

CONTRACT DOCUMENTS

***City of Lincoln
Nebraska***

**In-Home Services for the Elderly
Primary Award
Bid No. 14-261**

**Elite Professionals Home Care Company
& Elite Services LLC
3901 Faulkner Drive
Lincoln, NE 68516
(402)464-2422**

City of Lincoln, Nebraska Contract Terms

THIS CONTRACT, made and entered into by and between **Elite Professionals Home Care Company & Elite Services LLC, 3901 Faulkner Drive, Lincoln, NE 68516** hereinafter called Contractor, and the City of Lincoln, Nebraska, a municipal corporation, hereinafter called the City.

WHEREAS, the City has caused to be prepared, in accordance with law, Specifications, Plans, and other Contract Documents for the Work herein described, and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said Work, to-wit:

In-Home Services for the Elderly - Primary Award, Bid No. 14-261

and,

WHEREAS, the Contractor, in response to such advertisement, has submitted to the City, in the manner and at the time specified, a sealed Proposal/Supplier Response in accordance with the terms of said advertisement; and,

WHEREAS, the City, in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the Proposals/Supplier Responses submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the Contractor's Proposal/Supplier Response, a copy thereof being attached to and made a part of this Contract;

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the mutual covenants herein contained, the Contractor and the City have agreed and hereby agree as follows:

1. The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) execute and complete all Work included in and covered by the City's award of this Contract to the Contractor, such award being based on the acceptance by the City of the Contractor's Proposal, or part thereof, as follows:

Agreement to full proposal

2. The City agrees to pay to the Contractor for the performance of the Work embraced in this Contract, the Contractor agrees to accept as full compensation therefore, the following sums and prices for all Work covered by and included in the Contract award and designated above, payment thereof to be made in the manner provided by the City:

The City will pay for products/services, according to the Contractors Proposal/Supplier Response and the revised pricing per Attachment A, copies thereof being attached to and made a part of this Contract, for estimated annual expenditures of \$70,000.00.

3. **EQUAL EMPLOYMENT OPPORTUNITY**: In connection with the carrying out of this project, the Contractor shall not discriminate against any employee, applicant for employment, or any other person because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.

4. **E-VERIFY:** In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section.

5. **TERMINATION.** This Contract may be terminated by the following:
 - 5.1) **Termination for Convenience.** Either party may terminate this Contract upon thirty (30) days written notice to the other party for any reason without penalty.
 - 5.2) **Termination for Cause.** The City may terminate the Contract for cause if the Contractor:
 - 5.2.1) Refuses or fails to supply the proper labor, materials and equipment necessary to provide services and/or commodities.
 - 5.2.2) Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
 - 5.2.3) Otherwise commits a substantial breach or default of any provision of the Contract Document. In the event of a substantial breach or default the City will provide the Contractor written notice of said breach or default and allow the Contractor ten (10) days from the date of the written notice to cure such breach or default. If said breach or default is not cured within ten (10) days from the date of notice, then the contract shall terminate.

6. **INDEPENDENT CONTRACTOR:** It is the express intent of the parties that this contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the City and employees of the City shall not be deemed to be employees of the Contractor. The Contractor and the City shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the City's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.

7. **PERIOD OF PERFORMANCE:** The term of the Contract shall be for a period of three (3) years beginning February 1, 2015 through January 31, 2018, with the option to renewal for one (1) additional two (2) year term.

8. The Contract Documents comprise the Contract, and consist of the following:
 1. Contract Terms
 2. Accepted Proposal\Supplier Response
 3. Attachment A
 4. Specifications
 5. Addendum No. 1
 6. Appendix A
 7. Sliding Fee Scale
 8. Federal Documents
 9. Instructions to Proposers
 10. Insurance Requirements
 11. Sales Tax Exemption Forms 13

The herein above mentioned Contract Documents form this Contract and are a part of the Contract as if hereto attached.

The Contractor and the City hereby agree that all the terms and conditions of this Contract shall by these presents be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Contractor and the City do hereby execute this contract.

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

City Clerk

Teresa J. Mc...



CITY OF LINCOLN, NEBRASKA

Chris Beutler, Mayor

[Signature]

Approved by:

Resolution No.

A-88751

Dated

2/5/15

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

Secretary

(SEAL)

Elite Services LLC
Elite Professionals Home Care Co.

Name of Corporation

Address

3901 Faulkner Dr. Lincoln, NE 68516

By:

Duly Authorized Official

Legal Title of Official

[Signature]
Billmy Payroll Mgr.

IF OTHER TYPE OF ORGANIZATION:

Name of Organization

Type of Organization

Address

By:

Member

By:

Member

IF AN INDIVIDUAL:

Name

Address

Signature

City of Lincoln/Lancaster County (Lincoln Purchasing) Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Robert Walla Asst. Purchasing Agent	Address	Purchasing 440 S. 8th St. Lincoln, NE 68508	Address
Email	rwalla@lincoln.ne.gov	Contact	Robert Walla Asst. Purchasing Agent	Contact
Phone	1 (402) 441-8309			
Fax	1 (402) 441-6513			
Bid Number	14-261 Addendum 1	Department		Department
Title	In-Home Services for the Elderly	Building	Suite 200	Building
Bid Type	RFP	Floor/Room		Floor/Room
Issue Date	10/22/2014	Telephone	1 (402) 441-8309	Telephone
Close Date	11/7/2014 12:00:00 PM CT	Fax	1 (402) 441-6513	Fax
Need by Date		Email	rwalla@lincoln.ne.gov	Email

Supplier Information

Company	Elite Professionals Home Care Company & Elite Services LLC		
Address	3901 Faulkner Dr Lincoln, NE 68516		
Contact	Stephanie Wiese		
Department			
Building			
Floor/Room			
Telephone	402 (464) 2422		
Fax	402 (464) 2922		
Email	swiese@eliteprohomecare.com		
Submitted	10/22/2014 3:14:28 PM CT		
Total	\$0.00		

Signature Jennifer Gibbons Email jgibbons@eliteprohomecare.com

Supplier Notes

Bid Notes

Bid Activities

Bid Messages

Please review the following and respond where necessary

#	Name	Note	Response
1	Bid Documents	I acknowledge and accept that it is my responsibility as a Bidder to promptly notify the Purchasing Department Staff prior to the close of the bid of any ambiguity, inconsistency or error which I may discover upon examination of the bid documents including, but not limited to the Specifications.	Yes
2	Insurance Requirements	I acknowledge reading and understanding the Insurance Requirements.	Yes
3	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
4	Specifications	I acknowledge reading and understanding the specifications.	Yes
5	Contact	Name of person submitting this bid:	Stephanie Wiese
6	Electronic Signature	Please check here for your electronic signature.	Yes
7	Instructions to Proposers	I acknowledge reading and understanding the Instructions to Proposers.	Yes
8	Attached Proposal	I have attached my proposal response as required in the Specifications to the Response Attachment section of my ebid response.	Yes
9	Tax Exempt Certification Forms	Materials being purchased in this bid are tax exempt and unit prices are reflected as such. A Purchasing Agent Appointment form and a Exempt Sales Certificate form shall be issued with contract documents. (Note: State Tax Law does not provide for sales tax exemption for proprietary functions for government, thereby excluding the purchases of pipes to be installed in water lines and purchase of water meters.)	Yes
10	DUNS Requirement	A DUNS (Data Universal Numbering System) Number is required to award a Federal Grant contract. Please list your DUNS number in the space provided. If you do not have a DUNS number go to http://fedgov.dnb.com/webform/CCRSearch.do Failure to obtain a DUNS number may result in the rejection of your bid.	n/a
11	SAM Requirement	Vendors must be registered with the System for Award Management (SAM) system to be eligible for award on this bid due to the use of Federal Grant funds. Are you registered with SAM? YES or NO IF NO, YOUR BID MAY BE REJECTED To register in the SAM system go to www.sam.gov - Click: Create User Account.	yes

- 12 Small Business Information
- The City of Lincoln wishes to foster small business participation in its bids for products and services purchased. In order to do this, all bidders are asked to answer the following questions as part of their bid submittal. (If you are unsure of your status as a Small Business, please refer to the NAICS list attached to the Bid Attachment section.)
- yes- 200 employees
- 1) Are you a Small Business according to the NAICS size guidelines? YES or NO?
If YES, what is the category you are listed under, the number of employees you have and the average annual receipts?
- 2) Will you be utilizing any Sub-Contractors in the performance of the contract awarded from this bid? YES or NO
If YES, name the Sub-Contractors in the space provided.
- 3) If you are not a Small Business, are you willing to provide subcontracting opportunities of the type/size that small businesses, including DBE's, can reasonably perform? YES or NO
If NO, why?
- 13 Protest Procedures - Fed Grant
- I acknowledge that I have read and understand the City of Lincoln Bid Protest procedures. I further recognize that in the event a protest is denied by the City, I may file a protest with the Federal Grant Provider after exhausting all administrative remedies with the City. For further information on a protest, a Vendor may contact the City Purchasing Agent. Yes
- 14 Term Clause with Escallation/De-Escalation
- I acknowledge that the term of the contract will be a (4) four year term from the date of the executed contract. yes, no
- (a) Bid prices firm for the first full contract period. YES or NO
- (b) Bid prices subject to escallation/de-escalation YES or NO
- (c) If (b), state period for which prices will remain firm: through _____
- 15 Agreement to Addendum No. 1
- Respondent hereby certifies that the change set forth in this addendum has been incorporated in their proposal and is part of their bid. Reason: See Bid Attachments section for Addendum information.

Line Items

#	Qty	UOM	Description	Response
1	1	EA	This is to notify you that RFP 14-261 for In-Home Supportive Services for the Elderly for the Aging Department is available. Please prepare your written response and attach it to the Response Attachments as instructed in the RFP according to the specifications. Respond to the Attribute section (above) of this electronic bid and submit before the closing date and time. Also, you are required to enter a 0 for your response in this line item. If you have any questions, call 402-441-7410.	\$0.00

Item Notes:

Supplier Notes:

Response Total: \$0.00



3901 Faulkner Drive
Lincoln, Nebraska 68516
Phone 402.464.2422
Fax 402.464.2922

December 17, 2014

Regarding the SSP/CHSP program bids, Elite Professionals Home Care Company will negotiate with the City of Lincoln the following:

SSP:

(HMK) Homemaker Contracted Rates - \$10.50

(PC) Personal Care Contracted Rates - \$13.50

CHSP:

(HMK) Homemaker Contracted Rates - \$18.50

(PC) Personal Care Contracted Rates - \$20.50

Elite Professionals Home Care Company agrees to stay firm with the above stated rates for 2 years from the date of execution. After said 2 years Elite Professionals Home Care Company is allowed to re-evaluate these rates and re-negotiate with the City of Lincoln if they choose to do so.

Thank you.

A handwritten signature in black ink, appearing to read "Stephanie Wiese", followed by the date "12-17-14" written in a similar cursive style.

Stephanie Wiese
Billing / Payroll Manager
Elite Professionals Home Care Company

Elite Professionals Home Care Company

3901 Faulkner Dr. Lincoln, NE 68516 phone: (402) 464-2422

Request for Proposal Lincoln Area Agency on Aging Supportive Service Program

Elite Professionals Home Care Company
3901 Faulkner Dr.
Lincoln, NE 68516
(402) 464-2422 phone
(402) 464-2922 fax

Established August 1, 2003 as Elite Professionals Home Care Company – Private Corporation

Types of Service provided include: Skilled Nursing, Physical Therapy, Occupational Therapy, Speech Therapy, Home Health Aide, and Homemaking.

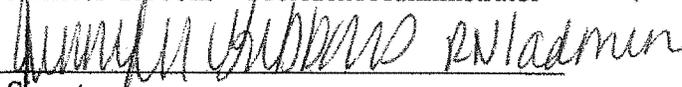
Mission of Elite Professionals: It is the mission of Elite Professionals Home Care Company to provide quality home health care services in the most comprehensive, cost-effective way possible to all individuals as a basic human right. It is our goal to develop relationships with referral sources to effectively meet all of our client's home needs and to maintain clients in their homes, in the least restrictive setting, for as long as safely feasible.

Geographical areas served: Lancaster, Douglas, Dodge, Cass, Sarpy, Saline, Dodge, Cass, Washington, Sarpy, and Seward counties in Nebraska.

Staff employed include 64 nurses: 14 RNs and 50 LPNs, 124 home health aides and 32 homemaker staff members, 1 Physical Therapist, 1 Occupational Therapist, and contract PT/OT/ST services; to total over 200 employees while continuing to hire regularly.

Chief Executive authorized to submit proposal:

Jennifer Gibbons – President/Administrator


Signature

Elite Professionals Home Care Company is willing and able to meet proposal **14-261** time requirements.

Introduction

Elite Professionals Home Care Company was incorporated in August of 2003 by Jennifer Gibbons who is a registered nurse and owner of Elite Professionals Home Care Company. Elite Professionals Home Care Company has grown tremendously over the last eleven years and currently has contracts to provide client services with a number of state agencies. Our agency is Medicare and Medicaid certified. Home care is a passion for the staff at Elite; we pride ourselves in being a close-knit company where each staff member knows each patient by name. We achieve this with regular office staff meetings and conferences. It is our goal to never lose sight of the closeness and small-business minded ideals that have brought us as far as we have come. As we continue to grow we will continue to provide our clients with the full and utmost attention, respect, thoroughness, concern, and compassion. (See attachments 1-1C: Brochures and Business Card)

It is the mission of Elite Professionals Home Care Company to provide quality home health care services in the most comprehensive, cost-effective way possible to all individuals as a basic human right. It is our goal to develop relationships with referral sources to effectively meet all client's home needs and to maintain those clients in their homes, in the least restrictive setting, for as long as safely feasible.

Rationale for applying for proposal for Supportive Service Program:

Elite Professionals Home Care Company feels it appropriate to re-apply for this proposal, as we have enjoyed the opportunity to work with the elderly and disabled clientele included in the grant. The elderly and disabled populations are one of the main focus' and specialties of Elite's practice. We feel that we have assisted in maintaining these clients' independence, safety, quality of living, and would like to continue to do so. We currently work with the Lincoln Housing Authority employees to ensure that the safest and most appropriate living arrangements are provided for our clients. We wish to also ensure this through a working relationship with Lincoln's Area Agency on Aging in order to assist in maintaining the independence and safety of the residents in our community. We care about our clients and are available to them twenty-four hours per day seven days per week. We feel that the Elite staff has a lot to offer to these individuals, we strive to build life-long relationships with our clients and do all we can to assist them in fulfilling their personal life goals. Patient satisfaction is top priority and will be assessed by Elite nursing staff regularly. We will do all we can as a provider of home care services to ensure all clients are receiving appropriate and quality care. (See attachments 3-3B: Client Satisfaction Letters and 4-4B: Quality Improvement/ Assurance)

Background:

Any staff member of Elite Professionals Home Care Company that is providing hands on care to clients are required to have a certified license in the state of Nebraska. Elite employs persons of all ages, ethnicity's, races, backgrounds, genders, and sexual orientation. With a wide variety of employees we are able to properly and appropriately pair employees with multiple clientele preferences.

Our home health aides must have and maintain their Certified Nursing Assistant license and become licensed Medication Aides through training provided at Elite. Home health aides must also obtain twelve in-service hours per year to maintain their C.N.A. license, these are provided by office staff at Elite. All home health aides are given a one-hundred question test prior to being employed at Elite. They must pass this exam with a score of eighty percent or higher. On the medication aide test they must receive an eighty percent or higher also. Each home health aide has two reference checks, an abuse and neglect background check with both APS and CPS, and a criminal background check using Intelicorp, sex registry checks, OIG and SAM checks.

All of our nurses are Licensed Practical Nurses or Registered Nurses. Nurses must maintain their license requirements of having 20 continuing education hours every 2 years through a variety of in-services and seminars. Elite nurses are encouraged to attend a variety of seminars throughout Lincoln & Omaha to keep up on all of the latest technology and treatment plans for a variety of illnesses and diagnosis's. All nurses also maintain their two-year Basic Life Support CPR certification through taking a class provided at Elite every year. All nurses have two reference checks done, an abuse and neglect background check with both APS and CPS, and a criminal background check through Intelicorp, sex registry check, OIG and SAM checks.

All of Elite's Case Managers are Registered Nurses. These RN's maintain all aspects of a client's case from admission to discharge and all that lies in-between. (See attachment 9: Organizational Chart)

Our Physical Therapist and Occupational Therapist have licenses through the state of Nebraska and maintain in-service hours as appropriate to their license requirements. The PT and OT staffs receive two reference checks, an abuse and neglect background check, and a criminal background check through the Intelicorp. Contract therapists submit all of the above licensure & insurance information to Elite prior to having access to our client's homes.

Operational Experience

As a corporation Elite Professionals Home Care Company has continued to grow rapidly in size over the last eleven years. We have widely increased the referral sources we work with on a regular basis. As a rapidly growing company we are hiring and training new staff members regularly and are always willing to provide extra training and orientation

sessions to fit and meet client needs. Being in business since 2003, Elite has built many new and cherished relationships with new referral sources including, but not limited to, The League of Human Dignity: Medicaid Waiver Program and The Lincoln Aging Partners: Private and Medicaid Waiver Programs, Children's Medicaid Waiver, Centerpointe, VA, ENOA in Omaha, CHSP and SSP programs. We have been providing a variety of services for their clients including homemaker, companion/chore provider, home health aide, and nursing. Thus far our success with these clients has been phenomenal. Most of these clients are still with us today and are expected to be under Elite services long term. We continue to grow daily with continued referrals from these program managers.

Geographical Areas Served

Elite has expanded the geographical areas that we serve. Our staff currently serves clients in Lancaster County, Seward County, Saline County, Dodge County, and Sarpy County. We have seen patients as far as Pottawattamie County in Iowa. Currently in Lancaster County & surrounding communities Elite serves over 200 patients. If we have a client who has a need in a rural area, or an area we have not yet served, we are always willing to attempt to find the staff to assist them and then add that area to our license with the state of Nebraska. As we have expanded so rapidly this has come up in the past and has been an easy process to go through. All of our staff is hired under the stipulation that they will need to travel when a rural client has a need for our services. Elite has expanded to the Omaha area and has a licensed branch office in Papillion, NE. Elite serves Dodge, Cass, Sarpy, and Washington counties through the Papillion branch office; this office opened privately in Jan 2013 and is now fully licensed through the State of NE effective 2-21-14. Our patient visits at both locations are scheduled in blocks with back to back times to assist with ADL's throughout the day. Consistent caregivers are sent to client visits so that a bond can be made between the caregiver and client. This method of scheduling has helped build relationships between clients and staff, which we hope to maintain for years to come and carry over into future contracts, and clientele.

Past Outcomes

Elite Professionals Home Care Company has had multiple good outcomes as far as client satisfaction. (See attachments 11-11C: Patient Satisfaction Surveys) We have also had a variety of satisfied physicians with approval of their patient outcomes. (See attachments 12-12B: Physician Satisfaction Surveys) We have a variety of physician offices that now contact Elite when they have a patient who has home care needs. We have, of course, had clients that have had to go to nursing homes in order to maintain their safety. This, however, is rare, as we are usually able to maintain a client in their home through providing a wide variety of home health services. Our agency has staff available twenty-four hours per day seven days per week and can accommodate patients and families with a variety of hours and options. Our complaints and grievances over the past few years have been minimal and our office staff works hard to keep it that way. Our office staff handles a client complaint immediately and proper measures are taken to ensure no future problems of the same nature occur. Our current clients' trust us to

maintain their feelings of privacy and safety in their homes and that is what Elite strives to do.

Closing

Elite Professionals Home Care Company would love to continue to work with the Lincoln Area on Aging and Supportive Service Program. We are capable of and willing to provide companion and personal care services. If further needs arise on specific clients we are also able to accommodate those needs without the client having to change home care companies, as we are Medicare and Medicaid certified. We are confident in our services and in our ability to assist in maintaining the safety and independence of the elderly and disabled clients that would be receiving our services. Elite will help these clients maintain the highest possible quality of living. We are a fast growing and competent company who will put hard work into having new clientele and making them feel welcome in our organization. We will strive to pair staff members and clients that are compatible with one another. We will have separate office staff dedicated to staffing and case managing these clients only. We invite you to contact the agencies listed on the following page for reference checks on Elite Professionals. We hope you will find that using our company will benefit our elderly and disabled populations in Lincoln and we welcome the opportunity to be able to prove to you that we will!

Service Costs

Care Companion/ Chore Provider services \$ 19.00 per hour
Home Health Aide /Personal Care Aide services \$ 24.00 per hour

***Rates decrease with extended hours of care – please call Elite for further information.**

Management and Supervisory Staff (See Attachment 9: Organizational Chart)

Owner/Administrator and RN: Jennifer Gibbons
Client Scheduling Supervisor: Rhonda Krivda, Denise Hohensee, & Keri Pettinger
Billing and Payroll: Stephanie Wiese & Callie Earlywine
Supervisor of Case Managers/Nursing Staff: Kelly Haney & Jessica Liebers
Managing QI and Oasis RNs: Emily Gulley, Jessica Liebers, Lisa Cole-Milander
Case Managers: Melissa Reiman, Sandra Daniel, Ember Schumack, Sherre Shephard, Caitlin Stathos

SSP/AGING PARTNERS SLIDING FEE SCALE - SINGLE

BASE: \$11,670.00

Updated 02/28/14

ANNUAL INCOME	MONTHLY INCOME	% POVERTY	CLIENTS %
\$0.00 - \$11,670.00	\$0.00 - \$973.00	100%	40%
\$11,671.00 - \$14,588.00	\$974.00 - \$1,216.00	125%	45%
\$14,589.00 - \$16,338.00	\$1,217.00 - \$1,362.00	140%	50%
\$16,339.00 - \$17,505.00	\$1,363.00 - \$1,459.00	150%	55%
\$17,506.00 - \$20,423.00	\$1,460.00 - \$1,702.00	175%	60%
\$20,424.00 - \$23,340.00	\$1,703.00 - \$1,945.00	200%	65%
\$23,341.00 - \$25,091.00	\$1,946.00 - \$2,091.00	215%	70%
\$25,092.00 - \$26,258.00	\$2,092.00 - \$2,188.00	225%	75%
\$26,259.00 - \$29,175.00	\$2,189.00 - \$2,431.00	250%	80%
\$29,176.00 - \$32,093.00	\$2,432.00 - \$2,674.00	275%	85%
\$32,094.00 - \$33,843.00	\$2,675.00 - \$2,820.00	290%	90%
\$33,844.00 - OVER	\$2,821.00 - OVER	300%	100%

*For each additional family member subtract \$338.33 to Monthly Income

SSP/AGING PARTNERS REIMBURSEMENT RATE

PC	HMK
\$10.50	\$9.50

SSP/AGING PARTNERS SLIDING FEE SCALE

SEPTEMBER 1, 2013 THRU AUGUST 31, 2014

PC \$19.00
HMK \$17.00

ANNUAL INCOME	MONTHLY INCOME	PC	HMK
\$0.00 - \$11,670.00	\$0.00 - \$973.00	\$7.60	\$6.80
\$11,671.00 - \$14,588.00	\$974.00 - \$1,216.00	\$8.60	\$7.70
\$14,589.00 - \$16,338.00	\$1,217.00 - \$1,362.00	\$9.50	\$8.50
\$16,339.00 - \$17,505.00	\$1,363.00 - \$1,459.00	\$10.50	\$9.40
\$17,506.00 - \$20,423.00	\$1,460.00 - \$1,702.00	\$11.40	\$10.20
\$20,424.00 - \$23,340.00	\$1,703.00 - \$1,945.00	\$12.40	\$11.10
\$23,341.00 - \$25,091.00	\$1,946.00 - \$2,091.00	\$13.30	\$11.90
\$25,092.00 - \$26,258.00	\$2,092.00 - \$2,188.00	\$14.30	\$12.80
\$26,259.00 - \$29,175.00	\$2,189.00 - \$2,431.00	\$15.20	\$13.60
\$29,176.00 - \$32,093.00	\$2,432.00 - \$2,674.00	\$16.20	\$14.50
\$32,094.00 - \$33,843.00	\$2,675.00 - \$2,820.00	\$17.10	\$15.30
\$33,844.00 - OVER	\$2,821.00 - OVER	\$19.00	\$17.00

AGING PARTNERS REIMBURSEMENT RATE

*For each additional family member subtract \$338.33 to Monthly Income

Dear Elite:

Enclosed is my check for my balance due on your services. I want to thank you for taking such good care of me. All of the home health aides who came were very professional, made me feel at ease, were friendly, and did an excellent job. I would recommend your group to anyone who needs care.

Thank you again. My husband has received the good news that his cancer has not spread and is doing fine at work.

Sincerely,

Joyce Whitney

09/26/11
38

To all our friends at Elite,
Merriam-Webster defines "Elite" as: "The Choice Part," "The Cream," "The Best of a Class," "A Superior Part of Society."

You have certainly lived up to all those, and more! We want to thank everyone at Elite Professionals & Home Care Company for their kind thoughts and for remembering us as friends in our grief.

Some may say: "well it was just a dog," but they would be wrong. Bridget was not "just a dog," she was our family for nearly twenty years. She gave us her children to love; she gave us her love for all those years, never asking for anything more than our kindness in return. The "grieving process" will lose its pain with time, but the "missing her" will never lessen.

God bestows gifts such as Bridget throughout our lives; we must never take them for granted, and learn to love and appreciate them while they are with us. They are a blessing as are all true friends. Someone once said: "that in this life we can never have so many friends that we can afford to lose even one!"

Therefore we will always remember... every single one!

Thank you again for your kind thoughts.

My God Bless,

Larry and Christine Holladay

QUALITY ASSURANCE/ PERFORMANCE IMPROVEMENT

POLICY

Agency shall establish a performance improvement plan to continuously measure, assess, and improve the performance of clinical and other processes. This plan will be based on the organization's mission and goals and designed to improve client outcomes and the perceptions of clients/families about the quality and value of services. The agency will adopt a performance improvement model to guide the process.

PURPOSE

To design processes, which through collaboration of all services and disciplines, will meet the needs of clients, staff and the community.

To improve client and agency outcomes through a coordinated collaborative approach to assessing and improving organizational performance.

OBJECTIVES OF THE PROGRAM

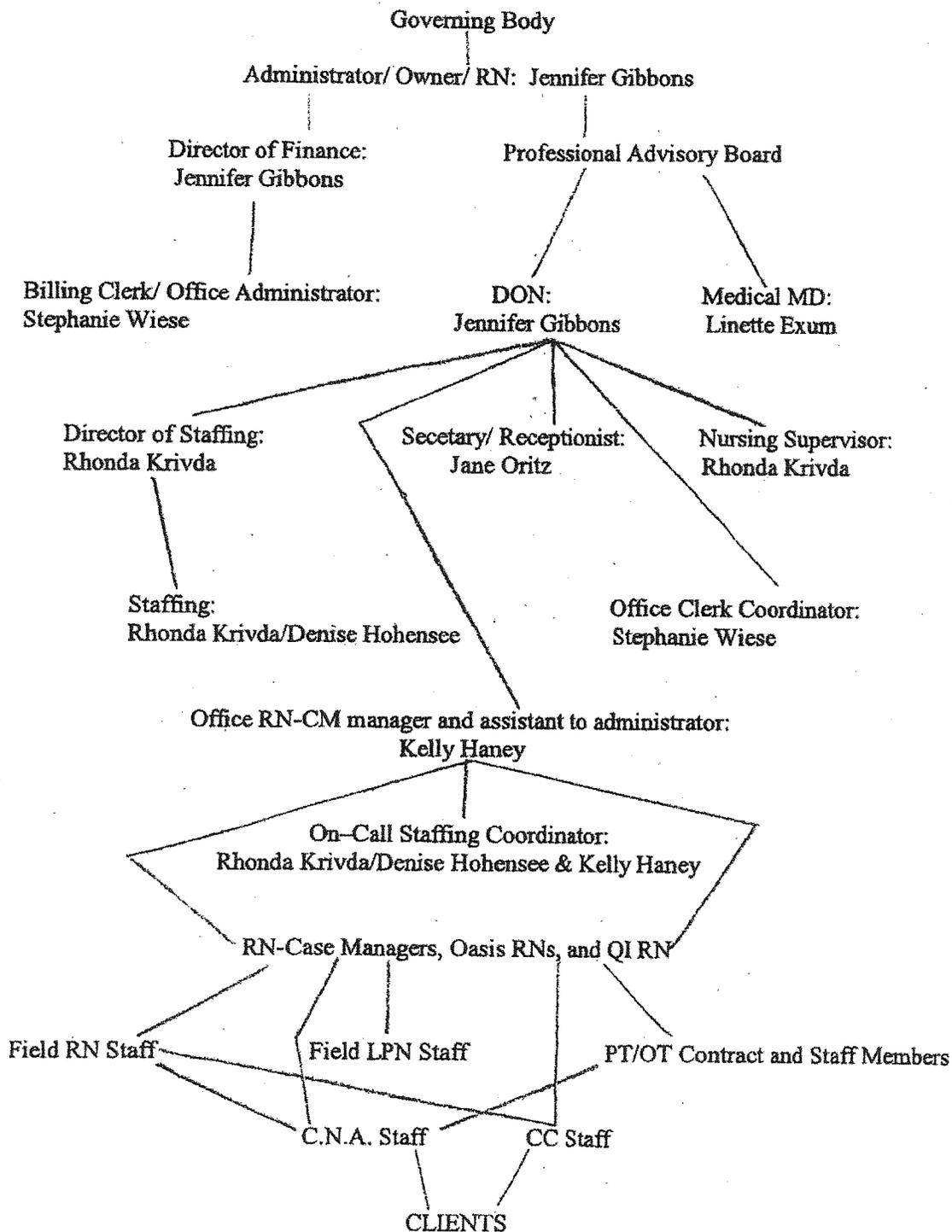
- To assess and evaluate the quality of client care services provided, appropriateness of services, and satisfaction of clients and families.
- To identify deviations from agency and professional standards and pursue improvement opportunities by assessment, planning and evaluation.
- To identify, address, track and resolve problems in client care services and satisfaction to insure resolution and/or improvement.
- To increase the awareness of each staff member of their role within the organization and foster involvement and participation in agency's performance improvement program.
- To meet state and federal regulatory requirements.

6. Intensive assessment will be completed when undesirable variation in performance is detected.
7. The plan will target the performance of existing processes and outcomes and identify/design new processes based on priorities, standards and resources.
8. Performance improvement activities, minutes, reports, correspondence are considered to be confidential and privileged.

attachment 9

Elite Professionals Home Care Company's Organization Chart

Effective 2-18-13



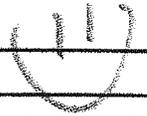
11A

Your Care from Home Health Providers in the Last 2 Months	
In the last 2 months of care, was one of your home health providers from this agency a nurse?	Yes
In the last 2 months of care, was one of your home health providers from this agency a physical, occupational, or speech therapist?	No
In the last 2 months of care, was one of your home health providers from this agency a home health or personal care aide?	Yes
In the last 2 months of care, how often did home health providers from this agency seem informed and up-to-date about all the care or treatment you got at home?	Usually
In the last 2 months of care, did you and a home health provider from this agency talk about pain?	Yes
In the last 2 months of care, did you take any new prescription medicine or change any of the medicines you were taking?	Yes
In the last 2 months of care, did home health providers from this agency talk with you about the purpose for taking your new or changed prescription medicines?	No
In the last 2 months of care, did home health providers from this agency talk with you about when to take these medicines?	No
In the last 2 months of care, did home health providers from this agency talk with you about the side effects of these medicines?	No
In the last 2 months of care, how often did home health providers from this agency keep you informed about when they would arrive at your home?	Always
In the last 2 months of care, how often did home health providers from this agency treat you as gently as possible?	Always
In the last 2 months of care, how often did home health providers from this agency explain things in a way that was easy to understand?	Usually
In the last 2 months of care, how often did home health providers from this agency listen carefully to you?	Always
In the last 2 months of care, how often did home health providers from this agency treat you with courtesy and respect?	Always
We want to know your rating of your care from this agency's home health providers. Using any number from 0 to 10, where 0 is the worst home health care possible and 10 is the best home health care possible, what number would you use to rate your care from this agency's home health providers?	10 Best Home Health Care Possible
Your Home Health Agency	
In the last 2 months of care, did you contact this agency's office to get help or advice?	No
In the last 2 months of care, did you have any problems with the care you got through this agency?	No
Would you recommend this agency to your family or friends if they needed home health care?	Definitely Yes
Consent to Share	
Do you give your permission to provide your answers to this survey linked to your name to your home health agency?	Yes, I give my permission
Your Home Health Care	
According to our records, you got care from the home health agency, Elite Professionals Home Care - Lincoln . Is that right?	Yes
When you first started getting home health care from this agency, did someone from the agency tell you what care and services you would get?	Yes
When you first started getting home health care from this agency, did someone from the agency talk with you about how to set up your home so you can move around safely?	Do Not Remember
When you first started getting home health care from this agency, did someone from the agency talk with you about all the prescription and over-the-counter medicines you were taking?	Yes
When you first started getting home health care from this agency, did someone from the agency ask to see all the prescriptions and over-the-counter medicines you were taking?	Yes

11 B

Your Care from Home Health Providers in the Last 2 Months	
In the last 2 months of care, was one of your home health providers from this agency a nurse?	Yes
In the last 2 months of care, was one of your home health providers from this agency a physical, occupational, or speech therapist?	No
In the last 2 months of care, was one of your home health providers from this agency a home health or personal care aide?	Yes
In the last 2 months of care, how often did home health providers from this agency seem informed and up-to-date about all the care or treatment you got at home?	Always
In the last 2 months of care, did you and a home health provider from this agency talk about pain?	Yes
In the last 2 months of care, did you take any new prescription medicine or change any of the medicines you were taking?	No
In the last 2 months of care, how often did home health providers from this agency keep you informed about when they would arrive at your home?	Always
In the last 2 months of care, how often did home health providers from this agency treat you as gently as possible?	Always
In the last 2 months of care, how often did home health providers from this agency explain things in a way that was easy to understand?	Always
In the last 2 months of care, how often did home health providers from this agency listen carefully to you?	Always
In the last 2 months of care, how often did home health providers from this agency treat you with courtesy and respect?	Always
We want to know your rating of your care from this agency's home health providers. Using any number from 0 to 10, where 0 is the worst home health care possible and 10 is the best home health care possible, what number would you use to rate your care from this agency's home health providers?	10 Best Home Health Care Possible
Your Home Health Agency	
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Would you recommend this agency to your family or friends if they needed home health care?	Definitely Yes
Consent to Share	
Do you give your permission to provide your answers to this survey linked to your name to your home health agency?	Yes, I give my permission
Your Home Health Care	
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When you first started getting home health care from this agency, did someone from the agency tell you what care and services you would get?	Yes
When you first started getting home health care from this agency, did someone from the agency talk with you about how to set up your home so you can move around safely?	Yes
When you first started getting home health care from this agency, did someone from the agency talk with you about all the prescription and over-the-counter medicines you were taking?	Yes
When you first started getting home health care from this agency, did someone from the agency ask to see all the prescriptions and over-the-counter medicines you were taking?	Yes

11C



Sample Month: Jun/2014

Survey Results Included in Benchmarks

Your Care from Home Health Providers in the Last 2 Months	
In the last 2 months of care, was one of your home health providers from this agency a nurse?	Yes
In the last 2 months of care, was one of your home health providers from this agency a physical, occupational, or speech therapist?	No
In the last 2 months of care, was one of your home health providers from this agency a home health or personal care aide?	Yes
In the last 2 months of care, how often did home health providers from this agency seem informed and up-to-date about all the care or treatment you got at home?	Always
In the last 2 months of care, did you and a home health provider from this agency talk about pain?	Yes
In the last 2 months of care, did you take any new prescription medicine or change any of the medicines you were taking?	Yes
In the last 2 months of care, did home health providers from this agency talk with you about the purpose for taking your new or changed prescription medicines?	Yes
In the last 2 months of care, did home health providers from this agency talk with you about when to take these medicines?	Yes
In the last 2 months of care, did home health providers from this agency talk with you about the side effects of these medicines?	Yes
In the last 2 months of care, how often did home health providers from this agency keep you informed about when they would arrive at your home?	Always
In the last 2 months of care, how often did home health providers from this agency treat you as gently as possible?	Always
In the last 2 months of care, how often did home health providers from this agency explain things in a way that was easy to understand?	Always
In the last 2 months of care, how often did home health providers from this agency listen carefully to you?	Always
In the last 2 months of care, how often did home health providers from this agency treat you with courtesy and respect?	Always
We want to know your rating of your care from this agency's home health providers. Using any number from 0 to 10, where 0 is the worst home health care possible and 10 is the best home health care possible, what number would you use to rate your care from this agency's home health providers?	10 Best Home Health Care Possible
Your Home Health Agency	
In the last 2 months of care, did you contact this agency's office to get help or advice?	Yes
In the last 2 months of care, when you contacted this agency's office did you get the help or advice you needed?	Yes
When you contacted this agency's office, how long did it take for you to get the help or advice you needed?	1 to 5 days
In the last 2 months of care, did you have any problems with the care you got through this agency?	Yes
Would you recommend this agency to your family or friends if they needed home health care?	Definitely No
Consent to Share	
Do you give your permission to provide your answers to this survey linked to your name to your home health agency?	No, I do not give permission
Your Home Health Care	
According to our records, you got care from the home health agency, Elite Professionals Home Care - Lincoln . Is that right?	Yes
When you first started getting home health care from this agency, did someone from the agency tell you what care and services you would get?	Yes
When you first started getting home health care from this agency, did someone from the agency talk with you about how to set up your home so you can move around safely?	Yes
When you first started getting home health care from this agency, did someone from the agency talk with you about all the prescription and over-the-counter medicines you were taking?	Yes
When you first started getting home health care from this agency, did someone from the agency ask to see all the prescriptions and over-the-counter medicines you were taking?	Yes

12



Elite Professionals HOME CARE COMPANY

3901 Faulkner Drive
Lincoln, Nebraska 68516
Phone 402.464.2422
Fax 402.464.2922

PHYSICIAN SATISFACTION SUMMARY

Patient Name(s): Cleophus [redacted]

Dates of Service: 6/8/13

Please circle the quality of service you received from Elite for each of the questions.
Please sign and date survey and FAX back to Elite Professionals Home Care Co @ 402-464-2922

1. I was satisfied with the care my patients(s) received from Elite.

Strongly Agree Agree Disagree Strongly Disagree No Opinion or Not Applicable

2. Elite's services were provided promptly.

Strongly Agree Agree Disagree Strongly Disagree No Opinion or Not Applicable

3. Staff are knowledgeable of the patient's condition(s) when they contact me.

Strongly Agree Agree Disagree Strongly Disagree No Opinion or Not Applicable

4. I am satisfied with the agency's procedures for reporting to me.

Strongly Agree Agree Disagree Strongly Disagree No Opinion or Not Applicable

5. I would recommend the agency to others.

Strongly Agree Agree Disagree Strongly Disagree No Opinion or Not Applicable

Additional comments or suggestions for improving our service:

greatly appreciate your service to this difficult patient -

MD signature: [Signature]

Date: 6/25/13

Please fax survey back to Elite Professionals Home Care Co @ 402-464-2922.

Thank You for your participation.

#12A



Elite Professionals
HOME CARE COMPANY

3901 Faulkner Drive
Lincoln, Nebraska 68516
Phone 402.464.2422
Fax 402.464.2922

PHYSICIAN SATISFACTION SUMMARY

Patient Names(s): Meredith [REDACTED]

Dates of Service: 6/9/13

Please circle the quality of service you received from Elite for each of the questions.
Please sign and date survey and FAX back to Elite Professionals Home Care Co @ 402-464-2922

1. I was satisfied with the care my patients(s) received from Elite.

Strongly Agree Agree Disagree Strongly Disagree No Opinion or Not Applicable

2. Elite's services were provided promptly.

Strongly Agree Agree Disagree Strongly Disagree No Opinion or Not Applicable

3. Staff are knowledgeable of the patient's condition(s) when they contact me.

Strongly Agree Agree Disagree Strongly Disagree No Opinion or Not Applicable

4. I am satisfied with the agency's procedures for reporting to me.

Strongly Agree Agree Disagree Strongly Disagree No Opinion or Not Applicable

5. I would recommend the agency to others.

Strongly Agree Agree Disagree Strongly Disagree No Opinion or Not Applicable

Additional comments or suggestions for improving our service:

MD signature: [Signature] Date: 6/13/13

Please fax survey back to Elite Professionals Home Care Co @ 402-464-2922.
Thank You for your participation.



Elite Professionals
HOME CARE COMPANY

#12B

3901 Faulkner Drive
Lincoln, Nebraska 68516
Phone 402.464.2422
Fax 402.464.2922

PHYSICIAN SATISFACTION SUMMARY

Patient Names(s): Peggy [REDACTED]

Dates of Service: _____

Please circle the quality of service you received from Elite for each of the questions:

1. I was satisfied with the care my patients(s) received from Elite.

Strongly Agree Agree Disagree Strongly Disagree No Opinion or Not Applicable

2. Elite's services were provided promptly.

Strongly Agree Agree Disagree Strongly Disagree No Opinion or Not Applicable

3. Staff are knowledgeable of the patient's condition(s) when they contact me.

Strongly Agree Agree Disagree Strongly Disagree No Opinion or Not Applicable

4. I am satisfied with the agency's procedures for reporting to me.

Strongly Agree Agree Disagree Strongly Disagree No Opinion or Not Applicable

5. I would recommend the agency to others.

Strongly Agree Agree Disagree Strongly Disagree No Opinion or Not Applicable

Additional comments or suggestions for improving our service:

MD signature:  Date: 6/3/12
Dr. Halls

Please return your completed survey in the SASE provided. Thank you for your participation.

Request for Proposals for In-Home Supportive Services for the Elderly

1. SCOPE AND SUPPLEMENTAL INSTRUCTIONS

- 1.1 The City of Lincoln through its Aging Partners, Personal and Family Services has funds for the purchase of personal care and homemaking services through two programs:
 - 1.1.1 The Supportive Services Program
 - 1.1.2 The Congregate Housing Services Program
- 1.2 The intent of this contract for services is to enable the Provider to furnish more affordable services to clients of these two programs who are frail elderly and/or disabled and reside:
 - 1.2.1 In private homes and apartments in Lancaster County.
 - 1.2.2 In Housing Authority facilities
 - 1.2.2.1 Mahoney Manor
 - 1.2.2.2 Burke Plaza
 - 1.2.2.3 Crossroads House
- 1.3 Vendor shall provide a per hour cost for each of the services being provided.
 - 1.3.1 Vendor may provide pricing for one or both areas of service.
 - 1.3.2 Pricing shall be submitted in writing on company letterhead in addition to the other written correspondence required and attached to the Response Attachment section of your Ebid response.
 - 1.3.3 Price will not be the only factor in determining who the awarded Vendor will be.
 - 1.3.4 Reference checks, past work history and company integrity will be taken into consideration.
 - 1.3.5 The City has the option of contracting with more than one Provider if it is in the best interest of the City and the clients that are being served.
 - 1.3.6 Vendor pricing shall be based on the annual estimated funding for these services:
 - 1.3.6.1 Supportive Services - \$39,700.00
 - 1.3.6.2 Congregate Housing Services- \$47,960
 - 1.3.6.3 These are funding estimates and are not intended to guarantee any amount of funding to Vendor/s awarded a contract for providing these services.
- 1.4 Vendors shall only submit an electronic response via the City/County Ebid system.
 - 1.4.1 Any documentation or submittals shall be scanned and attached to the Response Attachment section of your Ebid response.
- 1.5 All inquiries regarding these specifications shall be directed via e-mail or faxed request to Bob Walla, Asst. Purchasing Agent (rwalla@lincoln.ne.gov) or Fax: (402) 441-6513.
 - 1.5.1 These inquiries and/or responses shall be distributed to prospective bidders electronically as an addenda.
 - 1.5.2 The City/County Purchasing Office shall only reply to written inquiries received within five (5) calendar days of bid opening.
 - 1.5.3 No direct contact is allowed between Vendors and Aging Partners or other City staff throughout the bid process.
 - 1.5.3.1 Failure to comply with this directive may result in Vendor proposal being rejected.
- 1.6 The services to be purchased from this RFP utilize funding from the Federal Government.
 - 1.6.1 Vendors must read, acknowledge and follow the requirements of the Federal Guidelines attached to the bid.
 - 1.6.2 Failure to agree to the Federal Guidelines or return certifications as required will result in the rejection of bid.
 - 1.6.3 No other services may be provided under the terms of an awarded contract from this proposal due to the use of Federal funding.

2. ELIGIBLE CLIENTS

- 2.1 Supportive Services Program:
 - 2.1.1 The client must be at least 60 years of age and a resident of Lancaster County.
 - 2.1.2 Is ineligible to receive duplicated services under the Social Services Block Grant (SSBG), Medicare, Medicaid Waiver, or Private Health Insurance benefits.
 - 2.1.3 Has an adjusted net income of less than 300% of the Federal poverty guidelines, after subtracting out of pocket expenses, which will include health insurance premiums.

- 2.1.3.1 Existing client hourly rates will be adjusted with their annual or semi-annual reauthorizations.
- 2.2 Congregate Housing Services Grant:
 - 2.2.2 To be eligible to receive services a resident must be:
 - 2.2.1 A lessee of Lincoln Housing Authority, and a resident of one of the three facilities, as mentioned in 1.2
 - 2.2.2 Elderly (aged 62 years of age or older) and deficient in at least three activities of daily living.
 - 2.2.3 A resident with permanent disabilities, regardless of age.
 - 2.2.4 A person who is temporarily disabled, and who is 62 years of age or older.
 - 2.2.5 Determined to be eligible by the Professional Assessment Committee (PAC).
- 3. **SELECTION OF PROVIDERS**
 - 3.1 Eligible residents will be presented with a list of approved Providers during the negotiations of their care plan.
 - 3.2 The Provider will be competitively selected from the list provided by Aging Partners by the individual residents.
 - 3.3 All selections are subject to final approval by Aging Partners.
 - 3.4 Aging Partners may advance policies in the interest of improved service coordination, cost savings, improved service, etc. which may affect the selection process.
- 4. **AUTHORIZATION OF SERVICES AND SERVICE HOURS**
 - 4.1 Supportive Services Program:
 - 4.1.1 Aging Partners care managers will complete and submit the City's Authorization Request Form and Service Plan, identifying the client's needs and the number of hours requested. Designated Aging Partners staff will approve the request that meet program guidelines. A service order will be completed and sent to the agency requested by the client. The agency and the client will jointly agree to the schedule of service hours.
 - 4.1.2 Aging Partners will review authorizations as soon as received and approve those that meet program guidelines.
 - 4.2 Congregate Housing Service Program:
 - 4.2.1 Each resident eligible for subsidized services will be allocated a specific number of service units, based on his/her formally assessed long term care needs.
 - 4.2.2 Aging Partners staff will review assessments, determine eligibility, approve care plans and authorize services.
 - 4.2.3 The Provider will receive a written service authorization.
 - 4.2.4 The service authorization will prescribe type of service, frequency, the amount of service to be delivered and the term of services.
 - 4.3 In circumstances where there is an urgent need for service, Aging Partners will issue a verbal authorization that will precede the written authorization.
 - 4.4 Reimbursement will be based on the actual hours of service provided to each client, and shall not exceed the maximum authorized number of hourly units.
 - 4.5 The Provider will agree to provide the following services in 30 minute units of service:
 - 4.5.1 Medication reminders
 - 4.5.2 Assistance with dressing
 - 4.5.3 Assistance applying TED hose, braces, or prosthetic devices
 - 4.5.4 Meal setup
 - 4.6 If the Provider is unable or unwilling to agree to this clause you must indicate so on your written response to this Proposal.
- 5. **IDENTIFICATION OF NEW OR INCREASED NEED**
 - 5.1 Should the Provider observe that a client of either program has new or additional needs, the Provider can:
 - 5.1.1 Request additional hours of service from Aging Partners.
 - 5.1.1.1 Provider must be able to address changes in the client's functional ability or circumstances.
 - 5.2 The Provider may find the resident is facing other significant concerns, question, or problems.
 - 5.2.1 With the residents permission, the Provider may refer these matters to Aging Partners Personal and Family Services for social work services.

6. TERMINATION AND REINSTATEMENT OF ELIGIBILITY

- 6.1 Due to changes in a functional ability, financial status, or limits placed on the dollar amount of subsidized service, clients may lose and regain eligibility over time.
- 6.2 Termination
 - 6.2.1 Aging Partners will provide a minimum of 48 hours advance notification of the termination of a resident's eligibility for subsidized services.
 - 6.2.2 Provider may negotiate with Aging Partners for the continuation of services on a private fee-for-services basis.
- 6.3 Reinstatement
 - 6.3.1 Aging Partners will monitor the functional ability and financial eligibility of residents who have been terminated.
 - 6.3.2 Residents who regain eligibility will do so under the previously described provisions.

7. CLIENT BILLING

- 7.1 Supportive Services Program:
 - 7.1.1 Provider will bill clients in accordance with Aging Partners Supportive Service Program sliding fee scale.
 - 7.1.2 Provider must bill clients on a regular monthly basis for any outstanding balance.
 - 7.1.3 Provider will bill Aging Partners for the difference between the cost for service and the amount paid by the client according to the sliding fee scale.
 - 7.1.3.1 Provider must bill clients on a regular monthly basis for any outstanding balance.
- 7.2 Congregate Housing Services Program:
 - 7.2.1 Rules require that recipients of services are responsible for ten (10%) of the cost of the services, not to exceed twenty (20%) of each individual's adjusted annual income.
 - 7.2.2 Aging Partners will be responsible for the billing and collection of these fees.
 - 7.2.3 Providers will not be responsible for billing and collecting the resident's share of services.

8. RESPONSIVENESS AND SERVICE QUALITY

- 8.1 Aging Partners will maintain quality assurance files on each Provider of service.
- 8.2 Aging Partners will survey current and former clients regarding service satisfaction.
- 8.3 The files will contain incident reports and the results of satisfaction surveys.
 - 8.3.1 Incidents of unsatisfactory service will be discussed and maybe negotiated with the provider, on such occurrences.
- 8.4 Providers will be furnished a complete copy of any survey results.
- 8.5 Quality assurance files will be carefully reviewed by Aging Partners and considered in determining eligibility for the continuation as a qualified Provider.
- 8.6 Provider must apply for, and obtain, any and all necessary permits, certifications, licenses, variances, certifications and approvals required by any applicable laws or regulations that relate to the Provider of the Services.
- 8.7 Provider shall perform all necessary labor in a professional and workmanlike manner and in accordance with the provisions of the Agreement.
- 8.8 Provider shall supply only trained, quailed employees to provide Services.
- 8.9 These employees shall be under the supervision of the Provider at all times.

9. ADDITIONAL PROVIDER DUTIES

- 9.1 Provide the following in-home assistance services to older persons, and the selection of such persons shall be done in cooperation and in coordination with Aging Partners:
- 9.2 Escort/Shopping is defined as accompanying and personally assisting a client to obtain a service; providing assistance in the purchase of food, clothing, medical supplies, household items and/or recreational materials for a client.
 - 9.2.1 Escort services are not reimbursed when they are a "stand alone" service.
 - 9.2.2 Reimbursement for escort services will only occur when they are provided with other approved in-home services.
 - 9.2.3 The unit of service will be one unit equals one hour.
 - 9.2.4 The service will be provided 5 days a week. Weekend service will be for emergencies only.
 - 9.2.5 Amount of time needed to fulfill a request will depend on client's needs, usually within 1-2 hours.

- 9.3 General Homemaking/Housekeeper is defined as help or training for house cleaning, laundry, essential shopping, errands and meal preparation.
 - 9.3.1 Does not require trained personnel since emphasis is on tasks usually performed by domestic workers.
 - 9.3.2 The unit of service will be one unit equals one hour.
 - 9.3.3 The service will be provided 5 days a week.
 - 9.3.4 Amount of time needed to fulfill a request will depend on client's need.
 - 9.4 Personal Care is defined as assisting the client with bathing, medication, dressing, personal appearance, feeding, and toileting.
 - 9.4.1 The unit of service will be one unit equals one hour.
 - 9.4.2 The service will be provided 5 days a week.
 - 9.4.3 Amount of time needed to fulfil a request will depend on client's need.
 - 9.5 The Provider shall adhere to the Policies and Procedures of the Aging Partners Supportive Services Program set out in Appendix A.
 - 9.5.1 Aging Partners reserves the right to amend these Policies and Procedure as necessary to ensure the precise control of expenditures, equitable treatment of clients, and delivery of benefits to those in greatest need.
- 10. INABILITY OF PROVIDER TO SERVE AN AUTHORIZED CLIENT**
- 10.1 The Provider will notify Aging Partners immediately if it is necessary to decline entirely or reduce the amount of service to an authorized client.
 - 10.1.1 In this event, Aging Partners may transfer the client to another qualified Provider.
- 11. PAYMENT PROCESS**
- 11.1 The City of Lincoln/ Aging Partners shall reimburse the Provider for the actual units of service provided to authorized clients.
 - 11.2 The Provider will claim payment by submitting a monthly billing document furnished by Aging Partners.
 - 11.2.1 The monthly billing document will be reviewed by the Department.
 - 11.2.2 The Departments finance office will forward approved invoices and statements to the City's Finance Department.
 - 11.2.3 Upon filing and approval, the City Finance Department shall issue a warrant within thirty (30) days of receiving this document.
 - 11.3 Aging Partners will not pay a Provider for any services provided without prior approval.
 - 11.4 The Provider shall account, on a monthly basis, for any discrepancy between units authorized and units delivered.
 - 11.5 Providers will be paid per unit hour of service provided on a performance based method.
 - 11.6 The cost for one unit hour of service will continue throughout the contract period:
- 12. CONTRACT ASSIGNMENT**
- 12.1 Provider shall not execute any contract, or obligate itself in any manner, with a third party, with respect to these services, without prior written consent of Aging Partners.
 - 12.2 Aging Partners shall not be obligated or liable hereunder to any party other than the Provider.
- 13. PRIVACY**
- 13.1 Aging Partners is not a "covered entity" for purposes of HIPAA, however, the Provider agrees that it will treat patient information in a manner consistent with HIPAA's requirements for Protected Health Information (PHI). Specifically, the Provider agrees that it shall:
 - 13.1.1 Use appropriate safeguards to prevent misuse or inappropriate disclosure of patient information.
 - 13.2.2 Make patient information available to patients in a manner consistent with HIPAA.
 - 13.2.3 Require all employees to comply with such restrictions.
 - 13.2.4 Report any improper use or disclosure of patient information immediately to Aging Partners.
 - 13.2 All services, including reports, opinions, and information to be furnished shall be considered confidential and shall not be divulged, in whole or in part, to any person other than to duly authorized representatives of Aging Partners, without the prior written approval of Aging Partners staff.
 - 13.2.1 The Provider assumes liability for any breach of confidentiality that may occur through the action of the Provider, Provider employees, and anyone directly or indirectly employed by the Provider.

14. CONTRACT TERM AND TERMINATION

- 14.1 The term of the Contract for Services shall be for the period of three (3) years from date of contract with option for one (1) additional two (2) year renewal.
- 14.2 Either party may, upon sixty (60) days advance notice in writing to the other party, terminate its agreement for convenience.
- 14.3 In the event of breach of contract due to improper care of a client or physical abuse toward a client, as determined by Aging Partners or other professionals, the Vendor may be terminated immediately.
- 14.4 In the event that funding is not available for this program the City reserves the right to terminate any and all contracts with a 30 day notice of intent to do so.
- 14.5 All other terms related to termination are listed in the Bid Attachment section of the ebid and become part of the contract upon award.

15. SUBMITTAL PROCEDURES

- 15.1 ALL submittals must be attached to the Response Attachment section of their ebid response.
 - 15.1.1 All submittals shall be attached together as one document or be typed on company letterhead to ensure that the documentation remains together for evaluation purposes.
- 15.2 Vendor shall submit your company's estimate of the proposed fees for services as outlined in Section 1.
 - 15.2.1 Vendor may propose alternate pricing in addition to its hourly fees if such alternate pricing would be a benefit to the agency and provide additional services to the elderly they serve.
- 15.3 Vendor shall attach an information sheet to the Response Attachment section of their ebid response listing the following information:
 - Firm name
 - Mailing address
 - Telephone number
 - Fax number
 - Years established and former names
 - Mission or types of services that makes your company qualified to perform this contract
 - Geographic business Area
 - Number of staff usually and currently employed
 - Statement of willingness and capability to meet the project's time requirements.
 - Operational experience
 - Staff qualifications
 - Number of clients currently being served
 - Other qualifications which would prove valuable in the provision of this service
- 15.4 Vendor must provide references from at least three other entities who are currently utilizing their company for similar services.
 - 15.4.1 Provide the following information for each reference:
 - 15.4.1.1 Company Name
 - 15.4.1.2 Address
 - 15.4.1.3 Contact Persons Name and Email Address
 - 15.4.1.4 Specific type of work performed under contract
 - 15.4.1.5 Number of years providing service under contract
- 15.5 Vendor must provide proof that they are licensed, bonded and insured to provide the services requested.

16. EVALUATION CRITERIA

- 16.1 Vendors will be scored in the following areas in order for the Selection Committee to determine if the company should be considered for a personal interview and/or an award.
 - 16.1.1 Ability to provide both the Housekeeping and Personal Care services.
 - 16.1.1.1 Failure to provide both services will result in immediate disqualification of the proposal.
 - 16.1.2 Experience working with the elderly in providing similar services to those listed in these specifications.
 - 16.1.3 Cost of each service.
 - 16.1.4 Proof that company has the staff to perform services as described in the specifications.
 - 16.1.5 Providing information as requested throughout the specifications in the proposal submitted.
- 16.2 The City reserves the right to conduct a personal interview with Vendors or to make an award based on the initial evaluation scoring.
 - 16.2.1 In the event an interview is required to make an award determination, a new score sheet will be utilized and scores from both the evaluation and original proposal will be added together to make an award recommendation.

ADDENDUM #1
Issue Date:10/23/14
SPECIFICATION NO.14-261
FOR
IN-HOME SERVICES FOR THE ELDERLY

Addenda are instruments issued by the City prior to the date for receipt of offers which will modify or interpret the specification document by addition, deletion, clarification or correction. Please acknowledge receipt of this addendum in the space provided in the Attribute Section.

Be advised of the following changes and clarifications to the City's specification and bidding documents:

1. Awarded Vendor/s will not begin service under the terms of this proposal and the subsequent contract until January 1, 2015.

2. **The RFP has been extended to Friday, November 7, 2014 at 12:00pm.**

End of Addendum

Appendix A

Supportive Services Program

Aging Partners

Policies and Procedures

1. **Eligibility.** To be eligible to receive payment for services from the City, an Aging Partner's Care Manager shall determine that the client:
 - a. Is at least 60 years of age and residing in Lancaster County
 - b. Is ineligible for, or unable to obtain services under the Social Services Block Grant (SSBG), Medicare, Medicaid Waiver, or Private Health Insurance benefits.
 - c. Has an adjusted net income of less than 300% of the Federal Poverty Guidelines, after subtracting health insurance premiums. Existing client hourly rates will be adjusted with their annual or semi-annual reauthorizations. Priority will be given to clients with \$50,000 or less in savings or investments.
 - d. Cannot obtain the service without charge from another source
 - e. Is not able to perform the service for him or her self
 - f. Agrees to a home assessment visit by professional staff who will by their assessment determine the need and basis on which service will be given.
 - g. Gives consent for the Contractor to share necessary information with Aging Partners for the exclusive purpose of an inter-agency care plan for the client.
 - h. Client must not reside in a facility which should provide the needed services.
2. **Access.** An older person may become a client of the Contractor through several options. These are examples, and not inclusive of all options:
 - a. Self-referral (client contacts Contractor and Contractor refers client to Aging Partners to determine eligibility)
 - b. Referral by a community agency to Aging Partners
 - c. Referral by an individual knowledgeable of the person's condition, such as a neighbor, family member, etc... to Aging Partners
 - d. Referral of existing Aging Partners' clients
3. **Client Assessments.** All clients requesting covered services will participate in an in-home assessment by Aging Partners to determine an appropriate plan of care.
4. **Admissions and Increased Hours.** Aging Partners will maintain a waiting list for older persons who are seeking services through SSP.
5. **Priorities.**
 - a. Highest priority will be assigned to clients whose immediate independence is threatened. Special circumstances may be described in the comments section of the City Authorization Request Form or submitted by phone.

- b. Otherwise, service will be authorized first come, first serve, in date of receipt order.
- c. In the event of a waiting list, Aging Partners will draw names from waiting lists and pre-authorize service in priority order.

6. Authorization of Service Hours.

- a. The Contractor will receive authorization from Aging Partners to provide services to a client on forms approved by the City.
- b. All authorizations will be for a set duration and a specific number of service units based on the client's assessed needs and circumstances.
- c. The Contractor will be reimbursed monthly for actual hours of authorized service provided to each client. Aging Partners will not pay for unauthorized service hours.
- d. Provision of service to older persons not authorized for service by Aging Partners shall be at the discretion and cost of the Contractor.
- e. Total Aging Partner annual expenditures for the purchase of services for any client shall not exceed \$5,000 in any fiscal year.
- f. Service authorizations may cross fiscal years and will be paid at the respective rates for each year.
- g. Emergency service may be authorized retroactively but only with telephone notification to Aging Partners within 1 working day of initiating services.

7. Denial or Reduction of Service. The Contractor will notify Aging Partners when it is necessary for the Contractor to deny or reduce services to a client.

8. Notification of Termination. To enable Aging Partners to make full use of service hours, the Contractor will notify Aging Partners of any service terminations.

9. Client Service Forms. The following are to be completed by Aging Partners for each client.

- a. Assessment (at intake; updated at least every twelve months)
- b. Informed Consent (at intake; updated as necessary)
- c. Care Plan (at intake; updated at least every 12 months)
- d. Request for Service Authorization (at intake and at least every twelve months)
- e. Termination (when client no longer receives service)
- f. At the discretion of Aging Partners, some clients will be authorized for up to twelve months of service. This will be determined by Aging Partners at the time the client re-authorization list is sent to the vendor.

SSP/AGING PARTNERS SLIDING FEE SCALE - SINGLE

BASE: \$11,670.00

Updated 02/28/14

ANNUAL INCOME	MONTHLY INCOME	% POVERTY	CLIENTS %
\$0.00 - \$11,670.00	\$0.00 - \$973.00	100%	40%
\$11,671.00 - \$14,588.00	\$974.00 - \$1,216.00	125%	45%
\$14,589.00 - \$16,338.00	\$1,217.00 - \$1,362.00	140%	50%
\$16,339.00 - \$17,505.00	\$1,363.00 - \$1,459.00	150%	55%
\$17,506.00 - \$20,423.00	\$1,460.00 - \$1,702.00	175%	60%
\$20,424.00 - \$23,340.00	\$1,703.00 - \$1,945.00	200%	65%
\$23,341.00 - \$25,091.00	\$1,946.00 - \$2,091.00	215%	70%
\$25,092.00 - \$26,258.00	\$2,092.00 - \$2,188.00	225%	75%
\$26,259.00 - \$29,175.00	\$2,189.00 - \$2,431.00	250%	80%
\$29,176.00 - \$32,093.00	\$2,432.00 - \$2,674.00	275%	85%
\$32,094.00 - \$33,843.00	\$2,675.00 - \$2,820.00	290%	90%
\$33,844.00 - OVER	\$2,821.00 - OVER	300%	100%

*For each additional family member subtract \$338.33 to Monthly Income

SSP/AGING PARTNERS REIMBURSEMENT RATE

PC	HMK
\$10.50	\$9.50

SSP/AGING PARTNERS SLIDING FEE SCALE

SEPTEMBER 1, 2013 THRU AUGUST 31, 2014

PC \$19.00
HMK \$17.00

ANNUAL INCOME	MONTHLY INCOME	PC	HMK
\$0.00 - \$11,670.00	\$0.00 - \$973.00	\$7.60	\$6.80
\$11,671.00 - \$14,588.00	\$974.00 - \$1,216.00	\$8.60	\$7.70
\$14,589.00 - \$16,338.00	\$1,217.00 - \$1,362.00	\$9.50	\$8.50
\$16,339.00 - \$17,505.00	\$1,363.00 - \$1,459.00	\$10.50	\$9.40
\$17,506.00 - \$20,423.00	\$1,460.00 - \$1,702.00	\$11.40	\$10.20
\$20,424.00 - \$23,340.00	\$1,703.00 - \$1,945.00	\$12.40	\$11.10
\$23,341.00 - \$25,091.00	\$1,946.00 - \$2,091.00	\$13.30	\$11.90
\$25,092.00 - \$26,258.00	\$2,092.00 - \$2,188.00	\$14.30	\$12.80
\$26,259.00 - \$29,175.00	\$2,189.00 - \$2,431.00	\$15.20	\$13.60
\$29,176.00 - \$32,093.00	\$2,432.00 - \$2,674.00	\$16.20	\$14.50
\$32,094.00 - \$33,843.00	\$2,675.00 - \$2,820.00	\$17.10	\$15.30
\$33,844.00 - OVER	\$2,821.00 - OVER	\$19.00	\$17.00

AGING PARTNERS REIMBURSEMENT RATE

*For each additional family member subtract \$338.33 to Monthly Income

ACCESS TO RECORDS

Access to Records. The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government and is the grantee or a subgrantee in accordance with Federal Requirements, the Contractor agrees to provide the Purchaser, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to Federal Requirements to provide the appropriate Federal agency access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
2. Where the Purchaser is a State and is the Recipient or a subgrantee of the Recipient in accordance with Federal Requirements, Contractor agrees to provide the Purchaser and the appropriate Federal agency access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the Recipient or a subgrantee of the Recipient in accordance with Federal Requirements, Contractor agrees to provide the Purchaser, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
4. Where any Purchaser which is the Recipient or a subgrantee of the Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
5. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

REPORTING REQUIREMENT AND REGULATIONS

Contractor agrees to provide the City, upon request, full and complete reports and/or other information as to the Contractor's operations and conduct under the Contract.

**CLEAN AIR ACT
CLEAN WATER ACT**

Clean Air

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance.

Clean Water

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance.

CONFLICT OF INTEREST

The Subrecipient agrees to abide by the provision of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest in and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this contract. The Subrecipient further covenants that in the performance of this contract no person having such financial interest shall be employed or retained by the Subrecipient hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer or elected official or appointed official of the Grantee or of any designated public agencies of Subrecipients which are receiving funds under this Program.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Contract Work Hours and Safety Standards

(1) **Overtime requirements** - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) **Withholding for unpaid wages and liquidated damages** - The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) **Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

DISCLOSURE AND REPORTING REQUIREMENTS AND REGULATIONS

Contractor agrees to provide the City, upon request, full and complete reports and/or other information as to the Contractor's operations and conduct under the Contract. The Subrecipient agrees to comply with the disclosure requirement and prohibitions of 31 U.S.C. 1352 and implementing regulations at 24 CFR part 87; and the requirements for funding competitions established by the Department of Housing and Urban Development Reform Act of 1989 (42 U.S.C. 3531 et.seq.)

DRUG-FREE WORKPLACE

The Subrecipient agrees to comply with the Drug-Free Workplace Act of 1988 (41 U.S.C. 701), as set forth at 24 CFR part 24, subpart F.

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION
(NONPROCUREMENT)

Suspension and Debarment

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by **City of Lincoln**. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to **City of Lincoln**, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

RECYCLED PRODUCTS
Dept. of Energy – 10 CFR 600.236
Executive Order 12873

Recovered Materials - The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

ENERGY POLICY AND CONSERVATION ACT

Contractor will comply with mandatory standards and policies relating to energy efficiency which are contained in the Nebraska state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94- 163, 89 Stat. 871.) [53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995].

EQUAL EMPLOYMENT OPPORTUNITY

Civil Rights, Equal Employment Opportunity The following requirements apply to the underlying contract:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities.

RETENTION OF RECORDS

Contractor agrees to retain all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

SUBCONTRACTS

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this agreement.

The Subrecipient shall undertake to insure that all subcontracts let in the performance of this agreement shall be awarded on a fair and open competition basis. The Subrecipient shall ensure that Minority and Women Owned Businesses have an equal opportunity for any contracts.

Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

CITY OF LINCOLN
TERMINATION FOR CAUSE

- a) The City may terminate the Contract if the Contractor:
 - 1. Refuses or fails to supply enough properly skilled workers or proper materials;
 - 2. Fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
 - 3. Disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or
 - 4. Otherwise commits a substantial breach of any provision of the Contract Documents.
- b) When any of the above reasons exist, the City without prejudice to any other rights or remedies of the City may (after giving the Contractor and the Contractor's surety, if any, seven days' written notice) terminate employment of the Contractor. In addition the City may (subject to any prior rights of the surety):
 - 1. Take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
 - 2. Accept assignment of subcontracts; and
 - 3. Finish the Work by whatever reasonable method the City may deem expedient.
- c) If the Contract is terminated by City as provided in this section, Contractor shall not be entitled to receive any further payment until the expiration of 35 days after Final Completion and acceptance of all Work by City.
- d) If the unpaid balance of the Contract Sum exceeds the cost of completing the Work, including all additional costs and expenses made necessary thereby, including costs for City staff time, plus all losses sustained, including any liquidated damages provided under the Contract Documents, such excess shall be paid to Contractor. If such costs, expenses, losses, and liquidated damages exceed the unpaid balance of the Contract Sum, Contractor shall pay such excess to City.
- e) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination has been issued for the convenience of the City.
- f) No termination or action taken by City after termination shall prejudice any other rights or remedies of City provided by law or by the Contract Documents upon such termination; and City may proceed against Contractor to recover all losses suffered by City.

PATENT RIGHTS

Patent Rights - These following requirements apply to each contract involving experimental, developmental, or research work:

(1) General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Purchaser and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until the necessary parties are notified.

(2) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Purchaser and the Contractor agree to take the necessary actions to provide those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

(3) The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

COPYRIGHTS AND RIGHTS IN DATA

CONTRACTS INVOLVING EXPERIMENTAL, DEVELOPMENTAL, OR RESEARCH WORK.

A. **Rights in Data** - These following requirements apply to each contract involving experimental, developmental or research work:

(1) The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.

(2) The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added:

(a) Except for its own internal use, the Purchaser or Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Purchaser or Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution.

(b) In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)1 and (2)(b)2 of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

1. Any subject data developed under that contract, whether or not a copyright has been obtained; and

2. Any rights of copyright purchased by the Purchaser or Contractor using Federal assistance.

(c) When Federal assistance is awarded for experimental, developmental, or research work, the general intention is to increase knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless determined otherwise, the Purchaser and the Contractor performing experimental, developmental, or research work required by the underlying contract to which this Attachment is added agrees to permit the Federal agency involved to make available to the public, either the Federal agency's license in the copyright to any subject data developed in the course of that contract, or a copy of the subject

data first produced under the contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of the underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c), however, does not apply to adaptations of automatic data processing equipment or programs for the Purchaser or Contractor's use whose costs are financed in whole or in part with Federal assistance.

(d) Unless prohibited by state law, upon request by the Federal Government, the Purchaser and the Contractor agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Purchaser or Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Neither the Purchaser nor the Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

(e) Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

(f) Data developed by the Purchaser or Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that the Purchaser or Contractor identifies that data in writing at the time of delivery of the contract work.

(g) Unless determined otherwise, the Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

(3) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), the Purchaser and the Contractor agree to take the necessary actions to provide those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

(4) The Contractor also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

INSTRUCTIONS TO PROPOSERS
CITY OF LINCOLN, NEBRASKA
PURCHASING DIVISION

1. PROPOSAL PROCEDURE

- 1.1 All responses to electronic RFP's will be completed as outlined in this document and the specifications using a two step process.
 - A) Proposers shall respond electronically to all attributes and addendums as required.
 - B) All written responses and information shall be mailed or delivered to the office of the Purchasing Division as outlined in the specifications.
- 1.2 Proposer shall submit complete sets of the RFP documents and all supporting material as indicated in the specifications. Any interlineation, alteration or erasure on the specification document shall be initialed by the proposer. Proposer shall not change the proposal form nor make additional stipulations on the specification document. Any amplified or qualifying information shall be on the proposer's letterhead and firmly attached to the response/offer document.
- 1.3 Proposed prices shall be submitted on company letterhead with the proposal if the specifications indicate that price will be evaluated as part of the award criteria.
- 1.4 Failure to complete the electronic and written portions of the RFP may cause the proposal to be rejected.
- 1.5 Response by a firm / organization other than a corporation must include the name and address of each member.
- 1.6 A response by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.7 Any person signing a response for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.8 Proposals received after the time and date established for receiving offers will be rejected.

2. EQUAL OPPORTUNITY

- 2.1 Each proposer agrees that it shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, national origin, age, or marital status. In the employment of persons, proposer shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, disability, national origin, age, or marital status.

3. DATA PRIVACY

- 3.1 Proposer agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.
- 3.2 The proposer agrees to hold the City harmless from any claims resulting from the proposer's unlawful disclosure or use of private or confidential information.
- 3.3 Proposer agrees to comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and implementing regulations pertaining to confidentiality of health information.
 1. If applicable to the work requested a sample "Business Associate Contract" will be included, which will be part of the contract and incorporated by this reference.

4. PROPOSER'S REPRESENTATION

- 4.1 Each proposer by signing and submitting an offer, represents that he/she has read and understands the proposal documents, and the offer has been made in accordance therewith.
- 4.2 Each offer represents the proposer is familiar with the local conditions under which the work will take place and has correlated observations with the RFP requirements

5. INDEPENDENT PRICE DETERMINATION

- 5.1 By signing and submitting this RFP, the proposer certifies that the prices offered have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, with any other proposer competitor; unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the proposer prior to RFP opening directly or indirectly to any other competitor; no attempt has been made, or will be made, by the proposer to induce any person or firm to submit, or not to submit, a response for the purpose of restricting competition.

6. SPECIFICATION CLARIFICATION

- 6.1 Proposers shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of specification documents.
- 6.2 Proposers desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least seven (7) calendar days prior to date and time for response receipt.
- 6.3 Interpretations, corrections and changes made to the specification documents will be made by electronic addenda.
- 6.4 Oral interpretations/changes to Specification Documents made in any other manner than written form, will not be binding on the City; proposers shall not rely upon oral interpretations.

7. ADDENDA

- 7.1 Addenda are instruments issued by the City prior to the date for receipt of offers which modify or interpret the specification document by addition, deletion, clarification or correction.
- 7.2 Changes made to the specification documents will be made by electronic addenda to all bidders via e-mail notice.
- 7.3 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of offers, except an addendum withdrawing the RFP, or addendum including postponement.
- 7.4 Proposers shall verify addendum receipt electronically prior to bid closing or RFP may be rejected.

8. ANTI-LOBBYING PROVISION

- 8.1 During the period between the advertised date and the contract award, bidders, including their agents and representatives, shall not directly discuss or promote their proposal with any member of the City Council or City Staff except in the course of City-sponsored inquiries, briefings, interviews, or presentations, unless requested by the City.

9. SITE VISITATION

- 9.1 Proposers shall inform themselves of the conditions under which work is to be performed, including: site of work, the structures or obstacles which may be encountered and all other relevant matters concerning work performance.
- 9.2 The proposer will not be allowed any extra compensation by or for any condition which he/she might fully have informed themselves of prior to submitting the offer.

10. EVALUATION AND AWARD

- 10.1 The signed proposal shall be considered an offer on the part of the proposer. Such offer shall be deemed accepted upon issuance by the City of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 10.2 No offer shall be withdrawn for a period of ninety (90) calendar days after the time/ date established for receiving offers, and each proposer agrees in submitting an offer.
- 10.3 **Fee envelopes MAY be opened** and evaluated as part of the criteria for ranking interested proposers.
- 10.4 The RFP process is designed to be a competitive negotiation platform, where price is not required to be the sole determinative factor; also the City has the flexibility to negotiate with a select firm or selected firms to arrive at a mutually agreeable relationship.
- 10.5 A committee will be assigned the task of reviewing the proposals received.
 1. The committee may request documentation from Proposer(s) of any information provided in their proposal response, or require the Proposer to clarify or expand qualification statements.
 2. The committee may also require a site visit and/or verbal interview with a Proposer or select group of Proposers to clarify and expand upon the proposal response.
- 10.6 The RFP will be awarded to the most responsible proposer whose proposal will be most advantageous to the City, and deemed to best serve City requirements.
- 10.7 The City reserves the right to accept or reject any or all offers, parts of offers; request rebids; waive irregularities and technicalities in offers; such as shall best serve the requirements and interests of the City.

11. TERMINATION/ASSIGNMENT

- 11.1 The City may terminate the Contract if the Contractor:
 1. Refuses or fails to supply enough properly skilled workers or proper equipment to satisfactorily provide/ complete the work as requested.
 2. Disregards laws, ordinances, or regulations or orders of a public authority having jurisdiction over the Contract.
 3. Otherwise commits a substantial breach of any provision of the Contract Document.
- 11.2 *By mutual agreement both parties of the contract agreement*, upon receipt and acceptance of not less than a thirty (30) calendar days written notice, the contract may be terminated on an agreed upon date, prior to the end of the contract period, without penalty to either party.
 1. Upon any such termination, the Contractor agrees to waive any claims for damages, including loss of anticipated profits, on account thereof, and as the sole right and remedy of the Contractor, the City shall pay Contractor in accordance with this section.
 2. Upon such termination, the obligations of the Contract shall continue as to options of the work already performed and as to bona fide obligations the Contractor assumed prior to the date of termination.
- 11.3 In the event of any proceedings by or against either party, voluntary or involuntary, in bankruptcy or insolvency, or for the appointment of a receiver or trustee for the benefit of creditors, of the property of the Contractor, the City may cancel this contract or affirm the contract and hold the Contractor responsible for damages.
- 11.4 The contract established as a result of this RFP process shall not be transferred to/or assigned without prior written consent of the City.

12. INDEMNIFICATION

- 12.1 The proposer shall indemnify and hold harmless the City, its members, its officers and employees from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees arising out of or resulting from the performance of the contract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property other than goods, materials and equipment furnished under this contract, including the loss of use resulting therefrom; is caused in whole or in part by any one of them or anyone for whose acts made by any one of them or anyone for whose acts made by any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder.

- 12.2 In any and all claims against the City or any of its members, officers or employees by an employee of the proposer, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 9.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the proposer or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

13. TERMS OF PAYMENT

- 13.1 Unless other specification provisions state otherwise, payment in full will be made by the City within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

14. LAWS

- 14.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.

15. LIVING WAGE

- 15.1 The bidders agree to pay all employees employed in the performance of this contract, a base wage of not less than the City Living Wage per Section 2.81 of the Lincoln Municipal Code. This wage is subject to change every July.

16. AFFIRMATIVE ACTION

- 16.1 The City of Lincoln-Lancaster County Purchasing Division provides equal opportunity for all bidders and encourages minority businesses and women's business enterprises to participate in our bidding process.

17. TAXES AND TAX EXEMPT CERTIFICATE

- 17.1 The City is generally exempt from any taxes imposed by the State or Federal Government. A Tax Exemption Certificate will be provided as applicable.
- 17.2 The Water Division of the City of Lincoln is taxable per Reg. 066.14A and no exemption certificate will be issued.

18. CITY AUDIT ADVISORY BOARD

- 18.1 All parties of any City agreement shall be subject to audit pursuant to Chapter 4.66 of the Lincoln Municipal Code and shall make available to a contract auditor, as defined therein, copies of all financial and performance related records and materials germane to the contract/purchase order, as allowed by law.

19. E-VERIFY

- 19.1 In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section. For information on the E-Verify Program, go to www.uscis.gov/everify.

INSURANCE REQUIREMENTS FOR ALL CITY CONTRACTS

1. GENERAL PROVISIONS

- A. **Indemnification.** The Contractor shall indemnify and save harmless the City of Lincoln, Nebraska from and against all losses, claims, damages, and expenses, including attorney's fees, arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Contractor, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the Contractor to indemnify or hold harmless the City of Lincoln for any losses, claims, damages, and expenses arising out of or resulting from the sole negligence of the City of Lincoln, Nebraska.
- B. **Approved Coverage Prior to Commencing Work/Subcontractors Included.** Contractor shall purchase and maintain in place insurance to Protect Contractor and City against all liabilities and hazards as provided in this article throughout the duration of the Contract. Contractor shall not commence work under this contract until the Contractor has obtained all insurance required under this Section and such insurance has been approved by the City Attorney for the City of Lincoln, nor shall the Contractor allow any subcontractor to commence work on any subcontract until all similar insurance required of the subcontractor has been so obtained and approved.
- C. **Occurrence Basis Coverage.** All insurance shall be provided on an **occurrence basis** and not on a claims made basis, except for hazardous materials, errors and omissions, or other coverage not reasonably available on an occurrence basis; provided that all such claims made coverage is subject to the prior written approval of the City Attorney and must be clearly indicated as such in any certificate showing coverage.
- D. **Authorized and Rated Insurers Required.** All insurance coverage are to be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has an A.M. Best's Rating of no less than A:VII unless specific approval has been granted by the City Attorney.
- E. **Certificates Showing Coverage.** All certificates of insurance shall be filed with the City Attorney, and may utilize an appropriate standard ACORD Certificate of Insurance form showing the specific limits of insurance coverage required by this Article; provided that restrictions, qualifications or declarations inconsistent with the requirements of this Article shall not relieve the Contractor from providing insurance as required herein. Such certificates shall show the City of Lincoln as additional insured, including by specific endorsement where necessary, as indicated in the following requirements. Such certificate shall specifically state that the related insurance policies are to be endorsed to require the insurer to provide the City of Lincoln thirty days, notice of cancellation, non-renewal or any material reduction in the stated amounts or limits of insurance coverage.
- F. **Terminology.** The terms "insurance," "insurance policy," or "coverage" as used in this article are used interchangeably and shall have the same meaning as "insurance" unless the context clearly requires otherwise. References to "ISO®" forms are merely for convenience and ease of reference, and an equivalent or better form as determined acceptable by the City Attorney may be used. (Note: ISO® is a registered trademark of ISO Properties, Inc.)

2. INSURANCE REQUIREMENTS

- A. **Scope of Required Coverage.** The Contractor shall take out and maintain during the life of Contract such insurance in the forms and minimum amounts as specified in this Article and as will protect Contractor and City from the following claims arising out of or resulting from or in connection

with the Contractor's operations, undertakings or omissions directly or indirectly related to the Contract, whether by the Contractor or any Subcontractor or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- (1) Claims under workers' compensation, disability benefit, or other employee benefit acts;
- (2) Claims arising out of bodily injury, occupational sickness or disease, or death of an employee or any other person;
- (3) Claims customarily covered under personal injury liability coverage;
- (4) Claims other than to the work itself arising out of an injury to or destruction of tangible property, including the loss of use resulting therefrom;
- (5) Claims arising out of ownership, maintenance or use of any motor vehicle;
- (6) Railroad protective liability coverage in the event the contract involves work to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing.

B. Worker's Compensation Insurance and Employer's Liability Insurance. The Contractor shall provide applicable statutory Worker's Compensation Insurance with minimum limits as provided below covering all Contractor's employees, and in the case of any subcontracted work, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for Subcontractor's employees.

The Contractor shall provide Employer's Liability Insurance with minimum limits as provided below placed with an insurance company authorized to write such insurance in all states where the Contractor will have employees located in the performance of this contract, and the Contractor shall require each Subcontractor similarly to maintain Employer's Liability Insurance on the Subcontractor's employees.

Coverage	Listing	Min Amt	Notes
Worker's Comp.			
	State	Statutory	
	Applicable Federal	Statutory	
Employer's Liability			
	Bodily Injury by accident	\$500,000	each accident
	Bodily Injury by disease	\$500,000	each employee
	Bodily Injury	\$500,000	policy limit

C. Commercial General Liability Insurance.

- (1) The Contractor shall provide Commercial General Liability Insurance in a policy form providing no less comprehensive and no more restrictive coverage than provided under the ISO® form CG00010798 or newer with standard exclusions "a" through "o" and with minimum limits as provided below. Any other exclusions that operate to contradict or materially alter the standard exclusions shall be specifically listed on the certificate of insurance and shall be subject to the prior written approval of the City Attorney.

Coverage	Min Amt	Notes
General	\$2,000,000	Aggregate
Products and Completed Operations	\$2,000,000	Aggregate
Personal and Advertising Injury	\$1,000,000	
Each Occurrence	\$1,000,000	
Fire Damage Limit	\$ 100,000	any one fire
Medical Damage Limit	\$ 10,000	any one person

(2) The required Commercial General Liability Insurance shall also include the following:

- Coverage for all premises and operations
- Endorsement to provide the general aggregate per project endorsement
- Personal and advertising injury included
- Operations by independent contractors included
- Contractual liability coverage included
- X.C.U. Coverage including coverage for demolition of any building or structure, collapse, explosion, blasting, excavation and damage to property below the surface of ground.
- Any fellow employee exclusions shall be deleted
- Coverage shall not contain an absolute pollution exclusion, and applicable remaining coverage shall apply for pollution exposures arising from products and completed operations.
- Coverage for products and completed operations maintained for duration of work and shall be maintained for a minimum of three years after final acceptance under the Contract or the warranty period for the same whichever is longer, unless modified in any Special Provisions.
- Contractual Liability coverage shall include contractually assumed defense costs in addition to any policy limits.

(3) If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing, Railroad Contractual Liability Endorsement (ISO® form CG24170196 or newer).

(4) City may at its sole option, and in lieu of being additional insured on the Contractor's policy, by written requirement in the Special Provisions or by written change order, require Contractor to provide a separate Owner's Protective liability policy. The premium cost to obtain such insurance shall be as paid as provided in the Special Provision or change order, with any related cost savings as reasonably determined by the City being reimbursed or paid to the City.

D. Vehicle liability insurance coverage.

- The Contractor shall provide reasonable insurance coverage for all owned, non-owned, hired and leased vehicles with specific endorsements to include contractual liability coverage and delete any fellow employee exclusion.
- If specifically required in the Special Provisions, the required coverage shall also include an endorsement for auto cargo pollution (ISO® form CA 99 48).

E. Railroad Protective Liability. If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing or otherwise required by the Special Provisions or applicable requirements of an affected railroad, the Contractor shall provide Railroad Protective Liability Insurance naming the affected railroad/s as insured with

minimum limits for bodily injury and property damage of \$2,000,000 per occurrence, \$6,000,000 aggregate, or such other limits as required in the Special Provisions or by the affected railroad. The original of the policy shall be furnished to the railroad and a certified copy of the same furnished to the City Attorney's office prior to any related construction or entry upon railroad premises by the Contractor or for work related to the Contract.

- F. **Umbrella or Excess Insurance.** The Contractor shall provide Umbrella or Excess insurance coverage with minimum coverage limits of \$3,000,000 each occurrence and aggregate.
- G. **City included as Insured on Contractor's Policy – Endorsements required.** The Contractor shall provide adequate written documentation, including applicable ACORD certificates, declarations pages or other acceptable policy information demonstrating that the City is included as an additional insured along with the Contractor with respect to all of the coverages required in this "Section 2A Insurance Requirements," except for applicable Worker's Compensation coverage, to include all work performed for the City and specifically including, but not limited to, any liability caused or contributed to by the act, error, or omission of the Contractor, including any related subcontractors, third parties, agents, employees, officers or assigns of any of them. The documentation or endorsement shall specifically include the city as an additional insured for purposes of Products and Completed Operations. The inclusion of the City as additional insured shall be for coverage only on a primary basis for liability coverage, and no coverage shall contain a policy or other restriction or attempt to provide restricted coverage for the City, whether on an excess, contributory or other basis regardless of any other insurance coverage available to the City.

3. **CONTRACTOR'S INDEMNITY – CONTRACTUAL LIABILITY INSURANCE**

- A. To the same extent as specified for minimum coverage requirements in Section 2 above, the required insurance shall include contractual liability coverage to include indemnification and hold harmless agreements and provisions in the related Contract Documents, specifically including the following provision:
- (1) To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the City, its officers, agents, employees, volunteers and consultants from and against any and all claims, damages, losses, costs, and expenses, including but not limited to attorney's fees and costs arising out of or related to the Contract or the Contractor's activities, errors, or omissions related to the Contract including liabilities or penalties imposed by applicable, law, rule or regulation in connection therewith; provided that such claims, damages, losses, costs, and expenses, including but not limited to attorney's fees and costs:
- is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use therefrom, and
 - is caused in whole or in part by any act or omission of the Contractor, any subcontractor, agent, officer, employee, or assigns of the same or by anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in whole or in part by a party indemnified hereunder.
- (2) Such indemnification shall not be construed to negate, abridge, limit or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this section.
- B. In any and all claims by any employee (whether an employee of the Contractor or subcontractor, or their respective agents or assigns by anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable as an employer) in whole or in part against the City, its officers, agents, employees, volunteers or consultants, the above indemnification shall not be limited in any way by the amount of damages, compensation, benefits or other contributions payable by or on behalf of a the employer under Worker's Compensation statutes, disability benefit acts, or any other employee benefit or payment acts as the case may be.

- C. The obligations of indemnification herein shall not include or extend to:
- (1) Any outside engineer's or architect's professional errors and omissions involving the approval or furnishing of maps, drawings, opinions, reports, surveys, change orders, designs or specifications within the scope of professional services provided to the City and related to the Contract; and
 - (2) Any claims arising out of the negligence of the City to the extent the same is the sole and proximate cause of the injury or damage so claimed.
- D. In the event of any litigation of any such claims shall be commenced against the City, Contractor shall defend the same at Contractor's sole expense upon notice thereof from the City. Contractor shall notify the insuring company that the City reserves and does not waive any statutory or governmental immunity and neither Contractor, nor Contractor's counsel whether employed by Contractor or by an insurer on behalf of the Contractor shall waive such defenses or enter into any settlement or other disposition requiring waiver of any defenses or immunity of the City without the express written consent of the City.

4. CONTRACTOR'S INSURANCE FOR OTHER LOSSES.

- A. Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools owned, rented or used in connection with the Contract including any tools, machinery, equipment, storage devices, containers, sheds, temporary structures, staging structures, scaffolding, fences, forms, braces, jigs, screens, brackets, vehicles and the like owned or rented by Contractor, or Contractor's agents, subcontractors, suppliers, or employees.
- B. In connection with the above, Contractor shall cause or require any applicable insurance related to physical damage of the same to provide a waiver of a right of subrogation against the City.

5. NOTIFICATION IN EVENT OF LIABILITY OR DAMAGE.

- A. The Contractor shall promptly notify the City in writing and provide a copy of all claims and information presented to any of Contractor's insurance carrier/s upon any loss or claim or upon any occurrence giving rise to any liability or potential liability related to the Contract or related work. The notice to the City shall include pertinent details of the claim or liability and an estimate of damages, names of witnesses, and other pertinent information including the amount of the claim, if any.
- B. In the event the City receives a claim or otherwise has actual knowledge of an any loss or claim arising out of the Contract or related work and not otherwise known to or made against the Contractor, the City shall promptly notify the Contractor of the same in writing, including pertinent details of the claim or liability; Provided, however the City shall have no duty to inspect the project to obtain such knowledge, and provided further that the City's obligations, if any, shall not relieve the Contractor of any liability or obligation hereunder.

6. PROPERTY INSURANCE/ BUILDER'S RISK.

- A. The Contractor shall provide property insurance (a/k/a Builder's Risk or installation Floater) on all Projects involving construction or installation of buildings or structures and other projects where provided in the Special Provisions. Such insurance shall be provided in the minimum amount of the total contract sum and in addition applicable modifications thereto for the entire work on a replacement cost basis. Such insurance shall be maintained until the City completes final acceptance of the work as provided in the Contract. Such insurance shall be written and endorsed, where applicable, to include the interests of the City, Contractor, Subcontractors, Sub-subcontractors in the related work. The maximum deductible for such insurance shall be \$5,000 for each occurrence, which deductible shall be the responsibility of the Contractor. Such insurance shall contain a "permission to occupy" endorsement.

- B. All related Property Insurance shall be provided on a "Special Perils" or similar policy form and shall at a minimum insure against perils of fire including extended coverage and physical loss or damage including without limitation or duplication of coverage: flood, earthquake, theft, vandalism, malicious mischief, collapse, and debris removal, including demolition whether occasioned by the loss or by enforcement of applicable legal or safety requirements including compensation or costs for City's related costs and expenses (as owner) including labor required as a result of such loss.
- C. All related Property Insurance shall include coverage for falsework, temporary buildings, work stored off-site or in-transit to the site, whether in whole or in part. Coverage for work off-site or in-transit shall be a minimum of 10% of the amount of the policy.
- D. The Contractor's Property Insurance shall be primary coverage for any insured loss related to or arising out of the Contract and shall not be reduced by or coordinated with separate property insurance maintained by the City.



Nebraska Resale or Exempt Sale Certificate

FORM 13

for Sales Tax Exemption

• Read instructions on reverse side/see note below

NAME AND MAILING ADDRESS OF PURCHASER			NAME AND MAILING ADDRESS OF SELLER		
Name The City of Lincoln			Name Elite Professionals Home Care Co. & Elite Services LLC		
Street or Other Mailing Address 555 South 10th Street			Street or Other Mailing Address 3901 Faulkner Drive		
City Lincoln	State NE	Zip Code 68508	City Lincoln	State NE	Zip Code 68516

Check Type of Certificate

Single Purchase Blanket If blanket is checked, this certificate is valid until revoked in writing by the purchaser.

I hereby certify that the purchase, lease, or rental by the above purchaser is exempt from the Nebraska sales tax for the following reason:

Check One Purchase for Resale (Complete Section A) Exempt Purchase (Complete Section B) Contractor (Complete Section C)

SECTION A — Nebraska Resale Certificate

Description of Item or Service Purchased

I hereby certify that the purchase, lease, or rental of from the above seller is exempt from the Nebraska sales tax as a purchase for resale, rental, or lease in the normal course of our business, either in the form or condition in which purchased, or as an ingredient or component part of other property to be resold.

I further certify that we are engaged in business as a: Wholesaler Retailer Manufacturer Lessor of Description of Product Sold, Leased, or Rented

If None, State Reason

and hold Nebraska Sales Tax Permit Number 01-

or Foreign State Sales Tax Number State

SECTION B — Nebraska Exempt Sale Certificate

The basis for this exemption is exemption category 1 (Insert appropriate category as described on reverse of this form.)

If exemption category 2 or 5 is claimed, enter the following information:

Description of Item(s) Purchased Intended Use of Item(s) Purchased

If exemption categories 3 or 4 are claimed, enter the Nebraska Exemption Certificate number. 05-

If exemption category 6 is claimed, seller must enter the following information and sign this form below:

Description of Item(s) Sold Date of Seller's Original Purchase Was Tax Paid when Purchased by Seller? Was Item Depreciable?
 YES NO YES NO

SECTION C — For Contractors Only

1. Purchases of Building Materials or Fixtures:

As an Option 1 or Option 3 contractor, I hereby certify that purchases of building materials and fixtures from the above seller are exempt from Nebraska sales tax. My Nebraska Sales or Consumer's Use Tax Permit Number is: 01-

2. Purchases Made Under Purchasing Agent Appointment on behalf of _____: (exempt entity)

Pursuant to an attached Purchasing Agent Appointment and Delegation of Authority for Sales and Use Tax, Form 17, I hereby certify that purchases of building materials, and fixtures are exempt from Nebraska sales tax.

Any purchaser, or their agent, or other person who completes this certificate for any purchase which is other than for resale, lease, or rental in the regular course of the purchaser's business, or is not otherwise exempted from the sales and use tax under Neb. Rev. Stat. §§77-2701 through 77-27,135, shall in addition to any tax, interest, or penalty otherwise imposed, be subject to a penalty of \$100 or ten times the tax, whichever amount is larger, for each instance of presentation and misuse. With regard to a blanket certificate, this penalty shall apply to each purchase made during the period the blanket certificate is in effect. Under penalties of law, I declare that I am authorized to sign this certificate, and to the best of my knowledge and belief, it is correct and complete.

sign here

Authorized Signature

Purchasing Agent

Title

12-23-14
Date

NOTE: Sellers must keep this certificate as part of their records. DO NOT SEND TO THE NEBRASKA DEPARTMENT OF REVENUE.

Incomplete certificates cannot be accepted.

www.revenue.ne.gov, (800) 742-7474 (toll free in NE and IA), (402) 471-5729

NOTE: This form cannot be used for the WATER Division of the City of Lincoln. The WATER Division is taxable per Reg. 066.14A or applicable laws.

INSTRUCTIONS

WHO MAY ISSUE A RESALE CERTIFICATE. Form 13, Section A, is to be issued by persons or organizations making purchases of property or taxable services in the **normal** course of their business for the purpose of resale either in the form or condition in which it was purchased, or as an ingredient or component part of other property.

WHO MAY ISSUE AN EXEMPT SALE CERTIFICATE. Form 13, Section B can only be issued by persons or organizations exempt from payment of the Nebraska sales tax by qualifying for one of the six enumerated **Categories of Exemption** (see below). Nonprofit organizations that have a 501(c) designation and are exempt from federal and state income tax are **not** automatically exempt from **sales** tax. Only the entities listed in the referenced regulations are exempt from paying Nebraska sales tax on their purchases when the exemption certificate is properly completed and provided to the seller. Organizations claiming a sales tax exemption may do so only on items purchased for their own use. For health care organizations, the exemption is limited to the specific level of health care they are licensed for. The exemption is not issued to the entire organization when multiple levels of health care or other activities are provided or owned by the organization. Items purchased by an exempt organization that will be resold must be supported by a properly completed Nebraska Resale Certificate, Form 13, Section A.

Indicate the category which properly reflects the basis for your exemption. Place the corresponding number in the space provided in Section B. If category 2 through 6 is the basis for exemption, you must complete the information requested in Section B.

Nebraska Sales and Use Tax Reg-1-013, Sale for Resale – Resale Certificate, and Reg-1-014, Exempt Sale Certificate, provide additional information on the proper issuance and use of this certificate. These and other regulations referred to in these instructions are available on our Web site: www.revenue.ne.gov/legal/regs/slstaxregs.

Use Form 13E for purchases of energy sources which qualify for exemption. Use Form 13ME for purchases of mobility enhancing equipment on a motor vehicle.

CONTRACTORS. Form 13, Section C, Part 1, must be completed by contractors operating under Option 1 or Option 3 to document their tax-free purchase of building materials or fixtures from their suppliers. Section C, Part 2, may be completed to exempt the purchase of building materials or fixtures pursuant to a Purchasing Agent Appointment, Form 17. See the contractor information guides on our Web site www.revenue.ne.gov for additional information.

WHERE TO FILE. Form 13 is given to the seller at the time of the purchase of the property or service or when sales tax is due. The certificate must be retained with the seller's records for audit purposes. Do not send to the Department of Revenue.

SALES TAX NUMBER. A purchaser who completes Section A and is engaged in business as a wholesaler or manufacturer is not required to provide an identification number. Out-of-state purchasers can provide their home state sales tax number. Section B does not require an identification number when exemption category 1, 2, or 5 is indicated.

PROPERLY COMPLETED CERTIFICATE. A purchaser must complete a certificate before issuing it to the seller. To properly complete the certificate, the purchaser must include: (1) identification of the purchaser and seller, (2) a statement whether the certificate is for a single purchase or is a blanket certificate,

(3) a statement of basis for exemption including completion of all information for the basis chosen, (4) the signature of an authorized person, and (5) the date the certificate was issued.

PENALTIES. Any purchaser who gives a Form 13 to a seller for any purchase which is other than for resale, lease, or rental in the **normal** course of the purchaser's business, or is not otherwise exempted from sales and use tax under the Nebraska Revenue Act, shall be subject to a penalty of \$100 or ten times the tax, whichever amount is larger, for each instance of presentation and misuse.

Any purchaser, or their agent, who fraudulently signs a Form 13 may be found guilty of a Class IV misdemeanor.

CATEGORIES OF EXEMPTION

1. Purchases made directly by certain governmental agencies identified in Nebraska Sales and Use Tax Reg-1-012, Exemptions; Reg-1-072, United States Government and Federal Corporations; and Reg-1-093, Governmental Units, are exempt from sales tax. A list of specific governmental units are provided in the above regulations. Governmental units are not assigned exemption numbers.

Sales to the United States government, its agencies, and corporations wholly owned by the United States government are exempt from sales tax. However, sales to institutions chartered or created under federal authority, but which are not directly operated and controlled by the United States government for the benefit of the public, generally are taxable. Construction projects for federal agencies have specific requirements, see Reg-1-017 Contractors.

Purchases that are **not** exempt from Nebraska sales and use tax include, but are not limited to, governmental units of other states, sanitary and improvement districts, urban renewal authorities, rural water districts, railroad transportation safety districts, and county historical or agricultural societies.

2. Purchases when the intended use renders it exempt as set out in paragraph 012.02D of Reg-1-012, Exemptions. Complete the description of the item purchased and the intended use as required on the front of Form 13. Sellers of **repair parts** for agricultural machinery and equipment cannot accept a Form 13 to exempt such sales from tax.

3. Purchases made by organizations that have been issued a Nebraska Exempt Organization - Certificate of Exemption are exempt from sales tax. Reg-1-090, Nonprofit Organizations; Reg-1-091, Religious Organizations; and Reg-1-092, Educational Institutions, identify such organizations. These organizations will be issued a Nebraska state exemption identification number. This exemption number must be entered in Section B of the Form 13.

4. Purchases of common or contract carrier vehicles and repair and replacement parts for such vehicles.

5. Purchases of manufacturing machinery or equipment by a taxpayer engaged in business as a manufacturer for use predominantly in manufacturing. This includes the installation, repair, or maintenance of such qualified manufacturing machinery or equipment (see Revenue Ruling 01-08-2).

6. A sale that qualifies as an occasional sale, such as a sale of depreciable machinery and equipment productively used by the seller for more than one year and the seller previously paid tax on the item. The **seller** must sign and give the exemption certificate to the purchaser. The certificate must be retained by the purchaser for audit purposes (see Reg-1-014, Exempt Sale Certificate).