayments resulting from any reason, including but not limited to errors, contract limitations, actual or audited cost adjustments or non-compliance with applicable policies and procedures.
- A. Contractor shall receive the compensation set forth in Exhibit "A" as payment for all the Goods and Services provided by Contractor pursuant to this Agreement.
 - B. The total payments due under this Agreement for all Goods and Services provided by Contractor pursuant to this Agreement shall not exceed \$ _____ set forth in Exhibit "A".
 - C. After execution of this Agreement by Contractor and the County, each month after receipt of the Contractor's Invoice, with respect to Goods and Services performed in the prior month, the County will pay the Contractor the amounts due under this Agreement as set forth in Exhibit "A". Contractor shall submit monthly invoices within thirty (30) days from the last day of the month within which the work is performed and/or goods delivered. The final invoice shall be submitted within forty-five (45) days of this Agreement's termination date. County will neither honor nor be liable for invoices not submitted in compliance with the time requirements in this paragraph unless County agrees otherwise in writing. Contractor shall be paid only for Goods and Services acceptable to County. County will pay Contractor undisputed amounts due under this Agreement within forty-five (45) days of receipt of each invoice.
- V. Miscellaneous.
- A. Any provision of this Agreement which is in violation of any State or Federal law or regulation shall be deemed amended to conform with such law or regulation, except that if such change would materially and substantially alter the obligations of the parties under the Agreement.
 - B. All government and business information disclosed by County to Contractor in connection with this Agreement shall be treated as confidential information unless it is or later becomes publicly available through no fault of Contractor, or it was or later is rightfully developed or obtained by Contractor from independent sources free from any duty of confidentiality. County's confidential information shall be held in strict confidence by Contractor and shall not be used or disclosed by Contractor for any purpose except as reasonably necessary to implement or perform the Agreement, or except as required by law or governmental agency, provided that County is given a reasonable opportunity to obtain a protective order at its cost and expense.

IN WITNESS WHEREOF, intending to be legally bound, the parties hereto have executed this Agreement to be effective at the beginning of the Term as provided.

OWNER:

COUNTY OF DELAWARE, PENNSYLVANIA

Delaware County Council – Chair

ATTEST:

County Clerk

CONTRACTOR:

CONTRACTOR'S BUSINESS NAME

Name & Title of Person Authorized to Sign Contract

ATTEST:

Secretary or Assistant Secretary

SAMPLE

TERMS AND CONDITIONS

1. Bids may be withdrawn upon receipt of a written request prior to the stated due date and time. If a firm/company seeks to withdraw a bid after the due date and time, the firm must present a notarized statement indicating that an error was made, with an explanation of how it occurred. The withdrawal request must be accompanied by documentation supporting the claim. Prior to approving or disapproving the request, an opinion will be obtained from the County's Solicitor indicating whether the firm is bound by its bid submittal.

Bids for projects that are solicited pursuant to the Pennsylvania Code § 62-5-512.f and Delaware County Code § 6-28 may be withdrawn as follows:

The County must advise Bidders in the invitation to bid of the number of days that Bidders will be required to honor their bids. If a Bidder is not selected within sixty (60) days of opening the bids, any Bidder that is determined by the governmental entity to be unlikely of being selected for contract award will be released from the bid.

2. The County shall be the sole judge of the quality and the applicability of all bids. Design, features, overall quality, local facilities, terms and other pertinent considerations will be taken into account in determining acceptability.
3. The Contractor must assume full responsibility for delivery of all goods and services proposed.
4. The Contractor must assume full responsibility for replacement of all defective or damaged goods and/or performance of contracted services within thirty (30) days' notice by the County of such defect, damage or deficiency.
5. The Contractor must assume full responsibility for providing warranty service on all goods, materials, or equipment provided to the County with warranty coverage. Should a vendor be other than the manufacturer, the Contractor, not the County, is responsible for contacting the manufacturer. The Contractor is solely responsible for arranging for the service to be performed.
6. The Contractor shall be responsible for the proper training and certification of personnel used in the performance of the services proposed.
7. The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of any contract resulting from the invitation to bid or of any of its rights, title or interest therein without prior written consent of the County.
8. In case of default by the Contractor, the County may procure the articles or services from another source and hold the Contractor responsible for any resultant excess cost.
9. All bids submitted to County of Delaware are subject to the Commonwealth of Pennsylvania's Right to Know Law (RTKL), 65 P. S. §§ 67.101-67.3104, and the County's interpretation thereof.
10. The quantity of goods and/or services indicated on the foregoing Contract pages is approximate and for estimating purposes only.
11. The Contract period for **BID/RFP TITLE** is (ENTER NUMBER OF YEARS) (#) years, with an option to extend for up to (ENTER NUMBER OF YEARS) (#) one (1) year periods and will begin **MONTH, DAY, YEAR, and end MONTH, DAY, YEAR.**

12. The Contract shall be awarded on the total of all items; therefore, bidder must bid on each part of said items for this bid to be considered.
13. However, if the Contract is awarded on a fixed but not a firm price, the County then will honor price increases or decreases during the Contract period, but only when said increases or decreases originate with the manufacturers' or contractors' source of supply, and then only when properly documented to the County with supporting data as evidence thereof.
14. If indicated below, the Contractor must furnish a Surety Bond, satisfactory to the County in the amount of One Hundred Percent (100%) of the contract price, conditioned on the faithful performance of the entire contract. If the Contractor shall fail to execute a Contract and Bond as set forth in the Specifications and General Conditions, deposit shall be forfeited as liquidated damages. **Applicable: [YES/NO].**
15. The Contractor, must deduct the Manufacturer's Excise Tax, if any, which the County as a political sub-division is exempt from paying.
16. The Contractor, shall not include any allowance for the Pennsylvania State Sales Tax, if any, which the County is also exempt from paying.

SAMPLE

ADDENDUM:

Attach Addendum Here If Any

SAMPLE

EXHIBIT A

SERVICES

BID/RFP TITLE

(PROJECT NUMBER)

SPECIFICATIONS AND GENERAL CONDITIONS

SAMPLE

EXHIBIT B
COMPENSATION

The County of Delaware agrees to compensate the Contractor as follows:

The County of Delaware agrees to compensate Contractor for all services performed under this Agreement in an amount not to exceed \$_____, which is the estimated cost for goods and services for a period of ____ years. The (unit/monthly, annual, etc.) price(s) are as provided below:

SAMPLE