



Liberty Healthcare Corporation

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August 13, 2020

Quality Improvement Organization (QIO) or QIO-like Entity Program

RFP# 6317 Z1

Nebraska Department of Administrative Services
Public Copy

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, NE 68508



August 13, 2020

Dear Members of the Selection Committee,

The quality assessment and improvement project represents an important step toward promoting improvement in Nebraska's service delivery system and executing effective quality processes consistent with meeting contractual and regulatory requirements. By issuing this RFP, the Department of Health and Human Services (DHHS) Division of Developmental Disabilities will secure a partner to help it collect, aggregate, and measure performance data and provide recommendations to improve the overall quality of services it provides.

In selecting a partner for this project, DHHS will need a company that offers several disparate but overlapping skill sets:

1. Extensive experience supporting Medicaid waiver recipients and an understanding of the fundamental values that underpin services and supports for this population;
2. Proven expertise in assessing, redesigning, implementing, and managing statewide quality programs for disability support systems;
3. The ability to collect accurate, valid quality data and transform that information into practical recommendations for performance improvement; and
4. A Quality Improvement Data System (QIDS) that is configured to meet the needs of HCBS waivers and provides a reliable mechanism for capturing relevant information.

Most importantly, the selected Contractor will need to approach this project as a collaborator. This RFP details an ambitious scope of work to be accomplished within a complex organizational context in a short period of time. This will require an organization with a track record of leading effective contract implementations and bringing together diverse constituencies to work toward a common purpose. In this proposal, Liberty Healthcare Corporation (Liberty) and our subcontractor, The Rushmore Group, LLC (Rushmore), will demonstrate that our team is uniquely suited to support the Department in this effort.


For more than 30 years, Liberty has helped many other state agencies meet similar challenges. Our experience includes the design, improvement, and implementation of policies and procedures that govern the delivery of Medicaid waiver services and development of tools to track their effectiveness and drive continuous improvement. Through our partnership with Rushmore, a market leader in quality data management systems, we offer a proven QIDS solution that was built with and for state quality officials and configured to meet Medicaid waiver needs. We welcome the opportunity to collaborate with DHHS-DDD and help the Department meet its mission of *helping people live better lives*.


Our approach to this project will be to embed our local quality management team and clinicians into Nebraska's day-to-day processes from the onset of the project. This local team will immediately begin a systemic analysis of DHHS-DDD's service delivery and quality management methodologies, while providing support to the DHHS-DDD Quality Team. The benefits of this approach are twofold. By establishing our local team at the earliest stage, we can accelerate the deployment of resources and





establishment of the QIDS to provide immediate short-term value, while gathering functional information that will drive the design of the new and enhanced quality improvement program.

We believe the following factors make Liberty the ideal partner to carry out this approach:

 **Our best practice approaches.** Liberty has unparalleled experience designing and implementing new and more effective quality and risk management measurement tools and processes that target the issues of foremost importance to CMS such as person-centered outcomes, integration, independence, and full participation in the community. We have collaborated with the Council on Quality and Leadership (CQL) on four projects, designed tools for more than 30 different types of I/DD services, and created quality survey tools that integrate the CMS Quality Framework, person-centered outcomes (i.e., CQL's Personal Outcome Measures®, Charting the LifeCourse and its Life Domains), and state-specific regulations. Our goal is to deliver a redesigned quality improvement program that supports the principles of person-centeredness, based on national best practices.

 **Our focus on delivering actionable information.** DHHS-DDD and other program stakeholders can rely on Liberty to establish quality tools and processes that yield meaningful and actionable data at every level (individual, provider, regional, and statewide). Our approach goes beyond the efficient collection of valid and reliable quality data to emphasize the practical importance of analyzing and organizing data into information that can drive continuous improvement. In this regard, Rushmore's QIDS solution will provide an effective, efficient, and reliable foundation for capturing information, tracking ongoing compliance with regulations, identifying potential issues, and providing reports that support managerial decisions.

 **Our expertise in serving Medicaid waiver populations.** Liberty is the rare company that has the subject matter expertise in quality management/performance improvement initiatives *and* practical experience in delivering supports and services to the Medicaid waiver populations that will be affected by this project. We have a proven record of designing, implementing, and operating statewide quality oversight initiatives using contemporary person-centered best practices. These programs have supported quality improvement for individuals who have intellectual and developmental disabilities (I/DD) along with other Medicaid populations who benefit from long term supports and services (e.g., elderly and disabled, traumatic brain injury).

 **Our focus on stakeholder engagement.** Liberty will approach this project as a true partnership with DHHS-DDD, engaging state customers, providers, and other stakeholders in the state delivery system to develop mutually beneficial solutions.

We are excited about the opportunity to help DHHS-DDD meet its goals for this project. If you have any questions about our proposal or need additional information, please contact me at (317) 667-6631.

Sincerely,



Christopher S. Baglio, Ed.D., M.S.

Vice President, Program Development - Liberty Healthcare Corporation

O: (610) 668-8800, Ext 408 | M: (317) 677-6631 | F: (484) 434-1546 | chris.baglio@libertyhealth.com

Confidential and Proprietary Information

Liberty Healthcare Corporation (Liberty) has identified the following sections of this proposal that contain proprietary and confidential information; including work samples; information about our business practices, and identifying information about our staff, business contracts, and/or references/contacts.

Section	Items and Explanation
VI. Scope of Work	Liberty's response to Section VI. Scope of Work includes tables, figures, and descriptions of our work processes, including processes developed specifically for this project, that constitute proprietary trade secrets under Neb. Rev. Stat. § 84-712.05, Item 3.
B. Corporate Overview	Liberty's response to Section B. Corporate Overview includes customer contacts/references and identifying information about our candidates for project positions. These items constitute proprietary information under Neb. Rev. Stat. § 84-712.05, Items 3 (trade secrets) and 17 (job applications).
Appendices	Appendices to this proposal include proprietary work samples and identifying information about our candidates for project positions. These items constitute proprietary information under Neb. Rev. Stat. § 84-712.05, Items 3 (trade secrets) and 17 (job applications).

Disclosure of this information would enable typical competitor organizations for quality contracts (e.g. Telligen, KEPRO, Public Consulting Group, Qlarant, etc.) to adopt Liberty's unique business processes and benefit from our relationships with customer contacts and candidates.

Liberty has therefore included a version of our proposal with confidential/proprietary sections redacted (labelled **Public Copy**), and we respectfully ask that DHHS post the redacted version to the State Purchasing Bureau public website and issue this version in response to any Freedom of Information Act requests.



A. Technical Proposal



1. Title Page and Table of Contents (Tab A)

A. Technical Proposal

1. Title Page and Table of Contents (Tab A)

The Technical Proposal should begin with a Title Page bearing the name and address of the Bidder and the name and number of this RFP.

Bidder Name	Liberty Healthcare Corporation
Bidder Address:	401 E. City Avenue, Suite 820, Bala Cynwyd, PA 19004
Primary Contact	Christopher Baglio, Ed.D., MS - VP, Program Development
Telephone # (office)	(610) 668-8800, ext. 408
Telephone # (cell)	(317) 677-6631
Fax Number	(484) 434-1546
Email Address	chris.baglio@libertyhealth.com
RFP Name	Quality Improvement Organization (QIO) or QIO-like Entity
RFP Number	6317 Z1

Acknowledgement of Addenda

Liberty acknowledges receipt of the following addenda to the Request for Proposal:

- Addendum 1 – Change in Scope: Issued July 14, 2020
- Addendum 2 – Change in Scope: Issued July 21, 2020
- Addendum 3 – Revised Schedule of Events: Issued July 21, 2020
- Addendum 4 – Questions and Answers: Issued July 23, 2020

A Table of Contents should follow the Title Page for the Technical Proposal, organized by section, subsection, and page number.

A table of contents organized by section, subsection, and page number follows this page.

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2. Minimum Qualifications Documentation (Tab B)

2. Minimum Qualifications Documentation (Tab B)

Contractual Services Form

The bidder should submit Request for Proposal for Contractual Services Form and Form A: Contract Proposal Point of Contact.

IX. REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM

By signing this Request for Proposal for Contractual Services form, the bidder guarantees compliance

CONTRACTOR MUST COMPLETE THE FOLLOWING

with the procedures stated in this Solicitation, and agrees to the terms and conditions unless otherwise indicated in writing and certifies that bidder maintains a drug free work place.

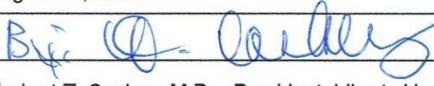
Per Nebraska's Transparency in Government Procurement Act, Neb. Rev Stat § 73-603 DAS is required to collect statistical information regarding the number of contracts awarded to Nebraska vendors. This information is for statistical purposes only and will not be considered for contract award purposes.

_____ NEBRASKA VENDOR AFFIDAVIT: Bidder hereby attests that bidder is a Nebraska vendor. "Nebraska Vendor" shall mean any bidder who has maintained a bona fide place of business and at least one employee within this state for at least the six (6) months immediately preceding the posting date of this Solicitation.

_____ I hereby certify that I am a Resident disabled veteran or business located in a designated enterprise zone in accordance with Neb. Rev. Stat. § 73-107 and wish to have preference, if applicable, considered in the award of this contract.

_____ I hereby certify that I am a blind person licensed by the Commission for the Blind & Visually Impaired in accordance with Neb. Rev. Stat. §71-8611 and wish to have preference considered in the award of this contract.

FORM MUST BE SIGNED USING AN INDELIBLE METHOD OR BY DOCUSIGN.

FIRM:	Liberty Healthcare Corporation
COMPLETE ADDRESS:	401 E. City Avenue, Suite 820, Bala Cynwyd, PA 19004
TELEPHONE NUMBER:	(610) 668-8800
FAX NUMBER:	(610) 667-5559
DATE:	August 11, 2020
SIGNATURE:	
TYPED NAME & TITLE OF SIGNER:	Herbert T. Caskey, M.D. - President, Liberty Healthcare Corporation

Form A: Contract Proposal Point of Contact

Form A Bidder Proposal Point of Contact Request for Proposal Number 6317 Z1

Form A should be completed and submitted with each response to this solicitation. This is intended to provide the State with information on the bidder's name and address, and the specific person(s) who are responsible for preparation of the bidder's response.

Preparation of Response Contact Information	
Bidder Name:	Liberty Healthcare Corporation
Bidder Address:	401 E. City Avenue, Suite 820 Bala Cynwyd, PA 19004
Contact Person & Title:	Trish Piontek - Vice President, Marketing
E-mail Address:	trish.piontek@libertyhealth.com
Telephone Number (Office):	(610) 668-8800, Ext 140
Telephone Number (Cellular):	(610) 310-7120
Fax Number:	(610) 667-4471

Each bidder should also designate a specific contact person who will be responsible for responding to the State if any clarifications of the bidder's response should become necessary. This will also be the person who the State contacts to set up a presentation/demonstration, if required.

Communication with the State Contact Information	
Bidder Name:	Liberty Healthcare Corporation
Bidder Address:	401 E. City Avenue, Suite 820 Bala Cynwyd, PA 19004
Contact Person & Title:	Christopher Baglio, Ed.D., MS - Vice President, Program Development
E-mail Address:	chris.baglio@libertyhealth.com
Telephone Number (Office):	(610) 668-8800, Ext 408
Telephone Number (Cellular):	(317) 677-6631
Fax Number:	(484) 434-1546

VII. MINIMUM QUALIFICATIONS

The Bidder shall provide proof with bidder’s Proposal that the following Minimum Qualifications have been met:

A. QUALITY IMPROVEMENT ORGANIZATION (QIO) OR QIO-LIKE ENTITY

The bidder shall provide an attestation stating it is a Quality Improvement Organization (QIO) or QIO-like entity, under contract with the CMS or as designated by CMS. Specifically, the bidder shall meet the requirements of Section 1152 of the Social Security Act (i.e., “QIO-like entity”), thereby enabling the State to qualify for the 75% federal financial participation as established in Section 1903(a)(3)(C) of the Social Security Act.

<https://www.cms.gov/Medicare/Quality-Initiatives-Patient-Assessment-Instruments/QualityImprovementOrgs/HowtoBecomeaQIO.html>


Liberty Healthcare Corporation is a QIO-like Entity as designated by CMS. Evidence of Liberty’s QIO-like Entity status is included in this section.

B. MEDICAID-ELIGIBLE, NON-EXCLUDED PROVIDER

The bidder, as well as individuals or entities that own five percent (5%) or more interest in the bidder’s organization, and bidders managing employees must be eligible to receive Medicaid funds and not on the following exclusion lists. A bidder shall not be on the Health and Human Services (HHS) Office of the Inspector General’s (OIG) List of Excluded Individuals and Entities (LEIE), or the General Services Administration (GSA) System for Award Management (SAM). Or the Nebraska Medicaid Excluded Providers (NMEP) list. Links to the LEIE, SAM, and NMEP lists are as follows


- LEIE: Go here: https://oig.hhs.gov/exclusions/exclusions_list.asp
- SAM: Go here: <https://www.sam.gov/SAM/>
- NMEP: Go here: <http://dhhs.ne.gov/Pages/Program-Integrity-Sanctioned-Providers.aspx>

The bidder shall provide an attestation stating it meets this requirement.

Acknowledging (Initial)	Notes / Comments:
	Liberty Healthcare Corporation (Liberty) is eligible to receive Medicaid funds. Neither Liberty nor its sole owner Herbert T. Caskey, M.D., are on exclusion lists for the LEIE, SAM, or NMEP.

C. The solution must comply with State and Federal requirements, including but not limited to the Health Insurance Portability and Accountability Act (HIPAA) and all associated regulations. In addition, if the clients are covered by Medicaid the Medicaid-specific, above-and-beyond-HIPAA privacy protections found at 42 CFR Part 431, Subpart F will apply as well. DHHS is a covered entity under HIPAA and the selected Contractor will be a Business Associate. See Business Associate Agreement (BAA) Provision, Attachment B

The Bidder shall provide an attestation stating it meets this requirement.

Acknowledging (Initial)	Notes / Comments:
	Liberty Healthcare Corporation and our subcontractor, The Rushmore Group, LLC (Rushmore) will comply with all applicable State and Federal requirements, including, but not limited to, HIPAA, and Medicaid-specific HIPAA privacy protections.

- D. Contractor must sign and abide by Attachment C - Data Use Agreement (DUA) before any confidential information or protected health information (as defined herein, including in the DUA) may be provided to Contractor, and before any billable work is started. Contractor must ensure all subcontractors sign a substantively equivalent DUA before any work is subcontracted under this contract.

Liberty respectfully requests the following modification to Section 4.2.1 of the Data Use Agreement, present in red text below:

For federal information obtained from a federal system of records, including Federal Tax Information and Social Security Administration Data (which includes Medicaid and other governmental benefit program Confidential Information), Contractor shall notify DHHS of the Breach within the first hour of Discovery. The Contract shall specify whether Confidential Information is obtained from a federal system of records. For all other types of Confidential Information, Contractor shall also notify DHHS of the Breach within the first hour of Discovery, or in a timeframe otherwise approved by DHHS in writing, **such as in a business associate agreement by and between Contractor and DHHS or the State of Nebraska.**

Liberty will sign and abide by a mutually agreeable Attachment C - DUA before any confidential information or protected health information is provided to Liberty and any billable work is started. Liberty will ensure all subcontractors sign a substantively equivalent DUA before any work is subcontracted under this contract.

Evidence of QIO-like Entity Status

DEPARTMENT OF HEALTH & HUMAN SERVICES
Centers for Medicare & Medicaid Services
7500 Security Boulevard, Mail Stop S3-02-01
Baltimore, Maryland 21244-1850



Center for Clinical Standards and Quality

Susan Nayda
Chief Operating Officer
Liberty Healthcare Corporation
401 E. City Avenue, Suite 820
Bala Cynwyd, Pennsylvania, 19004

JAN 28 2016

Dear Ms. Nayda:

We have reviewed your application of January 7, 2016 requesting that the Centers for Medicare & Medicaid Services certify Liberty Healthcare Corporation as a Quality Improvement Organization (QIO)-like entity for the State of Pennsylvania. As a result of this review, we have determined that Liberty Healthcare Corporation meets the requirements to be a QIO-like entity, namely:

- It is able to perform limited medical and quality review functions required under Section 1154 of the Act;
- It has one individual who is representative of health care providers and consumers on its governing body under Section 1154 of the Act; and
- It is not a health care facility, health care facility affiliate, or payor organization as defined in 42 CFR 475. 105.

This certification designates Liberty Healthcare Corporation as a QIO-like entity eligible to fully operate in Pennsylvania. Liberty Healthcare Corporation may also operate in other states with the exception of performing Medicare medical reviews. For the conduct of Medicare medical review work, a QIO-like entity must meet the requirement that the QIO-like entity have access to or agreements with peer reviewers in the state in question.

If the QIO-like entity determines to conduct Medicare medical review work in a state other than the state for which it has submitted a list of medical reviewers, this criterion must be met and submitted for approval by CMS before such work can be undertaken.

Page 2- Ms. Susan Nayda
Liberty Healthcare Corporation

Your certification is granted for a period of 5 years and will expire on January 9, 2021.

This certification of eligibility permits your organization to seek a contract with the states for review activities within the requirements. In addition, states have specific qualifications and performance requirements depending upon the scope of work they desire to procure. This certification does not reflect a determination as to whether your organization has the ability to meet those requirements. The state is responsible for making that determination. We have certified your organization to review cases and analyze patterns of care related to medical necessity and quality review. We have not certified the organization as meeting the State Medicaid Agency's requirement for external quality review or related functions such as utilization review specified in 1903 (a)(3)(c) and 1932 (c)(2) of the Act. In addition, we have not evaluated the organization to perform the same function as a QIO under contract with CMS.

You must provide an annual assurance statement of your continued adherence to certification requirements within 30 days of the last month of the first certification year and within 30 days of the last month of the second certification year. In addition, if there are any changes in the name, address, or pool of physician reviewers you must notify this office for a reevaluation of your certification. Recertification requires submission of the complete package a minimum of 60 days prior to expiration of the current certification.

At any time during the certification period if Liberty Healthcare Corporation no longer meets the above criteria, you must notify the agency and it will no longer be considered a QIO-like entity. The certification will be terminated if you fail to meet compliance requirements. You may reapply at any time this occurs.

If you have questions, please contact Malinda Greene of my staff on (410) 786-7829 or email malinda.greene@cms.hhs.gov.

Sincerely,



Alfreda Staton, Director
Division of Program Management,
Communications & Evaluation



3. Response to Sections II to IV (Tab C)

II. TERMS AND CONDITIONS

Bidders should complete Sections II through IV as part of their proposal. Bidders should read the Terms and Conditions and should initial either accept, reject, or reject and provide alternative language for each clause. The bidder should also provide an explanation of why the bidder rejected the clause or rejected the clause and provided alternate language. By signing the solicitation, bidder is agreeing to be legally bound by all the accepted terms and conditions, and any proposed alternative terms and conditions submitted with the proposal. The State reserves the right to negotiate rejected or proposed alternative language. If the State and bidder fail to agree on the final Terms and Conditions, the State reserves the right to reject the proposal. The State of Nebraska is soliciting proposals in response to this solicitation. The State of Nebraska reserves the right to reject proposals that attempt to substitute the bidder's commercial contracts and/or documents for this solicitation.

Bidders should submit with their proposal any license, user agreement, service level agreement, or similar documents that the bidder wants incorporated in the Contract. The State will not consider incorporation of any document not submitted with the bidder's proposal as the document will not have been included in the evaluation process. These documents shall be subject to negotiation and will be incorporated as addendums if agreed to by the Parties.

If a conflict or ambiguity arises after the Addendum to Contract Award have been negotiated and agreed to, the Addendum to Contract Award shall be interpreted as follows:

1. If only one Party has a particular clause then that clause shall control;
2. If both Parties have a similar clause, but the clauses do not conflict, the clauses shall be read together;
3. If both Parties have a similar clause, but the clauses conflict, the State's clause shall control.

A. GENERAL

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
AC			

The contract resulting from this solicitation shall incorporate the following documents:


4. Request for Proposal and Addenda;
5. Amendments to the solicitation;
6. Questions and Answers;
7. Bidder's proposal (Solicitation and properly submitted documents);
8. The executed Contract and Addendum One to Contract, if applicable; and,
9. Amendments/Addendums to the Contract.

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a future contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment to the executed Contract with the most recent dated amendment having the highest priority, 2) executed Contract and any attached Addenda, 3) Amendments to solicitation and any Questions and Answers, 4) the original solicitation document and any Addenda, and 5) the bidder's submitted Proposal.

Any ambiguity or conflict in the contract discovered after its execution, not otherwise addressed herein, shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska.

B. NOTIFICATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
			<p>Suggested modification to Paragraph 2 below, presented in red:</p> <p>All notices, requests, or communications shall be deemed effective upon personal delivery. or five (5) calendar days following deposit in the mail.</p>

Contractor and State shall identify the contract manager who shall serve as the point of contact for the executed contract.

Communications regarding the executed contract shall be in writing and shall be deemed to have been given if delivered personally or mailed, by U.S. Mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth below, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or five (5) calendar days following deposit in the mail.

Either party may change its address for notification purposes by giving notice of the change, and setting forth the new address and an effective date.

C. BUYER’S REPRESENTATIVE

The State reserves the right to appoint a Buyer’s Representative to manage [or assist the Buyer in managing] the contract on behalf of the State. The Buyer’s Representative will be appointed in writing, and the appointment document will specify the extent of the Buyer’s Representative authority and responsibilities. If a Buyer’s Representative is appointed, the Contractor will be provided a copy of the appointment document, and is required to cooperate accordingly with the Buyer’s Representative. The Buyer’s Representative has no authority to bind the State to a contract, amendment, addendum, or other change or addition to the contract.

D. GOVERNING LAW (Statutory)

Notwithstanding any other provision of this contract, or any amendment or addendum(s) entered into contemporaneously or at a later time, the parties understand and agree that, (1) the State of Nebraska is a sovereign state and its authority to contract is therefore subject to limitation by the State’s Constitution, statutes, common law, and regulation; (2) this contract will be interpreted and enforced under the laws of the State of Nebraska; (3) any action to enforce the provisions of this agreement must be brought in the State of Nebraska per state law; (4) the person signing this contract on behalf of the State of Nebraska does not have the authority to waive the State’s sovereign immunity, statutes, common law, or regulations; (5) the indemnity, limitation of liability, remedy, and other similar provisions of the final contract, if any, are entered into subject to the State’s Constitution, statutes, common law, regulations, and sovereign immunity; and, (6) all terms and conditions of the final contract, including but not limited to the clauses concerning third party use, licenses, warranties, limitations of liability, governing law and venue, usage verification, indemnity, liability, remedy or other similar provisions of the final contract are entered into specifically subject to the State’s Constitution, statutes, common law, regulations, and sovereign immunity.

The Parties must comply with all applicable local, state and federal laws, ordinances, rules, orders, and regulations.

E. BEGINNING OF WORK

The bidder shall not commence any billable work until a valid contract has been fully executed by the State and the awarded bidder. The awarded bidder will be notified in writing when work may begin.

F. AMENDMENT

This Contract may be amended in writing, within scope, upon the agreement of both parties.

G. CHANGE ORDERS OR SUBSTITUTIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
HC			

The State and the Contractor, upon the written agreement, may make changes to the contract within the general scope of the solicitation. Changes may involve specifications, the quantity of work, or such other items as the State may find necessary or desirable. Corrections of any deliverable, service, or work required pursuant to the contract shall not be deemed a change. The Contractor may not claim forfeiture of the contract by reasons of such changes.

The Contractor shall prepare a written description of the work required due to the change and an itemized cost sheet for the change. Changes in work and the amount of compensation to be paid to the Contractor shall be determined in accordance with applicable unit prices if any, a pro-rated value, or through negotiations. The State shall not incur a price increase for changes that should have been included in the Contractor's proposal, were foreseeable, or result from difficulties with or failure of the Contractor's proposal or performance.

No change shall be implemented by the Contractor until approved by the State, and the Contract is amended to reflect the change and associated costs, if any. If there is a dispute regarding the cost, but both parties agree that immediate implementation is necessary, the change may be implemented, and cost negotiations may continue with both Parties retaining all remedies under the contract and law.

In the event any product is discontinued or replaced upon mutual consent during the contract period or prior to delivery, the State reserves the right to amend the contract or purchase order to include the alternate product at the same price.

*****Contractor will not substitute any item that has been awarded without prior written approval of SPB*****

H. VENDOR PERFORMANCE REPORT(S)

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
HC			

The State may document any instance(s) of products or services delivered or performed which exceed or fail to meet the terms of the purchase order, contract, and/or solicitation specifications. The State Purchasing Bureau may contact the Vendor regarding any such report. Vendor performance report(s) will become a part of the permanent record of the Vendor.

I. NOTICE OF POTENTIAL CONTRACTOR BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
HC			

If Contractor breaches the contract or anticipates breaching the contract, the Contractor shall immediately give written notice to the State. The notice shall explain the breach or potential breach, a proposed cure, and may include a request for a waiver of the breach if so desired. The State may, in its discretion, temporarily or

permanently waive the breach. By granting a waiver, the State does not forfeit any rights or remedies to which the State is entitled by law or equity, or pursuant to the provisions of the contract. Failure to give immediate notice, however, may be grounds for denial of any request for a waiver of a breach.

J. BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
HC			

Either Party may terminate the contract, in whole or in part, if the other Party breaches its duty to perform its obligations under the contract in a timely and proper manner. Termination requires written notice of default and a thirty (30) calendar day (or longer at the non-breaching Party's discretion considering the gravity and nature of the default) cure period. Said notice shall be delivered by Certified Mail, Return Receipt Requested, or in person with proof of delivery. Allowing time to cure a failure or breach of contract does not waive the right to immediately terminate the contract for the same or different contract breach which may occur at a different time. In case of default of the Contractor, the State may contract the service from other sources and hold the Contractor responsible for any excess cost occasioned thereby. OR In case of breach by the Contractor, the State may, without unreasonable delay, make a good faith effort to make a reasonable purchase or contract to purchased goods in substitution of those due from the contractor. The State may recover from the Contractor as damages the difference between the costs of covering the breach. Notwithstanding any clause to the contrary, the State may also recover the contract price together with any incidental or consequential damages defined in UCC Section 2-715, but less expenses saved in consequence of Contractor's breach.

The State's failure to make payment shall not be a breach, and the Contractor shall retain all available statutory remedies and protections.

K. NON-WAIVER OF BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
HC			


The acceptance of late performance with or without objection or reservation by a Party shall not waive any rights of the Party nor constitute a waiver of the requirement of timely performance of any obligations remaining to be performed.

L. SEVERABILITY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
HC			

If any term or condition of the contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the provision held to be invalid or illegal.

M. INDEMNIFICATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
			<p>We respectfully request that the following sentence be struck from Item 2. Intellectual Property:</p> <p>The Contractor may not settle any infringement claim that will affect the State's use of the Licensed Software without the State's prior written consent, which consent may be withheld for any reason.</p>

1. GENERAL

The Contractor agrees to defend, indemnify, and hold harmless the State and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") from and against any and all third party claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses ("the claims"), sustained or asserted against the State for personal injury, death, or property loss or damage, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the Contractor, its employees, subcontractors, consultants, representatives, and agents, resulting from this contract, except to the extent such Contractor liability is attenuated by any action of the State which directly and proximately contributed to the claims.

2. INTELLECTUAL PROPERTY

The Contractor agrees it will, at its sole cost and expense, defend, indemnify, and hold harmless the indemnified parties from and against any and all claims, to the extent such claims arise out of, result from, or are attributable to, the actual or alleged infringement or misappropriation of any patent, copyright, trade secret, trademark, or confidential information of any third party by the Contractor or its employees, subcontractors, consultants, representatives, and agents; provided, however, the State gives the Contractor prompt notice in writing of the claim. The Contractor may not settle any infringement claim that will affect the State's use of the Licensed Software without the State's prior written consent, which consent may be withheld for any reason.

If a judgment or settlement is obtained or reasonably anticipated against the State's use of any intellectual property for which the Contractor has indemnified the State, the Contractor shall, at the Contractor's sole cost and expense, promptly modify the item or items which were determined to be infringing, acquire a license or licenses on the State's behalf to provide the necessary rights to the State to eliminate the infringement, or provide the State with a non-infringing substitute that provides the State the same functionality. At the State's election, the actual or anticipated judgment may be treated as a breach of warranty by the Contractor, and the State may receive the remedies provided under this solicitation.

3. PERSONNEL

The Contractor shall, at its expense, indemnify and hold harmless the indemnified parties from and against any claim with respect to withholding taxes, worker's compensation, employee benefits, or any other claim, demand, liability, damage, or loss of any nature relating to any of the personnel, including subcontractor's and their employees, provided by the Contractor.

4. SELF-INSURANCE

The State of Nebraska is self-insured for any loss and purchases excess insurance coverage pursuant to Neb. Rev. Stat. § 81-8,239.01 (Reissue 2008). If there is a presumed loss under the provisions of this agreement, Contractor may file a claim with the Office of Risk Management pursuant to Neb. Rev. Stat. §§ 81-8,829 – 81-8,306 for review by the State Claims Board. The State retains all rights and immunities under the State Miscellaneous (§81-8,294), Tort (§ 81-8,209), and Contract Claim Acts (§ 81-8,302), as outlined in Neb. Rev. Stat. § 81-8,209 et seq. and under any other provisions of law and accepts liability under this agreement to the extent provided by law.

5. The Parties acknowledge that Attorney General for the State of Nebraska is required by statute to represent the legal interests of the State, and that any provision of this indemnity clause is subject to the statutory authority of the Attorney General.

N. ATTORNEY'S FEES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
HC			

In the event of any litigation, appeal, or other legal action to enforce any provision of the contract, the Parties agree to pay all expenses of such action, as permitted by law and if ordered by the court, including attorney's fees and costs, if the other Party prevails.

O. PERFORMANCE BOND

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
HC			

The Contractor may be required to supply a bond executed by a corporation authorized to contract surety in the State of Nebraska, payable to the State of Nebraska, which shall be valid for the life of the contract to include any renewal and/or extension periods. The amount of the bond shall be \$150,000. The bond, if required, will guarantee that the Contractor will faithfully perform all requirements, terms and conditions of the contract. Failure to comply shall be grounds for forfeiture of the bond as liquidated damages. Amount of forfeiture will be determined by the agency based on loss to the State. The bond will be returned when the service has been satisfactorily completed as solely determined by the State, after termination or expiration of the contract.

P. ASSIGNMENT, SALE, OR MERGER

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
HC			

Either Party may assign the contract upon mutual written agreement of the other Party. Such agreement shall not be unreasonably withheld.

The Contractor retains the right to enter into a sale, merger, acquisition, internal reorganization, or similar transaction involving Contractor's business. Contractor agrees to cooperate with the State in executing amendments to the contract to allow for the transaction. If a third party or entity is involved in the transaction, the Contractor will remain responsible for performance of the contract until such time as the person or entity involved in the transaction agrees in writing to be contractually bound by this contract and perform all obligations of the contract.

Q. CONTRACTING WITH OTHER NEBRASKA POLITICAL SUB-DIVISIONS OF THE STATE OR ANOTHER STATE

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
HC			

The Contractor may, but shall not be required to, allow agencies, as defined in Neb. Rev. Stat. § 81-145, to use this contract. The terms and conditions, including price, of the contract may not be amended. The State shall not be contractually obligated or liable for any contract entered into pursuant to this clause. A listing of Nebraska political subdivisions may be found at the website of the Nebraska Auditor of Public Accounts.

The Contractor may, but shall not be required to, allow other states, agencies or divisions of other states, or political subdivisions of other states to use this contract. The terms and conditions, including price, of this contract shall apply to any such contract, but may be amended upon mutual consent of the Parties. The State of Nebraska shall not be contractually or otherwise obligated or liable under any contract entered into pursuant to this clause. The State shall be notified if a contract is executed based upon this contract.

R. FORCE MAJEURE

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
HC			

Neither Party shall be liable for any costs or damages, or for default resulting from its inability to perform any of its obligations under the contract due to a natural or manmade event outside the control and not the fault of the affected Party ("Force Majeure Event"). The Party so affected shall immediately make a written request for relief to the other Party, and shall have the burden of proof to justify the request. The other Party may grant the relief requested; relief may not be unreasonably withheld. Labor disputes with the impacted Party's own employees will not be considered a Force Majeure Event.

S. CONFIDENTIALITY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
HC			

All materials and information provided by the Parties or acquired by a Party on behalf of the other Party shall be regarded as confidential information. All materials and information provided or acquired shall be handled in accordance with federal and state law, and ethical standards. Should said confidentiality be breached by a Party, the Party shall notify the other Party immediately of said breach and take immediate corrective action.

It is incumbent upon the Parties to inform their officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a (j)(1), which is made applicable by 5 U.S.C. 552a (m)(1), provides that any officer or employee, who by virtue of his/her employment or official position has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

T. OFFICE OF PUBLIC COUNSEL (Statutory)

If it provides, under the terms of this contract and on behalf of the State of Nebraska, health and human services to individuals; service delivery; service coordination; or case management, Contractor shall submit to the jurisdiction of the Office of Public Counsel, pursuant to Neb. Rev. Stat. §§ 81-8,240 et seq. This section shall survive the termination of this contract.

U. LONG-TERM CARE OMBUDSMAN (Statutory)

Contractor must comply with the Long-Term Care Ombudsman Act, per Neb. Rev. Stat. §§ 81-2237 et seq. This section shall survive the termination of this contract.

V. EARLY TERMINATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
HC			

The contract may be terminated as follows:

- 6. The State and the Contractor, by mutual written agreement, may terminate the contract at any time.
- 7. The State, in its sole discretion, may terminate the contract for any reason upon thirty (30) calendar day's written notice to the Contractor. Such termination shall not relieve the Contractor of warranty or other service obligations incurred under the terms of the contract. In the event of termination the Contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.
- 8. The State may terminate the contract immediately for the following reasons:
 - a. if directed to do so by statute;
 - b. Contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
 - c. a trustee or receiver of the Contractor or of any substantial part of the Contractor's assets has been appointed by a court;
 - d. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Contractor, its employees, officers, directors, or shareholders;
 - e. an involuntary proceeding has been commenced by any Party against the Contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the Contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Contractor has been decreed or adjudged a debtor;
 - f. a voluntary petition has been filed by the Contractor under any of the chapters of Title 11 of the United States Code;
 - g. Contractor intentionally discloses confidential information;
 - h. Contractor has or announces it will discontinue support of the deliverable; and,
 - i. In the event funding is no longer available.

W. CONTRACT CLOSEOUT

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
HC			


Upon contract closeout for any reason the Contractor shall within 30 days, unless stated otherwise herein:

9. Transfer all completed or partially completed deliverables to the State;
10. Transfer ownership and title to all completed or partially completed deliverables to the State;
11. Return to the State all information and data, unless the Contractor is permitted to keep the information or data by contract or rule of law. Contractor may retain one (1) copy of any information or data as required to comply with applicable work product documentation standards or as are automatically retained in the course of Contractor's routine back up procedures;
12. Cooperate with any successor Contactor, person or entity in the assumption of any or all of the obligations of this contract;
13. Cooperate with any successor Contactor, person or entity with the transfer of information or data related to this contract;
14. Return or vacate any state owned real or personal property; and,
15. Return all data in a mutually acceptable format and manner.

Nothing in this Section should be construed to require the Contractor to surrender intellectual property, real or personal property, or information or data owned by the Contractor for which the State has no legal claim.

III. CONTRACTOR DUTIES

A. INDEPENDENT CONTRACTOR / OBLIGATIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
			<p>Suggested addition to item below, presented in red:</p> <p>The State reserves the right to require the Contractor to reassign or remove from the project any Contractor or subcontractor employee upon written notice to Contractor.</p>

It is agreed that the Contractor is an independent contractor and that nothing contained herein is intended or should be construed as creating or establishing a relationship of employment, agency, or a partnership.

The Contractor is solely responsible for fulfilling the contract. The Contractor or the Contractor's representative shall be the sole point of contact regarding all contractual matters.

The Contractor shall secure, at its own expense, all personnel required to perform the services under the contract. The personnel the Contractor uses to fulfill the contract shall have no contractual or other legal relationship with the State; they shall not be considered employees of the State and shall not be entitled to any compensation, rights or benefits from the State, including but not limited to, tenure rights, medical and hospital care, sick and vacation leave, severance pay, or retirement benefits.

By-name personnel commitments made in the Contractor's proposal shall not be changed without the prior written approval of the State. Replacement of these personnel, if approved by the State, shall be with personnel of equal or greater ability and qualifications.

All personnel assigned by the Contractor to the contract shall be employees of the Contractor or a subcontractor, and shall be fully qualified to perform the work required herein. Personnel employed by the Contractor or a subcontractor to fulfill the terms of the contract shall remain under the sole direction and control of the Contractor or the subcontractor respectively.

With respect to its employees, the Contractor agrees to be solely responsible for the following:

1. Any and all pay, benefits, and employment taxes and/or other payroll withholding;
2. Any and all vehicles used by the Contractor's employees, including all insurance required by state law;
3. Damages incurred by Contractor's employees within the scope of their duties under the contract;
4. Maintaining Workers' Compensation and health insurance that complies with state and federal law and submitting any reports on such insurance to the extent required by governing law;
5. Determining the hours to be worked and the duties to be performed by the Contractor's employees; and,
6. All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination alleged against the Contractor, its officers, agents, or subcontractors or subcontractor's employees)

If the Contractor intends to utilize any subcontractor, the subcontractor's level of effort, tasks, and time allocation should be clearly defined in the bidder's proposal. The Contractor shall agree that it will not utilize any subcontractors not specifically included in its proposal in the performance of the contract without the prior written authorization of the State.

The State reserves the right to require the Contractor to reassign or remove from the project any Contractor or subcontractor employee.

Contractor shall insure that the terms and conditions contained in any contract with a subcontractor does not conflict with the terms and conditions of this contract.

The Contractor shall include a similar provision, for the protection of the State, in the contract with any subcontractor engaged to perform work on this contract.

B. EMPLOYEE WORK ELIGIBILITY STATUS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
HC			

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of employees physically performing services within the State of Nebraska. A federal immigration verification system means 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 an employee.

If the Contractor is an individual or sole proprietorship, the following applies:

- 7. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at <http://das.nebraska.gov/materiel/purchasing.html>
- 8. The completed United States Attestation Form should be submitted with the solicitation response.
- 9. 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 required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
- 10. 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.

C. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION (Statutory)

The Contractor shall comply with all applicable local, state, and federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act prohibits Contractors of the State of Nebraska, and their subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions, compensation, or privileges of employment because of race, color, religion, sex, disability, marital status, or national origin (Neb. Rev. Stat. §§ 48-1101 to 48-1125). The Contractor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The Contractor shall insert a similar provision in all subcontracts for goods and services to be covered by any contract resulting from this solicitation.

D. COOPERATION WITH OTHER CONTRACTORS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
HC			

Contractor may be required to work with or in close proximity to other contractors or individuals that may be working on same or different projects. The Contractor shall agree to cooperate with such other contractors or individuals, and shall not commit or permit any act which may interfere with the performance of work by any other contractor or individual. Contractor is not required to compromise Contractor's intellectual property or proprietary information unless expressly required to do so by this contract.

E. DISCOUNTS

Prices quoted shall be inclusive of ALL trade discounts. Cash discount terms of less than thirty (30) calendar days will not be considered as part of the proposal. Cash discount periods will be computed from the date of receipt of a properly executed claim voucher or the date of completion of delivery of all items in a satisfactory condition, whichever is later.

F. PERMITS, REGULATIONS, LAWS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
HC			

The contract price shall include the cost of all royalties, licenses, permits, and approvals, whether arising from patents, trademarks, copyrights or otherwise, that are in any way involved in the contract. The Contractor shall obtain and pay for all royalties, licenses, and permits, and approvals necessary for the execution of the contract. The Contractor must guarantee that it has the full legal right to the materials, supplies, equipment, software, and other items used to execute this contract.

G. OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
HC			

The State shall have the unlimited right to publish, duplicate, use, and disclose all information and data developed or obtained by the Contractor on behalf of the State pursuant to this contract.

The State shall own and hold exclusive title to any deliverable developed as a result of this contract. Contractor shall have no ownership interest or title, and shall not patent, license, or copyright, duplicate, transfer, sell, or exchange, the design, specifications, concept, or deliverable.

H. INSURANCE REQUIREMENTS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
HC			

The Contractor shall throughout the term of the contract maintain insurance as specified herein and provide the State a current Certificate of Insurance/Acord Form (COI) verifying the coverage. The Contractor shall not commence work on the contract until the insurance is in place. If Contractor subcontracts any portion of the Contract the Contractor must, throughout the term of the contract, either:

11. Provide equivalent insurance for each subcontractor and provide a COI verifying the coverage for the subcontractor;
12. Require each subcontractor to have equivalent insurance and provide written notice to the State that the Contractor has verified that each subcontractor has the required coverage; or,
13. Provide the State with copies of each subcontractor's Certificate of Insurance evidencing the required coverage.

The Contractor shall not allow any Subcontractor to commence work until the Subcontractor has equivalent insurance. The failure of the State to require a COI, or the failure of the Contractor to provide a COI or require subcontractor insurance shall not limit, relieve, or decrease the liability of the Contractor hereunder. In the event that any policy written on a claims-made basis terminates or is canceled during the term of the contract or within one (1) year of termination or expiration of the contract, the contractor shall obtain an extended discovery or reporting period, or a new insurance policy, providing coverage required by this contract for the term of the contract and one (1) year following termination or expiration of the contract.

If by the terms of any insurance a mandatory deductible is required, or if the Contractor elects to increase the mandatory deductible amount, the Contractor shall be responsible for payment of the amount of the deductible in the event of a paid claim.

Notwithstanding any other clause in this Contract, the State may recover up to the liability limits of the insurance policies required herein.

1. WORKERS' COMPENSATION INSURANCE

The Contractor shall take out and maintain during the life of this contract the statutory Workers' Compensation and Employer's Liability Insurance for all of the contactors' employees to be engaged in work on the project under this contract and, in case any such work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the subcontractor's employees to be engaged in such work. This policy shall be written to meet the statutory requirements for the state in which the work is to be performed, including Occupational Disease. **The policy shall include a waiver of subrogation in favor of the State. The COI shall contain the mandatory COI subrogation waiver language found hereinafter.** The amounts of such insurance shall not be less than the limits stated hereinafter. For employees working in the State of Nebraska, the policy must be written by an entity authorized by the State of Nebraska Department of Insurance to write Workers' Compensation and Employer's Liability Insurance for Nebraska employees.

2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

The Contractor shall take out and maintain during the life of this contract such Commercial General Liability Insurance and Commercial Automobile Liability Insurance as shall protect Contractor and any subcontractor performing work covered by this contract from claims for damages for bodily injury, including death, as well as from claims for property damage, which may arise from operations under this contract, whether such operation be by the Contractor or by any subcontractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall not be less than limits stated hereinafter.

The Commercial General Liability Insurance shall be written on an **occurrence basis**, and provide Premises/Operations, Products/Completed Operations, Independent Contractors, Personal Injury, and Contractual Liability coverage. **The policy shall include the State, and others as required by the contract documents, as Additional Insured(s). This policy shall be primary, and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory. The COI shall contain the mandatory COI liability waiver language found hereinafter.** The Commercial Automobile Liability Insurance shall be written to cover all Owned, Non-owned, and Hired vehicles.

REQUIRED INSURANCE COVERAGE	
COMMERCIAL GENERAL LIABILITY	
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal/Advertising Injury	\$1,000,000 per occurrence
Bodily Injury/Property Damage	\$1,000,000 per occurrence
Medical Payments	\$10,000 any one person
Damage to Rented Premises (Fire)	\$300,000 each occurrence
Contractual	Included
Independent Contractors	Included
<i>If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.</i>	
WORKER'S COMPENSATION	
Employers Liability Limits	\$500K/\$500K/\$500K
Statutory Limits- All States	Statutory - State of Nebraska
USL&H Endorsement	Statutory
Voluntary Compensation	Statutory
COMMERCIAL AUTOMOBILE LIABILITY	
Bodily Injury/Property Damage	\$1,000,000 combined single limit
Include All Owned, Hired & Non-Owned Automobile liability	Included
Motor Carrier Act Endorsement	Where Applicable
UMBRELLA/EXCESS LIABILITY	
Over Primary Insurance	\$5,000,000 per occurrence
CYBER LIABILITY	
Breach of Privacy, Security Breach, Denial of Service, Remediation, Fines and Penalties	\$5,000,000
MANDATORY COI SUBROGATION WAIVER LANGUAGE	
"Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska."	
MANDATORY COI LIABILITY WAIVER LANGUAGE	
"Commercial General Liability & Commercial Automobile Liability policies shall name the State of Nebraska as an Additional Insured and the policies shall be primary and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory as additionally insured."	

3. EVIDENCE OF COVERAGE

The Contractor shall furnish the Contract Manager, with a certificate of insurance coverage complying with the above requirements prior to beginning work at:

As.materielpurchaing@nebraska.gov

These certificates or the cover sheet shall reference the RFP number, and the certificates shall include the name of the company, policy numbers, effective dates, dates of expiration, and amounts and types of coverage afforded. If the State is damaged by the failure of the Contractor to maintain such insurance, then the Contractor shall be responsible for all reasonable costs properly attributable thereto.

Reasonable notice of cancellation of any required insurance policy must be submitted to the contract manager as listed above when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

4. DEVIATIONS

The insurance requirements are subject to limited negotiation. Negotiation typically includes, but is not necessarily limited to, the correct type of coverage, necessity for Workers' Compensation, and the type of automobile coverage carried by the Contractor. Damage to Rented Premises (Fire) and Cyber Liability may be subject to limited negotiation if the QIDS solution is cloud based.

I. ANTITRUST

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
HC			

The Contractor hereby assigns to the State any and all claims for overcharges as to goods and/or services provided in connection with this contract resulting from antitrust violations which arise under antitrust laws of the United States and the antitrust laws of the State.

J. CONFLICT OF INTEREST

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
HC			

By submitting a proposal, bidder certifies that no relationship exists between the bidder and any person or entity which either is, or gives the appearance of, a conflict of interest related to this Request for Proposal or project.

Bidder further certifies that bidder will not employ any individual known by bidder to have a conflict of interest nor shall bidder take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its contractual obligations hereunder or which creates an actual or appearance of conflict of interest.

If there is an actual or perceived conflict of interest, bidder shall provide with its proposal a full disclosure of the facts describing such actual or perceived conflict of interest and a proposed mitigation plan for consideration. The State will then consider such disclosure and proposed mitigation plan and either approve or reject as part of the overall bid evaluation.

K. STATE PROPERTY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
HC			

The Contractor shall be responsible for the proper care and custody of any State-owned property which is furnished for the Contractor's use during the performance of the contract. The Contractor shall reimburse the State for any loss or damage of such property; normal wear and tear is expected.

L. SITE RULES AND REGULATIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
HC			

The Contractor shall use its best efforts to ensure that its employees, agents, and subcontractors comply with site rules and regulations while on State premises. If the Contractor must perform on-site work outside of the daily operational hours set forth by the State, it must make arrangements with the State to ensure access to the facility and the equipment has been arranged. No additional payment will be made by the State on the basis of lack of access, unless the State fails to provide access as agreed to in writing between the State and the Contractor.

M. ADVERTISING

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
HC			

The Contractor agrees not to refer to the contract award in advertising in such a manner as to state or imply that the company or its goods or services are endorsed or preferred by the State. Any publicity releases pertaining to the project shall not be issued without prior written approval from the State.

N. NEBRASKA TECHNOLOGY ACCESS STANDARDS (Statutory)

Contractor shall review the Nebraska Technology Access Standards, found at <http://nitc.nebraska.gov/standards/2-201.html> and ensure that products and/or services provided under the contract are in compliance or will comply with the applicable standards to the greatest degree possible. In the event such standards change during the Contractor's performance, the State may create an amendment to the contract to request the contract comply with the changed standard at a cost mutually acceptable to the parties.

O. DISASTER RECOVERY/BACK UP PLAN

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
HC			

The Contractor shall have a disaster recovery and back-up plan, of which a copy should be provided upon request to the State, which includes, but is not limited to equipment, personnel, facilities, and transportation, in order to continue delivery of goods and services as specified under the specifications in the contract in the event of a disaster.

P. DRUG POLICY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
JC			

Contractor certifies it maintains a drug free work place environment to ensure worker safety and workplace integrity. Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by the State.

Q. WARRANTY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
JC			

Despite any clause to the contrary, the Contractor represents and warrants that its services hereunder shall be performed by competent personnel and shall be of professional quality consistent with generally accepted industry standards for the performance of such services and shall comply in all respects with the requirements of this Agreement. For any breach of this warranty, the Contractor shall, for a period of ninety (90) days from performance of the service, perform the services again, at no cost to the State, or if Contractor is unable to perform the services as warranted, the Contractor shall reimburse the State all fees paid to Contractor for the unsatisfactory services. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

IV. PAYMENT

A. PROHIBITION AGAINST ADVANCE PAYMENT (Statutory)

Neb. Rev. Stat. §§ 81-2403 states, “[n]o goods or services shall be deemed to be received by an agency until all such goods or services are completely delivered and finally accepted by the agency.”

B. TAXES (Statutory)

The State is not required to pay taxes and assumes no such liability as a result of this solicitation. The Contractor may request a copy of the Nebraska Department of Revenue, Nebraska Resale or Exempt Sale Certificate for Sales Tax Exemption, Form 13 for their records. Any property tax payable on the Contractor’s equipment which may be installed in a state-owned facility is the responsibility of the Contractor

C. INVOICES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
		HC	<p>Liberty agrees to submit monthly invoices for payment. Given the nature of the services to be delivered, we propose to invoice for our services three ways: (1) Per unit charge for mortality reviews, CI management and HCBS investigations and any other services for which a unit charge is quoted, subject to an annual minimum, (2) a flat monthly fee for remaining services (i.e., 1/3 of start up each month during the initial 90 day start up period; 1/9 of operation for the remainder of the initial year of the contract, and 1/12 for remaining years and (3) a charge for the difference between the minimum number of units required less the number of units actually performed multiplied by the applicable unit rate to be invoiced in a mutually agreeable manner no less than annually.</p> <p>In addition, as stated in the questions and answers associated with this procurement, the pricing provided for optional services are an estimate only and should not be construed as the final price to deliver these services should they be added to the contract. Liberty understands and agrees that an amendment will be required to define the Scope of Work, deliverables, and due dates(s) and to revise the cost provided on the Cost Proposal, if necessary.</p>

Monthly invoices for payments shall be submitted by the Contractor to DHHS-DDD, 301 Centennial Mall S, P.O. Box 98947, Lincoln, NE 68509-8947 with sufficient detail to support payment. The terms and conditions included in the Contractor’s invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract.

D. INSPECTION AND APPROVAL

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
HC			

Final inspection and approval of all work required under the contract shall be performed by the designated State officials.

The State and/or its authorized representatives shall have the right to enter any premises where the Contractor or Subcontractor duties under the contract are being performed, and to inspect, monitor or otherwise evaluate the work being performed. All inspections and evaluations shall be at reasonable times and in a manner that will not unreasonably delay work.

E. PAYMENT (Statutory)

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
		HC	Suggested addition to item G. presented in red: In no event shall the Contractor be paid for a loss of anticipated profit after termination date.

Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. § 81-2403). The State may require the Contractor to accept payment by electronic means such as ACH deposit. In no event shall the State be responsible or liable to pay for any goods and services provided by the Contractor prior to the Effective Date of the contract, and the Contractor hereby waives any claim or cause of action for any such services.

F. LATE PAYMENT (Statutory)

The Contractor may charge the responsible agency interest for late payment in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §§ 81-2401 through 81-2408).

G. SUBJECT TO FUNDING / FUNDING OUT CLAUSE FOR LOSS OF APPROPRIATIONS (Statutory)

The State's obligation to pay amounts due on the Contract for a fiscal year following the current fiscal year is contingent upon legislative appropriation of funds. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal year(s) for which such funds are not appropriated. The State will give the Contractor written notice thirty (30) calendar days prior to the effective date of termination. All obligations of the State to make payments after the termination date will cease. The Contractor shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the Contractor be paid for a loss of anticipated profit.

H. RIGHT TO AUDIT (First Paragraph is Statutory)

The State shall have the right to audit the Contractor's performance of this contract upon a thirty (30) days' written notice. Contractor shall utilize generally accepted accounting principles, and shall maintain the accounting records, and other records and information relevant to the contract (Information) to enable the State to audit the contract. (Neb. Rev. Stat. § 84-304 et seq.) The State may audit and the Contractor shall maintain, the Information during the term of the contract and for a period of five (5) years after the completion of this contract or until all issues or litigation are resolved, whichever is later. The Contractor shall make the Information available to the State at Contractor's place of business or a location acceptable to both Parties during normal business hours. If this is not practical or the Contractor so elects, the Contractor may provide electronic or paper copies of the Information. The State reserves the right to examine, make copies of, and take notes on any Information relevant to this contract, regardless of the form or the Information, how it is stored, or who possesses the Information. Under no circumstance will the Contractor be required to create or maintain documents not kept in the ordinary course of contractor's business operations, nor will contractor be required to disclose any information, including but not limited to product cost data, which is confidential or proprietary to contractor.

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
HC			

The Parties shall pay their own costs of the audit unless the audit finds a previously undisclosed overpayment by the State. If a previously undisclosed overpayment exceeds one-half of one (0.5%) of the total contract billings, or if fraud, material misrepresentations, or non-performance is discovered on the part of the Contractor, the Contractor shall reimburse the State for the total costs of the audit. Overpayments and audit costs owed to the State shall be paid within ninety (90) days of written notice of the claim. The Contractor agrees to correct any material weaknesses or condition found as a result of the audit.

Additional Exception

Liberty respectfully requests the following modification to Page 1 of the Request for Proposal (RFP), presented **in red**:

The State of Nebraska (State), Department of Administrative Services (DAS), Materiel Division, State Purchasing Bureau (SPB), is issuing this Request for Proposal (RFP) Number 6317 Z1 for the purpose of selecting a Quality Improvement Organization (QIO) or QIO-like entity for the State of Nebraska Medicaid Home and Community Based Services Programs (HCBS) and state operated Intermediate Care Facilities for Individuals with Developmental Disabilities (ICF/DDs). A more detailed description can be found in Section V through VII. ~~The resulting contract may not be an exclusive contract as the State reserves the right to contract for the same or similar services from other sources now or in the future.~~



4. Scope of Work Requirements (Tab C)

VI. SCOPE OF WORK REQUIREMENTS

A. DEVELOPMENT AND IMPLEMENTATION OF A START-UP PLAN TO DO BUSINESS IN NEBRASKA

No later than ninety (90) days after the start of the contract, the Contractor shall create and implement a start-up plan that includes at least the following elements.

1. 90-Day Start-up Plan

Develop and deliver a ninety (90) day plan, complete with detailed narrative, staffing plan, organizational chart, and Gantt chart, that includes the Contractor’s plan for office space, staffing, provide support for DHHS in securing enhanced Medicaid Federal Financial Participation. The staffing plan and organizational chart should include key personnel titles (for example: Program Manager; Clinicians; Critical Incident Investigator; etc.) and required qualifications and experience. The plan should include steps for onboarding with the Nebraska Quality team, as well as building familiarity with Nebraska’s current quality management system.

Required Outcome: The start-up plan development, with all components described above, is due no later than thirty (30) days after the start of the contract.

- a. Provide a draft startup plan complete with narrative, staffing plan, organizational structure and include steps for onboarding with the Nebraska Quality team, as well as building familiarity with Nebraska’s current quality management system.

Bidder Response:

 **Meets or Exceeds Requirement**

As part of our submission, Liberty provides a draft startup plan complete with narrative, staffing plan, organizational structure, and the steps for onboarding the Nebraska Quality Team. Based on many years of successful program implementations, Liberty has developed and refined a proven systematic method for implementing new projects like this one. Our comprehensive “Implementation Management Plan Methodology” includes all phases of project startup and all aspects of operations. The method includes a standard list of essential tasks to be completed before given project tasks are defined and assigned to specific management team staff. This methodology has been used successfully to implement new programs in as little as 45 days from contract execution.

Our track record implementing new programs under aggressive timeframes will enable Liberty to begin full operations within 90 days of contract award.

Liberty and its QIDS subcontractor, The Rushmore Group, have developed a comprehensive draft 90-day plan for program start-up. The plan includes a detailed narrative, proposed staffing plan, and project organizational chart with key personnel, as well as a Gantt chart identifying the time frame for completing essential tasks, such as establishing office space and helping DHHS secure federal matching funds. The final plan will provide a transparent and easy-to-understand description of what can be expected throughout the entire lifecycle of startup and subsequent implementation and operation of the program. While much is included within our draft plan, our final plan will define the required tasks, the associated timelines, and accompanying documentation by way of our proven methodology.

Note: We have provided a Gantt chart of our draft start-up plan in Appendix 1. An overview of our 90-day implementation plan is presented below as **Figure 1: 90-Day Implementation.**

Nebraska Quality Program Organizational Chart

The following organizational chart describes our project management structure for the program. It includes all onsite job positions and reporting lines, as well as key corporate resources who will be actively involved in program implementation and who will provide ongoing project support as needed. Requested qualifications and experience are captured within brief job descriptions presented in Section B. Corporate Overview, Item 8. Summary of Contractor's Proposed Personnel / Management Approach. We have also provided full resumes for several highly qualified candidates in Appendix 2.

The following chart (**Figure 2: Organizational Chart**) includes the number of staff per position (if more than one) and the anticipated percentage of time each staff member will spend on assigned tasks.

Liberty's Proven Methodology for Successful Implementations



Liberty's contract implementation and ongoing program operations will be managed by **Director of Operations Kate Obert, MA, MAT**. Kate has more than 15 total years of healthcare experience with a background in I/DD, Medicaid/Medicare audits, enrollment, and billing. As Director of Operations at Liberty, she provides oversight of our HCBS quality services contracts in Arizona, Indiana, and the District of Columbia, as well as population health contracts in North Carolina and DC. Kate serves as a liaison between program management and operational functions. Her other responsibilities include hiring and training the onsite Executive Director for this project and confirming that the program delivers high-quality services and is in compliance with contractual, legal, and regulatory requirements.



Kate will be supported during contract implementation by **Rashida Morris, MS**, Liberty’s **Director of New Business Implementation**, who was instrumental in the development of our proposed startup plan. Rashida will function as the point person, coordinating efforts of the Implementation Team. She will monitor the plan implementation and coordinate all communication between our Director of Operations (Kate Obert), our local Nebraska program management team, and DHHS-DDD. Gradually, over the course of implementation, the onsite Executive Director will take increasing control of the local project with ongoing assistance from Rashida and Kate as needed.

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Enhanced Funding for QIO Services: Contracting with a Quality Improvement Organization (QIO or QIO-like Entity) to perform quality oversight and reviews provides an opportunity for states to obtain an enhanced 75% FFP for state expenditures associated with performance of allowable quality activities. While it is the state who must submit the application to obtain this match, Liberty is prepared to provide expertise to facilitate the application and help accelerate the time that it takes for the Department to obtain funding. Liberty assisted Indiana and Pennsylvania in successfully achieving the enhanced 75% match for quality and utilization review functions that we performed for them. We also have pre-prepared resource materials that can immediately assist Nebraska in its application for federal matching funds.



Liberty will advise the Department on ways to accelerate the process for achieving an enhanced 75% Federal Financial Participation match based on our experience assisting other states.

Our proposed timeline for submitting the application for enhanced funding to CMS is presented as **Table 7** below:

2. Participation

The Contractor shall maintain the designation of a QIO-like entity which qualifies them for Medicaid enhanced Federal Financial Participation match from the CMS. The enhanced match is above the State's normal FMAP rate. The Contractor will work with DHHS-DDD and DHHS-Medicaid partners to develop the application to CMS for activities within the scope of work that is eligible for the 75% enhanced match. Evidence of QIO/QIO-like status must be submitted with the proposal.

B. PROCUREMENT FOR A QUALITY INFORMATION DATA SYSTEM FOR MEDICAID HCBS

1. Project Overview

The Contractor shall secure and provide an electronic Quality Information Data System (QIDS) to provide software to support the State's Quality Management System. The purpose of the QIDS is to document the State's compliance with the CMS HCBS waiver requirements, the CMS HCBS Final Rule State Transition Plan, the quality assessment of services, supports and outcomes for program participants of Medicaid HCBS, and support the ongoing quality management work of the State and the QIO/QIO-like entity.

The State shall take over operations of the data system at the end of the contract with the QIO/QIO-like Contractor, with transfer of data and management to state and new provider, if applicable. Contractor must provide a transition plan to DHHS for approval 180 days before the end of contract.

2. Project Environment

The Contractor will be required to work with all DHHS offices statewide via a web-based statewide system. The system will be accessed by both DHHS personnel and Contractors, including provider personnel and the QIO/QIO-like entity.

3. Business Requirements

- a. The QIDS shall be provided by an entity with experience providing a QIDS for Medicaid HCBS waivers with similar size and scope of the State of Nebraska DHHS.
- b. The QIDS shall be configured to meet the specific needs of Medicaid HCBS Waivers with QIDS for the following components:
 - i. File Review module (review of participant files for health, safety and service planning). Specifically, this shall include the capacity to audit Critical Incident and Mortality Review processes.
 - ii. Reporting module, including the ability to generate CAPs based upon reviews.
- c. The QIDS shall also be configured to include the following expanded components, to be initiated at a later time based upon needs and funds availability:
 - i. Provider Review module
 - ii. Claims Review module
 - iii. Level of Care module
 - iv. Peer Review module
 - v. Client Satisfaction (interview) module
 - vi. Any additional modules that the QIO recommends
- d. Describe experience providing QIDS similar to the size and scope of the State of Nebraska DHHS. Experience with Medicaid HCBS 1915c Waivers preferred.

Bidder Response:

 **Meets or Exceeds Requirement**

Liberty Healthcare Corporation has engaged **The Rushmore Group, LLC** (“Rushmore”) as its subcontractor to provide and manage a Quality Improvement Data System (QIDS) in support of this program. Rushmore’s work over the past 20 years in conducting case reviews and designing, implementing, and training automated quality information and case review systems, combined with their knowledge of HCBS, PERM, SNAP, Medicaid, and CHIP program policies and procedures and quality control processes, confirms that Rushmore has met the needs of its clients. Rushmore has worked with more than 25 states and numerous counties on development and deployment of quality review systems.

The following matrix (**Table 8: Rushmore Experience**) provides a summary of Rushmore’s experience in the areas addressed by this RFP. Rushmore was the prime contractor for all of these projects and did not subcontract any of the work. Rushmore has identified Project ID entries A through C as initiatives most closely aligned in size, scope, and complexity with the requirements of this RFP. The three projects are only a sample used to demonstrate Rushmore’s extensive experience completing projects of similar size, scope, and complexity in addition to its experience conducting case reviews, providing quality control review assessments, and delivering process training for the Rushmore Quality Review System.

- e. Describe how the software program will provide corrective action planning and monitoring functions and will document communication between parties responsible for corrective action.

Bidder Response:

 **Meets or Exceeds Requirement**

Based on quality thresholds set by DHHS, an electronic plan of correction will employ data obtained from identified review components to build the plan of correction. This assures the plan of correction is detailed and measurable while appropriately targeting the root cause of any identified metric variance. Once the plan of correction is created, DHHS will be able to track performance expectations and benchmarks while allowing all parties the ability to document continued efforts on quality management. The QIDS encourages collaboration between DHHS and the provider network by providing a methodology that is consistent and produces reliable data by which to benchmark and improve performance.

- f. The Contractor shall have the ability to maintain Protected Health Information (PHI) received from the State, Participants in Medicaid HCBS programs, and service providers. The Contractor shall have the ability to maintain the confidentiality of all information. See Health Insurance Portability and Accountability Act (HIPAA) Compliance – Attachment B - Business Associate Agreement Provisions.

4. Scope of Work for QIDS

The Contractor shall provide an effective, efficient and reliable mechanism for capturing relevant information permitting the identification of issues and provide a broad array of management reports to support managerial decisions. It shall also allow management to develop CAPs and permit the measurement of improvement over time as initiatives are implemented.

5. Required Functionality

a. The QIDS must reflect national best practices from CMS. Describe how solution approaches and maintains this requirement.

Bidder Response:	Meets or Exceeds Requirement
<p>Sound quality improvement starts with good data. Rushmore’s QIDS facilitates a comprehensive process that builds quality into the administration of review procedures conducted by the state. Encoded in the system is demographic information relative to the review being conducted, the CMS assurances or sub-assurance or state authority being reviewed, the overall review finding, and the precise reason for the identified weakness. Performance measures for CMS assurances are accessible in real time with statewide and provider-specific detail. The QIDS will provide DHHS with a comprehensive process to build and sustain quality in the administration of its approved 1915(c) HCBS waivers.</p>	

b. The QIDS must assess through qualitative and quantitative means:

- i.** The quality of services provided;
- ii.** The ability of services provided to meet the participant’s needs;
- iii.** The effect of the services to support or improve quality of the participant’s life; and,
- iv.** The satisfaction of participants receiving services with the process of eligibility determination and service delivery.

The primary means of data collection will be reviews done by DHHS and DPH employees. Describe how the solution meets these requirements.


Bidder response:	Meets or Exceeds Requirement
<p>The QIDS is a security role-based system requiring each user to have a unique user ID and password to access the system (including DHHS and DPH). The user role assigned to each person will dictate access to QIDS components, as well as what the user can add, modify, and delete, and their ability to run reports from the system.</p> <p>Within the modules configured for use in Nebraska, Rushmore will configure the QIDS to include both qualitative and quantitative assessments as designed by Liberty and the Department. These instruments will provide Liberty and the DHHS-DDD Quality Team a vehicle to capture data on quality of services provided, service plan outcomes, quality of life, and satisfaction of participants receiving services.</p>	

c. The QIDS must have the ability to import data from existing DHHS systems in a standardized format, using data conversion when necessary. Describe how the solution meets this requirement.

Bidder Response:	Meets or Exceeds Requirement
<p>Historical DHHS data can be imported into QIDS via interchange tables. Data sets from</p>	


historical data must match what is configured in QIDS to make the interchange table data successful. If there are differences in data matching, the configured QIDS can be entered utilizing direct data entry.

- d. The QIDS shall include recommendations for improvements to the types of services and the delivery of services for program participants. Describe how the solution meets this requirement.

Bidder Response:  **Meets or Exceeds Requirement**


Our reporting provides a solid foundation for effective monitoring and continuous evaluation of supports and services. Standardized reports will allow DHHS to identify individual provider or systemic issues and pinpoint the cause(s). The real time data produced by the QIDS provides a means to address urgent situations and reverse trends prior to completion of established reporting periods. Reports allow for analysis to address training needs at the state or provider level, issue policy memorandums or safety bulletins, and identify and address error-prone policies and procedures. This analysis will allow DHHS to identify the nature and frequency of the underlying issue(s) critical in formulating corrective action strategies that support and sustain true system improvement to move beyond “what when wrong”.

- e. The QIDS will allow for data storage of participants’ surveys. Describe how the solution meets this requirement.

Bidder response:  **Configurable to Meet Requirement**


If determined to be a need and pending available funding, the QIDS will be configured to include a component related to participant surveys/satisfaction. The component will be designed to capture the data based on satisfaction survey questions that DHHS utilizes to receive information from individuals applying for and accessing I/DD services and supports.

- f. The QIDS will allow for data storage of monitoring tools for both DHHS staff and providers of services. Describe how the solution meets this requirement.

Bidder response:  **Configurable to Meet Requirement**

As noted in the Traceability Matrix, the QIDS does not currently support a document repository. This is a custom feature and will require ground up development. The QIDS will be configured based on the monitoring tools utilized by DHHS, as well as those designed and developed by Liberty as part of this contract.

- g. The system shall have ongoing compliance with DHHS Medicaid waiver regulations, DHHS Administration of Developmental Disabilities, Office of Special Education Program (OSEP), CMS rules and regulations, Health Insurance Portability and Accountability Act (HIPAA), American Recovery and Reinvestment Act (ARRA), and Family Educational Rights and Privacy Act (FERPA). Describe how solution meets this requirement.

Bidder Response:  **Meets or Exceeds Requirement**

Encoded in the system is demographic information relative to each type of review being conducted, the assurance(s) and sub-assurance(s), or the state authority being reviewed. Review protocols will define the elements that will be reviewed in each QIDS review protocol and the subsequent questions to further define the review protocol. In addition to federal or state authority/regulation, authority can be expanded to include state and waiver specific review

protocols, the waiver application instructions, and other materials that inform the review process. The authority tied to each element is available for view via the data entry screen and supports the reviewer in making decisions on the outcome of the element.

- h. The Contractor will provide a QIDS with a functioning case review system for quality assurance of the Medicaid HCBS CDD, DDAD, AD and TBI waivers, based upon the State's need and funds availability. Describe how the solution meets this requirement.

Bidder Response:

 **Meets or Exceeds Requirement**

The QIDS is a configurable off-the-shelf system that will provide DHHS with the components necessary to meet its continuous quality improvement needs and provide data necessary to effect true system transformation. The Case File Review will be configured to allow for review of service plan and health and safety information for participants accessing services and supports by type of HCBS waiver to assure compliance with federal and state authority and waiver assurances.

- i. The QIDS must have the function to allow DHHS and DPH to enter information and extract data and reports to use for internal processes as well as reporting to CMS for all associated programs and services. Describe how the solution meets this requirement.

Bidder Response:

 **Meets or Exceeds Requirement**

The QIDS leverages technology allowing simultaneous data gathering to support and facilitate analysis and reporting of data critical to remediation and system improvement. Data relative to wavier performance measures approved by CMS is accessible in real time allowing DHHS to continuously monitor at statewide and provider-specific detail. The QIDS will provide DHHS and Liberty the means to submit specific information about quality improvement systems and supports timely and adequately to CMS for annual and evidentiary reporting.

- j. Describe how solution includes ongoing maintenance for one (1) year past contract expiration or termination. Any cost associated with this maintenance must be included on the Cost Proposal.

- k. Describe how solution allows for real time, direct access to export all data or selected data collected in the system.

Bidder Response:

 **Meets or Exceeds Requirement**

During the information gathering and configuration phase, specified queries will be determined. These queries and associated reports will then be made available (based on user permissions) to Department staff, providing them on-demand access to pre-defined data within the system. Rushmore will also plan to include export files of data to facilitate data transmission and advanced analytics to be performed outside of their system.

- I. Describe how solution provides effective transparent reporting aligned with measures and outcomes from CMS.

Bidder Response:

 **Meets or Exceeds Requirement**

The QIDS will allow DHHS to leverage technology to enable simultaneous data gathering and reporting to support and facilitate analysis of data critical to remediation and system improvement. Performance measures for CMS assurance are accessible in real time and include statewide and provider-specific detail. The QIDS will support the ability for DHHS to submit very specific information about quality improvement systems and supports the ability to provide timely and adequate information to CMS for annual or evidentiary reporting.

- m. Describe how solution provides a plan of improvement and remediation module to document steps to compliance and to track progress for successful remediation.

Bidder Response:

 **Meets or Exceeds Requirement**

Based on quality thresholds set by DHHS, an electronic plan of correction will employ data obtained from identified review components to build the plan of correction. This assures the plan of correction is detailed and measurable while appropriately targeting the root cause of any identified metric variance. Once the plan of correction is created, DHHS will be able to track performance expectations and benchmarks while allowing all parties the ability to document continued efforts on quality management. The QIDS encourages collaboration between DHHS and the provider network by providing a methodology that is consistent and produces reliable data by which to benchmark and improve performance.

- n. The QIDS must have the function to provide real time data to address urgent situations for specific providers or across the service system prior to completion of established reporting periods. Describe how the solution meets this requirement.

Bidder Response:

 **Meets or Exceeds Requirement**

Our reporting provides the solid foundation for effective monitoring and continuous evaluation of supports and services. Standardized reports will allow DHHS to identify individual provider or systemic issues and pinpoint the cause(s). The real time data produced by the QIDS provides a means to address urgent situations and reverse trends prior to completion of established reporting periods. Reports allow for analysis to address training needs at the state or provider level; issue policy memorandums or safety bulletins; identify and address error-prone policies and procedures. This analysis will allow DHHS to identify the nature and frequency of the underlying issue(s) critical in formulating corrective action strategies that support and sustain true system improvement to move beyond “what when wrong”.

- o. Describe how solution allows access to multiple modules to enter data for quality assurance activities; at a minimum the modules must include:
- i. File Review Module with the capacity to audit Critical Incident and Mortality Review systems;
 - ii. Reporting Module with the ability to generate Corrective Action Plans based upon reviews;
 - iii. Provider Review module;
 - iv. Claims Review module;
 - v. Level of Care module;
 - vi. Peer Review module;

- vii. Client Satisfaction module;
- viii. Any additional modules that the QIO recommends.

Bidder Response:

 **Configurable to Meet Requirement**

As determined through the contract process, DHHS and Liberty will have the option to configure the QIDS modules to a singular or multiple HCBS waiver. The choice of the appropriate HCBS waiver will be provided to the user upon login to the QIDS. Dependent on the waiver chosen and assigned user role, the user will see the data fields specific to the chosen waiver and quality assurance metrics.

- p. The QIDS shall be a solution that will function no later than six (6) months after contract start date and support data gathering and management to meet assurances in the Medicaid HCBS waiver application (<http://dhhs.ne.gov/Pages/DD-Regulations-and-Waivers.aspx>) and in state developed sub-assurances.
- q. Describe how the QIDS would function for DHHS no later than six (6) months after contract start date.

Bidder Response:

 **Meets or Exceeds Requirement**

Rushmore's QIDS is a configurable off-the-shelf system that will provide DHHS and Liberty with the components necessary to meet its continuous quality improvement needs and provide data necessary to effect true system transformation. This will support the ability to implement the QIDS for DHHS no later than six months after contract start date.

- r. Describe how solution supports data gathering and management to meet assurances in the Medicaid HCBS waiver application and in state developed sub-assurances.

Bidder Response:

 **Meets or Exceeds Requirement**

The QIDS will allow DHHS and Liberty to leverage technology to enable simultaneous data gathering and reporting to support and facilitate analysis of data critical to remediation and system improvement. Performance measures for CMS assurance are accessible in real time and include statewide and provider specific detail. The QIDS will support the ability for DHHS and Liberty to submit very specific information about quality improvement systems and supports the ability to provide timely and adequate information to CMS for annual or evidentiary reporting.

- s. The QIDS must have the ability to offer one-way integration and auto-population for client demographics and provide information, including the participant's name, service coordinator and supervisor, date of birth, and gender; as well as the provider name and agency type. Describe how the solution meets this requirement.

- t. The QIDS shall be designed to allow the DPH to input data from completed certifications of agency providers per Nebraska Administrative Code (NAC) regulations. Describe how the solution meets this requirement.

- u. The QIDS must have the ability to provide a module for processing and documenting the complaints received by DHHS. Note that this is an optional feature that the State may purchase based upon need and funds availability. Describe how the solution meets this requirement.

Bidder Response:

 **Configurable to Meet Requirement**

The QIDS will have the option to be configured to include complaints received by DHHS from a variety of stakeholders. The QIDS will track the complaint from initial report through completion of recommended changes based on the complaint.

6. Training

The bidder shall provide a draft plan with bidder’s proposal for onsite training throughout the life of the contract for the following:

- a. DHHS Staff;
- b. Service Providers;
- c. QIO; and
- d. Other Stakeholders (as specified by DDD).

The Contractor will be required to provide DHHS staff, stakeholders and providers training with application software and any associated tools (i.e. reporting tools, etc.). Final training plan must be approved by DHHS within 30 days of contract award.

Bidder Response:

 **Meets or Exceeds Requirement**

Prior to going live, Rushmore will present training to DHHS staff, the QIO, service providers, and other identified stakeholders. The proposed training plan includes onsite training with DHHS staff and web-based training with service providers and other identified stakeholders.

Rushmore will provide training to DHHS and Liberty staff onsite in Lincoln. The training will be role based and inclusive of all waivers to cover the mandatory modules of file review, reports, and corrective action plans. The training will be offered on two consecutive dates.

Due to the expansiveness of Nebraska, Rushmore will provide training to service providers via

a web-based platform. The training will be provided by waiver with training sessions identified for each role within the mandatory modules. Each waiver will receive two separate training dates thus allowing providers of each waiver type to select the training date of their choice. The provider training will be open and available to other stakeholders at the discretion of DHHS. If a provider of specific waiver service is unable to attend the trainings designated for their service type, they will have the opportunity to participate in the training offered for another waiver type.

Each training type, state staff, and service provider will be recorded and provided to DHHS for their utilization in providing refresher training or training to new staff and/or providers. Additional onsite trainings or web-based trainings outside of these initial trainings will be negotiated between DHHS, Liberty, and Rushmore.

Dependent on DHHS' determination for the provision of training, the overall implementation timeline may require adjustment. If the state determines that all initial trainings are required to be held onsite, the training requirements will need to be revised to include additional expenditures and time.

A sample training agenda is included as **Figure 3: Sample QIDS Training Agenda** below:

QIDS User Group Meeting 1 Agenda

- | | |
|--------------------------------------------|---------------------|
| 1. Overview | (9:00 to 11:00 am) |
| a. Structure/organization of QIDS | |
| 2. Log ins and Roles | (11:00 to 11:30 am) |
| 3. QIDS Demo | (11:30 to 12:30 pm) |
| a. State reviews | |
| i. File Review | |
| ii. Reports | |
| b. Provider review | |
| i. File Review | |
| ii. Reports | |
| 4. Lunch | (12:30 to 1:30 pm) |
| 5. QIDS Components | (1:30 to 5:00 pm) |
| a. DDD/Provider roles and responsibilities | |
| b. Sample Size | |
| c. File Review Logistic | |
| d. Testing | |
| e. Training | |
| f. Time frames | |
| g. Entering Reviews | |
| h. Responding to Reviews | |
| i. Plan of Enhancement | |
| j. Element and Causal Factors | |
| k. User Lists | |
| 6. Travel Safely | (5:00 pm) |

Figure 3: Sample QIDS Training Agenda

As DHHS identifies additional QIDS modules for purchase, configuration and implementation training for each identified module will be determined and included as part of the updated statement of work.

It is understood that the final training plan must be approved by DHHS within 30 days of contract award. Based on discussions with DHHS after contract award, Liberty and Rushmore will clarify the above parameters and DHHS' preferences for the QIDS training and incorporate them into the final training plan that is submitted for approval.

7. **Technical Requirements**
The bidder shall provide a response to each of the requirements in Attachment A, QIDS Technical Requirements Traceability Matrix.
8. **Project Planning and Management**

- a. The Contractor will be required to conduct work sessions with staff designated by DHHS to gather information necessary to support the customization, testing and implementation of the QIDS. The QIDS conceived from this process will be developed specifically to meet the needs of DHHS. A written design and implementation plan will be submitted by Contractor to the DHHS Project Manager and receive DHHS approval, prior to initiating the remainder of the work within the scope this project. Provide DHHS Quality Improvement personnel training with QIDS software.
- b. Describe and submit a draft design plan and draft implementation plan with response.

Bidder Response:

 **Meets or Exceeds Requirement**

As the first step in configuration of the QIDS, Rushmore – in conjunction with Liberty - will review current quality control and assurance processes to identify gaps, eliminate redundancies, and align information discovery for data compilation and reporting. Rushmore will facilitate and conduct workshops with identified staff and stakeholders to gather information required to support the development of the QIDS. Workshops are generally conducted with program policy, QA, operations, management, IT, training, and other identified stakeholders.

The QIDS will employ Rushmore’s trademark element and questions to create review protocols consistent with federal and state authority. A finalized implementation plan will be submitted to the DHHS project manager providing written agreement prior to initiating the remainder of the work within the scope of the QIDS. The implementation plan will be a working document subject to change. Rushmore will work with Liberty and designated DHHS staff and stakeholders to facilitate testing of the QIDS.

- c. The Contractor will be required to work with DHHS designated personnel to communicate the implementation plan, configuration phase plan, timelines, deadlines and any delays via

written documentation using agreed formats and timelines. Address any software issues within two (2) business days or as determined by DHHS.

- d. The Contractor’s software module will ensure CMS reporting requirements, found in the Attachment D HCBS Waiver Technical Guide and in Nebraska’s Medicaid HCBS Waivers, are met.
- e. Any software issues will be addressed within two (2) business days or as agreed upon by DHHS and the Contractor. Errors must be identified and communicated to DHHS.
- f. Contractor will provide system updates fully tested and deemed ready for release.

9. CHANGE CONTROL PLAN

a. Project Change Control

The Contractor must work with DHHS to establish a change control process. Change control is the formal process for identifying changes that arise in the natural flow of the project and determining the disposition of the requested change or correction. The Project Change Control process will span the entire project life cycle and incorporate a formal change request process, including formal DHHS review and approval. The Project Change Control process includes the terms set forth in Section II.G Change Orders or Substitutions.

Each Change Control Request will:

- i. Provide a clear description of what is included from each change request;
- ii. Delineate impacts to the project’s schedule;
- iii. Require successful completion of testing before the implementation stages;
- iv. Incorporate multiple levels of priority for change requests (e.g., critical, must-have, desired, etc.); and,
- v. Support the Project Change Control process by estimating impacts, investigating solutions, identifying alternatives, inputting appropriate information into the project tracking tools, participating in the decision-making process, and implementing the agreed-upon solution.

b. Change Control Tracking System

The Contractor must provide a change control tracking system that provides the following minimum requirements:

- i. The means to control and monitor change requests;
- ii. A process for reporting the status of all change requests;
- iii. The ability for DHHS to set and change priorities on individual change requests;
- iv. A method for DHHS to determine the estimated and actual hours allocated to each change request and the personnel assigned to each request; and
- v. A method to schedule a completion date provided by DHHS for each change request.

10. Software Escrow Requirements

- a. Bidder shall include in the proposal response the escrow agent that will be utilized. The State will have the right of refusal during contract finalization.

Bidder Response:	Meets or Exceeds Requirement
The state will have full access to the source code at no cost to the state.	

- b. Contractor shall deposit on an annual basis and any time enhancements or updates are made to the solution, at bidder’s expense, with an escrow agent chosen by the Contractor, a copy of all items that are necessary for the operation and support, to include the following, but not limited to:
 - i. The Software source code and executables;

- ii. Third Party Software;
 - iii. Documentation for the source code;
 - iv. Software architecture and design documentation;
 - v. Operations documentation;
 - vi. Scheduling instructions;
 - vii. All database information related to the State of Nebraska;
 - viii. All current and valid passwords and encryption keys; and
 - ix. Any other necessary or useful documentation.
- c. Contractor will have the authority to remove superseded source code and documentation if it is simultaneously replaced with the most current version of the superseded source code and documentation.
 - d. The Contractor shall include along with Contractor's annual audited financial statements required in Section VIII.B.2 evidence to the State of continued payment of the escrow fees and/or evidence of the ongoing existence of such escrow relationship.
 - e. The escrow agreement will include direction to the escrow agent to release all escrowed items at termination or expiration of the Contract.
 - f. Should the Contractor default or file bankruptcy, as described in Section II.V. Early Termination, the State will cease utilization of source code. Otherwise, the State will utilize source code through the original term of the contract including any and all renewal periods and extensions.

Required Outcome: The QIDS work must be completed for the mandatory modules no later than six (6) months after the start of the contract.

C. ENHANCING AND IMPROVING NEBRASKA'S QUALITY MANAGEMENT SYSTEM (QMS) AND STRATEGY

DHHS-DDD expects the Contractor to complete a comprehensive assessment and provide recommendations to enhance the HCBS QMS. This scope is intended to extend internal capacity, evaluate the provision of services, remediate problems with quality, design quality enhancement strategies, and deliver and support continuous quality improvement. This includes but is not limited to:

1. Task 1. Assessment

- a. Conduct a comprehensive assessment of HCBS QMS. This assessment should include a systematic infrastructure analysis of current state, including review of data availability, data collection tools, processes, information systems, and existing metrics. Produce a report that includes a detailed narrative, current state process map(s), identification of existing strengths and weaknesses, and assessment of current state compared to CMS compliance requirements and best and promising practices. The first two priority components of this assessment are the Mortality Review (See Section VI.E) and the Critical Incident Management Process (See Section VI.F) The comprehensive assessment shall also include, but is not limited to:
 - i. HCBS Waiver Performance Measures/CMS Assurances;
 - ii. Internal quality practices such as ISP reviews, claims reviews, and ICAP reviews;
 - iii. Outcomes-based Provider Quality Management including:
 - a) Provider quality reviews (both desk reviews and on-site);
 - b) HCBS Settings assessments;
 - c) Provider technical assistance and training; and
 - d) Provider remediation and CAPs;
 - iv. Participant Experience Surveys and National Core Indicators surveys; and,
 - v. Data analysis and trending for continuous improvement.

Describe how the bidder meets or exceeds this requirement.

Bidder Response:

 **Meets or Exceeds Requirement**

We will begin this project by establishing a team of key local leadership with expertise in the fields of intellectual and developmental disabilities (I/DD), home and community-based services (HCBS), and quality improvement and performance management (QM/PI).

Given the complex nature of this project, we will have strong support in the area of project and change management. Liberty’s corporate project manager, Rashida Morris, will actively drive contract performance and success early on. She will be supported by the local Quality Improvement Manager who will work with our Nebraska Quality Team to develop and manage workplans, deliverables, and performance.

Our timeline for completing QMS assessments is presented below as **Table 10: General Quality Management System (QMS) Workplan:**

Liberty’s efforts to enhance Nebraska’s Quality Management System (QMS) will include a systematic infrastructure analysis of current state capacity, including data availability, data collection tools, processes, information systems, and existing metrics. In order to be successful, Liberty will bring in recognized expertise as part of a local team, augmented by Liberty’s corporate managers and resources in the areas of developmental disabilities, quality measurement tools and methodologies, and quality improvement. We will analyze Nebraska’s current quality improvement efforts and work with the Division’s current staff to design, develop, and support the implementation of multiple systemic improvements.

Quality Improvement Program Design

Liberty’s approach will include:

- A dedicated **local team supported by national experts** in quality design, state/federal regulations, and other areas of expertise.
- Program managers who will **operationalize the solution** by building practical procedures and hiring/training dedicated personnel.
- An organized, sequential approach based on **core project management principles**.

During this initial period of assessment, Liberty will engage in a number of discovery activities including, but not limited to:

1. Evaluate quality data that is currently available.
2. Evaluate quality measurement tools currently used to collect data in terms of efficiency, reliability, validity, and effectiveness.
3. Evaluate processes currently followed to collect data.
4. Evaluate tools and other sources of information used to capture and aggregate data.
5. Evaluate sources of information from which data is gathered and aggregated
6. Determine what quality metrics are most useful and meaningful for the Division and to the participants receiving services.



[Redacted text block containing multiple paragraphs of information, with some lines highlighted in light blue.]

- b. The Contractor will host a one-day QMS Strategic Planning session for up to twenty (20) internal and external stakeholders to seek feedback on the current and proposed system and discuss how to incorporate promising practices. Describe bidder’s approach to meet this requirement.

Bidder Response:

 **Meets or Exceeds Requirement**

Approach to Strategic Planning Session(s)

Liberty’s proposed method for conducting the Strategic Planning Session (or sessions, if approved by DHHS) is comprised of three phases: (1) Membership Engagement, (2) Session Planning and Execution, and (3) Feedback and Follow-up. While early stages of this project will focus on evaluation and discovery of current practices – including the completion of the initial required QMS Strategic Planning Session – we recommend the continuing participation of a core group of stakeholder members who can provide additional feedback during the design, development, and implementation stages of the contract.

1. **Membership Engagement:** Liberty will work with the Department to confirm population groups that should be included as part of the internal and external stakeholder members. Although we have recommended the organizations and individuals listed above, Liberty will work closely with the Department to confirm their agreement and obtain its own recommendations for participating members.

Once the initial group of participants is identified, we will work with the Department to issue a communication/invitation that defines the purpose of the strategic planning session(s) and the agenda for discussion. We recommend that the communication/invitation is sent from the Department to increase interest and willingness to attend. The initial QMS Strategic Planning Session will be an all-day workshop with accommodation of up to 20 internal and external stakeholders.

2. **Session Planning and Execution:** Given the broad scope to be covered and the number of anticipated participants (i.e., up to 20), we propose to offer a workshop format with smaller breakout sessions. We will work with the Division to finalize the format and content in advance of the session to help ensure we present a consistent message and make best use of the available time. We provide a sample agenda (**Table 13**) below.

Time	Scheduled Activity
09:00am – 10:00am	Introductions and Overview
10:00am – 12:00pm	Breakout Sessions <ul style="list-style-type: none"> • Health and Welfare (mortality review, critical incident management) • Service Planning (level of care assessments, person centered individualized service plan)
12:00pm – 01:00pm	Lunch and Presentation (TBD)
01:00pm – 03:00pm	Breakout Sessions

	<ul style="list-style-type: none"> • Qualified Providers (provider quality reviews, technical assistance and training, performance improvement) • Quality of Life (Participant Experience Surveys, National Core Indicators)
03:00pm – 03:30pm	Putting it All Together
03:30pm – 04:00pm	Moving Forward

3. Feedback and Follow-up: Liberty will compile the ideas and feedback obtained during the QMS Strategic Planning Session and organize the responses to align with

The feedback may also be organized into current likes, current dislikes, and future wishes as follows:

- a. Things we like and what we would like to see more of.
- b. Things we don't like and what we would like to change.
- c. Things we would like to see added.

Liberty will then distribute a summary of the session to the participants, which may include tables, figures, process maps, or diagrams that were generated during the feedback session. We will then invite further feedback from the participants, allowing them to increase their input into the topic areas they discussed and to add their ideas on topic areas from the breakout sessions they were unable to attend.

After gathering this second round of feedback, we will generate a communication that will be distributed to the actual participants and to the broader service delivery system. This communication will be posted as a white paper and will serve as a benchmark or milestone for our shared beginning and hopes for future improvement.

Collaborative Workgroup

Liberty proposes to exceed the requirement for a one-day QMS Strategic Planning Session by establishing an ongoing **Collaborative Workgroup** and engaging stakeholders in an ongoing fashion to obtain their feedback on the current and proposed system through a **series of feedback sessions rather than a single session**. Thus, participants, their families, and other stakeholders will have opportunities to participate during the discovery and design phases of Liberty's quality initiatives, especially with regard to the measures and metrics tied to meaningful outcomes. Rather than limiting feedback to one session, we recommend a series of sessions in which we can present the updated or newly developed tools and processes to stakeholders for their feedback. Our goal is to foster genuine collaboration and engagement among all interested parties.



STAKEHOLDER ENGAGEMENT

Liberty will establish a Collaborative Workgroup and engage stakeholders to obtain ongoing feedback on the QIO program.

While the RFP specifies a single QMS Strategic Planning Session, we propose to **extend the value of this initial group of participants by forming an ongoing Collaborative Workgroup**. This workgroup will create an active forum for developing new ideas and obtaining feedback from multiple stakeholders for anticipating problems, evaluating progress, and collaborative

problem-solving. This regular forum for ongoing communication provides opportunities to identify, discuss, and work through issues or concerns that may arise in a collaborative fashion that is not possible in other forums (e.g., legislators, news, etc.). We have found this process adds both credibility and engagement to the process, leading to positive programmatic and person-centered outcomes.

We will consult with DHHS-DDD on selecting the stakeholders to invite to the initial strategic planning session (and for our proposed ongoing Collaborative Workgroup, which could be drawn from the planning session).

[Redacted text block]

[Redacted text block]

 **STAKEHOLDER ENGAGEMENT**

Liberty has already reached out to a number of local Nebraska stakeholder organizations to obtain their commitment to support our efforts should we be chosen to implement and manage this program.

Draft Assessment Process Flow

As part of Liberty’s planning process, we will create a process flow that guides the design, development, and activation of a structured and comprehensive systemic assessment and that also serves as a communication tool to both our customers and key stakeholders. We have presented the following diagram (**Figure 4**) as an example of a process flow that we would develop in collaboration with the Department for this project.

Required Outcome: Initial QMS Strategic Planning Session shall take place no later than nine (9) months after contract start date. In future years, the Contractor shall host this session annually to determine whether any amendments are needed to the Quality Management Strategy. Every three (3) years, the Contractor shall conduct a Comprehensive Review and make recommendations for changes, in addition to the annual QMS Strategic Planning Session. The comprehensive Assessment Report is due no later than twelve (12) months after start of the contract. See Sections VI.E and VI.F. for required outcomes related to the Mortality Review and Incidence Management Process.

2. **Task 2. Design: Comprehensive Roadmap for Enhancements**
 - a. Recommend a Quality Management Strategy for DHHS-DDD. Develop a comprehensive roadmap for enhancements to the existing QMS, including discussion of best practices, based upon recommendations from CMS, and other State systems. Make recommendations for how to improve the existing system. The recommended strategy shall guide the organizational structure and operation of quality assurance and improvement activities; promote access to and quality of care and service in a timely, appropriate, and cost-effective manner; and improve individual personal outcomes. The first two priority components for the comprehensive roadmap and enhancements are the

Mortality Review (See Section VI.E.) and the Critical Incident Management Process (See Section VI.F.). Describe how the bidder meets or exceeds this requirement.

Bidder Response:

 **Meets or Exceeds Requirement**

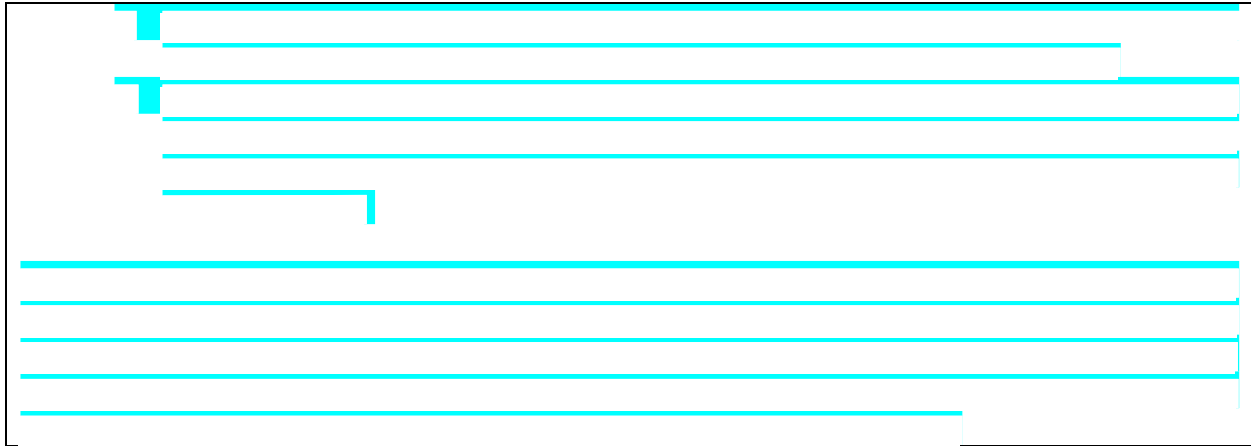
Based on the results of our systematic assessment and gap analysis of the Department’s current Quality Management System and informed by the ideas and feedback that we gather from stakeholders through the Strategic Planning Session(s) and proposed Collaborative Workgroup, Liberty will apply our national experience in I/DD best practices and CMS recommendations to formulate a comprehensive roadmap for revitalizing Nebraska’s QMS. The roadmap will define the operational structure, staffing, and all components of the revamped QMS, as well as the new systems and components to be implemented for Mortality Review and Critical Incident Management.

 **WAIVER POPULATIONS**

Liberty will apply our national experience in I/DD best practices and CMS recommendations to develop a comprehensive roadmap for revitalizing Nebraska’s QMS.

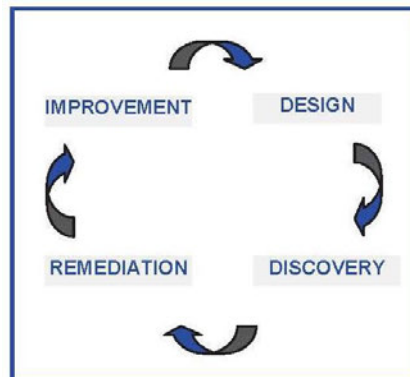
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- b. The recommended strategy shall meet the CMS assurances for the operation of the Medicaid HCBS waiver programs including process for developing, measuring and monitoring performance indicators for each assurance; the CMS Home and Community-Based Settings Rule; and Nebraska rules and regulations. The recommendations shall reflect the CMS required Design, Discovery, Remediation, Improvement continuous quality improvement cycle shown in Figure 4.

Figure 4



Describe bidder's understanding of this requirement.

Bidder Response:

Meets or Exceeds Requirement

Many of Liberty's contracts involve reviews and/or assessments spanning the full range of Medicaid home and community-based waivers. Our portfolio shows our experience with waiver assurances and in gathering data and reporting on assurances and sub-assurances (e.g., qualified provider, service plan, health and welfare, financial). We also bring our expertise in designing and implementing quality measurement tools that both align with the CMS Quality Framework and best practices in person-centered approaches and optimize community integration and participation.

BEST PRACTICE APPROACH

Liberty has incorporated the four steps of continuous quality improvement into a quality framework specific to Nebraska.

For this project, Liberty has incorporated the four steps of continuous quality improvement into a quality framework specific to Nebraska. As shown in the diagram below (**Figure 5**), our quality efforts will progress through the cycle of Design, Discovery, Remediation, and

HCBS Waiver Assurances

In order to report on the metrics within Nebraska's 372 Report and Evidenced-Based Report (EBR) to CMS, Liberty will build tools around the above framework and incorporate assurances and sub-assurances from the respective waiver applications. As shown in the following examples, we will integrate the metrics included within the Comprehensive Developmental Disabilities (CDD) and Developmental Disabilities Adult Day (DDAD) waivers with these assurances. We will then replicate this process for the Aged and Disability (AD) and Traumatic Brain Injury (TBI) waivers.

- **Level of Care** (rolls up under Participant Access in the CMS Quality Framework)
 - An evaluation for LOC is provided to all applicants for whom there is reasonable indication that services may be needed in the future.
 - The levels of care of enrolled participants are reevaluated at least annually or as specified in the approved waiver.
 - The processes and instruments described in the approved waiver are applied appropriately and according to the approved description to determine participant level of

care.

- **Qualified Provider** (rolls up under Provider Capacity and Capabilities)
 - The state verifies that providers initially and continually meet required licensure and/or certification standards and adhere to other standards prior to their furnishing waiver services.
 - The state monitors non-licensed/non-certified providers to assure adherence to waiver requirements.
 - The state implements its policies and procedures for verifying that provider training is conducted in accordance with state requirements and the approved waiver.
- **Service Plan** (rolls up under Participant Centered Service Planning and Delivery)
 - Service plans address all participants assessed needs (including health and safety risk factors) and personal goals, either by the provision of waiver services or through other means.
 - The state monitors service plan development in accordance with its policies and procedures.
 - Service plans are updated/revised at least annually or when warranted by changes in the waiver participants needs.
 - Services are delivered in accordance with the service plan, including the type, scope, amount, duration, and frequency specified in the service plan.
 - Participants are afforded choice: between/among waiver services and providers.
- **Health and Welfare** (rolls up under Participant Safeguards)
 - The state demonstrates, on an ongoing basis, that it identifies, addresses, and seeks to prevent instances of abuse, neglect, exploitation, and unexplained death.
 - The state demonstrates that an incident management system is in place that effectively resolves those incidents and prevents further similar incidents to the extent possible.
 - The state policies and procedures for the use or prohibition of restrictive interventions (including restraints and seclusion) are followed.
 - The state establishes overall health care standards and monitors those standards based on the responsibility of the service provider as stated in the approved waiver.
- **Financial Accountability**
 - The state provides evidence that claims are coded and paid for in accordance with the reimbursement methodology specified in the approved waiver and only for services rendered.
 - The state provides evidence that rates remain consistent with the approved rate methodology throughout the five-year waiver cycle.

HCBS Final Settings Rule

As part of our review of the current Provider Quality Review processes in Nebraska, Liberty will assess how well services are being delivered in support of the CMS HCBS Settings rules, including:

- ✓ Whether individuals' needs are being identified and met through person-centered

- planning.
- ✓ Whether services are being provided in the most integrated setting appropriate to their needs and consistent with their informed choice.
- ✓ Whether individuals have opportunities for integration in all aspects of their lives.

To improve the review of alignment between the HCBS rule and a given provider’s policies and procedures, we recommend additional quality indicators that can explicitly measure the following six areas of special importance to CMS and indicative of best practices:

- ✓ Is the setting integrated in and provide access to the broader community?
- ✓ Is the location where services are provided accessible to the individual?
- ✓ Does the provider operate in an authentic and consistent person-centered manner (as opposed to a provider-centered manner)?
- ✓ Does the provider offer choices?
- ✓ Does the provider ensure the rights of individuals, including the right to privacy, the right to be treated with dignity and respect, and the right to be free from coercion and restraint?
- ✓ Does the provider provide opportunities for integration (i.e., opportunities for competitive employment and engagement in community life)?

Of note, Liberty has developed specific tools that focus on these key questions and which are embedded within the Provider Certification Reviews that we conduct annually with 100% of the I/DD providers in the District of Columbia. Nebraska can benefit from these proven quality tools from which we can draw relevant indicators for inclusion and revision for the design and development of Nebraska’s quality instruments.

- c. The recommendations shall include Personal Outcomes, and a discussion of how these can be integrated throughout the proposed HCBS Quality Management Strategy, to help ensure that supports and services are integrated, person-centered and outcome-oriented. Describe how the bidder meets or exceeds this requirement.

Bidder Response:

 **Meets or Exceeds Requirement**

Personal outcomes are consistently emphasized in Liberty’s proposed HCBS Quality Management Strategy because it is crucial to demonstrate that I/DD supports and services are integrated, person-centered, and outcome oriented. Nebraska will benefit from our organizational strength and specific experience in operationalizing person-centered thinking into the evaluation of supports and services.

For example, in Indiana, Liberty partnered with the Council on Quality and Leadership (CQL) in assuring that all quality reviewers completed CQL-certified training in personal outcome measurement. Currently, we are collaborating with the Indiana Department of Disability and Rehabilitative Services (DDRS) and the University of Missouri Kansas City (UCEDD) to embed the personal outcomes embodied by Charting the LifeCourse Framework into our quality tools and processes. As part of this effort, 15 of our local and corporate staff are being certified as LifeCourse Ambassadors.

 **WAIVER POPULATIONS**

Liberty has a long history of partnering with organizations such as CQL and UMKC that promote principles of personal outcomes and community integration for people with disabilities.

Similarly, in the District of Columbia, we have assisted the Developmental Disabilities Administration with their person-centered initiatives. Of note, we designed, implemented, and tested an array of tools for the certification of HCBS waiver providers, which are fundamentally grounded in person-centered thinking. The tool items are grouped into domains that measure personal outcomes for individuals with regard to protecting rights and dignity, affirming safety and health, exploring desired community experience and relationships, affirming implementation of required and needed supports, and determining each person's level of satisfaction. Further, by aligning the tools with waiver and HCBS settings requirements, Liberty enables the District to demonstrate its performance in these vital areas.

Liberty's Approach to Incorporate Personal Outcomes in the QM Strategy:

Liberty focuses on the person in all our quality measurement work, as well as in programs and settings where we have clinical and operational responsibilities as a provider of direct supports. In our quality work, we emphasize and operationalize personal outcomes by **starting quality reviews with a focused interview with the person**, which may often include the person's natural supports (e.g., family, friends, trusted staff, etc.).

Liberty emphasizes and operationalizes personal outcomes by starting quality reviews with a focused interview with the individuals being served.

The interview emphasizes what is important to the person, his or her needs, desires, requirements for supports, and vision for the future. Using this knowledge, our reviewers can then evaluate provider capacity in meeting each person's needs, desires, supports, and aspirations. We then review records and question the direct support and management staff to assess congruence between what we learn from the person and what we learn from the provider. We use the personal interviews to determine how well a provider is meeting the needs and goals of the people receiving services and to assess desired personal outcomes.

Some of Liberty's notable accomplishments in the area of person-centered practices include:

- Implementation of methods to enable consumers to choose their own case managers as part of the Money Follows the Person (MFP) program.
- Expertise in the assessment and measurement of person-centered outcomes.
- Development of multiple quality audit tools and systems for person-centered needs assessment and service planning, including the Personal Outcome Measures®, Participant Experience Survey, National Core Indicators, and the Quality of Life measure used for the MFP program.
- Collaborations with the Council on Quality and Leadership (CQL) and incorporation of the Personal Outcome Measures® and Basic Assurances® into instruments for measuring and monitoring person-centered practices.
- Completion of person-centered focal studies that target choice and satisfaction relative to self-determination, results of which were part of a report to Indiana legislators.
- Participation in the LifeCourse Framework workshops and creation of a "roadmap" for the successful integration of LifeCourse principles along with basic CMS waiver assurances.

We are also familiar with the application of Essential Lifestyle Planning (Michael Smull); Personal Profile and Positive Futures Plan (provided by the Institute for Applied Behavior Analysis in Los Angeles, CA); PATH (Pearpoint, Forest, and O'Brien); Personal Futures Planning (Beth Mount), and the work done by Mark Freidman on person-centered planning.

- d. The report shall include a narrative with discussion of data collection tools, processes, metrics, including identification of existing system gaps, and recommendations on how to improve the current state around what should stay the same, what should be refined, what should be replaced, to achieve best practices. It shall include process maps to demonstrate recommended changes from current state as well as the proposed future state. Describe how the bidder meets or exceeds this requirement.

Bidder Response:

 **Meets or Exceeds Requirement**

Assessment of Current Data Collection Tools and Metrics: As the starting point, Liberty will review all existing data collection tools and measures during the course of assessing the current policies, practices, and performance of all of the quality management and performance improvement efforts undertaken by the DHHS-DDD. Our systematic evaluation will determine how well metrics are aligned with policies and desired outcomes and assess current levels of validity and reliability for the existing measurement instruments. We will obtain data from a set period of performance, including all associated analytics and outcome reports.



Applying Findings for Tool Improvements: Based on the results of our systemic assessment, we further anticipate that our recommended changes in policies and procedures for best practices will also require revisions to tools/measures or the creation of new measures that can more accurately measure the intended domain. As part of this process, our subject matter experts will provide insight and review to maximize the content validity of each tool.

Drawing Upon Proven Data Collection Tools: Liberty will be able to expedite the process of revising and building new quality measures for the DHHS-DDD by drawing upon our proven track record of designing and implementing data collection tools for the efficient and accurate assessment of needs and of the quality of the services and supports for individuals with I/DD. Our experience includes current statewide quality and related assessment services in Indiana, Arizona, the District of Columbia, Idaho, and North Carolina.

Liberty has developed quality assessment tools for more than 30 different types of I/DD services, including everything from supported employment and day services to specialized residential services. We have designed these tools to measure quality and strengthen provider capacity in collaboration with state I/DD agencies and the Council on Quality and Leadership (CQL). The Nebraska DHHS-DDD and other program stakeholders can rely on Liberty to collaborate with your existing team and establish



In collaboration with state I/DD agencies and CQL, we have designed 30 tools to measure quality and strengthen partner capacity.

quality tools and processes that result in accurate, valid, and actionable data at every level (individual, provider, regional, and statewide). The following is a list of the some of the types of instruments that have been created by Liberty along with the domains and types of services evaluated:

Embedding Tools Within the QIDS: While it is essential to improve the quality tools themselves, it is critical to effectively embed the data collection tools within the QIDS to achieve optimal efficiency and accuracy.

As presented in Section B (Procurement for a Quality Information Data System for Medicaid HCBS), we will coordinate closely with The Rushmore Group to design, develop, and implement a robust QIDS that will facilitate the efficient and reliable collection, aggregation, analysis, reporting, and application of quality data for the following crucial purposes:

- Facilitate direct, accurate “real-time” entry of quality data using embedded electronic quality tools.
- Maintain a storehouse of data collected from multiple quality assessment activities and functions, such as mortality reviews, critical incident reviews, provider evaluations, corrective action plans, satisfaction surveys, complaint investigations, and more.
- Provide data analysis and reporting to support the ongoing quality assessment and monitoring of services, supports, and outcomes for program participants of Medicaid HCBS.
- Document the state’s compliance with the CMS HCBS waiver requirements and the CMS HCBS Final Rule State Transition Plan.
- Enhance the ability of Department managers to manage and oversee quality activities by providing a user-friendly “dashboard” and establishing a data management system that it can operate and maintain on its own at the end of the contract.

Collecting Data That is Meaningful and Actionable: All too often, state agencies and organizations collect tremendous quantities of quality data but are unable to use it effectively for performance and quality improvement purposes. Sometimes it is a failure to analyze and organize the data. Sometimes the data itself is weak or unreliable because of invalid or meaningless measures, faulty data collection, and procedural issues. Sometimes it is a failure to apply the findings with practical recommendations for action, such as identifying a significant risk factor, but neglecting to take some action to address it.

For example, Liberty identified a serious gap in provider knowledge about what is and what is not a restrictive procedure in Indiana. We not only reported the finding, but we proposed several actions for improvement, including a statewide electronic survey of provider knowledge of restrictive procedures, a targeted statewide training initiative for behavioral providers, and dissemination of a list of restrictive interventions to all providers.

This is what we mean by “actionable data”. We go beyond the collection of valid and reliable quality data to emphasize the practical importance of transforming data into actionable information. To apply data in a meaningful form, we will work closely with the Department and key stakeholders in the design, development, testing, and implementation of new metrics and institute mechanisms to capture existing data from legacy systems that support related work, such as data from incident reports, complaint investigations, and mortality reviews. With the support of our team of technologists and I/DD experts, we will generate analytics and reporting that enable the Department and other stakeholders to apply the data – with analytics that illuminate trends or patterns and interpretations of the findings that can guide recommendations for quality improvement and risk reduction.

 **ACTIONABLE INFORMATION**

Liberty will generate analytics and reporting that will guide practical recommendations for quality improvement and risk reduction.

Required Outcome: The initial Quality Management Strategy Design Report with accompanying process maps is due no later than fifteen (15) months after contract start date. See Sections VI.E and VI.F. for required outcomes related to the Mortality Review and Incidence Management System.

D. QMS Building Competency

1. The Contractor will develop a comprehensive train-the-trainer curriculum and program for the HCBS quality team and provider certification surveyors, using a module approach. This shall be done collaboratively with DHHS and result in a mix of competency-based in-person and web-based trainings on quality. The Contractor shall design the curriculum and competency-based assessments, for DHHS to implement. Describe how the bidder meets or exceeds this requirement.

Bidder Response:

 **Meets or Exceeds Requirement**

Liberty will meet this requirement by working collaboratively with DHHS to develop a comprehensive and effective training program for the DHHS-DDD Quality Team and provider certification surveyors. The completed training program will comprise a blend of in-person and web-based training modules in accordance with a structured curriculum and will apply competency-based assessments to affirm that personnel acquire the knowledge and skills to perform their quality functions (at the beginning of service) and maintain a high level of performance thereafter (through advanced and refresher training over the course of employment).

Modules Addressing Primary Quality Activities: Liberty will develop a training manual that documents the structure and components of the train-the-trainer curriculum and program. Training modules will align with each of the activities performed by Department and Liberty quality personnel, including:

- Person-Centered Individualized Service Plan (PCISP) Review
- Claims Review
- Inventory for Client and Agency Planning (ICAP) Review
- Provider Quality Review (to include an assessment of HCBS Settings)
- Quality of Life Surveys
- Mortality Reviews
- Critical Incident Management

[Redacted]

[Redacted]

[Redacted]

[Redacted]

 **WAIVER POPULATIONS**

Liberty recommends a training module to educate personnel on the different types of intellectual and developmental disabilities and the challenges, needs, and aspirations of people with I/DD.

[Redacted]

Train-The-Trainer Model: As part of our training plan, we are prepared to deliver an initial training session to trainers selected by the state. Our recommended train-the-trainer methodology includes the following steps:

- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]

- 2.** The Contractor shall also propose and pilot a follow-along coaching strategy aimed at helping State staff move from awareness of best practices to habit. Describe how the bidder meets or exceeds requirement.

We recommend a similar quality control effort be put in place for other reviews conducted by the DHHS-DDD Quality Team. This will provide a high level of training, oversight, and opportunity for enhanced quality services.

Required Outcome: The QMS train-the-trainer curriculum and assessments shall be developed and piloted no later than eighteen (18) months after contract start date. The Contractor would annually review the curriculum and assessments, and amend as needed, to ensure that they continue to be relevant and reflect promising practices.

E. MORTALITY REPORTING AND REVIEW PROCESS

The first priority of the QMS assessment is a review of the existing HCBS mortality review process to develop an effective process for mortality review of unexpected deaths and accompanying data trending, aimed at reducing preventable deaths and related incidents.

1. The mortality reporting and review process recommended shall ensure, at a minimum, the following elements:
 - a. Timely reporting for all deaths per the HCBS waivers and applicable NAC regulations;
 - b. Triage/preliminary investigation of all deaths to determine whether the death was unusual, suspicious, sudden and unexpected, or apparently preventable, including all deaths alleged or suspected to be associated with neglect, abuse, or criminal acts. (DHHS-DDD current mortality review team has the expertise to conduct this preliminary review.);
 - c. Identification of cause of death;
 - d. Identification of circumstances surrounding and contributing to the death – immediate and up to twelve (12) months;
 - e. Investigation of, at a minimum, all deaths that are unusual, suspicious, sudden and unexpected, or apparently preventable, including all deaths alleged or suspected to be associated with neglect, abuse, or criminal acts;
 - f. Recommendations for corrective actions to minimize the reoccurrence of the immediate factors contributing to the death;
 - g. Data analysis for trends in deaths that warrant systemic responses to reduce avoidable risks of death and other adverse outcomes;
 - h. Monitoring to ensure timely implementation of corrective actions per the HCBS waivers and applicable NAC regulations;
 - i. Evaluation to determine whether corrective actions were effective;
 - j. Periodic reporting on number, causes, circumstances of death; and,

- k. Recommendations for sanctions for non- or late reporting and for failure to timely (as defined in the HCBS waivers and applicable NAC regulations) implement corrective action.

2. Task 1. Review, Assessment, and Recommendations

As a priority activity of the QMS assessment, the Contractor shall conduct a high-level review of the current state of HCBS Mortality Reporting and Review Process, including, but not limited to review of data availability, data collection tools, processes, information systems, and existing metrics. The Contractor shall assess the current state compared to CMS compliance requirements. This scope includes the HCBS waivers, as well as the State operated ICF/DDs at the BSDC.

- a. Describe bidder’s approach and process to meet this requirement.

Bidder Response:

 **Meets or Exceeds Requirement**

“An effective mortality review protocol involves timely reporting of all beneficiary deaths, including identification of the cause of death and the circumstances contributing to or associated with the death. It includes, where warranted, identification and implementation of corrective actions likely to minimize the reoccurrence of the immediate factors contributing to the death. It also includes identification of mortality trends and patterns that warrant systemic responses to reduce avoidable risks of death and other adverse outcomes. It includes the timely implementation of systemic responses and ongoing evaluation of their efficacy. And it includes periodic reporting of mortality trends and responses to ensure public reporting regarding the health, welfare, and safety of program beneficiaries.”

Joint Report: Ensuring Beneficiary Health and Safety in Group Homes Through State Implementation of Comprehensive Compliance Oversight

Conducting a High-Level Review of Current Mortality Processes: Liberty is ready to support the design, development, and implementation of a comprehensive mortality review process to be available as an extension of the Critical Incident Management efforts in Nebraska. As part of the comprehensive assessment described in Section C.1.a. (Comprehensive Assessment of HCBS QMS), we will review the current HCBS mortality review and reporting processes. We will engage in a period of discovery with the Department and other key stakeholders to identify those needs and interests that are specific to Nebraska and to incorporate recent advances made by Nebraska’s DDD Quality Management Team.

“Family Voices of Indiana, as the family representative for the BQIS Mortality Review Committee, has worked with Liberty in the past and found them knowledgeable and responsive. The organization has exhibited a commitment to reaching out to and listening to the families of children and youth with special healthcare needs and/or disabilities who FV Indiana and DDRS serve.”

Holly Wheeler, Executive Director
Family Voices of Indiana

Liberty’s expertise in this area is evidenced by our national experts and model presented at multiple national conferences, as well as by the personnel we have proposed to support the Nebraska Quality Management System. Ultimately, the scope of review and analysis will incorporate services under the HCBS waivers in general and services provided by the state operated ICF/DDs at the BSDC in specific.

Liberty will marshal a team of knowledgeable experts in the fields of intellectual and developmental disabilities (I/DD), home and community-based services (HCBS), quality oversight and risk management. This will include leveraging our internal subject matter experts, who have implemented and run similar programs in multiple states, in support of our very qualified local team.

[Redacted text block]

[Redacted text block]

 **BEST PRACTICE APPROACH**

Liberty will create a Nebraska quality framework that incorporates best practices and relies heavily on the GAO and Joint Report.

[Redacted text block]

[Redacted text block]

[Redacted text block]

[Redacted text block]

[Redacted text block]

As part of this process, we will develop a process map that represents the Department's current policies and written processes.

Based upon the assessment, CMS compliance requirements and best and promising practices in Mortality Reporting and Review, the Contractor shall recommend revisions to the current Mortality Review process sufficient to achieve full compliance with CMS requirements.

- b. Describe bidder's knowledge of the CMS requirements to ensure recommendations achieve full compliance.

Bidder Response:

 **Meets or Exceeds Requirement**

Knowledge of CMS Grounded in Experience: Liberty's depth of knowledge about CMS requirements and best practices in the field of I/DD is grounded in 33 years of experience as a direct service provider and quality oversight entity. Since our founding in 1986, Liberty has been awarded 85 discrete contracts to deliver clinical or quality services for individuals with I/DD across 19 different states and the District of Columbia. Other notable achievements include:

- A diverse array of contracts for quality improvement, utilization review, risk management, community integration, assessment, crisis management, and staffing.



WAIVER POPULATIONS

Our understanding of CMS requirements and best practice principles is supported by a team of career I/DD professionals and grounded in 33 years of experience serving people with disabilities.

- Zwick, W., Baglio, C., & Hudson, S. (2014). *Using data for risk management: Making people with intellectual and developmental disabilities more safe and secure*. Reinventing Quality Conference 2014, Baltimore, MD.
- Zwick, W., Baglio, C., & Peret, K. (2013) *Quality improvement from the mortality review process: Extending beyond the deceased to manage risk*. 2013 National Home and Community Based Services Conference, Arlington, VA.
- Zwick, W. & Baglio, C. (2013). *Risk Management in Community Services*. 11th Annual Education Conference of the American Academy of Developmental Medicine and Dentistry, Mesa, AZ.

This review, assessment, and recommendation report shall include specifics about how the QIO would implement the recommendations, including design of quality reviews and proposed roles for QIO and State staff for development and ongoing management of the proposed system, with respect to:

- c.** Mortality reporting;
- d.** Development or refinement of existing tools;
- e.** Data collection system via the QIDS of interfaces with the QIDS;
- f.** Development of metrics and performance standards;
- g.** Formulation and Role of a Mortality Review Committee;
- h.** Remediation with Providers;
- i.** Data trending, analytics, and recommendations for system change;
- j.** Education and outreach;
- k.** Training and technical assistance to state staff and providers; and,
- l.** Any additional recommended practices.

Describe bidder's approach with review assessment and recommendations of each of these components in other programs.

Bidder Response:

 **Meets or Exceeds Requirement**

c. Mortality Reporting

Deaths are currently reported through submission of a General Event Report (GER) within Therap. While critical incidents such as deaths (i.e., High Level) are to be reported verbally to developmental disabilities (DD) service coordination immediately upon becoming aware of the incident, a report must be submitted within 24-hours of becoming aware of the incident.


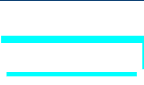
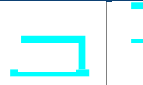

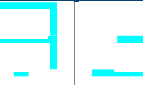

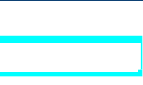





As part of our assessment, we will review data on reported incidents of death to determine if reporting is occurring within this required timeframe, and if not, determine patterns that may suggest quality initiatives that could improve performance.

We will also examine fields and narrative provided with reports of death to determine if there is an opportunity to obtain key information at the time of the incident report, reducing delay that could result from having to request additional documentation as part of the mortality review.

d. Development or Refinement of Tools

During the assessment phase of the contract, we will obtain copies of all existing tools, including assessments, checklists, tables, etc. We will pay particular attention to fields within each tool to determine if they are capable of being used to capture all the information needed for a review of the death. Initially, this will include the GER, the Notification of Death form, any checklists used to perform the review, and a copy of the summary reports that are generated.

We will embed many of these instruments used to complete the review and generate the mortality review summary or brief within the Quality Information Data System (QIDS), which facilitates efficient completion, secure retention, and ease of analyses and reporting.

Sample Description of Events: We have used the following table (**Table 23**) to assist us in determining, in a valid and reliable manner, whether a death should be categorized as expected or unexpected, explained or unexplained, and also whether it should receive an expedited review. We will examine Nebraska's categories specific to the nature of the death and may recommend additions during our assessment.

e. Data Collection System

We will then map processes which will be used during our assessment to determine opportunities to enhance the effectiveness and efficiency of information flow. We will also use this information to inform the design and implementation of the QIDS Mortality Review Module.

The QIDS that Liberty’s subcontractor introduces with this project will support the ability to put all the forms related to mortality reviews in one system. Assigned users will be given access to the QIDS Mortality Module with permission sets to make sure they have appropriate rights to view and add data in the system. Users with appropriate access will be able to enter data and review reports related to Mortality Reviews.

f. Development of Metrics and Performance Standards

Liberty will examine current metrics to determine alignment with those required for reporting to CMS (i.e., Health and Welfare Assurances and Sub-Assurances) and those determined to be important to the Department and its stakeholders. We will interview key individuals to determine the importance of existing metrics and other information that should be collected.

We will examine the data tools being used to gather information on these metrics and review collected data to determine if it provides the necessary information to meet the intended purpose (i.e., why that metric is being assessed). In addition to the tools, we will look at the processes that are being used, as well as staff performance, to measure the integrity of the data being collected (i.e., reliability and validity).

[Redacted]

g. Formulation and Role of a Mortality Review Committee

Mortality Review Committee (MRC): Based on the model practices outlined in the Joint Report, states should ensure that Mortality Review Committees establish the following appropriate procedures and practices:

- The committee’s membership includes an interdisciplinary group of medically credentialed and other professionals (including providers and advocates) who are knowledgeable of community-based services;
- The committee relies on explicit criteria to identify deaths that should be afforded comprehensive reviews by the committee;
- The committee meets sufficiently to guarantee the timely and comprehensive reviews of all required deaths; and
- The committee members have timely access to all necessary documents and reports to assure comprehensive review of all required deaths.

DHHS-DDD has a robust committee made up primarily of medical professionals and chaired by the DDD QA Management Administrator and MLTC Quality Program Coordinator. In addition to reviewing the attendance during MRC meetings, we will examine the role that each member plays on the committee and make recommendations regarding adjustments. As recommended by CMS, this will include the addition of an advocate and a provider. With the inclusion of these members, it will be important to adjust access to the material to maintain privacy of the deceased.

[Redacted]

h. Remediation with Providers

As with other aspects of the mortality review process, we propose to perform a comprehensive assessment of current practices in comparison to state and federal requirements, CMS standards, and best practices. This will include the review of existing remediation strategies used by the Department, as well as data on their application.

This will include examination of individual reviews and MRC minutes for a period of approximately 12 months. Through this assessment, we will look for evidence that recommendations are being provided and that follow up is being requested and verified when appropriate. If available, we will also analyze the data on these recommendations and any remediation applied to providers to determine the most frequent issues, which may present opportunities for quality initiatives in support of systemwide improvement.

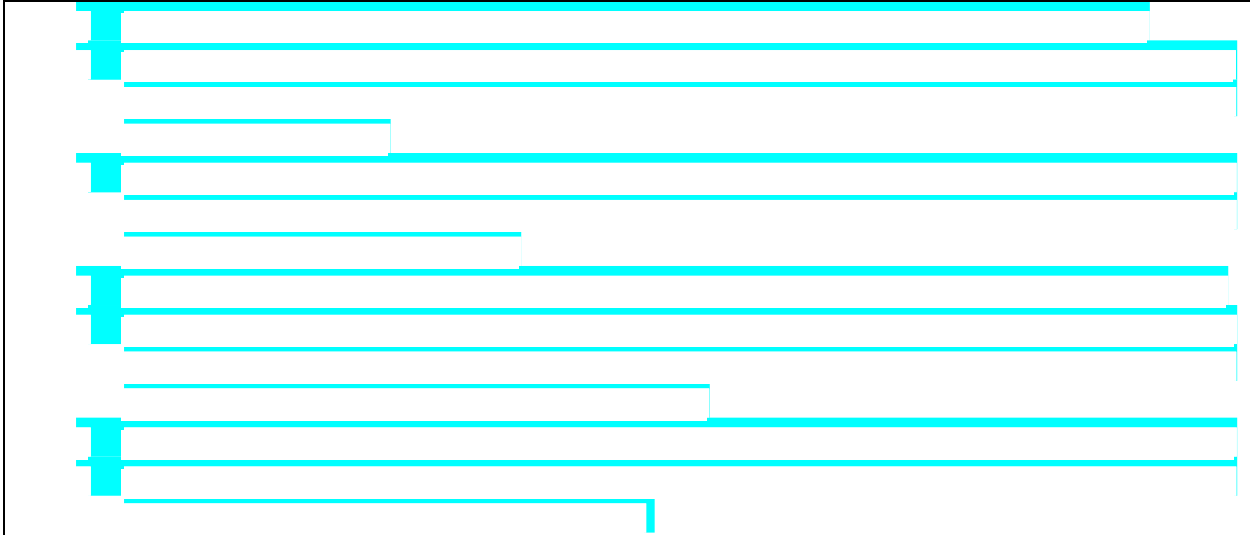
The greatest opportunities we have to positively impact outcomes for individuals with I/DD are often gained from working collaboratively with providers and stakeholders. Given their prominent role supporting individuals, providers have a direct impact on outcomes and as such, we should work to increase provider capacity wherever possible. The mortality review process can serve as an opportunity to improve outcomes for others in service. These in-depth reviews can uncover issues that are unrelated to the death, but that present themselves as an opportunity for improvement, nonetheless. In these cases, recommendations should be given to providers and follow up requested in order to verify corrective action has been taken.

i. Data Trending, Analytics, and Recommendations for Systems Change

j. Education and Outreach

Our team will evaluate the Department's current practices around use of mortality review data, including the development of quality initiatives, training, and outreach. During our initial assessment period in Nebraska, we will conduct interviews and obtain feedback through the QMS Strategic Planning Session(s). We will seek information to include interest and need around the mortality review process and the data.

We will also aggregate the data with regard to issues identified during the reviews conducted over the previous 12 months in order to identify opportunities for targeted education and outreach to the larger provider pool. By focusing our initiatives on those areas identified by providers and key stakeholders, we will be able to prioritize development of education material that meets the most immediate needs.



k. Training and Technical Assistance

Similar to education and outreach, our team will assess the Department’s existing training and technical assistance resources. This will include existing resources available through the Department’s website and training that has previously been delivered.

We will then work to create a library of training and material that can be used for technical assistance. This will include presentations and training sessions that we have developed and delivered within our existing three quality contracts and other training that we have developed over the years. As an example, we developed a series of checklists to support providers internal investigations that are associated with incidents of choking, falls, tube displacement, and decubitus.

As we perform reviews, we will watch for examples of excellence among providers. While we will continue to look for areas that require additional attention, by also capturing excellence it provides us the opportunity to both point out the positive aspects of a provider’s practice and to obtain sample material that can be shared with other providers during delivery of technical assistance. For more information about our plans to deliver training and technical assistance, please see Training and Technical Assistance below.

[Redacted]

I. Additional Recommended Practices

Through our assessment of the Department’s existing tools, processes and practices along with comparison to both regulatory and best practice models, we are likely to identify additional opportunities to enhance Nebraska’s mortality review process. Upon examination of the existing practices, Nebraska does have a number of promising practices. As a result, our job will be to look for other areas that may enhance what is in place – which we believe we will be ready and able to do with our extensive experience and expertise in this area.

While we will make formal recommendations only after a complete review of the state’s system, we propose to include some initial suggestions as a result of our experience, including use of an accessible information system and extension of the mortality review beyond the person who is deceased.

Accessible Information System

Under Liberty’s direction, the Mortality Module of the QIDS will support the ability to put all the forms related to mortality reviews in one system. We propose to give the MRC members permission to access select aspects of each mortality case based on their role and assigned permissions. For state employees, this may include having access to the complete file whereas advocate members will be able to see summary information without any protected health information.

This will support efficient and effective communication among members between meetings. It will also provide the MRC members the ability to communicate with our team during the course of the investigation, giving us an opportunity to gather additional information and respond to the question within the context of the MRC meeting. As cases are completed, summary reports will be made available for all cases reviewed. While we will recommend certain cases (based on agreed business rules) be scheduled for review during MRC, MRC members can also promote other cases to an MRC review status. This increases transparency, engagement, and outcomes that can be achieved through the mortality review process.

Is Anyone Else at Risk? Initiative

[Redacted]

With permission from DDRS, Liberty represented BQIS in presenting our process for conducting risk management and mortality reviews (including Anyone Else at Risk) at three national conferences, including:

- 11th Annual Education Conference of the American Academy of Developmental Medicine and Dentistry, Mesa, AZ;
- National Home and Community Based Services Conference, Arlington, VA; and
- Reinventing Quality Conference, Baltimore, MD.

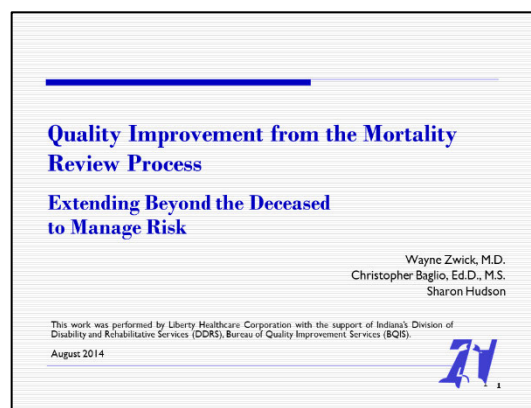


Figure 11

A slide from a Liberty presentation on Quality Improvement from the Mortality Review Process is included as **Figure 11**.

Required Outcome: The Mortality Review and Reporting Review, Assessment, and Recommendations Report is due no later than three (3) months after the start of the contract.

3. Task 2. Implementation

a. For all recommendations accepted by DHHS from the Mortality Reporting and Review, the Contractor shall conduct a readiness review and develop and execute an implementation plan, including but not limited to:

- i.** Development of New Tools and/or Refinement of Existing Tools;
- ii.** Training for staff and providers;
- iii.** Development of a manual for the new program (Chapter for HCBS Quality Assurance and Improvement Manual);
- iv.** Support DD-DHHS in Change Management Communications for providers and DHHS staff, including service coordinators;
- v.** Assist in development of policy, procedures and guidance;
- vi.** Provide recommendations for the development of process to ensure access to death certificates, Emergency Medical Services (EMS) records, medical examiner records and autopsy reports, and medical and hospital records; and,
- vii.** Launch new process.

Describe bidder's approach to meet the above requirements.

Bidder response:

 **Meets or Exceeds Requirement**

Readiness Review: As part of our responsibilities for implementing and managing mortality reviews for DHHS, we will submit recommendations for systems improvements relative to the policies, practices, and performance. If a given recommendation(s) is accepted by DHHS, Liberty will outline a process to implement these changes and include a process for conducting a readiness review in advance of implementation. Thus, depending on the recommendation, the remediation plan may entail (i) the revision or development of quality tools, and/or (ii) a targeted training for staff and providers, and/or (iii) the creation of an operational manual, and/or any of the actions presented in the list above.

Liberty will collaborate with DHHS-DDD on completion of the readiness review, demonstrating completion of all necessary tasks identified for the implementation of the mortality review process and practices. These steps will be built into an implementation plan that outlines deliverables and timeframes for the successful rollout of the new process that will be managed by Liberty. Below is a sample workplan (**Table 28**) associated with preparation, development, and implementation of the mortality reporting and reviews.

Monthly Program Report: As we proceed to implement approved recommendations associated with the mortality reporting and reviews, we will prepare monthly program reports on the status of the implementation, with attachments – including updated or new tools, training agenda, and other important products.

Sample of Liberty’s Success

Placeholder for content under the section 'Sample of Liberty’s Success', consisting of multiple horizontal lines for text entry.

Required Outcome: Monthly program report on status of implementation, with attachments including any tools developed, training agendas, etc.

- b. All tools; training materials and execution; the manual; model communications for providers and DHHS staff, including service coordinators; recommendations on policy, procedure, and guidance; recommendations on record collection; and the process going live are due no later than six (6) months after the start of the contract. Describe bidder's approach to meet the above requirements.

Bidder response:

 **Meets or Exceeds Requirement**

Provision of Tools, Training, Manual and Model Communications

With the assistance of our team's Quality Improvement Manager, Liberty will follow the approved plan for implementing all aspects of the mortality review process. This will include all tools; training materials and execution; the manual; model communications for providers and DHHS staff, including service coordinators; recommendations on policy, procedure, and guidance; recommendations on record collection; and the process going live are completed and measured ready no later than six (6) months after the start of the contract.

4. Task 3 Operation of the Mortality Review and Reporting Process

- a. The Contractor shall maintain ongoing operation of the mortality review and reporting process, including but not limited to the following elements:
- i. Receive mortality reports;
 - ii. Triage/preliminary investigation of all deaths to determine whether the death was unusual, suspicious, sudden and unexpected, or apparently preventable, including all deaths alleged or suspected to be associated with neglect, abuse, or criminal acts;
 - iii. Clinical safety checks, as needed, based upon initial review of death reports to ensure the health and safety, as well as recommendations for corrective action, if needed, and follow-through to ensure implementation;
 - iv. Collecting all required materials for the mortality review;
 - v. Identification of cause of death;
 - vi. Identification of circumstances surrounding and contributing to the death – immediate and up to twelve (12) months;
 - vii. Investigation of, in the first year, all deaths of participants receiving Medicaid HCBS waiver services, or services from BSDC, the State operated ICF/DDs. In the annual report, the Contractor will make recommendations to DHHS-DDD whether all deaths should continue to be reviewed in subsequent years, and if so, whether a tiered system regarding types of review ought to be put into place. This shall be a comprehensive death review, including the review of relevant records and documents associated with the death including provider and service coordinator documentation (PCP, notes), incident reports (6 – 12 months prior), death certificate, autopsy, medical examiner report, EMS reports, medical records (6 – 12 months prior), and any other existing death investigations.
 - viii. Produce mortality review report and recommendations for corrective action by the provider and DHHS-DDD to minimize the reoccurrence of the immediate factors contributing to the death;
 - ix. Develop and facilitate a Mortality Review Committee (MRC), chaired by the DHHS-DDD designee, to receive, review, and analyze reports and make recommendations for corrective action at the individual report level. The MRC shall review deaths identified as being unexpected, sudden and unusual or unnatural, caused by suspicious circumstances, associated with suspected or alleged provider misconduct or abuse or neglect, or any combination of these;

and may review other deaths. Part of implementation includes recommendations for policies and procedures, including committee composition. Ongoing, this will include developing the meeting agenda, meeting materials, and recording meeting minutes;

- x.** Distribution of DHHS-DDD accepted recommendations and tracking of status of corrective action implementation, including timeliness;
- xi.** Monitoring to ensure timely implementation of corrective actions per the HCBS waivers and NAC regulations;
- xii.** Evaluation to determine whether corrective actions were effective;
- xiii.** Make recommendations to the DHHS-DDD Quality Administrator for corrective actions or sanctions, where there is data supporting non-compliance with the mortality reporting and review process, including but not limited to timely, complete and accurate reporting and timely implementation of corrective actions;
- xiv.** Aggregate, analyze and report on data for trends in deaths that warrant systemic responses to reduce avoidable risks of death and other adverse outcomes;
- xv.** Annually, evaluate tools to determine content validity and internal consistency and refine where appropriate;
- xvi.** Training and technical assistance for providers individually, based upon findings of mortality review;
- xvii.** Develop quarterly web-based training and transmittals for the provider network, based upon data trending. DHHS-DDD retains ownership of all training materials produced at the end of the contract with the Contractor and will give appropriate credit for development to the QIO/QIO-like entity; and,
- xviii.** Facilitate at least an annual Quality Assurance Committee (QAC) analysis and review of mortality data to inform process improvement and provide technical assistance for providers to implement preventative and/or curative measures to DD service providers.

Bidder shall provide a plan that includes all of the above elements.

iv. Required Materials

Within three days of the reported incident (Death of Person), requested documentation from the primary provider of record is issued through an e-mail sent to the provider. A collection and review

of documentation of all events, incidents, and occurrences in the individual's life at a minimum of a 30 day period immediately before death (unless otherwise specified), the death of the individual, and in some cases the hospitalization or placement in a hospice setting or nursing facility in which the individual's death occurred. Liberty includes a checklist of requested documentation, which enables our Mortality Review Assistant to identify both the items received and the items that remain outstanding, including, but not limited to:

- Notification of death form
- Current diagnoses
- Most recent physical and medical history
- All medical and behavioral contacts in last six months
- Most recent dietary guidelines and assessments
- Nursing or healthcare assessments
- Protocols
- Risk assessments
- Individual Support Plan
- 60 days of SC notes
- 30 days of T Logs or other daily notes
- One year of GERs (all levels)
- 60 days MAR (more if applicable or needed)
- BSP (if applicable)
- Health care plans/safety plans/protocols (if applicable)
- Providers' list of trainings available to and completed by staff (if applicable)
- Any state or agency investigations (if applicable)
- Copy of death certificate (if available)
- Autopsy, medical examiner or coroner report (if available)
- Physician orders (if available)
- Six months of lab reports and diagnostic studies (if available)
- Hospitalizations/Emergency Department/Emergency Response reports over the last year (including discharge instructions and ancillary department's evaluations if available)
- Staffing schedule with verification (if available)
- Any other documents determined to be important for the review

An example document workflow is included below as **Figure 15**.

v. Identification of Cause of Death

Identification of the cause of death will typically be contained within the death certificate. We will work with the Department to determine the most efficient manner for our team to obtain copies of this document. In some cases, we have received this from the coroner and in others from the Department of Health. We will include a data field within the QIDS to capture receipt of this and include the cause of death within our Mortality Review Summary.

vi. Circumstances Surrounding/Contributing to Cause of Death

We propose to include similar fields and functionality into the QIDS in order to capture this important information and also aggregate and analyze to identify possible opportunities for health and welfare quality initiatives.

A sample temporal analysis is included as **Figure 16** below.

Figure 16: Sample Temporal Analysis

Antecedent Information - Temporal Analysis

Antecedent Information ▾

***Antecedent Date**

Antecedent Time-frame

Antecedents
 Notes

Antecedent Category
 Notes

Events Surrounding Death - Temporal Analysis

Events Surrounding Death ▾

***Event Surrounding Death Date**

Events Surrounding Death Details
 Notes

Timeframe

Events Surrounding Death Category
 Notes

Post Death Events

Post Events ▾

***Post Death Event Date**

Post-events
 Notes

Post-events Timeframe

Post-event Category
 Notes

vii. Investigation of Participant Deaths

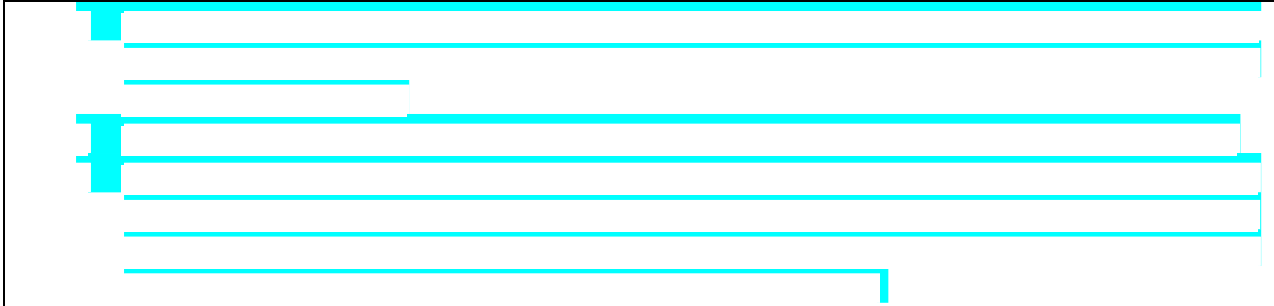
In the first year, Liberty will be prepared to review all deaths of individuals receiving Medicaid HCBS waiver services or services from BSDC. Within our annual report, we will make recommendations to DHHS-DDD whether all deaths should continue to be reviewed in subsequent years, and if so, whether a tiered system regarding types of review out to be put in place.

ix. Develop and Facilitate Mortality Review Committee

The Department has gathered a robust group of professionals to be part of the Mortality Review Committee. During the assessment period, we evaluate the attendance and may make recommendations to rebalance the committee to be more consistent with existing recommendations and best practice. This will likely include a reduction in Nebraska’s clinical staff from the six medical professionals who will attend during any given meeting, particularly given the addition of Liberty professionals as an added resource for DHHS-DDD.

Meeting Agendas: Liberty will develop and provide meeting agendas to the Department for review and approval in advance of being sent to members. We recommend these agendas be sent to members at least two weeks in advance of the meeting to prompt them to log into the QIDS to review cases selected for the meeting if they have not already done so. This will enable the MRC to provide only a brief overview of each case, narrowing in on the questions, issues, and recommendations for the bulk of the discussion.

- _____
■ _____
■ _____
- _____
■ _____
■ _____
- _____



Approved recommendations will then be included within this format within the Mortality Review Summary, which will then be sent to the provider along with a cover letter requesting follow-up. A sample workflow for distributing recommendations and tracking corrective actions is included as **Figure 21** below.

[Redacted text block]

xiii. Recommend Corrective Actions or Sanctions

[Redacted text block]

In these cases, we will refer the case to DHHS-DDD and schedule a time to review the issues and our recommendations, which will enable the Department to make the final determination and issue any necessary sanctions (or refer the case to Medicaid for action).

assurances, we will also be able to generate the necessary reports for inclusion in the Department’s 372 and Evidenced-Based Report (EBR) to CMS.

xv. Evaluate Tools

At least annually, Liberty will evaluate all tools (including those used as part of the mortality review process) to determine content validity and internal consistency and refine where appropriate. Based on the results, we will propose changes to the instruments or supplemental guides in order to improve their psychometric properties and the integrity of the data we collect through their use.

Content validity will be assessed repeatedly, particularly during the first year of the program. While we will collaborate to design instruments around a framework intended to define the entire content we are to measure, we expect to come across areas that require additional exploration during initial reviews. In these cases, we will highlight this information for inclusion within our tools (e.g., checklists and instruments). In addition, we will analyze the questions posted by the MRC members to determine if additional data should be collected and included within the Mortality Review Summary.

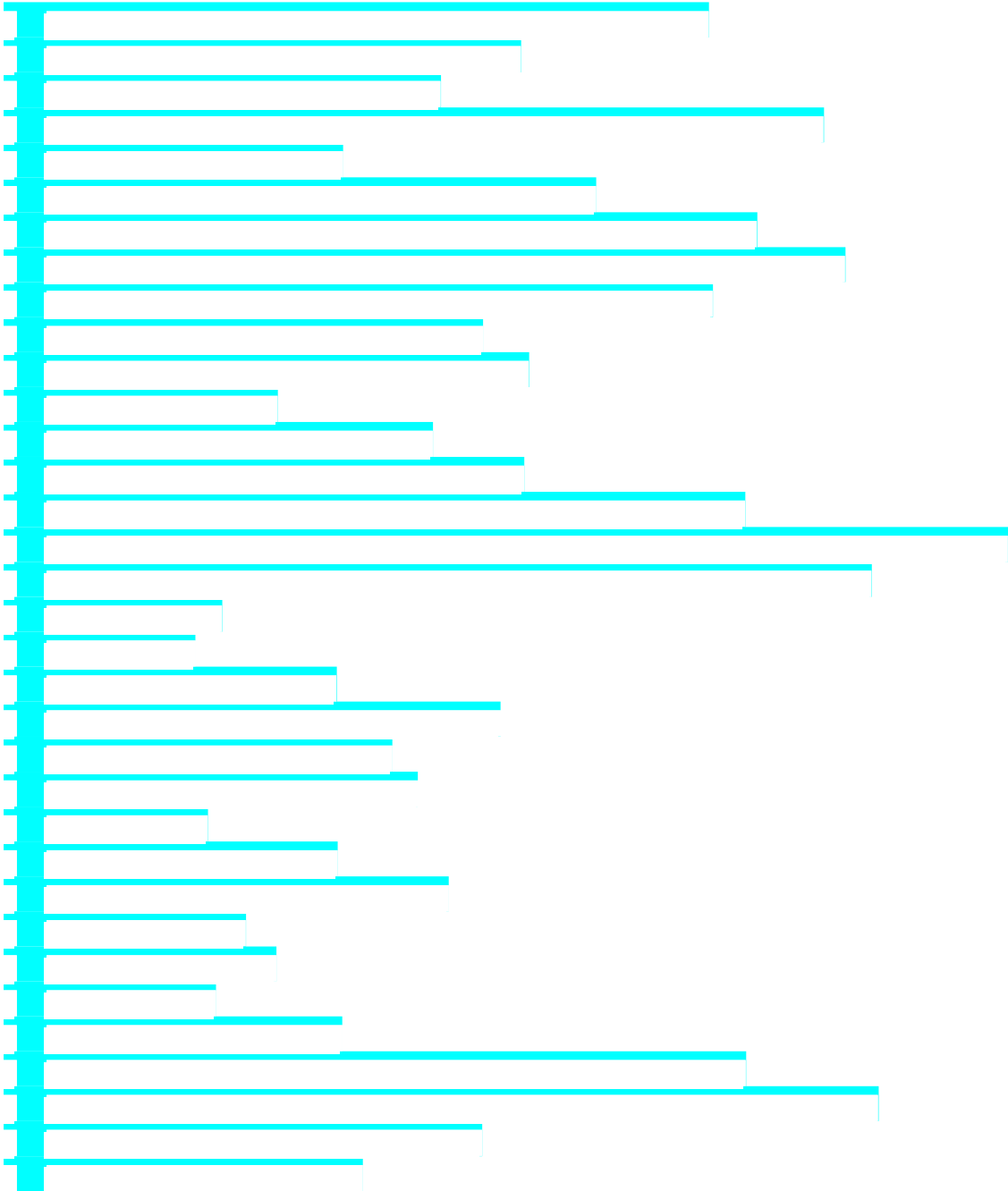
As a measure of reliability, internal consistency will be examined after we have captured an adequate amount of data, which will enable us to perform item analyses within the instruments. This will also help identify particular items that are not used or unclear and thereby reduce consistent application across cases (i.e., inter-rater reliability). As we gather larger amounts of data, we can perform more advanced assessments of the internal consistency of our instruments, such as factor analyses which will identify relatedness between items.

xvi. Training and Technical Assistance

Liberty has experience working closely with multiple state customers to discuss, plan, execute, and evaluate systematic plans for delivering technical assistance, training, education, and resources for providers, consumers, and other stakeholders across a broad service delivery system. We have well-developed capacities for organizing and delivering technical assistance and training, and can propose many good ideas that can be practically applied, but success will require close collaboration with the Department and providers to (1) prioritize the areas that should be targeted first and (2) maximize the impact of the initiatives by reaching the most providers with the most optimal delivery of trainings and resources.

Through collection of mortality review data within the QIDS, we will aggregate data on issues discovered – providing us the opportunity to identify areas that warrant training of all providers. Some additional topics that we have developed and provided technical assistance and training on as a result of our mortality reviews include:

Quality Improvement from the Mortality Review Process
Extending Beyond the Deceased to Manage Risk




xvii. Quarterly Web-Based Training and Transmittals

Liberty has prior experience and ongoing responsibility for the development of web-based training for a number of contracts. We will leverage this experience to develop quarterly web-based training and transmittals for the provider network, based upon results from our tracking and trending. Liberty understands that DHHS-DDD will retain ownership of all training materials produced at the end of the contract. We provide some examples from existing programs.

Required Outcome: The new Mortality Review and Reporting process shall be in place no later than six (6) months after contract start date.


- b. Once the process has been implemented and management services are in place, the Contractor shall provide the following reports on an ongoing basis: (1) monthly mortality investigation report and recommendations due fifteen (15) calendar days following the last day of the month. Describe how the bidder meets or exceeds requirement.

Bidder Response: 

Once the mortality process has been implemented and management services are in place, Liberty will provide monthly investigation reports and recommendations no later than 15 calendar days following the last day of the months. Liberty has successfully delivered similar monthly reports to other state customers in support of greater transparency and accountability.


Liberty will exceed the requirement of providing completed monthly investigation reports and recommendations to the Department and MRC members by generating and distributing these reports at the time of completion. By delivering the mortality reports as soon as they are completed (rather than waiting to the end of the month for internal circulation among the committee members and DHHS-DDD), we can gain more immediate feedback and be prepared for discussion during the Mortality Review Committee meetings. In this way, we can include recommendations in the report **in advance of** the notification being sent to a given provider for corrective action and/or other designated recipients.

- c. Two (2) monthly program reports with attachments such as: training materials and meeting agendas due fifteen (15) calendar days following the last day of the month. Describe how the bidder meets or exceeds this requirement.

Bidder Response: 

Once the mortality process has been implemented and management services are in place, Liberty will provide monthly program reports with attachments, such as training materials and meeting agendas, no later than 15 calendar days following the last day of each month. Liberty has successfully delivered similar monthly reports to other state customers. As noted above, we will exceed this requirement by submitting mortality reports as soon as they are completed, rather than waiting for the end of the reporting period, thus enabling us to take advantage of more timely information about potential risk.


- d. Three (3) quarterly data reports including aggregation, trends, and recommendations, including on performance measures on waiver basic assurances related to mortality review and reporting due fifteen (15) calendar days following the last day of the quarter. Describe how the bidder meets or exceeds this requirement.

Bidder Response: 

Liberty has experience developing comprehensive quarterly reports that integrate and present information across multiple quality metrics, including mortality data. Within 15 calendar days

following the last day of the quarter, our team will submit a quarterly report that includes aggregation, trends, and recommendations to DHHS-DDD. This will include performance measures on waiver basic assurances related to mortality reviews.

- e. Four (4) annual mortality report including number, types, cause of death, demographics of participants in the aggregate and with trending due fifteen (15) calendar days following the last day of the year. For the first year, the annual report shall also include recommendations regarding whether all deaths should continue to be investigated, and if so, whether there is a tiered system that should be put into place (for example, how far to go back into the records, whether on-site investigation is required, etc.). Describe how the bidder meets or exceeds this requirement.

Bidder Response:  **Meets or Exceeds Requirement**

Liberty will generate an annual report of mortality information to include the number, types, causes of death, demographics of participants in the aggregate and with trending within 15 calendar days of the last day of the year. Based on the results from the initial year and discussion with the Department, Liberty will also provide a recommendation for whether all deaths should continue to be investigated, and if so, whether there is a tiered system that should be put into place. We have recommended tiered systems in other states, which has guided the allocation of more resources to the investigation and review of cases that are of greatest concern (e.g., unexpected, unusual, unobserved, associated with multiple incidents, suggestion of preventability).

- f. The Contractor shall also have the capability to produce ad hoc reports no later than seven (7) calendar days after the request.

F. CRITICAL INCIDENT MANAGEMENT PROCESSES (CIMP)

The second priority of the QMS assessment is a review of the existing HCBS DHHS-DDD CIMP to develop and implement reliable incident management and investigation processes, and audit protocols that ensure compliance with reporting, review, and response requirements.

- 1. The process shall enable DHHS at a minimum, but not limited to:
 - a. Provide immediate and effective responses to serious incidents to protect the involved participant's safety and well-being and to mitigate reoccurrence;
 - b. Triage and escalate serious incidents as needed to protect health and safety;
 - c. Ensure that the facts and circumstances of serious incidents are reviewed quickly and effectively and, as warranted, investigate;
 - d. Ensure that recommendations for corrective actions associated with serious incidents are timely and effectively implemented per the HCBS waivers and NAC regulations;
 - e. Ensure that trends and patterns regarding serious incidents are identified and addressed through timely implementation of effective corrective actions;

- f. Ensure that appropriate governmental entities, provider and support coordination agencies receive timely notification of serious incidents;
- g. Ensure public reporting regarding the overall safety and well-being of participants who receive supports through Medicaid HCBS waivers;
- h. Utilize processes that assess for timely and appropriate incident reporting, investigation, and response and for implementation of timely and appropriate corrective actions to minimize reoccurrence;
- i. Use assessments to determine if public agencies and providers are undertaking systemic reviews to identify and appropriately address incident trends or patterns; and,
- j. Ensure that implemented corrective actions are effective in preventing or reducing the occurrence of serious incidents.

2. Task 1. Assessment

- a. As an activity of the assessment of the QMS, conduct a comprehensive assessment of the current state of the HCBS CIMP. This assessment shall include a systematic infrastructure analysis of current state, including review of data availability, data collection tools, processes, information systems, and existing metrics. Describe how the bidder meets or exceeds this requirement.

Bidder Response:

 **Meets or Exceeds Requirement**

Liberty can apply our knowledge and experience in developing and managing a system for reviewing, closing, and analyzing critical incident reports for the DHHS-DDD. This will include an examination of the information system and processes used to manage reportable incidents (as part of the quality enhancement efforts described above), as well as a collaborative effort to further design and manage the critical incident management program for Nebraska. An example CIMP workplan is included below as **Table 32**.

Intended Outcomes of Incident Management and Investigation (from Joint Report)

The following list of intended outcomes for incident management and investigation are taken from the *Joint Report: Ensuring Beneficiary Health and Safety in Group Homes Through State Implementation of Comprehensive Compliance Oversight*. Liberty has incorporated these “best practices” goals into our proposed approach to incident management in multiple ways.

- A. To ensure responses to serious incidents in community-based service systems that timely and effectively resolve the immediate event/situation (i.e., protecting the safety and well-being of the individuals involved and preventing a reoccurrence);
- B. To ensure that the facts and circumstances of serious incidents are timely and effectively reviewed and investigated as required;
- C. To ensure that trends and patterns regarding serious incidents are identified and addressed with appropriate recommendations for corrective actions (including but not limited to additional provider and staff training focused on both quality assurance and improvement, necessary changes and reforms to specific protocols in service delivery, and enhancements to standard operating policies);
- D. To ensure that recommendations for corrective actions associated with serious incidents are timely and effectively implemented;
- E. To ensure that implemented corrective actions are effective in preventing or reducing the occurrence of serious incidents;
- F. To ensure that Government officials (federal and state), provider and support coordination agencies, and designated protection and advocacy entities receive timely and effective notification of serious incidents; and
- G. To ensure public reporting related to the overall safety and well-being of individuals supported by community-based service systems and support for the quality assurance of community-living options for individuals.

- b. Produce a report that includes a detailed narrative, current state process map(s), identification of existing strengths and weaknesses, and assessment of current state compared to CMS compliance requirements and best and promising practices. It shall include process maps for the current state of the CIMP. Describe how the bidder meets or exceeds this requirement.

Bidder Response:

 **Meets or Exceeds Requirement**

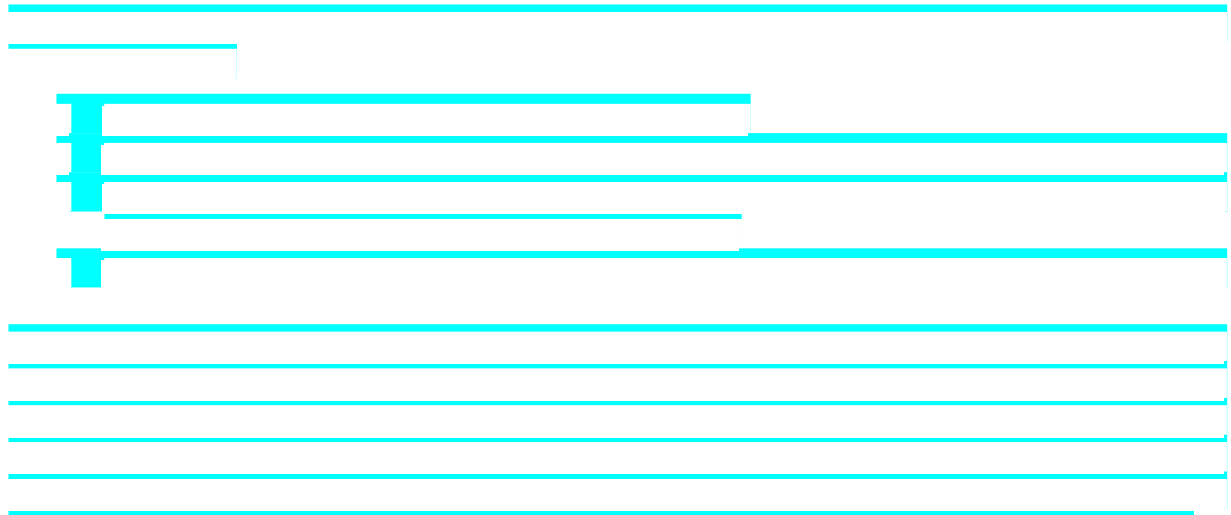
Liberty will produce a detailed summary report that includes current state process maps for the CIMP, identifies existing strengths and weaknesses, and assesses the status of current state compliance with CMS requirements and best and promising practices. Based on our assessment, we will identify areas where the state is performing in line with best practices, areas where it is meeting current regulations (and not aligned with best practices), and areas where it is not meeting either. This information will be applied to report gaps and identify areas for targeted improvement. General steps to be taken during the initial assessment stage include:



Early identification of deficiencies during Liberty’s systemic assessment enables the Department to take immediate action to remediate issues.

The Utility of Process Maps

We propose to develop process maps for each area we are responsible for assessing. This helps us capture and confirm the Department’s current process as described in its various policies and procedures. As we perform our assessment, Liberty will interview staff and perform observations to determine the actual practices. By using the process maps, it will help Liberty and the DHHS-DDD’s Quality Team to identify those areas where practices are either inconsistent or do not match the published process.



Our assessment report and accompanying process maps will be provided to the Department no later than six months after the contract start date.

Required Outcome: The Assessment Report with accompanying process maps is due no later than six (6) months after contract start date.


- 3. **Task 2. Design: Comprehensive Roadmap for Enhancements**
 - a. Develop a comprehensive roadmap for enhancements to the existing CIMP, including identification of best practices in Critical Incident Management, based upon recommendations from OIG, CMS, and other state QMS’s. Include recommendations for how to improve the current process to achieve full compliance with CMS requirements with respect to reporting and notification, incident review, incident investigation, CAPs and implementation, and quality monitoring and trend analysis. Include recommendations for working with both agency and independent providers, and how the QIO/QIO-like entity


would achieve efficiencies with the independent provider population, for example, using web-based training models.

The report shall include a narrative with discussion of data collection tools, processes, metrics, including existing system gaps, and recommendations on how to improve the current state around what should stay the same, what should be refined, what should be replaced, to achieve best practices. It shall include process maps to demonstrate recommended changes from current state as well as the proposed future state.

Describe approach to developing comprehensive roadmaps for enhancements to existing CIMP for other programs.

Bidder Response:

 **Meets or Exceeds Requirement**



STAKEHOLDER ENGAGEMENT

Liberty proposes a Collaborative Workgroup of key stakeholders (e.g. providers, individuals, and families) as a way to obtain input and build consensus around program design.

Liberty proposes to implement a Collaborative Workgroup that includes key stakeholders (e.g., providers, individuals and their families) and suggests this group provide the mechanism to obtain input and collaboration into the design from both agency and independent providers.

Liberty will submit our Design Report and accompanying process maps to the department no later than eight months after the start of the contract.

Required Outcome: The Design Report with accompanying process maps is due no later than eight (8) months after start of the contract.

- 4. **Task 3. Development: Blueprint for Implementation of Accepted Recommendations**
 - a. Develop a blueprint for implementation of DHHS accepted recommendations from the Design Report. This shall include a narrative with specifics about how the Contractor would implement the recommendations to achieve full compliance with CMS requirements with respect to reporting and notification, incident review, incident investigation, CAPs and implementation, and quality monitoring and trend analysis. The report shall include the proposed process for design of quality reviews and roles for the Contractor and State staff including but not limited to:

Describe bidder’s approach to development or refinement of existing tools;

Bidder Response:

 **Meets or Exceeds Requirement**

Liberty will develop a blueprint for redesigning the Department's Critical Incident Management Program based on the accepted recommendations from the Design Report. We propose to develop this as a formal report that, once reviewed and approved by the Department, could be published for public feedback. As described earlier in this section, by focusing on the areas outlined within the Joint Report (Appendix A: Model Practices for State Incident Management and Investigations), this process will provide a path forward for the Department to achieve a best in class Critical Incident Management Program.

Development and Refinement of Existing Tools

Liberty has crafted many different quality measures and audit tools in conjunction with multiple agencies. We have developed customized audit tools for conducting onsite reviews of virtually every type of I/DD service. We know how to identify and shape quality indicators to align with the CMS Quality Framework, individual state regulations, state Medicaid program requirements, person-centered values, and the philosophy of other nationally established survey tools. In support of DHHS-DDD requirements around HCBS monitoring, we will confirm that tools utilized to conduct reviews are consistent with regulations, including the assurances the Department makes within their waiver applications, as well as best practices.

WAIVER POPULATIONS

Liberty has developed customized quality measures and audit tools for virtually every type of Medicaid waiver service.

We have provided some examples of tools (**Tables 34 and 35**) we have developed and use in similar programs for the consistent application of review standards.

Other Sample Instruments and Tools

As noted, Liberty has a robust library of existing tools that we plan to share with the Department. Based on the assessment results, we may propose to use or modify these tools for their use in Nebraska. Some additional instruments and tools include, but are not limited to:

[Redacted content]

- b. Describe bidder’s approach to determining recommendations for use of real-time claims data and historical claims data;

Bidder Response:

 **Meets or Exceeds Requirement**

OIG performed a review of federal waiver and state requirements for reporting and monitoring critical incidents involving Medicaid beneficiaries with developmental disabilities residing in group homes at selected state agencies (Connecticut, Massachusetts, New York, and Maine) using Medicaid claims data over a three-year period. As a result of their audit, they found cases where claim data documented a critical incident that was not reported or captured within these state’s incident reporting system.

During our assessment, Liberty will work to discover what data is currently available – including claims data. Since this data will likely be captured within a system outside the one used for reporting by providers (i.e., Therap), we propose to integrate this data into our QIDS to facilitate integrated analytics of alignment between these two sources as they pertain to critical incidents.

We expect claim data to include data specific to emergency services, emergency room visits, hospitalizations and some injuries. As a result, it provides an opportunity to look at the concurrent criterion related validity of the provider’s incident reporting system as a reflection of their practices.

During the actual review of incidents reported, we propose to have our Incident Review Specialists review 12 months of historical incident and claims data as reflected within this section of our map, presented as **Figure 26** below.

c. Describe bidder's approach to development of metrics and performance standards;

Bidder Response:

 **Meets or Exceeds Requirement**


Liberty will examine current metrics specific to incident reporting to determine alignment with those required for reporting to CMS (i.e., Health and Welfare Assurances and Sub-Assurances), those included within the Department's Guidance Document on Incident Reporting as approved by DDD, as well as those determined important to the Department and its stakeholders. We will interview key individuals to determine the importance of existing metrics and other information that should be collected.

Based on the information we gather, we will then recommend modifications to the metrics and collection tools and processes to align practices with those recommended by the Joint Report and GAO. Some particular metrics to be examined include, but are not limited to:

- _____
- _____
- _____
- _____
- _____
- _____
- _____
- _____
- _____
- _____


Additional metrics will be used as part of our tracking and trending, analytics, and reporting.

- d. Describe bidder’s approach to the formulation and Role of an Incident Management Committee;

Bidder Response:  **Meets or Exceeds Requirement**

Our local team will collaborate with DHHS-DDD in the development of protocols to implement and facilitate an Incident Management Committee (IMC), with members appointed by the Department, that will meet monthly (if approved by the Department) to accomplish all outlined charter objectives, including collaborating with adult protective services, protection and advocacy entities, and other partners. Data will be reviewed with analytics being presented to the committee in order to discuss results and determine if select actions should be taken. These could include initiation of a project improvement plan (PIP) where the providers will be required to take certain actions as Liberty will capture outcome data for determination of impact, quality initiatives which could be voluntary actions taken by the providers to reduce risks.

- e. Describe bidder’s approach to remediation with Providers;

Bidder Response:  **Meets or Exceeds Requirement**





Liberty proposes to engage providers in remediation at both the individual and aggregate level.

Individual Level Remediation

At the individual level, each incident will be reviewed according to the best practice model developed in collaboration with the Department. An example of remediation checklist questions is included as **Figure 27**. This will include any remediation identified as a result of a HCBS investigation (triggered through a process where an incident meets a specific criterion and is elevated). This is identified within the section of the process map below (**Figure 28**), which we propose to initiate within 48 hours of the incident being escalated. This will typically be the result of having a pattern of incidents or provider actions that are determined to either be not implemented or ineffective without being changed. Determination of this will include review of both historical incident and claim data. If issues are identified during the investigations, we will then perform the following:

- Issue a findings report with issues identified and minimum corrective action clearly communicated to the provider along with a due date.
- We will then track receipt of evidence that the corrective actions were implemented, keeping the incident open within the QIDS until this occurs.
- If we don’t receive evidence of implementation or are unable to verify implementation, the case will be referred to DHHS-DDD for review and possible sanctions.

Figure 27: Remediation Questions


-  The provider has taken adequate measures to secure the individual's immediate safety
-  The provider has investigated the reported incident
-  The provider has taken sufficient actions to remedy the situation
-  The provider has implemented appropriate preventative measures

The second mechanism for seeking remediation from Providers at this level occurs when the review of the incident results in identification of missing data or actions that should have taken place in order to reduce the risk of recurrence. For example, if an individual falls and receives an injury due to loose gravel on their driveway – we will expect the providers actions to include what steps they took to eliminate the gravel, including where the gravel came from, how it can be prevented in the future, and what steps they will take if it shows up again.

A sample follow up process is included in the process map section (**Figure 29**) below.

***Note:** We will perform a comprehensive assessment of incidents by provider early in the contract as part of our efforts to assess the Department’s current Quality Management System.*

- f. Describe bidder’s approach to data trending, analytics, and providing recommendations for system change;

Bidder Response:  **Meets or Exceeds Requirement**

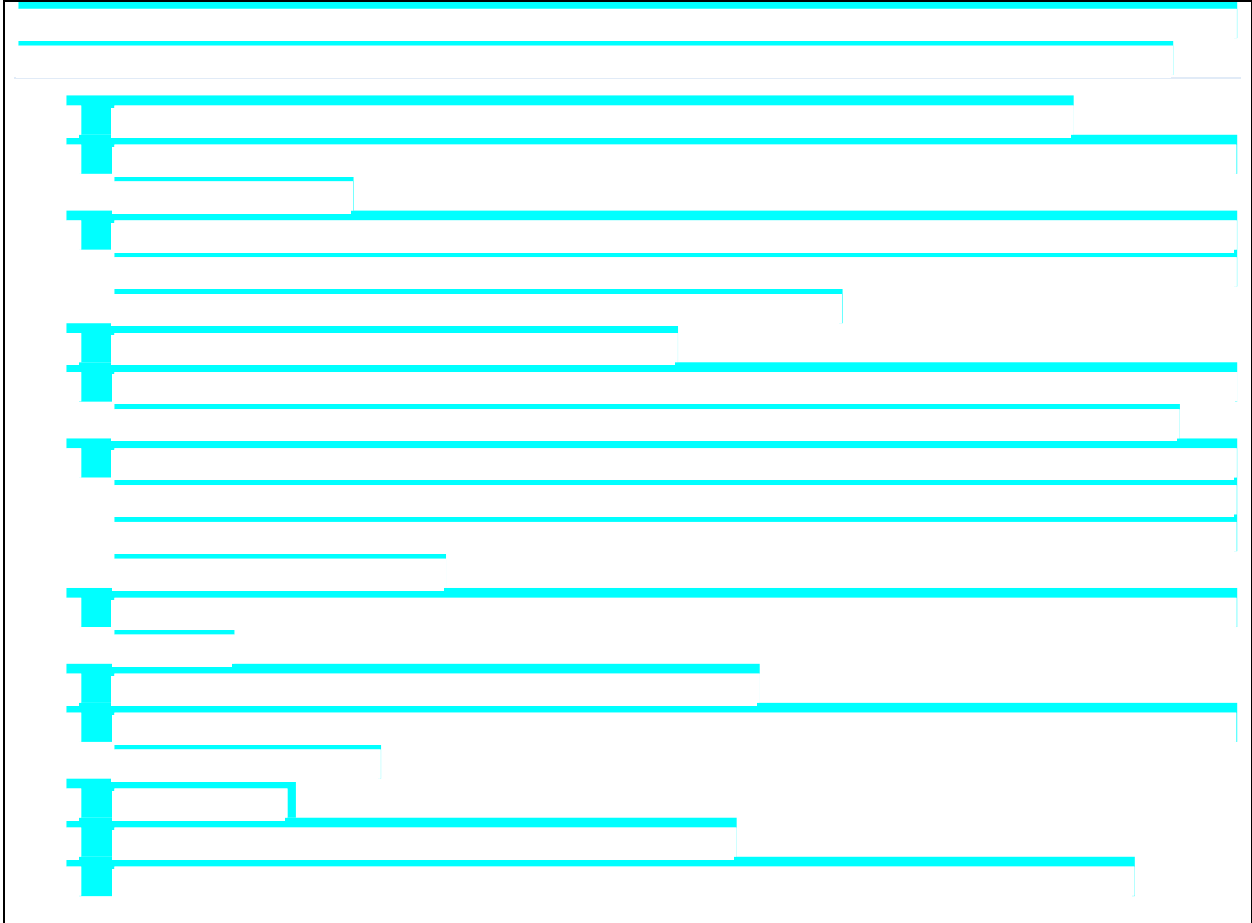
To facilitate tracking and trending across multiple areas, we will (1) capture all information from our incident reviews within the QIDS and (2) obtain and combine data from other sources (i.e., Therap and other information systems). This will optimize the scope of data used to perform systemwide analytics, which will yield a more accurate and meaningful picture of overall performance.

This process was also used to identify redundancies and inconsistencies in data across system sources, enabling us to streamline data collection by establishing the primary source location, resulting in both efficiencies and reduced error. Liberty’s will provide a Solution Delivery Manager to manage the design and implementation of the QIDS, assuring alignment with the blueprint and to provide enhanced opportunities for cross system analytics by our data analysis team.

Following the gap analysis, we are likely to provide strong recommendations about information systems and managing the flow of information between them. These recommendations may be in the direction of enhancements to current state systems or adding additional modules to the QIDS.

We propose to generate monthly analytic reports across activities, enabling us to capture and present patterns and trends to the Department. This will also facilitate the establishment of baseline data for key performance metrics tied to the Department’s Quality Management System (QMS). As such, the effect of system changes can be measured – providing an objective and tangible measure of impact.

As we identify patterns and trends, we will make recommendations for system change to the Incident Management Committee (IMS), where we expect representation from DHHS-DDD will facilitate review and approval of recommendations to be provided to Department leadership for consideration.



g. Describe bidder's approach to education and outreach;

Bidder Response:

Meets or Exceeds Requirement

With over 33 years of experience working with individuals with I/DD and those who support them, Liberty has established strong relationships with thought leaders and stakeholders throughout the country, including leadership at NASDDDS, ADvancing States (i.e., NASUAD), NAMD, and many advocacy organizations. We will tap into national academic leadership at the Leadership Institute, UCEDDs in Pennsylvania, Indiana, and Nebraska. We have reached out to multiple stakeholders in Nebraska to seek input on our current plans to support DHHS and to build a formal and informal network of informed and involved people and organizations, including:

- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]

Liberty will develop and offer education, training, and outreach on incident reporting for participants who receive services, their families, service coordinators, providers, and other key stakeholders.

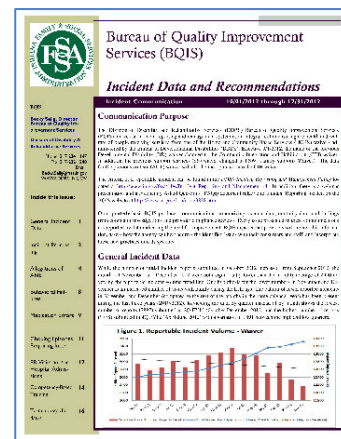
Education

In collaboration with DHHS-DDD, we will create a variety of informational materials that can be mailed and emailed to recipients (e.g., providers, agencies, service coordinators), such as brochures, information sheets, flyers, risk reduction checklists, frequently asked questions, consumer rights, common behavioral health issues, information about the incident reporting process and its importance.

Liberty will submit proposed educational materials to the Department for its review and approval in advance of release to the public and will incorporate recommended content changes or revisions. Moreover, we will promptly update such information to reflect significant changes in the rules, policies or procedures governing or impacting upon the Department’s Critical Incident Management Processes (CIMP).

One method of education and outreach that we have used is to create **public newsletters** for disseminating the results of our analysis of aggregate risk management data to providers and stakeholders, along with recommendations to improve practices. A newsletter sample is included as **Figure 30**. In addition to the required reports, we will use the aggregate data in the QIDS to further analyze and discover patterns of critical incidents over time and can perform additional ad hoc reporting using our SAS Visual Analytics. These reports could be generated at the provider level in cases where there appears a particular pattern or trend, at the regional level, or statewide for review by DDD and distribution, if desired.

Figure 30: Sample Newsletter



- h. Describe bidder’s approach to training and technical assistance to state staff and providers;

Bidder Response:

Meets or Exceeds Requirement

Liberty’s incident review team will be expected to have good lines of communication with agency and individual providers, case managers, and DHHS-DDD staff. We will respond promptly and effectively to questions and requests for information from providers and stakeholders regarding incident reports and sentinel events or any issues of importance or concern. Our experience has shown the value of extending help to various stakeholders to facilitate effective communication and coordination regarding sentinel events and incident reports. We actively encourage providers to call and e-mail our incident review team to ask whether a given event is reportable and to obtain suggestions on how to remediate problem

situations. This approach can help community providers and members of the Department’s Quality Team to determine when individuals may at risk. Some examples of strategies that we can use in Nebraska include:

- Providing incident reporting/management training to DHHS-DDD surveyors, who have responsibility for ensuring health and safety for people in SGL homes and LP-ICF facilities.
- Collaborate with DDD’s Quality Team to identify specific providers for training on incident reporting and management.
- Forward all e-mails to DHHS regarding sentinel events and deaths for people in supported group living (SGL) homes, large-private intermediate care facilities (LP-ICF) facilities, and nursing homes (regardless of whether the incident was sentinel or not) for a two-week period for each specific provider.
- Provide targeted training to personnel at district provider meetings and through webinars.
- With DDD approval, share trending and analysis of incident data k with other stakeholders, such as the Quality Assurance Committee (QAC), DHHS, and DDD.
- Create and share user-friendly “training grid” to help providers to better organize and track their internal staff training activities.
- Provide data to the DHHS on relocations, reports of fire, allegations involving home health agency staff, and other risk events such as demographic information, date and time of the incident, assigned coding, narrative submitted, questions asked during processing the incident report, and any follow-up reports submitted – particularly those that cross programs.
- Work diligently with specific providers who have high rates of outstanding incidents to help them to improve systems contributing to those incidents.

We will also maintain a training library with material developed for this project, as well as training resources developed in our other related programs, which will increase ready access to material that can be used to build capacity among providers.

- i. Describe any other accepted recommendations provided to other programs that have proved very successful for the program.

Bidder Response:

 **Meets or Exceeds Requirement**

Liberty has proven expertise in converting data to actionable information. This requires both sophisticated analytics and knowledgeable staff who are able to interpret the results. Within this section, we provide three examples where our accepted recommendations led to success in one of our similar quality services contracts.



Required Outcome: The Development Blueprint Report is due no later than nine (9) months after contract start date.

5. Task 4. Implementation: Putting the Blueprint into Action

For all recommendations accepted by DHHS from the Critical Incident Development Blueprint Report, the Contractor shall conduct a readiness review and develop and execute an implementation plan, including but not limited to:

- a. Describe bidder's approach to implementing New Tools and/ or Refinement of Existing Tools;

Bidder Response:

 **Meets or Exceeds Requirement**

During our assessment of the Department's existing incident management tools, we believe we will find some that already align with best practices. However, we also anticipate needing to update some instruments in response to adjustments that we will make through our design, development, and implementation of the Critical Incident Management Program. In these cases, we will work to retain all relevant fields which can then be used for trending to determine the impact the changes we make with the Department have on incident occurrence and their reporting.

We may also identify key areas, such as investigations, which may require new tools be developed. In these cases, we will again start with a framework, outlined those components that we need to make sure we cover and then build in individual Indicators which can be used to objectively determine both compliance and quality. Through including reference to regulations,

established instruments that can be completed by qualified and trained staff. Going beyond the face validity of a tool (i.e., does the tool appear to measure what it is intended to measure?), Liberty will draw upon our internal measurement experts, such as Dr. Christopher Baglio, to first establish the **content validity** of each of our instruments. Content validity is a measure of the degree to which the instrument items measure the entire content of the domain being assessed. For example, our HCBS Investigation instrument will be developed to capture the results from all of the regulatory requirements specific to health and welfare.

Pilot Testing of Instruments: Given our collaborative approach, Liberty will actively and continually incorporate the feedback of the DDD, our subject matter experts (SMEs), advocates, and other stakeholders during the development phase into the review tools and processes. Our Quality Improvement Manager and Incident and Mortality Review Manager will spearhead the pilot testing of the incident instruments and the processes for validity, reliability, and practical operational efficiency. We will strengthen the **internal consistency** of the instruments by conducting an item analysis to determine if any items or areas are unclear, redundant, weak, or out of place.

Based on the results, we will make revisions and improvements to the tools and procedures (with submissions to DDD for review and approval). In this endeavor, Liberty will have the advantage of beginning with a great number of indicators and measures that we have already field-tested and used reliably for similar projects, which will simplify and accelerate the development of the final review tools for Nebraska.



Sample of Liberty’s Success

As a practical example of our approach to designing, developing, and implementing new instruments, we provide a sample workplan for implementation of a new Quality On-Site Provider Review (QOPR) tool for one of our state customers, included as **Table 41** below.

b. Describe bidder's approach to implementing training for staff and providers;

Bidder Response:

 **Meets or Exceeds Requirement**

Once developed, Liberty will provide training to staff (Liberty and DHHS-DDD) and providers (both agencies and individuals) on the new features associated with incident reporting and management. We will deliver this training through webinars to increase our capacity to reach personnel and providers in every part of Nebraska. This modality has the added advantage of being easy to tape-record for future training purposes, helping to both standardize the training information/content and deliver efficient training to new staff. Some features of our approach to training these groups are presented below.

Training for Liberty and DHHS-DDD Staff: Develop diverse training tools to facilitate transfer of knowledge in a manner that will support implementation integrity. This will likely include a series of in-person training sessions and workshops followed by infield modeling and training.

[Redacted content]

For a sample staff training curriculum, please see Section D.1. (Train-the-Trainer Curriculum and Program).

Training for Providers: Liberty will conduct a series of training sessions with community providers that can be delivered through both regional in-person training sessions and webinars that could be posted through the Department’s website (or one we host if there is a desire to add one to the program). A sample training slide is included as **Figure 32** below.

The training will focus on the following primary areas:

- Orientation: Training will orient providers to updated instruments and processes so that they become an active participant in the CIMP process. This orientation will also include regulatory requirements such as timeframe for reporting, components of a comprehensive investigations, and reducing risk.
- Continuous quality improvement: Following completion of assessments/reviews/audits, we will analyze the results and determine areas and performance standards that are most frequently unmet. This information will then be used to develop training initiatives for providers that target these areas. This approach transcends a narrow focus on individual assessments/reviews/audits and corrective actions to enable a broader evaluation of service systems and ideas for systemwide remediation, such as policy directives or new quality-related committees or task forces.

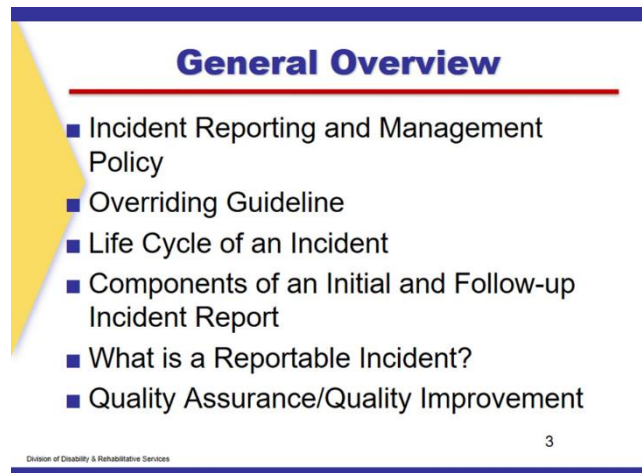


Figure 32: Sample Provider Training

We will also perform training sessions on incidents, working to educate providers on the proper reporting requirements, critical components of an internal investigation, and strategies that can be used to manage risk, while facilitating individual choice. We have included a sample slide from a statewide training session we did with providers in Indiana.

- c. Describe bidder’s approach to development of a manual for the new process (Chapter for DHHS-DDD Quality Assurance and Improvement Manual);

Bidder Response:

Meets or Exceeds Requirement

Liberty maintains a standard operating procedures manual that promotes quality and performance through the uniform application of core business processes and procedures across the company. The manual contains a well-formulated set of approved standard policies and procedures for performing core business processes more efficiently and effectively by reducing or eliminating system variation or redundancies. The policies typically include checklists, flow charts, and other step-by-step tools to clarify the mechanics of performing the activities and tasks.

Liberty will use our standard operating procedure manual as the foundation for the Chapter within the DHHS-DDD Quality Assurance and Improvement Manual.

Once submitted in draft form to the Department, Liberty will integrate feedback from DHHS-DDD into the final Chapter for the Quality Assurance and Improvement Manual. In the event that the Chapter is rejected for any reason, we will further update the document to address any identified issues and resubmit for approval within 10 business days of receiving the feedback.

- d. Describe bidder's approach to support DD-DHHS in Change Management Communications for providers and DHHS staff, including service coordinators;

Bidder Response:

 **Meets or Exceeds Requirement**

As part of our communication plan, Liberty will develop a standard format for communicating status updates to all interested parties. We propose to include multiple strategies to communicate program changes, all of which will require approval from the Department and could include:



A timeline for implementation of Liberty's change management process and tracking system is included as **Table 42** below.

- e. Describe bidder's approach to assist in development of policy, procedures and guidance;

Bidder Response:

 **Meets or Exceeds Requirement**

Policies and procedures guide operational behavior in ways that are consistent with rules and regulations. DHHS-DDD quality oversight practices are anchored by the Nebraska regulations and assurances they provide to CMS within their Medicaid waivers.

Liberty begins developing policies and procedures by first identifying and defining the intended outcomes of each policy and the procedural action required to achieve them. It is also crucial to solicit input from the stakeholders who must follow the procedure and/or will be impacted

by policy. In many of our programs, we create “Collaborative Workgroups”, that focus specifically on trouble-shooting and problem-solving the *practical* logistics of initial program design, as well as ongoing procedures and practices.

- f.** Describe bidder's approach to providing recommendations for the development of process to ensure access to EMS, medical and hospital records;

h. Describe bidder's approach to reporting and Notification:

Bidder Response:

Meets or Exceeds Requirement

[Redacted content]

[Redacted content]

- i.** Critical Incident Definitions
Bidder should recommend a list of reportable incidents and categorize those by level of severity based upon seriousness of harm or potential harm to participants receiving Medicaid HCBS, including proposed definitions. The list shall include at least the following reportable incident types:

- a) Deaths;
- b) Allegations of physical, psychological, or financial exploitation;
- c) Allegations of physical or psychological neglect;
- d) Allegations of physical or psychological abuse;
- e) Allegations of sexual abuse;
- f) Events involving the inappropriate restraint or seclusion of participants receiving Medicaid HCBS;
- g) Events that lead to adverse consequences or outcomes to participants receiving Medicaid HCBS because of staff misconduct or error;
- h) Events that result in injury or illness to a participants receiving Medicaid HCBS that requires medical treatment beyond first aid;
- i) Choking;
- j) Hospital emergency room visits where the injury or the medical condition could indicate abuse or neglect;
- k) Unplanned hospitalizations;
- l) Missing persons (elopements whereby the participant is removed from staff supervision or is placed at risk of serious harm);
- m) Behavioral incidents that result in:
- n) Employee physical intervention, including restraint;
- o) Serious risk of harm to the participant, other participants receiving services, employees, or community citizens; or
- p) Property damage valued at more than \$150;
- q) Emergency situations, including fires, flooding, and serious property damage, that result in harm or risk of harm to participants receiving Medicaid HCBS;
- r) Financial exploitation or theft of a property or funds of \$25 or greater;
- s) Incidents that may involve criminal conduct by participants receiving Medicaid HCBS or employees;
- t) Incidents involving law enforcement personnel;
- u) Near drowning; and,
- v) Any additional QIO recommendations.

Bidder Response:

 **Meets or Exceeds Requirement**

Following our assessment of the Department’s current system, including the review of available documents and interviews with key stakeholders, we will recommend a list of reportable incidents and categorize them by level of severity based upon seriousness of harm or potential harm to individuals receiving Medicaid HCBS. We will also provide operational definitions of the types of incidents.

While we will collaborate with the Department to determine the most appropriate language to use, we have used the term “Sentinel” to describe those incidents that have a high level of severity. This will correspond with those incidents requiring “High Notification” based on the current Incident Reporting Guidance Document.

Upon initial review of Appendix B: Categorizing Reportable Events, it appears the Department currently clumps some incident types into reportable incident categories (e.g., allegation or suspicion of abuse, neglect, or exploitation of a child or a vulnerable adult). While more discovery is needed, we are likely to recommend reporting or review at a more discrete level by categorizing allegations by more specific groupings, such as:

[Redacted content]

By breaking down the current category into these individual groupings, we can conduct more detailed and meaningful analysis and reporting of frequency and patterns over time. Since we will be importing data from Therap into the QIDS to perform our reviews, it may not be necessary to require providers to report at this level because our reviewers will complete the categorization coding during their reviews. We recommend starting with the categories included within the Joint Report, but suggest further sub-categorization as suggested in the sample table above.

Sample Incident Definitions with Severity

The following sample (**Table 45**) provides an illustration of a coding table that we currently use. The entire table is a total of nine pages and includes all reportable categories, along with detailed guidance to support accurate and consistent coding by our Incident Review Specialists.

- ii. The report shall also include recommended definitions for:
 - a) Critical incidents definition (general);
 - w) Unexplained/unexpected death;
 - x) Unsubstantiated definition; and,
 - y) Any additional QIO recommendations.
- iii. Describe bidder's approach to developing recommendations for Incident Reporting and Notification Processes.

Bidder Response:

 **Meets or Exceeds Requirement**

Liberty's Development Blueprint Report will include recommended definitions. These recommendations will be made after completing the assessment and obtaining feedback from the Department and key stakeholders. But, in the meantime, we have presented some initial thoughts about key areas in the RFP.

Critical Incidents: A broad definition from one of our other programs includes, "Any actual or occurrence characterized by risk or uncertainty resulting in or having the potential to result in significant harm or injury to an individual". This is somewhat broader than DHHS-DDD's current definition which includes ..."incidents as situations that adversely affect the physical and emotional well-being of a participant, suspected cases of abuse, neglect, exploitation, or mistreatment, and emergency safety situations which require use of emergency safety intervention."

Unexplained/Unexpected Death: This will include reference to a person who died earlier than expected regardless of existing medical diagnoses or conditions. These deaths may also occur suddenly and earlier than anticipated.

Unsubstantiated: There is either not sufficient evidence to support the allegation (i.e., there is not a preponderance of evidence to support the allegation or there is conflicting evidence that is inconclusive) or the allegation is unfounded (i.e., evidence supports a finding that the alleged incident did not or could not have occurred).

Applying CMS classifications: During the course of our assessment, we will make additional recommendations about type of incidents to be included and their definitions. Other metrics will likely include factors that can be used to further classify critical incidents, supporting more targeted analytics and detailed reporting. This will likely include inclusion of whether or not an incident was observed/unobserved, and known/unknown based on information provided. CMS has used such classifications to suggest risk that an injury was a result of abuse or neglect (i.e.,

unobserved and unknown injury). Other recommendations will be provided to the Department within our Development Blueprint Report.

Incident Reporting and Notification Process

[Redacted]

- [Redacted]
- [Redacted]
- [Redacted]

Our recommendations will be presented in our Design Report, which will enable the Department to provide its feedback before recommendations are included in the blueprint. We further recommend that the Design Report is published or at least shared among the members of our proposed Collaborative Workgroup for further feedback.

All recommendations will have references to best practice models.

- iv.** Create processes and assist in the development of policies, procedures for incident reporting and notification, including responsibility of initiating reports for providers, service coordinators (including for provider delayed reporting), and State and regional reporting; a timeline and method for reporting; ensuring reporters are free from retaliation, and recommending sanctions for late or non-reporting by providers.
- v.** Develop templates and forms for incident reporting, maximizing information gathered in data fields that support data aggregation and analysis and minimize text narratives.
- vi.** Develop and offer education, training and outreach on incident reporting for participants who receive services, their families, service coordinators, and providers.
- vii.** Any additional accepted QIO recommendations from the Development Blueprint Report.

Required Outcome: Monthly program report on status of implementation, with attachments including any tools developed, training agendas, etc.

All tools; training materials and execution; the manual; model communications for providers and DHHS staff, including service coordinator; recommendations on policy, procedure, and guidance; and the implementation of the new processes are due no later than fifteen (15) months after contract start date.

6. Task 5 Incident Review & Investigation

- a.** Create processes and assist in the development of policies, procedures for incident review, with consistent follow up procedures commensurate with the severity of the event, including guidelines to identify which reports merit state-level investigation. This shall include categorizing and triaging of incidents; requirements for provider action, beyond reporting, once an incident is discovered; and a process for informing family, substitute decision-maker, service coordinators and partner agencies about the incident as soon as possible after discovery and no later than seventy-two (72) hours after discovery. Describe how the bidder meets or exceeds these requirements.

Bidder Response:

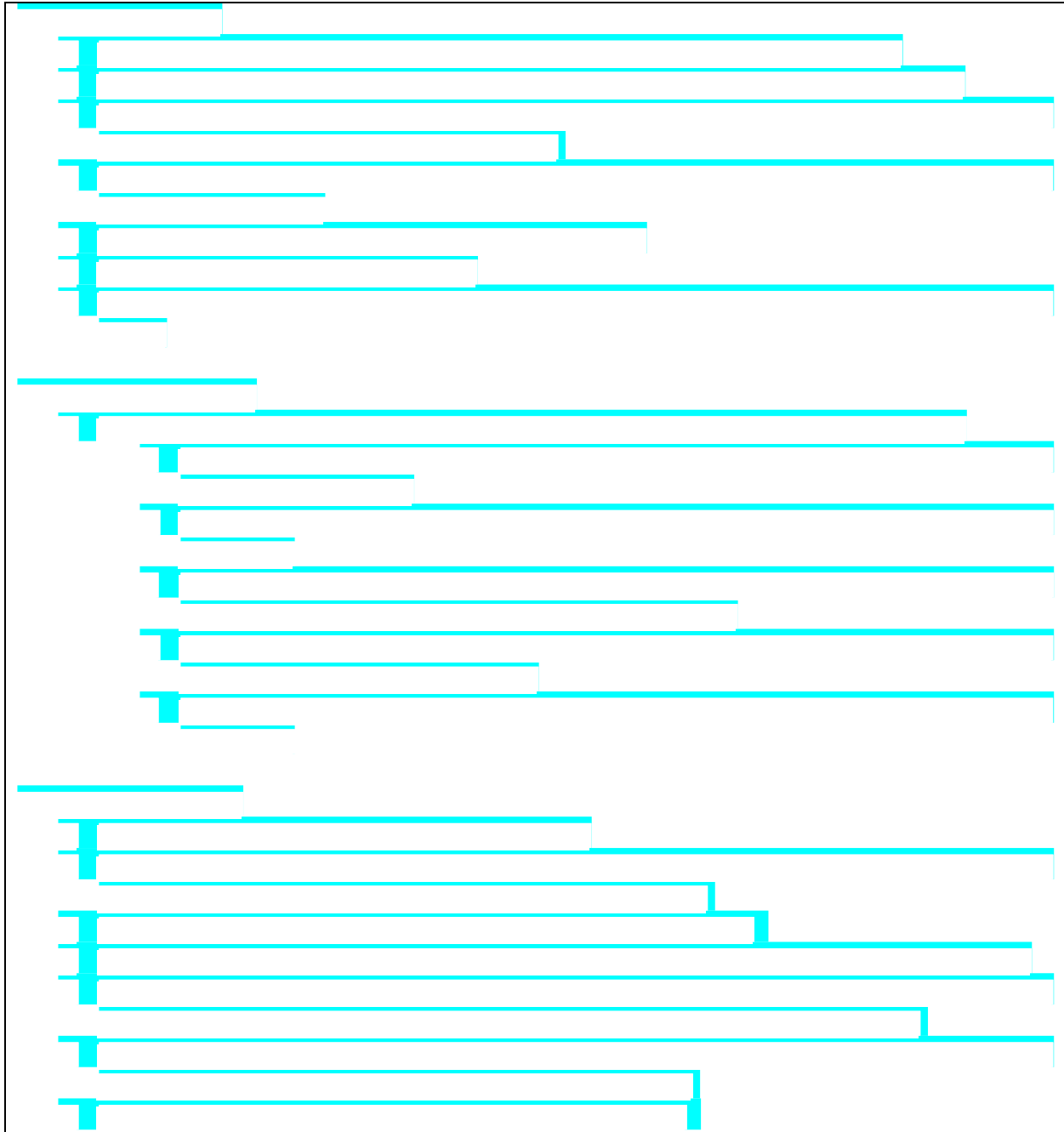
 **Meets or Exceeds Requirement**

Following our assessment, review, and acceptance of recommendations by DHHS-DDD regarding incident reporting and notification processes, Liberty will proceed with the creation of operational processes and assist in the development of policies and procedures for the review of reported incidents. For each incident review, this will include a comprehensive review and coding of the incidents along with examination of historic data (i.e., GERs and claims) and any other available information (e.g., information from investigations, provider actions taken to reduce recurrence). If unable to verify the mitigation of risk, our Incident Review Specialists will seek further information or actions in advance of closing the incident review. We will also verify completion of required steps, such as reporting timeline and notification of identified parties within 72 hours after discovery.

Confirmation of Case

A sample workflow is included below as **Figure 36**.

It should be noted that GERs may require follow up independent even if they are not serious enough to be coded as Sentinel. This determination is made based on the review. For example, **follow up may be required** in cases where we lack sufficient information or when the information indicates continued potential risk. In these cases, we will submit a follow up request to the provider to address the issue and describe its response in a report as described below.



Processing and Conducting Investigations

Based on our systemic assessment, we will recommend criteria that will trigger an investigation following receipt of a GER and review of the incident by our team. While this will be determined in collaboration with the Department, we suggest that incidents are coded in a fashion that is consistent with Appendix A of the Joint Report. An example workflow is included as **Figure 39**.

- Allegations of physical or emotional abuse and neglect that result in serious or repeated harm to service recipients;
- Allegations of sexual abuse;
- Allegations of financial exploitation in which the goods stolen are valued at more than \$250 or thefts of lesser value occurring repeatedly;
- Deaths that occur unexpectedly or that appear or are alleged to be due to provider or support coordinator misconduct, abuse, or neglect (will be linked as an investigation for the Mortality Review as well);
- Incidents that result in potentially life-threatening or serious injury or illness that appear or are alleged to be due to provider or support coordinator misconduct, abuse, or neglect or that occur under suspicious circumstances (e.g., repetitive ER visits, multiple uses of physical restraint per day);
- Incidents that result in potentially life-threatening or serious injury that were due to environmental hazards (e.g., fires, drownings, serious automobile accidents, weather emergencies); and
- Incidents that result in criminal charges or incarceration of service recipients or employees.

All cases that meet the approved criteria will be escalated to the DHHS-DDD as well. Further, the Department may request investigations of other types of cases that are revealed through trend analysis and tracking data generated by Liberty.

Conducting Onsite Investigations: Pending COVID-19 precautions, Liberty will conduct investigations primarily in the field. Onsite investigation visits, in particular, will be promptly made when the review of the incident (and associated information) indicates that:

- ✓ Immediate intervention could be necessary to protect the health and safety of the person;
- ✓ Information pertaining to the health and safety of individuals is being or could be fabricated to conceal risk; and/or
- ✓ Information about the environment indicates potential risk to individuals, such as that an onsite investigation is necessary (e.g., report about lack of food in the home, environment in disrepair, etc.).

In instances such as these, we recommend that the investigation visits will be conducted **unannounced**. Based on the nature of the incident, such investigations could be performed during weekends or non-traditional work hours (e.g., late at night, early morning). As appropriate, the initial contact could be made off-site (i.e., capture through remote means), such as communicating with the assigned Case Manager/Service Coordinator.

Sample Investigation Process

While Liberty will make formal recommendations specific to an investigation process as part of our Roadmap and Development Blueprint Report, we offer the following procedure which is aligned with the process we use in another state as a sample.

[Redacted content]

To facilitate a more efficient method of investigation, we propose to embed the process and documentation within the QIDS.

[Redacted content]

- c. Develop timelines for investigation, including for a State extension process if warranted. Describe bidders understanding of these requirements.

Bidder Response:

 **Meets or Exceeds Requirement**

In addition to setting standard timelines for the completion of investigations (i.e., within 14 days) and distribution of reports (i.e., 30 days), Liberty will track additional milestones that facilitate evaluation of the efficiency and effectiveness of the entire process. As suggested in the table below, we also propose to include standard timelines for critical actions by the provider. We have presented tentative recommendations for timelines based on our current understanding and prior experience. We recognize that these recommendations may need to be adjusted after we complete our planned period of discovery. Investigation milestones are included below as **Table 46**.

Proposed Extension Process

If Liberty requires additional time to complete the investigation, we recommend the following procedures:

- d. Develop competency-based provider incident investigation performance standards, including but not limited to review of the ISP; review of other reported incidents once per year; review of circumstances leading up to and following the incident; interviews with witnesses, the family, and others such as the service coordinator, provider supervisor, health care professional(s); provider and service coordinator documents, medical records, and law enforcement reports; and Protection and Advocacy (P&A) reports, where applicable. Describe how the bidder meets or exceeds these requirements.

Bidder Response:

 **Meets or Exceeds Requirement**

While we will update our recommendations based on the results of our systemic assessment and discussion with DHHS-DDD and key stakeholders, Liberty offers the following investigation performance standards and metrics based on our experience and best practices in incident review and investigations.

 **BEST PRACTICE APPROACH**

By grounding performance standards in empirical data from actual practice, Liberty can better establish realistic and appropriate expectations for performance.

Table 47 below includes some suggested performance standards that incorporate the timelines listed above:

Table 47: Suggested Performance Standards

- e. Develop process to review completed investigations to ensure compliance with performance standards and appropriateness of findings, conclusions and recommendations. Describe how the bidder meets or exceeds these requirements.


Bidder Response:	<input checked="" type="checkbox"/> Meets or Exceeds Requirement
<hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>	

- f. Provide recommendations for the development of processes to ensure investigator access to EMS, medical, and hospital records. Describe bidders understanding of these requirements.

Bidder Response:	<input checked="" type="checkbox"/> Meets or Exceeds Requirement
<hr/>	

By entering and storing relevant documentation/records within the QIDS the Department will have on-demand access to these records, as well as status reports specific to the tasks we are responsible for.


- g.** Develop process for dissemination of investigation findings, conclusions and recommendations to: providers, service coordination, participants and his or her family and/or guardian. Describe how the bidder meets or exceeds these requirements.

Bidder Response:  **Meets or Exceeds Requirement**

Dissemination: To facilitate the dissemination of investigation findings and follow-up, Liberty proposes to enable Providers, Service Coordinators, and DHHS-DDD personnel to directly access investigation reports within the QIDS, which will facilitate timely access to critical information and current follow-up status for all entities.

We also propose to generate a summary brief that includes the reason for the investigation, the findings, and any corrective action that is being requested of the provider. This brief will be disseminated to the participant and his or her family (and/or guardian).

- h.** Assist in the development of policies, procedures and processes for a DHHS-DDD Incident Management Committee, including recommendations for whether this should be a subcommittee or otherwise incorporated into the existing QIC. This should include committee membership, duties, meeting cadence, etc. Recommend requirements for DHHS-DDD Provider Incident Management Committees. Describe how the bidder meets or exceeds these requirements.

Bidder Response:  **Meets or Exceeds Requirement**

Following review and approval (or updates following feedback) of our recommendations specific to the Incident Management Committee (IMC), Liberty will collaborate with DHHS-DDD in the development of policies, procedures and processes for the IMC, including recommendations for whether this committee should be a separate subcommittee or otherwise incorporated into the existing Quality Improvement Committee (QIC). Recommendations will include committee membership, duties, meeting cadence, and other items based on our assessment.

Committee Membership: During the systemic assessment and discovery period, Liberty will review existing committees and have conversations with the Department and other stakeholders before we present our final recommendations for committee membership. Based on our

experience and best practices (including the Joint Report), we will likely recommend the following membership be included on the IMC:

- [Redacted]

Committee Duties: A Committee Charter will be developed that describes the function and duties of the Committee and its members. We recommend the inclusion of the following duties:

- Review of particularly serious incidents (including substantiated reports of abuse and neglect and apparently preventable deaths);
- Review of the adequacy of both Liberty’s and providers’ investigations of serious incidents in accordance with performance standards (sample presented above);
- Identify and review trends and patterns in types of reported incidents and aggregated findings, conclusions, and recommendations from Liberty’s investigations;
- Review annual reports of the trends and patterns in reported incidents and investigations;
- Identify and respond to state, regional, and other identified trends and patterns in incidents and investigations; and
- Discuss potential systems-wide corrective actions for improving quality assurance including, but not limited to, targeted or expanded training of providers and state personnel; necessary changes and reforms to specific protocols in service delivery; incidence reporting and management; and enhancements to specific policies and provider requirements.

[Redacted]

Metrics: In addition to monitoring adherence to the timeliness standards for each step of the review process, Liberty may also conduct analytics on variables such as the following (**Table 48**):

Table 48: Example Variables

Independent or Grouping Variables:	Age, Gender, Ethnicity, Length in Service, Diagnoses, Satisfaction, Medication, Region, Provider, Time (e.g., quarter, years), and Waiver.
Dependent or Measured Variables:	Number of Incidents, Types of Incidents (e.g., ER Visits, Hospitalizations, Medication Errors, Aggression, Restrictive Interventions, Injuries, Falls, Allegations), Number of Investigations, and Corrective Actions Required.

We can also perform factorial comparisons that include more than one independent or grouping variable to determine if any significant interactions exist (e.g., incidents by gender and age;

complaints by region and provider).

- j. Develop and offer training for DHHS-DDD providers on how to manage critical incidents, including investigations. Describe how the bidder meets or exceeds these requirements.

Bidder Response:

 **Meets or Exceeds Requirement**

Liberty will develop and offer training for community providers that can be delivered through **in-person regional training sessions** and through **statewide webinars**, that can be posted and stored on the Department's website (or we could create a website specific to this program, if desired). The training will focus on the following primary areas:

- **Introduction to critical incident requirements:** One major training will focus specifically on helping providers to manage critical incidents, including how to conduct investigations. The training module will cover new, revised, and updated policies, procedures, and instruments, which will empower providers to become an active participant in the Critical Incident Management Processes (CIMP). This orientation will also present the updated regulatory requirements for providers, such as timeframes for reporting, critical components of comprehensive investigations, and risk reduction strategies.
- **Continuous quality improvement:** Based on the findings of our systemic assessment/reviews/audits, Liberty will determine the performance standards and aspects of critical incident management that are most frequently unmet. We will then develop training initiatives for providers that target these specific areas. This approach transcends a narrow focus on individual assessments/reviews/audits and corrective actions to enable a broader evaluation of statewide and regional service systems and to generate ideas for systemwide remediation, such as policy directives or new quality-related committees or task forces.

Liberty will also perform training sessions that can educate providers on critical incident reporting requirements, essential components of internal investigations, and strategies that can be used to manage risk, while facilitating individual choice.

Required Outcome: Monthly program report on status of implementation, with attachments including any tools developed, training agendas, etc.

All tools; training materials and execution; the manual; model communications for providers and DHHS staff, including service coordinator; recommendations on policy, procedure, and guidance; and the system going live are due no later than fifteen (15) months after start of the contract.

7. Task 6 CAPs and Implementation

- a. Create processes and assist in the development of policies, procedures for making recommendations to DHHS for corrective action; informing providers of corrective actions and the requirements for remediation; ensuring timely action to implement corrective actions; monitoring corrective actions; identifying and recommending for sanctions providers who have a pattern of non-compliance with corrective actions; and any additional accepted QIO recommendations from the Development Blueprint Report. Describe how the bidder meets or exceeds these requirements.

Bidder Response:

 **Meets or Exceeds Requirement**

Following a period of discovery and collaboration with the Department and key stakeholders, Liberty will assist in the development of policies and procedures. which will include those governing corrective actions to be taken by providers as a result of incident reviews and investigations. These recommendations will be incorporated into the Development Blueprint Report and will include some of the components discussed within this section.

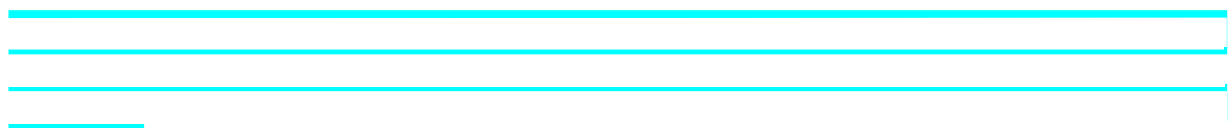
Corrective actions will fall into two broad categories:

- Actions associated with individual reviews (i.e., review of an incident or associated investigation) which is discussed below; and
- Actions revealed through aggregation and trend analysis, which become opportunities for systemic corrective actions across the provider community which is discussed within our response captured in the following section.

Incident Reviews: Specific to critical incident reviews, we will examine the actions taken by the provider, including:

- A review of the **provider’s internal investigation and actions** to mitigate future risk of incident recurrence. During our review, if it does not appear that adequate steps have been taken to address the likelihood a similar incident will recur, we will keep the incident open, and require additional information or action to be provided. Following a review of follow up information, we will then make a determination whether we can close the review, or if further actions are needed.
- A review of **historic incident and claims data** (i.e., 12 months) to determine if similar incidents have taken place in the past and if actions taken by a provider in the past are no longer present or ineffective. If the provider’s current actions have already been taken in the past, this may indicate the need for the provider to take different actions or enhance monitoring and oversight of existing practices.

In both of the above scenarios, the provider will be required to submit follow up information to Liberty to verify that appropriate actions have been taken. If we are unable to verify these actions or if the provider does not cooperate, the case will be referred to the Department for an investigation or possible sanctions. Liberty will keep the incident open during this period to facilitate tracking of follow up.



Liberty may identify areas that will require corrective action in order to remediate noted issues. If this occurs, we will:

- Generate an investigation report with noted deficiencies and evidence.
- Require the provider to implement corrective actions and provide evidence of completion.

- Conduct follow up to verify that the provider’s corrective actions have been implemented. If implemented, the case can be closed, and final report distributed. If not implemented, the provider will be given a second opportunity to remediate before being referred to the Department for further remediation and possible sanctions.

All information from investigations will be captured within the QIDS, enabling us to track the status of an investigation and the provider’s actions.

- b. The Contractor will also conduct an at least annual review of corrective action tracking to evaluate performance and effectiveness, develop a report and recommendations, and facilitate a discussion with the QIC. Describe how the bidder meets or exceeds these requirements.

Bidder Response:

 **Meets or Exceeds Requirement**

Liberty and its team of corporate subject matter experts have significant experience in both developing corrective action plans (CAPs) and having responsibility for approving and monitoring their implementation and completion. For this Nebraska project, our focus includes developing CAPs that are related to broader efforts to improve the I/DD service delivery system (as distinguished from “small scale” CAPs for individual providers or service sites per se). Thus, we will apply our expertise in developing CAPs that require remediation of deficiencies at the provider, plan, or contractor level.

We anticipate that deficiencies requiring corrective action will be identified through one of three primary sources or mechanisms:

- Identification of broader issues through the ongoing process tracking and trending data, such as negative trends in the rate of critical incidents and/or member dissatisfaction.
- Identification of potentially broad concerns arising from an investigation or site review in which negative findings were identified.
- Identification of issues requiring CAPs arising from the work of one or more of the quality committees or as assigned by the Department (e.g., QIC).

Systemic corrective actions, along with data that support their implementation, will be proposed to the Department and also discussed with the Quality Improvement Committee. If the Department concurs, we will work with providers to implement actions to address the systemic corrective action, and then track implementation and outcomes to determine effectiveness. Liberty will contact noncompliant providers will be contacted for clarification and resolution and, if indicated, we will refer the case to the Department for remediation and possible sanctions.

Liberty will report on implementation specific to systemic CAPS on a quarterly basis (or more frequently, if indicated) to include results and further recommendations about continuation or amendments to the plan of action. (These systemic CAPs will be summarized in our annual report). Tracking of impact will be part of the continuous quality loop in our ongoing effort to improve the health and welfare of participants who receive services through one of the four Medicaid waivers or through service as BSDC.

Quantitative Analysis: In addition, we will examine the metrics themselves, including numerators and denominators, reliability and validity, as well as the sampling methodology for the Department’s health and welfare assurances that are specific to each waiver. This will foster the capture of data within the QIDS that is necessary for generation of the 372 Report and Evidence Based Report (EBR).

[Redacted]

Some additional variables that are likely to be included in our analytics include, but are not limited to, the following (**Table 49**):

[Redacted]	[Redacted]
[Redacted]	[Redacted]
[Redacted]	[Redacted]
[Redacted]	[Redacted]
[Redacted]	[Redacted]
[Redacted]	[Redacted]
[Redacted]	[Redacted]
[Redacted]	[Redacted]

Liberty will combine the results of above assessment of current metrics, input from stakeholders, quantitative analysis of measures, and use of predictive analytics into a set of recommended metrics and methodology that will enhance the delivery of HCBS waiver supports and prevent or reduce similar incidents in the future.

- b.** Create processes and assist in the development of policies, procedures for incident aggregation, tracking, trending, reporting, and systemic corrective action. The process shall include review of incident reporting by service providers and service coordinators; use historical claims data at least for hospitalization and emergency room visits to measure effectiveness of reporting; cross-references certification findings, grievance/complaint reports and a sampling of progress notes; and include recommendations for frequency of trend analysis. Describe how the bidder meets or exceeds these requirements.

Bidder Response:

 **Meets or Exceeds Requirement**

Liberty proposes the following plan for creating processes and assisting in the development of policies and procedures for incident aggregation, tracking, trending, reporting, and systemic corrective action, which will exceed requirements. All practices will be captured within policies and procedures and will include the frequency and nature of the reporting we will generate for

the Department. This will include description of standard reports that will be accessible to DHHS-DDD through the QIDS. Our standard analytics and reporting will include a review of incident reporting by service provider and service coordinators.

Review of Incident Reporting: During our comprehensive review of individual incidents, we will examine 12 months of historical claims and incident data in order to measure effectiveness of reporting and previous actions taken. If escalated to an investigation, we will examine certification findings, grievance/complaint reports, and a sample of progress notes. Since all data will be captured within the QIDS, we will be able to aggregate data across these metrics for analytics and reporting.

Review of Claims Data: We will also examine 12 months of historical claims data for hospitalizations and emergency room visits to assess how well the data is being collected, analyzed, and reported.

Cross-Referencing Quality Data: Based on our experience, Liberty appreciates the value of a multi-faceted assessment of quality and risk management data. Oftentimes, it is essential to assess findings and outcomes across multiple domains to identify common areas of deficiency and patterns that may not be evident from viewing one domain alone. Thus, we will cross-reference findings from provider certification activities, grievance/complaint data, mortality data, incident data, satisfaction data, and a sampling of progress notes to assess alignment of goals and outcomes.

Recommendations for Monthly and Quarterly Analytics: Liberty will exceed requirements by generating **monthly reports on key performance metrics**, as well as quarterly reports that describe patterns and trend analysis of that same data. The results will be presented in a format that facilitates evaluation of current performance with prior periods. Moreover, we will aggregate the monthly and quarterly data in bi-annual and annual reports to add power to analytics and facilitate longitudinal comparisons over time. This will be especially valuable for assessing the impact of current CAPs and PIPs and to identify new opportunities for similar initiatives.

- c. Reports shall trend aggregate critical incident data at State, District and County levels and identify incident types that would benefit from systemic intervention. The Contractor will facilitate a QAC review of trended data to secure additional recommendations for systems level remediation and reduction of future incident occurrences. Describe bidders understanding of these requirements.

Bidder Response:

 **Meets or Exceeds Requirement**

Liberty will trend aggregate critical incident data at state and county levels and identify incident types. Our proposed process for capturing incidents by type within the QIDS (i.e., data from GERs), will facilitate aggregation of data for trend analysis and reporting by incident categories. In turn, our local quality team will apply the trended data to facilitate a QAC review that can identify and recommend target areas for systems level remediation and reduction of risk factors for the prevention of future incidents by category.

Figure 41 below shows incident data by waiver enrollment, showing a fairly stable trend in incidents while the waiver population grows.

With the inclusion of the AD and TBI waivers, it will be important to analyze incidents by program (i.e., 1915(c) waiver and BSDC). This will enable us to identify patterns and trends by unique group, reducing chances that a generic quality initiative would be put in place – having a positive impact on only a select group. We will also examine data by region and other factors that are determined along with the Department and QAC in support of systems level remediation and reduction of future incident occurrences.

- d. Develop requirements for providers to have a continuous quality assurance and enhancement process for incidents, including monitoring, tracking, and use and/or review of provider's own performance data. This also includes requirements for provider reporting on trends, including plans for corrective actions at the provider systems level and tracking of implementation. Describe how the bidder meets or exceeds these requirements.

Bidder Response:

 **Meets or Exceeds Requirement**

Liberty will meet this requirement by extending the work we perform during review and analysis of incidents to the provider level. While we will continue to perform systemic analyses, we will also mine incident data at the provider level, looking for instances that suggest providers may need additional assistance. We will also work with the Department, providers, and other stakeholders to design, develop, and help providers implement policies and procedures that improve their own capacity to conduct internal incident reviews, capture data, track and trend, and identify their own opportunities to improve their risk management.

– coaching them on how to turn data into meaningful information. This will be particularly important for smaller providers who have less resources.

- e. While the QIO is doing the bulk of the critical incident functions, the QIO will also engage in quality assurance of key functions of critical incident management that the QIO does not perform, for example provider investigations and service coordinator follow-up with the participant and their family or guardians. This includes the development of a review process and performance measures for all key elements of the incident management system to assure that providers and service coordinators report critical incidents; reported critical incidents are properly recorded, providers report critical incidents at the correct severity level; data on critical incidents is collected and reviewed at provider and State level; the State Incident Management Review Committee is meeting its function; and reasonable suspicions of abuse or neglect are properly reported. Describe how the bidder meets or exceeds these requirements.

Bidder Response:

 **Meets or Exceeds Requirement**

Liberty will meet this requirement by performing quality assurance of key functions of the critical incident management process. This will include measuring compliance with reporting requirements, evaluating the integrity of provider investigations and service coordinator follow-up with the participant and their family or guardians.

As part of our initial assessment, we will explore the current policies and practices related to reporting, classification, and review of critical incidents. With dignity of risk, providers and service coordinators have the challenge of balancing the person-centered practices associated with choice and self-determination with health and welfare outcomes. We will exceed these requirements through our quality assurance and technical assistance provided to providers and service coordinators, helping them navigate these waters.

All aspects of our review and oversight related to critical incidents will be captured within the QIDS, providing us the opportunity to report on data at each critical stage of the process, including reporting and investigations.

Reporting

Service providers should ensure that all incidents are reported as soon as possible after discovery, with a recommendation that all incidents should be reported within 24 hours of discovery. Though the state's current use of Therap, this translates to submission of the GER within 24 hours independent of nature of the incident.

Since not everyone who discovers a reportable incident has access to Therap, there needs a mechanism to report these incidents outside of that system. This could be through reporting to a service coordinator or directly to the state. Liberty will have staff who are prepared to receive these incident reports so that we can capture the data within the QIDS for review and follow up.

As part of our quality assurance activities, we would then analyze data on reporting to determine how successful providers are in meeting this requirement. Where not met, we recommend that the provider's investigation into the incident should include an assessment of why it was not reported within the required timeframe, as well as actions to be taken to reduce recurrence in the future.

Below is a sample report (**Table 50**) we created on a monthly basis for one of our customers. As can be seen from this example, the incidents were reported within 24 hours an average of 92% of the time. Examination of just those incidents reported late provides us additional insight into patterns among particular providers, regions, or service coordinators.

Additional metrics we have used for quality assurance include:

- Number and percentage of incident reports resolved within stipulated time period (30 days); and
- Number and percentage of sentinel events resolved within the stipulated time period (3 days).

Investigations

In addition to the selected investigations we are planning to complete, providers should complete an internal review and investigation of their own incidents. Through design of a standardized form to be used in the capture of these investigations, Liberty will be able to review investigations to determine both their compliance and quality. The form would include a field for all required actions, including:

- Review of Person-Centered Individualized Service Plan (PCISP)
- Review of historical incidents
- Review of previous actions taken for similar incidents
- Review of the circumstances leading up to and following the incident
- Interviews with all witnesses to incident
- Interviews with family members or guardians of the service recipient
- Review of relevant documents and medical records
- Review of law enforcement reports, death certificates, and autopsy reports (if relevant and available)

During our review of incidents, we will also conduct a review of the provider's investigation and actions taken to determine if these have been completed as expected. Any missing information or need for clarification will result in a follow up request being sent to the providers with the incident review remaining open until adequate information is received to determine that the risk of recurrence is lessened.

We will also examine provider investigations during selection of cases for review and investigation by our staff for those cases where the criteria used to trigger the investigation is met. In these cases, we will also evaluate:

- Findings and observations associated with completed investigative activities;
- The investigation’s conclusions;
- The investigation’s recommended corrective actions; and
- The results form implementation of the corrective actions.

Follow Up

In cases where we are unable to determine that adequate steps have been taken to reduce the risk of recurrence, we will see follow up information or actions from either the provider or service coordinator (will depend on the nature of the follow up request). In cases where this occurs, we will request a response back within seven days, leaving the incident report open until it is received, reviewed and determined adequate.

Quality Assurance and Quality Improvement

Service providers should ensure on a quarterly basis that identified patterns and trends are shared with their incident management review committee. By assisting providers in setting up their own Incident Management Review Committees (IMRC), each provider will have a venue to review identified patterns and trends and take corrective actions to positively impact them. Providers should also generate a report at least annually that will be shared with both Liberty and the Department to provide assurance that these requirements are being met.

[Redacted]

State Incident Management Review Committee

While assisting to coordinate the state’s Incident Management Review Committee, Liberty will also collect performance data to determine compliance and quality at the state level. This will include tracking metrics that are agreed upon with the Department, these could be:

[Redacted]

While the recommendation is for at least biannual trend analyses of reported incidents, Liberty recommends exceeding this as we have done in other projects we manage – by reporting at least quarterly and examining some incidents monthly if included within an existing corrective action plan or performance improvement plan.

We will also be prepared to generate de-identified reports of this information and recommendations which, following review by the state, would be published and made available to the public. This action will support the transparency of the IMRC. Such additional recommendations may address:

- Needed statewide remedies,
- Needed regional remedies, and
- Needed remedies for select groups of service recipients and providers.

Required Outcome: Monthly program report on status of implementation, with attachments including any tools developed, training agendas, etc.

All tools; training materials and execution; the manual; model communications for providers and DHHS staff, including service coordinator; recommendations on policy, procedure, and guidance; and the system going live are due no later than fifteen (15) months after start of contract.

9. Task 8: Operation of the Critical Incident Processes

- a.** The bidder should submit a draft plan for ongoing operation of the CIMP, including but not limited to reporting and notification, incident triage, review, and investigation, corrective action recommendations and implementation, and quality monitoring and trend analysis. The plan must be submitted to DHHS for review and approval no later than thirty (30) calendar days after successful implementation of the CIMP. The QIO is responsible for all steps in the CIMP, including but not limited to: triage and any resulting safety check, incident investigation of high level (serious) critical incidents, managing the Incident Management Committee, recommendations for corrective action, assuring implementation of corrective actions, any training and technical assistance required, and all data reporting. The exception is notification to participants and families, which will remain the responsibility of the participant’s provider and/or service coordinator. Note that there are currently around 10,000 high level (serious) critical incidents reported annually, or around 800 per month. DHHS-DDD expects that this number may increase with increased awareness through training and through potentially revised critical incident definitions and reporting requirements.

Bidder Response:

 **Meets or Exceeds Requirement**

Following the assessment and redesign, Liberty will be prepared to operate the CIMP on an ongoing basis, meeting this requirement. This will include all aspects of the process, from the reporting to verification of implemented actions intended to correct any noted issues and reduce risk of incident recurrence. Our proposed draft plan is captured in Section F.6.a. and within our included process map. While Section F.6.a. has segments of the process map that are legible, a complete copy of this draft process is included for review in Appendix 5. We provide an overview of key aspects of our plan below and are committed to submitting a revised plan to DHHS-DDD for review and approval no later than 30 calendar days after successful implementation of the CIMP.



Reporting and Notification

General Event Reports (GER) or reportable incidents should be reported within 24 hours of their discovery. While these will traditionally be received through submission by the provider directly into Therap, Liberty will be prepared to receive reports or identify unreported incidents during our review of progress notes and individual records. If Therap is retained as the repository of incidents received by providers, we propose to receive a daily data feed from Therap, which will enable us to upload the data within the QIDS. This will enable us to conduct our review and introduce additional metrics needed to align this practice with that considered best of class.

We will look for a report that all required parties have been notified on the incident, this includes the participants and families being notified within 72 hours of discovery. Where there is not sufficient evidence of this, we will notify the provider and/or service coordinator of this need.

Incident Triage

The incident triage will also be used to trigger investigations for those that meet the criteria for this level of examination and oversight. We will also determine if a particular incident needs to be escalated to the Department.

Review

As a result of our review, we anticipate taking one of the following actions:

- ---
- ---
- ---

Investigation

We will work with the Department and stakeholders to recommend criteria that will trigger an investigation into a specific incident or provider. The investigation will include all required components outlined within the Joint Report, as well as those consistent with other best practices, following review and approval by the Department.

Following each investigation, Liberty will generate a report to include results. For any area determined to be deficient, we will capture the findings along with supportive evidence that will be tied to regulations or other requirements (e.g., policies and procedures). We will also outline the minimum components of a corrective action plan along with timeline for completion and the nature of our verification. By capturing all findings and corrective actions within the QIDS, it will support identification of areas that suggest a need for systemic training across all providers.

Corrective Action Recommendations and Implementation

Providers who have a deficiency noted during an investigation will be required to take corrective action. Our investigators will outline the minimum components of a corrective action, but we will encourage providers to exceed these. We will also look for actions that go beyond the single individual associated with the incident by expecting systemic actions that others can also benefit from.

Quality Monitoring and Trend Analysis

Liberty is prepared to capture data, perform analytics, and make recommendations that are associated with the health and welfare of individuals supported by DHHS-DDD. This includes generating reports to include patterns and trends and presenting data to the Incident Management Review Committee (IMRC) where information can be reviewed, and quality initiatives suggested. Liberty will manage the IMRC in collaboration with the Department.

Bidder Response:

 **Meets or Exceeds Requirement**

Communication is a key component of a successful Critical Incident Management Process (CIMP). We propose to include providers and other stakeholders early on during the assessment process to obtain their insight into tools and processes that they will be required to comply with. We have found this approach also helps to drive provider engagement, which is essential to implementation of strategies in support of the health and welfare of the individuals they support. This engagement will be reinforced through delivery of training, education, and outreach with providers and state staff.

Training Plan

In line with best practices, the new CIMP will place increased demands on providers. Beyond reporting, this will include conducting enhanced internal investigations and reviewing data to determine patterns and trends in support of quality initiatives that they will implement. With these advances, Liberty will meet the requirement to deliver training to providers and state staff through creation of material and delivery to include

What follows is our draft CIMP Training Plan (**Table 52**) that outlines steps leading up to delivery of this training.

Training will include review of updated policies and procedures. We have found process maps are particularly helpful in the delivery of training around process expectations, helping to drive consistency of practice across providers. We will also walk through new tools (e.g., Investigation Checklist) and share samples as part of this process. Initial training delivered as part of this rollout will include:

- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]

[Redacted]

Education Plan

Based on our past experience starting up new programs, successful implementation of the new CIMP will require early and ongoing stakeholder engagement and educational material that can reach those who will discover incidents. We would also maintain ongoing notification of DHHS-DDD and providers through our communication efforts outlined in Section A.1.a. (Draft Start-Up Plan).

We propose to begin our education campaign to inform providers and state staff about the new CIMP approximately 12 months following the start of the contract. This will provide a full three months to develop material, obtain feedback, and execute our campaign. Further education will also be provided in the context of training to be delivered to providers and state staff.

Provider Engagement: Liberty has demonstrable successes working providers, state staff and other stakeholders to develop mutually beneficial solutions. We have a practical plan for providing education and training. Our goals are to imbue day to day operations with a focus on quality improvement and to truly engage providers, advocates, and other stakeholders in the implementation of the enhanced CIMP.

Steps we take as part of this process include:

[Redacted]

We believe the input we have received and stakeholder commitment to collaborate, should we be selected for this important work, can be leveraged for a **smooth implementation** and a successful program. We will also look forward to working with existing or new and functionally targeted collaborative stakeholder work groups. We have found this work invaluable especially in new undertakings requiring clear and constant communication and stakeholder input. It

While our outreach efforts will begin during our assessment, we propose to initiate our Outreach Plan within 90 days of our CIMP implementation. We will conduct quarterly analytics and regularly shift our outreach efforts to have the greatest impact on participant health and welfare outcomes.

- c. The Contractor shall provide the following reports on ongoing basis:
 - i. Monthly program reports with attachments such as: training materials and meeting agendas; monthly incident that tracks and trends incidents by participant, by provider, by service coordinator, by District, by Region, and by critical incident type due fifteen (15) calendar days following the last day of the month;
 - ii. Quarterly reports that at a minimum relate to performance measures on waiver basic assurances related to critical incident and mortality review and reporting; and provider compliance with the incident management system's requirements, including aggregate findings of provider compliance audits by region and for the State as well as trending due fifteen (15) calendar days following the last day of the quarter;
 - iii. Annual incident report including aggregate data and a summary of patterns and trends, quarterly and cumulative, with analysis due fifteen (15) calendar days following the last day of the year. It shall also include an evaluation of tools to determine content validity and internal consistency and refinement.; and,
 - iv. The Contractor shall have capability to produce ad hoc reports no later than seven (7) calendar days after request.

Required Outcome: Ongoing management of the CIMP; all reports discussed above; at least quarterly training and ongoing education/outreach events.

G. OPTIONAL QMS EXPANDED SERVICES: DEVELOPMENT, IMPLEMENTATION & MANAGEMENT

Pending State need and availability of funds, DHHS-DDD may implement the following types of expanded QIO/QIO-like services at any point during the contract. The State shall not expend more than fifty percent (50%) of the total cost of the contract for QIO services on optional expanded services.

- 1. For this section, no work plan is required. Instead, the bidder must explain the approach to expanded services to ensure compliance with all CMS requirements, where applicable, and achieve best practices; and provide a sample project timeline for Expanded Services: Development, Implementation, and first year of Management services. Bidders must also describe all experience providing these types of services.

Examples of additional QIO/QIO-like services that DHHS-DDD may implement at a later time include, but are not limited to:

- i. Individual Services and Outcomes:
 - a) Level of Care: Administering the initial, periodic and annual level of care to participants applying for and receiving HCBS waiver services;
 - b) Utilization Review of HCBS waiver services;
 - c) Prior authorization of HCBS waiver residential services;
 - d) Prior authorization of HCBS waiver day services;
 - e) Prior authorization of HCBS waiver clinically-based services;
 - f) Post Payment Review of HCBS waiver services;

- g) Initial and Ongoing Exception Funding (for participants whose initial budget is not sufficient to meet their needs);
 - h) Monitoring of basic waiver assurances;
 - i) Review of State Plan Targeted Case Management services;
 - j) Audit person-centered plans;
 - k) Assess Personal Outcomes;
 - l) Developing Quality Based Criteria / Outcomes for Values Based Payment Contracts;
 - m) Review and Approval of use of Restrictive Controls and Behavior Support Plans;
 - n) Assessment of safety plans;
 - o) Clinical assessments and recommendations;
 - p) Grievance and complaint system;
 - q) Develop and run a Human Legal Rights Committee (HLRC);
 - r) Inventory for Client and Agency Planning (ICAP) assessments; and,
 - s) Other Recommendations that can be performed with enhanced funding.
- ii. Provider Oversight and Monitoring:
- a) Initial and Ongoing Provider Certification Review;
 - b) Provider Oversight and Monitoring: compliance reviews and audits, beyond what is required for certification;
 - c) Provider Report Cards;
 - d) Monitoring development and implementation of Provider Improvement Plans;
 - e) Monitoring of basic waiver assurances;
 - f) Monitor the monitoring; and,
 - g) Other Recommendations that can be performed with enhanced funding.
- iii. Training & Technical Assistance:
- a) Provider technical assistance and training to build capacity;
 - b) Staff technical assistance and training to build capacity, including onboarding of quality team staff;
 - c) Building inter-related reliability amongst monitors;
 - d) Technical assistance and capacity building for Behavioral Support Plans (BSPs); and,
 - e) Other Recommendations that can be performed with enhanced funding.

Bidder Response:

Note: The approaches and timelines that we propose for each of the Optional QMS Expanded Services present in this section are informational and tentative, but are based on our practical experience, knowledge, and best practices in the field. If any of these Optional Services is selected by the Department, Liberty will collaborate with DHHS-DDD to further clarify the scope of work and pricing, which will become clearer based on our systemic assessment and recommendations and the desires of the Department.



5. QIDS Technical Requirements Traceability Matrix

5. QIDS Technical Requirements Traceability Matrix

Liberty has engaged **The Rushmore Group, LLC** (Rushmore) as a subcontractor to provide and manage a Quality Improvement Data System (QIDS) in support of this program. The QIDS will be used to document the state's compliance with the CMS HCBS waiver requirements, the CMS HCBS Final Rule, and State Transition Plan; and to provide quality assessment of services, supports, and outcomes for program participants of Medicaid HCBS. A description of The Rushmore Group is included under Tab B. Corporate Overview, Section 9. Subcontractors.

The following pages include Rushmore's responses to each question included under Attachment A - QIDS Technical Requirements Traceability Matrix. Rushmore's Quality Management System, from which the Nebraska QIDS will be configured, will be referred to as the QIDS throughout the remainder of this document.

TECHNICAL REQUIREMENTS

The following requirements describe what is needed to support DHHS technical project operations.

Each requirement is identified by the following first three characters:

TEC	General Technical Requirements
STN	Standards Requirements
ERR	Error Handling Requirements
DBM	Database/Data Management Requirements
BKP	Backup and System Recovery Requirements
SEC	Security Requirements
DOC	System and User Documentation
TRN	Training
PTT	Production, Test and Training Requirements
INT	Interfaces/Imports/Exports Requirements
PER	System Performance Requirements
DAC	Data Conversion

General Technical Requirements

This section presents the overall technical requirements that apply to the software. Describe in the response how the proposed solution meets the requirement.

Req #	Requirement
TEC-1	Provide a description and diagram of the proposed technical architecture. Include all database/web/networking hardware, software, tools, etc. Indicate where the solution is hosted. Indicate if any components are needed on the client and/or loaded on servers, etc.

This requirement is met as a core component. We propose the QIDS to be hosted on the State of Nebraska servers. The application is constructed around Microsoft's ASP.Net technology, using VB.Net for server-side business process and database logic, and VB Script for client-side user interface, input management, and validation logic. Targeted for the Microsoft Web Server platform using Internet Explorer as the web browser. The use of client-side browser VB Script requires Internet Explorer 8 through Internet Explorer 11 with Compatibility View for backward compatibility. Chrome, Firefox, and other browsers are not supported. The information is stored in a Microsoft SQL Server database. A technical description has been included below.

Document Title:	Rushmore ASP.Net Software Specifications
Document Type:	Technical Documentation – Fact Sheet
Last Reviewed/Updated:	7/28/2020
Comments:	Specification of the software platform and components required to run Rushmore ASP.Net applications.

The specifications below are the current components of the .Net software as of July 2020.

Rushmore Software Overview:

The Rushmore Group Case-Quality Review System is a web-based data collection and reporting tool, designed for use over a secure intranet/WAN environment with HTTP, or for secure public access via HTTPS/SSL/TLS.

The application is constructed around Microsoft's ASP.Net technology, using VBScript for server-side business process and database logic, and HTML5, VBScript for client-side user interface, input management, and validation logic. Although specifically targeted for the Microsoft Web Server platform, the Rushmore Group has made an effort to keep the installation independent of any one particular hardware configuration or a specific web browser.

The application data storage is a Microsoft SQL Server database.

Software Requirements:

Microsoft 2008/2012/2016/2017 Server (Web Application Server)
 Microsoft Internet Information Services (IIS) version 7 and up
 Microsoft ASP.Net, .Net Framework 4.6.1

Components/Technologies shipped and deployed with the application:

NLog (open-source error logging tool)

Supported Client Browsers:

Internet Explorer v. 8 through Internet Explorer 11 w/compatibility mode

IE 10/11 must use Compatibility View - the application uses IE Quirks mode.

(Microsoft Edge, Chrome, Mozilla Firefox and other non-Microsoft browsers are not supported)

Pop-ups must be allowed for the Case Review application

Client Operating System

Windows 7, Windows 8/8.1, Windows 10

(In general, any operating system that supports the list of web browsers above.)

Microsoft SQL Server 2008/2008R2/2014/2016/2017 (both 32 and 64 bit versions) or Azure SQL

Rushmore has no requirements for a particular SQL Server service pack, but it is recommended that customers remain current with the latest service pack available for the supported SQL versions listed.

General Information:

MS-IIS Clustered Servers/Server Farms:

- There are no known issues with implementing on clustered server environments.
- Standard applications do not write information to the IIS server hard drive or external network drives, and do not utilize storage outside of the SQL Server database.

Server-side Assemblies, COM, DCOM, ActiveX, or third-party components:

No compiled COM components or additional third-party applications are required on the web server, beyond the .Net Framework.

Client Browsers:

The application client must use MS Internet Explorer 8.0 or later.

Internet Explorer 10/11 must use Compatibility View – the application uses IE “quirks” mode. The application is not compatible with Edge, Chrome, and Firefox browsers.

The application uses a combination of server-side and client-side VBScript. The application does not push ActiveX controls or Java applets to the client browser. The application interface is built entirely around Dynamic HTML and VB scripting.

The application does not utilize client cookies, or store any static data on the client PC.

Citrix Metaframe/Microsoft Terminal Server:

There are no known issues with a thin-client environment, using the browser interface through Citrix, Remote Desktop, or Terminal Server.

Deployment/Application Releases (Updates and Patches):

Rushmore works with each customer to establish a Release schedule. Releases/patches are typically provide as a zip file containing modified content pages, compiled application DLL's, and SQL Server T-SQL scripts for updating the database.

Application User Authentication/Authorization, Security

- Rushmore .Net applications use Forms Authentication, following FISMA and NIST guidelines for password rules.
- Rushmore application security is role-based, least privilege.
- Rushmore does not currently offer integration with Active Directory, LDAP, or other external account management options.
- Rushmore does provide a version of pass-through authentication for Windows-based Active Directory networks that allows for a “single-sign on” option.

Accessibility

- Rushmore makes an effort to follow basic accessibility guidelines set out by WCAG2.0/508 conformance level “A”, however at this time Rushmore is not able to guarantee 100% compliance to an accessibility standard.

SQL Server Database:

The anticipated maximum size of the database varies with the customer’s size, data collection needs, and data retention requirements. Based on current customer experience with a five-year data retention policy, the average maximum database size may grow into a range of 500Mb – 1Gb.

Standard Rushmore applications use a single application-specific SQL Server Login with SQL Server Standard Security for web server data retrieval from the SQL Server.

The default database setup uses SQL Server Standard Security. A single SQL Server user ID is requested for the application to utilize in connecting to the database. Applications maintain their own role-based user ID table in the database, and users

Req #	Requirement
	<p>are authenticated-authorized through ASP.Net Forms Authentication process (an application login form).</p> <p>Standard Rushmore software does not use SQL database replication, data warehousing, or reporting services.</p> <p>ASP.Net Server and IIS Environment:</p> <p>Web Garden/Application Pooling: Typically, a single application pool and worker process is sufficient for most implementations.</p> <p>The ASP.Net application Cache may be used for a storing small amounts of static application data. The data expires and does not require load balancing, server affinity, or a third party distributed cache solution.</p> <p>Session State: Rushmore may utilize the IIS in-process Session store for session state storage. This is customer and implementation specific.</p> <p>Hardware:</p> <p>Rushmore software does not require dedicated servers. Server hardware requirements are determined by the above software requirements, and the anticipated user-base of each Rushmore application. Standard Rushmore applications can run on anything from entry-level web and database servers, up to more saleable server farms and fail over SQL server clusters.</p> <p><u>Internet MS-IIS Client Hardware</u></p> <p>There are no minimum hardware requirements for a client computer, other than the client computer must be able to run the supported browsers listed earlier in this document.</p> <p>Number of Supported Users:</p> <p>There is no limit on the number of users. Typical installations range from 50 users to 1500 users. Concurrent usage varies from ten to two to three hundred users.</p>

Req #	Requirement
TEC-2	Describe how the proposed solution is responsive to mobile technology and works with mobile devices such as smart phones or tablets.
	<p>Utilization of the QIDS with tablets is a core function. The QIDS is not compatible with smart phones and would require extensive design to be used with those devices.</p> <p>Based on our experience, Liberty proposes the use of laptops and tablets for accessing and performing quality management functions. This facilitates remote and in-field access to the QIDS for concurrent data entry while completing review activities.</p>
TEC-3	Describe any third party components that are proposed as part of the solution, i.e. using Crystal Reports as a reporting tool. Please ensure any costs for these required tools are included.
	The QIDS will not utilize third party components.
TEC-4	Describe how the solution is designed so that business rule parameters and code lookup tables can be easily updated without changing the overall application program logic.
	This is a core component, as the QIDS has internal tables used for many data entry options and business rules. Users with necessary permission can update these internal tables.
TEC-5	Describe the software licensing model of the solution, including any required third party licensing. In all cases, DHHS prefers a concurrent licensing model or a site licensing model as opposed to "seat" or per user licensing.
	The source codes for the developed QIDS will be owned by the State of Nebraska, thus negating any required licensing. The QIDS will not be user limited.
TEC-6	Describe the upgrade and maintenance process for the proposed solution. DHHS requires minimum downtime and impact to the users.

Req #	Requirement
	<p>This is a core component, as Rushmore will work with DHHS to develop a planned maintenance and upgrade schedule to minimize downtime impact to users. A typical maintenance and upgrade schedule occurs on a quarterly or bi-annual basis to be determined by DHHS, Liberty, and Rushmore.</p> <p>Rushmore will provide DHHS with a final date to submit request for updates to the QIDS. Upon receipt of requested updates Rushmore will complete the required programming to the QIDS and test the system on the secure Rushmore test site. Once the updates have met Rushmore’s internal testing requirements, DHHS will be notified and requested to test the updates.</p> <p>After UAT on Rushmore’s secure site is completed, Rushmore will package the update and submit it to DHHS’ IT for deployment on the DHHS test site. DHHS, in conjunction with Rushmore, will test the updates on DHHS’ test site. Upon approved user acceptance testing (UAT), DHHS will deploy the update to their production system.</p>
TEC-7	Describe any impact on customizations made to the solution for upgrades and maintenance processes. DHHS requires minimum downtime and impact to the users.
	<p>When an update or maintenance patch have been approved through UAT, Rushmore will package the update/patch and submit to DHHS IT via a secure site. DHHS IT will be provided with specific instructions on how to retrieve the package and the necessary steps to install. Once this information has been provided, DHHS IT will follow internal processes and procedures for installation on the QIDS production environment. Given the QIDS will be hosted on state servers, Rushmore will have no control over the downtime or impact to users when upgrades are installed on the QIDS production site. In Rushmore’s experience, once an update/patch has been supplied to the state’s IT for deployment, they take a matter of minutes to install. This is due to the fact that each update/patch has gone through rigorous testing prior to deployment. We recommend DHHS IT complete the install outside of normal business hours of 8a – 5p.</p>
TEC-8	Describe any redundancy built into the proposed solution to limit any downtime in the proposed solution.
	The QIDS will be hosted on the State of Nebraska servers and would rely on the redundancy built into that environment.
TEC-9	Describe how the proposed solution has the ability to share data securely, including importing and exporting of data to/from other application software tools, such as a Microsoft Excel file, XML, comma separated value (csv) file, etc.

Req #	Requirement
	<p>This is a core feature. The QIDS will allow users the ability to copy data produced via the reporting module to copy that data to other application software tools such as Word or Excel. Only QIDS users with the appropriate security roles have the ability to access and run reports. Data from other systems can be imported into the QIDS via interchange tables. The QIDS evaluates the interchange data and imports as needed. There is no mechanism within QIDS to import data from external sources. QIDS will allow other systems to import data into the interchange table.</p>
TEC-10	<p>Describe how the proposed solution has the ability to archive data per the department's required record retention schedules. Describe the method and ability to adjust to changes.</p>
	<p>This is a core feature. The QIDS will archive data that has been input into the system for an unlimited time, thereby meeting DHHS's retention schedules. If DHHS determines data shall be purged from the QIDS, Rushmore will develop a script to remove said data and provide to DHHS for deployment.</p>
TEC-11	<p>Describe how the proposed solution has the ability to provide audit information on all data accessed or changed within the system.</p>
	<p>This is a core feature. The QIDS is configured to audit specific changes to completed reviews and changes made by those with an administrative role. The QIDS is not configured to track all data access or changes. With minor modifications the QIDS will be compliant with this requirement. To assist with data integrity and confidentiality, users of the QIDS only have access to components as defined by user roles. For example, a QIDS user assigned as a reviewer does not have the ability to update system functionality and a provider staff does not have access to statewide data.</p>
TEC-12	<p>Describe how the proposed solution allows multiple users to use the software applications and database concurrently. An initial minimum of 2000 users are estimated.</p>
	<p>This is a core feature. The QIDS will allow for concurrent access by multiple users. If an authorized user is performing work on a specific file review or provider review, the QIDS will inform other authorized users that the review is in use and therefore locked. The banner will display a message that the review is in use / locked and identify the system user who has the review open for editing. There is no limit on the number of concurrent users.</p>
TEC-13	<p>Describe how the proposed solution is scalable and flexible enough to accommodate any changes required by the state and/or federal statute, mandate, decision or policy. Describe any capabilities that allow the DHHS staff the ability to modify data fields.</p>

Req #	Requirement
	<p>This is a core feature. The QIDS will be structured to allow system users, with appropriate security roles, to update portions of the system to accommodate required changes. Authorized users can update the questions as needed to confirm that the appropriate information is being gathered, update parameters within data reports, and assign new users to the system.</p> <p>Changes to the system that require “behind the scenes” programming will be conducted by Rushmore as part of the initial maintenance agreement included with the initial contract with Liberty and subsequent ongoing maintenance agreements.</p>
TEC-14	<p>If an electronic document management system is needed, provide a description of the proposed document system and how it is able to support multiple objects such as pictures, documents, PDF file, etc.</p>
	<p>This is a custom feature. This feature will require a ground up development; however, Rushmore has started the configuration process for our system to allow for a document repository and will include this feature in the QIDS implemented for DHHS.</p>
TEC-15	<p>Describe how the proposed solution has the ability to generate reports and ad hoc queries without performance impact to user access or system response time.</p>
	<p>This is a core feature. The QIDS will be configured with DHHS and Liberty’s input to generate the necessary reports for continuous data review and quality management. When DHHS or Liberty identifies additional reports are needed, Rushmore will work to develop the report, provide to DHHS for testing, and provide the necessary script to DHHS’ technology department for deployment to the live system.</p> <p>Liberty will also be performing advanced analytics outside of the QIDS. As a result, these analyses and reports will not have a performance impact to user access or system response time.</p>
TEC-16	<p>Describe how the system stores multiple objects such as pictures, documents, PDF files, etc.</p>
	<p>This is a custom feature. This feature will require a ground up development however Rushmore has started the configuration process for our system to allow for a document repository.</p>

Standards Requirements

DHHS currently operates the agency's computer system in compliance with many technology and operational standards. These standards originate from internal development, industry best practices and governmental mandates. Describe how all applications provided by the bidder operate in compliance with these standards and practices.

Req #	Requirement
STN-1	Describe what industry standard browsers are supported by the solution. If the system requires additional components, describe the technical details of those components. Please describe how solution may be accessed across the state via web-based portal.
This is a core feature. The QIDS will be supported by Internet Explorer. Once the system has been deployed on the state's web-based portal, all users with a login and password have system access.	
STN-2	If the proposed solution requires any DHHS data to be stored off-site (including data "in the cloud") describe how the data is stored in federally compliant data centers residing within the continental United States of America, and if needed, follows HIPAA standards.
The QIDS will be stored on the state's servers.	
STN-3	Describe how the proposed solution maintains that all data contained within the system is the property of DHHS, and that DHHS will retain the exclusive rights of use now and in perpetuity.
This is a core feature. The QIDS will be configured to meet the needs of DHHS. Once it has been configured, the system becomes the property of DHHS, and Rushmore will continue to provide support to maintain the system per the maintenance agreement. DHHS and the State of Nebraska will maintain ownership of all source codes.	
STN-4	Describe how the proposed solution complies with accessibility requirements described in 45 CFR 85 and with State of Nebraska accessibility requirements located at https://nitc.nebraska.gov/standards/2-101.pdf
This is custom. The QIDS will require design and customization to meet the standards identified in the 2-101 Accessibility Policy. DHHS will have the ability to extract the data requested by a person with a disability and provide the data and information in a format that meets the person's needs. This functionality would require a timeframe longer than the six-month implementation plan.	
STN-5	Describe how the proposed solution complies with digital signature requirements described in the Nebraska Digital Signatures Act. Refer to http://www.sos.ne.gov/rules-and-regs/regsearch/Rules/Secretary_of_State/Title-437.pdf for definition and standards in Nebraska.

Req #	Requirement
	The QIDS will not use digital signatures.
STN-6	Describe how the proposed solution conforms to the sub-parts of Section 508 of the Americans with Disabilities Act (ADA), and any other appropriate state or federal disability legislation. Refer to http://www.ada.gov/508/ .
	DHHS will have the ability to extract the data requested by a person with a disability and provide the data and information in a format that meets the person's needs.
STN-7	Describe how the proposed solution is consistent with all HIPAA and other statutory, regulatory and policy requirements as defined and adopted by DHHS. Refer to http://dhhsemployees/sites/ls/HIPAA/Policies/Forms/AllItems.aspx for policies and standards.
	This is a core feature. The QIDS application is developed to meet HIPAA standards whenever applicable. The application web server and data storage would be hosted on DHHS hardened servers and intranet. Public-facing access for providers will follow DHHS standards. QIDS requires the use of SSL/TLS certificate and HTTPS for client-browser access. Rules for strong passwords, account activity auditing, application inactive time-out, and least-privilege role-based user security are part of QIDS. Required password changes, inactive account expiration, and password re-use rules would be configured and delivered. If a determination is made that encryption-at-rest is required for implementation, encryption would be achieved through the DBMS – Microsoft SQL Server's Transparent Data Encryption (TDE) or Cell Level (Column) Encryption.
STN-8	If the solution requires client software to be installed, describe how the proposed solution assures that all software used for the solution can be distributed, installed and configured in an unattended "silent" manner.
	The QIDS will not require client software to be installed.
STN-9	Current DHHS policies prevent users from making administrative changes and downloading software locally to a State-owned PC. Describe how the proposed solution supports this policy.
	The QIDS will not require client software to be installed. As the QIDS will be housed on Nebraska servers the system will be accessible through the intranet/internet. Users will not be required to download any additional software to their local machine.
STN-10	Current DHHS policies recommend not storing any data locally in the event that a user's desktop PC needs to be reimaged (which deletes locally stored data). Describe how the proposed solution supports this policy.

Req #	Requirement
	<p>This is a core feature. The QIDS will be stored on the state's servers. The system allows a user to query data from the system in the form of reports which can be stored on their local desktop; however, the original data remains housed within the system. If a user's desktop is reimaged, the data that may be lost remains stored within the system for access.</p>
STN-11	Describe the solution's report design tools and output formats.
	<p>This is a core feature. The QIDS uses ASPX pages for reporting.</p> <p>The QIDS will allow the user the ability to report data based on report criteria contained within the report module. Once the user has determined/selected their criteria and have ran the report they can print the report or copy the data and export to MS Word or Excel.</p>
STN-12	Describe how the proposed solution maintains licensed software, including all third-party software, no more than two supported versions behind the latest release, and updated with latest security patches.
	This is a core feature. Rushmore maintains software no more than two supported versions behind the latest release.
STN-13	Describe how the proposed solution ensures that all access to any State-hosted device is provided using agency-provided methodology.
	<p>This is a core feature. The application will run on state-hosted web and db servers within the state's current intranet infrastructure. The application requires that both internal and public-facing traffic be over HTTPS, SSL/TSL connections, using certificate(s) provided by and managed by the state. The application does not access other state devices and does not support mobile devices that do not use Internet Explorer 8 through Internet Explorer 11.</p>

Error Handling Requirements

The management of the system requires that all occurrences of errors be logged for review and that critical errors be accompanied by appropriate alerts. Authorized users need to be able to query and review the error log and configure the alerts.

Req #	Requirement
ERR-1	Describe the proposed Error Handling functionality.

Req #	Requirement
	This is custom. The QIDS would need development for this functionality. Rushmore is working on this feature and will implement within the QIDS in the six-month requirement.
ERR-2	Describe how the proposed solution provides a comprehensive set of edits at the point of data entry to minimize data errors and provide immediate feedback in order for incorrect data to be corrected before further processing (e.g., spell check).
	This is a core feature. The QIDS will be configured to provide a multitude of edits to minimize data errors. Standard edits such as spell check are included with the off the shelf system. Additional edits within the system will be customized to meet the needs of DHHS by system component to ensure quality data. When a customized edit is triggered the system user will receive a pop-up message providing them details specific to the error the system has identified.
ERR-3	Describe how the proposed solution ensures all errors are written and categorized to an error log. Describe how the bidder's proposed solution allows for a user to view, filter, sort, and search the error log.
	This is custom. The QIDS would need development for this functionality. Rushmore is working on this feature and will implement within the QIDS in the six-month requirement.
ERR-4	Describe how the proposed solution allows for user-defined alerts of errors, including those to external communication mechanisms (e.g., e-mail and text messaging).
	During the QIDS configuration, DHHS will define what error alerts will be encoded within the QIDS. When a pre-defined error has occurred, the user will receive a pop-up message on the QIDS screen describing the error and the step they must take. If DHHS identifies or defines additional alerts this will require an update/patch to be completed by Rushmore and sent through described processes. QIDS is currently not configured to supply alerts outside of the QIDS Message Center. The QIDS could be configured to generate emails; however, this will be dependent on DHHS' security policies.
ERR-5	Describe how the proposed solution provides for the generation of standard and customizable error reports.
	This is custom. The QIDS would need development for this functionality. Rushmore is working on this feature and will implement within the QIDS in the six-month requirement.
ERR-6	Describe how the proposed solution includes a comprehensive list of error messages with unique message identifiers.
	This is custom. The QIDS would need development for this functionality. Rushmore is working on this feature and will implement within the QIDS in the six-month requirement.

Req #	Requirement
ERR-7	Describe how the proposed solution displays errors to the user/operator in real-time whenever an error is encountered. This is a core feature. The QIDS will be configured to provide a multitude of edits to minimize data errors. Standard edits such as spell check are included with the off the shelf system. Additional edits within the system will be customized to meet the needs of DHHS by system component to assure quality data. When a customized edit is triggered the system user will receive a pop-up message providing them details specific to the error the system has identified. Prior to being able to save the input data in the system the user will be required to address/correct the error.
ERR-8	Describe how the proposed solution has the ability to suppress error messages based upon user-defined criteria. This is custom. The QIDS would need development for this functionality. Rushmore is working on this feature and will implement within the QIDS in the six-month requirement. DHHS will have to define the error messages that will be required to be suppressed without inhibiting the functionality of the QIDS and user ability to continue to navigate the module they are working in.

Database/Data Management Requirements

DHHS requires the benefits inherent with a Relational Database Management System (RDBMS). The accessibility, flexibility and maintainability achieved through normalized data structures are essential to achieving the business objectives outlined in this RFP.

Req #	Requirement
DBM-1	Describe the proposed Database architecture. Indicate what database software (DBMS) is used by the proposed application. This is a core feature. QIDS uses Microsoft SQL Server.
DBM-2	Describe the proposed Database Warehouse solution, if applicable. Not applicable.
DBM-3	Describe how the proposed solution is built upon an integrated data model, such as a RDBMS, with referential integrity enforced. Describe the integrated data model.

Req #	Requirement
	This is a core feature. QIDS uses Microsoft SQL Server. The QIDS uses several support tables that can only be maintained by administration users. The support tables assure data integrity. The entity relationship diagram cannot be fully executed until a final determination has been made on the specific QIDS modules that will be configured.
DBM-4	Describe how the proposed integrated data model has the capability to support triggers, stored procedures, alerts, user-defined functions and data types, and system-defined functions and data types.
	These are core features. QIDS uses Microsoft SQL Server. The QIDS is built using stored procedures and user-defined functions.
DBM-5	Describe how the proposed RDBMS has native-DBMS support of XML.
	This is a core feature. Microsoft SQL Server supports XML.
DBM-6	Describe how the proposed solution allows changes to be made available immediately on-line.
	This is a core function. Support tables are tables that contain the values that are seen by QIDS users in dropdowns, review component elements and questions and other lists that are auto-populated when the review protocol is initiated. Most of these lists can be maintained by users that have been designated as administrative in nature. Business rules are in place to maintain data integrity. When the admin user makes a change to a support table this change is available immediately. To assist with data integrity, sometimes changes are implemented the following day assuring QIDS users are using the same support tables throughout an entire review day.
DBM-7	Describe how the proposed solution facilitates data structure changes to accommodate expanding scope, new services, changing requirements and legislative mandates.
	This is a core feature. The QIDS uses several support tables that can only be maintained by administration users. The support tables assure data integrity. The support tables can be updated as federal or state mandates are implemented.
DBM-8	Describe the proposed standard Software Development Life Cycle (SDLC) for deploying software. Describe bidder's process for planning, creating, testing and deploying bidder's solution.
	This is a core feature. As previously noted, Rushmore will utilize an internal secure site for development of the QIDS which will also be utilized by DHHS staff for UAT. Upon successful UAT, the QIDS will be provided to DHHS' IT for deployment to its test site and then to the QIDS production site. This process will continue as updates and upgrades are completed for continual QIDS improvements.

Req #	Requirement
DBM-9	Describe how the proposed solution provides the flexibility to extract and load data into standard non-proprietary software formats. This is a core feature. QIDS uses Microsoft SQL Server. The Information and Technology department has access to the database thus allowing them to extract as needed and load to other formats.
DBM-10	Describe how the proposed solution maintains an automated history of all transactions, including, but not limited to: date and time of change, "before" and "after" data field contents, and operator identifier or source of the update. This is a core feature. The QIDS will audit specific components within the system but not all data accessed and by whom. With minor modifications, the QIDS will be compliant with this requirement and audit accessed data as well as changes to data. Additionally, the QIDS will allow users to only access portions of the system corresponding to the securities associated with their designated system role.
DBM-11	Describe how the proposed software database conforms to the Open Database Connectivity Standard (ODBC). The current QIDS is not configured to utilize ODBC, however, it would take minimal effort to complete if DHHS requires completion. As this would not take substantial work or ground up development, this is considered a core feature.
DBM-12	Describe how the proposed solution is compliant with the Structured Query Language. This is a core feature. QIDS uses Microsoft SQL Server which is compliant with SQL.
DBM-13	Describe how the proposed solution provides utilities or other tools for administrative Users to evaluate data relationships between tables. This is a core feature. QIDS uses Microsoft SQL Server. Rushmore will provide a data dictionary to DHHS for their dissemination to identified staff.
DBM-14	Describe how the proposed solution provides a diagnostic tool or utility to identify contaminated and corrupt files and locate the contamination within the file. This is a core feature. QIDS uses Microsoft SQL Server. The QIDS has some data integrity checking which will be expanded upon final implementation of the QIDS and based upon identified need.

Backup and System Recovery Requirements

DHHS requires the ability to create backup copies of the software and to restore and use those backup copies for the basic protection against system problems and data loss. This requirement refers to all application system files, data files, and database data files. The proposed solution should provide a comprehensive and easily manageable backup and recovery process that is responsive to DHHS needs.

The proposed solution should identify and implement a system recovery plan that ensures component failures do not disrupt services. The plan should be completed, implemented, and tested prior to system implementation.

The solution should specify all needed hardware, software, and tools, and the plan should clearly define all roles, responsibilities, processes, and procedures. The solution should be sufficiently flexible to integrate with existing DHHS capabilities and accommodate future changes.

Req #	Requirement
BKP-1	Describe the proposed Backup and System Recovery plan and readiness. Describe the service level agreement on returning the solution to service from a backup. Describe the proposed backup retention schedules – daily, weekly, monthly, quarterly, etc.
	We propose that the QIDS be hosted on the State of Nebraska servers. As a result, the backup and system recovery plan and readiness would be specific to the current protocols that DHHS operates within.
BKP-2	Describe the proposed Disaster Recovery Plan. Describe the service level agreement on returning the solution back to operational service.
	The QIDS will be hosted on the State of Nebraska servers.
BKP-3	Describe how backups of the proposed solution are able to be scheduled without user intervention and without interruption to the system.
	We propose that the QIDS be hosted on the State of Nebraska servers. As a result, the backup schedule would be dictated by the protocols used with the State servers.
BKP-4	Describe how the proposed solution provides testing and validation processes for all of the backup requirements listed previously (BKP-1, BKP-2, and BKP-3).
	We propose that the QIDS be hosted on the State of Nebraska servers. We will plan to collaborate with the Department on the testing and validation process for the outlined backup requirements
BKP-5	If there is a backup failure or downtime, describe the proposed method and timing of communication to DHHS.

Req #	Requirement
	We propose the QIDS be hosted on the State of Nebraska servers. We will collaborate with the Department on the backup process, including communication due to backup failure or downtime.

Security and Audit Requirements

Req #	Requirement
SEC-1	<p>Describe the proposed security safeguards integrated into bidder's application and how these safeguards address DHHS security. Refer to DHHS Information Technology (IT) Access Control Standard (DHHS-2013-001-b) for specific requirements:</p> <p>http://dhhsemployees/Policy%20Documents/DHHS-IT-2018-001B%20Access%20Control.pdf</p>
<p>This is a core feature. QIDS requires use of SSL/TSL connections from client browser. Rules for strong passwords, account activity auditing, application inactive time-out, and least-privilege role-based user security are part of QIDS. Required password changes, inactive account expiration, and password re-use rules would be configured and delivered. If a determination is made that encryption-at-rest is required for implementation, encryption would be achieved through the DBMS – Microsoft SQL Server's Transparent Data Encryption (TDE) or Cell Level (Column) Encryption.</p>	
SEC-2	<p>Describe how the proposed solution complies with Federal, State, and division-specific security requirements including but not limited to:</p> <ul style="list-style-type: none"> • Health Insurance Portability and Accountability Act (HIPAA) of 1996 • Health Information Technology for Economic and Clinical Health Act (HITECH) of 2009 • Nebraska Electronic Signature Statute http://www.nebraskalegislature.gov/laws/statutes.php?statute=86-611 • Privacy Act of 1974 • 45 CFR 85 Security standards for PHI • Office of the National Coordinator's Nationwide Privacy and Security Framework for Electronic Exchange of Individually Identifiable Health information https://www.healthit.gov/sites/default/files/nationwide-ps-framework-5.pdf <p>Refer to the Nebraska DHHS Information Systems and Technology Security Policies and Standards for more information (http://dhhsemployees/Policy%20Documents/DHHS%20-%20HR%20-%20Information%20Technology%20(IT)%20Security%20Policies%20and%20Standards.pdf).</p>

Req #	Requirement
	<p>This is a core feature.</p> <ul style="list-style-type: none"> • HIPAA, HITECH, CMS-Medicaid: QIDS requires use of SSL/TSL connections from client browser. Rules for strong passwords, account activity auditing, application inactive time-out, and least-privilege role-based user security are part of QIDS. Required password changes, inactive account expiration, and password re-use rules would be configured and delivered. If a determination is made that encryption-at-rest is required for implementation, encryption would be achieved through the DBMS – Microsoft SQL Server’s Transparent Data Encryption (TDE)/Cell Level (Column) Encryption. • Nebraska Electronic Signature Statute: QIDS does not use electronic signatures. • 45 CFR 85, Privacy Act: QIDS collects only the minimum PII/PHI needed for the purpose of completing a review. Alternatively, QIDS can be configured to not collect PII/PHI depending on DHHS requirements for the review. • Security Framework for Electronic Exchange of PII/PHI: Individuals will not be accessing QIDS directly to view their own PII/PHI. Consumer/client requests to view PII/PHI would be channeled through Liberty, DHHS or Providers.
SEC-3	<p>Describe how the proposed solution meets the DHHS requirements for unique user ID access. Including but not limited to:</p> <ul style="list-style-type: none"> • Specification on configuration of the unique user ID. • How the unique user ID is assigned and managed. • How the unique user ID is used to log system activity. • How the system handles the creation of duplicate user ID accounts.
	<p>This is a core feature. The QIDS will require each user to have a unique user ID and password to access the system. System users, with the appropriate security role, have the ability to create and manage user IDs. The system will not allow the creation of duplicate user ID accounts. Rushmore will work with DHHS to create user IDs during the development and configuration of the QIDS for users known to DHHS that will require system access.</p>

Req #	Requirement
SEC-4	<p>Describe how the proposed solution meets the DHHS standard for administering passwords:</p> <ul style="list-style-type: none"> • Initial Password assignment. • Strong Password Requirements. • Password reset process. • Password expiration policy. • Password controls for automatic lockout access to any user or user group after an administrator-defined number of unsuccessful log-on attempts.
<p>This is a core feature. The QIDS will require the user to have a unique user ID and password. Rushmore will work with DHHS to create user IDs and passwords during the development and configuration of the QIDS for users known to DHSS that will require system access. The system will require each user to update and change their assigned password the first time they access the system.</p> <p>Additionally, the system will require users to follow the password standards established by DHHS to include at least one UPPER CASE alpha character, one lower case alpha character, one numeric value, and one special character that are minimally eight characters in length. The system will require system users to update their password every 60 days and will disable a user’s account after three unsuccessful logon attempts. System users with the appropriate assigned security roles will have the ability to inactivate a system user at any time determined necessary as well as reset a user password.</p>	
SEC-5	<p>Describe how the proposed solution meets the requirements for unique system administration access. Include:</p> <ul style="list-style-type: none"> • Specification on configuration of the unique system administration ID. • How the unique system administration ID is assigned and managed. • How the unique system administration ID is used to log system activity.
<p>This is a core feature. The QIDS is a security role-based system. Only those users identified as being a system administrator will have access to the security features associated with said role. Upon configuration of the QIDS, DHHS will be required to determine those staff who will be assigned the administration role. Rushmore will import the identified users as part of the configuration and deliverable. As previously described, the QIDS will audit changes including the ID of the user making the change. EC-6</p>	

Req #	Requirement
SEC-6	<p>Describe how the proposed solution meets the requirements for unique database administration access. Include:</p> <ul style="list-style-type: none"> • Specification on configuration of the unique database administration ID. • How the unique database administration ID is assigned and managed. • How the unique database administration ID is used to log system activity.
<p>This is a core feature. The QIDS is a security role-based system. Only those users identified as being a system administrator will have access to the security features associated with said role. Users with the QIDS system administration role can view the application activity logs (audit). Database administration at the RDMS level will be managed by the state and state-designated database administrators.</p>	
SEC-7	Describe how the proposed solution supports the use of multi-factor authentication.
<p>QIDS does not support multi-factor authentication.</p>	
SEC-8	Describe any security processes for managing security updates, and integrated components subject to vulnerability, including anti-virus.
<p>The QIDS will be hosted on the State of Nebraska servers thus making security updates the responsibility of the State of Nebraska.</p>	
SEC-9	Describe how the proposed solution provides the ability to maintain a directory of all personnel who currently use or access the system.
<p>This is a core feature. The QIDS will provide DHHS a component within the system which will display all users who have been assigned a user ID and password for the system. As previously noted, adding a user to the system is limited to those who have the appropriate security roles for this function. This allows DHHS another level of security within the QIDS.</p>	
SEC-10	<p>The State of Nebraska requires authentication and authorization of users through an enterprise directory known as the Nebraska Directory Services (NDS) to access web-based applications. Describe how the proposed solution will integrate NDS authentication.</p> <p>Refer to the Nebraska Information Technology Commission Security Architecture – Passwords (8-302) for specific requirements: https://nitc.nebraska.gov/standards/8-302.pdf</p>

Req #	Requirement
	<p>This is a core feature. If application forms authentication is not used, the application has the option to read the Windows client user ID and verify it is a valid user ID in the QIDS internal security table.</p>
SEC-11	<p>Describe how the proposed solution provides rule-based security and allows restricted access to system features, function, screens, fields, database, etc. Role authentication may occur at the directory level, application level, or database level (depending on database solution). Describe the security administration functions integrated into the proposed system that manage role-based access to system functions, features, and data. Include a description of:</p> <ul style="list-style-type: none"> • How and where the proposed system stores security attributes or roles (e.g., LDAP attributes, database tables, a file). • The interface between the LDAP and the application, if roles are assigned in an LDAP directory. • How roles are created and security is applied to the role based on how and where security attributes are stored (if multiple options describe each). • How groups are defined and how roles and security are applied to each group. • How access limits are applied to screens and data on screens by role or group. • How users are created and assigned to one or more roles or groups. • How role and group creation and assignment activity is logged.
	<p>This is a core feature. QIDS uses internal security roles to limit access to pages, records or individual controls on pages by using internal tables to store users and roles. The tables are maintained in a user maintenance module which are only accessible to administrator users. During the configuration of the QIDS, DHHS will have the ability to complete a table thus allowing import of all known users at the state and provider levels. After the initial configuration process, as additional users are required to be added to the QIDS, users with the assigned security will be able to add new users to the system. If new QIDS roles are determined necessary after the initial configuration process this will require a work plan to be developed and approved by all three parties. The QIDS does not require utilization of LDAP.</p>
SEC-12	<p>Describe how the = proposed solution automatically disconnects based upon inactivity, as required by DHHS Policies and Procedures. Describe how the feature is administered and what effect disconnect has on any activity or transaction in process at the time of disconnection.</p> <p>Refer to DHHS Securing Hardware and Software Standard (DHHS-2018-001-A) for specific requirements.</p> <p>http://dhhsemployees/Policy%20Documents/DHHS-IT-2018-001A%20Securing%20Hardware%20and%20Software%20Standard.pdf</p>

Req #	Requirement
	<p>This is a core feature. The QIDS is configured to disconnect the user from the program after 25-minutes of inactivity. Upon disconnection the user is required to login to resume system access. Any information the user had not saved at the time of disconnection will need to be re-keyed.</p>
SEC-13	<p>Describe how the = proposed solution protects Confidential and Highly Restricted Data from unauthorized access during transmission. Describe transmission safeguards that are integrated into the proposed system to protect data during transmission, including any encryption technology.</p> <p>Refer to DHHS Information Technology (IT) Security Policy (DHHS-2013-001) for specific requirements: http://dhhsemployees/Policy%20Documents/DHHS-IT-2018-001%20Security%20Policy.pdf</p>
	<p>This is a core feature. QIDS requires the use of SSL/TSL. The QIDS is configured to not allow access to the system without the use of SSL/TSL. If a user attempts to access the system without SSL/TSL access is denied.</p>
SEC-14	<p>Describe how the = proposed solution provides System Auditing functions, including but not limited to:</p> <ul style="list-style-type: none"> • The user ID of the person who made the change. • The date and time of the change. • The physical, software/hardware and/or network location of the person while making the change. • The information that was changed. • The outcome of the event. • The data before and after it was changed, and which screens were accessed and used. <p>Refer to DHHS Information Technology (IT) Audit Standard (DHHS-2018-001-F) for specific audit requirements: http://dhhsemployees/Policy%20Documents/DHHS-IT-2018-001F%20IT%20Auditing%20Standard.pdf</p>
	<p>This is a core feature. The QIDS audits changes as follows:</p> <ol style="list-style-type: none"> 1) The user ID is recorded; 2) The date and time of the change is recorded; 3) A description of the change is recorded; <p>The QIDS does not record the physical, software/hardware and/or network location.</p>

Req #	Requirement
SEC-15	<p>If the proposed system processes Confidential and Highly restricted Data, describe the auditing functions for all data that is accessed and viewed, regardless of whether the data was changed. Describe the auditing functions which should include but is not limited to:</p> <ul style="list-style-type: none"> • The user ID of the person who viewed the data. • The date and time of the viewed data. • The physical, software/hardware and/or network location of the person viewing the data. • The information that was viewed. <p>Refer to DHHS Information Technology (IT) Audit Standard (DHHS-2018-001-F) for specific audit requirements: http://dhhsemployees/Policy%20Documents/DHHS-IT-2018-001F%20IT%20Auditing%20Standard.pdf</p>
<p>This is a core feature. QIDS provides auditing of the viewing of records but does not meet all the functions described above. The QIDS audits and records users who have viewed a review but does not record each specific piece of information that was viewed or other system components.</p>	
SEC-16	<p>If the proposed solution has the ability to override edits, describe how the solution audits all overridden edits and identifies information including, but not limited to, the login ID, date, and time.</p>
<p>This is a core feature. If needed by DHHS, the QIDS can be configured to allow admin users to override edits.</p>	
SEC-17	<p>Describe how the proposed solution produces daily audit trail reports and allows inquiries, showing updates applied to the data.</p>
<p>This is a core feature. QIDS provides viewing of audit history of individual reviews and will provide daily audit trail reports and inquiry.</p>	
SEC-18	<p>Describe how the proposed solution provides an auto archive/purge of the log files to prevent uncontrolled growth of the log and historical records storage using administrator-set parameters.</p>
<p>This is a core feature. The QIDS will purge application log files using administrator-set parameters. We propose to have the SQL RDBMS database log files managed by the state Database Administrator (DBA).</p>	
SEC-19	<p>Describe how the proposed solution supports encryption of data at rest or an equivalent alternative protection mechanism. Describe the proposed encryption of data. If data is not encrypted, describe in detail compensating controls.</p>

Req #	Requirement
	This is a core feature. When encryption at rest is required, QIDS uses Microsoft SQL Server's Cell Level (Column) Encryption, or Transparent Data Encryption (TDE) at the database level. The encryption key management for SQL Server involves both Rushmore and State DBA.
SEC-20	Describe how the proposed solution incorporates any system or network infrastructure into the solution.
	This is a core feature. QIDS will rely on state infrastructure and intranet/internet networking, Microsoft IIS web server, and Microsoft SQL Server.
SEC-21	Describe how the proposed solution adheres to the principle of "Fail Safe" to ensure that a system in a failed state does not reveal any sensitive information or leave any access controls open for attacks.
	This is a core feature. At the application level, QIDS is programmed to use a global application error handler and routes all errors to a generic error page. At the web server level, the site is also configured to not send error details to the browser and to route HTTP errors to a generic error page.
SEC-22	Describe how the proposed solution is configurable to prevent corruption or loss of data already entered into the solution in the event of failure.
	This is custom. QIDS does not use application (.Net) or SQL Server database transactions and does not have roll-back capability if a data update fails. In the event of a failed update there is the potential for a single user to lose the most recent work. QIDS relies on the SQL Server database backup plan implemented by the state DBA for catastrophic failure. If a daily differential or transaction log backup schedule is used, the database can be restored to a point in time during the day.
SEC-23	Describe how the proposed solution, upon access, displays a message banner indicating that this application is only to be accessed by those individuals who are authorized to use the system.
	This is a core feature. The QIDS will display a banner on the system login screen.
SEC-24	Describe how the proposed solution, prior to access of any Confidential or Highly Restricted Data, displays a configurable warning or login banner (e.g. "The solution should only be accessed by authorized users"). In the event that a solution does not support pre-login capabilities, describe how the solution displays the banner immediately following authorization.
	This is a core feature. The QIDS will display a banner on the system login screen.

Req #	Requirement
SEC-25	Describe how the proposed solution recognizes Confidential and Highly Restricted information in screens, reports and views (i.e. PHI and SSN). Restrict distribution and access based upon system security settings and roles. Include warnings on printed and viewed reports.
This is a core feature. The QIDS will display a banner on the report function as well as prior to printing reports.	
SEC-26	Describe how the proposed solution alerts staff authorities identified by DHHS of potential violations of security and privacy safeguards. Incidents that involve or could potentially involve Confidential or Highly Restricted data must be reported immediately as defined in DHHS Policy DHHS-2013-001-E DHHS IT Incident Management Standard.
This is a core feature. The application has the capability to record failed sign-on attempts and attempts to sign-on concurrently with the same user ID. The activity log can be searched and viewed by an application admin; however, an email notification process would need to be programmed to provide immediate alerts to designated staff.	
SEC-27	Describe how the proposed solution provides the capability to monitor events on the information system, detects attacks, and provides identification of unauthorized use of the system.
This is a core feature. The application has the capability to record failed sign-on attempts and attempts to sign-on concurrently with the same user ID. The activity log can be searched and viewed by an application admin.	
SEC-28	Describe how the proposed solution provides a process for archiving and/or destroying data and sanitizing storage media in conformance with DHHS and Division data governance policies and subject to applicable HIPAA, and federal (e.g., Federal Information Processing Standards (FIPS), National Institutes of Standards and Technology (NIST), and State laws.
This is a core feature. The QIDS will be configured with a solution to archive and/or destroy data. As the application will be hosted on state hardware, Rushmore will not have the ability to sanitize storage media and will rely on the state to complete this function.	
SEC-29	Describe how the proposed solution provides the capability to identify and report on unauthorized attempts to access information in the system, based on user-defined criteria.
This is a core feature. The application's role-based security prevents unauthorized access to information or reports. In addition, the application has the capability to log the event when data is viewed or a report is run. The application has the capability to record failed sign-on attempts and attempts to sign-on concurrently with the same user ID. The activity log can be searched and viewed by an application admin.	
SEC-30	Describe how the proposed solution has defined and deployed strong controls (including access and query rights) to prevent any data misuse, such as fraud, marketing or other purposes.

Req #	Requirement
	This is a core feature. QIDS uses role-based security to ensure that only users with the appropriate role can add, modify, delete, search, or report on information in the database.
SEC-31	Describe how the proposed solution supports logging to a common audit engine using the schema and transports specified by DHHS. Describe how the solution exports logs in such a manner as to allow correlation based on time (e.g. Coordinated Universal Time [UTC] synchronization).
	This is custom. The QIDS solution does not support logging to a common audit engine, and does not export logs but an application admin has the ability to search the activity audit tables, sorted by event date-time (local date format, not converted to UTC).
SEC-32	Describe how the proposed solution supports removal of a user's privileges without deleting the user from the solution to ensure a history of user's identity and actions.
	This is a core feature. QIDS allows for the deactivation of users. Deactivated users cannot access the system, but all audit information is retained.

System and User Documentation Requirements

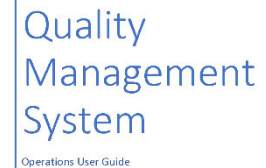
DHHS requires the awarded bidder to develop, electronically store and distribute system documentation to include, at a minimum:

- User Manuals
- System Documentation
- A complete Data Dictionary

The awarded bidder should provide a complete Data Dictionary. The Data Dictionary is to include definitions of all data elements and tables where they reside.

A sample copy of all user manuals should be included in the bidder's response to the RFP. Electronic format is preferred.

Req #	Requirement
DOC-1	Describe how the proposed solution provides on-line Help for all features, functions, and data element fields, as well as descriptions and resolutions for error messages, using help features including indexing, searching, tool tips, and context-sensitive help topics. Describe how the solution provides context-sensitive on-line help features/functionality. This is a core feature. The QIDS will provide a Help Guide for each developed component within the system. Each Help Guide is customized to provide the user with information on the specific component and is available as an on-screen PDF document or may be printed by the user. The Help Guide button exists on each component screen.
DOC-2	Describe how the proposed solution provides an on-line User Manual with a printable version available. The documentation should include full mock-ups of all screens/windows and provide narratives of the navigation features for each window/screen. This is a core feature. The QIDS will provide a Help Guide, customized for each component within the QIDS, that is available as an on-screen PDF document that may be printed by the user. The Help Guides will be created during the development phases of the QIDS and provided to DHHS for review and subsequent approval. A sample mock-up of the User Manual can be found in Appendix 6.



Req #	Requirement
DOC-3	Describe how the proposed solution will have on-line Reporting Manual with a printable version available that includes descriptions, definitions, and layouts for each standard report. Include definitions of all selection criteria parameters and each report item/data element, all field calculations defined in detail, and field and report titles.
	This is a core feature. The QIDS will provide a Help Guide for each developed component within the system. Each Help Guide is customized to provide the user with information on the specific component and is available as an on-screen PDF document or may be printed by the user. The Help Guide button exists on each component screen. Each report that is configured for the QIDS will have a report description associated with it on the reports page.
DOC-4	Describe how the proposed solution provides DHHS a comprehensive on-line Installation and Technical System Operation manual with a printable version available.
	This is a core feature. The QIDS will provide an on-line Help Guide for users with the security roles for installation and operations.
DOC-5	Describe how the proposed solution provides an entity-relationship model, class diagram and a table of contents with data dictionary for report creation by the State that is regularly updated and includes table, field, and relationships.
	This is custom. The QIDS does not provide for user level report creation. To preserve the system programming reports are typically developed by Rushmore for testing and approval by the client and upon approval applied to the production system. The state DBA and Liberty would be granted access for direct queries on the database and Rushmore would provide entity-relationship model.
DOC-6	Describe how the proposed solution provides a data dictionary which includes user-defined fields and tables which can be viewed online and kept updated for each modification.
	This is a core feature. The QIDS will contain an on-line Help Guide providing user-defined fields and tables. Rushmore works to maintain this document to correspond to each system update that is completed.

Training Requirements

This section presents the overall training requirements that apply to the software. They are not specific to any technology or platform.

Req #	Requirement
TRN-1	Describe how the proposed solution develops and provides training material to DHHS for initial training and updates to training material for ongoing training on enhancements and changes made to the system. The content of these materials should be consistent with the on-line Help, User Manual, Reporting Manual and Operating Procedures.
This is a core feature. Trainings and manuals specific to each component of the QIDS will be developed as the system is configured.	
TRN-2	Describe the proposed solution training plan. This plan should provide both initial and ongoing training. The awarded bidder is encouraged to use a combination of classroom and on-line learning techniques, as appropriate.
This is a core feature. Rushmore and Liberty will provide training to DHHS staff, the DHHS provider network and other stakeholders as defined by DHHS. The training for each group will be component focused and based on security roles identified by DHHS. Training will consist of in-person sessions and webinar sessions as agreed upon completion of the initial configuration. Rushmore and Liberty will provide continued ongoing training throughout the life of the contract at a frequency determined to best meet the needs of DHHS.	

Production, Test and Training Requirements

DHHS requires three separate environments (Production, Test, and Training) in order to operate and maintain the new software on an ongoing basis:

Test Environment – A test environment is required that mirrors the live production environment, including hardware and software. This test environment will be used to test application changes before they are deployed to production. This step is an important part of quality assurance, where all changes are tested to minimize the risk of adverse reactions in the production environment. While it is necessary to mirror all of the functions of the production environment, it is not necessary to maintain the same load capacity.

Training Environment – A training environment is also required that allows DHHS to provide hands-on training to users. This environment would allow DHHS to maintain unique data for use in training and conduct training without interference with the test or production environments. This environment will have occasional use.

Req #	Requirement
PTT-1	Describe how the proposed solution supports several environments, i.e., production environment, test environment, and training environment.
	<p>This is a core feature. Rushmore’s plan will include development of the QIDS on a secure server within Rushmore. Upon successful testing of the developed QIDS, the system will be provided to DHHS IT for implementation on the DHHS server. Testing will be conducted to ensure the QIDS continues to function as approved on the Rushmore secure server.</p> <p>Once successful testing has been conducted on the DHHS test site the application will be implemented on the DHHS production server. The Rushmore secure site will be utilized for all initial development as well as requested system enhancements. Rushmore will maintain a duplicate copy of the production system within the secure Rushmore site which will be utilized for training. All data contained within the secure Rushmore environment will be data that is encrypted.</p>
PTT-2	Describe how the proposed solution supports non-production environments such as testing and training environments. Non-production environments should contain de-identified data and not include Confidential or Highly Restricted data.

Req #	Requirement
	<p>This is a core feature. Rushmore’s plan will include development of the QIDS on a secure server within Rushmore. Upon successful testing of the developed QIDS, the system will be provided to DHHS IT for implementation on the DHHS server. Testing will be conducted to assure the QIDS continues to function as approved on the Rushmore secure server.</p> <p>Once successful testing has been conducted on the DHHS test site the application will be implemented on the DHHS production server. The Rushmore secure site will be utilized for all initial development as well as requested system enhancements. Rushmore will maintain a duplicate copy of the production system within the secure Rushmore site which will be utilized for training. The training site will not contain any PII but will have all features of the production system.</p>
PTT-3	<p>Describe how the proposed solution provides the ability to refresh any testing or training environment at the request of DHHS. Describe the refresh process and whether the refresh process can be completed using DHHS resources, or whether the process requires professional services from the bidder.</p>
	<p>As the QIDS will reside on the state server, Rushmore will not have the ability to refresh any testing or training environment. Rushmore will host a training site as previously indicated which will have all features of the production site. If the state determines they will host a training site as well Rushmore will not have the ability to refresh that site.</p>
PTT-4	<p>Describe the proposed test plan practices for any changes to the solution. Describe user test planning including unit testing, end-to-end testing, stress testing, and readiness testing prior to “go live” date.</p>
	<p>This is a core feature. Rushmore will work with DHHS and Liberty to assure the QIDS meets all requirements prior to the go live date. Rushmore will meet with those designated by DHHS and Liberty to develop the QIDS. Upon meeting internal Rushmore testing criteria each component of the QIDS will be available to DHHS representatives for testing. This process will assure the QIDS has been tested end-to-end prior to implementation on the DHHS test site and subsequently the production system.</p>

Interfaces/Imports/Exports Requirements

The proposed software solution is required to be able to interface with other computer systems as necessary.

Req #	Requirement
INT-1	Describe the proposed automated approach to managing interfaces. QIDS will not interface with other applications. Historical DHHS data can be imported into QIDS via interchange tables. Data sets from historical data must match what is configured in QIDS to make the interchange table data successful. If there are differences the data would be able to be entered utilizing direct data entry. There is no mechanism within QIDS to import data from external sources. QIDS will allow other systems to import data into the interchange table.
INT-2	Describe how the proposed solution's interfaces secure and protect the data and the associated infrastructure from a confidentiality, integrity and availability perspective. QIDS will not interface with other applications. Historical DHHS data can be imported into QIDS via interchange tables. Data sets from historical data must match what is configured in QIDS to make the interchange table data successful. If there are differences the data would be able to be entered utilizing direct data entry. There is no mechanism within QIDS to import data from external sources. QIDS will allow other systems to import data into the interchange table.
INT-3	Describe how the proposed solution has the capability to notify System Administrators/ system support staff if an interface is not available for any reason. QIDS will not interface with other applications.
INT-4	Describe how the proposed solution provides necessary APIs and/or Web services to allow DHHS to create interfaces to and from the proposed solution. QIDS will not interface with other applications.
INT-5	If needed, describe how the proposed solution supports data exchanges between components in real-time so that data is always synchronous across the entire solution, including any third-party components. QIDS will not interface with other applications.
INT-6	Describe how the proposed solution has the ability to expand data access to additional systems that are consistent with current data standards.

Req #	Requirement
	QIDS does not provide an interface for external applications. QIDS will not pull data from other systems; however, data from other systems can be imported into QIDS via interchange tables. QIDS would evaluate the interchange table data and import into QIDS as needed. Data may also be entered utilizing direct data entry by QIDS users. There is no mechanism within QIDS to import data from external sources. QIDS will allow other systems to import data into the interchange table.
INT-7	Describe how the proposed solution conducts end-to-end testing with interface partners both external and internal to ensure requirements are met.
	This is a core feature. As previously described, Rushmore will develop the QIDS on a secure internal site. DHHS staff and identified stake holders will have access to the QIDS for UAT to ensure system development has met expectations and requirements. After successful UAT, the QIDS will be deployed on DHHS' test site. It will be determined by DHHS whom will have access to their internal test site and production site. There is no mechanism within QIDS to import data from external sources. QIDS will allow other systems to import data into the interchange table.

System Performance Requirements

This section describes requirements related to the proposed system's on-line performance, response times, and sizing from a system architecture standpoint.

Req #	Requirement
PER-1	Describe the proposed system performance functionality and monitoring tools.
	The QIDS will be hosted on the State of Nebraska servers.

Req #	Requirement
PER-2	<p>Describe the minimum response times for the following functions, even at peak load. For example, expected response time will be within two (2) seconds 95% of the time, and under 10 seconds for 100% of the time.</p> <ul style="list-style-type: none"> • Record Search Time • Record Retrieval Time • Transaction Response Time • Print Initiation Time • Subsequent Page Display Response Time • Document Availability <p>Note: These response times do not include network latency, which will be measured and reported by DHHS.</p>
We propose the QIDS be hosted on the State of Nebraska servers.	
PER-3	<p>Describe how the proposed solution captures system downtimes, along with the causes of the downtimes where applicable. Describe the bidder's proposed method and timing of communication to DHHS on downtimes.</p>
We propose the QIDS be hosted on the State of Nebraska servers.	
PER-4	<p>Describe how the proposed solution supports concurrent users with minimal impact to response time, with the ability to increase the demand on the system by 50% without modification to the software or degradation in performance.</p>
We propose the QIDS be hosted on the State of Nebraska servers. This is a core feature. The QIDS will allow for concurrent access by multiple users. There is no limit on the number of concurrent users.	
PER-5	<p>Describe how the proposed solution is available online 24 hours a day and 7 days a week, 99.9% of the time each month. Describe any known timeframes where the system will be unavailable for use.</p>
This is a core feature. The developed QIDS will be available to authorized users at any time. The QIDS may be unavailable to users when upgrades and enhancements are being deployed. Rushmore will work closely with DHHS and Liberty to schedule these times and at a time when it is least likely users will be utilizing the QIDS, outside of the typical work hours of Monday through Friday, 8:00 a.m. to 5:00 p.m.	
PER-6	<p>Describe how the proposed solution provides application performance monitoring and management capabilities, including any key performance indicators (KPI) or other metrics to measure and report system performance for the proposed system.</p>
We propose the QIDS be hosted on the State of Nebraska servers.	

Data Conversion Requirements

This section describes requirements related to the proposed system's conversion of historical data.

Req #	Requirement
DAC-1	Describe the process for converting all historical data from the Department's existing systems, spreadsheets, and other supporting applications that are required for ongoing operations of the system and the historical reporting needs of the department.
	Historical DHHS data can be imported into QIDS via interchange tables. Data sets from historical data must match what is configure in QIDS to make the interchange table data successful. If there are differences the data would be able to be entered utilizing direct data entry. There is no mechanism within QIDS to import data from external sources. QIDS will allow other systems to import data into the interchange table.
DAC-2	Describe the data conversion plan which includes data element mapping crosswalks, data cleansing, data synchronization for initial and interim conversion activities leading up to the final data conversion, and frequency of interim conversion events and final conversion execution.
	Historical DHHS data can be imported into QIDS via interchange tables. Data sets from historical data must match what is configure in QIDS to make the interchange table data successful. If there are differences the data would be able to be entered utilizing direct data entry. There is no mechanism within QIDS to import data from external sources. QIDS will allow other systems to import data into the interchange table.



B. Corporate Overview

B. Corporate Overview

1. Contractor Identification and Information

The bidder should provide the full company or corporate name, address of the company's headquarters, entity organization (corporation, partnership, or proprietorship), State in which the bidder is incorporated or otherwise organized to do business, year in which the bidder first organized to do business and whether the name and form of organization has changed since first organized.

Company Name	Liberty Healthcare Corporation (Liberty)
Headquarters Address	401 E. City Avenue, Suite 820, Bala Cynwyd, PA 19004
State of Incorporation	Commonwealth of Pennsylvania
Year of Incorporation	1986

Founded in 1986, Liberty Healthcare Corporation (Liberty) is a leading health and human services management company that designs, implements, and manages programs and services throughout the United States. Every day, our staff blend clinical best practice with innovative, collaborative approaches to improve quality and performance. We are recognized as a leader in supports and services for people with disabilities that are informed by person-centered values and an unwavering focus on helping people achieve full participation in the life of the community. **Liberty's ownership, name, and form of organization have not changed since the company as first organized.**

LIBERTY BY THE NUMBERS

- **33+ years supporting people with disabilities** in community- and facility-based settings.
- **20+ years analyzing services** for and assessing people with I/DD.
- **20+ years creating quality audit tools** for Medicaid waiver services.
- **13+ years as a QIO-like Entity**, which enables us to potentially tap an enhanced match.
- **40 active contracts** in 14 states and the District of Columbia.

We provide a diverse array of programs and services across the country, which are categorized into three main lines of business:

- 1. Program Management:** We design, implement, and manage treatment programs for people with disabilities, mental illness, and co-occurring disorders; and long-term care and forensic populations. This perspective will help inform our work with DHHS.
- 2. Population Health Management:** We enable health and human service agencies, Medicaid, health systems, and managed care organizations to make care management decisions that lead to improved health and financial outcomes.
- 3. Health Workforce Outsourcing:** We provide a wide range of clinical and non-clinical professionals who work in diverse treatment settings, including state hospitals, long-term care facilities, mental health centers, and forensic units.

2. Financial Statements

The bidder should provide financial statements applicable to the firm. If publicly held, the bidder should provide a copy of the corporation's most recent audited financial reports and statements, and the name, address, and telephone number of the fiscally responsible representative of the bidder's financial or banking organization.

If the bidder is not a publicly held corporation, either the reports and statements required of a publicly held corporation, or a description of the organization, including size, longevity, client base, areas of specialization and expertise, and any other pertinent information, should be submitted in such a manner that proposal evaluators may reasonably formulate a determination about the stability and financial strength of the organization. Additionally, a non-publicly held firm should provide a banking reference. The bidder must disclose any and all judgments, pending or expected litigation, or other real or potential financial reversals, which might materially affect the viability or stability of the organization, or state that no such condition is known to exist.

The State may elect to use a third party to conduct credit checks as part of the corporate overview evaluation.

Liberty is a privately held corporation. The company's most recent audited financial statement and a letter from our banking reference attesting to the company's financial stability are included as Appendix 7.

Liberty is unaware of any judgments, pending or expected litigation, or any real or potential financial reversals that might materially affect the organization's viability or stability, or otherwise interfere with the company's ability to execute this contract.

3. Change of Ownership

If any change in ownership or control of the company is anticipated during the twelve (12) months following the proposal due date, the bidder should describe the circumstances of such change and indicate when the change will likely occur. Any change of ownership to an awarded contractor(s) will require notification to the State.

N/A.

4. Office Location

The bidder's office location responsible for performance pursuant to an award of a contract with the State of Nebraska should be identified. Specify where the bidder's office location responsible for performance pursuant to the award of this contract will be located. Space should be within a sixty (60) mile radius of Lincoln, Nebraska and sufficient to support staff to work on-site in Lincoln, with ability to travel throughout the state, as needed.

The office space shall be available and ready for Contractor staff to begin work no later than ninety (90) days after the start of the contract.

Liberty has identified a number of offices located in Lincoln that will meet the needs of this project. Among these is a space located at 1200 N. St., Lincoln, NE 68508 (**Figure 47**), which is located within close proximity of the Department.



Figure 47

With the exception of our Quality Specialists, who will be working remotely in order to shadow staff and perform investigations in the field, all other program personnel will operate out of the main office (pending status of COVID-19 precautions). We will also be prepared to travel throughout the state, as needed.

Liberty's office space will be available and ready for staff to begin work no later than 90 days after the start of the contract.

5. Relationships with the State

The bidder should describe any dealings with the State over the previous five (5) years. If the organization, predecessor, or any Party named in the bidder's proposal response has contracted with the State, the bidder should identify the contract number(s) and/or any other information available to identify such contract(s). If no such contracts exist, so declare.

Liberty Healthcare Corporation has not had any contractual dealings with the State of Nebraska over the previous five (5) years.

Liberty is subcontracting with The Rushmore Group, who has contracted with the Nebraska Department of Health and Human Services – Division of Children and Families (99010-O8) to customize and deploy Rushmore's Case Review System "NEARS" to support the ongoing case reviews for ADC, SNAP, Medicaid, Energy, and Child Care Eligibility. This project ran from July 1, 2011 through June 30, 2020.

6. Contractor's Employee Relations to State

If any Party named in the bidder's proposal response is or was an employee of the State within the past six (6) months, identify the individual(s) by name, State agency with whom employed, job title or position held with the State, and separation date. If no such relationship exists or has existed, so declare.

If any employee of any agency of the State of Nebraska is employed by the bidder or is a subcontractor to the bidder, as of the due date for proposal submission, identify all such persons by name, position held with the bidder, and position held with the State (including job title and agency). Describe the responsibilities of such persons within the proposing organization. If, after review of this information by the State, it is determined that a conflict of interest exists or may exist, the bidder may be disqualified from further consideration in this proposal. If no such relationship exists, so declare.

No party named in our proposal response is or was an employee of the state within the past six months. Further, no employee of any agency of the State of Nebraska is employed by Liberty or Rushmore, as of the date for proposal submission.

7. Contract Performance

If the bidder or any proposed subcontractor has had a contract terminated for default during the past five (5) years, all such instances must be described as required below. Termination for default is defined as a notice to stop performance delivery due to the bidder's non-performance or poor performance, and the issue was either not litigated due to inaction on the part of the bidder or litigated and such litigation determined the bidder to be in default.

It is mandatory that the bidder submit full details of all termination for default experienced during the past five (5) years, including the other Party's name, address, and telephone number. The response to this section must present the contractor's position on the matter. The State will evaluate the facts and will score the bidder's proposal accordingly. If no such termination for default has been experienced by the bidder in the past five (5) years, so declare.

If at any time during the past five (5) years, the bidder has had a contract terminated for convenience, non-performance, non-allocation of funds, or any other reason, describe fully all circumstances surrounding such termination, including the name and address of the other contracting Party.

Neither Liberty nor our subcontractor, The Rushmore Group, has had a contract terminated for default or for convenience, non-performance, non-allocation of funds, or any other reason, during the past five (5) years.

8. Summary of Contractor's Proposed Personnel / Management Approach

Project Management Approach

The bidder should present a detailed description of bidder's proposed approach to the management of the project.

Liberty's approach to development and implementation of the start-up plan to do business in Nebraska is included under A. Technical Proposal, 3. Scope of Work Requirements. Section **A. Development and Implementation of a Start-Up Plan to Do Business in Nebraska**. It includes our 90-day start-up plan and a draft timeline for all main tasks associated with contract implementation and program start-up. This section provides a summary overview of Liberty's overall approach to ongoing program management.

Liberty's approach is uniquely organized for responsive and effective management during the initial planning and implementation phases of a program and throughout the contract lifecycle. As described below, we have built accountability and responsiveness into the following key contract management mechanisms:

Proactive, Senior-Level Contract Management

Liberty's proactive contract management approach begins with our leadership structure. We assign a contract manager to personally direct the operations of each program. He/she also is personally responsible for selecting, training, and empowering the local Program Director responsible for day to day operations. The Contract Manager remains personally involved by actively monitoring contract performance and customer satisfaction, while also guiding and mentoring the Executive Director to improve effectiveness and outcomes. A biography and resume for our proposed Contract Manager, **Director of Operations Kate Obert, MA, MAT**, is included in the next section.

Liberty is committed to being a valuable partner and resource to our customers. It is not enough to be available to respond when problems arise. Employing a proactive contract management approach, we advise our customers on industry trends, and emerging needs and issues, so that, together, we can anticipate and prepare accordingly. The assigned Contract Manager collaborates with each customer to achieve their unique goals and to continually add value to the contract by

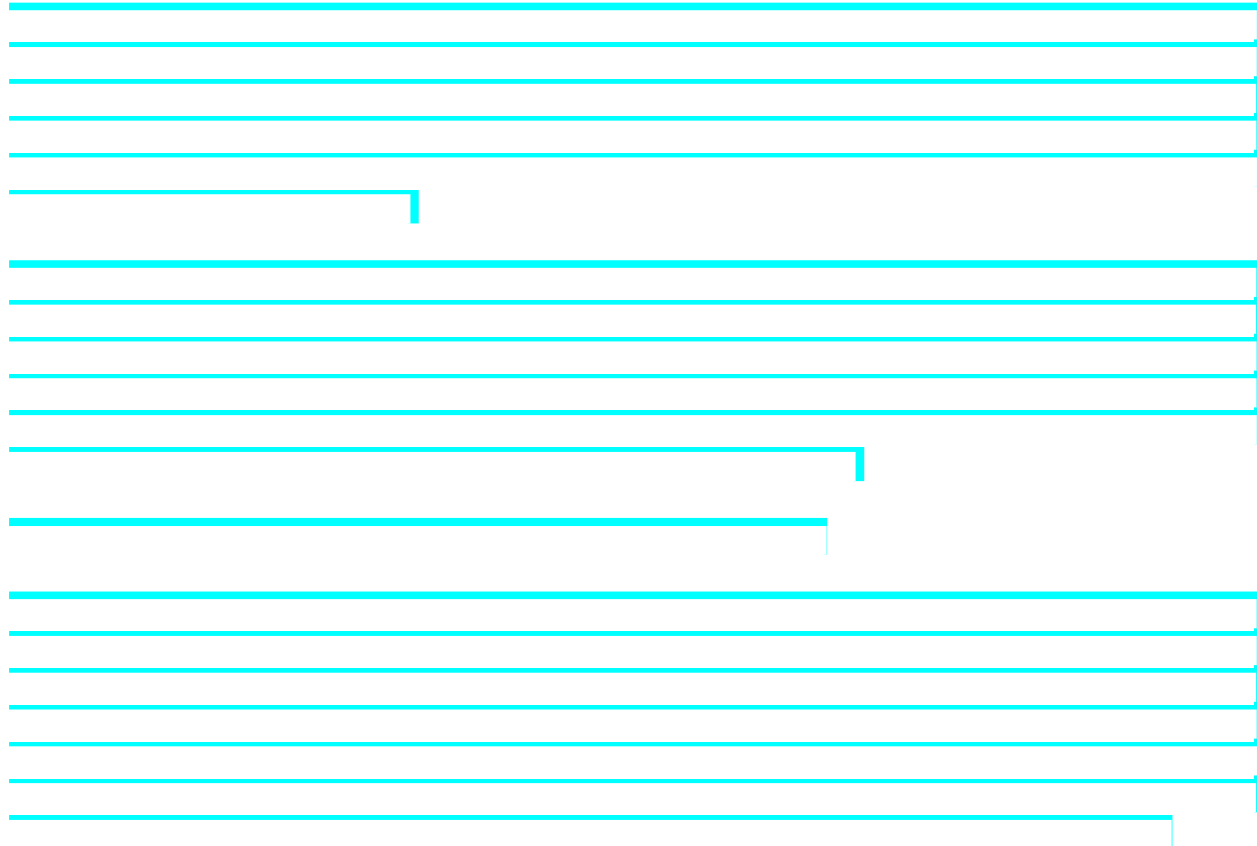
PROJECT MANAGEMENT APPROACH

- **Proactive, Senior-Level Contract Management**
- **Local Service Delivery, Centralized Administrative Support**
- **24/7 Accountability and Responsiveness**
- **Performance-Driven Program Implementation**
- **Ongoing Performance Management**
- **Focus on Customer Experience**

"[Liberty] has proven to be a resourceful and responsive partner... They managed the implementation of the contract extremely well, establishing from the outset, a collaborative and transparent relationship with my office and other DHHS executives."

Sabrina Lea, Associate Director
North Carolina DHHS, Division of
Medical Assistance

providing resources, expertise, and enhanced outcomes and data.



24/7 Accountability and Responsiveness

Liberty views each of our programs as an ongoing partnership with our customers. At the outset of a new contract, we meet with the customer to clearly define the scope of work and mutually develop an organized “road map” for achieving the desired outcomes. Throughout the program, Liberty maintains ongoing communications with the customer, stakeholder, and clients at multiple organizational levels. We are committed to immediately handling customer requests and concerns, and proactively identifying and mitigating potential risks to the program.

We establish direct communication linkages so that both our local Executive Director and the Contract Manager are readily available to the customer. The Executive Director is ready to handle questions or issues related to direct operations and service delivery, while the Contract Manager is ready to respond to any administrative or higher-level issues that may arise. Any administrator, agency director, supervisor, or other stakeholder can therefore easily reach the Executive Director and/or designated Contract Manager and obtain assistance at the appropriate level of management.

“When a concern is identified, Liberty responds quickly and is agreeable to changing approaches. [Their] staff are very personable and great to work with, because they tolerate the changes we are in the process of making in this very dynamic environment.”

- Liberty Customer

Performance-Driven Program Implementation

Effective program implementation is the single most significant factor in the success of a contract. Project implementation plans that are carefully constructed with a clear, defined set of processes and procedures, lines of communication, and expected tasks and completion dates are more likely to produce optimal results.

To support effective implementation, Liberty assigns **Rashida Morris, MS, our Director of New Business Implementation**, to every new program. Rashida has more than 12 years of experience in program implementation, process improvement, and performance and contract auditing. She is responsible for aligning our core operational services and working with program leadership to develop a plan for contract implementation that is organized according to Project Management Institute principles. She also supports the Contract Manager and onsite Executive Director in confirming that Liberty has met our contract commitments and KPIs and has developed/executed a strategy to maximize outcomes.



STAKEHOLDER ENGAGEMENT

Our Director of New Business Implementation will help promote a true partnership, whereby Liberty and the Department mutually agree on desired outcomes and a strategy for meeting those goals.

Rashida's involvement helps promote a true partnership, whereby Liberty and the customer mutually agree upon the desired outcomes and strategy for achieving goals. While Rashida is directly responsible for new program implementation, she also maintains involvement following the "go live" date and until such time as Liberty has fully implemented the contractual requirements and deliverables. During this time, she is available to help managers and customers troubleshoot and make any necessary program adjustments.

Ongoing Performance Management

Liberty's approach to performance and quality management is a crucial differentiator between our programs and those of our competitors. Under the leadership of our VP of Performance, our Liberty QualityCare[®] methodology and resources help to confirm that all Liberty programs deliver consistent, high-quality care and measurable accountability.

Our **VP of Performance is Judith Shields**, an advanced practice nurse who is board certified in quality and holds a Six Sigma Master Black Belt. Judith manages our rigorous Joint Commission-certified credentialing process and spearheaded the development of Liberty QualityCare, a robust quality framework that governs and standardizes quality performance/quality improvement for every Liberty contract.

Focus on Customer Experience

“Liberty has an apparent philosophy - a core value of excellence - that emanates from everyone. Liberty people always strive to do a great job.”

- Liberty Customer

Project Team

The bidder should identify the specific professionals who will work on the State's project. The names and titles of the team proposed for assignment to the State project should be identified in full, with a description of the team leadership, interface and support functions, and reporting relationships. The primary work assigned to each person should also be identified. The selected Contractor may onboard additional personnel at a date that falls after the onboarding of key personnel.

Organizational Structure

Liberty has already begun the work to build out the local Nebraska team and the special management resources needed to perform the tasks required by this RFP. Our efforts to establish the team will continue until contract award or until we learn another organization has been selected. In particular, we have identified many talented candidates for the key onsite leadership positions and other personnel, who are interested in joining the Nebraska team.

"Liberty's corporate staff is available, responsive and knowledgeable... Liberty has consistently recruited and maintained a highly credentialed and competent professional team to manage the program."

Marie Moore
Former Deputy Director
OK Dept. of Human Services - DDS

The personnel and resources listed herein are those already known to be available should we be selected. We outline below the key elements of a local team and the corporate support that backs it with organizational resources and experience, including:

- Project Management
- Quality Improvement
- Corporate Compliance
- Risk Management
- Clinical Consultation and Resources
- Training
- Surveyor and Accreditation Support
- Information Systems and Reporting
- Human Resources
- Staff Recruitment
- Credentialing



Program Leadership



Kate Obert, MA, MAT, Director of Operations will oversee implementation and operation of the contract. She will be responsible for executing Liberty's implementation plan and directing corporate operational resources to support our local Executive Director and onsite leadership. Other responsibilities will include budget preparation, financial oversight, and confirming that the program achieves the Department's goals while meeting all contractual and regulatory requirements.

Kate has more than 15 total years of healthcare experience with a background in Medicaid/Medicare audits, enrollment, and billing. As Director of Operations at Liberty, she provides oversight of Liberty quality contracts in Arizona, North Carolina, and the District of Columbia, and serves as a liaison between program management and operational functions. She also participates in hiring and training of program leadership and personnel, oversees financial management and contract performance, and routinely reviews the status of program operations.

Prior to joining Liberty, Kate was Director of Operations for healthcare organizations in Maryland and Pennsylvania. Her experience included oversight of the Maryland regional operational budget for a national physician practice, managing 30+ hospitalists. In this role, she provided strategic planning and oversight, developed annual budgets, and managed all fiscal areas for multiple

medical practice groups. Kate is driven by her passion to help others in the healthcare and human service fields, leveraging her leadership abilities to help organizations achieve shared goals. She has developed relationships with a diverse network of individuals and gained respect for her operational knowledge, leadership, and ability to execute strategic plans.

Kate earned a Master of Arts in Higher Education/Higher Education Administration, a Master of Arts in Teaching (MAT), and a bachelor's degree in political science from the University of Iowa.

Key Expertise: Kate's oversight of statewide programs and expertise in quality oversight of Medicaid servicers make her the ideal manager for this program.

Operational Support Team

The Liberty operational support team that will implement and maintain this project has already helped multiple states achieve their goals through effective and efficient quality management of I/DD services. As a QIO-like Entity with proven person-centered quality and risk management capabilities, we will help DHHS-DDD to extend internal capacity, evaluate the provision of services, remediate problems with quality, deliver continuous quality improvement, and obtain federal matching funds for our quality efforts. Operational support team members' areas of expertise are summarized in **Table 57** below.

Member	Title	Area of Expertise
Sue Nayda	Chief Operating Officer	Oversight of Operational Support Functions (e.g. recruitment, HR, IT, etc.)
Rashida Morris	Director of New Business Implementation	Project Management and Contract Implementation
Christopher Baglio	Vice President, Program Development	Intellectual and Developmental Disabilities (I/DD), HCBS Quality Services, Methodology and Metrics
John Guda	Chief Information / Chief Technology Officer	Information Systems, Systems Redesign
Camille Tanner	Vice President of Human Resources	Human Resources, Onboarding, and Orientation
Judith Shields	Vice President of Performance	Credentialing, Quality Management/Improvement, Corporate Compliance
Ian Castronuovo	Vice President of Recruitment	Staffing Requests and Requisitions, Recruitment Campaigns, Recruiting Performance Measurement



Sue Nayda, MS, Chief Operating Officer is a senior executive in healthcare and human services with a passion for helping high-performance organizations achieve demonstrable outcomes for persons with serious mental illness and/or intellectual and developmental disabilities (I/DD). From her earliest days as a job placement specialist for individuals with I/DD, Sue has been a proponent of, and has consulted nationally on, the transformation from traditional service systems to community-based models, with an emphasis on supported employment. She is responsible for growth and retention across the company's diverse product lines. Sue serves as the senior administrator who oversees the implementation and management of all Liberty contracts.

Sue earned a Master of Science in Rehabilitation Counseling and Administration from Springfield College, and a Bachelor of Science in Special Education from the State University of New York (SUNY) at Geneseo.

Key Expertise: Vast experience driving operational excellence to yield high value for Liberty's customers and successful outcomes, with a passion for supporting clients with serious mental

illness and/or I/DD. Along with Kate, Sue will bring the necessary corporate resources and support to this project, facilitating success and high customer satisfaction.



Rashida Morris, MS, Director of New Business Implementation will author and oversee the project plan for contract implementation, involve all relevant stakeholders to confirm technical and operational feasibility, coordinate internal resources and third parties/vendors for the seamless execution of the project, and develop tools for project execution. She will play a vital role in supporting and monitoring adherence to the implementation tasks and timetable. Her other responsibilities will include coordinating resource availability and allocation, confirming that the project is delivered on time and within budget, communicating with all stakeholders on a routine basis, and participating in interviews for selection of project personnel. Rashida also develops contract audit tools and oversees/implements the contract audit process. She will be significantly involved during the early stages of project implementation.

Rashia earned Master of Science degrees in Health Care Administration, Organizational Leadership, and Public Administration from Wilmington University; and a Master of Science in Project Management and Bachelor of Science in Communication and Applied Technology from Drexel University.

Key Expertise: Expertise in helping Liberty and its customers implement new programs in an organized, responsible manner according to project management principles. Rashida will lead Liberty's implementation efforts, ensuring timely execution of tasks necessary to successfully begin providing quality services.



Christopher Baglio, Ed.D., MS, Vice President, Program Development, is a doctoral-level clinical manager with over 30 years of experience in measurement, quality improvement, positive behavioral supports, behavioral assessments, and behavioral psychopharmacology with children and adults with intellectual and developmental disabilities and co-occurring disorders. Dr. Baglio is a graduate of the National Leadership Consortium on Developmental Disabilities and has published dozens of articles and presented at 36 national conferences in the field of I/DD and home and community-based services.

Dr. Baglio will participate as part of the Liberty team that will meet with Department officials to discuss the project and will provide ongoing technical support for the implementation plan and expertise in issues related to I/DD. He will subsequently serve as a subject matter expert to our program team on issues related to I/DD and quality management design, measurement, and analytics. As the lead designer of this proposal for Nebraska, he has applied his expertise to our proposed program in innumerable ways, including specific procedures for all required activities and their integration with the supporting information systems.

Dr. Baglio directed Liberty's statewide quality review and risk management program in Indiana, which provided support for the Division of Disability and Rehabilitative Services (16,500 individuals with I/DD) and the Division of Aging (12,000 elderly and disabled) and entailed completing Incident Reviews, Complaint Investigations, Mortality Reviews, Case Record Reviews, and Quality On-Site Provider Reviews, provider validation reviews, National Core Indicator (NCI) surveys, and person-centered reviews. He also brings more than 30 years of

applied experience developing measurement instruments and training staff on their use to assess the quality of long-term care services.

Dr. Baglio earned his Doctor of Education from Olivet Nazarene University, a Master of Science in Child Development from the University of California-Davis, and a Bachelor of Arts in Psychology from the University of California-Santa Barbara. He is a graduate of the National Leadership Consortium on Developmental Disabilities.

Key Expertise: Over 30 years of experience in the field of I/DD, including five years of oversight of a statewide provider review and quality improvement program (Indiana) as a Program Director with Liberty.



John Guda, Chief Information Officer/Chief Technology Officer, will oversee the technical operations of our information systems and telecommunications for the program including the coordinated effort between Liberty and Rushmore during implementation of the QIDS. John is a senior executive with a high-tech entrepreneurial track record as a change agent, early adopter, and solution champion at the intersection of healthcare and technology.

John will oversee development and integration of information systems for the program, including the determination and distribution of computers and mobile technology to the personnel of this program, and linkages with our primary information systems. With the use of our platform, John's involvement will primarily be associated with learning the system configuration in Nebraska and ensuring adequate training material and time is available to transfer knowledge of the system to our local employees. He will have regular contact with the vendor of our selected platform and manage the licenses secured through them.

John earned a Bachelor of Science in Computer and Information Science from The Ohio State University. He holds a certificate in executive leadership from Cornell University, and is a Certified Information Systems Manager from the Harvard School of Public Health.

Key Expertise: More than 30 years of experience developing, deploying, and supporting technology and business solutions in the healthcare market.



Judith Shields, RN, MSN, CPHQ, Vice President of Performance, provides leadership and supervision to our in-house team of credentialing specialists and personally reviews the resume and qualifications of every candidate for completeness, accuracy, and competency before giving final approval to hire. Judith is responsible for oversight of Liberty's corporate compliance, HIPAA compliance, and risk management programs, and maintenance of the firm's Health Care Staffing Services certification with The Joint Commission. Finally, she oversees Liberty QualityCare[®], a framework that governs performance standards and a package of quality improvement resources available to support every Liberty program.

Judith is board-certified by the American Board of Quality and Utilization Review Physicians as a certified professional in Healthcare Quality and is a Master Black Belt in Six Sigma. Her professional experience in healthcare includes information technology system design and analysis, with a primary focus on process improvement, standardization, quality control, program design,

and user support. Prior to joining Liberty, she held several leadership positions in quality and case management with hospitals, health systems, and a healthcare consulting organization. Judith earned a Master of Science in Nursing from the Catholic University of America and a Bachelor of Science in Nursing from Villanova University.

Key Expertise: Dedicated quality performance executive, responsible for credentialing and Liberty's quality improvement and corporate compliance programs. Judith will apply her capabilities to the timely and thorough credentialing of selected candidates for this project.



Ian Castronuovo, Vice President of Recruiting, is responsible for leading Liberty's strategy to attract top talent to the organization. This involves providing oversight of the organization's internal recruiting function and ultimately maintaining responsibility for the successful fulfillment of all the organization's staffing requests and open requisitions. Ian establishes short- and long-term goals for Liberty's recruiting department, provides leadership and direction to a team of recruiters, and develops and monitors outcome and performance measures regarding the recruitment of staff. This includes measuring recruiting performance against key performance indicators, recruiting plans, turnover reports, and our service level agreements.

Ian collaborates with our program managers and maintains close working relationships with internal and external clients, promoting a partnership between program stakeholders and the recruiting department. He is a graduate of the University of Delaware, where he earned a Bachelor of Arts in Business Administration.

Key Expertise: A track record of recruiting staff to support large-scale programs that serve individuals with I/DD. Ian has already identified several highly qualified candidates for key positions and will continue to locate talent in support of the program.



Camille Tanner, M.Ed., SHRM-SCP, Vice President of Human Resources, oversees all HR processes for Liberty, which has a current national workforce of over one thousand employees and physicians. She is responsible for monitoring, planning, and managing employment benefit packages for each contract. She is directly involved in the interface of Liberty's integrated systems for HR (Unicorn), payroll and recruiting/applicant tracking (Hirebridge), and the company intranet. She provides training in supervision and personnel management and is directly involved in consultation and coaching with Liberty supervisors in the use of progressive discipline and terminations. She works with corporate counsel to manage legal issues and employment contracts pertaining to the workforce. Camille also oversees the process of employee orientation and training, including the Liberty on-line Learning Management System.

Camille will provide ongoing support during the initial period of staff acquisition and onboarding during the implementation period. Once all positions are filled, her involvement will decrease to the level of HR processing of new staff as needed. She earned her Master of Education from Temple University and a Bachelor of Science in Office Administration from Shippensburg University. She is a Senior Certified Professional by the Society for Human Resource Management.

Key Expertise: Human resource and staff development leader with more than 30 years of

experience at Liberty, including the transition and onboarding of thousands of medical professionals.

QIDS Development Staff

Liberty has engaged The Rushmore Group, LLC (Rushmore) as a subcontractor on this program. With guidance and direction from Liberty, Rushmore will implement, configure, and maintain the QIDS. Biographies for key Rushmore staff are below.

QIDS Project Manager John New has more than 29 years of experience in quality systems management and healthcare. As a Senior Consultant / Project Manager for Rushmore over the past three years, John has managed quality systems for state Divisions of Developmental Disabilities. In South Dakota, he manages the provides technical assistance and communicates with key staff to determine system enhancements to meet Home and Community-Based Services and State authority requirements as part of the state Quality Management System (QMS) project. Other responsibilities include testing on QMS updates and end user training as needed.

As part of a QMS project in North Dakota, John reviews the state HCBS waiver, administrative rules, and state statute to ensure adequate measurement of performance within the QMS. Other responsibilities include monitoring the scope of work to ensure alignment with development of the QMS and serving as a liaison between the customer and internal IT staff to ensure that product development aligns with customer needs. John will serve as Rushmore's key point-of-contact to Liberty and Nebraska, responsible for managing the implementation, configuration, and maintenance of the QIDS.

John earned his Medical Assistant Diplomate, EKG certificate, and Phlebotomy certificate from Concorde Career Institute.

Key Expertise: More than 29 years of experience in quality systems management and healthcare.

Senior System Analyst Glen Haberman has 29 total years of experience as a systems analyst and integration specialist. In his current role at Rushmore, Glen has played a key role in QMS projects for the States of South and North Dakota and worked on various PERM and case review projects for state agencies. His responsibilities have included preparing program specifications, file specifications, and record layouts; developing functional and technical program specifications; and designing, developing, testing, and implementing programs.

Prior to joining Rushmore in 2005, Glen was an Agency Integration Specialist for the South Dakota Bureau of Information Technology. In this role, he served as lead programmer for the development and deployment of web-based applications for State Department of Health in support of the Women, Infants and Children program; Children's Special Health Services (CSHS) System; and Time Study System. He will support QIDS Project Manager John New in development, implementation, and management of the QIDS system in support of Nebraska's program.

Glen earned his Bachelor of Arts degrees in Mathematics and Computer Science from South Dakota State University.

Key Expertise: More than 29 years of experience as a systems analyst and integration specialist.

Resumes

The bidder should provide resumes for all personnel proposed by the contractor to work on the project. The State will consider the resumes as a key indicator of the bidder's understanding of the skill mixes required to carry out the requirements of the solicitation in addition to assessing the experience of specific individuals.

Resumes should not be longer than three (3) pages. Resumes should include, at a minimum, academic background and degrees, professional certifications, and understanding of the process. Any changes in proposed personnel will only be allowed after written approval from the State.

Resumes for Liberty's program leadership, operational support staff, and multiple candidates for key onsite managers and other project personnel are included as Appendix 2.

Organizational Chart

The bidder should provide an Organizational Chart for each Scope of Work outlining personnel and related duties. The bidder should include job titles and the percentage of time each individual will spend on his/her assigned tasks. Bidders using job titles other than those commonly used by industry standards should provide a crosswalk reference document.

The following organizational chart (**Figure 48**) includes the number of staff per position (if more than one) and the anticipated percentage of time each staff member will spend on assigned tasks.

Note: Operational resources are most heavily involved throughout contract implementation and available as needed thereafter. The amount of time these staff will spend on the program will typically diminish as the program becomes more established and vary depending on current program needs.

Staff Hiring

The Contractor shall begin hiring staff to work on-site in Nebraska consistent with Contractor's Proposed Personnel/Management Approach, described in this section and, at a minimum, have initial key personnel in place within ninety (90) days of the start of the contract; with additional personnel in place within sixty (60) days of contract start date.

Liberty understands the requirement to have initial key personnel in place within 90 days of the contract start date with additional personnel onboarded at a later date. In support of this requirement, we have already identified multiple highly qualified candidates for key onsite leadership and other positions for the Nebraska quality program. Their resumes are included under Appendix 2. We will continue to identify skilled candidates and bolster our onsite team until the contract start date.

We believe the success of every program hinges on the quality of its personnel and how well they are managed. Placing the right people in the right positions, finding qualified professionals for specialized and difficult-to-fill positions, and reducing staff turnover through effective clinical and managerial leadership are among Liberty's core competencies.

As a healthcare company with more than 30 years of experience, **we have recruited thousands of health care professionals and personnel** for customers across the country. Whether we are providing a team of clinicians to a hospital or treatment facility or several hundred to a government agency, Liberty emphasizes the quality and retention of personnel through proactive staff recruitment and management.

Most firms that provide recruitment and staffing services claim to have a proprietary recruitment database and a unique process for sourcing and placing candidates. Liberty can demonstrate that our recruiting approach is authentically superior in several demonstrable ways including our:

Organizational Alignment with Program Operations

In organizations that provide quality services, recruiters are often organizationally aligned with human resources. Liberty assigns our recruiters directly to our programs, enabling them to develop an understanding of the qualifications and skills best suited to the particular service, population, and work setting. Our recruiters therefore gain an in-depth understanding of the program and can find candidates who are more precisely matched to the specifications required. The result is a better selection of qualified candidates and improved job satisfaction and long-term retention.

Recruitment Team Experience and Depth

Staff retention is a hallmark of Liberty, and this holds true for our own recruiters. Vice President of Recruitment Ian Castronuovo has been with Liberty for 25 years, and **our recruiters average nearly 13 years of recruiting experience and more than nine years with the company**. The continuity of our team enables our recruiters to deepen their familiarity with specific Liberty programs, health care disciplines, and specialized practice settings. It also serves to continually strengthen our networking and connections in multiple areas of specialized professional practice.

Data-Driven Performance Management

Liberty routinely monitors our recruiters' performance against key performance indicators (e.g. overall fill rate, days to hire and fill, and percentage of staff hired at or below budget) as part of our in-house performance management system. We then track our performance in placing staff

across the four levels of difficulty. We use this data to establish benchmarks for the anticipated amount of time to find candidates and move them through the interviewing, credentialing, and hiring processes. As a result, Liberty is more accountable to our customers because we provide a more realistic estimate of the time to hire and fill positions based on our experience recruiting for the same or similar positions and programs.

Focus on Long-Term Retention of Talent

High turnover undermines the effectiveness of programs by disrupting continuity of operations and staff productivity. For this reason, Liberty employs a recruiting approach and philosophy centered around hiring people who we believe are committed to contributing to long-term program success. We focus on candidates who have a stable and committed work history because they are most likely to be a productive, contributing member of your program for years to come. We also actively manage and promote employee satisfaction to retain the high-quality program staff that we have recruited. We are invested in their development and support them in multiple ways, such as our employee recognition (RAISE) program, career development and continuing education, and employee engagement programs.

As of July 2020, Liberty's company rating of 4.3 out of 5.0 and 93% CEO approval rating on Glassdoor are significantly higher than the average of 3.3 and 66%.

Joint Commission Certification

Liberty is certified by The Joint Commission on Health Care Staffing Services (HCSS), the industry Gold Seal of Approval® for ensuring the credentials, qualifications, and competency of healthcare professionals. Our certification applies to every program location that we serve, not just selected facility locations or lines of business. The Joint Commission certification provides DHHS-DDD with the highest level of assurance in the industry that the personnel we provide are fully qualified and competent, possess all required licenses and certifications, and are free of sanctions or criminal conduct. HCSS certification also attests to Liberty's ability to identify and recruit high-quality staff and the rigor of our credentialing, which goes beyond the verification of staff credentials to encompass a thorough evaluation of professional competency.

"[Liberty will] retain and promote only those candidates who are highly motivated and can succeed in fulfilling the program's mission. The company is dedicated to Joint Commission certification and incorporates that same sense of high standards into all areas of program operations and management."

Michael Bednarz, M.D.
Medical Director - Illinois DHS

9. Subcontractors

If the bidder intends to subcontract any part of its performance hereunder, the bidder should provide:

- a. name, address, and telephone number of the subcontractor(s);*
- b. specific tasks for each subcontractor(s);*
- c. percentage of performance hours intended for each subcontract; and*
- d. total percentage of subcontractor(s) performance hours.*

Liberty has engaged **The Rushmore Group, LLC** (Rushmore) as a subcontractor on this program.

Subcontractor Name:	The Rushmore Group, LLC
Subcontractor Address:	316 South Coteau Street, Suite 100, Pierre, SD 57501
Contact Person & Title:	Stephen L. Tracy, Chief Executive Officer
Telephone # (office):	(605) 224-8899
Telephone # (cell):	(605) 670-9159
Fax Number:	(605) 670-9159
Email Address:	stephen.tracy@rushmore-group.com

The Rushmore Group was formed in 1997 to help organizations improve their internal processes; assist with the development of education and training associated with those processes; and provide management with the tools necessary to ensure ongoing success with process changes and service delivery improvement projects. The company's core service market and clientele are state and county-level social service organizations. Rushmore focuses on providing practical, understandable and useful assistance that addresses the ongoing management and operational issues facing these entities from both an operational and strategic perspective.

With guidance and direction from Liberty, Rushmore will implement, configure, and maintain the QIDS for this project. Rushmore's QIDS is a configurable off-the-shelf system that will provide DHHS with the components necessary to meet its continuous quality improvement needs and provide necessary data to effect true system transformation. The QIDS will be configured to enable the Department to measure compliance with federal and state regulations, HCBS waiver assurances, the CMS Final Rule and Transition Plan, and participant satisfaction.

10. Summary of Contractor's Corporate Experience

The contractor should provide a summary matrix listing the contractor's previous projects similar to this solicitation in size, scope, and complexity. The State will use no more than three (3) narrative project descriptions submitted by the contractor during its evaluation of the proposal.

The contractor should address the following:

i. Provide narrative descriptions to highlight the similarities between the contractor's experience and this solicitation. These descriptions should include:

- a. The time period of the project;*
- b. The scheduled and actual completion dates;*
- c. The Contractor's responsibilities;*
- d. For reference purposes, a customer name (including the name of a contact person, a current telephone number, a facsimile number, and e-mail address); and*
- e. Each project description should identify whether the work was performed as the prime Contractor or as a Subcontractor. If a contractor performed as the prime Contractor, the description should provide the originally scheduled completion date and budget, as well as the actual (or currently planned) completion date and actual (or currently planned) budget.*

ii. Contractor and Subcontractor(s) experience should be listed separately. Narrative descriptions submitted for Subcontractors should be specifically identified as Subcontractor projects.

iii. If the work was performed as a Subcontractor, the narrative description should identify the same information as requested for the Contractors above. In addition, Subcontractors should identify what share of contract costs, project responsibilities, and time period were performed as a Subcontractor.

Liberty is proud of the successful longstanding relationships we have built with our customers on similar statewide quality programs, and we encourage the State of Nebraska to contact our references. Detailed descriptions of our related programs follow this summary matrix.



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