STATE OF NEBRASKA SERVICE CONTRACT AMENDMENT

State Purchasing Bureau
301 Centennial Mall South, 1st Floor
Lincoln, Nebraska 68508
OR
P.O. Box 94847
Lincoln, Nebraska 68509-4847
Telephone: (402) 471-2401
Fax: (402) 471-2089

PAGE	ORDER DATE
1 of 3	10/05/12
BUSINESS UNIT	BUYER
26710354	ROBERT THOMPSON (AS)

CONTRACT NUMBER
27625 O4

VENDOR NUMBER: 1321185

VENDOR ADDRESS:

QUALIS HEALTH
10700 MERIDIAN AVE N STE 100
SEATTLE WASHINGTON 98133-9008

THE CONTRACT PERIOD IS:

NOVEMBER 01, 2010 THROUGH OCTOBER 31, 2013

THIS SERVICE CONTRACT HAS BEEN AMENDED PER THE FOLLOWING INFORMATION:

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

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

Original Contract/Bid Document 1961 Z1

Contract to provide to the State of Nebraska both a quality and utilization management program for medical services provided to clients not enrolled in a health maintenance organization and to provide the Nebraska Medicaid Agency and the federal government with an annual external and independent review of access to, timliness, and quality outcomes of the services included in the contract between the Nebraska Medicaid Agency and the Managed Care Organization (MCO) providing health care to Nebraska Medicaid consumers enrolled in Medicaid managed care programs, for a period effective November 1, 2010 through October 31, 2013.

The State may request that payment be made electronically instead of by state warrant. ACH/EFT Enrollment Form can be found at: http://www.das.state.ne.us/accounting/forms/achenrol.pdf

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

If the Contractor is an individual or sole proprietorship, the following applies:
1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at: www.das.state.ne.us.
2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation require to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

The contract shall incorporate the following previously submitted documents:
1. Contract Award;
2. Any Contract Amendments, in order of significance;
3. Any Request for Proposal Addenda and/or Amendments to include Questions and Answers;

CHIEF EXECUTIVE OFFICER
DEPARTMENT OF HEALTH AND HUMAN SERVICES

10/31/12
10-30-12
BUYER

MATERIEL ADMINISTRATOR

R43500|NISH0003 100416

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VENDOR NUMBER: 1321185

4. The original RFP document;
5. The signed Request for Proposal form; and
6. The Contractor's Proposal.

Vendor Contact: Donna Christensen
Phone: 206-288-2313
Fax: 206-368-2419
Email: donnac@qualishealth.org

THIS IS THE FIRST RENEWAL OF THE CONTRACT. Contract renewal is inclusive of Amendments One (1) through Three (3). (10/28/10 djg)

AMENDMENT FOUR (4) CONTRACT IS AMENDED TO ADJUST QUANTITY ON LINES 16-18 AND ADD LINES 24-25. (02/17/12 jh)

AMENDMENT FIVE (5): Amendment Five as attached. (10/05/12 djg)

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
1	retrospective review (inpatient) acute care hospitals certified as critical access hospitals	1,936.0000	EA	100.0000	193,600.00
2	retrospective review (inpatient) accute care hospitals reimbursed under the DRG payment methodology	11,890.0000	EA	150.0000	1,783,500.00
3	cost outlier review accute care hospitals reimbursed under the DRG payment methodology	478.0000	EA	275.0000	131,450.00
4	retrospective review (OUTPATIENT) accute care hospitals certified as critical access hospitals	788.0000	EA	100.0000	78,800.00
5	retrospective review (OUTPATIENT) accute care hospitals reimbursed under the DRG payment methodology	2,040.0000	EA	100.0000	204,000.00
6	retrospective review ambulatory surgical centers	2,496.0000	EA	100.0000	249,600.00
7	inpatient acute rehabilitation preadmission/admission review	1,923.0000	EA	93.0000	178,839.00
8	inpatient acute rehabilitation continued stay review	2,040.0000	EA	93.0000	189,720.00
9	reconsiderations	1,200.0000	EA	275.0000	330,000.00
10	appeals	320.0000	EA	650.0000	208,000.00

BUYER INITIALS

STATE OF NEBRASKA SERVICE CONTRACT AWARD

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BUSINESS UNIT	BUYER
26710354	ROBERT THOMPSON (AS)

VENDOR NUMBER: 1321185

CONTRACT NUMBER
27625 O4

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
14	special project (one annually)	10.0000	EA	60,000.0000	600,000.00
15	external quality review PROJECT 11/1/10 - 10/31/11	64.0000	MO	16,583.3300	1,061,333.12
16	Prior authorization reviews and concurrent reviews	32,247.0000	EA	55.0000	1,773,585.00
17	Special reports and consultation	90.0000	EA	131.0000	11,790.00
18	Retrospective eligibility reviews	701.0000	EA	131.0000	91,831.00
21	EXTERNAL QUALITY REVIEW PROJECT 11/1/11 - 06/30/12	24.0000	MO	16,666.6700	400,000.08
22	EXTERNAL QUALITY REVIEW PROJECT 11/1/12 - 10/31/13	12.0000	MO	20,914.1700	250,970.04
23	NEGATIVE DATA ENTRY LINE	-823.0000	EA	1.0000	-823.00
24	ADMINISTRATIVE REVIEWS	2,200.0000	EA	17.7200	38,984.00
25	POST - PAYMENT REVIEWS	190.0000	EA	150.0000	28,500.00
26	EXTERNAL QUALITY REVIEW PROJECT 07/01/12 - 10/31/12	4.0000	MO	18,998.6700	75,994.68
	Total Order				**8,123,273.92**

RT
BUYER INITIALS

AMENDMENT FIVE
Contract 27625 O4
A Contract To Provide Both A Quality And Utilization Management Program For Medical Services Provided To Clients Not Enrolled In A Managed Care Organization (MCO) And An External And Independent Review Of Quality Of Services Provided By The MCOs for the State of Nebraska
Between
The State of Nebraska and Qualis Health

This Amendment (the "Amendment") is made by the State of Nebraska and Qualis Health, parties to Contract 27625 O4 (the "Contract"), and upon mutual agreement and other valuable consideration the parties agree to and hereby amend the contract effective July 1, 2012, as follows:

The service descriptions for lines 4-5 and 21 are hereby amended as follows.

Line	Description
4	Retrospective Review (Outpatient) Acute Care Hospitals certified as Critical Access Hospitals
5	Retrospective Review (Outpatient) Acute Care Hospitals reimbursed under the DRG payment methodology
21	External Quality Review Project 11/1/2011 – 06/30/2012

Line 22 is hereby replaced and superseded with the following.

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
22	External Quality Review Project 11/1/2012 – 10/31/2013	12	MO	$20,914.17	$250,970.04

Line 26 is hereby added.

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
26	External Quality Review Project 07/01/2012 – 10/31/2012	4	MO	$18,998.67	$75,994.68

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

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

State of Nebraska

By: _____

Name: STEVE SULEK

Title: MATERIEL ADMINISTRATOR

Date: 11/6/12

Contractor: Qualis Health

By: _____

Name: Jonathan Sugarman

Title: CEO

Date: 9/28/12

Department of Health and Human Services (DHHS)

By: _____

Name: Kenny T Wintersen

Title: CFO

Date: 10/26/12

STATE OF NEBRASKA SERVICE CONTRACT AMENDMENT

State Purchasing Bureau
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PAGE	ORDER DATE
1 of 3	02/21/12
BUSINESS UNIT	BUYER
26710354	ROBERT THOMPSON (AS)

CONTRACT NUMBER
27625 O4

VENDOR NUMBER: 1321185

VENDOR ADDRESS:

QUALIS HEALTH
10700 MERIDIAN AVE N STE 100
SEATTLE WASHINGTON 98133-9008

THE CONTRACT PERIOD IS:

NOVEMBER 01, 2010 THROUGH OCTOBER 31, 2013

THIS SERVICE CONTRACT HAS BEEN AMENDED PER THE FOLLOWING INFORMATION:

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

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

Original Contract/Bid Document 1961 Z1

Contract to provide to the State of Nebraska both a quality and utilization management program for medical services provided to clients not enrolled in a health maintenance organization and to provide the Nebraska Medicaid Agency and the federal government with an annual external and independent review of access to, timliness, and quality outcomes of the services included in the contract between the Nebraska Medicaid Agency and the Managed Care Organization (MCO) providing health care to Nebraska Medicaid consumers enrolled in Medicaid managed care programs, for a period effective November 1, 2010 through October 31, 2013.

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3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

The contract shall incorporate the following previously submitted documents:
1. Contract Award;
2. Any Contract Amendments, in order of significance;

CHIEF EXECUTIVE OFFICER
DEPARTMENT OF HEALTH AND HUMAN SERVICES

JDS 2-23-12
2/22/12
BUYER

MATERIEL ADMINISTRATOR

R43500|NISH0003 100416

STATE OF NEBRASKA SERVICE CONTRACT AMENDMENT

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VENDOR NUMBER: 1321185

3. Any Request for Proposal Addenda and/or Amendments to include Questions and Answers;
4. The original RFP document;
5. The signed Request for Proposal form; and
6. The Contractor's Proposal.

Vendor Contact: Donna Christensen
Phone: 206-288-2313
Fax: 206-368-2419
Email: donnac@qualishealth.org

THIS IS THE FIRST RENWAL OF THE CONTRACT. Contract renewal is inclusive of Amendments One (1) through Three (3). (10/28/10 djg)

AMENDMENT FOUR (4) CONTRACT IS AMENDED TO ADJUST QUANTITY ON LINES 16-18 AND ADD LINES 24-25. (02/17/12 jh)

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
1	retrospective review (inpatient) acute care hospitals certified as critical access hospitals	928.0000	EA	100.0000	92,800.00
2	retrospective review (inpatient) accute care hospitals reimbursed under the DRG payment methodology	5,648.0000	EA	150.0000	847,200.00
3	cost outlier review accute care hospitals reimbursed under the DRG payment methodology	239.0000	EA	275.0000	65,725.00
4	retrospective review accute care hospitals certified as critical access hospitals	394.0000	EA	100.0000	39,400.00
5	retrospective review accute care hospitals reimbursed under the DRG payment methodology	1,020.0000	EA	100.0000	102,000.00
6	retrospective review ambulatory surgical centers	1,248.0000	EA	100.0000	124,800.00
7	inpatient acute rehabilitation preadmission/admission review	550.0000	EA	93.0000	51,150.00
8	inpatient acute rehabilitation continued stay review	1,020.0000	EA	93.0000	94,860.00
9	reconsiderations	600.0000	EA	275.0000	165,000.00
10	appeals	160.0000	EA	650.0000	104,000.00
11	prior authorization review out-of-state services	220.0000	EA	100.0000	22,000.00

RC
BUYER INITIALS

STATE OF NEBRASKA SERVICE CONTRACT AMENDMENT

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VENDOR NUMBER: 1321185

CONTRACT NUMBER
27625 O4

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
12	prior authorization review	518.0000	EA	100.0000	51,800.00
13	focused reviews	175.0000	EA	150.0000	26,250.00
14	special project (one annually)	5.0000	EA	60,000.0000	300,000.00
15	external quality review PROJECT 11/1/10 - 10/31/11	32.0000	MO	16,583.3300	530,666.56
16	Prior authorization reviews and concurrent reviews	32,247.0000	EA	55.0000	1,773,585.00
17	Special reports and consultation	90.0000	EA	131.0000	11,790.00
18	Retrospective eligibility reviews	701.0000	EA	131.0000	91,831.00
21	EXTERNAL QUALITY REVIEW PROJECT 11/1/11 - 10/31/12	12.0000	MO	16,666.6700	200,000.04
22	EXTERNAL QUALITY REVIEW PROJECT 11/1/12 - 10/31/13	12.0000	MO	16,750.00002	201,000.00
24	ADMINISTRATIVE REVIEWS	2,200.0000	EA	17.7200	38,984.00
25	POST - PAYMENT REVIEWS	190.0000	EA	150.0000	28,500.00
	Total Order				**4,963,341.60**

RT
BUYER INITIALS

R43500|NISH0003 100416

CONTRACT AMENDMENT

BETWEEN THE

NEBRASKA DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF MEDICAID AND LONG-TERM CARE

AND

QUALIS HEALTH

AMENDMENT FIVE, FEBRUARY 2012

This document shall serve as an Amendment to Contract Renewal 27625-04, between the State of Nebraska, Department of Health and Human Services (hereinafter the DEPARTMENT) and Qualis Health (hereinafter the CONTRACTOR). Other terms and conditions of said Contract not hereinafter amended or modified shall remain in full force and effect.

WITNESSETH

Now, therefore, the parties agree to the following modifications:

- **Section III(A)(d) of the Contract Renewal (Glossary of Terms) shall be modified to include the following definitions:**

Administrative Review: A prospective (pre-payment) review is performed by the Contractor in specific situations previously approved by the Department. This review does not include evaluation of medical necessity or other clinical considerations. An administrative review includes, but is not limited to, checking for the validity of the provider's identification number, diagnosis codes, client's Medicaid eligibility and identification number, certification dates and units of service. An administrative review is often performed in combination with a post-payment review.

Post-Payment Review: A retrospective review performed by the Contractor following the provision of service and payment to the service provider by the Department. This review includes, but is not limited to a review of medical, clinical and claim documentation, evaluation of medical necessity, appropriateness of the provided services and service location, accuracy of the billing and any other information required to support accurate and appropriate Medicaid reimbursement.

- **Section III(B) of the Contract Renewal (Consideration) shall be modified to include two additional review types and costs:**

Administrative Reviews	$17.72 per Unit
Post-Payment Reviews	$150.00 per Unit

- **Page 3 of the Service Contract Award shall be modified as shown below:**

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
16	Prior Authorization Reviews and Concurrent Reviews	32247	EA	$55.00	$1,773,585.00
17	Special Reports & Consultation Hours	90	EA	$131.00	$11,790.00
18	Retrospective Eligibility Reviews	701	EA	$131.00	$91,831.00
19					
20					
21					
22					
23	Administrative Reviews	2200	EA	$17.72	$38,984.00
24	Post-Payment Reviews	190	EA	$150.00	$28,500.00
	Total Order				$4, 963,341.60

Any and all terms and conditions not otherwise modified by the document, remain in full force and effect in their original form.

IN WITNESS THEROF, the parties have duly executed this contract hereto, and each party acknowledges the receipt of a duly executed copy of this contract with original signatures.

FOR DHHS:

Signature

Kerry T. Winterer
Chief Executive Officer
Department of Health and Human Services
Qualis Health

DATE: 2/15/2012

FOR CONTRACTOR:

Signature

Jonathan Sugarman, M.D., M.P.H.
President and Chief Executive Officer

DATE: 2/13/12

FOR ADMINISTRATIVE SERVICES:

Signature

Steve Sulek
Materiel Administrator
Administrative Services

DATE: 2/28/12

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CONTRACT NUMBER
27625 O4

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26710354	ROBERT THOMPSON (AS)

VENDOR NUMBER: 1321185

VENDOR ADDRESS:

QUALIS HEALTH
10700 MERIDIAN AVE N STE 100
SEATTLE WASHINGTON 98133-9008

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

NOVEMBER 01, 2010 THROUGH OCTOBER 31, 2013

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Original/Bid Document 1961 Z1
Contract awarded from RFP 1961Z1

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4. The original RFP document;
5. The signed Request for Proposal form; and

CHIEF EXECUTIVE OFFICER
DEPARTMENT OF HEALTH AND HUMAN SERVICES

BUYER

MATERIEL ADMINISTRATOR

R43500|N8SK0002 100416

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6. The Contractor's Proposal.

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Phone: 206-288-2313
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THIS IS THE FIRST RENWAL OF THE CONTRACT. Contract renewal is inclusive of Amendments One (1) through Three (3). (10/28/10 djg)

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2	retrospective review (inpatient) accute care hospitals reimbursed under the DRG payment methodology	5,648.0000	EA	150.0000	847,200.00
3	cost outlier review accute care hospitals reimbursed under the DRG payment methodology	239.0000	EA	275.0000	65,725.00
4	retrospective review accute care hospitals certified as critical access hospitals	394.0000	EA	100.0000	39,400.00
5	retrospective review accute care hospitals reimbursed under the DRG payment methodology	1,020.0000	EA	100.0000	102,000.00
6	retrospective review ambulatory surgical centers	1,248.0000	EA	100.0000	124,800.00
7	inpatient acute rehabilitation preadmission/admission review	550.0000	EA	93.0000	51,150.00
8	inpatient acute rehabilitation continued stay review	1,020.0000	EA	93.0000	94,860.00
9	reconsiderations	600.0000	EA	275.0000	165,000.00
10	appeals	160.0000	EA	650.0000	104,000.00
11	prior authorization review out-of-state services	220.0000	EA	100.0000	22,000.00
12	prior authorization review	518.0000	EA	100.0000	51,800.00
13	focused reviews	175.0000	EA	150.0000	26,250.00
14	special project (one annually)	5.0000	EA	60,000.0000	300,000.00
15	external quality review PROJECT 11/1/10 - 10/31/11	32.0000	MO	16,583.3300	530,666.56

BUYER INITIALS

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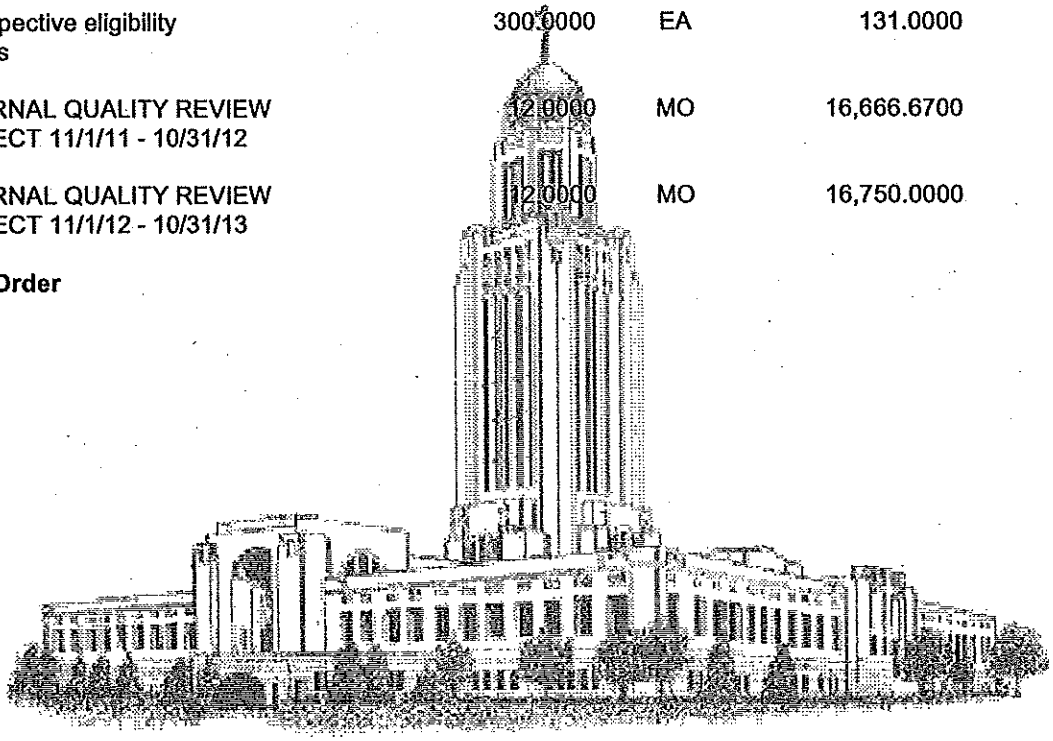
Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
16	Prior authorization reviews and concurrent reviews	33,000.0000	EA	55.0000	1,815,000.00
17	Special reports and consultation	30.0000	EA	131.0000	3,930.00
18	Retrospective eligibility reviews	300.0000	EA	131.0000	39,300.00
21	EXTERNAL QUALITY REVIEW PROJECT 11/1/11 - 10/31/12	12.0000	MO	16,666.6700	200,000.04
22	EXTERNAL QUALITY REVIEW PROJECT 11/1/12 - 10/31/13	12.0000	MO	16,750.0000	201,000.00
	Total Order				**4,876,881.60**



BUYER INITIALS

NEBRASKA
Administrative Services
Dave Heineman, Governor

Carlos Castillo, Jr.
Director

CONTRACT RENEWAL

Contract 27625-04, between the State of Nebraska, Department of Health and Human Services and Department of Administrative Services (State) and Qualis Health (hereinafter the CONTRACTOR) is hereby renewed with the following amendments. Other terms and conditions of said Contract not hereinafter amended shall remain in full force and effect.

WITNESSETH

Now, therefore, the parties agree to the following modifications:

I. Term:
The term of the contract shall be renewed for an additional three (3) year period, i.e. November 1, 2010 through October 31, 2013.

II. External Quality Review Organization:

A. Scope of Work: In addition to the Scope of Work and Project Requirements in Contract 27625-04, the Contractor agrees that for valuable consideration provided by the State, the Contractor shall provide an annual external and independent review of access to, timeliness, and quality outcomes of the services included in the contract between the Nebraska Medicaid Agency and two Managed Care Organizations (MCOs).

B. Consideration: Upon approval by the State of Contractor's performance set forth in paragraph IIA herein, and submission of an invoice from the Contractor, the State shall pay the Contractor as follows:

November 1, 2010 – October 31, 2011	$199,000.00
November 1, 2011 – October 31, 2012	$200,000.00
November 1, 2012 – October 31, 2013	$201,000.00

III. Medicaid Home Health and Private-Duty Nursing Reviews:

A. Scope of Work: In addition to the Scope of Work and Project Requirements in Contract 27625-04, the Contractor agrees that for valuable consideration provided by the State, the Contractor shall:

a. Article IV(I) of the RFP section of Contract 27625-04shall be modified to read:
The Nebraska Medical Assistance Program will:
6. Maintain a Program Specialist as the primary contact person with the Contractor for home health and private-duty nursing services for the term

Steve Sulek • Administrator
Materiel Division • 301 Centennial Mall South • P.O. Box 94847 • Lincoln, Nebraska 68509-4847 • Phone: 402-471-2401 • Fax: 402-471-2089
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of this this renewal. This person will be available for problem resolution and quality assurance.

b. Article IV (G) of the RFP section of Contract 27625-04shall be modified to read:
   1. The Contractor shall designate a contract manager to work directly with the agency. The contract manager shall be a full-time employee of the Contractor with the authority to revise processes or procedures and assign additional resources as needed to ensure the maximum efficiency and effectiveness of utilization review services. The Contractor shall also designate a secondary contact, with the ability to respond to inquiries from the State, in the absence of the contract manager. The contract manager or secondary contact will respond to communication from the State in one to three (1-3) business days, depending on the urgency of the request.

c. Article IV (J) of Contract 27625-04shall be modified to read:
   The Contractor will be required to:
   7. Provide a quarterly summary report to the State with an analysis of home health and private-duty nursing service authorization data that identifies utilization patterns and trends and includes recommendations for improving the efficiency and cost-effectiveness of these services and of the authorization review process, including decreasing the frequency and volume of reviews for Medicaid clients with chronic service needs. The first report shall be due January 2011.
   8. Provide home health and private-duty nursing services request and authorization information in a format identified by the State, for the purposes of independent research and analysis.
   9. Provide accurate and timely authorization data in an electronic format identified by the State that allows for the timely filing and payment of Medicaid home health and private-duty nursing claims and the quick resolution of claim payment issues.
   10. Transmit authorization data to the State on a daily basis, unless an exception is granted by the State. This data shall meet the minimum standard of ninety percent (90%) accuracy that is within reasonable control of the Contractor.
   11. Transmit any corrections to erroneous data to the State within two (2) business days, unless an exception is granted by the State.
   12. Communicate any provider data entry error information to the provider and, if the provider fails to submit the necessary correction within three (3) business days, deny the authorization request.

d. STATE – GLOSSARY OF TERMS of the RFP section of Contract 27625-04shall be modified to read:
   Prior Authorization Review: A prospective (pre-payment) review performed by the Contractor of the medical necessity and appropriateness of the services and the setting where the services are delivered for which the home health or

private-duty nursing services provider is requesting Medicaid reimbursement. Retrospective eligibility reviews of home health or private-duty nursing services for children under one year of age are considered Prior Authorization Reviews.

Retrospective Eligibility Review: A review performed by the Contractor when Medicaid eligibility is established after services have already been provided. Retrospective eligibility reviews of home health or private-duty nursing services for children under one year of age are considered Prior Authorization Reviews.

e. Appendix A shall be added to the contract with the following:
The Contractor shall:
   1. Provide written notification to Medicaid clients when payment for home health or private-duty nursing services is denied or reduced. The written notification shall include: description of requested service; clear and specific reason for the determination and the relevant regulatory citation; client's name, address and Medicaid identification number; name of provider; date(s) of service(s) for which payment is being denied; date of the notice; a statement informing clients of their right to a fair hearing; description of the process, address and deadline for filing an appeal request; description of the process and deadline for requesting continuation of current level of services; and a statement that the client may be liable for the cost of the services if the denial or reduction of payment is upheld.

   2. Provide written notification to the provider when home health or private-duty nursing services have been provided and payment for these services is denied or reduced, retroactively. The written notification shall include: description of requested service; clear and specific reason for the determination and the relevant regulatory citation; client's name, address and Medicaid identification number; name of provider; date(s) of service(s) for which payment is being denied; date of the notice; a statement informing providers of their right to a fair hearing; description of the process, address and deadline for filing an appeal request; and a statement that the client is not liable for the cost of the services if the denial or reduction of payment is upheld.

   3. Any notifications provided by Contractor shall comply with applicable statutory and regulatory authority under federal and Nebraska law.

B. Consideration: Upon approval by the State of Contractor's performance set forth in paragraph IIIA herein, and submission of an invoice from the Contractor, the State shall pay the Contractor up to $648,230 per year (November 1 – October 31), based on the following per unit prices:

Prior Authorization Reviews & Concurrent Reviews	$ 55.00 per Unit
Special Reports & Consultation Hours	$131.00 per Unit
Retrospective Eligibility Reviews	$131.00 per Unit

All other terms and conditions of the agreements remain in full force and effect, including Contract 27625-04, with its associated RFP and proposal, in addition to the Independent Review Contract for the term November 1, 2007 through October 31, 2010, as amended by AMENDMENT ONE, in September 2008, AMENDMENT TWO, in January 2010, AND AMENDMENT THREE, in August 2010, all of which taken together represent the entire written agreement between the parties, and any prior or contemporaneous representation, promises or statements by the parties that are not incorporated herein shall not serve to vary or contradict the terms set forth in this renewal. The agreement between the parties may only be modified by written amendment executed by all parties. No alteration or variation of the terms and conditions of this renewal shall be valid unless made in writing and signed by all parties.

IN WITNESS THEREOF, the parties have duly executed this renewal, and each party acknowledges the receipt of a duly executed copy of this renewal with original signatures.

FOR State of Nebraska,
Department of Health and Human Services:

Signature

Kerry T. Winterer
Chief Executive Officer
Department of Health and Human Services

DATE: 11/1/2010

FOR CONTRACTOR:

Signature

MARCI J. WEIS, RN, MPH, CCM, CPUM
CHIEF OPERATING OFFICER
~~Jonathan Sugarman, M.D., M.P.H.~~
~~President and Chief Executive Officer~~
Qualis Health

DATE: 10/26/10

FOR State of Nebraska,
Department of Administrative Services:

Signature

Department of Administrative Services

DATE: 11/1/2010