STATE OF NEBRASKA SERVICE CONTRACT AWARD

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 2	08/07/13
BUSINESS UNIT	BUYER
25710178	MICHELLE MUSICK (AS)

VENDOR NUMBER: 1855741

VENDOR ADDRESS:

AMERICAN MEDICAL RESPONSE INC
6200 S SYRACUSE WAY STE 200
GREENWOOD VILLAGE COLORADO 80111-4739

CONTRACT NUMBER
46343 O4

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

NOVEMBER 08, 2013 THROUGH NOVEMBER 07, 2014

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

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

Original/Bid Document 3166 Z1

Contract to provide Non-Emergency Transportation (NET) Brokerage Services to the State of Nebraska for a period effective November 8, 2013 through November 7, 2014 with the option to renew in one (1) additional one (1) year period as mutually agreed upon by all parties.

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.

The contractor certifies that the contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participating in transactions (debarred). The contractor also agrees to include the above requirements in any and all subcontracts into which it enters. The contractor shall immediately notify the Department if, during the term of this contract, contractor becomes debarred. The Department may immediately terminate this contract by providing contractor written notice if contractor becomes debarred during the term of this contract.
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;
4. The original RFP document;

CHIEF EXECUTIVE OFFICER
DEPARTMENT OF HEALTH AND HUMAN SERVICES

Michelle Musick 8-27-13
RK 8/30/13 BUYER
9/3/13
MATERIEL ADMINISTRATOR

R43500PISKI002 160416

STATE OF NEBRASKA SERVICE CONTRACT AWARD

State Purchasing Bureau
301 Centennial Mall South, 1st Floor
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PAGE	ORDER DATE
2 of 2	08/07/13
BUSINESS UNIT	BUYER
25710178	MICHELLE MUSICK (AS)

VENDOR NUMBER: 1855741

CONTRACT NUMBER
46343 O4

5. The signed Request for Proposal form; and
6. The Contractor's Proposal.

Vendor Contact: Jim Work
Phone: 402-972-4000
E-Mail: jim.work@amr.net

THIS IS THE SECOND RENEWAL OF THE CONTRACT AS AMENDED. (08/07/2013 ked)

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
3	NON-EMERG TRANS BROKER SVCS YEAR 3	500,000.0000	$	2.5300	1,265,000.00
	Total Order				**1,265,000.00**

MM 8.27.13
BUYER INITIALS

R13590|NSK0002 109615

STATE OF NEBRASKA SERVICE CONTRACT AWARD

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PAGE	ORDER DATE
1 of 2	11/16/12
BUSINESS UNIT	BUYER
25710178	MARY LANNING (AS)

VENDOR NUMBER: 1855741

VENDOR ADDRESS:

AMERICAN MEDICAL RESPONSE INC
6200 S SYRACUSE WAY STE 200
GREENWOOD VILLAGE COLORADO 80111-4739

CONTRACT NUMBER
46343 O4

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NOVEMBER 08, 2012 THROUGH NOVEMBER 07, 2013

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Contract to provide Non-Emergency Transportation (NET) Brokerage Services to the State of Nebraska, for a period effective November 8, 2012 through November 7, 2013 with the option to renew in two (2), one (1) year periods as mutually agreed upon by all parties.

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The contractor certifies that the contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participating in transactions (debarred). The contractor also agrees to include the above requirements in any and all subcontracts into which it enters. The contractor shall immediately notify the Department if, during the term of this contract, contractor becomes debarred. The Department may immediately terminate this contract by providing contractor written notice if contractor becomes debarred during the term of this contract.
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3. Any Request for Proposal Addenda and/or Amendments to include Questions and Answers;
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5. The signed Request for Proposal form; and

CHIEF EXECUTIVE OFFICER
DEPARTMENT OF HEALTH AND HUMAN SERVICES

BUYER 11/26/12 KS

MATERIEL ADMINISTRATOR

R43500|NISK0002 100416

STATE OF NEBRASKA SERVICE CONTRACT AWARD

PAGE	ORDER DATE
2 of 2	11/16/12
BUSINESS UNIT	BUYER
25710178	MARY LANNING (AS)

VENDOR NUMBER: 1855741

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

CONTRACT NUMBER
46343 O4

6. The Contractor's Proposal.

Vendor Contact: Jim Work
Phone: 402-972-4000
E-Mail: jim.work@amr.net

THIS IS THE FIRST RENEWAL OF THE CONTRACT as amended. (11/16/12 djg)

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
3	NON-EMERG TRANS BROKER SVCS YEAR 3	500,000.0000	$	2.5300	1,265,000.00
	Total Order				**1,265,000.00**

BUYER INITIALS

STATE OF NEBRASKA SERVICE CONTRACT AMENDMENT

State Purchasing Bureau
301 Centennial Mall South, 1st Floor
Lincoln, Nebraska 68508
OR
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Lincoln, Nebraska 68509-4847
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CONTRACT NUMBER
46343 O4

PAGE	ORDER DATE
1 of 2	05/23/12
BUSINESS UNIT	BUYER
25710178	MARY LANNING (AS)

VENDOR NUMBER: 1855741

VENDOR ADDRESS:

AMERICAN MEDICAL RESPONSE INC
6200 S SYRACUSE WAY STE 200
GREENWOOD VILLAGE COLORADO 80111-4739

THE CONTRACT PERIOD IS:

NOVEMBER 08, 2010 THROUGH NOVEMBER 07, 2012

THIS SERVICE CONTRACT HAS BEEN AMENDED PER THE FOLLOWING INFORMATION:

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Original Contract/Bid Document 3166 Z1

Contract to provide Non-Emergency Transportation (NET) Brokerage Services to the State of Nebraska for a period effective November 8, 2010 through November 7, 2012 with the option to renew for three (3) additional one (1) year periods as mutually agreed upon by all parties.

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5. The signed Request for Proposal form; and
6. The Contractor's Proposal.

CHIEF EXECUTIVE OFFICER
DEPARTMENT OF HEALTH AND HUMAN SERVICES

BUYER 6/4/12

MATERIEL ADMINISTRATOR

R43500|N:SH0003 100416

STATE OF NEBRASKA SERVICE CONTRACT AWARD

PAGE	ORDER DATE
2 of 2	11/03/10
BUSINESS UNIT	BUYER
25710178	MARY LANNING (AS)

VENDOR NUMBER: 1855741

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

CONTRACT NUMBER
46343 O4

Fax: 303-882-6468
Email: gregg.chiasson@amr.net

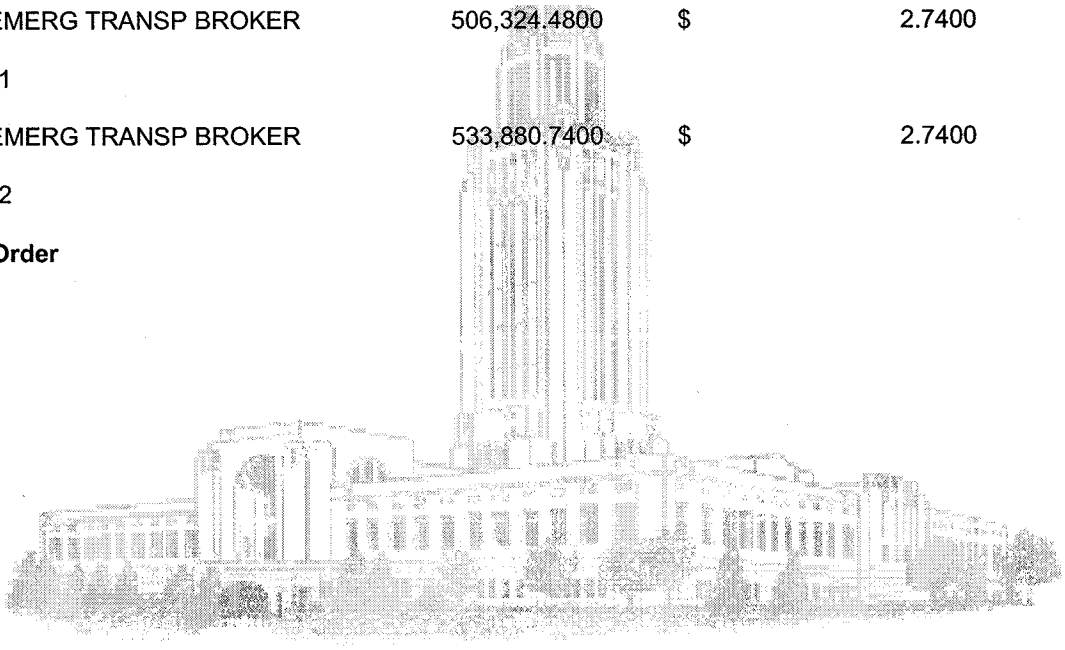
jc

AMENDMENT ONE (1) - Change of Account Representative. (12/14/10 jc)

AMENDMENT TWO (2): Contract amendment per Agreed Upon Addendum to Contract 46343 O4. (01/06/12 djg)

AMENDMENT THREE (3): Contract amendment per Agreed Upon Addendum to Contract 46343 O4. (05/23/12 djg)

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
1	NON-EMERG TRANSP BROKER SVCS YEAR 1	506,324.4800	$	2.7400	1,387,329.08
2	NON-EMERG TRANSP BROKER SVCS YEAR 2	533,880.7400	$	2.7400	1,462,833.23
	Total Order				**2,850,162.31**



MSK
BUYER INITIALS

R43500|N:SK0002 100416

THIRD AMENDMENT TO CONTRACT

BETWEEN

NEBRASKA DEPARTMENT OF HEALTH AND HUMAN SERVICES, DIVISION OF MEDICAID AND LONG-TERM CARE, AND NEBRASKA DEPARTMENT OF ADMINISTRATIVE SERVICES, MATERIEL DIVISION, STATE PURCHASING BUREAU

AND

AMERICAN MEDICAL RESPONSE (AMR)

This Third Amendment to Contract 46343 O4 between Nebraska Department of Health and Human Services, Division of Medicaid and Long-Term Care, and Nebraska Department of Administrative Services, Materiel Division, State Purchasing Bureau (State), and AMR (Contractor) is entered into and is effective July 1, 2012.

Contract 46343 O4 was previously amended by a November 2010 Amendment to RFP 3166 Z1 (First Amendment) and a December 2010 Amendment to Contract 46343 O4 (Second Amendment).

The parties, by executing this Third Amendment, mutually agree to amend Contract 46343 O4 as follows:

> Delete provision (i) in Section IV.B.2.o., both in the original RFP 3166 Z1, and as amended by the Amendment to RFP 3166 Z1, dated November 2010.

All other terms and conditions of Contract 46343 04, including as previously amended, remain in full force and effect.

In witness hereof, the parties have executed this Contract and each party acknowledges the receipt of a duly executed copy of this Contract.

STATE OF NEBRASKA, Department of Health and Human Services, Division of Medicaid & Long-Term Care

Kerry Winterer, Chief Executive Officer
Date: 5/18/2012

STATE OF NEBRASKA, Department of Administrative Services, Materiel Division, State Purchasing Bureau

Steve Sulek, Administrator
Materiel Division
Date: 5/23/12

AMERICAN MEDICAL RESPONSE

Steven G. Murphy, Senior Vice President
Government & National Services
Date: May 14, 2012

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

CONTRACT NUMBER
46343 O4

PAGE	ORDER DATE
1 of 2	01/06/12
BUSINESS UNIT	BUYER
25710178	MARY LANNING (AS)

VENDOR NUMBER: 1855741

VENDOR ADDRESS:

AMERICAN MEDICAL RESPONSE
AMBULANCE SERVICE INC
6200 S SYRACUSE WAY STE 200
GREENWOOD VILLAGE COLORADO 80111-4739

THE CONTRACT PERIOD IS:

NOVEMBER 08, 2010 THROUGH NOVEMBER 07, 2012

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 3166 Z1

Contract to provide Non-Emergency Transportation (NET) Brokerage Services to the State of Nebraska for a period effective November 8, 2010 through November 7, 2012 with the option to renew for three (3) additional one (1) year periods as mutually agreed upon by all parties.

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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.

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CHIEF EXECUTIVE OFFICER
DEPARTMENT OF HEALTH AND HUMAN SERVICES

BUYER 1/13/12 RK 01/20/12

MATERIEL ADMINISTRATOR

R43500|NISH0003 100416

STATE OF NEBRASKA SERVICE CONTRACT AMENDMENT

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CONTRACT NUMBER
46343 O4

PAGE	ORDER DATE
2 of 2	01/06/12
BUSINESS UNIT	BUYER
25710178	MARY LANNING (AS)

VENDOR NUMBER: 1855741

6. The Contractor's Proposal.

Vendor Contact: Gregg Chiasson
Phone: 303-495-1212
Fax: 303-882-6468
Email: gregg.chiasson@amr.net

jc

AMENDMENT ONE (1) - Change of Account Representative. (12/14/10 jc)

AMENDMENT TWO (2): Contract amendment per Agreed Upon Addendum to Contract 46343 O4. (01/06/12 djg)

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
1	NON-EMERG TRANSP BROKER SVCS YEAR 1	500,000.0000	$	2.7400	1,370,000.00
2	NON-EMERG TRANSP BROKER SVCS YEAR 2	500,000.0000	$	2.7400	1,370,000.00
	Total Order				**2,740,000.00**

BUYER INITIALS

AGREED UPON ADDENDUM TO CONTRACT No. 46343 04

BETWEEN

NEBRASKA DEPARTMENT OF HEALTH AND HUMAN SERVICES, DIVISION OF MEDICAID AND LONG-TERM CARE, AND NEBRASKA DEPARTMENT OF ADMINISTRATIVE SERVICES, MATERIEL DIVISION, STATE PURCHASING BUREAU

AND

AMERICAN MEDICAL RESPONSE

This Addendum to Contract No. 46343 04 between Nebraska Department of Health and Human Services, Division of Medicaid and Long-Term Care and Nebraska Department of Administrative Services, Materiel Division, State Purchasing Bureau ("State" and/or "MLTC") and American Medical Response ("Contractor" or "AMR") is entered into and is effective immediately upon execution by all parties.

The parties, by executing this Addendum, mutually agree to supplement and/or modify Contract No. 46343 04 as follows:

Both Parties acknowledge that due to circumstances not attributable to the State, AMR made payments to NET providers for transportation services provided to individuals between May 1, 2011 and December 8, 2011, for which they may be entitled to reimbursement by MLTC (the "Advance Payments"). As a result, this Addendum is necessary to remedy this short term problem and all payments contemplated in this Addendum are limited to the time period of May 1, 2011 and December 8, 2011

Below are the specific requirements and information AMR must satisfy for each of the Advance Payments for which it is seeking reimbursement. Any adjustments to incorrect payments made to MLTC providers by AMR must be completed by AMR prior to submitting the trip detail report and receiving reimbursement from the Department.

I. Requirements for Reimbursement for Medicaid Medical Trips:

- AMR will provide a trip detail report for non-emergency transportation services to be reimbursed in a format prescribed by the Department;

- The trip detail report will include the following data per transportation leg: Client name, client identification number, Medicaid provider name, Medicaid provider identification number, AMR trip identification number, Medicaid completed trip prior authorization number, date of service, service provided, number of units, and service pricing.

- AMR will submit an electronic Prior Authorization trip record per completed trip to MMIS, to include the actual Medicaid provider ID number who rendered the service;

- AMR will submit a claim record per completed trip in an 837 electronic claims format with the provider being AMR Medicaid provider number;

- AMR will receive reimbursement/payment through the normal Medicaid claims payment process in MMIS; and

- The Department will be allowed to perform an audit to ensure appropriate reimbursement has been made.

II. Requirements for Reimbursement Social Services Aged and Disabled Block Grant Medical and Non-Medical Trips:

- AMR will provide the Department with a trip detail report for those non-emergency transportation services to be reimbursed in a format prescribed by the Department;

- The trip detail report will contain the following data per transportation leg: The trip detail report will include the following data: Client name, client identification number, N-FOCUS provider name, N-FOCUS provider identification number, AMR trip identification number, SSAD completed trip prior authorization number, date of service, service provided, number of units, and service pricing.

- The Department will make an electronic payment for reimbursement to AMR under their N-FOCUS provider identification number; and

- The Department will be allowed to perform an audit to ensure appropriate reimbursement has been made.

No further modifications or amendments to Contract 46343 04 are made unless specifically set forth above, and all other terms and conditions of Contract 46343 04 remain in full force and effect.

In witness hereof, the parties have duly executed this Addendum and each party acknowledges the receipt of a duly executed copy of this Amendment with signatures.

STATE OF NEBRASKA,
Department of Health and Human Services,

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

January 9, 2012

STATE OF NEBRASKA,
Department of Administrative Services,

Steve Sulek, Division Administrator
Department of Administrative Services

January 20, 2012

AMERICAN MEDICAL RESPONSE

Executive Vice President
Government and National Services

December 29, 2011

STATE OF NEBRASKA SERVICE CONTRACT AMENDMENT

State Purchasing Bureau
301 Centennial Mall South, 1st Floor
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OR
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CONTRACT NUMBER
46343 O4

PAGE	ORDER DATE
1 of 2	12/14/10
BUSINESS UNIT	BUYER
25710178	MARY LANNING (AS)

VENDOR NUMBER: 1855741

VENDOR ADDRESS:

AMERICAN MEDICAL RESPONSE
AMBULANCE SERVICE INC
6200 S SYRACUSE WAY STE 200
GREENWOOD VILLAGE COLORADO 80111-4739

THE CONTRACT PERIOD IS:

NOVEMBER 08, 2010 THROUGH NOVEMBER 07, 2012

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Original Contract/Bid Document 3166 Z1

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CEO, DEPARTMENT OF HEALTH AND HUMAN SERVICES

BUYER

MATERIEL ADMINISTRATOR

R43500|NISH0003 100416

STATE OF NEBRASKA SERVICE CONTRACT AMENDMENT

State Purchasing Bureau
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CONTRACT NUMBER
46343 O4

PAGE	ORDER DATE
2 of 2	12/14/10
BUSINESS UNIT	BUYER
25710178	MARY LANNING (AS)

VENDOR NUMBER: 1855741

6. The Contractor's Proposal.

Vendor Contact: Gregg Chiasson
Phone: 303-495-1212
Fax: 303-882-6468
Email: gregg.chiasson@amr.net

jc

AMENDMENT ONE (1) - Change of Account Representative. (12/14/10 jc)

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
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2	NON-EMERG TRANSP BROKER SVCS YEAR 2	500,000.0000	$	2.7400	1,370,000.00
	Total Order				**2,740,000.00**

BP/MY

BUYER INITIALS

R43500|NISH0003 100416

AMENDMENT TO CONTRACT

BETWEEN

NEBRASKA DEPARTMENT OF HEALTH AND HUMAN SERVICES, DIVISION OF MEDICAID AND LONG-TERM CARE, AND NEBRASKA DEPARTMENT OF ADMINISTRATIVE SERVICES, MATERIEL DIVISION, STATE PURCHASING BUREAU

AND

AMERICAN MEDICAL RESPONSE (AMR)

This Amendment to Contract 46343 04 between Nebraska Department of Health and Human Services, Division of Medicaid and Long-Term Care and Nebraska Department of Administrative Services, Materiel Division, State Purchasing Bureau (State) and AMR (Contractor) is entered into and is effective immediately upon execution by both parties.

The parties, by executing this Amendment, mutually agree to amend Contract 46343 04 as follows:

AMR's Call Center, previously planned to be in the City of Lincoln, will instead be located in Omaha, Nebraska. All other provisions relating to the AMR Call Center, as outlined in the Technical Approach submitted to the State will remain in full force and effect.

The Administrator/Director position will be filled by Jim Work, who will have qualifications and perform duties consistent with the terms and requirements of the RFP and will substitute for Dan Cyr, who was identified in AMR's Technical Proposal.

All other terms and conditions of Contract 46343 04 remain in full force and effect.

In witness hereof, the parties have duly executed this Contract and each party

acknowledges the receipt of a duly executed copy of this Contract with original signatures.

STATE OF NEBRASKA, Department of Health and Human Services

Kerry Winterer, Chief Executive Officer
~~November~~ December 7, 2010

STATE OF NEBRASKA, Department of Administrative Services, Materiel Division, State Purchasing Bureau

Steve Sulek, Administrator
Materiel Division
~~November~~ December 30, 2010

AMERICAN MEDICAL RESPONSE

Steven G. Murphy, Senior Vice President
Government & National Services
November ___, 2010

STATE OF NEBRASKA SERVICE CONTRACT AWARD

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 2	11/03/10
BUSINESS UNIT	BUYER
25710178	MARY LANNING (AS)

VENDOR NUMBER: 1855741

VENDOR ADDRESS:

AMERICAN MEDICAL RESPONSE
AMBULANCE SERVICE INC
6200 S SYRACUSE WAY STE 200
GREENWOOD VILLAGE COLORADO 80111-4739

CONTRACT NUMBER
46343 O4

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

NOVEMBER 08, 2010 THROUGH NOVEMBER 07, 2012

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

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

Original/Bid Document 3166 Z1

Contract to provide Non-Emergency Transportation (NET) Brokerage Services to the State of Nebraska for a period effective November 8, 2010 through November 7, 2012 with the option to renew for three (3) additional one (1) year periods as mutually agreed upon by all parties.

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

Vendor Contact: Gregg Chiasson
Phone: 303-495-1212

CEO, DEPARTMENT OF HEALTH AND HUMAN SERVICES

BUYER

MATERIEL ADMINISTRATOR

STATE OF NEBRASKA SERVICE CONTRACT AWARD

PAGE	ORDER DATE
2 of 2	11/03/10
BUSINESS UNIT	BUYER
25710178	MARY LANNING (AS)

VENDOR NUMBER: 1855741

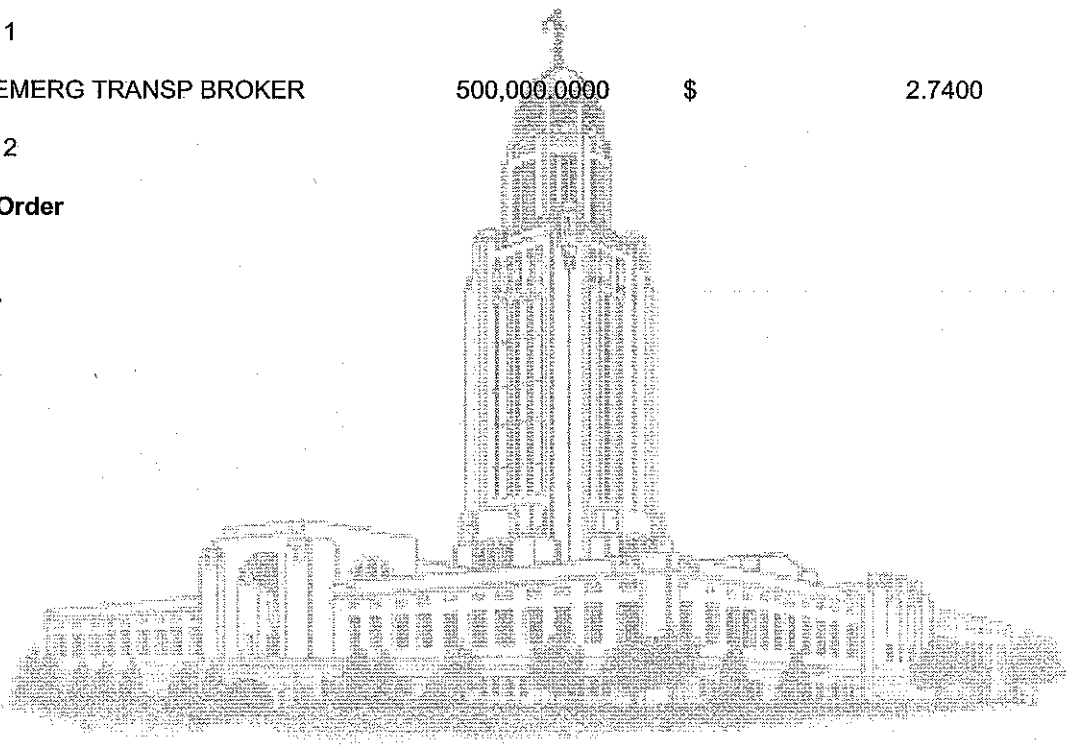
Fax: 303-882-6468
Email: gregg.chiasson@amr.net

jc

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

CONTRACT NUMBER
46343 O4

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
1	NON-EMERG TRANSP BROKER SVCS YEAR 1	500,000.0000	$	2.7400	1,370,000.00
2	NON-EMERG TRANSP BROKER SVCS YEAR 2	500,000.0000	$	2.7400	1,370,000.00
	Total Order				**2,740,000.00**



MS
BUYER INITIALS

Amendment to RFP 3166Z1

Section III.HH. INVOICES

Invoices for payments must be submitted by the contractor to the agency requesting the services with sufficient detail to support payment.

1. On a monthly basis, following the month for which administrative services have been performed and for which payment is being made, the contractor shall invoice the Department for administrative fees per completed trip (to include approved pre-purchased public transportation rides) in accordance to a format approved by the Department. Invoices must be supported by utilization data for the month in which payment is being made.

2. On a monthly basis, following the month for which pre-purchased NET public transportation rides have been completed and for which payment is being made, the contractor shall invoice the Department for authorized NET public transportation ride purchases in accordance to a format approved by the Department. Invoices must be supported by NET public transportation utilization data for the month in which payment is being made.

3. On a daily basis, following a subcontracted NET service for which NET services has been performed and for which payment is being made, the contractor shall invoice the Department for the direct cost of the NET service in accordance to a format approved by the Department. Invoices must be supported by NET service utilization data for the trip in which payment is being made.

4. On a daily basis, following a subcontracted ancillary service for which ancillary services has been performed and for which payment is being made, the contractor must invoice the Department for the direct cost of the ancillary service in accordance to a format approved by the Department. Invoices must be supported by ancillary service utilization data for the trip in which payment is being made.

Amend to read:

Invoices for payments must be submitted by the contractor to the agency requesting the services with sufficient detail to support payment.

1. On a monthly basis, following the month for which administrative services have been performed and for which payment is being made, the contractor shall invoice the Department for administrative fees per completed trip (to include pre-purchased services) in accordance with a format approved by the Department. Invoices must be supported by utilization data for the month in which payment is being made.

2. When the contractor pre-purchases NET public transportation rides, or commercial NET airline, bus or train services for Medicaid and Social Services Block Grant clients, the Department will process payment for these services following the date the NET service was provided. The contractor must submit claims in the format proscribed by the Department.

When the contractor pre-purchases NET public transportation rides, for MHCP and DPFS clients, the Department will process payment for these services following the date the NET service was provided. The contractor must submit claims in the format proscribed by the Department.

All claims must be supported by NET utilization data for the date of service for which payment is being made.

3. When the contractor pre-purchases ancillary services for clients eligible for ancillary services the contractor is required to provide, the program specialist will process payment for these services following the date the ancillary service was provided. The contractor must submit claims in the format proscribed by the Department.

Section IV.A.2

The contractor shall be responsible for and perform all administrative brokerage functions including, but not limited to establishing a transportation network; receiving NET service requests; verifying client program(s) eligibility; screening clients for mobility status and existing transportation resources; determining appropriateness and coverage of program services; approving and arranging for transport; notifying client of transportation arrangement; prior-authorizing completed services for provider payment; etc. The service (direct provision of transportation services) shall be performed by NET providers with active provider agreements with the Department or subcontracted service providers. The contractor may provide direct services for certain defined circumstances.

Amend to read:

The contractor shall be responsible for and perform all administrative brokerage functions including, but not limited to establishing and maintaining a transportation network; receiving NET service requests; verifying client program(s) eligibility; screening clients for mobility status and existing transportation resources; determining appropriateness and coverage of program services; approving and arranging for transport; notifying client of transportation arrangement; prior-authorizing completed services for provider payment; etc. The service (direct provision of transportation services) shall be performed by NET providers with active provider agreements with the Department or commercial airline, bus, and train service providers.

Section IV.B.1.d

iii. Secure transport shall be arranged when requested from the Department Designee for a Medicaid eligible juvenile to obtain a Medicaid coverable service.

Amend to delete IV.B.1.d.iii

Section IV.B.1.e

i. Medicaid Mental Health Managed Care:

a) Mileage traveled to and from a Medicaid covered mental health/substance abuse subacute residential or acute inpatient care facility for a legally

responsible adult and/or family member(s) of youth participating in a Medicaid covered mental health/substance abuse program for the purposes of participating in family therapy that requires:

1). An overnight stay because of 120 miles or greater distance from the family member's residence;
2). Family participation in a Medicaid coverable service; and
3). Volunteer, community, or other ancillary services are not available free of charge to the client's family.

b) Mileage traveled to and from a Medicaid covered mental health/substance abuse subacute residential or inpatient acute facility for a legally responsible adult that requires an overnight stay because of 120 miles or greater distance from the youth's residence for discharge of a youth from the treatment provider; and volunteer, community, or other ancillary services are not available free of charge to the client's family.

c) The contractor shall obtain legible copies of the current driver's license for the authorized driver; personal vehicle registration; and proof of vehicle insurance. These documents should be maintained by the contractor and referenced prior to validating a mileage reimbursement prior authorization.

Amend to read:

e. The contractor shall approve client mileage reimbursement for the following program eligible clients within the guidelines specified below:

i. Mentally Handicapped Children's Programs and Disabled Persons and Family Support Program:

a) Lodging and mileage traveled to and from Department approved or Medicaid coverable medical services.

b) The contractor shall obtain legible copies of the current driver's license for the authorized driver; personal vehicle registration; and proof of vehicle insurance. These documents should be maintained by the contractor and referenced prior to validating a mileage reimbursement prior authorization.

Section IV.B.1

g. The contractor shall not allow changes to the pick-up or destination addresses at any time by the client or NET provider without prior-approval from the contractor.

Amend to read:

g. Changes to the pick-up or destination addresses, before or during a service, shall require prior-approval from the contractor.

Section IV.B.1

h. The contractor shall maximize the utilization of public transportation whenever appropriate. The contractor shall become familiar with schedules of public transportation in communities where it is available and areas where it becomes available during the term of the contract. The contractor shall distribute public transit passes to clients for whom public transportation is the most appropriate mode of transportation.

Amend to read:

h. The contractor shall maximize the utilization of public transportation whenever appropriate. The contractor shall become familiar with schedules of public transportation in communities where it is available and areas where it becomes available during the term of the contract. The contractor shall distribute public transit passes to clients for whom public transportation is the most appropriate mode of transportation. A monthly pass may be issued to the client when the cost of the monthly pass does not exceed the total amount of rides necessary if individual passes were issued.

Section IV.B.1

p. The contractor must document client interventions and denials. The contractor must have a written corrective action policy that includes some, or all, of the following progressive sequence of interventions:

- **i.** Counseling or verbal warning;
- **ii.** Written warning;
- **iii.** Temporary suspension of services;
- **iv.** Time-limited suspension of services, lasting no more than three (3) months;
- **v.** Suspension, with allowance of return to service with documentation of compliance with Department rules, including but not limited to assurance of health and safety.

Amend to read:

p. The contractor must document client interventions and denials. The contractor must have a written corrective action policy that includes some, or all, of the following progressive sequence of interventions:

- **i.** Counseling or verbal warning;
- **ii.** Written warning;
- **iii.** Time-limited restrictions to obtain services.

Section IV.B.2

m. The contractor shall review and document program eligibility in order to determine whether the individual seeking NET services is appropriate for NET services on the date of transport. If the client is not eligible for NET services on the date of transport, the contractor shall notify the client. The Department shall make program eligibility information available to the contractor. The contractor shall document and maintain the client program eligibility for each date of

service. The contractor shall access client eligibility verification through the following systems:

- **i.** Social Services for the Aged & Disabled through NFOCUS for non-medical NET service requests;
- **ii.** Aged and Disabled Waiver, Traumatic Brain Injury Waiver,
- **iii.** Medically Handicapped Children's Program, Supplemental Security Income-Disabled Children's Program and Disabled Persons and Family Support Program through CONNECT for medical and non-medical NET service requests; and
- **iv.** Medicaid through file transfer protocol with a daily MMIS data feed for medical NET service requests or the Nebraska Medicaid Eligibility System line.

Amend to read:

m. The contractor shall review and document program and NET service eligibility in order to determine whether the individual seeking NET services is appropriate for NET services on the date of transport. If the client is not eligible for NET services on the date of transport, the contractor shall notify the client. The Department shall make program and NET service eligibility information available to the contractor. The contractor shall document and maintain the client program and NET service eligibility for each date of service.

i. The contractor shall access client program eligibility verification through the following systems:

a) Social Services for the Aged & Disabled through NFOCUS for non-medical NET service requests;
b) Medically Handicapped Children's Program, Supplemental Security Income-Disabled Children's Program and Disabled Persons and Family Support Program through CONNECT for medical and non-medical NET service requests; and
c) Medicaid, Aged and Disabled Waiver, and Traumatic Brain Injury Waiver through file transfer protocol with a daily MMIS data feed for medical NET service requests or the Nebraska Medicaid Eligibility System line.

ii. The contractor shall access client NET service eligibility verification if predetermined by the Department Service Coordinator or Social Service Worker through the CONNECT system for the following programs:

a) Medically Handicapped Children's Program;
b) Supplemental Security Income-Disabled Children's Program;
c) Disabled Persons and Family Support Program;
d) Aged and Disabled Waiver; and
e) Traumatic Brain Injury Waiver.

Section IV.B.2

o. The following clients are not eligible for NET services provided by the contractor:

i. Clients assigned to MCO physical managed care health plans. However, the contractor shall approve NET services for such clients to a Medicaid coverable dental service.

Amend to read:

i. Clients assigned to MCO physical managed care health plans. However, the contractor shall approve NET services for such clients to:
a) Medicaid coverable dental services;
b) Medicaid coverable pharmacy services; and
c) Medicaid coverable mental health services, when the client is not assigned to a MHSA managed care plan.

Section IV.B.2

o. The following clients are not eligible for NET services provided by the contractor:

iv. Clients residing in nursing facilities. However, the contractor shall approve NET medical services for such clients discharged from a hospital outside the city limits of the city the nursing facility is located, to a lower level of care, or a private residence and for exceptions as approved by the designated Department staff.

Amend to read:

iv. Clients residing in nursing facilities. However, the contractor shall approve NET services for such clients discharged from a facility to a private residence and NET services not under the responsibility of the nursing facility per diem services. The contractor is required to follow the criteria for allowable NET services pursuant to N.A.C. 471 Chapter 12.

Section IV.B.2

p. The contractor shall not provide NET medical transportation services to the following Medicaid covered services.

i. A Durable Medical Equipment (DME) provider, in addition the contractor shall not provide delivery of DME products in lieu of transporting the client.

ii. Medicaid covered services provided in the client's home such as personal care, home health, etc.

iii. A pharmacy that provides free delivery, in addition the contractor shall not provide delivery of pharmacy products in lieu of transporting the client. However, the contractor shall approve a pharmacy stop in conjunction with a medical transportation trip to a physician or psychiatrist provider when appropriate.

iv. A Hospital emergency room service as the origination or destination.

Amend to read:

p. The contractor shall not provide NET medical transportation services to the following Medicaid covered services.

- **i.** A Durable Medical Equipment (DME) provider that provides a delivery service that can be accessed by the Medicaid recipient at no cost to the recipient; in addition the contractor shall not provide delivery of DME products in lieu of transporting the client.
- **ii.** Medicaid covered services provided in the client's home such as personal care, home health, etc.
- **iii.** A pharmacy that provides a delivery service that can be accessed by the Medicaid recipient at no delivery cost to the recipient, with the exception of a new prescription requiring immediate use not otherwise reasonably accessible to the recipient; in addition the contractor shall not provide delivery of pharmacy products in lieu of transporting the client.
- **iv.** A Hospital emergency room service as the origination or destination.

Section IV.B.2

s. Travel Standards

iii. The contractor shall approve and arrange NET service for the following Nebraska Medicaid services without regard to the travel standards:

a) The client is scheduled for a required face to face appointment arranged by the Division of Children and Family Services Social Service Worker for a Medicaid Eligibility Review for determination of continued NET service.

b) The contractor must approve transportation services when the client has chosen to receive Nebraska Medicaid covered services free of charge from the Veterans Administration or Shriner's Hospitals. The contractor must document and maintain verification of service for each transport provided to free care. The contractor must verify the request if such transport meets all NET criteria including, but not limited to:

1). Client Medicaid program eligibility; and
2). Client receiving a Nebraska Medicaid covered service.

c) Secure transport when requested from the Department Designee for a Medicaid eligible juvenile to obtain a Medicaid coverable service

Amend to read:

iii. The contractor shall approve and arrange NET service for the following Nebraska Medicaid services without regard to the travel standards when the client has chosen to receive Nebraska Medicaid covered services from an entity not receiving payment from Nebraska Medicaid. The contractor must document and maintain verification of service for each transport provided under this circumstance. The

contractor must verify the request if such transport meets all NET criteria including, but not limited to:

1). Client Medicaid program eligibility; and
2). Client receiving a Nebraska Medicaid covered service.

Section IV.B.2

u. Ancillary Service Requirements:
In addition to approving NET services, the contractor shall (1) approve and arrange for the least expensive and most appropriate ancillary services for program eligible clients and/or family members that are paid directly by the contractor, or (2) process client reimbursement prior authorizations for payment in accordance to program guidelines for approved ancillary services.

i. Ancillary services shall be approved for:

c) Medicaid Mental Health Managed Care:

1). Hotel accommodations for a legally responsible adult and/or family members of youth in a Medicaid covered mental health/substance abuse subacute or acute level of care who has traveled to the youth's current treatment provider for family therapy that requires:

i) An overnight stay because of 120 miles or greater distance from the family member's residence;
ii) Family participation in a Medicaid coverable service; and
iii) Volunteer, community, or other ancillary services are not available free of charge to the client's family.

2). Hotel accommodations for a legally responsible adult when a youth is admitted or discharged from a Medicaid covered mental health/ substance abuse subacute or acute level of care that requires an overnight stay because of 120 miles or greater distance from the youth's residence; and volunteer, community, or other ancillary services are not available free of charge to the client's family.

<u>Amend to delete</u> IV.B.2.u.i.c.

Section IV.B.3

b. The contractor shall receive NET provider and client reimbursement supporting documentation per trip to validate a completed service in a format approved by the Department, validate that submitted charges are correct in accordance to Department regulations, and provide prior authorization for payment to the

Department for direct fee-for-service payment to the NET provider. When the contractor performs the transportation service directly, a claim shall be submitted in the format identified by the Department. After award of the contract, the contractor shall contact the Department's Provider Enrollment Unit for enrollment and approval of the contractor to provide NET services directly when approved by the Department. The contractor shall use the provider number to submit NET service claims for direct services provided.

Amend to read:

b. The contractor shall receive NET provider and client reimbursement supporting documentation per trip to validate a completed service in a format approved by the Department, validate that submitted charges are correct in accordance with Department regulations, and provide prior authorization for payment to the Department for direct fee-for-service payment to the NET provider. When the contractor pre-purchases NET services, a claim shall be submitted in a format required by the Department. After award of the contract, the contractor shall contact the Transportation Program Specialist for enrollment and approval of the contractor to receive a provider number(s). The contractor shall use the provider numbers to submit NET service claims for reimbursement of pre-purchased NET services through the appropriate program.

Section IV.B.5.c

vii. When the Department or the contractor recognizes that inadequate amounts or no NET providers are available within low access areas of the state, the contractor shall develop such resources and furnish a plan of action to the Department on the contractor's progress toward development of a NET provider network in such low access areas. The contractor may provide direct NET services temporarily with prior Department approval while developing such resources in the low access area.

Amend to read:

vii. When the Department or the contractor recognizes that inadequate amounts or no NET providers are available within low access areas of the state, the contractor shall develop such resources and furnish a plan of action to the Department on the contractor's progress toward development of a NET provider network in such low access areas.

Section IV.B.5.c

x. The prohibitions described at Section IV.B.5.c.viii and IV.B.5.c.ix do not apply if there is Department approved documentation to support the following exceptions:

a) Transportation is provided in a rural area, as defined at 42 CFR 412.62(f), and there is no other available NET provider or other provider determined by the State to be qualified except the non-governmental contractor licensed by the Nebraska Public Service Commission.

b) Transportation is so specialized that there is no other available NET provider determined by the Department to be qualified except the non-governmental contractor.

c) Except for the non-governmental contractor, the availability of other NET providers or other providers determined by the Department to be qualified is insufficient to meet the need for transportation. The contractor is required to be licensed by the Nebraska Public Service Commission prior to providing direct NET services.

d) The contractor is a government entity and the individual service is provided by the contractor, or is referred to or subcontracted with another government-owned or operated NET provider generally available in the community, if the following conditions are met:

1). The contract with the contractor provides for payment that does not exceed the actual costs calculated as though the contractor were a distinct unit, and excludes from these payments any personnel or other costs shared with or allocated from parent or related entities; and the governmental contractor maintains an accounting system such that all funds allocated to the Medicaid Brokerage program and all costs charged to the Brokerage program will be completely separate from any other program;

2). The contractor documents that, with respect to the individual's specific transportation needs, the government provider is the most appropriate and lowest cost alternative; and

3). The contractor documents that the Department is paying no more for fixed route public transportation than the rate charged to the general public and no more for public para-transit services than the rate charged to other State human services agencies for comparable services.

Amend to delete IV.B.5.c.x.

AMERICAN MEDICAL RESPONSE d/b/a ACCESS2CARE

By: _____
Signature of Authorized Representative

Name: STEVEN G. MURPHY

Title: SR. VP, GOVERNMENT + NATIONAL SERVICES

Dated: 11/01/10

STATE OF NEBRASKA, DEPARTMENT OF HEALTH AND HUMAN SERVICES

By: _____
Signature of Authorized Representative

Name: KERRY T WINTERER

Title: CEO

Dated: 11/4/2010

STATE OF NEBRASKA, DEPARTMENT OF ADMINISTRATIVE SERVICES, MATERIEL DIVISION

By: _____
Signature of Authorized Representative

Name: Steve Sulek

Title: Materiel Administrator

Dated: 11/5/10