

STATE OF NEBRASKA SERVICE CONTRACT AWARD

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

Telephone: (402) 471-6500
Fax: (402) 471-2089

PAGE 1 of 4	ORDER DATE 04/29/20
BUSINESS UNIT 25280047	BUYER JULIE SCHILTZ (AS)
VENDOR NUMBER: 4173159	
VENDOR ADDRESS: ASCEND MANAGEMENT INNOVATIONS LLC 840 CRESCENT CENTRE DR STE 400 FRANKLIN TN 37067-4667	

CONTRACT NUMBER
71153 04

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

JULY 01, 2020 THROUGH JANUARY 24, 2021

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

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

Original/Bid Document 5165 Z1

Contract to supply and deliver Preadmission Screening and Resident Review (PASRR) services statewide to the State of Nebraska as per the attached specifications for the contract period July 1, 2020 through January 24, 2021.

Vendor Contact: Christa Ballew, Vice President

Phone: 877-431-1388 x3500

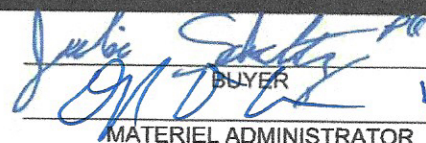
Cell: 312-285-9617

Fax: 877-431-9568

E-Mail: christaballew@maximus.com

This is the first extension of the contract as amended. (mel 04/20/20)

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
1	LEVEL I INITIAL AWARD	2,832.0000	EA	38.4300	108,833.76
2	NEGATIVE LEVEL I INITIAL AWARD	25,848.0000	EA	6.1400	158,706.72
3	MENTAL ILLNESS LEVEL II INITIAL AWARD	1,593.0000	EA	447.0000	712,071.00
4	INTELLECTUAL DISABILITY LEVEL INITIAL AWARD	216.0000	EA	537.0000	115,992.00
5	MENTAL ILLNESS/MENTAL INITIAL AWARD	192.0000	EA	547.0000	105,024.00
6	PAPER/HALTED/DISCONTINUED INITIAL AWARD	121.0000	EA	68.3000	8,264.30
7	APPEALS INITIAL AWARD	10.0000	EA	100.0000	1,000.00


BUYER
MATERIEL ADMINISTRATOR
4/29/2020

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PAGE 2 of 4	ORDER DATE 04/29/20
BUSINESS UNIT 25280047	BUYER JULIE SCHILTZ (AS)
VENDOR NUMBER: 4173159	

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
8	CONSULTATION INITIAL AWARD	20.0000	EA	150.0000	3,000.00
9	PROJECT MANAGEMENT INITIAL AWARD	5.0000	HR	150.0000	750.00
10	BUSINESS ANALYST INITIAL AWARD	5.0000	HR	150.0000	750.00
11	DEVELOPER INITIAL AWARD	5.0000	HR	250.0000	1,250.00
12	LEVEL I RENEWAL ONE	3,258.0000	EA	38.4300	125,204.94
13	NEGATIVE LEVEL I RENEWAL ONE	25,848.0000	EA	6.1400	158,706.72
14	MENTAL ILLNESS LEVEL II RENEWAL ONE	1,903.0000	EA	447.0000	850,641.00
15	INTELLECTUAL DISABILITY LEVEL RENEWAL ONE	216.0000	EA	537.0000	115,992.00
16	MENTAL ILLNESS/MENTAL RENEWAL ONE	192.0000	EA	547.0000	105,024.00
17	PAPER/HALTED/DISCONTINUED RENEWAL ONE	188.0000	EA	68.3000	12,840.40
18	APPEALS RENEWAL ONE	10.0000	EA	100.0000	1,000.00
19	CONSULTATION RENEWAL ONE	20.0000	EA	150.0000	3,000.00
20	PROJECT MANAGEMENT RENEWAL ONE	5.0000	HR	150.0000	750.00
21	BUSINESS ANALYST RENEWAL ONE	5.0000	HR	150.0000	750.00
22	DEVELOPER RENEWAL ONE	5.0000	HR	250.0000	1,250.00
23	LEVEL I RENEWAL TWO	3,878.0000	EA	38.4300	149,031.54


BUYER INITIALS

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Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
24	NEGATIVE LEVEL I RENEWAL TWO	25,848.0000	EA	6.1400	158,706.72
25	MENTAL ILLNESS LEVEL II RENEWAL TWO	2,629.0000	EA	447.0000	1,175,163.00
26	INTELLECTUAL DISABILITY LEVEL RENEWAL TWO	216.0000	EA	537.0000	115,992.00
27	MENTAL ILLNESS/MENTAL RENEWAL TWO	192.0000	EA	547.0000	105,024.00
28	PAPER/HALTED/DISCONTINUED RENEWAL TWO	252.0000	EA	68.3000	17,211.60
29	APPEALS RENEWAL TWO	10.0000	EA	100.0000	1,000.00
30	CONSULTATION RENEWAL TWO	20.0000	EA	150.0000	3,000.00
31	PROJECT MANAGEMENT RENEWAL TWO	5.0000	HR	150.0000	750.00
32	BUSINESS ANALYST RENEWAL TWO	5.0000	HR	150.0000	750.00
33	DEVELOPER RENEWAL TWO	5.0000	HR	250.0000	1,250.00
34	LEVEL I RENEWAL THREE	2,328.0000	EA	38.4300	89,465.04
35	NEGATIVE LEVEL I RENEWAL THREE	25,848.0000	EA	6.1400	158,706.72
36	MENTAL ILLNESS LEVEL II RENEWAL THREE	1,260.0000	EA	447.0000	563,220.00
37	INTELLECTUAL DISABILITY LEVEL RENEWAL THREE	216.0000	EA	537.0000	115,992.00
38	MENTAL ILLNESS/MENTAL RENEWAL THREE	192.0000	EA	547.0000	105,024.00
39	PAPER/HALTED/DISCONTINUED RENEWAL THREE	122.0000	EA	68.3000	8,332.60


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VENDOR NUMBER: 4173159	

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Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
40	APPEALS RENEWAL THREE	10.0000	EA	100.0000	1,000.00
41	CONSULTATION RENEWAL THREE	20.0000	EA	150.0000	3,000.00
42	PROJECT MANAGEMENT RENEWAL THREE	5.0000	HR	150.0000	750.00
43	BUSINESS ANALYST RENEWAL THREE	5.0000	HR	150.0000	750.00
44	DEVELOPER RENEWAL THREE	5.0000	HR	250.0000	1,250.00
45	LEVEL I EXTENSION ONE	2,328.0000	EA	38.4300	89,465.04
46	NEGATIVE LEVEL I EXTENSION ONE	25,848.0000	EA	6.1400	158,706.72
47	MENTAL ILLNESS LEVEL II EXTENSION ONE	1,260.0000	EA	447.0000	563,220.00
48	INTELLECTUAL DISABILITY LEVEL EXTENSION ONE	216.0000	EA	537.0000	115,992.00
49	MENTAL ILLNESS/MENTAL EXTENSION ONE	192.0000	EA	547.0000	105,024.00
50	PAPER/HALTED/DISCONTINUED EXTENSION ONE	72.0000	EA	68.3000	4,917.60
51	APPEALS EXTENSION ONE	10.0000	EA	100.0000	1,000.00
52	CONSULTATION EXTENSION ONE	20.0000	EA	150.0000	3,000.00
53	PROJECT MANAGEMENT EXTENSION ONE	5.0000	HR	150.0000	750.00
54	BUSINESS ANALYST EXTENSION ONE	5.0000	HR	150.0000	750.00
55	DEVELOPER EXTENSION ONE	5.0000	HR	250.0000	1,250.00

Total Order

6,410,245.42


BUYER INITIALS

ADDENDUM TWO
Contract 71153 O4
Management and administration to Preadmission Screening and Resident Review (PASRR)
Services Statewide
Between
The State of Nebraska and Ascend Management Innovations LLC

This Addendum (the "Addendum") is made by the State of Nebraska and Ascend Management Innovations LLC parties to Contract 71153 O4 (the "Contract"), and upon mutual agreement and other valuable consideration the parties agree to and hereby addend the contract upon execution as follows:

- I. Extend the contract through January 24, 2021.
- II. Add lines 45 - 55 to the contract:

Line	Description	Estimated Quantity	Unit of Measure	Unit Price	Unit Price
45	LEVEL I EXTENSION ONE	2,328.0000	EA	38.4300	89,465.04
46	NEGATIVE LEVEL I EXTENSION ONE	25,848.0000	EA	6.1400	158,706.72
47	MENTAL ILLNESS LEVEL II EXTENSION ONE	1,260.0000	EA	447.0000	563,220.00
48	INTELLECTUAL DISABILITY LEVEL EXTENSION ONE	216.0000	EA	537.0000	115,992.00
49	MENTAL ILLNESS/MENTAL EXTENSION ONE	192.0000	EA	547.0000	105,024.00
50	PAPER/HALTED/DISCONTINUED EXTENSION ONE	72.0000	EA	68.3000	4,917.60
51	APPEALS EXTENSION ONE	10.0000	EA	100.0000	1,000.00
52	CONSULTATION EXTENSION ONE	20.0000	EA	150.0000	3,000.00
53	PROJECT MANAGEMENT EXTENSION ONE	5.0000	HR	150.0000	750.00
54	BUSINESS ANALYST EXTENSION ONE	5.0000	HR	150.0000	750.00
55	DEVELOPER EXTENSION ONE	5.0000	HR	250.0000	1,250.00

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

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

State of Nebraska

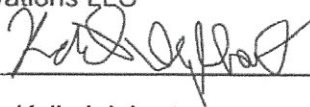
By: 

Name: Doug Carlson

Title: Material Administrator

Date: 4/29/2020

Contractor: Ascend Management
Innovations LLC

By: 

Name: Kaila Iglehart

Title: Counsel, Manager - Contracts, MAXIMUS, Inc.

Date: 04/16/2020

State of Nebraska

Department of Health and Human Services

By: _____

Name: _____

Title: _____

Date: _____

NEBRASKA

Good Life. Great Service.

DEPT. OF ADMINISTRATIVE SERVICES

CONTRACT EXTENSION

March 26, 2020

Ms. Christa Ballew
Ascend Management Innovations LLC
840 Crescent Centre Dr. Ste. 400
Franklin, TN 37067-4667

RE: Contract Number 71153 O4, Preadmission Screening and Resident Review (PASRR)

Dear Ms. Ballew:

The above named contract for providing Preadmission Screening and Resident Review (PASRR) to the State of Nebraska, Department of Health and Human Services expires June 30, 2020.

It carries a provision for extension when mutually agreeable to the Vendor and the State of Nebraska. The State of Nebraska wishes to extend this contract for an additional 208 day period, i.e. July 01, 2020 through January 24, 2021.

If this is agreeable with Ascend Management Innovations LLC, please sign and return as soon as possible, keeping one (1) copy for your files.

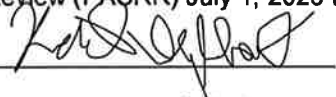
If no response is received within thirty (30) calendar days, the State of Nebraska will assume that Ascend Management Innovations LLC does not intend to extend contract number 71153 O4 and thus may begin the formal solicitation process to obtain Preadmission Screening and Resident Review (PASRR).

Sincerely, ~


Julie Schiltz, Buyer
State Purchasing Bureau

Ascend Management Innovations LLC is agreeable to the extension of 71153 O4 for Preadmission Screening and Resident Review (PASRR) July 1, 2020 through January 24, 2021.

Signature



Title Kaila Iglehart :Manager - Contracts, MAXIMUS, Inc.

Date 04/06/2020

Doug Carlson, Materiel Administrator

Department of Administrative Services | MATERIEL DIVISION

1526 K Street, Ste. 130
Lincoln, Nebraska 68508

OFFICE 402-471-6500
FAX 402-471-2089

das.nebraska.org

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CONTRACT NUMBER
71153 04

PAGE 1 of 4	ORDER DATE 05/29/19
BUSINESS UNIT 25280047	BUYER TERESA FLEMING (AS)
VENDOR NUMBER: 4173159	
VENDOR ADDRESS: ASCEND MANAGEMENT INNOVATIONS LLC 840 CRESCENT CENTRE DR STE 400 FRANKLIN TN 37067-4667	

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

JULY 1, 2019 THROUGH JUNE 30, 2020

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

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

Original/Bid Document 5165 Z1

Contract to supply and deliver Preadmission Screening and Resident Review (PASRR) services statewide to the State of Nebraska as per the attached specifications for the contract period July 1, 2019 through June 30, 2020.

Vendor Contact: Christa Ballew, Vice President
Phone: 877-431-1388 x3500
Cell: 312-285-9617
Fax: 877-431-9568
E-Mail: christaballew@maximus.com

THIS IS THE THIRD RENEWAL OF THE CONTRACT AS AMENDED. (ms 05/29/19)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price	Extended Price
1	LEVEL I INITIAL AWARD	2,832.0000	EA	38.4300	108,833.76
2	NEGATIVE LEVEL I INITIAL AWARD	25,848.0000	EA	6.1400	158,706.72
3	MENTAL ILLNESS LEVEL II INITIAL AWARD	1,593.0000	EA	447.0000	712,071.00
4	INTELLECTUAL DISABILITY LEVEL INITIAL AWARD	216.0000	EA	537.0000	115,992.00
5	MENTAL ILLNESS/MENTAL INITIAL AWARD	192.0000	EA	547.0000	105,024.00
6	PAPER/HALTED/DISCONTINUED INITIAL AWARD	121.0000	EA	68.3000	8,264.30
7	APPEALS INITIAL AWARD	10.0000	EA	100.0000	1,000.00

Sheri Dawson

6/16/19 Teresa Fleming 6/3/19
DK
BUYER
Doug Carlson 6/6/19
MATERIAL ADMINISTRATOR

DHHS DIVISION DIRECTOR

R43503\NISK0002\IN SK0002 2015001

STATE OF NEBRASKA SERVICE CONTRACT AWARD

State Purchasing Bureau
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Lincoln, Nebraska 68508

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PAGE 2 of 4	ORDER DATE 05/29/19
BUSINESS UNIT 25280047	BUYER TERESA FLEMING (AS)
VENDOR NUMBER: 4173159	

CONTRACT NUMBER
71153 04

Line	Description	Estimated Quantity	Unit of Measure	Unit Price	Extended Price
8	CONSULTATION INITIAL AWARD	20.0000	EA	150.0000	3,000.00
9	PROJECT MANAGEMENT INITIAL AWARD	5.0000	HR	150.0000	750.00
10	BUSINESS ANALYST INITIAL AWARD	5.0000	HR	150.0000	750.00
11	DEVELOPER INITIAL AWARD	5.0000	HR	250.0000	1,250.00
12	LEVEL I RENEWAL ONE	3,258.0000	EA	38.4300	125,204.94
13	NEGATIVE LEVEL I RENEWAL ONE	25,848.0000	EA	6.1400	158,706.72
14	MENTAL ILLNESS LEVEL II RENEWAL ONE	1,903.0000	EA	447.0000	850,641.00
15	INTELLECTUAL DISABILITY LEVEL RENEWAL ONE	216.0000	EA	537.0000	115,992.00
16	MENTAL ILLNESS/MENTAL RENEWAL ONE	192.0000	EA	547.0000	105,024.00
17	PAPER/HALTED/DISCONTINUED RENEWAL ONE	188.0000	EA	68.3000	12,840.40
18	APPEALS RENEWAL ONE	10.0000	EA	100.0000	1,000.00
19	CONSULTATION RENEWAL ONE	20.0000	EA	150.0000	3,000.00
20	PROJECT MANAGEMENT RENEWAL ONE	5.0000	HR	150.0000	750.00
21	BUSINESS ANALYST RENEWAL ONE	5.0000	HR	150.0000	750.00
22	DEVELOPER RENEWAL ONE	5.0000	HR	250.0000	1,250.00
23	LEVEL I RENEWAL TWO	3,528.0000	EA	38.4300	135,581.04


BUYER INITIALS

R43500\NISK0002\NISK0002 20150901

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PAGE 3 of 4	ORDER DATE 05/29/19
BUSINESS UNIT 25280047	BUYER TERESA FLEMING (AS)
VENDOR NUMBER: 4173159	

CONTRACT NUMBER
71153 04

Line	Description	Estimated Quantity	Unit of Measure	Unit Price	Extended Price
24	NEGATIVE LEVEL I RENEWAL TWO	25,848.0000	EA	6.1400	158,706.72
25	MENTAL ILLNESS LEVEL II RENEWAL TWO	2,329.0000	EA	447.0000	1,041,063.00
26	INTELLECTUAL DISABILITY LEVEL RENEWAL TWO	216.0000	EA	537.0000	115,992.00
27	MENTAL ILLNESS/MENTAL RENEWAL TWO	192.0000	EA	547.0000	105,024.00
28	PAPER/HALTED/DISCONTINUED RENEWAL TWO	252.0000	EA	68.3000	17,211.60
29	APPEALS RENEWAL TWO	10.0000	EA	100.0000	1,000.00
30	CONSULTATION RENEWAL TWO	20.0000	EA	150.0000	3,000.00
31	PROJECT MANAGEMENT RENEWAL TWO	5.0000	HR	150.0000	750.00
32	BUSINESS ANALYST RENEWAL TWO	5.0000	HR	150.0000	750.00
33	DEVELOPER RENEWAL TWO	5.0000	HR	250.0000	1,250.00
34	LEVEL I RENEWAL THREE	2,328.0000	EA	38.4300	89,465.04
35	NEGATIVE LEVEL I RENEWAL THREE	25,848.0000	EA	6.1400	158,706.72
36	MENTAL ILLNESS LEVEL II RENEWAL THREE	1,260.0000	EA	447.0000	563,220.00
37	INTELLECTUAL DISABILITY LEVEL RENEWAL THREE	216.0000	EA	537.0000	115,992.00
38	MENTAL ILLNESS/MENTAL RENEWAL THREE	192.0000	EA	547.0000	105,024.00
39	PAPER/HALTED/DISCONTINUED RENEWAL THREE	72.0000	EA	68.3000	4,917.60


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PAGE 4 of 4	ORDER DATE 05/29/19
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VENDOR NUMBER: 4173159	

Line	Description	Estimated Quantity	Unit of Measure	Unit Price	Extended Price
40	APPEALS RENEWAL THREE	10.0000	EA	100.0000	1,000.00
41	CONSULTATION RENEWAL THREE	20.0000	EA	150.0000	3,000.00
42	PROJECT MANAGEMENT RENEWAL THREE	5.0000	HR	150.0000	750.00
43	BUSINESS ANALYST RENEWAL THREE	5.0000	HR	150.0000	750.00
44	DEVELOPER RENEWAL THREE	5.0000	HR	250.0000	1,250.00
Total Order					5,215,204.56


BUYER INITIALS

NEBRASKA

Good Life. Great Service.

DEPT. OF ADMINISTRATIVE SERVICES

CONTRACT RENEWAL

February 5, 2019

Ms. Christa Ballew
Ascend Management Innovations LLC
840 Crescent Centre Dr Ste 400
Franklin, TN 37067-4667

RE: Contract Number 71153 O4, Preadmission Screening and Resident Review (PASRR)

Dear Ms. Ballew:

The above named contract for providing Preadmission Screening and Resident Review (PASRR) to the State of Nebraska, Department of Health and Human Service expires June 30, 2019.

It carries a provision for renewal when mutually agreeable to the Vendor and the State of Nebraska. The State of Nebraska wishes to renew this contract for an additional one (1) year period, i.e. July 1, 2019 through June 30, 2020.

If this is agreeable with Ascend Management Innovations LLC, please sign and return as soon as possible, keeping one (1) copy for your files.

If no response is received within thirty (30) calendar days, the State of Nebraska will assume that Ascend Management Innovations LLC does not intend to renew contract number 71153 O4 and thus may begin the formal solicitation process to obtain Preadmission Screening and Resident Review (PASRR).

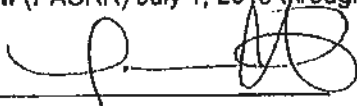
Sincerely,



Teresa Fleming, Buyer
State Purchasing Bureau

Ascend Management Innovations LLC is agreeable to the renewal of 71153 O4 for Preadmission Screening and Resident Review (PASRR) July 1, 2019 through June 30, 2020.

SIGNATURE



TITLE

T. Isadora Huntley
Sr. Director, Contracts

DATE

2.21.19

Department of Administrative Services | MATERIAL DIVISION

1526 K Street, Ste. 130
Lincoln, Nebraska 68508

OFFICE 402-471-0972
FAX 402-471-2089

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Original/Bid Document 5165 Z1

Contract to supply and deliver Preadmission Screening and Resident Review (PASRR) services statewide to the State of Nebraska as per the attached specifications for the contract period July 1, 2018 through June 30, 2019. The contract may be renewed for one (1) additional one (1) year period when mutually agreeable to the vendor and the State of Nebraska.

Vendor Contact: Christa Ballew, Vice President
Phone: 877-431-1388 x3500
Cell: 312-285-9617
Fax: 877-431-9568
E-Mail: christaballew@maximus.com

THIS IS THE SECOND RENEWAL OF THE CONTRACT AS AMENDED. (bb 05/30/18)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price	Extended Price
1	LEVEL I INITIAL AWARD	2,832.0000	EA	38.4300	108,833.76
2	NEGATIVE LEVEL I INITIAL AWARD	25,848.0000	EA	6.1400	158,706.72
3	MENTAL ILLNESS LEVEL II INITIAL AWARD	1,593.0000	EA	447.0000	712,071.00
4	INTELLECTUAL DISABILITY LEVEL INITIAL AWARD	216.0000	EA	537.0000	115,992.00
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6	PAPER/HALTED/DISCONTINUED INITIAL AWARD	121.0000	EA	68.3000	8,264.30
7	APPEALS	10.0000	EA	100.0000	1,000.00


DHHS Division Director


6/19/18
BUYER
MATERIEL ADMINISTRATOR
6/19/18
R43500|NISK0002|NISK0002 20150901

STATE OF NEBRASKA SERVICE CONTRACT AWARD

State Purchasing Bureau
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VENDOR NUMBER: 4173159	

CONTRACT NUMBER
71153 04

Line	Description	Estimated Quantity	Unit of Measure	Unit Price	Extended Price
	INITIAL AWARD				
8	CONSULTATION INITIAL AWARD	20.0000	EA	150.0000	3,000.00
9	PROJECT MANAGEMENT INITIAL AWARD	5.0000	HR	150.0000	750.00
10	BUSINESS ANALYST INITIAL AWARD	5.0000	HR	150.0000	750.00
11	DEVELOPER INITIAL AWARD	5.0000	HR	250.0000	1,250.00
12	LEVEL I RENEWAL ONE	3,228.0000	EA	38.4300	124,052.04
13	NEGATIVE LEVEL I RENEWAL ONE	25,848.0000	EA	6.1400	158,706.72
14	MENTAL ILLNESS LEVEL II RENEWAL ONE	1,760.0000	EA	447.0000	786,720.00
15	INTELLECTUAL DISABILITY LEVEL RENEWAL ONE	216.0000	EA	537.0000	115,992.00
16	MENTAL ILLNESS/MENTAL RENEWAL ONE	192.0000	EA	547.0000	105,024.00
17	PAPER/HALTED/DISCONTINUED RENEWAL ONE	172.0000	EA	68.3000	11,747.60
18	APPEALS RENEWAL ONE	10.0000	EA	100.0000	1,000.00
19	CONSULTATION RENEWAL ONE	20.0000	EA	150.0000	3,000.00
20	PROJECT MANAGEMENT RENEWAL ONE	5.0000	HR	150.0000	750.00
21	BUSINESS ANALYST RENEWAL ONE	5.0000	HR	150.0000	750.00
22	DEVELOPER RENEWAL ONE	5.0000	HR	250.0000	1,250.00
23	LEVEL I	2,328.0000	EA	38.4300	89,465.04


BUYER INITIALS

STATE OF NEBRASKA SERVICE CONTRACT AWARD

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

Telephone: (402) 471-6500
Fax: (402) 471-2089

PAGE 3 of 4	ORDER DATE 05/30/18
BUSINESS UNIT 25280047	BUYER TERESA FLEMING (AS)
VENDOR NUMBER: 4173159	

CONTRACT NUMBER
71153 04

Line	Description	Estimated Quantity	Unit of Measure	Unit Price	Extended Price
	RENEWAL TWO				
24	NEGATIVE LEVEL I RENEWAL TWO	25,848.0000	EA	6.1400	158,706.72
25	MENTAL ILLNESS LEVEL II RENEWAL TWO	1,260.0000	EA	447.0000	563,220.00
26	INTELLECTUAL DISABILITY LEVEL RENEWAL TWO	216.0000	EA	537.0000	115,992.00
27	MENTAL ILLNESS/MENTAL RENEWAL TWO	192.0000	EA	547.0000	105,024.00
28	PAPER/HALTED/DISCONTINUED RENEWAL TWO	72.0000	EA	68.3000	4,917.60
29	APPEALS RENEWAL TWO	10.0000	EA	100.0000	1,000.00
30	CONSULTATION RENEWAL TWO	20.0000	EA	150.0000	3,000.00
31	PROJECT MANAGEMENT RENEWAL TWO	5.0000	HR	150.0000	750.00
32	BUSINESS ANALYST RENEWAL TWO	5.0000	HR	150.0000	750.00
33	DEVELOPER RENEWAL TWO	5.0000	HR	250.0000	1,250.00
34	LEVEL I RENEWAL THREE	2,328.0000	EA	38.4300	89,465.04
35	NEGATIVE LEVEL I RENEWAL THREE	25,848.0000	EA	6.1400	158,706.72
36	MENTAL ILLNESS LEVEL II RENEWAL THREE	1,260.0000	EA	447.0000	563,220.00
37	INTELLECTUAL DISABILITY LEVEL RENEWAL THREE	216.0000	EA	537.0000	115,992.00
38	MENTAL ILLNESS/MENTAL RENEWAL THREE	192.0000	EA	547.0000	105,024.00
39	PAPER/HALTED/DISCONTINUED	72.0000	EA	68.3000	4,917.60


BUYER INITIALS

STATE OF NEBRASKA SERVICE CONTRACT AWARD

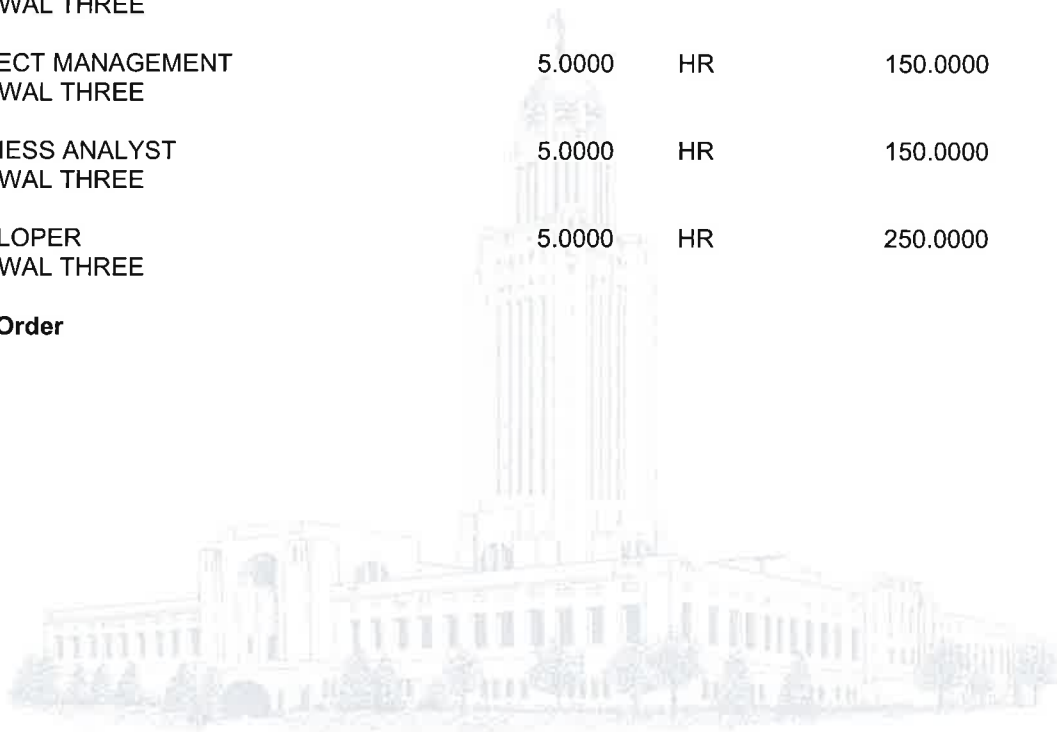
State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
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PAGE 4 of 4	ORDER DATE 05/30/18
BUSINESS UNIT 25280047	BUYER TERESA FLEMING (AS)
VENDOR NUMBER: 4173159	

CONTRACT NUMBER
71153 04

Line	Description	Estimated Quantity	Unit of Measure	Unit Price	Extended Price
	RENEWAL THREE				
40	APPEALS RENEWAL THREE	10.0000	EA	100.0000	1,000.00
41	CONSULTATION RENEWAL THREE	20.0000	EA	150.0000	3,000.00
42	PROJECT MANAGEMENT RENEWAL THREE	5.0000	HR	150.0000	750.00
43	BUSINESS ANALYST RENEWAL THREE	5.0000	HR	150.0000	750.00
44	DEVELOPER RENEWAL THREE	5.0000	HR	250.0000	1,250.00
Total Order					4,612,784.86




BUYER INITIALS

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

Telephone: (402) 471-6500
Fax: (402) 471-2089

PAGE 1 of 4	ORDER DATE 06/08/17
BUSINESS UNIT 25280047	BUYER TERESA FLEMING (AS)
VENDOR NUMBER: 4173159	
VENDOR ADDRESS: ASCEND MANAGEMENT INNOVATIONS LLC 840 CRESCENT CENTRE DR STE 400 FRANKLIN TN 37067-4667	

CONTRACT NUMBER
71153 04

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

JULY 1, 2017 THROUGH JUNE 30, 2018

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

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

Original/Bid Document 5165 Z1

Contract to supply and deliver Preadmission Screening and Resident Review (PASRR) services statewide to the State of Nebraska as per the attached specifications for the contract period July 1, 2017 through June 30, 2018. The contract may be renewed for two (2) additional one (1) year periods when mutually agreeable to the vendor and the State of Nebraska.

Vendor Contact: Christa Ballew, Vice President
Phone: 877-431-1388 x3500
Cell: 312-285-9617
Fax: 877-431-9568
E-Mail: christaballew@maximus.com

THIS IS THE FIRST RENEWAL OF THE CONTRACT AS AMENDED. (6/8/17 sc)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price	Extended Price
1	LEVEL I INITIAL AWARD	2,509.0000	EA	38.4300	96,420.87
2	NEGATIVE LEVEL I INITIAL AWARD	25,848.0000	EA	6.1400	158,706.72
3	MENTAL ILLNESS LEVEL II INITIAL AWARD	1,389.0000	EA	447.0000	620,883.00
4	INTELLECTUAL DISABILITY LEVEL INITIAL AWARD	216.0000	EA	537.0000	115,992.00
5	MENTAL ILLNESS/MENTAL INITIAL AWARD	192.0000	EA	547.0000	105,024.00
6	PAPER/HALTED/DISCONTINUED INITIAL AWARD	95.0000	EA	68.3000	6,488.50
7	APPEALS	10.0000	EA	100.0000	1,000.00



DHHS Division Director

6/14/17
Teresa Fleming 6/8/17
BUYER
6/14/17
MATERIEL ADMINISTRATOR

STATE OF NEBRASKA SERVICE CONTRACT AWARD

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

Telephone: (402) 471-6500
Fax: (402) 471-2089

PAGE 2 of 4	ORDER DATE 06/08/17
BUSINESS UNIT 25280047	BUYER TERESA FLEMING (AS)
VENDOR NUMBER: 4173159	

CONTRACT NUMBER
71153 04

Line	Description	Estimated Quantity	Unit of Measure	Unit Price	Extended Price
	INITIAL AWARD				
8	CONSULTATION INITIAL AWARD	20.0000	EA	150.0000	3,000.00
9	PROJECT MANAGEMENT INITIAL AWARD	5.0000	HR	150.0000	750.00
10	BUSINESS ANALYST INITIAL AWARD	5.0000	HR	150.0000	750.00
11	DEVELOPER INITIAL AWARD	5.0000	HR	250.0000	1,250.00
12	LEVEL I RENEWAL ONE	2,328.0000	EA	38.4300	89,465.04
13	NEGATIVE LEVEL I RENEWAL ONE	25,848.0000	EA	6.1400	158,706.72
14	MENTAL ILLNESS LEVEL II RENEWAL ONE	1,260.0000	EA	447.0000	563,220.00
15	INTELLECTUAL DISABILITY LEVEL RENEWAL ONE	216.0000	EA	537.0000	115,992.00
16	MENTAL ILLNESS/MENTAL RENEWAL ONE	192.0000	EA	547.0000	105,024.00
17	PAPER/HALTED/DISCONTINUED RENEWAL ONE	72.0000	EA	68.3000	4,917.60
18	APPEALS RENEWAL ONE	10.0000	EA	100.0000	1,000.00
19	CONSULTATION RENEWAL ONE	20.0000	EA	150.0000	3,000.00
20	PROJECT MANAGEMENT RENEWAL ONE	5.0000	HR	150.0000	750.00
21	BUSINESS ANALYST RENEWAL ONE	5.0000	HR	150.0000	750.00
22	DEVELOPER RENEWAL ONE	5.0000	HR	250.0000	1,250.00
23	LEVEL I	2,328.0000	EA	38.4300	89,465.04


BUYER INITIALS

STATE OF NEBRASKA SERVICE CONTRACT AWARD

State Purchasing Bureau
1526 K Street, Suite 130
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PAGE 3 of 4	ORDER DATE 06/08/17
BUSINESS UNIT 25280047	BUYER TERESA FLEMING (AS)
VENDOR NUMBER: 4173159	

CONTRACT NUMBER
71153 04

Line	Description	Estimated Quantity	Unit of Measure	Unit Price	Extended Price
	RENEWAL TWO				
24	NEGATIVE LEVEL I RENEWAL TWO	25,848.0000	EA	6.1400	158,706.72
25	MENTAL ILLNESS LEVEL II RENEWAL TWO	1,260.0000	EA	447.0000	563,220.00
26	INTELLECTUAL DISABILITY LEVEL RENEWAL TWO	216.0000	EA	537.0000	115,992.00
27	MENTAL ILLNESS/MENTAL RENEWAL TWO	192.0000	EA	547.0000	105,024.00
28	PAPER/HALTED/DISCONTINUED RENEWAL TWO	72.0000	EA	68.3000	4,917.60
29	APPEALS RENEWAL TWO	10.0000	EA	100.0000	1,000.00
30	CONSULTATION RENEWAL TWO	20.0000	EA	150.0000	3,000.00
31	PROJECT MANAGEMENT RENEWAL TWO	5.0000	HR	150.0000	750.00
32	BUSINESS ANALYST RENEWAL TWO	5.0000	HR	150.0000	750.00
33	DEVELOPER RENEWAL TWO	5.0000	HR	250.0000	1,250.00
34	LEVEL I RENEWAL THREE	2,328.0000	EA	38.4300	89,465.04
35	NEGATIVE LEVEL I RENEWAL THREE	25,848.0000	EA	6.1400	158,706.72
36	MENTAL ILLNESS LEVEL II RENEWAL THREE	1,260.0000	EA	447.0000	563,220.00
37	INTELLECTUAL DISABILITY LEVEL RENEWAL THREE	216.0000	EA	537.0000	115,992.00
38	MENTAL ILLNESS/MENTAL RENEWAL THREE	192.0000	EA	547.0000	105,024.00
39	PAPER/HALTED/DISCONTINUED	72.0000	EA	68.3000	4,917.60


BUYER INITIALS

STATE OF NEBRASKA SERVICE CONTRACT AWARD

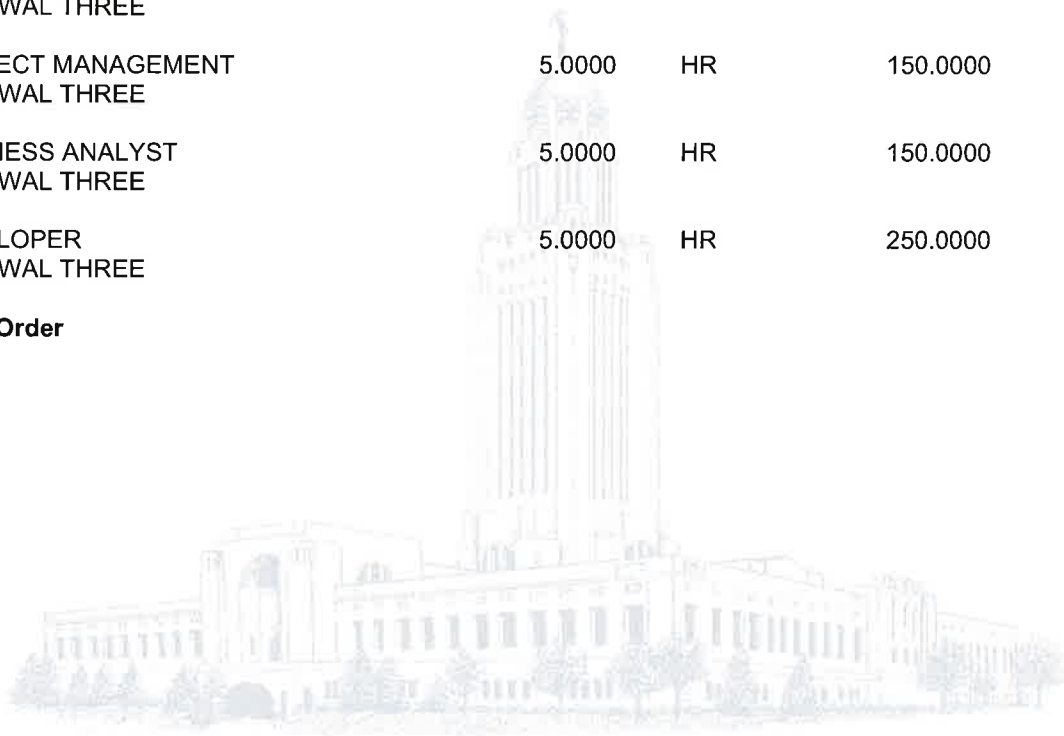
State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

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PAGE 4 of 4	ORDER DATE 06/08/17
BUSINESS UNIT 25280047	BUYER TERESA FLEMING (AS)
VENDOR NUMBER: 4173159	

CONTRACT NUMBER
71153 04

Line	Description	Estimated Quantity	Unit of Measure	Unit Price	Extended Price
	RENEWAL THREE				
40	APPEALS RENEWAL THREE	10.0000	EA	100.0000	1,000.00
41	CONSULTATION RENEWAL THREE	20.0000	EA	150.0000	3,000.00
42	PROJECT MANAGEMENT RENEWAL THREE	5.0000	HR	150.0000	750.00
43	BUSINESS ANALYST RENEWAL THREE	5.0000	HR	150.0000	750.00
44	DEVELOPER RENEWAL THREE	5.0000	HR	250.0000	1,250.00
Total Order					4,242,491.17



A handwritten signature in blue ink, likely belonging to the buyer, Teresa Fleming.

BUYER INITIALS

STATE OF NEBRASKA SERVICE CONTRACT AMENDMENT

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

Telephone: (402) 471-6500
Fax: (402) 471-2089

CONTRACT NUMBER
71153 04

PAGE 1 of 4	ORDER DATE 04/27/17
BUSINESS UNIT 25280047	BUYER TERESA FLEMING (AS)
VENDOR NUMBER: 4173159	
VENDOR ADDRESS: ASCEND MANAGEMENT INNOVATIONS LLC 840 CRESCENT CENTRE DR STE 400 FRANKLIN TN 37067-4667	

THE CONTRACT PERIOD IS:

MAY 09, 2016 THROUGH JUNE 30, 2017

THIS SERVICE CONTRACT HAS BEEN AMENDED PER THE FOLLOWING INFORMATION:

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

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

Original/Bid Document 5165 Z1

Contract to supply and deliver Preadmission Screening and Resident Review (PASRR) services statewide to the State of Nebraska as per the attached specifications for contract period May 9, 2016 through June 30, 2017. The contract may be renewed for three (3) additional one (1) year periods when mutually agreeable to the vendor and the State of Nebraska.

Vendor Contact: Christa Ballew, Vice President
Phone: 877-431-1388 x3500
Cell: 312-285-9617
Fax: 877-431-9568
E-Mail: christaballew@maximus.com

(ss 04/28/16)

AMENDMENT ONE (1) AS ATTACHED. (4/27/17 sc)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price	Extended Price
1	LEVEL I INITIAL AWARD	2,328.0000	EA	38.4300	89,465.04
2	NEGATIVE LEVEL I INITIAL AWARD	25,848.0000	EA	6.1400	158,706.72
3	MENTAL ILLNESS LEVEL II INITIAL AWARD	1,260.0000	EA	447.0000	563,220.00
4	INTELLECTUAL DISABILITY LEVEL INITIAL AWARD	216.0000	EA	537.0000	115,992.00
5	MENTAL ILLNESS/MENTAL	192.0000	EA	547.0000	105,024.00


DHHS Division Director


BUYER
MATERIEL ADMINISTRATOR

STATE OF NEBRASKA SERVICE CONTRACT AMENDMENT

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

Telephone: (402) 471-6500
Fax: (402) 471-2089

CONTRACT NUMBER
71153 04

PAGE 2 of 4	ORDER DATE 04/27/17
BUSINESS UNIT 25280047	BUYER TERESA FLEMING (AS)
VENDOR NUMBER: 4173159	

Line	Description	Estimated Quantity	Unit of Measure	Unit Price	Extended Price
	INITIAL AWARD				
6	PAPER/HALTED/DISCONTINUED INITIAL AWARD	72.0000	EA	68.3000	4,917.60
7	APPEALS INITIAL AWARD	10.0000	EA	100.0000	1,000.00
8	CONSULTATION INITIAL AWARD	20.0000	EA	150.0000	3,000.00
9	PROJECT MANAGEMENT INITIAL AWARD	5.0000	HR	150.0000	750.00
10	BUSINESS ANALYST INITIAL AWARD	5.0000	HR	150.0000	750.00
11	DEVELOPER INITIAL AWARD	5.0000	HR	250.0000	1,250.00
12	LEVEL I RENEWAL ONE	2,328.0000	EA	38.4300	89,465.04
13	NEGATIVE LEVEL I RENEWAL ONE	25,848.0000	EA	6.1400	158,706.72
14	MENTAL ILLNESS LEVEL II RENEWAL ONE	1,260.0000	EA	447.0000	563,220.00
15	INTELLECTUAL DISABILITY LEVEL RENEWAL ONE	216.0000	EA	537.0000	115,992.00
16	MENTAL ILLNESS/MENTAL RENEWAL ONE	192.0000	EA	547.0000	105,024.00
17	PAPER/HALTED/DISCONTINUED RENEWAL ONE	72.0000	EA	68.3000	4,917.60
18	APPEALS RENEWAL ONE	10.0000	EA	100.0000	1,000.00
19	CONSULTATION RENEWAL ONE	20.0000	EA	150.0000	3,000.00
20	PROJECT MANAGEMENT RENEWAL ONE	5.0000	HR	150.0000	750.00


BUYER INITIALS

STATE OF NEBRASKA SERVICE CONTRACT AMENDMENT

State Purchasing Bureau
1526 K Street, Suite 130
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CONTRACT NUMBER
71153 04

PAGE 3 of 4	ORDER DATE 04/27/17
BUSINESS UNIT 25280047	BUYER TERESA FLEMING (AS)
VENDOR NUMBER: 4173159	

Line	Description	Estimated Quantity	Unit of Measure	Unit Price	Extended Price
21	BUSINESS ANALYST RENEWAL ONE	5.0000	HR	150.0000	750.00
22	DEVELOPER RENEWAL ONE	5.0000	HR	250.0000	1,250.00
23	LEVEL I RENEWAL TWO	2,328.0000	EA	38.4300	89,465.04
24	NEGATIVE LEVEL I RENEWAL TWO	25,848.0000	EA	6.1400	158,706.72
25	MENTAL ILLNESS LEVEL II RENEWAL TWO	1,260.0000	EA	447.0000	563,220.00
26	INTELLECTUAL DISABILITY LEVEL RENEWAL TWO	216.0000	EA	537.0000	115,992.00
27	MENTAL ILLNESS/MENTAL RENEWAL TWO	192.0000	EA	547.0000	105,024.00
28	PAPER/HALTED/DISCONTINUED RENEWAL TWO	72.0000	EA	68.3000	4,917.60
29	APPEALS RENEWAL TWO	10.0000	EA	100.0000	1,000.00
30	CONSULTATION RENEWAL TWO	20.0000	EA	150.0000	3,000.00
31	PROJECT MANAGEMENT RENEWAL TWO	5.0000	HR	150.0000	750.00
32	BUSINESS ANALYST RENEWAL TWO	5.0000	HR	150.0000	750.00
33	DEVELOPER RENEWAL TWO	5.0000	HR	250.0000	1,250.00
34	LEVEL I RENEWAL THREE	2,328.0000	EA	38.4300	89,465.04
35	NEGATIVE LEVEL I RENEWAL THREE	25,848.0000	EA	6.1400	158,706.72



BUYER INITIALS

STATE OF NEBRASKA SERVICE CONTRACT AMENDMENT

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PAGE 4 of 4	ORDER DATE 04/27/17
BUSINESS UNIT 25280047	BUYER TERESA FLEMING (AS)
VENDOR NUMBER: 4173159	

CONTRACT NUMBER
71153 04

Line	Description	Estimated Quantity	Unit of Measure	Unit Price	Extended Price
36	MENTAL ILLNESS LEVEL II RENEWAL THREE	1,260.0000	EA	447.0000	563,220.00
37	INTELLECTUAL DISABILITY LEVEL RENEWAL THREE	216.0000	EA	537.0000	115,992.00
38	MENTAL ILLNESS/MENTAL RENEWAL THREE	192.0000	EA	547.0000	105,024.00
39	PAPER/HALTED/DISCONTINUED RENEWAL THREE	72.0000	EA	68.3000	4,917.60
40	APPEALS RENEWAL THREE	10.0000	EA	100.0000	1,000.00
41	CONSULTATION RENEWAL THREE	20.0000	EA	150.0000	3,000.00
42	PROJECT MANAGEMENT RENEWAL THREE	5.0000	HR	150.0000	750.00
43	BUSINESS ANALYST RENEWAL THREE	5.0000	HR	150.0000	750.00
44	DEVELOPER RENEWAL THREE	5.0000	HR	250.0000	1,250.00
Total Order					4,176,301.44



BUYER INITIALS

AMENDMENT ONE
71153 O4
Preadmission Screening and Resident Review (PASRR) for the State of Nebraska
Between
The State of Nebraska and Ascend Management Innovations LLC

This Amendment (the "Amendment") is made by the State of Nebraska and Ascend Management Innovations LLC, parties to Contract 71153 O4 (the "Contract"), and upon mutual agreement and other valuable consideration the parties agree to and hereby amend the contract as follows:

Vendor contact information is hereby superseded and replaced by:

Vendor Contact: Christa Ballew, Vice President
Phone: 877-431-1388 x 3500
Cell: 312-285-9617
Fax: 877-431-9568
Email: christaballew@maximus.com

SECTION III. TERMS AND CONDITIONS

II. INVOICES

Invoices for payments must be submitted by the Contractor to the agency requesting the services with sufficient detail to support payment. Invoices will contain current month and year to date activities as to type of screenings or evaluations, number completed, rates, and be accompanied by supporting documentation on a monthly basis. Invoices will be submitted to the DHHS PASRR Contract Manager at the following address:

DHHS Division of Behavioral Health and Division of Medicaid and Long-Term Care
301 Centennial Mall South, 3rd Floor
PO Box 95026
Lincoln, NE 68509-5026

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.

SECTION IV. PROJECT DESCRIPTION AND SCOPE OF WORK

C. PROJECT REQUIREMENTS

2. LEVEL II EVALUATION REQUIREMENTS

- j. The Contractor is responsible for all notifications as they relate to PASRR. Notifications may be faxed, mailed, or electronic. Confirmation of findings must be available and furnished to the referring facility as part of the resident's medical record. The Contractor must prepare notifications to applicants/residents, legal representative, guardians, NFs, hospitals, etc. as required by the Nebraska DHHS and current federal regulations.

SECTION IV. PROJECT DESCRIPTION AND SCOPE OF WORK

D. BUSINESS REQUIREMENTS

- 1. The DHHS DBH and Medicaid and Long Term Care (MLTC) requires the Contractor to facilitate all aspects of the provision of Nebraska PASRR services. The Contractor will be required to perform evaluations in all counties of the State. The Contractor will not be required to maintain an office in Nebraska. The bidder should provide a detailed description of the methodology to be used to provide the required administrative services to carry out the requirements of this RFP. Business requirements include, but are not limited to:

- e. **COMPLAINT INVESTIGATION AND APPEAL PROCESS**

Contractor will be responsible for conducting a formal complaint investigation process in the event of problems reported by the DHHS DBH, Division of Medicaid and Long Term Care, health care community, families or other entities. The Contractor must participate by conference call in appeal

hearings as requested or required by the DHHS DBH or Medicaid and Long Term Care. Any appeals for reviews resulting in a denial for NF services must be represented by the Contractor's licensed physician. Results of investigation process and appeal determinations must be submitted to DHHS DBH and MLTC.

SECTION IV. PROJECT DESCRIPTION AND SCOPE OF WORK

E. SCOPE OF WORK

It is the intent of the DHHS DBH and MLTC to contract with one bidder to implement the PASRR screening and evaluation services on a statewide basis. Bidders should demonstrate an understanding of the unique challenges encountered when providing statewide services to a geographically large, rural, and frontier state.

ADD:

SECTION IV. PROJECT DESCRIPTION AND SCOPE OF WORK

I. NOTICES

Any notices required to be provided are to be provided to both DBH and MLTC.

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

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

State of Nebraska

By: 

Name: Bo Botelho

Title: Material Administrator

Date: 5/18/17

Contractor: Ascend Management Innovations LLC

By: 

Name: T. Isadora Huntley
Sr. Manager Contracts

Title: _____

Date: 4.21.17

Department of Health & Human Services
Division of Behavior Health

By: 

Name: Sheri Dawson

Title: Director

Date: 05-03-2017

Department of Health & Human Services
Medicaid Long-Term Care

By: 

Name: CAROL LYNETT

Title: DIRECTOR

Date: 5/12/17

STATE OF NEBRASKA SERVICE CONTRACT AWARD

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

Telephone: (402) 471-6500
Fax: (402) 471-2089

CONTRACT NUMBER
71153 04

PAGE 1 of 4	ORDER DATE 04/28/16
BUSINESS UNIT 25280047	BUYER TERESA FLEMING (AS)
VENDOR NUMBER: 4173159	
VENDOR ADDRESS: ASCEND MANAGEMENT INNOVATIONS LLC 840 CRESCENT CENTRE DR STE 400 FRANKLIN TN 37067-4667	

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

MAY 09, 2016 THROUGH JUNE 30, 2017

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

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

Original/Bid Document 5165 Z1

Contract to supply and deliver Preadmission Screening and Resident Review (PASRR) services statewide to the State of Nebraska as per the attached specifications for contract period May 9, 2016 through June 30, 2017. The contract may be renewed for three (3) additional one (1) year periods when mutually agreeable to the vendor and the State of Nebraska.

Vendor Contact: Emily Cook, SVP, Ascend Operating Unit
Phone (Office): 877-431-1388 ext. 3444
Phone (Cellular): 615-830-6980
Fax: 877-431-9568
E-Mail: ecook@ascendami.com

(ss 04/28/16)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price	Extended Price
1	LEVEL I INITIAL AWARD	2,328.0000	EA	38.4300	89,465.04
2	NEGATIVE LEVEL I INITIAL AWARD	25,848.0000	EA	6.1400	158,706.72
3	MENTAL ILLNESS LEVEL II INITIAL AWARD	1,260.0000	EA	447.0000	563,220.00
4	INTELLECTUAL DISABILITY LEVEL INITIAL AWARD	216.0000	EA	537.0000	115,992.00
5	MENTAL ILLNESS/MENTAL INITIAL AWARD	192.0000	EA	547.0000	105,024.00
6	PAPER/HALTED/DISCONTINUED INITIAL AWARD	72.0000	EA	68.3000	4,917.60
7	APPEALS	10.0000	EA	100.0000	1,000.00


DHHS Division Director


BUYER
MATERIEL ADMINISTRATOR

STATE OF NEBRASKA SERVICE CONTRACT AWARD

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

Telephone: (402) 471-6500
Fax: (402) 471-2089

PAGE 2 of 4	ORDER DATE 04/28/16
BUSINESS UNIT 25280047	BUYER TERESA FLEMING (AS)
VENDOR NUMBER: 4173159	

CONTRACT NUMBER
71153 04

Line	Description	Estimated Quantity	Unit of Measure	Unit Price	Extended Price
	INITIAL AWARD				
8	CONSULTATION INITIAL AWARD	20.0000	EA	150.0000	3,000.00
9	PROJECT MANAGEMENT INITIAL AWARD	5.0000	HR	150.0000	750.00
10	BUSINESS ANALYST INITIAL AWARD	5.0000	HR	150.0000	750.00
11	DEVELOPER INITIAL AWARD	5.0000	HR	250.0000	1,250.00
12	LEVEL I RENEWAL ONE	2,328.0000	EA	38.4300	89,465.04
13	NEGATIVE LEVEL I RENEWAL ONE	25,848.0000	EA	6.1400	158,706.72
14	MENTAL ILLNESS LEVEL II RENEWAL ONE	1,260.0000	EA	447.0000	563,220.00
15	INTELLECTUAL DISABILITY LEVEL RENEWAL ONE	216.0000	EA	537.0000	115,992.00
16	MENTAL ILLNESS/MENTAL RENEWAL ONE	192.0000	EA	547.0000	105,024.00
17	PAPER/HALTED/DISCONTINUED RENEWAL ONE	72.0000	EA	68.3000	4,917.60
18	APPEALS RENEWAL ONE	10.0000	EA	100.0000	1,000.00
19	CONSULTATION RENEWAL ONE	20.0000	EA	150.0000	3,000.00
20	PROJECT MANAGEMENT RENEWAL ONE	5.0000	HR	150.0000	750.00
21	BUSINESS ANALYST RENEWAL ONE	5.0000	HR	150.0000	750.00
22	DEVELOPER RENEWAL ONE	5.0000	HR	250.0000	1,250.00
23	LEVEL I	2,328.0000	EA	38.4300	89,465.04


BUYER INITIALS

STATE OF NEBRASKA SERVICE CONTRACT AWARD

State Purchasing Bureau
1526 K Street, Suite 130
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Telephone: (402) 471-6500
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PAGE 3 of 4	ORDER DATE 04/28/16
BUSINESS UNIT 25280047	BUYER TERESA FLEMING (AS)
VENDOR NUMBER: 4173159	

CONTRACT NUMBER
71153 04

Line	Description	Estimated Quantity	Unit of Measure	Unit Price	Extended Price
	RENEWAL TWO				
24	NEGATIVE LEVEL I RENEWAL TWO	25,848.0000	EA	6.1400	158,706.72
25	MENTAL ILLNESS LEVEL II RENEWAL TWO	1,260.0000	EA	447.0000	563,220.00
26	INTELLECTUAL DISABILITY LEVEL RENEWAL TWO	216.0000	EA	537.0000	115,992.00
27	MENTAL ILLNESS/MENTAL RENEWAL TWO	192.0000	EA	547.0000	105,024.00
28	PAPER/HALTED/DISCONTINUED RENEWAL TWO	72.0000	EA	68.3000	4,917.60
29	APPEALS RENEWAL TWO	10.0000	EA	100.0000	1,000.00
30	CONSULTATION RENEWAL TWO	20.0000	EA	150.0000	3,000.00
31	PROJECT MANAGEMENT RENEWAL TWO	5.0000	HR	150.0000	750.00
32	BUSINESS ANALYST RENEWAL TWO	5.0000	HR	150.0000	750.00
33	DEVELOPER RENEWAL TWO	5.0000	HR	250.0000	1,250.00
34	LEVEL I RENEWAL THREE	2,328.0000	EA	38.4300	89,465.04
35	NEGATIVE LEVEL I RENEWAL THREE	25,848.0000	EA	6.1400	158,706.72
36	MENTAL ILLNESS LEVEL II RENEWAL THREE	1,260.0000	EA	447.0000	563,220.00
37	INTELLECTUAL DISABILITY LEVEL RENEWAL THREE	216.0000	EA	537.0000	115,992.00
38	MENTAL ILLNESS/MENTAL RENEWAL THREE	192.0000	EA	547.0000	105,024.00
39	PAPER/HALTED/DISCONTINUED	72.0000	EA	68.3000	4,917.60


BUYER INITIALS

STATE OF NEBRASKA SERVICE CONTRACT AWARD

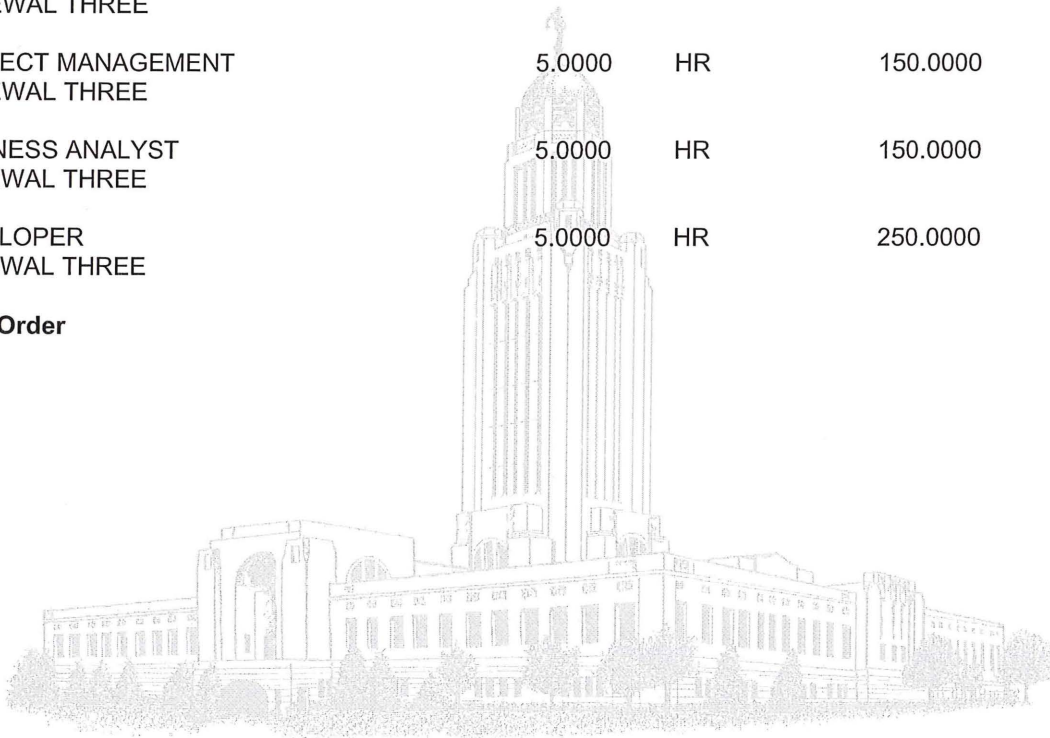
State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

CONTRACT NUMBER
71153 04

PAGE 4 of 4	ORDER DATE 04/28/16
BUSINESS UNIT 25280047	BUYER TERESA FLEMING (AS)
VENDOR NUMBER: 4173159	

Line	Description	Estimated Quantity	Unit of Measure	Unit Price	Extended Price
	RENEWAL THREE				
40	APPEALS RENEWAL THREE	10.0000	EA	100.0000	1,000.00
41	CONSULTATION RENEWAL THREE	20.0000	EA	150.0000	3,000.00
42	PROJECT MANAGEMENT RENEWAL THREE	5.0000	HR	150.0000	750.00
43	BUSINESS ANALYST RENEWAL THREE	5.0000	HR	150.0000	750.00
44	DEVELOPER RENEWAL THREE	5.0000	HR	250.0000	1,250.00
Total Order					4,176,301.44




BUYER INITIALS

ADDENDUM ONE to Contract Award
Terms and Conditions
Contract 71153 O4 Preadmission Screening and Resident Review (PASRR) services statewide
Between
The State of Nebraska and Ascend Management Innovations LLC

The following Terms and Conditions, Addendum One of Contract 71153 O4 have been reviewed and agreed upon between Ascend Management Innovations LLC "Contractor" and the State of Nebraska "State". This addendum will become part of the contract for Preadmission Screening and Resident Review (PASRR) services statewide. The terms and conditions of this Addendum shall supersede, prevail and govern in the case of any inconsistencies with the Terms and Conditions indicated in Section III of the Request for Proposal, except that any section herein marked "RESERVED" shall have no effect on the Terms and Conditions indicated in Section III of the Request for Proposal.

By signing this Addendum the Contractor guarantees compliance with the provisions stated herein, agrees to the terms and conditions and certifies Contractor maintains a drug free work place environment.

A. GENERAL

The contract resulting from this Request for Proposal shall incorporate the following documents:

1. Amendment to Contract Award with the most recent dated amendment having the highest priority;
2. Contract Award and any attached Addenda;
3. The Request for Proposal form and the Contractor's Proposal, signed in ink
4. Amendments to RFP and any Questions and Answers; and
5. The original RFP document and any Addenda.

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a 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 Contract Award with the most recent dated amendment having the highest priority, 2) Contract Award and any attached Addenda, 3) the signed Request for Proposal form and the Contractor's Proposal, 4) Amendments to RFP and any Questions and Answers, 5) the original RFP document and any Addenda.

Any ambiguity in any provision of this contract which shall be discovered after its execution shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska.

Once proposals are opened they become the property of the State of Nebraska and will not be returned.

B. RESERVED

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

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 services to be covered by any contract resulting from this Request for Proposal.

D. PERMITS, REGULATIONS, LAWS

The Contractor shall procure and pay for all permits, licenses, and approvals necessary for the execution of the contract. The Contractor shall comply with all applicable local, state, and federal laws, ordinances, rules, orders, and regulations.

E. OWNERSHIP OF INFORMATION AND DATA

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

The Contractor must guarantee that it has the full legal right to the materials, supplies, equipment, and other rights or titles (e.g. rights to licenses transfer or assign deliverables) necessary to execute this contract. The contract price shall, without exception, include compensation for all royalties and costs arising from patents, trademarks, and copyrights that are in any way involved in the contract. It shall be the responsibility of the Contractor to pay for all royalties and costs, and the State must be held harmless from any such claims.

F. INSURANCE REQUIREMENTS

The Contractor shall not commence work under this contract until all the insurance required hereunder has been obtained and such insurance has been approved by the State. The Contractor shall maintain all required insurance for the life of this contract and shall ensure that the State Purchasing Bureau has the most current certificate of insurance throughout the life of this contract. If Contractor will be utilizing any Subcontractors, the Contractor is responsible for obtaining the certificate(s) of insurance required herein under from any and all Subcontractor(s). The Contractor is also responsible for ensuring Subcontractor(s) maintain the insurance required until completion of the contract requirements. The Contractor shall not allow any Subcontractor to commence work on any Subcontract until all similar insurance required of the Subcontractor has been obtained and approved by the Contractor. Approval of the insurance by the State shall not limit, relieve, or decrease the liability of the Contractor hereunder.

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.

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 contractors' 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. This policy shall include a waiver of subrogation in favor of the State. The amounts of such insurance shall not be less than the limits stated hereinafter.

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 excess and non-contributory. The Commercial Automobile Liability Insurance shall be written to cover all Owned, Non-owned, and Hired vehicles.

3. INSURANCE COVERAGE AMOUNTS REQUIRED

WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY	
Coverage A	Statutory
Coverage B	Statutory
Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee
COMMERCIAL GENERAL LIABILITY	
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal/Advertising Injury	\$1,000,000 any one person
Bodily Injury/Property Damage	\$1,000,000 per occurrence
Fire Damage	\$50,000 any one fire
Medical Payments	\$5,000 any one person
COMMERCIAL AUTOMOBILE LIABILITY	
Bodily Injury/Property Damage	\$1,000,000 combined single limit
UMBRELLA/EXCESS LIABILITY	
Over Primary Insurance	\$5,000,000 per occurrence
SUBROGATION WAIVER	
"Waiver of Subrogation on the Worker's Compensation in favor of the State of Nebraska."	
LIABILITY WAIVER	
"The State of Nebraska, Certificate holder, is an additional insured, primary & noncontributory on the General Liability."	
MANAGED CARE PROFESSIONAL LIABILITY	\$5,000,000 in aggregate \$500,000 per occurrence

4. EVIDENCE OF COVERAGE

The Contractor should furnish the State, with their proposal response, a certificate of insurance coverage complying with the above requirements to the attention of the Buyer at 402-471-2089 (fax).

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

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.

Notice of cancellation of any required insurance policy must be submitted to Administrative Services State Purchasing Bureau when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

G. COOPERATION WITH OTHER CONTRACTORS

The State may already have in place or choose to award supplemental contracts for work related to this Request for Proposal, or any portion thereof.

1. The State reserves the right to award the contract jointly between two or more potential Contractors, if such an arrangement is in the best interest of the State.
2. The Contractor shall agree to cooperate with such other Contractors, and shall not commit or permit any act which may interfere with the performance of work by any other Contractor.

H. INDEPENDENT CONTRACTOR

It is agreed that nothing contained herein is intended or should be construed in any manner as creating or establishing the relationship of partners between the parties hereto. The Contractor represents that it has, or will secure at its own expense, all personnel required to perform the services under the contract. The Contractor's employees and other persons engaged in work or services required by the contractor under the contract shall have no contractual relationship with the State; they shall not be considered employees of the State.

All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination against the Contractor, its officers, or its agents) shall in no way be the responsibility of the State.

The Contractor will hold the State harmless from any and all such claims. Such personnel or other persons shall not require nor be entitled to any compensation, rights, or benefits from the State including without limit, tenure rights, medical and hospital care, sick and vacation leave, severance pay, or retirement benefits.

I. CONTRACTOR RESPONSIBILITY

The Contractor is solely responsible for fulfilling the contract, with responsibility for all services offered and products to be delivered as stated in the Request for Proposal, the Contractor's proposal, and the resulting contract. The Contractor shall be the sole point of contact regarding all contractual matters.

If the Contractor intends to utilize any Subcontractor's services, the Subcontractor's level of effort, tasks, and time allocation must be clearly defined in the Contractor'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. Following execution of the contract, the Contractor shall proceed diligently with all services and shall perform such services with qualified personnel in accordance with the contract.

J. CONTRACTOR PERSONNEL

The Contractor warrants that all persons assigned to the project shall be employees of the Contractor or specified Subcontractors, and shall be fully qualified to perform the work required herein. Personnel employed by the Contractor to fulfill the terms of the contract shall remain under the sole direction and control of the Contractor. The Contractor shall include a similar provision in any contract with any Subcontractor selected to perform work on the project.

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

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

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

1. any and all 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 and submitting any reports on such insurance to the extent required by governing State law; and
5. determining the hours to be worked and the duties to be performed by the Contractor's employees.

K. STATE OF NEBRASKA PERSONNEL RECRUITMENT PROHIBITION

The Contractor shall not, at any time, recruit or employ any State employee or agent who has worked on the Request for Proposal or project, or who had any influence on decisions affecting the Request for Proposal or project.

L. CONFLICT OF INTEREST

By submitting a proposal, bidder certifies that there does not now exist any relationship between the bidder and any person or entity which is or gives the appearance of a conflict of interest related to this Request for Proposal or project.

The bidder certifies that it shall not take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its services hereunder or which creates an actual or appearance of conflict of interest.

The bidder certifies that it will not employ any individual known by bidder to have a conflict of interest.

M. RESERVED

N. ERRORS AND OMISSIONS

The bidder shall not take advantage of any errors and/or omissions in this Request for Proposal or resulting contract. The bidder must promptly notify the State of any errors and/or omissions that are discovered.

O. BEGINNING OF WORK

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

P. ASSIGNMENT BY THE STATE

The State shall have the right to assign or transfer the contract or any of its interests herein to any agency, board, commission, or political subdivision of the State of Nebraska. There shall be no charge to the State for any assignment hereunder.

Q. ASSIGNMENT BY THE CONTRACTOR

The Contractor may not assign, voluntarily or involuntarily, the contract or any of its rights or obligations hereunder (including without limitation rights and duties of performance) to any third party, without the prior written consent of the State, which will not be unreasonably withheld.

R. RESERVED

S. GOVERNING LAW

The contract shall be governed in all respects by the laws and statutes of the State of Nebraska. Any legal proceedings against the State of Nebraska regarding this Request for Proposal or any resultant contract shall be brought in the State of Nebraska administrative or judicial forums as defined by State law. The Contractor must be in compliance with all Nebraska statutory and regulatory law.

T. ATTORNEY'S FEES

In the event of any litigation, appeal, or other legal action to enforce any provision of the contract, the Contractor agrees to pay all expenses of such action, as permitted by law, including attorney's fees and costs, if the State is the prevailing party.

U. ADVERTISING

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 services are endorsed or preferred by the State. News releases pertaining to the project shall not be issued without prior written approval from the State.

V. STATE PROPERTY

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.

W. SITE RULES AND REGULATIONS

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 between the State and the Contractor.

X. NOTIFICATION

During the bid process, all communication between the State and a bidder shall be between the bidder's representative clearly noted in its proposal and the buyer noted in Section II.A. Procuring Office and Contact Person, of this RFP. After the award of the contract, all notices under the contract shall be deemed duly given upon delivery to the staff designated as the point of contact for this Request for Proposal, in person, or upon delivery by U.S. Mail, facsimile, or e-mail. Each bidder should provide in its proposal the name, title, and complete address of its designee to receive notices.

1. Except as otherwise expressly specified herein, all notices, requests, or other communications 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 above, 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 three (3) calendar days following deposit in the mail.
2. Whenever the Contractor encounters any difficulty which is delaying or threatens to delay its timely performance under the contract, the Contractor shall immediately give notice thereof in writing to the State reciting all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery schedule or be construed as a waiver by the State of any of its rights or remedies to which it is entitled by law or equity or pursuant to the provisions of the contract. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery schedule because of such delay.

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.

For the duration of the contract, all communication between Contractor and the State regarding the contract shall take place between the Contractor and individuals specified by the State in writing. Communication about the contract between Contractor and individuals not designated as points of contact by the State is strictly forbidden.

Y. EARLY TERMINATION

The contract may be terminated as follows:

1. The State and the Contractor, by mutual written agreement, may terminate the contract at any time.
2. 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.
3. 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;
 - i. second or subsequent documented "vendor performance report" form deemed acceptable by the State Purchasing Bureau; or
 - j. Contractor engaged in collusion or actions which could have provided Contractor an unfair advantage in obtaining this contract.

Z. FUNDING OUT CLAUSE OR LOSS OF APPROPRIATIONS

The State may terminate the contract, in whole or in part, in the event funding is no longer available. The State's obligation to pay amounts due for fiscal years following the current fiscal year is contingent upon legislative appropriation of funds for the contract. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal years 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 any termination, and advise the Contractor of the location (address and room number) of any related equipment. All obligations of the State to make payments after the termination date will cease and all interest of the State in any related equipment will terminate. 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.

AA. BREACH BY CONTRACTOR

The State may terminate the contract, in whole or in part, if the Contractor fails to perform its obligations under the contract in a timely and proper manner. The State may, by providing a written notice of default to the Contractor, allow the Contractor to cure a failure or breach of contract within a period of thirty (30) calendar days (or longer at State's discretion considering the gravity and nature of the default). Said notice shall be delivered by Certified Mail, Return Receipt Requested, or in person with proof of delivery. Allowing the Contractor time to cure a failure or breach of contract does not waive the State's 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.

BB. ASSURANCES BEFORE BREACH

If any document or deliverable required pursuant to the contract does not fulfill the requirements of the Request for Proposal/resulting contract, upon written notice from the State, the Contractor shall deliver assurances in the form

of additional Contractor resources at no additional cost to the project in order to complete the deliverable, and to ensure that other project schedules will not be adversely affected.

CC. ADMINISTRATION – CONTRACT TERMINATION

1. Contractor must provide confirmation that upon contract termination all deliverables prepared in accordance with this agreement shall become the property of the State of Nebraska; subject to the ownership provision (section E) contained herein, and is provided to the State of Nebraska at no additional cost to the State.
2. Contractor must provide confirmation that in the event of contract termination, all records that are the property of the State will be returned to the State within thirty (30) calendar days. Notwithstanding the above, Contractor may retain one copy of any information 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.

DD. PENALTY

In the event that the Contractor fails to perform any substantial obligation under the contract, the State may withhold all monies due and payable to the Contractor, without penalty, until such failure is cured or otherwise adjudicated.

EE. PERFORMANCE BOND

The Contractor will be required to supply a cashier's check or 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 cashier's check or bond must be an established dollar amount of \$250,000.00. The check or bond will guarantee that the Contractor will faithfully perform all requirements, terms and conditions of the contract. If the Contractor chooses to provide a cashier's check, the check must show an expiration date on the check. Cashier's checks will only be allowed for contracts for three (3) years or less, including all renewal options. Failure to comply shall be grounds for forfeiture of the check or bond as liquidated damages. Amount of forfeiture will be determined by the agency based on loss to the State. The bond or cashier's check will be returned when the service has been satisfactorily completed as solely determined by the State, after termination or expiration of the contract.

FF. FORCE MAJEURE

Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under the contract due to a natural disaster, or other similar event outside the control and not the fault of the affected party ("Force Majeure Event"). A Force Majeure Event shall not constitute a breach of the contract. The party so affected shall immediately give notice to the other party of the Force Majeure Event. The State may grant relief from performance of the contract if the Contractor is prevented from performance by a Force Majeure Event. The burden of proof for the need for such relief shall rest upon the Contractor. To obtain release based on a Force Majeure Event, the Contractor shall file a written request for such relief with the State Purchasing Bureau. Labor disputes with the impacted party's own employees will not be considered a Force Majeure Event and will not suspend performance requirements under the contract.

GG. PROHIBITION AGAINST ADVANCE PAYMENT

Payments shall not be made until contractual deliverable(s) are received and accepted by the State.

HH. PAYMENT

State will render payment to Contractor when the terms and conditions of the contract and specifications have been satisfactorily completed on the part of the Contractor as solely determined by the State. Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2401 through 81-2408). 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 services provided by the Contractor prior to the Effective Date, and the Contractor hereby waives any claim or cause of action for any such services.

II. INVOICES

Invoices for payments must be submitted by the Contractor to the agency requesting the services with sufficient detail to support payment. Invoices will contain current month and year to date activities as to type of screenings or evaluations, number completed, rates, and be accompanied by supporting documentation on a monthly basis. Invoices will be submitted to the DHHS PASRR Contract Manager at the following address:

DHHS-Division of Behavioral Health
301 Centennial Mall South, 3rd Floor
PO Box 95026
Lincoln, NE 68509-5026

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.

JJ. RIGHT TO AUDIT

Contractor shall establish and maintain a reasonable accounting system that enables the State to readily audit contract. The State and its authorized representatives shall have the right to audit, to examine, and to make copies of or extracts from all financial and related records (in whatever form they may be kept, whether written, electronic, or other) relating to or pertaining to this contract kept by or under the control of the Contractor, including, but not limited to those kept by the Contractor, its employees, agents, assigns, successors, and Subcontractors. Such records shall include, but not be limited to, accounting records, written policies and procedures; all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices; ledgers; cancelled checks; deposit slips; bank statements; journals; original estimates; estimating work sheets; contract amendments and change order files; back charge logs and supporting documentation; insurance documents; payroll documents; timesheets; memoranda; and correspondence.

Contractor shall, at all times during the term of this contract and for a period of five (5) years after the completion of this contract, maintain such records, together with such supporting or underlying documents and materials. The Contractor shall at any time requested by the State, whether during or after completion of this contract and at Contractor's own expense make such records available for inspection and audit (including copies and extracts of records as required) by the State. Such records shall be made available to the State during normal business hours at the Contractor's office or place of business. In the event that no such location is available, then the financial records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location that is convenient for the State. Contractor shall ensure the State has these rights with Contractor's assigns, successors, and Subcontractors, and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Contractor and any Subcontractors to the extent that those Subcontracts or agreements relate to fulfillment of the Contractor's obligations to the State.

Costs of any audits conducted under the authority of this right to audit and not addressed elsewhere will be borne by the State unless certain exemption criteria are met. If the audit identifies overpricing or overcharges (of any nature) by the Contractor to the State in excess of one-half of one percent (.5%) of the total contract billings, the Contractor shall reimburse the State for the total costs of the audit. If the audit discovers substantive findings related to fraud, misrepresentation, or non-performance, the Contractor shall reimburse the State for total costs of audit. Any adjustments and/or payments that must be made as a result of any such audit or inspection of the Contractor's invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of the State's findings to Contractor.

KK. TAXES

The State is not required to pay taxes of any kind and assumes no such liability as a result of this solicitation. Any property tax payable on the Contractor's equipment which may be installed in a state-owned facility is the responsibility of the Contractor.

LL. INSPECTION AND APPROVAL

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.

MM. CHANGES IN SCOPE/CHANGE ORDERS

The State may, upon the written agreement of Contractor, make changes to the contract within the general scope of the RFP. The State may, at any time work is in progress, by written agreement, make alterations in the terms of work as shown in the specifications, require the Contractor to make corrections, decrease the quantity of work, or make such other changes as the State may find necessary or desirable. The Contractor shall not claim forfeiture of contract by reasons of such changes by the State. 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, or a pro-rated value.

Corrections of any deliverable, service or performance of work required pursuant to the contract shall not be deemed a modification. Changes or additions to the contract beyond the scope of the RFP are not permitted. Changes or additions to bring the Contract into compliance with State or Federal law or regulations, as they now exist or as may be later amended, are contemplated by this Contract and are within the scope of this Contract.

NN. SEVERABILITY

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 particular provision held to be invalid.

OO. CONFIDENTIALITY

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

It is incumbent upon the Contractor to inform its 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 (i)(1), which is made applicable to Contractors by 5 U.S.C. 552a (m)(1), provides that any officer or employee of a Contractor, 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.

PP. RESERVED

QQ. RESERVED

RR. STATEMENT OF NON-COLLUSION

The proposal shall be arrived at by the bidder independently and be submitted without collusion with, and without any direct or indirect agreement, understanding or planned common course of action with, any person; firm; corporation; bidder; Contractor of materials, supplies, equipment or services described in this RFP. Bidder shall not collude with, or attempt to collude with, any state officials, employees or agents; or evaluators or any person involved in this RFP. The bidder shall not take any action in the restraint of free competition or designed to limit independent bidding or to create an unfair advantage.

Should it be determined that collusion occurred, the State reserves the right to reject a bid or terminate the contract and impose further administrative sanctions.

SS. PRICES

All prices, costs, and terms and conditions outlined in the proposal shall remain fixed and valid commencing on the opening date of the proposal until an award is made (and for bidder receiving award, prices shall remain as bid for the duration of the contract unless otherwise so stated in the contract) or the Request for Proposal is cancelled.

Prices offered will remain firm for the initial contract period and first optional renewal period. If a price increase is necessary, the request cannot exceed 3% of the preceding contract period pricing and must be submitted in writing to the Administrative Services/State Purchasing Bureau 30 days prior to the end of the contract period. Request for price increases must be accompanied by documentation supporting the price increase and any further documentation as requested by the State Purchasing Bureau. The State further reserves the right to reject any proposed price increase, cancel the contract and re-bid if determined it is in the best interest of the State. No price increases are to be billed to the State without prior written approval by the State Purchase Bureau. Price increase becomes effective with all orders placed on or after the effective date. The State of Nebraska shall receive full proportionate benefits of any price decreases immediately upon their effective date.

Contractor represents and warrants that all prices for services, now or subsequently specified, are as low as and no higher than prices which the Contractor has charged or intends to charge customers other than the State for the same or similar products and services of the same or equivalent quantity and quality for delivery or performance during the same periods of time. If, during the term of the contract, the Contractor shall reduce any and/or all prices charged to any customers other than the State for the same or similar products or services specified herein, the Contractor shall make an equal or equivalent reduction in corresponding prices for said specified products or services.

Contractor also represents and warrants that all prices set forth in the contract and all prices in addition, which the Contractor may charge under the terms of the contract, do not and will not violate any existing federal, state, or municipal law or regulations concerning price discrimination and/or price fixing. Contractor agrees to hold the State harmless from any such violation.

TT. RESERVED

UU. RESERVED

VV. INDEMNIFICATION

1. GENERAL

The Contractor agrees to defend, indemnify, hold, and save harmless the State and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") from and against any and all 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, 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, 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 RFP.

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 provided by the Contractor.

WW. NEBRASKA TECHNOLOGY ACCESS STANDARDS

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. 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.

XX. ANTITRUST

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.

YY. DISASTER RECOVERY/BACK UP PLAN

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

ZZ. CONTINUITY OF OPERATIONS PLAN (COOP)

The Contractor shall have a COOP plan in order to continue services as specified under the specifications in the contract in the event of a force majeure. A copy should be provided to the State upon request.

AAA. TIME IS OF THE ESSENCE

Time is of the essence in this contract. The acceptance of late performance with or without objection or reservation by the State shall not waive any rights of the State nor constitute a waiver of the requirement of timely performance of any obligations on the part of the Contractor remaining to be performed.

BBB. RECYCLING

Preference will be given to items which are manufactured or produced from recycled material or which can be readily reused or recycled after their normal use as per Neb. Rev. Stat. §81-15,159.

CCC. DRUG POLICY

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.

DDD. EMPLOYEE WORK ELIGIBILITY STATUS

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:

1. 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>

The completed United States Attestation Form should be submitted with the Request for Proposal response.

2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

EEE. RESERVED

FFF. POLITICAL SUB-DIVISIONS

The Contractor may extend the contract to political sub-divisions conditioned upon the honoring of the prices charged to the State. Terms and conditions of the Contract must be met by political sub-divisions. Under no circumstances shall the State be contractually obligated or liable for any purchases by political sub-divisions or other public entities not authorized by Neb. Rev. Stat. §81-145, listed as "all officers of the state, departments, bureaus, boards, commissions, councils, and institutions receiving legislative appropriations." A listing of Nebraska political subdivisions may be found at the website of the Nebraska Auditor of Public Accounts.

GGG. OFFICE OF PUBLIC COUNSEL

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 and shall not apply if Contractor is a long-term care facility subject to the Long-Term Care Ombudsman Act, Neb. Rev. Stat. §§ 81-2237 et seq.

HHH. LONG-TERM CARE OMBUDSMAN

If it is a long-term care facility subject to the Long-Term Care Ombudsman Act, Neb. Rev. Stat. §§ 81-2237 et seq., Contractor shall comply with the Act. This section shall survive the termination of this contract.

III. LICENSE/SERVICE OR OTHER AGREEMENTS

Any License/Service or other such agreements which the bidder may want the State to consider must be submitted with the bid. Any License/Service or other such agreements submitted to the State post bid opening may result in the bid being rejected in its entirety. Any such agreement, if agreed to by the State, will be considered an addendum to the contract. Any terms and conditions contained in any such accepted agreement (addendum) must not conflict with or alter the State's Terms and Conditions (Terms and Conditions) as contained in the RFP and finalized in the contract. In the event of any conflict between the Terms and Conditions and any addendum the Terms and Conditions will prevail.

The State reserves the right to reject any submitted addendum and considers the submission of any such addendum to be a proposed alteration of the Terms and Conditions.

This clause does not apply to any third party license or service agreements.

JJJ. LIMITATION OF LIABILITY

To the extent such agreement does not violate the constitution, laws and statutes of the state of Nebraska, State agrees that Contractor's total liability to State for any and all damages whatsoever arising out of or in any way related to this agreement from any cause, including but not limited to negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not, in the aggregate, exceed the total value of the contract, including the estimated value of all executed renewals. In no event shall contractor be liable for special, indirect, incidental, economic, consequential or punitive damages, including but not limited to lost revenue, lost profits, replacement goods, loss of technology rights or services, loss of data, or interruption or loss of use of software or any portion thereof regardless of the legal theory under which such damages are sought even if contractor has been advised of the likelihood of such damages, and notwithstanding any failure of essential purpose of any limited remedy.

The foregoing limitations and exclusions shall not apply to infringement claims, or Contractor's liability for claims for damage to real or personal property, personal injury, or death to the extent caused by the negligence of Contractor or its employees. The foregoing shall not serve to limit the requirements of Section F., Insurance Requirements.

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

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

State of Nebraska

By: 

Name: Bo Botelho

Title: Materiel Administrator

Date: 5/3/16

Contractor: Ascend Management Innovations LLC

By: 

Name: Bruce Perleins

Title: Sr Vice President

Date: 4/27/16

State of Nebraska

Department of Health and Human Services

By: 

Name: Sheri Dawson

Title: Director DHHS DBH

Date: 5-3-16

For public information purposes only; not part of contract.

**Request for Proposal Number 5165 Z1
Contract Number 71153 O4
Proposal Opening: January 13, 2016**

In accordance with Nebraska Revised Statutes §84.712.05(3), the following material(s) has not been included due to it being marked proprietary.

Ascend Management Innovations

1. Tables 4-7, Customer Information and Services
2. Project Re-Implementation and Project Management Approach
3. Staffing Plan and Roles of Staff (Figure 8 and Tables 9 and 10)
4. (Subcontractor) Independent Contractor Approach
5. Independent Contractor Contact Information and Letters of Commitment (Table 11)
6. Understanding of Specialized Services and Description of Ascend's Ability to Partner in Transition
7. Technical Overview (3.c.1), Internal Tracking of All Evaluations from Initiation to Completion (3.c.2)
8. Detailed Work Plan and Approach – Level I Screening Submission, Process, Work Flow and Timelines
9. Figure 20: Ascend's Integrated Level I and II Workflow Models
10. Quality Assurance and Data Management
11. Quality Review Staff
12. Audited Financial Statements
13. Resumes
14. Subcontract (Independent Contractor) Letters of Agreement
15. Ascend Proprietary Level I and II Forms
16. Ascend Proprietary Quality Review Forms

In accordance with Federal U.S. Copyright Law Title 17 U.S.C. Section 101 et seq., Title 18 U.S.C. 2319, the following material(s) has not been included due to them being copyrighted.

Ascend Management Innovations

1. None.



February 3, 2016

Teresa Fleming/Michelle Thompson, Buyers
State Purchasing Bureau
1526 K Street, Suite 130
Lincoln NE 68508

Re: RFP # 5165Z1

Dear Ms. Fleming and Ms. Thompson:

We appreciate the invitation to submit a Best and Final Offer (BAFO) in response to the aforementioned RFP. Our BAFO is included in the Cost Proposal document and format we received with this invitation.

Please consider **three important points** as you evaluate BAFOs:

- 1) **Ascend is the most experienced vendor in the nation in regards to PASRR, PASRR federal expectations and direction, and management of PASRR in Frontier states, in general, and in Nebraska, specifically.** There are no other vendors that offer this depth of knowledge or that will demonstrate our quality and responsiveness to ad hoc requests.
- 2) **We understand the actual costs of successfully managing a quality and compliant PASRR program in Nebraska that meets state and federal requirements and expectations.** Our cost model is based on actual costs associated with engaging and managing qualified rural assessors who are willing to and capable of conducting quality, timely, mobile evaluations of individuals who have disabilities. Our cost model includes **resources crucial to protect the state and its most vulnerable citizens from risk**—namely ensuring that evaluators are rigorously credentialed, consistently quality monitored, and continually trained. Those are not resources applied by all vendors; vendors use various models based on differing priorities. Low cost often equals fewer protections for the state and its residents. Though we maintain all of our high project management standards, we are committed to our partnership with the Department and have reduced our Cost Proposal to reflect that commitment. However, we will not expose the Department to risk by eliminating essential quality management steps to reduce costs.
- 3) **This Scope of Work is more costly than in previous years, because turnaround standards were reduced from 7 days to 3 days—increasing remuneration to assessors and increasing staffing demands for processing the evaluation, conducting quality review, and developing the Summary of Findings within those compressed timeframes.** As a Category II Frontier state:

- There are limited qualified licensed psychologists within the state who also meet QIDDP (Qualified Intellectual and Developmental Disabilities Professional) requirements;
- There are far fewer licensed psychologists willing to perform mobile evaluations; and,
- There are even fewer of those are willing to do so within the time restrictions required for PASRR. The RFP has now further narrowed the timeliness standard from 7 to 3 days, which will further reduce the pool of qualified and available psychologists.

As such costs for evaluations requiring intellectual testing are considerably higher than those evaluations which do not. Additionally, the Department requires performance of testing under more frequent circumstances than other states, and there are some states that do not require intellectual testing at all.

We are aware of the Department's higher expectations for testing and incorporated those in our Cost and Technical approaches. **Other less experienced vendors (especially those who have worked in states or contracts that do not require testing) will estimate lower or no frequency of testing and will underestimate the actual costs of psychological testing.** This disadvantages Ascend's compliant model which incorporates costs and which aligns with state expectations.

We respectfully request that you consider these issues in your evaluation of our Cost Proposal.

Ascend highly values our relationship with the Department and has provided a Cost Model based on actual costs associated with implementing quality controls, assessor screening and credentialing controls, and other risk management strategies important for both a compliant and well managed PASRR program. **Other vendors may offer less cost models that omit those controls and place the state and its most vulnerable residents at risk.** We appreciate the opportunity to continue our partnership with the Department for this very important project.

Cordially,



Teri Lepley, CEO
Ascend Management Innovations

PASRR Cost Proposal

Request for Proposal Number 5165Z1

Vendor Name Ascend Management Innovations LLC

Please indicate total fixed price for each deliverable category. The deliverables will be paid as fixed payments upon completion and acceptance of tasks contained in the deliverable. All costs necessary to satisfy the requirements of this RFP must be included in the pricing listed in Table A.

It is the intent of the DHHS DBH to contract with one bidder to implement the PASRR screening and evaluation services on a statewide basis.

If an arithmetic error has been made in the extended Total Cost, the Rate Proposed per Screening/Evaluation price will govern.

Table A

Review Type	Rate Proposed per Screening/Evaluation	Estimated Yearly Activity	Total Cost
Level I	\$ 38.43	2328	\$ 89,465.04
Negative Level I	\$ 6.14	25848	\$ 158,706.72
Mental Illness Level II	\$ 447.00	1260	\$ 563,220.00
Intellectual Disability Level II	\$ 537.00	216	\$ 115,992.00
Mental Illness/Mental	\$ 547.00	192	\$ 105,024.00
Paper/Halted/Discontinued	\$ 68.30	72	\$ 4,917.60
Other			
	Rate Proposed per Hour of Appeal/Consultation	Estimated Number of Hours	Total Cost
Appeals	\$ 100.00	10	\$ 1,000.00
Consultation	\$ 150.00	20	\$ 3,000.00
Web-Based Application			Total Fixed Cost
Design/Implementation			\$ 0.00

Table B – Optional Costs

A need may arise for reporting/tracking functionality not originally delineated in this RFP but considered within the scope of work due to changes in Federal or State law/regulations or suggested additional optional components and functionality that may enhance the reporting/tracking functionality in providing PASRR services. As such, DHHS may consider some or all optional functionality if financially feasible.

These rates shall remain fixed for the life of the contract including any optional renewal periods.

Table B

[illegible]



ASCEND
MANAGEMENT INNOVATIONS

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

Proposal to Provide:

**PREADMISSION SCREENING AND
RESIDENT REVIEW (PASRR)
SERVICES STATEWIDE**

RFP # 5165Z1

TECHNICAL PROPOSAL

Submitted January 11, 2016

ASCEND MANAGEMENT INNOVATIONS

840 CRESCENT CENTRE DRIVE / SUITE 400 / FRANKLIN, TN 37067
WWW.ASCENDAMI.COM / P. 877.431.1388 / F. 877.431.9568

TRANSMITTAL
LETTER

TRANSMITTAL LETTER

January 11, 2015

Theresa Fleming/Michelle Thompson
State Purchasing Bureau
1526 K. Street, Suite 130
Lincoln, Nebraska 68508

Re: RFP # 5165 Z1

Dear Ms. Fleming and Ms. Thompson:

Ascend Management Innovations appreciates the opportunity to submit a proposal to continue providing Preadmission Screening and Resident Review (PASRR) Administration for the State of Nebraska.

Ascend, headquartered in Franklin, Tennessee, is the **most experienced PASRR management company in the country**. Ascend's PASRR leaders have been appointed national consultants to the PASRR Technical Assistance Center (PTAC) and have provided technical assistance to numerous states considering and implementing PASRR changes. **We understand, from both the 64,000-foot and the day-to-day operations level, the myriad roadblocks and difficulties that states experience as they consciously seek to strengthen PASRR programs that have long been in place.** Ascend has developed programmatic and technology solutions for states to successfully navigate these barriers and establish seamless, cost-effective, compliant, clinically excellent, and meaningful PASRR evaluations for persons with disability.

We have been a dedicated partner to the State of Nebraska Department of Health and Human Services, Division of Behavioral Health (the Department) since 2006, and we are eager to continue leveraging our experience on the behalf of the state's PASRR program and the individuals it serves. Ascend is legal entity, organized as a Limited Liability Company, that is nationally recognized as a healthcare management and consulting agency. We deliver high quality, innovative, and value-driven support solutions for public and private sector populations. Ascend is a partnership with Corporate Principals who are healthcare professionals and business people with an average industry experience of more than 20 years. We have an outstanding reputation as an agency committed to customer-directed, customer-oriented programs. We value our relationship with the Department and its stakeholders. We greatly appreciate the opportunity to re-bid for these important services. Should you have any questions or need any additional information, please do not hesitate to contact me at 615.642.6325.

We acknowledge our receipt of **Addendum 1 – Revised Schedule of Events** on 12/17/15, **Addendum 2 – Questions and Answers** on 12/18/15, and **Addendum 3** on 12/23/15.

Cordially,



Teri Lepley, CEO

Ascend Management Innovations

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EXECUTIVE SUMMARY

Ascend Management Innovations, headquartered in Franklin, Tennessee, is the most experienced PASRR management company in the country. *In this era of rapidly changing federal standards associated with PASRR compliance and reporting, depth and breadth of experience is crucial.* Ascend has not only helped states keep PASRR programs ahead of the CMS expectations curve, but, just as importantly, has also helped states leverage PASRR to meet broader systems rebalancing goals. We are well-versed on the latest federal PASRR guidance, interpretations, oversight practices, and CMS's *future plans for the program*. Three members of our leadership team are consultants for the PASRR Technical Assistance Center (PTAC)—selected because of our expertise managing clinically excellent, federally compliant PASRR services. While our reputation is national, our project service and expertise are 100% local, with:

- Nine years as your PASRR partner—*giving you the benefit of continued and uninterrupted progress toward the state's short- and long-term program goals.*
- Firmly established statewide network of Nebraska-based and licensed evaluators—*benefitting you through expertise on the ground vis-à-vis trained, experienced clinicians who are deeply entrenched in their communities.*
- Well-established and collaborative relationship with the state's Medicaid Division and MMIS—*offering the Department the benefit of integrated PASRR Level I and II processes and MMIS structure with more rapid implementation of linked technologies.*
- "PASRR plus" services, such knowledge of special projects that speed Level I workflow—*benefitting the state through transforming Nebraska PASRR from a federally mandated program to a person-centered pathway for people with disabilities.*

Below we provide a summary of the contents of this proposal and Ascend's approach to meet and/or significantly exceed all RFP requirements.

A. Ascend's Work Plan—Compliant and Clinically Excellent

In [Section 3.a.1](#), we describe our understanding of and approach to a fully compliant Level I screening program. We describe recent changes in CMS' expectations for Level I screening and the complexities associated with understanding the types of disability associated with PASRR. We articulate differential diagnostic considerations for dementia versus depression and the impact of the DSM 5 on PASRR. We describe State-Plan-approved categorical decisions and their requirements. We provide workflow diagrams and descriptions of Level II evaluation requirements, processes, and routing. We describe our approach with Public Law and Federal Code, articulating the manner in which federal expectations must be accomplished. We describe CMS' newly articulated position on person-centered assessment and Summary of Findings reports and the alignment of these expectations with federal code. We describe MDS 3.0 Significant Status Change requirements—which Ascend assisted in developing. We also provide technical specifications of our PASRR solutions and our best-of-breed approach for PASRR data management and analytics. [Section 3.b](#) articulates our fully transparent and collegial partnership

strategies which ensure we fully understand your goals and make your vision a reality. In [Section 3.c](#) we discuss data security, HIPAA, and our technology capabilities, and we provide a description and examples of reports.

[Section 3.d](#) describes how we consistently implement quality metrics across all key domains to realize successful national performance of PASRR requirements. [Section 3d](#) also provides an in-depth description of our quality metrics and approach to monitoring all aspects of our work—assessors, our clinical reviewers, our quality staff, our overall compliance, and the satisfaction of stakeholders. We describe structured and randomized sampling and review methods, quality standards, and our comprehensive approach which ensures that we provide you with clinically excellent, fully compliant services. [Section 3.e](#) contains a detailed work plan associated with our re-implementation approach. **Because this project is fully operational, there will be no disruption to the Department or the stakeholders (providers, individuals served, and others) through Ascend’s re-implementation of these responsibilities.**

B. Ascend’s Organizational Structure

[Section 2.h](#) describes Ascend’s PASRR-specific and related industry experience which averages more than 20 years across members of our leadership team. Our leadership has been actively involved with PASRR since its inception and has provided national consulting to states, CMS, and PTAC. [Section 2.i](#) contains an Organizational Chart and a description of our functional structure. We use solutions teams who maintain expertise in their critical areas of performance—including our policy consultants, technology and security experts, Nebraska PASRR operations’ team, leadership teams, training teams, recruitment/credentialing teams, quality control staff, and other critical supports. Though each project within our functional divisions uses dedicated staff and resources, numerous benefits are available to our government partners because of this structure, including:

- Our experience across multiple states enables us to identify industry “best of breed” standards, identifying the most efficient, effective, and compliant solutions and standardizing those across projects; [to apply PASRR lessons learned across all of our states in service of each individual customer](#). This ranges from the assembling of our PASRR assessor networks to our ongoing consultation through PTAC. [We always balance national and local expertise by customizing our model to match states’ needs](#).
- Though staff are contract dedicated, [we cross-train members to enable us to quickly shift resources in times of high volume demands or staff absences due illness or vacation](#).
- [Our team is comprised of expert consultants](#). We have made recommendations that were adopted by CMS for MDS 3.0 changes, provided consultation on the design of the CMS Self-Audit tool, trained CMS regional office staff on PASRR requirements, are consultants to PTAC, have hosted numerous conferences on PASRR, frequently co-present with federal and national PASRR experts, and have been invited as expert speakers on Person-Centered assessment, PASRR compliance, Categorical Compliance, Exempted Hospital Discharge decisions, Level I screening, Level II evaluation, BIP, Provider Monitoring, and PASRR quality metrics and analytics.

In [Appendix D](#), we provide our Audited Financial Statements demonstrating our capability to manage the financial demands of the contract without interruption. In [Section 2.h](#), we highlight the PASRR and project experiences that distinguish Ascend from our competitors and that make us the best partner for the Department as it looks to maintain, improve, and evolve its PASRR program. **As the most experienced provider of PASRR services in the country**, we have acted as **go-to PASRR experts at the federal and national level and have been a national voice** for best practices in PASRR and for broader long-term services and supports initiatives. Our projects are supported by industry-leading experts in PASRR operations, PASRR IT systems, PASRR implementations, PASRR trainings and stakeholder work, person-centered assessment, and clinical leadership. This expertise translates into direct benefit for the individuals we serve and for our state partners. Each of our customers will attest that they have been well-served by our national expertise, which has helped bring their PASRR programs into compliance and excellence.

[Section 3.c](#) contains a description of innovations we have brought to other states as they seek to solutions to their unique problems or are moving toward their commitment to quality standards-based PASRR management. As many states struggle with Olmstead, Protection and Advocacy, Department of Justice, and CMS litigation, this level of expertise is crucial. In [Section 2.b](#), we discuss our method of Topgrading™ and our success being **voted a 2015 Top Work Place—evidence of our commitment to hiring and retaining top talent**.

C. Ascend's Key Personnel and Experience

[Section 2.i](#) describes our staff experience, roles, and back-up plan. Ascend already has in place a fully staffed and seasoned team that successfully completes all deliverables, meets timelines, and meets quality benchmarks set forth by the Department. Our Nebraska team includes experienced Level I, Level II, technical, and leadership experts, including our national consultants and our experienced Nebraska-PASRR contract team. Our operations' teams have deep expertise in PASRR Level I screening, Level II requirements, and provider compliance monitoring. Joi Shaw, our Nebraska Operations Manager, has more than 11 years of program management experience and is well known to the Department as the primary Account Manager for Nebraska PASRR. Connie Tanner has more than 10 years of PASRR experience (more than 16 years of program management experience) and oversees our Level I services, and Wendy Johnson, Support Services' Manager, has more than 11 years of PASRR experience. Our Nebraska project team is experienced, understands Nebraska PASRR, and is supported by a team of experienced, cross-trained back-up personnel.

Behind the services of all staff who work on the Nebraska project are an entire team of highly qualified PASRR professionals: our corporate partners and senior leaders; our industry-certified Project Managers and Six-Sigma Quality Director; our security officers and programmers; our network development experts; our training department; our medical and clinical teams; and our national PASRR consultants who are the leading experts in PASRR in the country. Every member of your Ascend team brings a passion for PASRR and a full range of exceptional skills to support our staff, the Department, and the

Nebraska PASRR project. We are committed to continuing our history of delivering excellent PASRR products and services to the Department.

Ascend has recruited, credentialed and trained a network of conflict-free health professionals geographically distributed across the state that are approved by the Department to perform PASRR evaluations. A number of these assessors have conducted evaluations across the life of the contract. Our field evaluators have been extensively credentialed, comprehensively trained, and are available in every county in the state. We describe our assessor credentialing and training methods (extensive **multijurisdictional criminal history screening**, license verification, **sex offender registry**, educational verification, **National Practitioner's Data Bank (NPDB) Clearance** managed by the DHHS; **OIG Clearance**; **National Inmate Clearance**; **SS Verification**, etc.). We conduct multiple interviews with prospective assessors, screen for clinical and conflict-free requirements, and ensure demonstration of clinical skills in recognizing and articulating clinically excellent, person-centered evaluations. They are extensively trained by our education division in all aspects of PASRR federal and state requirements, HIPAA, quality and professional performance expectations.

D. Ascend's Understanding of RFP Objectives and Expectations

In [Section 3.a](#), we describe the impact of Olmstead, DOJ, Protection and Advocacy, ADA mandates, and PTAC on the [heightened federal expectations for PASRR](#). We describe the value of a vendor with solid expertise in this environment of rapidly changing expectations by CMS and the trajectory of changes that will only continue. Ascend is the only vendor that offers expertise in all areas of shifting expectations and have been a thought leader for CMS and the PASRR Technical Assistance Center on person-centered Level II evaluations and determinations, on crafting best-practice Level II Summary Reports, PASRR Level I "gold standard" approaches, and structuring and funding PASRR specialized services in accordance with CMS guidance. We provide you with reference contacts and letters that will support our expertise as the nation's most experienced provider of compliant PASRR services. We describe methods for remaining compliant and the anticipated focus of CMS with future initiatives, such as changes in the federal interpretation of mental illness, expectations of provider monitoring, and changes in nursing home oversight requirements. We also alert you to expect changes in CMS expectations for which populations will be subject to PASRR evaluations and explain the basis for those expected changes.

[Section 3.e](#) reflects our deep understanding of what it takes to effectively re-implement this next phase of Nebraska's PASRR program. We identify risks, reporting, and our approach to interaction with the Department, including ongoing re-visioning in alignment with the national shift in expectations. We detail our approach to re-implementation, where our certified Project Management Office (PMO) implements changes using a structured, standards-based approach. Our PMO works with our policy analysts/national consultants to listen to your goals, help identify gaps, develop standards-based solutions, and articulate transparent solutions through workflow diagrams, Gantt charts, and work plans. We describe our manner of overseeing and communicating milestones, due dates, and critical events in routine reports at whatever frequency you desire. We describe how we will maintain work

plans in an organized and methodical manner and obtain authorization from you to ensure our model fully aligns with your vision. We describe our reporting—both during implementation and operations phases—where we take a transparent approach to detailing our performance. We also describe our method of procedure control ([Section 2.i](#)) using meticulous process of cross-referencing federal and state code, RFP requirements, contract standards, and related documents directly to procedures—these are carefully controlled, updated/versioned ongoing, and transparently provided to you. [Section 2.h](#) articulates risks associated with protecting vulnerable populations, ensuring effective knowledge transfer of complex regulations, and our approach to risk management.

E. Ascend Offers the Expertise You Need to Maintain Compliance

Ascend's commitment to quality service delivery transcends project compliance and distinguishes us from other vendors. We have demonstrated to the Department our commitment to meeting and exceeding contract performance expectations in all areas, including our success at evaluating your needs, gaps, and barriers and devising innovative, cost-effective solutions. From the beginning of our tenure on this contract, we have partnered with Department to **transform a program wracked by problems and inconsistencies and approach into an integrated, timely, and quality-controlled Level II PASRR methodology**. Today, there is statewide standardization, compliance, quality, and person-centeredness across all of Nebraska's Level II evaluations. Ascend has continued to guide the Department toward a position of "PASRR strong."

Ascend knows well that PASRR exists within an overarching Departmental landscape of system transformation. **We know that the Department will continue to evolve PASRR and system programs and policies to improve services for persons with disabilities. We commit to continuing our proven record of close collaboration with the Department to ensure that the PASRR information and systems we deliver help you reach your goals.**

Ascend is prepared to continue PASRR in Nebraska seamlessly and without interruption to recipients or providers. The Department will experience no disruption from the last day of its current contract with Ascend to the first day of its new one—**no disruption to federal compliance, no disruption to state compliance, and no disruption to the vitally important expedient turnaround timeframes**. While there are other vendors who may have some PASRR experience, **there are no other vendors who have Ascend's depth of experience combined with Nebraska-specific expertise** or who have such extensive experience collaborating with government partners across multiple states. **Ascend delivers high-quality, innovative, and value-driven support solutions**. We specialize in conducting PASRR assessments supported by advanced technology and workflow solutions that simplify and expedite the process. We have delivered some of the most rapid-response and advanced technological solutions in our 20+ years of PASRR experience. Every member of our team is proud of the work we have done with the Department and is eager to build on the foundation that we have created together. We would be honored to continue as your partner in PASRR for many years to come.

Ascend's *Certificate of Good Standing* is provided on the following page.

STATE OF NEBRASKA

United States of America, } ss.
State of Nebraska }

Secretary of State
State Capitol
Lincoln, Nebraska

I, John A. Gale, Secretary of State of the
State of Nebraska, do hereby certify that

ASCEND MANAGEMENT INNOVATIONS LLC

**a(n) Tennessee Limited Liability Company is authorized to transact business
in Nebraska;**

**all fees, taxes, and penalties due under the Nebraska Uniform Limited
Liability Company Act or other law to the Secretary of State have been paid;**

**the Company's most recent biennial report required by section 21-125 has
been filed by the Secretary of State;**

**the Secretary of State has not revoked the Company's Certificate of Authority
and has not filed a notice of cancellation.**

*This certificate is not to be construed as an endorsement,
recommendation, or notice of approval of the entity's financial
condition or business activities and practices.*

In Testimony Whereof,



I have hereunto set my hand and
affixed the Great Seal of the
State of Nebraska on this date of

December 8, 2015

John A. Gale
Secretary of State

PROPRIETARY AND COPYRIGHTED SECTIONS

Below in **Table 1**, we provide a list of the content from Ascend's Nebraska PASRR proposal deemed confidential, proprietary, and copyrighted. The table also includes:

- The page number in **this proposal** where confidential content was excerpted, and;
- The page number where that content may be found in the **separately sealed proprietary document**.

Redacted content is submitted in a sealed package, separate from the remainder of the proposal containing supporting documentation regarding the basis for why such documents is marked proprietary. The separate package is sealed and clearly marked PROPRIETARY & COPYRIGHTED. We have not marked our entire Request for Proposal as proprietary, nor have we marked our Cost Proposal as proprietary. We understand that any failure to follow the instructions for submitting proprietary and copyrighted information may result in the information being viewed by other bidders and the public.



Reading Instructions:

- Redacted content is noted in the Technical Proposal via a **numbered red arrow**.
- A **corresponding numbered arrow (e.g., 1-16)** is contained in the Proprietary & Copyrighted document.
- **Sub-numbering (e.g., 7.a, 7.b, 7.c)** occurs when **contiguous content is redacted**.

Table 1: Proprietary and Copyrighted Sections

Redacted #	Proposal Section #	Section Title	Technical Proposal Page	Redacted # Page
1	2.h.5	Tables 4–7, Customer Information and Services	35	3
2	2.i-a	Project Re-Implementation and Project Management Approach	42	10
3	2.i.2	Staffing Plan and Roles of Staff (Figure 8 and Tables 9 and 10)	50	12
4	2.j.1	(Subcontractor) Independent Contractor Approach	52	19
5	2.j.3	Independent Contractor Contact Information and Letters of Commitment (Table 11)	54	25
6	3.a.2	Understanding of Specialized Services and Description of Ascend's Ability to Partner in Transition	62	26
7	3.c.1– 3.c.2	Technical Overview (3.c.1), Internal Tracking of All Evaluations from Initiation to Completion (3.c.2)	71	36

Redacted #	Proposal Section #	Section Title	Technical Proposal Page	Redacted # Page
8	3.d.1-d i-iii	Detailed Work Plan and Approach—Level I Screening Submission, Process, Workflow and Timelines	93	44
9	3.d.2-I	Figure 20: Ascend's Integrated Level I and Level II Workflow Models	123	48
10	3.d.3-f	Quality Assurance and Data Management	136	50
11	3.d.3.-g iv	Quality Review Staff	142	60
12	Appendix D	Audited Financial Statements	209	62
13	Appendix E	Resumes	210	115
14	Appendix F	Subcontractor (Independent Contractor) Letters of Agreement	211	223
15	Appendix G	Ascend Proprietary Level I and II Forms	212	246
16	Appendix H	Ascend Proprietary Quality Review Forms	213	297

**I. REQUEST for
PROPOSAL
FORM**

1. REQUEST FOR PROPOSAL FORM

Ascend understands that by signing the ***Request for Proposal for Contractual Services*** form, we guarantee compliance with the provisions stated in the Request for Proposal, agree to the Terms and Conditions stated in this Request for Proposal unless otherwise agreed to, and certify that we maintain a drug-free workplace environment.

Ascend provides the completed Request for Proposal for Contractual Services Form, signed in ink, in ***Appendix A: Request for Proposal Form and Insurance Certificate*** immediately following this proposal.

We also provide the completed Section III. Terms and Conditions as ***Appendix B: Section III Terms and Conditions*** immediately following this proposal.

2. CORPORATE OVERVIEW

2.a. Bidder Identification and Information

Below in **Table 2**, we provide corporate identification information.

Table 2: Bidder Identification Information

Full Company/ Corporate Name:	Ascend Management Innovations LLC
Address of Headquarters:	840 Crescent Centre Drive, Suite 400 Franklin, Tennessee 37067
Entity Organization:	Privately held Limited Liability Corporation
State of Incorporation:	Tennessee
Year First Organized to Do Business:	2007 as Ascend Management Innovations; 1998 as DDM (see below)
Has Name/Form of Organization Changed Since First Organized:	Ascend Management Innovations LLC was previously known as Dual Diagnosis Management (DDM), an integrated treatment provider that was founded in 1998. In 2000, DDM established its Healthcare Management Division, which incorporated evidence-based practices into public sector healthcare management, including informatics capable of integrating program requirements, quality improvement and management initiatives, service oversight, provider training, and managing healthcare datasets. On May 16, 2007, DDM's Healthcare Management leadership team, comprising five key members, purchased the Healthcare Management Division and became Ascend.

DDM, the predecessor of Ascend Management Innovations, originated in 1998 as a pioneer in designing innovative healthcare management solutions for programs serving individuals with intellectual and developmental disabilities and behavioral health diagnoses. DDM quickly gained a national presence for its focus on evidence-based practices, including training, research initiatives, and integrated program methodologies. In 2000, DDM established its Healthcare Management Division, which incorporated these evidence-based practices into public sector healthcare management, including:

- Design of information technologies to integrate program requirements,
- Quality improvement and management methodologies,
- Service oversight,
- Provider training, and
- Healthcare datasets.

On May 16, 2007, five members of DDM's Healthcare Management leadership team purchased the Healthcare Management Division and became Ascend Management Innovations. All staff with

experience and expertise in the administration of specialty and standardized assessments remained with the newly formed company.

Ascend is the most experienced, highest quality provider in the country of PASRR, Supports Intensity Scale (SIS®), Inventory for Client and Agency Planning (ICAP), Utilization Review, and other specialty and standardized assessments. Ascend has provided consultation and training to numerous states and to thousands of provider and stakeholder participants across the country. We have achieved this through our strong government partnerships, the pivotal role we have played in PASRR regulatory guidance since PASRR inception, and as ongoing national consultants to the PASRR Technical Assistance Center (PTAC).

In 2007, Ascend was awarded QIO-like (Quality Improvement Organization) entity status by the Centers for Medicare & Medicaid Services (CMS), and we have maintained this certification to the present day. This designation offers tremendous financial benefits to our government partners and confirms our capacity to conduct clinically excellent quality reviews that:

- Assess medical appropriateness and service necessity,
- Promote placement in the least restrictive environment, including the least resource-intensive levels of care necessary to meet the individual's needs, and
- Promote quality health care consistent with the requirements of Section 1154 of the Social Security Act.

*Nebraska's PASRR
partner with excellence
since 2006*

2.b. Financial Status

2.b.1. Financial Stability and References

a. Size

Ascend employs **125 full-time staff members**, ranging from clinical, operational, and administrative staff to development personnel and executive and senior leadership. We currently contract with more than **300 independently contracted** registered nurses, physicians, psychologists, social workers, nurses, and other professionals across the country who conduct field evaluations, including PASRR Level II evaluations. Ascend's Nebraska field assessor network, described in detail in *Proposal Section 2.j*, is highly qualified, fully-trained, and geographically distributed to ensure timely, consistent, and high-quality performance under this contract.

b. Longevity

Ascend is the only vendor whose leadership has been involved in PASRR since the origination of the program, and our leadership team was selected by CMS as national consultants for the PASRR Technical Assistance Center (PTAC) because of our expertise managing clinically excellent, federally compliant PASRR services. We have expertise with all aspects of PASRR, with contracts that include Level I, Level II, medical necessity, LTCSS program consultation, regulatory evaluation, provider training, and web-based screening and reporting technology. Each of our customers will attest that they have been well served by our national expertise, which has helped bring their PASRR programs into compliance and excellence.

c. Client Base

Ascend serves public government entities in nine states. We contract with diverse agencies within those states, including Departments/Divisions representing Medicaid members and people with disabilities.

d. Areas of Specialization and Expertise

DDM originated as a **pioneer in designing innovative healthcare management solutions** for programs serving individuals with intellectual and developmental disabilities and behavioral health diagnoses. DDM quickly **gained a national presence** for its focus on evidence-based practices, including training, research initiatives, and integrated program methodologies. Now operating as Ascend, our national reputation has continued to this day and includes:

- Preadmission Screening and Resident Review (PASRR)
- Level of Care (LOC), including the interRAI model
- Utilization review
- Specialized services monitoring
- Nursing facility tracking
- Supports Intensity Scale (SIS®)
- Inventory for Client and Agency Planning (ICAP)
- Waiver management (technology)

- Appeals and audits

For each of these business lines, products, and services, Ascend provides exemplary service oversight and gold-standard practices and tools, allowing us to serve individuals with disabilities with the highest quality, sensitivity, and person-centeredness. Our clients will attest to our performance in all areas required to responsibly manage assessment contract such as: quality improvement and management methodologies, provider training, design of information technologies to integrate program requirements, and healthcare datasets.

e. Bank Reference and Audited Financial Statements

Ascend is a privately held company. Ascend provides copies of our audited financial statements and a banking letter of reference in **Appendix D: Audited Financial Statements and Bank Reference**. Ascend's financial position is more than adequate to meet programmatic requirements between reimbursements from the Department. Our annual revenues exceed \$18 million. We operate with positive cash flows that are more than sufficient to meet the implementation and management demands of both new and re-implemented contracts. **Ascend has never experienced any implementation or contract interruptions due to financial constraints, and we have sufficient funds to support the implementation and operations of the contract.** Ascend has never filed bankruptcy or insolvency proceedings (whether voluntary or involuntary), nor have any such filings been filed against Ascend. Ascend has never undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors. Additional qualifications that support our financial stability include:

- Ascend has a long history of making highly prudent investments and cost-efficient decisions that have historically allowed us to fully **self-fund our initiatives**.
- Our company's **growth history and ability to absorb additional workload** is further evidence of our ability to remain fiscally healthy, both operationally and at the individual contract level.
- Ascend's extensive PASRR contract management experience allows us to continually refine our staffing models, implementation and work plans, and technology solutions—all of which contribute to **strong financial management and stability**.
- **Strong employee retention further contributes to Ascend's financial stability.** We make every attempt to manage employment costs by hiring and retaining the best employees for each position and minimizing the high cost of turnover.
- As the **current PASRR behavioral health Level II vendor for Nebraska**, we can keep your PASRR program moving forward. We bring well-established **economies of scale** that will continue to help the state target limited resources most effectively while maintaining clinical and compliance excellence.
- Ascend has challenged our staff to continue to identify ways to **improve efficiencies and reduce Department costs, while continuously improving quality at an assessment-by-assessment level.**

- Our employees take pride in not only their own work, but the Mission, Vision, and Values of the company. In fact, we were recognized by *The Tennessean*, Tennessee's largest newspaper, for placement in its *Top Workplaces in Tennessee*.

Ascend's financial position demonstrates evidence of financial soundness and stability which will ensure compliance with state as well as federal requirements—including P.L. 100-203, OBRA 1987 legislation and its amendments through P.L. 104-315—will not be jeopardized due to any financial difficulties.

2.b.2. Disclosure of Judgements, Litigation, Financial Reversals

Ascend does not have any judgements, pending or expected litigation, or other real/potential financial reversals to disclose.

2.c. Change of Ownership

Ascend is in negotiations with a potential buyer that will provide Ascend with the additional capital to continue to grow and improve the level of services offered to our customers. If that acquisition were to occur, Ascend's business would be acquired in whole. The buyer is expected to retain all or substantially all of Ascend's employees, such that Ascend's ability to carry out the contract with the state would not be affected. The State should be assured that any such sale would be to a well-financed and reputable organization, and the parties will provide assurances satisfactory to the State that there would be no adverse impact on the services provided. We will advise the State if and when a definitive agreement occurs.

2.d. Office
Location

2.d. Office Location

Ascend's corporate offices are located at 840 Crescent Centre Drive, Suite 400, Franklin, TN 37067. Our evaluators are all Nebraska-based clinicians geographically dispersed throughout the state. As we describe in **Proposal Section 3.d.3-f**, Ascend's evaluator network is closely supervised by our centralized quality improvement division.

One of the key benefits of Ascend's **staffing structure** for internal PASRR clinicians and administrative staff is that centralization of project staff in our Franklin office permits us to maximize **economies of scale**. When workload exceeds projections or when staff is out due to illness or vacation, we can shift qualified, trained staff to support the Nebraska PASRR project. All projects have cross-trained staff to enable us to **seamlessly respond to short-term spikes in workload, volumes, or to cover for staff that is unexpectedly away from work**. Ascend cross-trains multiple staff for every role within the Nebraska PASRR project. This strategy is already in place for this project and has proven highly effective, allowing us to train and put into place cross-trained clinical quality reviewers, cross-trained administrative support staff, and cross-trained leads. Each backup staff member is fully qualified for the role and comprehensively trained on Nebraska-specific diagnostic criteria, Nebraska medical criteria, Nebraska workflow, and the State's appeals process. All assigned and contingency staff have the tools needed (manuals, procedures) to successfully step in and complete the work of the person they are backing up.

Qualified cross-trained staff and their experience and roles are included in **Proposal Section 2.i**.

Our operational structure enables Ascend to increase contract staffing at a moment's notice. Ongoing, Ascend evaluates changes in workload and workflow to determine patterns and to identify whether trends suggest the need to increase our project team. **Once a pattern of 5% increase in baseline occurs, we hire additional staff in positions affected by the volume spike.** That volume becomes our new baseline, and any subsequent 5% shifts result in new position authorizations. Our operations leaders regularly report on the quality and effectiveness of our staff, and we continually monitor the effectiveness of our staffing pattern.

2.e. Relationships with the State

Ascend contracts with the state of Nebraska to provide Level I and Level II PASRR services. The current contract was enacted in 2011 and identifying details are noted in **Table 3**.


Table 3: Ascend Contract with the State of Nebraska

Agency:	State of Nebraska Purchasing Board
Contract Number:	50443 04
Buyer:	Teresa Fleming
Business Unit:	25280047
Vendor Name:	Ascend Management Innovations LLC
Vendor Number:	4173159

Ascend has been providing PASRR services for the state of Nebraska since 2006, when the company operated under the name Dual Diagnosis Management LLC.

Ascend is in a unique position to offer the State of Nebraska both industry-leading PASRR expertise and nine years of in-depth Nebraska-based experience that has been tailored to the needs, gaps, goals, and challenges of the Department. In our service to the Department, we have delivered numerous, efficient solutions—including many value-added—with examples of those reflected in **Table 4**. **Many vendors can neither promise nor deliver a smooth contract transition and consistent, ongoing level of service that meets both the intent and the requirements of federal PASRR law.**

Table 4: Pre-and Post-Ascend Partnership Solutions Implemented for Nebraska PASRR

PRE-ASCEND PASRR COMPLEXITY IN NEBRASKA	ASCEND SOLUTIONS	BENEFIT TO THE DEPARTMENT
 There was a waiting list for Level II evaluations with turnaround times inconsistent and ranging several weeks to several months.	Ascend: <ul style="list-style-type: none"> ✓ Our turnaround for routine Level II has averaged 4.31 days since 2011, below the state's historic timeliness standard of 7 days. ✓ Since 2011, our Level I screening review time has averaged 41 minutes, far below the state's mandated 2-6 hour timeliness standard, which promote these rapid, high-quality turnaround. ✓ Streamlined workflows across all PASRR evaluations ✓ Developed standardized statewide procedures ✓ Recruited, trained, and credentialed a network of geographically distributed and qualified assessors across the state ✓ Drafted notifications in conformity with federal requirements and with state administrative code 	Full federal compliance , with a significant cost savings to providers, because assessments are completed well under federal requirements and well within the state's more restrictive requirement

PRE-ASCEND PASRR COMPLEXITY IN NEBRASKA	ASCEND SOLUTIONS	BENEFIT TO THE DEPARTMENT
	<ul style="list-style-type: none"> ✓ Significant improved provider satisfaction. Prior to Ascend, Linda Wittmuss and Rosemary Stubbendeck, Medicaid and Mental Health contract officers, reported daily complaints from providers associated with the previous PASRR vendor. After implementation occurred, state officers reported an immediate discontinuation in provider complaints. 	
<ul style="list-style-type: none"> ✗ Majority of PASRR evaluations occurred after nursing home admission in violation of federal PASRR statute 	Ascend: <ul style="list-style-type: none"> ✓ Delivers substantial, ongoing training and support for providers ✓ Promoted a deeper understanding of the need and the mandates for preadmission assessments. 	Nebraska PASRR is fully compliant with preadmission screening evaluation compliance.
<ul style="list-style-type: none"> ✗ Inconsistent PASRR evaluation content and formats 	Ascend: <ul style="list-style-type: none"> ✓ Developed a standardized, person-centered Level II tool that incorporates strong clinical interview considerations and which met 100% of PTAC evaluated standards for compliance and modern clinical practices ✓ Led the interview process with the Medicaid authority to document specific methodology for interpreting state medical necessity standards and for measuring fidelity to those standards ✓ Incorporated state definitions for services and NF level of care in our assessment protocol ✓ Designed Level I Screen and Level II evaluation tools for the State that were found through the recent federally sponsored audit to meet all federal guidelines 	Fully federally and state-compliant, person-centered, clinically expanded Level I and II tools that are customized to state needs and supports strong clinical content
<ul style="list-style-type: none"> ✗ Absence of centralized information about the types, volumes, costs, or geographic distribution of PASRR evaluations across the state, affecting the Department's capacity to conduct programmatic analysis or implement improvements; information was not being updated in the vendor's systems 	Ascend: <ul style="list-style-type: none"> ✓ Implemented a comprehensive, centralized data application that permits report generation about volumes, population data, and Ascend's performance ✓ Customized numerous reports to inform key decision-making needs of the Department 	Full compliance monitoring with federal requirements Fully accessible data to facilitate decision making
<ul style="list-style-type: none"> ✗ Notifications and PASRR reports were not developed or issued to assessed individuals or providers 	<ul style="list-style-type: none"> ✓ Ascend centralized admission information, provider requests, and patient status; data may be looked up individually or through composite trending reports 	The Department now has the ability to monitor provider compliance , take appropriate action, and provide needed compliance reporting

As we have demonstrated, Ascend is committed to working with the Department to design and deliver clinically excellent, value-driven support solutions with a high degree of excellence and efficiency. Our attention to detail and our focus on training produces high quality, meaningful, timely, and reliable results and ensures that decisions are made consistently for all individuals by each and every assessor across our project states. The results we have generated for the Department are a natural outgrowth of Ascend's tremendous experience with PASRR.

2.f. Bidder's Employee Relations to the State

None of Ascend's proposed staff, evaluators, or any other members of this proposal are or have been employees of the State of Nebraska.

2.g. Contract Performance

Ascend has never had a contract terminated for default.

2.h. Summary of Ascend's Corporate Experience

2.h.1. *Ability, Capacity, and Skill of Ascend to Deliver and Implement the System or Project that Meets the Requirements of the RFP*

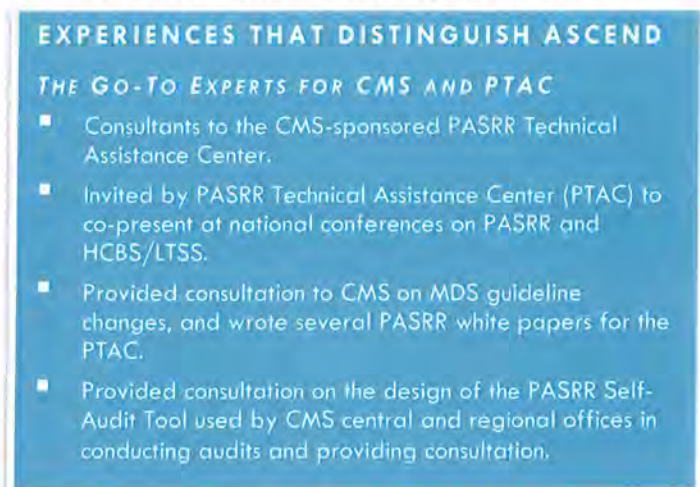
Ascend is the most experienced provider of PASRR services in the country. We are the only vendor whose leadership has been involved in PASRR since the origination of the program. Our leadership team was selected by CMS as national consultants for the PASRR Technical Assistance Center (PTAC) due to our expertise managing clinically excellent, federally compliant PASRR services. We have expertise with all aspects of PASRR, with contracts that include Level I, Level II, medical necessity, LTSS program consultation, regulatory evaluation, provider training, and web-based screening and reporting technology.

Ascend's staff includes **125 employees**, the vast majority of whom either directly serve or indirectly support our national PASRR contracts. In addition to our core project-dedicated teams, our resources are augmented by our corporate principals who are healthcare professionals and business people with an average industry experience of 25 years. Ascend's broader executive and senior management teams have more than 100 collective years of PASRR experience.

Our expertise makes us well-versed in managing complex statewide assessment projects with vulnerable populations on tight deadlines. Ascend manages national assessment projects that require similar assessor and management skills in our administration of LTSS services, including PASRR Level I and Level II programs. All projects are supported by customized data platforms that support the clinical review process and include embedded decision rules that conform to state standards for administration. We use a quality improvement wraparound model to ensure that assessment instruments are administered with clinical excellence, fidelity, and consistency, so that reliable information is obtained upon which sound decisions can be based. Our attention to detail, our focus on training and quality, and our capacity to manage complexity ensures meaningful and reliable results within evaluation deadlines and that decisions are made consistently for all individuals by each and every assessor across the State. This model supports the Department in appeals and CMS audits, support Nebraska providers in promoting the safety of NF residents, and support the citizens of Nebraska whom we will assess through promoting meritorious standards of care.

Ascend is the only vendor with expertise in the gold-standard administration of large-scale, complex assessment projects. Consistently, we focus on implementing solutions that are timely for our

Figure 1: Ascend CMS & PTAC Experience



government partners, meaningful and useful to providers, important to our state partners, compliant with federal guidelines, and which are grounded in evidence-based practices. In fact, complexity is our specialty.

Figure 2: Complexity is Our Specialty



Ascend brings tremendous additional value as new national landscape shifts impact states. The evolution of the federal PASRR program over the past years has brought “beneficial disruption” that will only continue. The increased focus on Level II Tools, Level I screening effectiveness, broadening the definition of specialized services, and improving the quality and impact of PASRR Summaries of Findings reports/recommendations are pressing examples. Ascend has provided national consultation on behalf of CMS and the PTAC on person-centered Level II evaluations and determinations, crafting best-practice Level II Summary Reports, on PASRR Level I best-practices, and structuring and funding PASRR specialized services in accordance with CMS guidance. We offer the benefit of our high-level consultation services as a value added part of our services to our government partners.

Our staff currently lead national interagency workgroups to develop and implement significant changes in PASRR specialized services definitions, payment, delivery and monitoring.

We have designed a targeted NF oversight process to increase NF education about and compliance with federally required reports of significant changes in status. We conceived of and implemented provider compliance monitoring processes that involve post-admission medical record review and follow up for targeted and random residents with Level II conditions to evaluate:

Figure 3: Ascend National Experience

EXPERIENCES THAT DISTINGUISH ASCEND

UNSURPASSED NATIONAL PRESENCE

- Hosted national conferences on LTSS initiatives.
- Provided extensive technical assistance to distressed states about PASRR and LTSS reform solutions.
- Customized a range of web-based provider submission protocols, tools, and reporting modules.
- Co-presented with CMS in national webinars and conferences about PASRR requirements.
- Developed and implemented extensive provider training modules about system reform and LTSS.
- Invited by CMS to present on strategies to leverage PASRR data for enhancing NF transition and diversion efforts at the 2011 NASUA HCBS Conference.
- Invited to present with CMS on newly introduced federal guidance regarding specialized services at the 2013 NASUA HCBS conference in Washington.
- Presented nationally on strategies for maximizing person-centered approaches to PASRR.
- Provided national TA as requested by the BIP Technical Assistance Center and as a consultant to PTAC.

1. Effectiveness of PASRR recommendations;
2. Whether services were delivered as recommended, and;
3. Whether status changes were being referred for Resident Review evaluation as required.

This program was featured at two national conferences where it was recognized by Dan Timmel of CMS as a unique example of best-practice solutions tailored to state needs and structure.

Ascend also demonstrates diversity in the *types* of requests we can accommodate—from building web-based applications and on-demand reporting, to intensive provider and state staff training, and to implementing entirely new processes with significant time, resource, and staffing demands. We also have a **track record of absorbing higher-than-expected assessment volumes**. Ascend routinely responds to these new requests on time, on strategy, and on budget, with each example further demonstrating our commitment and deepening the trust of our partners. They are evidence of the efficiency with which we do our work, which is further supported by the technological solutions we build for our clients. These solutions turn paper-heavy systems into paperless solutions, include workflow applications that match exactly the processes of our state partners, and automate numerous processes that impact quality, compliance, and turnaround times (e.g., electronic receipt of referrals, completed evaluations, and supporting documents; push-button letter/notice generation; embedded quality review processes, etc.). Ascend has coordinated training and education opportunities and conferences for our customers as well as for other state PASRR authorities.

Ascend specializes in large-scale projects conducting assessments of persons with disabilities, with mental health conditions, and persons with extraordinary service and support needs. We understand the complexity of recruiting, hiring, training, and monitoring geographically widespread assessor networks and the importance of and strategies for ensuring strict fidelity. Ascend is unique in that our personnel have a level of fluency with PASRR that maximizes the quality of our solutions in serving the provider, state, and individual needs of the Department with excellent performance and compliance.

Ascend's five partners/corporate principals' comprehensive understanding of PASRR enables Ascend to help state government agencies meet challenges related to managing complex health care programs while maintaining fidelity to program requirements, and maintaining clinical excellence and consistency in the conduct of assessments, in applying decision rules when making determinations, and in generating meaningful Summaries of Findings.

These partners are supported by a senior management team and a secondary network of leaders at the division and contract level. Many of these leaders have played a strong and active role in:

- The evolving interpretation and strengthening of PASRR regulations to better support individuals with disability;
- The impact of PASRR on Money Follows the Person, HCBS waivers and state plans, and the Balancing Incentive Program and development of strategies to integrate transition and diversion efforts;
- The increased emphasis on reliable, consistent, uniform, conflict-free assessments; and

- The continuing impact of healthcare reform on Medicaid and other delivery systems.

Collectively, Ascend's leadership forms a team of **prominent innovators who have extensive expertise managing large-scale specialized assessment projects, national utilization review projects, and working with government-funded healthcare programs.**

In addition to our leadership teams, Ascend has the clinical, support, quality assurance, training, IT and other professional personnel in place to ensure the efficient management and implementation of this project while maintaining quality throughout all activities we perform. Our corporate staff offers solid familiarity with federal PASRR regulations and has worked closely with many states to ensure that their PASRR programs comply with all federal regulations while also delivering the highest quality evaluation services. Our Nebraska project team consists of a full cadre of qualified clinical, quality, administrative, programming, and field staff. Our leadership is prepared to fully support this dedicated project team to ensure that Ascend brings to this project the same ability to successfully advance, strengthen, and streamline Nebraska's PASRR program into a nationally recognized PASRR best practice program.

More information on the quality, integrity, and efficiency that we bring to our government partners follows.

2.h.2. Character, Integrity, Reputation, Judgement, Experience, and Efficiency of Ascend

Ascend's commitment to quality service delivery—and our character, integrity, and reputation—transcends project compliance and distinguishes us from other vendors. Customers who contract with Ascend stay with Ascend. Employees who come to work at Ascend do the same. While there are other vendors who may have some PASRR experience, there are no other vendors who have Ascend's depth of experience, who have our Nebraska-specific PASRR experience, or who have such extensive experience collaborating with government partners across multiple states.

- **Serving persons with mental illness, intellectual, and developmental disabilities is of special meaning to Ascend.** Our partners and senior leaders, and many of our clinical staff and employees company-wide, have served individuals with disabilities for decades—long before Ascend and even its predecessor company were established. Many people who work at Ascend have a personal connection to individuals with disabilities, bringing their passion, commitment, and deep caring to their work so that those who are most vulnerable are treated with the dignity they deserve.
- **Ascend implements what we promise to implement for its customers.** This includes the services we outline in our proposals, final contracts, and contracts amendments; the expanded deliverables that have been requested by all of our government partners; and the countless value-added services that Ascend performs day in and day out across all of our contracts.

- Ascend has been **continuously rewarded contracts issued through competitive re-bid by our current customers**, which include PASRR, IDD, and other assessment services across nine states. One of our PASRR contracts dates back to 2000—the inception of our PASRR services.
- Ascend takes special pride in not only adhering to federal and state compliance timeframes but in **delivering far-faster turnarounds than our customers even expect or require**. *Reference checks will confirm that other vendors delivering PASRR services are typically unable to meet state turnaround requirements.*
- Our employees take pride in not only their own work, but the Mission, Vision, and Values of the company. Their voluntary endorsements **earned Ascend placement in its Top 25 Workplaces in Tennessee**.
- Ascend has a long-standing **Mission, Vision, and Values** committee that plays an active role in maintaining our company culture, which is vibrant and inspires the very best—not only in performance but also commitment to person-centeredness in our service to individuals with disabilities.



2.h.3. Capacity of Ascend to Perform the Contract within the Specified Timeframe

Ascend's commitment to quality service delivery transcends project compliance and distinguishes us from other vendors. We have demonstrated to the Department our commitment to meeting and exceeding contract performance expectations in all areas, including our success at evaluating your needs, gaps, and barriers and devising innovative, cost-effective solutions. From the beginning of our tenure on this contract, we have partnered with Department to **transform the PASRR evaluation structure from one that included waiting lists for evaluations, was fraught with complaints by stakeholders, and was not compliant with federal requirements into an integrated, timely, and quality-controlled PASRR methodology**. Today, there is statewide standardization, compliance, quality, and person-centeredness across all of Nebraska's PASRR evaluations. Ascend has helped the Department move toward a "PASRR strong" model. We collaborated with the Department to implement national best-practice Level I screens and Level II PASRR evaluation assessments. We incorporated the unique goals, structure, and priorities of the Department in our workflows, tools, procedures, and technology.

Ascend knows well that PASRR exists within an overarching Departmental landscape of system transformation. **We know that the Department will continue to evolve PASRR and system programs and policies to improve services for persons with disabilities. We commit to continuing our proven record of close collaboration with the Department to ensure that the PASRR information and systems we deliver help you reach your goals.**

Ascend is prepared to continue PASRR in Nebraska seamlessly and without interruption to recipients or providers. The Department will experience no disruption from the last day of its current contract with

Ascend to the first day of its new one—**no disruption to federal compliance, no disruption to state compliance, and no disruption to the vitally important expedient turnaround timeframes.** While there are other vendors who may have some PASRR experience, there are **no other vendors who have Ascend's depth of experience combined with Nebraska-specific expertise** or who have such extensive experience collaborating with government partners across multiple states. **Ascend delivers high-quality, innovative, and value-driven support solutions.** We specialize in conducting PASRR assessments supported by advanced technology and state-specific workflow that simplify and expedite the process and that fully reflect Department processes. We have delivered some of the most rapid-response and advanced technological solutions in our 20+ years of PASRR experience. Every member of our team is proud of the work we have done with the Department and is eager to build on the foundation that we have created together. We would be honored to continue as your partner in PASRR for many years to come.

Figure 4: Ensuring the Continued Success of the Nebraska PASRR Program

- ✓ *Ascend understands the high cost to the state and to providers that come with a vendor transition.*
 - ✓ *These costs are magnified when inexperienced bidders claim to, but do not, understand PASRR.*
 - ✓ *Vendors that do not have an in-depth understanding of the latest federal PASRR changes and their implications put their customers at extreme risk for non-compliance.*
 - ✓ *An inexperienced vendor can cause significant disruption to a compliant, well-run program and can quickly reverse the progress a state has made in serving vulnerable individuals.*
- ⇒ **Ascend is the most qualified candidate to provide and manage these important services. The Department can verify our effectiveness by inquiring with our references about Ascend's success at implementing PASRR contracts as compared to our competitors.**

2.h.4. Quality of Ascend Performance on Prior Contracts

Ascend has a solid reputation for exceeding contract requirements, and we are known for providing PASRR related technical assistance and tools that help states both overcome workflow bottlenecks and ensure state and federal compliance. **We have taken over PASRR contracts that were left in disarray and that led to significant compliance exposures for states—and turned these PASRR programs around, building them into efficient, clinically excellent, federally compliant projects.** We have also worked closely with our customers to analyze their processes and bring innovations which transcend project compliance and which have distinguished us from other vendors. Each innovation is a result of customized and highly individual needs or challenges experienced by states. We describe those in detail

in the following subsections. Ascend consistently meets all state customer timelines, which in most states are significantly more restrictive than Nebraska. We have partnered with all of our state customers to create unique and novel solutions that far exceed the scope of work in all of our contracts. None of our PASRR programs have ever been subject to sanctions, penalties, or compliance action. Our Level I and II tools meet all PTAC standards and requirements for both compliance and contemporary clinical practices and industry standards.

Ascend offers exceptional quality via the following skills and resources, which are unmatched in the industry and which have been part of our dedicated service to the Department since 2006:

- **An implementation team model of fully dedicated staff who participate solely in new projects until all staff are trained and the project is fully operational.** The implementation team is led by Amy Gantt, MS, PMP, Director of Project Management and a Certified Project Management Professional. During re-implementation for the Nebraska contract, Ascend will work closely with our current state contacts and any other stakeholders you designate to ensure a perfect quality match between the RFP, any eventual contract, and any contract amendments over time.
- **Our national consultants,** Pam Raby, Nancy Shanley, and Laura Beerman, provide ongoing oversight and consultation associated with project policy and compliance. Pam and Nancy have consulted extensively with CMS and with states across the country about PASRR and have implemented PASRR projects nationally. Pam, Nancy, and Andrea Womack (Ascend's Director of Quality Improvement and IC Network Management) are all also consultants to the federal PASRR Technical Assistance Center (PTAC).

Our management team has implemented and provided oversight for large-scale state PASRR programs since the origination of the program. They have been involved in PASRR management and program design, and have provided oversight for programs across the country. They **were invited by CMS to participate in a national expert panel on PASRR** in Baltimore; to develop the recent standard changes for MDS; to develop protocols and strategies for assessing states' compliance with and fidelity to federal PASRR requirements; and to train regional CMS auditors about PASRR.

These experts will be available to support the quality of DHHS's PASRR program as it looks to evolve its definition of specialized services, add a 60-day convalescent categorical to its Level I screening process, and continue service monitoring and NF tracking so that PASRR is closely linked to payment.

- **A division specifically dedicated to recruitment and credentialing of field assessors.** These staff currently maintain a comprehensive network of qualified clinical field assessors across Nebraska, recruiting and credentialing additional assessors whenever necessary. These staff conduct extensive background checks, reference checks, license verification, and other screening activities to ensure that the assessors we contract with meet our and the Department's standards for assessing the state's most vulnerable citizens. These in-depth processes are the first step in **ensuring that only the most qualified assessors perform PASRR evaluations in the state of Nebraska.** A number of the

assessor who currently perform evaluations for DHHS have been with the contract since its inception in 2006. **The continuity of their service contributes to high-quality PASRR assessments.**

- **Dedicated clinical staff that monitor the efficacy of our approach, the clinical integrity of our assessment information, and the overall quality of PASRR practices that exist at every operational level.** We understand that nursing home staff, especially in remote frontier and rural areas, may not have access to clinical expertise in the areas of mental health or intellectual/developmental disabilities. We embrace our responsibilities to serve these individuals by:
 - enhancing understanding of developmental opportunities or potential, consulting to facilitate appropriate behavioral intervention planning, or assisting with accessing services. Our clinical team monitors our field assessor work, administering standard clinical integrity and compliance measures to ensure a clinically excellent work product. Through review and consultation, we have helped put the state on a path toward preadmission PASRR assessment.
- **Medical expertise.** An important part of our staffing plan is to ensure that sufficient clinical and technical expertise is available to providers and family through our team of medical experts. Ascend's medical board is represented by a qualified and highly recognized team of medical staff experienced in evaluating and defining service needs for individuals such as those targeted through this project. Our Physician Review Panel is staffed by actively practicing, licensed, credentialed, and board-certified physicians specializing in Cardiology, Gerontology, Gynecology, Immunology/ Rheumatology/Endocrinology, Internal Medicine/Family Practice, Neurology, Oncology, Ophthalmology, Orthopedics/Podiatry, Adult and Child Psychiatry, Pulmonary Medicine, Radiology, Surgery, and Urology/Nephrology. Our medical staff is supported by a team of project staff that includes **dedicated utilization review clinicians, quality improvement staff, and administrative staff** who work together to ensure an efficient operational structure that meets and even exceeds the timeliness and deliverable requirements specified in this RFP.
- **Structured methodologies for monitoring quality organization-wide.** Ascend has designed sophisticated quality management processes to monitor the integrity of our processes, assessment data, and state compliance with program requirements. Ascend now has an even more expanded capacity to monitor quality through the addition of three key positions: a new PhD-level Clinical Director, Alice Bernet; our Operations Data Analyst, Matthew Lister; and Quality Improvement Analyst Randi Staggs. This is in addition to our Andrea Womack—who is Director of Quality Improvement and Independent Contractor Network and who holds a Six Sigma certification—and Jennifer Dugger, Ascend's seasoned Quality Improvement Coordinator.
- **A dedicated policy and procedure (P&P) team with expertise developing procedures for nursing homes, hospitals, and other providers and performance of statewide provider training** on federal long term care and PASRR standards. For each of our government partners, we develop procedures during implementation based on the RFP, final contract, and any contract amendments or input from state officials. We keep these procedures updated over the life of each contract. For the state

**Ascend has consulted
with dozens of states
on PASRR quality and
compliance.**

of Nebraska, we recently completed an exhaustive P&P review that reflected exceptional alignment among Nebraska Medicaid/CMS CFR regulations, Ascend's Policy and Procedures Regarding MI/ID/RC Reviews, and Ascend's Daily Procedures Regarding MI/ID/RC Reviews.

- **Structured and federally compliant tracking protocols** to assist states in meeting standards for resident location monitoring.
- **Expertise implementing compliance/fidelity measures for states regarding their PASRR programs**, including quality and compliance analyses, strategies in improving cost effectiveness, evaluation, management strategies, and others.

For more information on Ascend's quality performance as it pertains to specific contracts, please see **Proposal Section 2.h.5 Matrix of Previous Projects Similar to this RFP.**

2.h.5. Matrix Listing Previous Projects Similar to this RFP in Size, Scope, and Complexity—Redacted

Examples of our current PASRR and related projects requiring services and work products which align with this scope of work are provided below. Ascend **continues to serve each of these contracts, reflecting our ability to provide long-term quality services and customer support and to be continually re-awarded these contracts upon competitive rebid.** In addition to general descriptions, items in bold specifically cover Ascend's **quality of work, ability to meet (and exceed) schedules, cost control, and contract administration.** Where included, the **value-added sections** further support our quality performance above and beyond defined contract administration.

1

REDACTED PROPRIETARY INFORMATION

Tables 5-8, containing all information required in RFP page 45, Section 5.A.h "Summary of Corporate Experience" is redacted and provided in the separate sealed envelope, along with details regarding the basis for content redaction.

Table 5: Customer 1 PASRR Reference Information—Redacted

Reference Information	
Reference Name:	Redacted
Address:	
Phone:	
Facsimile:	
Email:	

Time Period/Term:	
Schedule and Actual Completion Dates:	
Contractor or Subcontractor Status:	
Ascend Services Provided:	
Budget:	
Additional Description:	

Table 6: Customer 2 PASRR Reference Information—Redacted

Reference Name:	<p align="center">Redacted</p>
Address:	
Phone:	
Facsimile:	
Email:	
Time Period/Term:	
Schedule and Actual Completion Dates:	
Contractor or Subcontractor Status:	
Ascend Services Provided:	
Budget:	

Additional Description:	

Table 7: Customer 3 PASRR Reference Information—Redacted

STATE OF MISSISSIPPI PASRR Level I and Level II	
Reference Name:	Redacted
Address:	
Phone:	
Facsimile:	
Email:	
Time Period/Term:	
Schedule and Actual Completion Dates:	
Contractor or Subcontractor Status:	
Ascend Services Provided:	
Budget:	
Additional Description:	

Table 8: Other PASRR Projects and References—Redacted

CONTRACT	SERVICES	DEPARTMENT	TERM
Redacted			

2.h.6. Letters of Reference

The following pages contain letters of reference from several of our government partners.



STATE OF CONNECTICUT
DEPARTMENT OF SOCIAL SERVICES

April 7, 2015

To Whom It May Concern:

It is my pleasure to provide you with a reference for Ascend Management Innovations. The Connecticut Department of Social Services (DSS) has contracted with Ascend since 2009 for our PASRR LI and LII screening process and medical necessity level of care determinations for nursing home placement. Most recently, we have had them develop a web based application process and new data base for our Home Care Program for Elders. This system will allow the Department to communicate with its contractors through the web based system and ultimately eliminate paper records.

Ascend offers top-notch quality, professionalism and service. Across the board, we are very pleased with their work. Connecticut initially had a great deal of resistance from hospitals in particular regarding the new PASRR processes but after the initial implementation, the hospital community is very satisfied with the system and the processes in place. Connecticut's long term care operations involve great attention to detail and concern for quality. Ascend's management team is highly knowledgeable in all areas of government health services, is consistently responsive to Connecticut's needs, and performs as an excellent partner to help us achieve identified outcomes. Last year they assisted us in updating our Medicaid state plan for PASRR. Ascend's management team is approachable and quick to act upon request.

Each month Ascend produces a variety of reports and participates in conference calls. They plan frequent on site visits and utilize those on site visits to continually update community providers by offering training programs. In addition to these reports, the management team provides expertise and makes recommendations where necessary to effectively represent Connecticut's interests and regulatory compliance.

Ascend Management Innovations LLC, provides Connecticut long term care programs and residents of long term care facilities with a highly desirable quality of work, integrity and work ethic. The quality of Ascend's work with Connecticut providers and stakeholders is exemplary, and their assistance in bringing us into full compliance with federally mandated PASRR processes has been enormous and very much appreciated.

I am happy to recommend Ascend Management Innovations LLC for your business, as we look forward to continuing our working relationship with them. Please feel free to contact me at 860-424-5177 should you require any additional information.

Sincerely,

Kathy Bruni, MPA, LCSW
Program Director
Home & Community Based Services Waiver Unit

KB:scs



MISSISSIPPI DIVISION OF
MEDICAID

December 21, 2015

To Whom It May Concern:

It is my pleasure to provide you with a reference for Ascend Management Innovations LLC (Ascend). The Mississippi Division of Medicaid has contracted with Ascend Management Innovations LLC, as our PASRR Contractor for 3 years and has been reassigned as the New PASRR Contractor in January 2016. Ascend offers top-notch quality, professionalism and service across the board. We are very pleased with their work.

I have included performance indicators that illustrate Mississippi Division of Medicaid's experience working with Ascend:

HIGH VOLUME PERFORMER

The state of Mississippi contracts with Ascend to manage our PASRR Long Term Care program, producing on average 4890 Level I reviews, and upwards of 1262 Level II PASRR reviews per state fiscal year (SFY) 2014. PASRR is a multi-level review process in Mississippi, which involves detailed coordination and exemplary customer service on behalf of the state to communicate with hundreds of Medicaid providers, multiple state agencies, and a variety of professional clinicians statewide.

EXPERIENCED MANAGEMENT

Ascend's management team is highly knowledgeable in PASRR review for government health services, and is consistently responsive to Mississippi's needs, and performs to Mississippi's best interests. In addition, Ascend's management team is approachable and quick to act upon request.

SUPERIOR DELIVERABLES

Ascend incessantly produces and engages timely and superior quality deliverables to the Division. Each month Ascend produces a variety of reports and participates in or facilitates contract and program meetings. In addition to general contract related production reports and meetings, Ascend compiles and produces a number of quality reports that specifically address the needs of the PASRR program. In addition to these reports, the management team participates in monthly program and contractor meetings, providing contractor expertise and making recommendation where necessary to represent Mississippi's interests and federal regulatory compliance.

OUTSTANDING PROVIDER RELATIONS

Ascend Management Innovations has developed a good rapport with Mississippi providers that is both sustainable and trustworthy. On behalf of Mississippi's long term care Medicaid programs, Ascend works with hundreds of Medicaid providers of various type and skill, as well as, state contracted case management agencies, clinical and non-clinical health professionals, intergovernmental state agency representatives or authorities, and other specialty vendors including the states' fiscal agent.



MISSISSIPPI DIVISION OF
MEDICAID

EXCEPTIONAL QUALITY OF WORK

Ascend Management Innovations LLC, continues to provide Mississippi's long term care programs and clients with the highest desirable quality of work, integrity and work ethic. The quality of Ascends' work with Mississippi providers and stakeholders is exemplary, and their integrity and attention to federal and state regulatory compliance. Ascends' stellar proficiency and attention to staffing at all levels shows success in the quality of their work and professional relationships.

I am happy to recommend Ascend Management Innovations LLC for your business, as we look forward to continuing the great collaboration we have with Ascend in the future.

Sincerely,

Bonlitha Windham
Office Director of Mental Health Programs
Office of the Governor, Division of Medicaid
550 High Street, Suite 1000 | Jackson, Mississippi 39201
Phone (601-359-6114)
Fax (601-359-6294)
Email Bonlitha.Windham@Medicaid.MS.Gov
website <http://www.medicaid.ms.gov>



STATE OF TENNESSEE
DEPARTMENT OF MENTAL HEALTH AND SUBSTANCE ABUSE SERVICES
DIVISION OF MENTAL HEALTH SERVICES

5th FLOOR, ANDREW JACKSON BUILDING
500 DEADERICK STREET
NASHVILLE, TENNESSEE 37243

BILL HASLAM
GOVERNOR

E. DOUGLAS VARNEY
COMMISSIONER

To Whom It May Concern:

The Tennessee Department of Mental Health and Substance Abuse Services has contracted with Ascend Management, LLC since 2004. Ascend has been awarded the contract on two successive Requests for Proposals. The contract is awarded to the most competitive bidder with the best program design. The contract is to implement the federally mandated Preadmission and Resident Review Program.

In Tennessee the PASRR process assesses individuals on-site before and post admission to nursing facilities. The PASRR evaluation process is complex and requires a strong set of clinical and management skills. Ascend as a company has consistently demonstrated those skills over the past 11 years. In addition as a contractor Ascend must consistently interact with clients, nursing facilities, and various representatives of state and federal government. The Ascend staff performs these duties in an exemplary and professional manner. Along with these skill sets Ascend brings an expertise to the PASRR process that has proved invaluable. Their knowledge and corporate values of "client first" have made them an invaluable partner as Tennessee plans to implement future federal requirements in our PASRR program.

While implementing the PASRR process in several states Ascend has taken the initiative to be involved in several national PASRR organizations such as the National Association for PASRR Professionals and the Center for Medicaid Services PASRR Technical Assistance Center. Ascend as a company does not receive remuneration for these efforts but performs them to improve the lives of persons with disabilities and to fulfill their obligation as a responsible corporate citizen.

Ascend Management is a vital advocate for the individuals we serve and an effective partner with the State of Tennessee in providing services to our citizens. In conclusion, I can without reservation recommend Ascend Management Innovations LLC as a company willing to serve those it is asked to with the highest standards, integrity and dedication. I can make this recommendation without qualification or equivocation.

Sincerely,

A handwritten signature in cursive script that reads "Dennis Temple".

Dennis Temple
Director of PASRR, Older Adult Programs
And Disaster Mental Health Programs

2.i. Summary of Ascend's Proposed Personnel and Management Approach

2.i.1. Project Management Approach

a. Project Re-implementation and Project Management

2 **REDACTED PROPRIETARY INFORMATION:**
Section 2.i.1 containing information required in RFP page 45, Section 5.A.h "Summary of Corporate Experience" (approach to implementation) is redacted and provided in the separate sealed *Proprietary & Copyrighted* envelope, along with details regarding the basis for content redaction.

b. Post-Go-Live Approach

Post go-live, during the execution of daily contract activities, the PASRR Level I and Level II Division Managers assume responsibility for directing the daily monitoring phase of the project. The Implementation Coordinator,

Implementation Manager, and Division Manager work closely together to ensure a seamless transition for Go-Live (associated with any project changes) and continuing monitoring operations.

As we have demonstrated throughout our nearly 10-year partnership with the state, Ascend will work closely with DHHS to vet decisions about tools, decision rules, workflow, infrastructure, and for consultation on any changes initiated by the State or by CMS that would impact the PASRR program.

Our role as your existing partner offers distinct advantages for re-implementation. Our operative principles and ongoing commitment will include efficiency, cost effectiveness and an in-depth understanding of current and future DHSS developments, including the evolution of specialized services and categorical determination definitions in Nebraska.

The PMO team will be re-involved in any special initiatives that need project management across the life of the contract.

An additional benefit we offer is the well-established, trusted and collaborative relationships between DHSS and the Ascend team, which includes exceptional clinical, technical, regulatory, and administrative leaders that will provide ongoing service and oversight.

b. Project Controls

Ascend implements numerous tight **key controls associated with ensuring delivery of our committed Scope of Work:**

1. Project Management Plan
2. Project Model
3. Project Reports and Meetings
4. Project Procedures

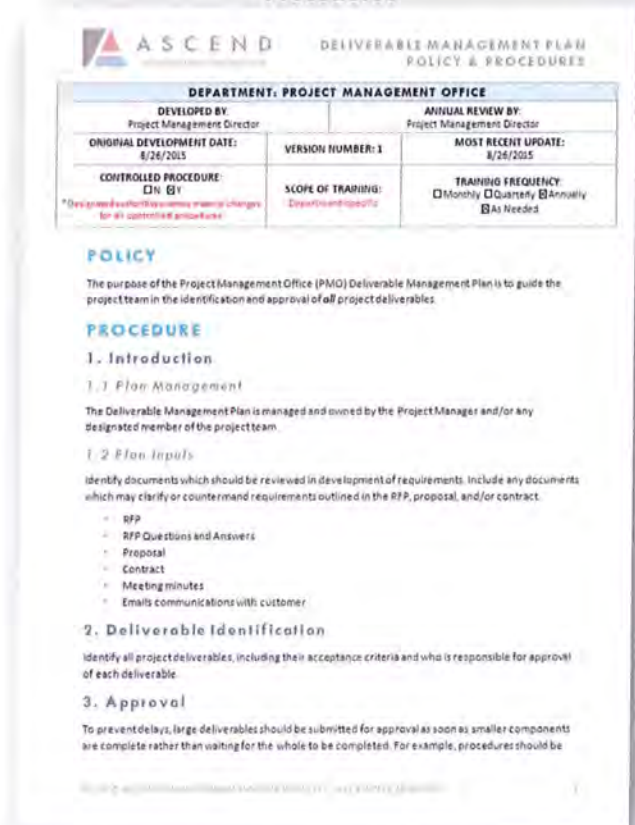
Each of those controls is described in the following subsections.

COMMENTS FROM OUR CUSTOMERS

*"Ascend carries out the most difficult of tasks with the **highest of standards** and I would recommend the company and staff without equivocation."*

—Dennis Temple, TN DMH (An Ascend partner since 2005)

Figure 5: Deliverable Management Plan Policy & Procedures



ASCEND DELIVERABLE MANAGEMENT PLAN
 POLICY & PROCEDURES

DEPARTMENT: PROJECT MANAGEMENT OFFICE		
DEVELOPED BY: Project Management Director	ANNUAL REVIEW BY: Project Management Director	
ORIGINAL DEVELOPMENT DATE: 8/26/2015	VERSION NUMBER: 1	MOST RECENT UPDATE: 8/26/2015
CONTROLLED PROCEDURE: CIN, GIY	SCOPE OF TRAINING: Department-wide	TRAINING FREQUENCY: <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input checked="" type="checkbox"/> Annually <input type="checkbox"/> As Needed

POLICY

The purpose of the Project Management Office (PMO) Deliverable Management Plan is to guide the project team in the identification and approval of all project deliverables.

PROCEDURE

1. Introduction

1.1 Plan Management

The Deliverable Management Plan is managed and owned by the Project Manager and/or any designated member of the project team.

1.2 Plan Inputs

Identify documents which should be reviewed in development of requirements. Include any documents which may clarify or countermand requirements outlined in the RFP, proposal, and/or contract.

- RFP
- RFP Questions and Answers
- Proposal
- Contract
- Meeting minutes
- Emails communications with customer

2. Deliverable Identification

Identify all project deliverables, including their acceptance criteria and who is responsible for approval of each deliverable.

3. Approval

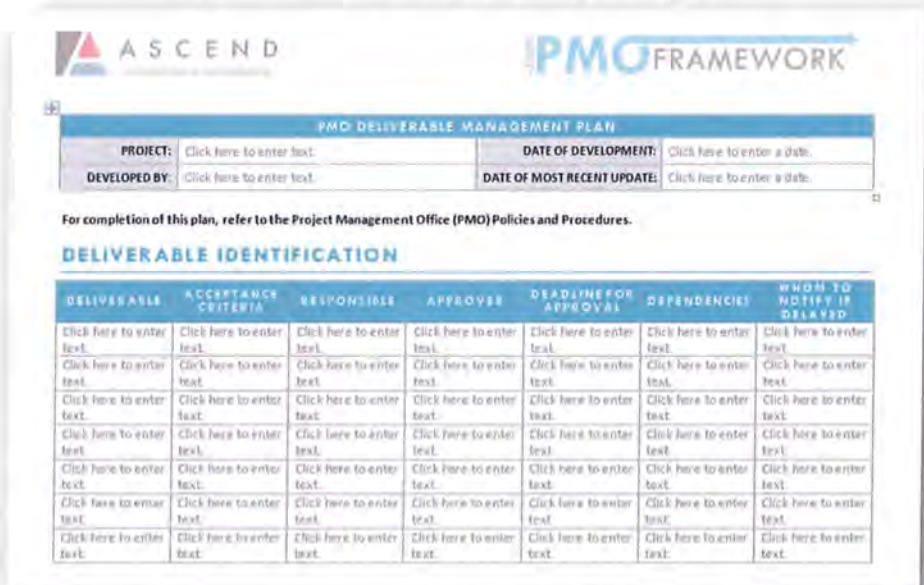
To prevent delays, large deliverables should be submitted for approval as soon as smaller components are complete rather than waiting for the whole to be completed. For example, procedures should be

i. Project Management Plan

Whenever a new or modified project is implemented, a Project Management Plan (PMP) is developed. As will be described throughout this narrative, the PMP is a comprehensive description of the requirements for the new (or re-awarded) project that begins with an evaluation of all Project Inputs (the RFP, the state responses to the RFP questions, Ascend's proposal, the contract, and any meeting minutes or communiques between the Department and Ascend). From that, a PMO Deliverable Management Plan is developed, which details:

- All deliverables
- Acceptance criteria by deliverable
- Responsible parties by deliverable
- State-level approver by deliverable
- Deadline by deliverable
- Dependencies (requisites and prerequisites) by deliverable
- Authorities involved and required notification if delays occur

Figure 6: PMO Deliverable Management Plan



The screenshot shows the 'PMO FRAMEWORK' logo and a form titled 'PMO DELIVERABLE MANAGEMENT PLAN'. The form includes fields for PROJECT, DATE OF DEVELOPMENT, DEVELOPED BY, and DATE OF MOST RECENT UPDATE. Below this is a section for 'DELIVERABLE IDENTIFICATION' with a table containing columns for DELIVERABLE, ACCEPTANCE CRITERIA, RESPONSIBLE, APPROVER, DEADLINE FOR APPROVAL, DEPENDENCIES, and WHOM TO NOTIFY IN DELAYED. Each cell in the table contains a 'Click here to enter text' placeholder.

PMPs are developed by project function/domain (e.g., Training Requirements, Clinical

Standards, Procedures, Recruitment Requirements, Technology, Communications, Risk Assessment and Management, etc.), and each plan is led by a Subject Matter Expert for that area.

Our team then meets with our government partner through a series of structured meetings to harmonize our understanding of project deliverables and associated departmental expectations, as well as to identify associated objectives to meet the state's goals (e.g., identification of stakeholders, identification of key subtasks, clarification of acceptance criteria, etc.). Once those meetings are completed, Ascend's team develops a Project Plan which is then translated into milestones and timelines with a roll-out plan, assignments, risks, and dependencies. We present that plan to the Department for approval and confirmation that we have thoroughly and comprehensively translated the Department's goals into clear, attainable, and valid objectives that will fulfill those goals.

The Operations Team continues to provide routine written reports and host ongoing meetings with the Department. Whenever new deliverables are requested, Ascend's Project Management team is re-engaged to coordinate those implementations.

ii. Project Model

Once we confirm that we fully understand your mission, we begin development of precise workflow requirements, where we document each phase of the workflow, our understanding of roles, steps, and procedures, and depict the project model and approach in a detailed format.

We present the Project Model to the state officers.

We develop workflow prototypes to provide detailed illustration of our understanding and to harmonize our approach with your expectations and vision. Project modeling gives the Department an opportunity to tangibly view our conception of the project model in a transparent manner—ensuring we fully articulate all expectations within our Project Model. During the Project Modeling phase, we work closely with you to make adjustments to the work model and the associated approach.

Figure 7: PMO Schedule Management Plan



PMO SCHEDULE MANAGEMENT PLAN

PROJECT:	Click here to enter text.	DATE OF DEVELOPMENT:	Click here to enter a date.
DEVELOPED BY:	Click here to enter text.	DATE OF MOST RECENT UPDATE:	Click here to enter a date.

For completion of this plan, refer to the Project Management Office (PMO) Policies and Procedures.

PROJECT DATES

Identifying Project Milestones

MILESTONE/DELIVERABLE	DEADLINE DATE
Click here to enter text.	Click here to enter a date.
Click here to enter text.	Click here to enter a date.
Click here to enter text.	Click here to enter a date.
Click here to enter text.	Click here to enter a date.
Click here to enter text.	Click here to enter a date.
Click here to enter text.	Click here to enter a date.
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Click here to enter text.	Click here to enter a date.
Click here to enter text.	Click here to enter a date.
Click here to enter text.	Click here to enter a date.

Schedule Checklist

iii. Project Reports and Meetings

Ascend communicates frequently and thoroughly with our government partners to:

- Establish a regular meeting schedule during implementation (typically weekly) and for the life of the project (weekly, monthly, or at your discretion);
- Document and circulate all meeting minutes promptly following each meeting including documentation of the status of all work projects, as well as the identification of any barriers, assignments, and any new or revised policies or procedures; and
- Circulate routine and consistent reports that are available via the State portal and directly from Ascend.

As we have since the original contract inception in 2006, Ascend will continue to communicate consistently and thoroughly with DHSS and its stakeholders throughout our partnership.

iv. Project Procedures

Ascend manages procedures using innovative, cloud-based software technology designed to optimize the accessibility, compliance, and maintenance of our policies and procedures (P&Ps). This technology provides a secure repository for all of Ascend's manuals and P&Ps and ensures that we have full content control in our editing, approval, and distribution processes. All procedures are transparent and reviewed and approved by our government customer before their implementation. This *sign-off* process provides another means for our government customer to ensure our compliance. By taking advantage of the sophisticated compliance and maintenance features we have available, Ascend is better able to control document content, monitor stakeholder engagement, and evaluate the overall effectiveness of our policies and procedures. All assessor training and competency measures are in place and operational.

Ascend routinely audits our processes to ensure compliance with and fidelity to approved procedures and their related governing documents. Ascend allows only qualified employees to draft and edit policies and procedures, and all edits follow an approval process prior to publishing. As each step is completed, the next person in the workflow is automatically alerted via email that his or her participation is needed. As a document moves through the approval workflow, each approver is able to view all edits that are made and compare to language in governing documents to ensure that procedures are fully compliant from the development stage. Automating the approval process allows us to create transparency and improve communication flow. These efficiencies in the approval process, in turn, result in a cohesive execution of the policies and procedures among stakeholders.

We present only the most recent approved versions of documents to our employees and independent contractors, thereby eliminating the possibility of accessing outdated policies or procedures. **We ensure compliance with external governing documents such as contracts, official memos, state administrative codes and statutes, and the code of federal regulations by linking content in our documents to the associated governing document(s) or other body of evidence. This clearly highlights correlations between the content in our procedures and the specific requirements of the governing document, ensuring that we have fully addressed all required elements.** As changes are made to governing documents or regulations, we can quickly identify which internal documents are associated with the governing document and make the necessary updates.

While updates to a document are in progress, the approval workflow and document revision remain accessible only to those with edit and approval rights. Meanwhile, the most current approved version remains available to employees and independent contractors until the revision process is complete and the new version is published. By allowing only approved editors the ability to make changes to documents, we eliminate the risk of having inadvertent modifications and we maintain the integrity of our documents. As updates are published, all relevant parties are automatically alerted to the change with revisions highlighted for staff to quickly identify new or updated information.

Ascend retains all historical document activity, including content changes, approval processes, and attestations through an automated archival system accessible only to those with permissions.

Additionally, all documents are displayed for staff in PDF format, rather than an editable format such as MS Word. Ascend is also able to automate many of the manual tasks associated with procedure management, including sending automated email alerts to notify staff that there is a document or task which requires attention. Required actions include acknowledgment of changes, as well as periodic review of and attestation to standing policies and procedures.

Training on new and/or updated P&Ps is a vital way that we “close the loop,” ensuring that new contract practices are not only reviewed, but understood and operationalized across our teams’ daily activities. As needed, training may include any Nebraska PASRR stakeholders and the program’s needs evolve and as we develop or revise best-practice quality improvement measures. For our own teams, we require periodic review of and attestation to both existing policies and changes to policies. We can quickly conduct an audit to identify all employees and independent contractors who have attested to having read and understood a specific policy or procedure or to monitor participation in trainings.

Additionally, Ascend requires all new hires to participate in mandatory trainings for both procedural and clinical information. We also provide intense oversight for an initial 90-day orientation period consisting of structured supervision meetings and peer quality review and feedback to ensure execution of work in accordance with Ascend’s policies, procedures, and performance standards. Progress is evaluated regularly, and the intensity of training is tailored to the needs of the individual. Training sessions on high-liability policies are held annually or more frequently and ongoing training relevant to the various quality measures and best-practices of each position or department is also provided on a routine basis. Pre- and post-testing is utilized to evaluate participant competency in the training material covered.

v. Management of Performance Standards, Milestones, and Deliverables

Our Project and Operations Managers orchestrate communication with all stakeholders, ensuring that all project deliverables—those pre-identified in the RFP, the contract, and those identified through strategic planning activities with the state during the pre-implementation research phase—are addressed in the project plan. This team orchestrates planning and strategy activity with the state and with each relevant in-house consultancy group (PASRR regulation, Operations, Quality, IT and Finance).

Ascend’s project management style is a combination of Kanban and Agile methodologies. Kanban is a workflow methodology that seeks to accomplish work as efficiently as possible through which tasks are *pulled* instead of *pushed* to the next phase of development. Agile is a method of determining project requirements for projects that is highly iterative, allows for flexible work planning, and promotes rapid correction. Under Agile, requirements are completed via “sprints” which are highly focused time periods in which only the scheduled project tasks assigned to that period are completed.

Both our Implementation and Technology Teams apply the sprint concept to their Kanban pull system. The Implementation Team will sprint certain tasks (such as provider manual creation or tool development). This iterative approach allows for Ascend to release the product to the state for approval. If changes are required, Ascend will sprint the manual and release another version, or iteration, for approval. The sprinting integrates the Implementation Team closely with the Development

Team; as the Implementation Team completes the requirements from their sprint, they hand them off to the Development Team for a programming sprint.

All efforts are directed by the PMP, which contains all project domains, schedules, milestones, goals, objectives, and responsible staff.

The Implementation Manager polices tasks and timelines and monitors fidelity to the work-plan, identifying any impediments to task completion and the solutions for overcoming the impediments. Adherence to the work plan is reported weekly (or at whatever desired frequency) in meetings and written reports. Our teams hold routine teleconference (weekly, monthly, or at whatever frequency desired by our government partners) to keep the Department apprised of our progress, steps, and any barriers or obstacles. Each teleconference is documented and will contain written minutes summarizing those discussions. Our PMs and Business Analysts will work together to ensure that application programming aligns with the requirements and workflow documents we submitted to you. Our PMs will also remain in close communication with the stakeholder group to pilot any project workflow or changes. Reporting contains status on each project task, responsible Ascend staff, hours spent associated with each project deliverable, and any barriers and notes.

Ascend's team offers the most qualified PASRR leadership in the country—we understand the direction of CMS under its new position of PASRR reinterpretation.

Once new deliverables are fully implemented, the PASRR Level I and Level II Division monitor and report about adherence to project deliverables (which are also monitored through Ascend's Quality Director, Andrea Womack (see **Proposal Section 3.d.3.f.** for a full description of roles and functions)). These data are gathered through a structured quality monitoring process described fully in that same section.

2.i.2. Staffing Plan and Roles of Staff

a. Project Team—Redacted Components

Ascend brings a dedicated, highly qualified team of employees and evaluators to the Department, its stakeholders, and to the citizens of Nebraska whom we collectively serve. Ascend's leadership has been involved in PASRR since its 1989 implementation. **We understand PASRR regulations, we understand CMS expectations, and we are highly familiar with Nebraska's project model.** This combination of knowledge will continue to offer an advantage to the Department as it moves toward the next iteration of CMS required PASRR management and oversight.

The sections below detail Ascend's Nebraska team, as well as Ascend's departments that support the Nebraska project's long-term success. Many of these highly qualified team members have served the current contract **since 2006** and are deeply familiar with the needs and requirements of the Department. This includes consultation as needed by our senior leadership. We welcome the Department's role in selecting and approving any and all staff identified for this contract. Through our staffing model, the Department benefits from:

- **A continuously available team of cross-trained staff**—Clinical Reviewers, Quality Coordinators, and Support Staff in times of increased volumes or staff absences
- **A field-tested, centralized quality control model** that aligns with best-practice standards of quality oversight
- **A seasoned field network of assessors** with “boots-on-the ground” and strong familiarity with state resources and service systems.
- **Experts in best-practice PASRR models who have extensive familiarity with CMS expectations and direction** and who are employing national best-practice models that align with changing federal guidelines. Our team knows PASRR. They are active PTAC consultants and have conceived of and designed novel solutions for each of our states that represent gold-standard approaches to quality PASRR models.
- **Technology that will continue to transform the state’s web-based and automated model** that will be accessible to the Department through standards-based secure access to data and reporting.
- **Meeting frequency and reports. Our goal is to implement your vision.** Our experts will meet with your team to re-conceptualize any additional goals associated with the project model, including consideration to emerging national best-practice standards. We are fully transparent in our approach. We meet frequently with our government partners while we gather requirements, implement, and deliver services. We provide ongoing Project Management and operational reports, and the Department’s secure portal will enable authorized state staff to generate transparent reports about our performance. We will meet at whatever frequency you desire as we demonstrate our capability to both envision and breathe life into your vision.

An organizational chart showing reporting relationships follows as **Figure 8**.

Figure 8: Ascend's Nebraska Project Team

3a

REDACTED PROPRIETARY INFORMATION:

Figure 8, containing an organization chart, depicting roles and relationships of staff, as required in RFP page 46, RFP Section V.A.2.i, Summary of Proposed Personnel, is redacted and provided in the separate, sealed *Proprietary & Copyrighted* envelope, along with details regarding the basis for content redaction.

Table 9: Ascend Nebraska PASRR Staff Team

3b

REDACTED PROPRIETARY INFORMATION:

Table 9, containing Nebraska personnel qualifications and experience requirements, as required in RFP page 46, RFP Section V.A.2.i, Summary of Proposed Personnel, is redacted and provided in the separate, sealed *Proprietary & Copyrighted* envelope, along with details regarding the basis for content redaction.

Table 10: Ascend Key Leadership Supporting Nebraska PASRR

3c

REDACTED PROPRIETARY INFORMATION:

Table 10, containing Ascend's leadership personnel qualifications and experience requirements, as required in RFP page 46, RFP Section V.A.2.i, Summary of Proposed Personnel, is redacted and provided in the separate, sealed *Proprietary & Copyrighted* envelope, along with details regarding the basis for content redaction.

b. Resumes

Resumes for all personnel proposed to work on the project are provided in **Appendix E: Resumes** following this proposal. These resumes include each person's education background and degrees, professional certifications, and at least 3 references who can attest to their competence and skill level.

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2.j. Subcontractors

2.j.1. *(Subcontractors) Independent Contractor Approach*

4

REDACTED PROPRIETARY INFORMATION

Section 2.j.1, containing all information required in RFP page 46, Section V.A.2.j. "Subcontractors," is redacted and provided in the separate, sealed Proprietary & Copyrighted envelope, along with details regarding the basis for content redaction.

Figure 9: Ascend's Wraparound Recruitment, Training, and Quality Monitoring Model—Redacted

Table 11: Ascend's Credentialing Methodology—Redacted

2.j.2. Assessor Roles

Ascend routinely contracts with evaluators who exceed RFP requirements for both education and professional credentials. Field assessors are responsible for:

- **Working closely with referring sources and caregivers** to obtain accurate information that best defines placement and service needs for assessed individuals.
- **Scheduling evaluations in advance** and according to timeframes convenient to the individual and the caregiver.
- **Collaborating with provider agencies to advocate** for obtaining placement and service needs.
- Educating providers about **PASRR requirements**.
- Educating providers **about rehabilitative and specialized service needs of the consumer** and strategies for addressing those needs.
- **Conducting each of these responsibilities efficiently, accurately, professionally, and collaboratively to minimize interruption and disruption** to both the individual and caregiver and minimizing any risks to the Department for noncompliance with these obligations.
- **Complying with all terms and conditions of the contract and RFP**, including limitations on the use or disclosure of protected health information and implementing all federal, state, and Ascend standards for safeguarding such information.

The quality of field assessors' work is overseen by both our management team and our medical team, including our Medical and Clinical Directors as described in detail in **Proposal Section 3.d.3-f**. As we describe below, we implement extensive and thorough credentialing and training methods for all assessors.

2.j.3. Independent Contractor Contact Information and Letters of Commitment—Redacted Components

Below we provide **Table 12**, containing the name, address, and phone number of all independent contractors. **Appendix F** contains copies of signed agreements by these assessors to complete evaluations under this contract. We are pleased to ongoing provide the Department with copies of any newly contracted assessors' agreements to perform services under this contract.

All independent contractors listed in the table below administer PASRR assessments on a contractual, fee-for-service basis.

All independent contractors understand that they cannot evaluate any individual supported by a provider agency, administrative entity, or services coordination entity with which they are currently employed or have been employed with the last calendar year. They also understand they may not administer assessments for Ascend as an independent contractor if they currently work for the state mental health authority unless they have written permission from an authorized state official.

The RFP requests specification of the percentage of performance hours intended for each Subcontractor and the total percentage of subcontractor performance hours. This is not an applicable response because we do not use a subcontractor business model for the predictable portions of the contract. Instead, we use independent contractors to conduct the evaluation components. Evaluation volumes are highly variable from county to county and month to month. Independent contractor performance requirements are associated with the quality of their performance/evaluations, not the hours they work.

Table 12: Nebraska Independent Contractor Assessors

5

REDACTED PROPRIETARY INFORMATION:

Table 12, containing Ascend's independent contractor assessor information, as required in RFP page 46, RFP Section V.A.2.j, Subcontractors, is redacted and provided in the separate, sealed Proprietary & Copyrighted envelope, along with details regarding the basis for content redaction.

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3. TECHNICAL APPROACH

3.a. Understanding of Project Requirements

3.a.1. Understanding of PASRR Level I and II Requirements and Federal Direction

Ascend is a nationally recognized PASRR expert and is the only vendor that has been involved with PASRR since the inception of the program. For our government partners, this means that we understand not only the history of PASRR regulations and oversight, but how the program is evolving and the *practical implications* of PASRR, particularly for states that may be facing compliance challenges. This is critically important—now more than ever—given the significant federal PASRR activity that occurred in just the past five years. Ascend has an extensive history of working with Centers for Medicare & Medicaid Services (CMS) in shaping Federal requirements and making regulatory and audit criteria accessible and understandable to states to our state government partners, providers, and other stakeholders impacted by PASRR. We have provided consultation to PASRR auditors, led multiple PASRR trainings and systems change workshops with distressed states, consulted with CMS on practical implications of regulatory interpretations for states, and actively participate in national forums associated with PASRR requirements.

a. Understanding of PASRR on the National Front

Since its implementation, there have been varying opinions about PASRR, and many have viewed PASRR as a necessary nuisance with many complex and contradictory federal requirements. Many of these opinions were borne from frustration associated with scarce community resources for persons for whom PASRR attempted to divert or transition from institutional to community settings—individuals with disabilities. Over the past ten years, opinions have radically shifted, as a result of several events on the national level which have led to a redefinition of expectations of PASRR. These include:

- **1999—Olmstead v. L.C. and E.W.** (Olmstead decision): a landmark Supreme Court decision which held that the State of Georgia violated the Americans with Disabilities Act (ADA) mandate for community integration by segregating people with disabilities in institutional settings. The court acknowledged in Olmstead that unnecessary segregation in institutions constituted discrimination under the ADA and, concomitantly, states had a duty to provide services in the community.
- **2001—The New Freedom Initiative (NFI)**, a comprehensive presidential plan committing the Administration to emphasize programs supporting the Olmstead decision. Pursuant to the NFI, President Bush issued Executive Order No. 13217 which committed the Administration to implement the integration mandate of the ADA as interpreted in Olmstead.

A long series of federal laws, regulations, actions, and initiatives have begun to shift state PASRR models.

- **2001—Substance Abuse and Mental Health Services Administration (SAMHSA) report** that about 58,000 persons with serious mental illness continued to remain institutionalized in state psychiatric hospitals “in large part” because of “persistent clinical, service system, and financial barriers.”
- **2003—Bush’s Administration MFP Rebalancing Demonstration**, to enable people with disabilities to move from institutions to the community. Additional MFP grants of \$1,750,000,000 followed, beginning January 2007.
- **2009—Obama launch of “The Year of Community Living,”** an effort to improve access to housing, community supports, and independent living arrangements for persons with disabilities.
- **2012—The Administration for Community Living** created to integrate the efforts of the Administration on Aging, the Office on Disability, and the Administration on Developmental Disabilities into a single agency, with enhanced policy and program support for cross-cutting initiatives to increase the numbers of persons with disabilities served in the community and divert and transition persons with disabilities from institutional placements.

CMS’s own activities have tracked alongside the evolution of LTSS in the United States. The agency has renewed its commitment to PASRR and has increasingly viewed the program as a vehicle to implement and expedite decisions to support MFP, waiver, Olmstead, and other diversion/transition initiatives to support individuals with disabilities. CMS has illustrated their renewed commitment to using PASRR to serve individuals with disabilities via PASRR compliance through a variety of recent federal initiatives:

- **2007–2008:** National guide developed as the basis for Regional Office PASRR audits,
- **2010:** PASRR Technical Assistance Center (PTAC) established; states’ Survey and Certification (S&C) entities strengthened to ensure that NFs routinely report PASRR status changes; modifications to MDS criteria,
- **2012:** National review of all states’ Level II evaluation tools (Ascend’s Level II tool scores a 100%),
- **2013:** Education campaigns on CMS’s interpretation of PASRR specialized services for NF residents,
- **2014:** National review of all states’ Level I screening tools
- **2015–2016:** Pending issuance of a Medicaid Bulletin regarding PASRR and specialized services.

Over the past two years, PTAC has released a national *Report Card* of states’ performance in PASRR Level I and Level II. Currently, CMS is shifting its expectations regarding the interpretation of PASRR specialized services and has developed alternative funding for State Optional services which can be integrated within State Plan amendments specifically for PASRR populations.

CMS is actively and increasingly requiring that states demonstrate the integrity, performance, and quality of their PASRR related activities. **The confluence of landscape changes, emerging litigation, and renewed emphasis on PASRR compliance audits creates an imperative to select a vendor knowledgeable** about emerging federal expectations associated with PASRR implementation requirements and the manner in which those requirements are rooted in regulatory language.

Ascend's belief about the power of PASRR aligns with CMS' PASRR initiatives and statements (in fact, Ascend coined the phrase *"the Power of PASRR,"* now in use by CMS staff). Like CMS, we recognize that the power of PASRR is achieved through meaningful, person-centered recommendations directed at ensuring that each individual's placement and services are appropriate and successful. To accomplish this we must:

- Collect thorough and accurate information in a timely way,
- Recognize and capture the individual's unique service needs,
- Understand the array of placement options available,
- Make determinations in concordance with state and federal criteria, and
- Articulate meaningful and useful recommendations for care.

CMS efforts have resulted in stronger coordination of efforts between CMS PASRR staff and federal civil rights, housing, and disability entities. **Each state, including Nebraska, has seen or will see its PASRR programs affected and must actively work to stay compliant with and responsive to federal action.** Ascend's knowledge offers a clear advantage as the Department moves toward the next iteration of CMS-required PASRR management and oversight.

b. Impact of Federal Landscape on CMS Expectations for PASRR Level I and II Requirements

CMS has substantially increased their expectations and oversight of states' PASRR programs within the past 5 years. This has resulted in more intense PASRR state audits and reviews. These increased expectations have been coupled with increased opportunities for education and technical assistance regarding PASRR requirements, guidance, and initiatives.

This focus is evidenced by increased CMS review and auditing of states' PASRR programs, increased CMS investment in PASRR educational efforts, and increased coordination of efforts between CMS PASRR staff and federal civil rights, housing, LTSS, and disability entities. CMS is actively and increasingly requiring that states demonstrate the integrity, performance, and quality of their PASRR related activities. In fact, Dan Timmel, CMS Federal Central Office PASRR lead, has introduced important areas for state attention and monitoring:

LEVEL I: Areas of CMS current and emerging focus

1. **Demonstration that Level I process and screening is effective:** CMS now requires states to develop methods to demonstrate that the Level I tool in use is appropriately sensitive to the target conditions (meaning that the tool does not overlook *any* individuals with either known **or suspected** target conditions [MI, ID, RC]). There are a number of strategies for generating evidence that Level I screening models are effective and for balancing Level I *sensitivity* with fiscally prudent *specificity*, and we have partnered with our government partners to develop project models that effectively accomplish that. See **Proposal Section 3.d.1** where we address our fully compliant approach to accomplishing those objectives.
2. **Demonstration that the Level I process is moving in tandem with federal expectations:** See **Proposal Section 3.d.1** where we discuss CMS' historical interpretation and movement toward a potentially broader interpretation of serious mental illness, as well as clinical strategies for differentiating primary dementia diagnosis over concomitant mental illness.
3. **Demonstration that the providers understand and comply with significant status change requirements:** MDS 3.0 Significant Status Change requirements, which Ascend assisted in CMS in developing, articulates expectations for NFs to identify and report individuals who demonstrate evidence of significant change in status. See **Proposal Section 3.d.2-k** where we discuss status change considerations.
4. **Demonstration that categorical determination are not made by the provider, rather they are vetted and approved by the state authority or a representative of the state authority and that they incorporate recommendations for NF residents approved under those categories:** Many states still allow providers to decide, on behalf of the MH/IDD authorities, whether a categorical decision should be permitted. Refer to **Proposal Section 3.d.1** where we discuss our approach to categorical requirements and decision-making.

LEVEL II: Areas of CMS Current and Emerging Focus

1. **Demonstration of evidence that the Level II evaluation and report are person-centered, person-focused:** CMS seeks to ensure that recommendations are person-centered, placement specific, facility-specific, and include meaningful service recommendations to maximize the individual's potential for success in the recommended placement. This also includes an impetus to ensure that supports are identified which could enable successful community-based placement, even if such placement was not currently available but could become available in the future. See **Proposal Section 3.d.2-h**, where we discuss our approach to accomplishing person-centered interviewing and writing. We have presented nationally, at the invitation of CMS and PTAC, on "Person-Centered PASRR" strategies.

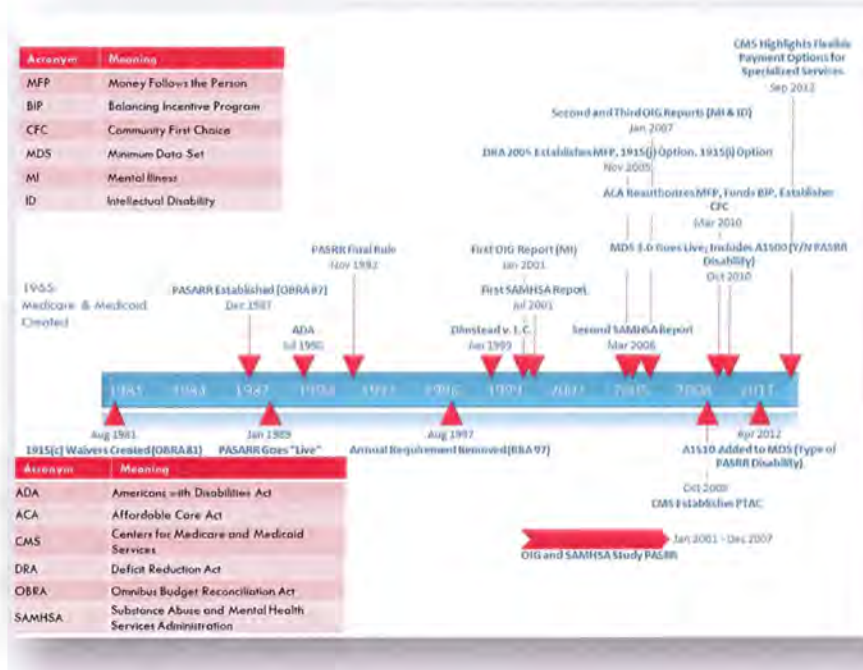
2. **Demonstration of evidence that all service and supports needed by the individual are articulated in the report:** We have collaborated with our government partners to develop workflow and thought models that consider service systems, identify gaps, and consider approaches for how to proceed with CMS' reinterpretation of specialized services within their state's infrastructure. See *Proposal Section 3.a.2* where we discuss a structured approach to evaluating the state's service needs and gaps and for considering funding options.
3. **Demonstration of evidence that required services are incorporated into the NF Plan of Care:** CMS is beginning to require that states show empirical data demonstrating that individuals are receiving services recommended through PASRR. This requires states develop and maintain mechanisms for monitoring and ensuring the delivery of **both** specialized services, which are the responsibility of the State, and rehabilitative services, which are the responsibility of the NF provider.

This requires both an evaluation of the appropriateness of recommendations written and an evaluation of efforts by the NF to address the evaluations in the individual's plan of care. There are a number of very effective strategies for designing this monitoring process in a way that builds the program integrity, gathers critical information to inform policy and budgetary decisions, and which enables states to report their progress to CMS. See *Proposal Section 3.c.1* where we discuss models for accomplishing these requirements.

Leaders with Ascend engaged with PASRR from the issuance of the first draft federal regulations following the passage of the Omnibus Budget Reconciliation Action of 1989. Today, we are **nationally recognized PASRR experts**. Ascend has an extensive history of working with CMS in shaping Federal requirements and making regulatory and audit criteria accessible and understandable to states to our state government partners, providers, and other stakeholders impacted by PASRR. We assisted CMS with development of the state Self-Evaluation Tool (SET) and the condensed SET, and have helped several states use the SET to analyze PASRR strengths and needs. CMS consulted with Ascend's leadership in design of the MDS 3.0 criteria for resident PASRR status changes. We are very familiar with strategies to improve PASRR status change compliance. Members of our leadership team are consultants for the CMS sponsored national PASRR Technical Assistance Center (PTAC). As PTAC consultants, we have trained CMS regional PASRR auditors, led multiple PASRR trainings and systems change workshops with distressed states, and consulted with CMS on practical implications of regulatory interpretations for states.

Both CMS and PTAC have invited Ascend to conduct national presentations on Level I/II best practices and on understanding categorical and exemption regulations, on person-centered Level II evaluations, on best practices in developing PASRR specialized and rehabilitative recommendations, and on implications for states of the federal re-interpretation of PASRR specialized services. We have written technical briefs on several aspects of compliance and clinical excellence in PASRR for PTAC. We understand and have guided states in evaluating options for expanding service systems to comply with new specialized service requirements.

Figure 10: LTC Chronology and Recent Accelerated Federal PASRR Initiatives (PTAC, Ed Kako, 2015)



States juggle many priorities and PASRR has been historically a lower level priority because of competing important demands. Many states have indicated their intent to await CMS written mandates before changing any PASRR procedures. Though we have forecasted these changes over recent years, Nebraska is not unlike other states that have had limited fiscal or manpower resources to dedicate to PASRR change or improvements or to commit to those without higher level state authorization.

Ascend's depth of experience and understanding of these complex regulations has led both states and the federal government to request consultation about PASRR's contribution to the changing national landscape. We authored the technical brief that delineates what is necessary to meet these quality assurance expectations.

c. Navigating Intensified Scrutiny and Rapid Change

CMS has intensified its PASRR audit and review activity, requiring that states demonstrate the integrity, performance, and quality of their PASRR-related activities across all PASRR domains. The agency has clearly signaled its intent to continue measuring the degree to which states' PASRR programs are effectively identifying, assessing, and serving the needs of persons with disability that enter Medicaid-certified nursing facilities.

Throughout these changes, Ascend has continued to play a leading role, making us an **invaluable partner for our state customers** by translating our national PASRR involvement and expertise into

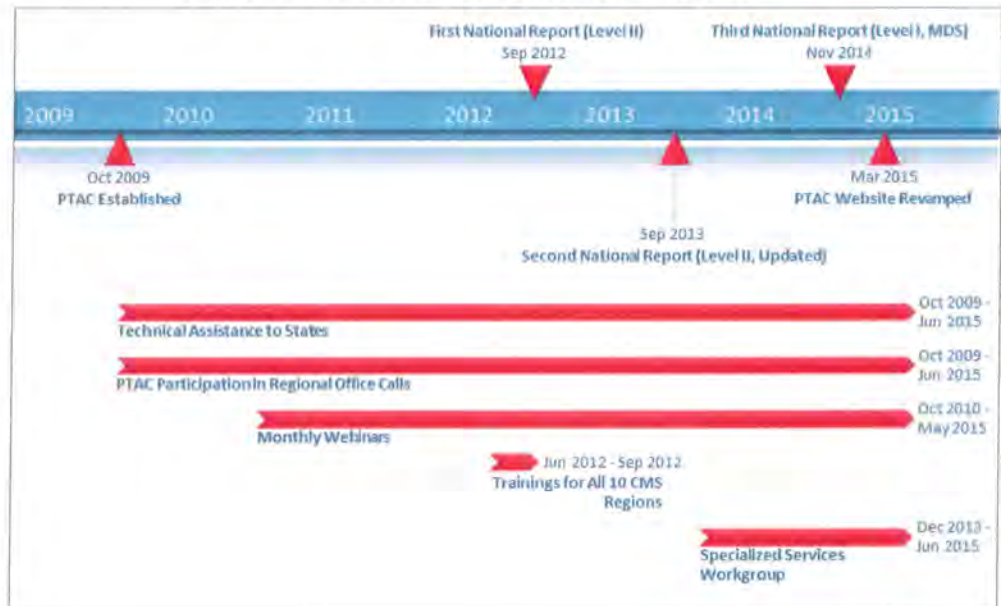
tangible improvements for state PASRR programs and the people they serve. **We can continue guiding the Department to better respond to past, current, and future changes to PASRR.**

Ascend's leadership initiated a series of PASRR conferences that led to the formation of not only the National Association of PASRR Professionals (NAPP) and the PASRR Technical Assistance Center (PTAC). Three members of Ascend's leadership team are consultants for PTAC, which guides states to **better PASRR programs by through a deeper understanding and application of federal regulations.** As PTAC consultants, we have trained CMS regional PASRR auditors, led two-day trainings for PASRR staff from 18 states, led multiple state PASRR trainings, consulted onsite with many additional states, and consulted with CMS on practical implications of regulatory interpretations for states.

**CMS has identified our
 Level I screening
 methodology as a
 model process.**

Through the work of the PTAC (see **Figure 11**) and of key CMS PASRR staff, CMS has committed to offering states the technical assistance and consulting needed to reshape PASRR programs out of synch with current guidance and directives. Each year, the PTAC conducts and publishes a review of all states' performance on key aspects of PASRR. These reviews have been a catalyst for meaningful PASRR change in many states.

Figure 11: Increased PTAC Oversight Since 2009



Since 2012, PTAC has released national Report Cards of states' performance in PASRR Level I screens and in PASRR Level II evaluation tools. Ascend's Level I screen and our Level II tool both scored a 100% in the PTAC study, placing many of our states among the top performers in PTAC's compliance review. The PTAC audits are further evidence of changing federal expectations when it comes to PASRR. Increasingly, states will be required to prove that their programs are effective. CMS's Federal Central Office PASRR lead, Dan Timmel, has articulated important areas for increased quality assurance in federal review of state's performance of PASRR.

Ascend's understanding of federal PASRR requirements, their evolution, and future directions is matched by our understanding of specialized services and of Nebraska's PASRR program, detailed in

Proposal Sections 3.a.2 and 3.a.3, respectively. Ascend's unrivaled understanding and experience allow us to bring federal expertise to meet each state's unique PASRR landscape.

*3.a.2. Understanding of Specialized Services and Description of
Ascend's Ability to Partner in Transition*

a. Specialized Services Under PASRR Regulation

6a

REDACTED PROPRIETARY INFORMATION:

Information containing Ascend's approach to providing guidance on specialized services, as required in RFP page 31, IV.B.4 is redacted and provided in the separate, sealed *Proprietary & Copyrighted* envelope, along with details regarding the basis for content redaction.

**b. Implications of CMS Guidance on Specialized Services—Redacted
Components**

6b

REDACTED PROPRIETARY INFORMATION:

Information containing Ascend's approach to providing guidance on specialized services, as required in RFP page 31, IV.B.4 is redacted and provided in the separate, sealed Proprietary & Copyrighted envelope, along with details regarding the basis for content redaction.

**c. State Strategy for Aligning with New CMS PASRR Specialized
Service Guidance**

6c

REDACTED PROPRIETARY INFORMATION:

Information containing Ascend's approach to providing guidance on specialized services, as required in RFP page 31, IV.B.4 is redacted and provided in the separate, sealed Proprietary & Copyrighted envelope, along with details regarding the basis for content redaction.

Table 13: Funding Options for Specialized Services—Redacted

3.a.3. Understanding of PASRR in Nebraska

While Ascend offers a history of success with PASRR programs in many states, we recognize that each state's process, geography, and service system is unique. As such, we are highly responsive and proactive in shaping our approach to services so that they specifically address the unique needs of our contract State and its residents. **Our service to Nebraska since 2006 demonstrates that we are adept at delivering both national expertise and highly local solutions.**

We maintain contracts in both highly urban and rural frontier states and, while distance and population density is a major factor in distinguishing the two, issues faced in both settings have many commonalities. In addition to Nebraska, we serve North Dakota, a state where we provide extensive onsite Medicaid and PASRR evaluations and which qualifies as a *Category I* frontier state, where a significant portion of the state's counties qualifies as frontier and more than 15% of the population resides in frontier territories.

In addition, some of our Tennessee and Virginia communities are highly rural and marked by considerable isolation, poverty and scarce resources, especially in Appalachian communities. In each of these settings geographical isolation, poverty, and resource and access disparity have great bearing on the services we provide, the individuals we evaluate, and the evaluation staff we hire. Through our contract in Nebraska, we understand that there are:

- Complex resource issues and limitations, distressed economies, disproportionately uninsured and under-served citizens and economies of scale insufficient to support specialty services, such as inpatient and developmentally tailored interventions and other treatment resources.
- Geographically vast areas, where resources are often only available through distant travel to regional services or by itinerant providers.
- Unique topography, winter weather, and interstate/highway system factors.
- Population needs, where incidence and prevalence rates of behavioral health conditions in rural and frontier communities are often equal to or greater than their urban counterparts
- Diverse county assessment volumes.
- Chronic provider shortages, especially in the areas of behavioral health care and related support services.
- Limited advocacy services and resources.
- Cultural and stigma related issues, where individuals are often tied to the area they live by decades, even centuries, of ancestral tradition. Many individuals from these communities have unique and proud cultural heritages, and local culture may prevent acceptance of assistance from outsiders. Moreover, our target populations often struggle with complex stigma related to disability, both internally and from external, community sources. Compounded by a higher likelihood of complex medical conditions than the general population, they are often reluctant to seek help. Even when support is sought, they are often far from ready access to healthcare resources.

We also know that every state is on a different evolutionary path with regard to their PASRR models. Many states continue to operate and manage PASRR using legacy procedures and processes in place since the origination of PASRR. Some states have not yet made change, either because PASRR was overseen by staff not authorized to make decisions to change or because states were awaiting official CMS Medicaid bulletins announcing clear federal expectations mandating change to occur. Like Nebraska, it has been our experience that changes and innovations typically occur when state decision-makers have engaged in PASRR leadership, when new state or federal regulations emerge, or when changes in state services occur (e.g., transition/diversion opportunities) with which PASRR benefits can be leveraged to strengthen those programs. Though Ascend does not have authority in states to require that they change their project models, our approach is to provide educational opportunities and other resources to keep our state partners informed of emerging activities in the national landscape and associated CMS expectations.

We know that Nebraska is poised and ready for change and committed to system change considerations. We can help identify areas of strength and need, as well as opportunities for evolving Nebraska PASRR to its next phase of developmental growth. We understand where CMS is headed, we know what Nebraska needs, we have helped states implement novel approaches to compliance based upon their individual needs and business models, and we look forward to working with the Department in this next chapter of PASRR reform.

3.b. Development Approach

3.b.1. Project Management Office

Ascend's continued contract re-awards and the satisfaction of our customers illustrate that Ascend is exceptionally adept at managing large-scale, complex, and statewide projects. In close collaboration with our leadership, operations, and technology teams, Ascend's Project Management Office (PMO) plays a seminal role in all of our contract development efforts. The PMO is led by a Director and a Senior Manager who are both certified Project Management Professionals (PMPs). The team includes two additional project managers and a project implementation specialist. Many members of the team are long-time employees with Ascend who have extensive experience with PASRR and with the Nebraska contract.

Since 2014, the PMO has continued to advance its management, control, measurement, and risk assessment efforts and has developed an expansive suite of project management resources that guide implementations, re-implementations, and special initiatives. From the initial project charter and team role assignments to ongoing milestone tracking and post-project lessons learned, the team remains an agile, vital resource for all Ascend teams and customers. **Proposal Section 2.i.1: Project Management Plan** describes the PMO's comprehensive project development and maintenance approach and includes examples of the templates, tools, and outputs of their activities.

3.b.2. Re-Implementation Strategy

For the Nebraska PASRR project and for every assessment project we manage, Ascend executes highly detailed implementation, re-implementation, and operational management strategies. Re-implementation discussions begin while Ascend is preparing its RFP response so that all parties who will be responsible for and have a stake in contract implementation are at the table and can help define accurate timetables and necessary action plans upon contract award. The key teams who are currently responsible for Nebraska PASRR project implementations and operations management will continue to provide seamless support during re-implementation. Ascend will ensure that re-implementation planning captures all contract requirements defined in this RFP and the signed contract/contract amendments that result from RFP award.

Ascend's re-implementation strategy is detailed in full in **Proposal Section 2.i.1: Project Management Approach**, which includes the following components:

- Approach to Project Management and Re-implementation
- Project Controls
- Project Management Planning
- Approach to Procedures and Documentation

3.b.3. Consulting Team

An additional benefit of working with Ascend is access to PASRR experts who have been involved with the program since its inception. As we describe in **Proposal Section 2 and 3**, **Ascend has an extensive history of working with Centers for Medicare & Medicaid Services (CMS) in shaping Federal requirements and making regulatory and audit criteria accessible and understandable** to our state government partners, providers, and other stakeholders impacted by PASRR.

Our team has a broad base of experience designing screening and assessment models and is looked to as national experts in assessment projects. Examples of the presentations just two of our leaders have conducted at national conferences, including presentations we co-conducted with CMS, are summarized in

Table 14.

Both Nancy Shanley and Pam Raby are national consults for PTAC, as is Andrea Womack, Ascend's Director of Quality Improvement and Independent Contractor Network. Nancy, Pam, and Andrea will provide continued consulting to DHHS on specialized services and the Department's development of a 60-day convalescent categorical, as desired. Brief bios for Nancy and Pam and their role in the Nebraska PASRR contract are in **Proposal Section 2.1.2: Staffing Plan and Roles of Staff.**

Figure 12: Experiences that Distinguish Ascend

EXPERIENCES THAT DISTINGUISH ASCEND: THE GO-TO EXPERTS FOR CMS AND PTAC

- Consultants to the CMS-sponsored PASRR Technical Assistance Center.
- Invited by PASRR Technical Assistance Center (PTAC) to co-present at national conferences on PASRR and HCBS/LTSS.
- Provided consultation to CMS on MDS guideline changes, and wrote several PASRR white papers for the PTAC.
- Provided consultation on the design of the PASRR Self-Audit Tool used by CMS central and regional offices in conducting audits and providing consultation.

EXPERIENCES THAT DISTINGUISH ASCEND: ADDITIONAL NATIONAL PRESENCE

- Hosted national conferences on LTSS initiatives.
- Provided extensive technical assistance to distressed states about PASRR and LTSS reform solutions.
- Customized a range of web-based provider submission protocols, tools, and reporting modules.
- Co-presented with CMS in national webinars about PASRR requirements.
- Developed and implemented extensive provider training modules about system reform and LTSS.
- Invited by CMS to present on strategies to leverage PASRR data for enhancing NF transition and diversion efforts at the 2011 NASUAD HCBS Conference.
- Invited to present with CMS on newly introduced federal guidance for specialized services at 2013 NASUAD HCBS conference in Washington.
- Presented nationally on strategies for maximizing person-centered approaches to PASRR.
- Provided national TA as requested by the BIP Technical Assistance Center and as a consultant to PTAC.

Table 14: National Presentations by Select Ascend Leaders

NANCY SHANLEY, MS VP of Consulting & Policy Analysis	
■	Screening and Assessment of Individuals with Mental Illness. National Mental Health & Aging Conference. Indianapolis, Indiana (March 2014).

- *PASRR Screening for Mental Health and IDD Conditions: Requirements and Best Practices.* National PASRR Technical Assistance Center Webinar, (February, 2013).
- *Implementing Statewide Uniform Waiver Assessments.* American Association of Intellectual and Developmental Disabilities Annual Conference. Pittsburgh, PA (June 2013).
- *Five PASRR Conundrums.* National PASRR Technical Assistance Center Webinar, (November, 2013).
- *PASRR Exclusions, Exemptions, and Categorical Decisions.* National PASRR Technical Assistance Center Webinar, (February, 2011). Co-presented with Center for Medicaid and Medicare Services CMS PASRR Director, Dan Timmel.
- *CMS Specialized Service Guidance. Services and Supports for NF Residents with MI and ID.* National Home and Community Based Services Conference. Arlington, VA. (September 2013). Co-presented with Center for Medicaid and Medicare Services PASRR Director, Dan Timmel.
- *Leveraging PASRR to Support Community Placements: PASRR as a Vital Tool for Long-Term Care Rebalancing.* National HCBS Conference. Atlanta, GA (September 28, 2010)
- *PASRR 101: Screening and Evaluating Persons with Mental Health and IDD Conditions.* Conferences for the Center for Medicare & Medicaid Services Training Conference and/or the PASRR Technical Assistance Center: Chicago, Illinois (2010), Dallas, Texas (2012), and Atlanta, Georgia (2012)
- *ROUNDTABLE: Strategies to Implement PASRR Self-Assessment.* 50 States, 50 Solutions. Conference on Innovative Long Term Care Reforms. Baltimore, Maryland (2008).
- *Using Uniform Assessments in Making Change and Improving Services for Individuals with Intellectual Disabilities.* 50 States, 50 Solutions: Conference on Innovative Long Term Care Reforms. Baltimore, Maryland (2008).
- *ROUNDTABLE: Good to Great: Establishing a Gold Standard for PASRR Evaluations.* 50 States, 50 Solutions. Conference on Innovative Long Term Care Reforms. Baltimore, Maryland (2008).
- *PASRR Statewide Provider Training Presentations:* Mississippi (2013), Iowa PASRR (Fall 2011), Tennessee PASRR (2007, 2011), Connecticut (2010), Nebraska (2009).
- *Statewide Provider Training: Institutes for Mental Disease, Regulations and Requirements.* Lincoln, Nebraska (2013).
- *Improving NF Staff Insight with Special Resident Treatment Needs.* The Cross Roads of Health Care Conference. Baltimore, Maryland (2006).

PAM RABY, LPSW | EVP, Chief Development Officer

- *Person-Centered Assessment.* National Mental Health & Aging Conference. Indianapolis, Indiana (March 2014)
- *Evidence Based Practices in Mental Health and Substance Related Treatment: A Clinician Guide for an Integrated Treatment Model.* Cape Cod 7th Annual Symposium on Addictive Disorders; an integrated treatment model featured in TIP 42 and used in Foundations Recovery Network programs.
- With Dan Timmel [CMS Policy Analyst: *Not Just for the Nursing Home! PASRR for Community Placement, Olmstead Planning, and More.* Presented at The Crossroads for Healthcare, Finding Solutions to Critical Issues; Baltimore, Maryland (August 2006).

- *Principles of Effective Clinical Treatment.* Presented at the Virginia Summer Institute for Addiction Studies, College of William and Mary, Williamsburg, Virginia. (July 2004)
- *Core Strategies for Integrated Treatment.* Presented at the 5th Annual Statewide Conference on Co-occurring Disorders. Memphis, Tennessee.
- *Applied Strategies for Integrated Treatment.* Presented at the 2003 Statewide NASW Conference. Nashville, Tennessee. (November 2003).
- *Practices in Adolescent Mental Health and Substance Related Acute and Residential Treatment Services.* 2003 Training on Utilization Review for North Dakota adolescent acute and residential treatment providers. (June 2003).
- *Identifying Mental Illness among Elderly Populations.* 2003 Statewide Provider Training on Long Term Care. (June 2003).
- *Evidence-Based Practices for Co-Occurring Mental Health and Substance Use Disorders: Operational Techniques for Treatment.* Presented at the 2003 Statewide NASW Conference. Nashville, Tennessee. (May 2003).
- *Integrated Residential Treatment for Clients with Co-Occurring Mental Health and Substance Use Disorders: Program Design and Implementation Strategies.* The Dual Network (2003).
- *Techniques in an Integrated Residential Service Model.* The Dual Network (2002).
- *Co-occurrence: Bridging the Gap for Change; The Next Step.* Composite report developed on behalf of the Tennessee Co-occurrence Task Force and the Dual Diagnosis Recovery Network, (2002).
- *Traumatic Abuse, Depression, and Addictiveness. Using Integrated Treatment to Promote Change.*
- *Final Report on CSAT TCE Grant #H79 TI11571: Expanded Capacity of Transitional Living Services for Consumers with Co-Occurring Substance Use Disorders and Serious Mental Illness.* Nashville: Foundations Associates.

3.c. Technical Considerations

Below we describe our technological approach and services.

3.c.1. Technical Overview—Redacted Contents

a. Level I Technology

7a**REDACTED PROPRIETARY INFORMATION:**

Information containing Ascend's Level I Technical overview, as required in RFP page 46, V.A.3.c is redacted and provided in the separate, sealed *Proprietary & Copyrighted* envelope, along with details regarding the basis for content redaction.

Figure 13: Web-based System Key Elements—Redacted

b. Level II Technology

7b**REDACTED PROPRIETARY INFORMATION:**

Information containing Ascend's Level I Technical overview, as required in RFP page 46, V.A.3.c is redacted and provided in the separate, sealed *Proprietary & Copyrighted* envelope, along with details regarding the basis for content redaction.

c. Elective PASRR Manager Modules and Technology

7c**REDACTED PROPRIETARY INFORMATION:**

Information containing Ascend's elective modules is redacted and provided in the separate, sealed *Proprietary & Copyrighted* envelope, along with details regarding the basis for content redaction

3.c.2. *Internal Tracking of all Evaluations from Initiation to Completion*

7d

REDACTED PROPRIETARY INFORMATION:

Information containing Ascend's elective modules is redacted and provided in the separate, sealed *Proprietary & Copyrighted* envelope, along with details regarding the basis for content redaction

Figure 14: Ascend PASRR System Features—Redacted

3.c.3. Preparing, Reproducing, and Mailing Correspondence

Ascend commits to preparing, reproducing, and mailing any correspondence necessary to maintain or update the tracking system, handle inquiries and follow-up communications. This correspondence includes PASRR determination notifications. Through Ascend's secure, web-based application, the need for mailed correspondence is controlled, because providers have online access to screening history, outcomes and associated notifications.

3.c.4. Tracking System for Individuals with MI/ID/RC

In addition to Ascend workflow/compliance tracking, other components of tracking are also typically required of vendors, including:

1. **CMS-mandated population tracking** as specified under §483.130(p) which specifies that the location information of each and every individual assessed through PASRR must be tracked and monitored.
2. **CMS-required categorical tracking and reauthorizations of short-term admissions** prior to the conclusion of the authorization period as required under §483.130(e). CMS requires that FFP is not permitted for any individual admitted under categorical time limit beyond the authorization period (unless an updated Level II occurs prior to the conclusion of that period).
3. **CMS reporting and associated tracking requirements.** Each state is required to submit an annual update on recipients falling within the two mandatory discharge groups, including the disposition of each recipient and whether any required services were delivered.
4. **CMS anticipated reporting** regarding percentages of outcomes in Level I decisions, compliance with reevaluation of short-term stay decisions, and associated tracking/follow-up.
5. **DOJ reporting** associated with tracking potential transition and diversion candidates (which DOJ is increasingly requesting of states).
6. **LOC tracking of any short term stays rendered through the process** to ensure reevaluations occur prior to the conclusion of the authorization period.
7. **IMD high-risk facility tracking.** Many states use PASRR tracking data to monitor admissions to nursing facilities at risk for the §1905(a) IMD exclusion.

Tracking PASRR populations, the tracking component identified in the RFP, occurs through a series of steps, including:

- Ascend's system issues notification letters with end-dates clearly specified and including specific instructions for resubmission;
- Providers are instructed to report admission locations for all short-term admissions before the authorization letter and summary may be generated and printed;
- Admitting facilities may generate a re-review through entering information into Ascend's PASRR software; and

- Our administrative staff follow up with admitting facilities monthly to alert them to concluding short-term stays and the potential need for updated screening if the individual's stay is anticipated to exceed the authorization end-date.

We collaborate with our government partners regarding all these data points and processes. When needed, we work together to institute processes/systems where they do not currently exist to maximize compliance and data management capabilities, as well as inform large-scale planning associated with LOC trends, and PASRR populations and trends.

3.c.3. Secure Web-based Application Supporting Electronic Submission of Referrals

As your current partner, Ascend already meets the technological requirements in this RFP via the workflow application, data management system, and state portal we have designed for the state. These include a secure data application that integrates outcomes data and generate reports, described fully in the previous subsections, and a dedicated portal that allows authorized state personnel to review documents in a secure environment. The application for the state is already fully programmed and functional, and thus will be enable the Department to seamlessly transition to the next contract term without interruption. Ascend will continue to ensure that:

- All screening, evaluation, and determination data will be stored in a relational database
- Our tracking system captures data for all individuals with MI/ID/RC in nursing facilities to ensure that appeals and future reviews are performed by CMS standards
- The system remains accessible to authorized NE DBH and MLTC staff

Ascend's workflow application, data management system, and state portal for Nebraska will continue to provide a HIPAA-compliant centralized repository that can only be accessed by authorized users. This includes internal users who should only have access to information from the contracts they serve—an additional way to protect Protected Health Information (PHI)/Personally Identifiable Information (PII). The Nebraska state portal is one many highly secure, user-specific portals that Ascend has built for multiple PASRR and LTSS projects and stakeholders, including State Officers and authorized personnel.

Ascend limits access to the portal to only those users authorized by the DHHS/MLTC and provides a secure sign-in for all registered users with role-based access rights also defined by the state. The system can easily accommodate any additional users at the state's request. To protect access, we require Hypertext Transfer Protocol Secure (HTTPS) for Data in Motion and web-based user authentication (i.e., username and password). We manage user registration and authorization and require contact and affiliation verification for approval. These methods can be used to restrict user access to data and reports, while network and data event logs can be used to audit data accessed and updated by users. These protocols ensure the security and confidentiality of information posted to our sites.

The application is implemented and secured with Microsoft Internet Information Services (IIS), .NET, and SQL Server products (including Transparent Data Encryption, or TDE); Dell DX Object Storage Platform

appliances; Idera SQL Server Diagnostic Manager and Compliance Manager products; Check Point Next Generation Threat Prevention (NGTP) appliances; and Dell SecureWorks Intrusion Detection System/Intrusion Prevention System (IDS/IPS) appliances and managed services.

Authorization gives users access to performance and screening information and state staff may generate on-demand reports 24/7 from the secure, web-based state portal containing:

- Recipient-specific and aggregated reports
- Ascend's workflow, compliance, turnaround
- Data trends, volumes, activity
- Other reports requested by the Department, with requirements defined and authorized to ensure the best possible work product

DHHS/MLTC can use these reports to monitor all PASRR activities, conduct quality and performance tracking, and obtain a window into the state's PASRR program at both the individual evaluation level and at the population level. All of these reports are downloadable and printable for ease of use.

3.c.4. Program Expertise, Staffing, Web Technologies, and Management Capacities to Develop and Maintain the Web-Application

Ascend's corporate IT capacity and expertise supports contracts across the nation, including our support of the Nebraska PASRR program. As the Department's current partner, Ascend has in place all necessary hardware, software, and personnel to maintain the current web-based application and database containing records of each request for data, service and the determination. We meet all current Department requirements and have the capacity to meet future requirements. Our technologies help support full contract compliance and security, which Ascend has maintained successfully since 2006. We have a fully staffed technology division staffed by expert developers, programmers, IT operations and security staff, quality assurance staff, and business analysts, including a Nebraska-focused lead analyst. Collectively they ensure the availability, security, functionality, and maintenance of our applications and network. Ascend's IT managers have been with the company for many years and have decades of experience and expertise.

All of these resources are already in place to fully support the continued quality, accuracy, and timeliness of PASRR evaluations in the state of Nebraska.

3.c.5. State Portal Accessible to the Nebraska DBH and MLTC

Authorized state staff have access to performance and screening information on both a recipient level and an aggregate level and may generate on-demand reports 24/7 from a secure, web-based portal. The Department's portal provides real time, secure access to your contract, your data, and our performance, including information such as:

- **Recipient-Specific Reporting:** By concatenating recipient data, the Department can use Ascend's applications to access trends and other important information on PASRR recipients at the individual and the population level. The Department can access recipient information at a point in time, longitudinally, or both. The state's PASRR program can deeply benefit from data that gives state stakeholders the whole story; for example, not whether an individual was approved or denied for NF level of care, but key variables related to demographics, geography, history, diagnoses, evaluation outcomes, recommended services, etc. More information results in better resource planning—the kind that help states design better programs, serve their populations, support waiver programs, and adapt to regulatory changes more smoothly.
- **Ascend's Workflow, Compliance, Turnaround:** The programming behind our workflow solutions ensures that each step in the evaluation is completed before users can proceed to the next and that all critical pieces of information are present and in the correct format for transmittal. Even for those who are familiar with PASRR, these checks and balances help ensure program compliance. Of great importance, they help ensure the most thorough possible evaluation for individuals who deserve to receive the right care in the right place at the right time. In addition, each phase and step is date-and time-stamped to enable performance reporting and to identify barriers and redundancies within the workflow.
- **Data Trends, Volumes, Activity:** Ascend's applications put useful screening and evaluation information directly into the hands of our customers. Similar systems we have built give the state data collection and integration capabilities that can significantly benefit individuals with MI, ID, or RC. Ascend's system is an invaluable **one-stop shop that can report on evaluation activity in-process as well as all completed screens/evaluations from initiation to completion**. We provide solutions to facilitate status change reporting and to update Level I and Level II tracking and as well as NF location. Our system can also push a range of screening and evaluation data on PASRR individuals to the Department.
- **Analytics/Reports:** Nearly every piece of data in Ascend's workflow application can be used to inform programmatic decisions—whether analyzed, tracked, and trended by individual variable or in the aggregate. Further, Ascend can design aggregate data reports of screening and evaluation findings that offer a window into the needs of NF applicants and residents with MI/ID/RC across the state and over time. These data accessible via a **State Portal** that offers on-demand, near-real-time reports that the Department can access 24/7. Ascend can limit access to the portal to only those users authorized by the Department and provide a secure sign-in for all registered users. The Department can use these reports to monitor all PASRR activities, conduct quality and performance tracking, and obtain a window into the state's PASRR program at both the individual evaluation level and at the population level. All of these reports are downloadable and printable for ease of use.

3.c.6. Timelines for System Functionality and Data Availability

Ascend currently meets the technology requirements of this RFP and, therefore, there will be no disruption at the time of transition to the new term. Timelines for changes to reports (including those that can be run at-will by the state) and to the state's evolving specialized services definitions are documented in ***Proposal Section 3.e: Deliverables and Due Dates***.

3.c.7. Data Ownership

While our applications are proprietary, Ascend acknowledges that all data gathered/exchanged in our web-based applications are the property of the State of Nebraska.

3.c.8. Electronic Interface with the Nebraska Division of MLTC Information Management System

Per current contract standards, Ascend generates Level I and Level II data files nightly and places them on a local FTP site for retrieval by the state. We will collaborate with the Department to evaluate and develop modifications if and as needed for interface with the Nebraska MLTC Information Management System. In addition to our Developers and Business Analysts, our Project Management Office will help ensure that all timelines are met and all requirements authorized by the state are implemented.

Ascend will also ensure any data entry corrections associated with submissions are retransmitted to the MLTC the same day of the correction to permit payment. All requests, including those submitted by the state, are submitted via Ascend's Application Tool. The completion "flag" for records that have been updated is removed so that the updated file is included in the daily data transmission.

3.c.9. Turnover Support

Should another vendor be awarded the Nebraska PASRR contract through this competitive re-bid, Ascend will collaborate/support the state and/or new contractor at end of the contract to support transition in areas of planning, timely transfer of data and documentation, and technical/professional support.

3.c.10. Reporting Requirements

Virtually any variable we collect can be integrated with other relevant data to provide important information about our compliance, performance, and screening/assessment trends. Routine reports can be generated according to any variable captured within the project, including monthly, quarterly and/or annual, as desired:

▪ Timeliness reporting:


- Timeliness and turnaround averages for assessments calculated from referral to inputting final outcomes
- Review average turnaround by type and in calendar days
- Review average turnaround by type and in business days

- Ascend turnaround averages as compared to state standards
- Ascend turnaround averages as compared to federal standards
- **Population reporting:**
 - Patient demography, including name, date of birth, social security number, Medicaid number if applicable, and legal representative contact information
- **Analyses by Region**
 - Average turnaround by Metropolitan Counties and review type
 - Average turnaround by Region and review type
- **Volume/Special Consideration Analyses**
 - High volume counties
 - Hospital exemption analyses by age, gender, CSB, county, outcome, location
 - Recidivism considerations associated with hospital exemptions
- **Other reporting of variables collected by Ascend and important to the Department** for informing policy, process changes, or for identifying gaps and redundancies across the State.

We design flexible and accessible technology solutions that integrate a broad range of functionality to help the Department manage large-scale problems and enable trending and analysis of data sets related to utilization, quality, and myriad other variables, such as high-risk issues and outliers. **Ascend's consistent, dependable report delivery helps support state decision-making.**

Nearly every piece of data in Ascend's workflow application can be used to inform programmatic decisions—whether analyzed, tracked, and trended by individual variable or in the aggregate. Further, Ascend can design aggregate data reports of screening and evaluation findings that offer a window into the needs of NF applicants and residents across the state and over time. To provide iron-clad compliance, Ascend produces multiple quality reports—many value-added—for each of our state customers. In addition to the reports available to 24/7 via the state's customized portal, Ascend currently produces (or will produce) those required in RFP Section IV.G and detailed in **Table 15**. Report content and due dates will meet the contractor requirements defined in the RFP.

Table 15: Reports

ASCEND REPORTING: FREQUENT, DEPENDABLE, VALUE-ADDED		Frequency
	■ Listing of all licensed NF and hospitals , and capability to determine Medicaid-certified NF <ul style="list-style-type: none"> ○ Including names, certification status, address, contacts, phone, email 	Bi-Annually (15 th of January & July)
	■ NF technical assistance report <ul style="list-style-type: none"> ○ Communication with NFs regarding training and TA needs, with annual report of facilities provided assistance, training topics, follow-up 	Annually (1 st of August)
	■ Quality Review Plan and Reports <ul style="list-style-type: none"> ○ Number and percentage of Level II cases reviewed, completeness and timeliness of recommendations/determinations 	

ASCEND REPORTING: FREQUENT, DEPENDABLE, VALUE-ADDED			Frequency
	<ul style="list-style-type: none"> ▪ Level I Screening and Level II Evaluation Reports <ul style="list-style-type: none"> ○ Grand total of review types and summary of determinations made/outcomes, total Level I/II by county/city, Level II primary diagnoses, Level I/II ages, Level I/II average turnaround 		
	<ul style="list-style-type: none"> ▪ Detailed report of Level I screenings and Level II evaluations <ul style="list-style-type: none"> ○ Alphabetized and grand totaled Level I names, DOB, review types, determination, determination dates ○ Alphabetized and grand totaled Level II name, DOB, completion dates, evaluation types, determinations ▪ NF non-compliance monthly reports <ul style="list-style-type: none"> ○ Resident demographics (name, SS#), non-compliance reason 		Monthly (15 th of each month)
	<ul style="list-style-type: none"> ▪ Level I screenings and Level II evaluations <ul style="list-style-type: none"> ○ Grand totaled review types and summary of determinations ○ Total Level I and II by County/City ○ Level I ages, average turnaround ○ Level II primary diagnoses, ages, average turnaround 		Quarterly (15 th of Oct, Jan, April, July)
	<ul style="list-style-type: none"> ▪ Ad hoc reports ▪ Annual CMS reports ▪ Technical Assistance Status Update <ul style="list-style-type: none"> ○ Which shall be provided no more than monthly but no less than quarterly unless otherwise approved by the State 		Upon Request

The state portal will enable the Department to access web-based reports on-demand behind a secure logon. Our fully operational system provides the state with uninterrupted reporting access, is already compatible with the state's Microsoft SQL server database, and has a unique identifier. Available 24/7 with real-time information, the Department will have the capacity to generate a report of all information specified and may produce this report on demand at any desired periodicity.

3.c.11. Technical Assistance

Leaders with Ascend have been engaged with PASRR from its 1989 inception. Today, we are **nationally recognized PASRR experts** who have provided consultation to CMS in shaping Federal requirements and making regulatory and audit criteria accessible and understandable to states. We understand the direction of CMS and have helped states design approaches to meet pending changes in CMS expectations that meet their unique landscape and resources. Members of our leadership team are consultants for the CMS sponsored national PASRR Technical Assistance Center (PTAC). **As PTAC consultants, we have trained CMS regional PASRR auditors, led multiple PASRR trainings and systems change workshops with distressed states, and consulted with CMS on practical implications of regulatory interpretations for states.**

We know that each state operates on a different evolutionary path and that many states are now contemplating change in response to recent federal initiatives that have clarified expectations for states.

It has been our experience that changes and innovations typically occur when state decision-makers have engaged in PASRR leadership, when new state or federal regulations emerge, or when changes in state services occur (e.g., transition/diversion opportunities) with which PASRR benefits can be leveraged to strengthen those programs. Though Ascend does not have authority in states to require that they change their project models, our approach is to provide educational opportunities and other resources to keep our state partners informed of emerging activities in the national landscape and associated CMS expectations.

We know that Nebraska is poised and ready for change and committed to system change considerations. We can help identify areas of strength and need, as well as opportunities for evolving Nebraska PASRR to its next phase of developmental growth. We understand where CMS is headed, we know what Nebraska needs, we have helped states implement novel approaches to compliance based upon their individual needs and business models, and we look forward to working with the Department in this next chapter of PASRR reform.

Ascend commits to meeting the technical assistance (TA) requirements of the RFP, including routine consulting calls and on onsite TA and review of services visit, occurring not more than once every two years. Ascend's December 2015 onsite visit with state PASRR stakeholders yielded a detailed action plan that will include TA for the implementation of a revised specialized services definition and assistance with submission of a State Plan Amendment to expand categorical options.

3.d. Detailed Work Plan and Approach

3.d.1. Level I Screening Requirements

a. Level I Screening Purpose

Ascend understands the Level I screening roles and responsibilities associated with this project, including the requirement necessitating implementation and management of fully compliant Level I screening and Clinical Review. We have implemented effective, efficient, and user-friendly Level I programs across multiple states which facilitate submission of Level I screening information by entities assisting individuals to gain access to appropriate Long Term Care Services and Supports (LTSS). Ascend completes over 150,000 PASRR Level I screens, including Clinical Reviews, each year.

The purpose of the Level I Identification Screening is to identify all applicants to and residents of a Medicaid-certified NF who are suspected of having MI/ID/RC. The Level I Identification Screens must be performed for all persons admitted to Medicaid-certified NFs, before admission, regardless of whether or not Medicaid is the payer for the applicant. In other words, PASRR regulation requires that **every single person** who admits to a Medicaid-certified NF receives a **Level I PASRR disability screening**. A PASRR Level I is a broad screen used to *identify the presence or suspicion of a PASRR disability condition* and whether the person needs further evaluation. The Level I cannot make or verify diagnoses, and cannot draw any conclusions about severity of illness, whether dementia is primary, or about services needed.

If a state's Level I process is not compliant, then the Level II process, no matter how robust it is, cannot meet federal compliance guidelines.

If the Level I screen suggests that there is *no* evidence of a PASRR condition, then PASRR activity is complete. Medicaid authorities are not permitted to pay nursing facilities for days of service rendered prior to completion of required PASRR activities. CMS has emphasized that state Medicaid authorities **must ensure** that the strategy their state uses to screen for PASRR disability can be shown to be **reliable** (it performs consistently across screeners and time) and **robust** (it accurately captures *all* persons with a PASRR disability and refers them for further PASRR activity).

A compliant Level I program must reliably identify *all* NF applicants with a suspicion of a MI, ID, or a "related condition" (which is broadly parallel to a developmental disability). Federal regulations require that a Level I screening for potential presence of PASRR disabilities occurs *prior* to *every* individual's admission to a Medicaid-certified nursing facility. In addition, **the Level I screening program must not allow any person with a possible PASRR condition to be missed or overlooked by the screening mechanism, whether by intention, by a screener's lack of knowledge of signs and symptoms of disability, or by avoidable error.**

States can structure Level I projects in many ways to achieve compliance with the federal goal for Level I programs. Each variant of Level I infrastructure carries with it a unique set of pros and cons, compliance risks, and/or clinical and operational rewards. **The compliance "must have" in Level I screening**

programs is a match between the Level I screening tool, state screener qualifications, the Level I program structure, and quality controls, including thoughtful checks and balances (business logistics). The match between these factors must be designed such that the Level I program *as a whole* is able to accurately and consistently identify *all* persons who require individualized PASRR Level II activity. A robust Level I tool, properly matched to a robust project structure, workflow logistics, and qualified personnel is needed to ensure that outcomes of the PASRR Level I screening program are statistically *sensitive*, a prime CMS objective for Level I PASRR programs. A well-constructed and thoughtful Level I screening system also has well-integrated quality improvement activities built in that are sufficient to verify that providers completing Level I screens do not intentionally or inadvertently underreport potential PASRR conditions.

For people with mental illness, disabilities, or related conditions, an effective PASRR screen is a doorway into a long-term services and support system that actually serves and supports them. In our experience, many PASRR screens do not include the sensitivity required to properly identify individuals with a diagnosis—or even the suspicion of—a PASRR condition. They may also lack the thoroughness and the clinical “grounding” to protect individuals with a primary diagnosis of dementia or Alzheimer’s disease from an unnecessary screening and evaluation process. An ineffective screen can improperly refer individuals for PASRR Level II evaluation and delay their natural admission to NF care. Ascend’s commitment—as a state contractor and as an organization deeply committed to serving individuals with mental illness, disability, and related conditions—is to deliver for the Department a Clinical Review process that fulfills the purpose and harnesses the power of PASRR.

Importantly, CMS has been explicit about expectations that the Level I process identifies persons with potential Level II conditions even though those individuals may not yet have formal diagnoses:

¹We do not believe it is appropriate to accept existing diagnostic information without question...

...States are required to look beyond diagnostic labels, take reasonable measures to assure that diagnoses are accurate...

...look behind the determinations made to assure that inappropriate dementia diagnoses were not routinely used to avoid the need for review.

Perhaps now more than ever, state PASRR programs must fulfill these purposes. Through the PASRR Technical Assistance Center (PTAC), CMS has specifically noted an intention to look closely at states’ Level I statistical sensitivity to determine compliance with Level I screening, along with an expectation that states will ultimately be required to show data that demonstrate that the Level I tool and screening processes in use is appropriately sensitive to the target conditions—that there are no false negatives. Movement toward the eventual CMS Level I audit strategy began in 2014 with a CMS/PTAC call for

¹ Federal Register (FR), Vol. 57 No. 230 Monday, November 30, 1992; DEPARTMENT OF HEALTH AND HUMAN SERVICES; Health Care Financing Administration; 42 CFR Parts 405, 431, 433, and 483; Medicare and Medicaid Programs; Preadmission Screening and Annual Resident Review; Final rule with comment period

states to voluntarily submit Level I quality data to regional offices/PTAC for analysis. CMS will determine effectiveness of Level I disability screens through requesting, and eventually requiring, provision of data about Level I screens that do and do not indicate a PASRR condition.

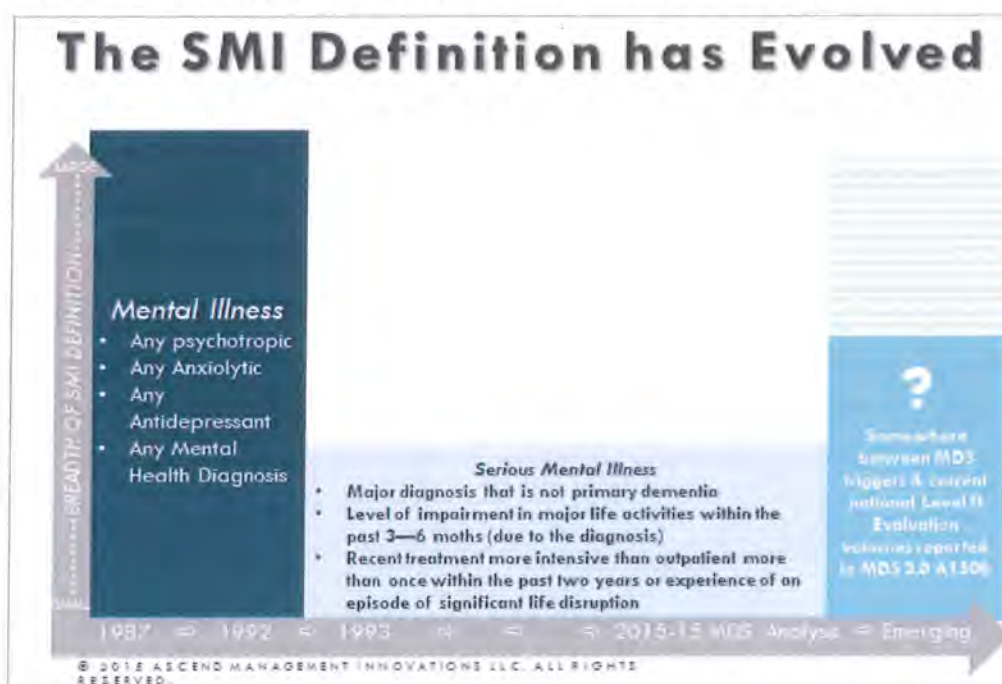
i. Mental Health Level I Screening Requirements

Federally, the definition for mental illness has iterated. Original 1987 PASRR regulations required anyone with a mental illness be evaluated. Transmittal 42 and the Federal Register preamble stated that indicators requiring a PASRR mental health evaluation included anyone prescribed an antidepressant, anxiolytic, or antipsychotic, or anyone with a DSM III diagnosis. Cost ramifications to states and providers (DRGs/discharge delays) were significant and created national pushback and numerous initiatives to repeal PASRR.

Final PASRR regulations were not published until four years after implementation and, in response to the national pushback, **narrowed the definition and indicators representing need for II evaluations.** That narrowing occurred through adding the term "serious" to mental illness and by introducing the NIMH case management definition for mental illness as a conceptual framework for identifying people who would require evaluation. Though the regulations included "known or suspected" conditions, **their framework was the**

NIMH criteria which had been specifically developed to identify SPMI populations who had unsuccessfully deinstitutionalized and were homeless, in jails/prisons, in NFs, or whose treatment was marked by recidivism and who required intensive case management services. PASRR was viewed as a mechanism for identifying those individuals with SPMI who needed intense

Figure 15: CMS/PTAC Shift in Serious Mental Illness Definition Since 1987



services, such as acute inpatient and who did not medically need NF care. The NIMH criteria adopted in the 1992 Final Federal Regulations for PASRR included multi-tiered considerations of *diagnoses, duration* of illness and symptoms associated with the person's *disability*.

- **Diagnosis:** The individual has a psychiatric diagnosis which, by accepted clinical standards, is determined to be a serious and persistent psychiatric condition, diagnosable under the Diagnostic and Statistical Manual of Mental Disorders. The mental disorder must be characterized as likely to lead to a chronic disability but cannot be a primary psychiatric diagnosis of dementia or a related disorder. For the purpose of this definition, Alzheimer's and organic disorders are considered related disorders to dementia. If dementia or a related disorder co-exists with a serious and persistent mental illness which is not a dementia, the dementia or related disorder must be predominant and progressive to exempt the co-occurring psychiatric condition from this qualifier.

Individuals with a sole diagnosis of **dementia** or primary dementia with a secondary mental illness are exempted from the PASRR process. In cases of co-occurring dementia and mental illness, the complexity occurs in ensuring that the symptoms of dementia are clearly more advanced than those of the co-occurring condition. As both major mental illnesses and dementia result in suppressed executive functioning, including measures of abstract thinking, constructional thoughts, judgment, personality change, and other disturbances of cortical functioning that might emulate dementia, the progression of the dementia state must be a key focus of the screening processes. The Clinical Review must make a reasonable effort to confirm the dementia as predominant and primary. Confirmation can occur through provision of appropriate testing (i.e., CT scans), assessments (e.g., neurological, neuro-psychiatric), or mental status data which confirms the primary ranking of the dementing condition. Social history information, physician notes, etc., can also be used if the information supports a "reasonable effort" and effectively confirms the positioning of that diagnosis (ref: 471 NAC 12-001.04).

- **Duration:** Recent Treatment addresses significant disruption or major treatment episodes within the past two years and due to the disorder. An individual meets the duration qualifier if s/he has experienced one or more of the following:
 - Psychiatric treatment more intensive than outpatient care (e.g., partial hospitalization, inpatient psychiatric hospitalization, crisis unit placement) once within the past two years for a nursing facility resident or more than once in the past two years for a nursing facility applicant; or
 - Within the past two years, due to the mental disorder, experienced a major episode of significant disruption to the normal living situation for which supportive services were required to maintain functioning at home or in a residential treatment environment or which resulted in intervention by housing or law enforcement officials. For the purpose of this definition, major episode of significant disruption may include an involuntary psychiatric hospitalization, suicidal attempts or gestures, 1:1 monitoring, and/or other issues which are safety-related or involved.; or
 - Residence in a nursing facility which provides intensive psychiatric services beyond that which is provided in a typical NF environment.; or

- Within the past two years, residence in a psychiatric hospital which required a period of hospitalization greater than that which is typically required for acute stabilization (e.g., inpatient psychiatric hospitalization extending beyond 30 days).
- **Disability:** Within the past six months, the psychiatric disorder has resulted in functioning limitations in one or more of the following major life activities on a continuing or intermittent basis:
 - Serious difficulty interacting appropriately and communicating effectively with other persons. Examples of such difficulty may include but are not limited to history of altercations, evictions, firing, fear of strangers, avoidance of interpersonal relationships, and social isolation;
 - Serious difficulty sustaining focused attention for a sufficient period to complete tasks for which s/he should be medically capable. Examples of such difficulty may include but are not limited to concentration difficulties, inability to complete simple tasks within an established time frame, frequent errors related to task completion, or need for assistance in completion of tasks; or
 - Serious difficulty adapting to typical changes in circumstances. Examples of such difficulty may include but are not limited to agitation, exacerbated signs and symptoms of the psychiatric condition, withdrawal from the situation, or need for intervention by the mental health or judicial system.

It wasn't until PTAC was formed in 2009 that any additional or new guidance was provided to states. **PTAC was developed on the heels of a number of key changes in the national disability landscape. Those included several reports highlighting the impact of inappropriate deinstitutionalization for persons with mental illness and IDD, as well as initiatives that mandated (and provided funding to promote) least restrictive and most integrated setting for persons with disabilities.** The confluence of these events subtly evolved PASRR from its "SPMI" model to a broader consideration of people who affected by these initiatives in the national landscape.

PTAC and CMS began to recognize and identify the capacity of PASRR to align with and strengthen transition and diversion initiatives for a broader population that simply persons with SPMI. However, there was never a formal change in guidance to states regarding the characteristics of PASRR target populations. Over the past two years, PTAC conducted MDS analyses for CMS to compare information about diagnoses of NF residents versus residents who were reported as having been evaluated through PASRR. **PTAC concluded that state Level I processes are not sufficiently sensitive.** However, there are several important considerations that account for the disconnect between PTAC MDS analysis and states' identification of PASRR target populations:

- I. **Mental health diagnostics have improved since the promulgation of PASRR 20 years ago. Now persons across a full continuum of severity of disorders are more readily identified.** Reduced stigma has also contributed to identification of persons within a broad range of disability severity.

2. **PASRR's benefit, approach, and goals have broadened.** The original limiting expectations of PASRR has expanded in tandem with national data and initiatives about persons with mental health disabilities that fall below the level of SPMI but which benefit from services and treatment.
3. **Many states continue to literally model their approaches to align with the 1994 guidance,** and there has been no official change in guidance in the area of identifying disability or suspected disability. Therefore, the disconnect remains.

It is anticipated that, as CMS/PTAC conduct further analytics, strengthened guidance will be provided to states regarding CMS' reinterpretation of individuals PASRR is designed to evaluate. CMS has clearly articulated an expectation that is broader than the historical 1992 interpretation used by many states but more restrictive than the initial definition released in 1987. Ascend has approached this decision-making process by identifying individuals who have recurring symptoms more severe than situational diagnoses and which are unlikely to remit fully or remit without services.

ii. Dementia Screening and the Level I Process

PASRR considers dementia in three ways:

1. **§483.102:** Individuals with a sole diagnosis of **dementia** (without a concomitant mental illness) are exempted from PASRR.
2. **§483.102:** Individuals with comorbid dementia and mental illness are exempt from PASRR if the dementia condition is primary over the comorbid mental illness. In cases of co-occurring dementia and MI, the complexity of the decision process lies in ensuring that the symptoms of dementia are clearly more advanced than those of the co-occurring condition, such that dementia will remain the primary focus of treatment efforts indefinitely.
3. **§483.130(h):** If the State has included the categorical determination option in their State Plan Amendment, then persons with comorbid dementia and IDD can be categorically determined not to require specialized services.



A NOTE ABOUT CMS & SERIOUS MENTAL ILLNESS

CMS and PTAC have been evaluating whether and how to provide clarification to better defining mental health conditions which are subject to PASRR. Currently CMS has expressed an expectation that PASRR be Level I screens be sensitive enough to identify anyone with a *suspected* serious mental illness and that the three NIMH criteria represent triggers (or indicators) and are not *qualifiers*. It is anticipated that, as CMS/PTAC conduct further analytics, strengthened guidance will be provided to states regarding CMS' reinterpretation of individuals PASRR is designed to evaluate. CMS has clearly articulated an expectation that is broader than the historical 1992 interpretation used by many states but more restrictive than the initial definition released in 1987. Ascend has approached this decision-making process by identifying individuals who have recurring symptoms more severe than situational diagnoses and which are unlikely to remit without disability-specific services (and/or whose quality of life is adversely affected if not for delivery of those services). This reinterpretation may impact the State of Nebraska's administrative Code provided under Title 471, Chapter 12.

The role of the vendor in the Level I process is to ensure and document that a reasonable effort was made to distinguish whether presenting symptoms are a suspected mental illness versus a dementia, and/or if comorbidities are present, to determine whether dementia is predominant, primary, and progressed over the comorbid mental illness. CMS has been explicit about expectations that the Level I screening identifies persons with potential Level II conditions even though those individuals may not yet have formal diagnoses:

²We do not believe it is appropriate to accept existing diagnostic information without question...

...States are required to look beyond diagnostic labels, take reasonable measures to assure that diagnoses are accurate...

...look behind the determinations made to assure that inappropriate dementia diagnoses were not routinely used to avoid the need for review.

The CMS Self Audit Tool³ reinforces this responsibility and is explicit that the combination of Level I tool and Level I program design facilitate sufficiently thorough information to accurately reflect the need for further evaluation through the Level II process. For example, from the **CMS Self Audit Tool**:

Unacceptable would be:

- *A Level I screening tool in which a check box for presence of dementia stops the assessment, or automatically leads to the conclusion that the individual does not have MI for PASRR purposes.*
- *A Level I screener relying on the order conditions are listed on a summary or medical record to determine "primary" condition, unless it is clear that the qualified professional rank-ordered the list and there is data to support the conclusion.*

Through the PASRR Technical Assistance Center (PTAC), CMS has begun evaluation of states' Level I statistical sensitivity to determine compliance with Level I screening, along with an expectation that states will ultimately be required to show data that demonstrate that the Level I tool and screening processes in use is appropriately sensitive to the target conditions—that there are no false negatives. **The CMS Level I audit strategy began in 2014 with a CMS/PTAC call for states to voluntarily submit Level I quality data to regional offices/PTAC for analysis. CMS will determine effectiveness of Level I**

Movement toward the CMS Level I analyses began in 2014 with a CMS/PTAC call for states to voluntarily submit Level I quality data to regional offices/PTAC. Ascend's Level I and approach meets all criteria and is considered a best practice.

² Federal Register (FR), Vol. 57 No. 230 Monday, November 30, 1992; DEPARTMENT OF HEALTH AND HUMAN SERVICES; Health Care Financing Administration; 42 CFR Parts 405, 431, 433, and 483; Medicare and Medicaid Programs; Preadmission Screening and Annual Resident Review; Final rule with comment period

³ Timmel, Dan. Centers for Medicare and Medicaid Services. <http://www.pasrrassist.org/resources/pasrr-self-assessment>

disability screens through requesting, and eventually requiring, provision of data about Level I screens that *do* and *do not* indicate a PASRR condition.

According to DSM-IV-R: "The essential feature of a dementia is the development of multiple cognitive deficits that include memory impairment and at least one of the following cognitive disturbances; aphasia (deterioration of language function), apraxia (impaired ability to execute motor activities despite intact motor abilities, sensory function, and comprehension of the required task), agnosia (failure to recognize or identify objects despite intact sensory function), or a disturbance in executive functioning (ability to think abstractly and to plan, initiate, sequence, monitor, and stop complex behavior.)"

For this criterion to be met, there must be documentation of a physician-diagnosed dementia occurring at least six months prior to the screening or, in the absence of that diagnosis, evidence supporting the presence and progression of that dementia. Descriptions of behaviors or deficits requiring a professionally staffed environment must be provided. For example, an individual who is diagnosed with dementia but has no significant impairment in social or occupational functioning (school, working, shopping, dressing, bathing, handling finances, and other activities) could likely function at a lower level of care than NF.

Though the DSM III remains codified in PASRR regulations, CMS has been explicit that states are expected to incorporate contemporary clinical practices such as those provided in DSM-5.

In 2013, the DSM-5 eliminated the term "dementia" and replaced it with **major or minor neurocognitive disorder (NCD)**, with the terminology shift focusing on the decline from a previous level of functioning as opposed to a deficit (though the term "dementia" will likely continue to be used, with major NCD considered to be equivalent to dementia and Mild NCD equivalent to prodromal dementia). Prior dementia terminology required memory impairment for all of the dementias, though memory impairment is not the first domain affected in other diseases that result in neurocognitive disorders. The DSM-5 details six cognitive domains which may be affected in both mild and major NCD:

- **Complex attention**, which includes sustained attention, divided attention, selective attention and information processing speed
- **Executive function**, which includes planning, decision making, working memory, responding to feedback, inhibition and mental flexibility
- **Learning and memory**, which includes free recall, cued recall, recognition memory, semantic and autobiographical long term memory, and implicit learning
- **Language**, which includes object naming, word finding, fluency, grammar and syntax, and receptive language
- **Perceptual-motor function**, which includes visual perception, visual-constructional reasoning and perceptual-motor coordination
- **Social cognition**, which includes recognition of emotions, theory of mind and insight

DSM-5 distinguishes minor from major neurocognitive disorders as follows in **Table 16**.

Table 16: Minor vs. Major Cognitive Disorders

MINOR COGNITIVE DISORDER	MAJOR COGNITIVE DISORDER
Evidence of modest cognitive decline from a previous level of performance in one or more of the domains (above) based on the concerns of the individual, a knowledgeable informant, or the clinician; and a decline in neurocognitive performance, typically involving test performance in the range of one and two standard deviations below appropriate norms (i.e., between the third and 16th percentiles) on formal testing or equivalent clinical evaluation.	Evidence of substantial cognitive decline from a previous level of performance in one or more of the domains (above) based on the concerns of the individual, a knowledgeable informant, or the clinician; and a decline in neurocognitive performance, typically involving test performance in the range of two or more standard deviations below appropriate norms (i.e., below the third percentile) on formal testing or equivalent clinical evaluation.
Cognitive deficits are insufficient to interfere with independence (e.g., instrumental activities of daily living, like more complex tasks such as paying bills or managing medications, are preserved), but greater effort, compensatory strategies, or accommodation may be required to maintain independence.	Cognitive deficits are sufficient to interfere with independence (i.e., requiring minimal assistance with instrumental activities of daily living).
The cognitive deficits do not occur exclusively in the context of a delirium and are not primarily attributable to another mental disorder (e.g., major depressive disorder, schizophrenia).	

As both major mental illnesses and dementia result in suppressed executive functioning, including measures of abstract thinking, constructional thoughts, judgment, personality change, and other disturbances of cortical functioning that emulate dementia, the progression of the dementia state must be a key focus of the screening processes. Ascend uses a variety of strategies to determine to rule out/distinguish mental illness from neurocognitive disorders, such as:

1. Interviews with caregivers and referral entities who can inquire with caregivers to identify a decline from a previously established baseline in key domain areas and the associated severity of those changes.
2. Assessment of other diagnostic information or tests (CBC, chemistry/electrolyte profiles, TSH, B12) to rule out other causal factors (e.g., delirium, normal pressure hydrocephalus, tumor, vitamin B12 deficiency, depressive pseudo-dementia, etc.).
3. Presence of neurological examination, including appearance, general behavior, affect/mood, thought processes, perception, cognitive functions, judgment and insight.
4. CT scans which rule out the three more common conditions that mimic dementia (e.g., subdural hematoma, benign tumor/meningioma, hydrocephalus).
5. Limited, low or no dosages of psychotropic medications. All psychotropic medications used for dementia are off-label, and 2012 Beer's list criteria categorized many of those as Black Box (abilify/aripiprazole, Geodon/ziprasidone, invega/paliperidone, luvox/fluvoxamine,

olanzapine/zyprexa, quetiapine/Seroquel, risperidone/risperdal) because of potential lethality for persons with dementia.

6. Other distinguishers between dementia and other mental illnesses (e.g., psychosis associated with dementia is more typically delusional in nature and rudimentary [e.g., fear of harm, fear of other's stealing, etc.], visual hallucinations are highly uncommon among persons with Alzheimer's disease but more common in DLP/PD, auditory hallucinations are uncommon in all dementias, and persons with DLB superimposed on dementia typically experience non-threatening types of hallucinations [e.g., children or animals], versus the more complex, elaborate, and grandiose hallucinations typical of persons with major mental illness. The usual psychosis seen in dementia is associated with paranoid delusions, rather than complex or grandiose).

In determining the progression of dementia for a person with co-morbid IDD for the purpose of applying categorical decision §483.130(h), the pattern of inquiry is similar and focused upon **changes from an established previous baseline** in cognitive, functional, or behavioral areas such as:

- Loss of ability to perform job duties
- Difficulty learning new information or tasks
- Exaggeration of personality traits (disinhibition) or a decrease (apathy)
- New onset incontinence or other ADL dependency without another physical cause
- New onset seizures (10% of dementia pop)
- Deterioration of language and social skills
- Deterioration of personal hygiene
- Loss of ability to experience pleasure and take part in fun activities

iii. Level I Screening for Intellectual and Developmental Disabilities

Intellectual disabilities have been redefined in DSM-5 criteria, in terminology (*intellectual disability* from *mental retardation*) in conformity with the World Health Organization's International Classification of Diseases and the American Association of Intellectual and Developmental Disabilities (AAIDD); in measures of functional impact; and in its movement from a multiaxial, Axis II, approach. The DSM-5 considers intellectual disability as approximately two or more standard deviations below the populations, equaling an IQ score of about 70 or below and the onset must have occurred during the developmental period. AAIDD, which is codified arbiter of ID criteria, defines the age limit for the developmental period as prior to the age of 18. Assessment of intelligence occurs across three domains (conceptual, social, and practical) and measures a combination of significantly intellectual functioning and adaptive functioning. Causes can be heredity (e.g., PKU), embryonic development (e.g., Down syndrome, anoxia, toxins), medical (e.g., lead poisoning), or psychological (e.g., severe deprivation).

One of the key challenges for a PASRR evaluation of a person with ID is the confirmation that lowered cognitive levels are developmentally related and do not result from other medical causes (e.g., stroke, TIA, accidents, or injuries) arising during adulthood. Because formalized testing was less normative in rural areas for elderly individuals with IDD, a responsibility of the assessment process is to research

developmental information and medical history to confirm developmental onset, if developmental onset has not been established previously.

iv. Level I Screening for Related Conditions

Related Condition (RC) is a federal term referring to conditions where service or treatment needs are similar to those of individuals with ID. The origin of the term "Related Condition" was originally based on the Developmental Disabilities Services and Constriction Act (DDSFCA), P.L. 91-517, and the Developmental Disabilities Assistance and Bill of Rights Act (DDABRA). Its tie to Developmental Disability definition ended in 1983 when HCFA/CMS coined the term "persons with related conditions" to separate its association with DDABRA and subsequent DD definition modifications. Hence, RC is a federal PASRR-specific term rather than a common clinical term, referring to a population for which specific PASRR services can be recommended, delivered, and reimbursed. The evaluation for this population must specifically incorporate information sufficient to confirm substantial limitations in three or more major areas of life activity, in addition to confirmation of developmental onset of the condition (prior to age 22) as specified under §435.1010. The RC definition, therefore, is very similar to the DD definition. Individuals with RC have service or treatment needs similar to individuals with intellectual disability. RC is defined as a severe, chronic disability that meets all of the following conditions:

- Is attributable to cerebral palsy, epilepsy, or any other condition other than mental illness, found to be closely related to intellectual disability because it results in impairment of general intellectual functioning or adaptive behavior similar to ID and requires treatment or services similar to ID
- Is present prior to age 22
- Is expected to continue indefinitely
- Results in substantial functional limitations in three or more of the following major life activities:
 - Self-care
 - Understanding and use of language
 - Learning
 - Mobility
 - Self-direction
 - Capacity for independent living

b. Level I Screening Scope, Billable Activity, and Reviewer Credentials

Level I screens result in one of the following outcomes:

- Documented evidence to rule out mental illness (MI), intellectual disability (ID), or related conditions; individual can be admitted to NF.
- MI/ID/RC cannot be ruled out, and thus a Level II Individualized Evaluation is required.
- Documented information to apply certain predetermined criteria and make a categorical determination. (See 471 NAC 12-004.03 and 471 NAC 12-004.07)
- The Level I screen does not reveal any condition which requires further assessment.

- It is discovered that the individual previously (past 90 days) received a valid PASRR Level II evaluation and another Level II assessment is not required.

Ascend bills only when screens submitted to Ascend and for which a billable transaction (decision) was processed and completed and according to whether activity represents a full determination or a partial decision.

Triggered screens are reviewed either by a Registered Nurse or Licensed Practical Nurse who also has mental health and/or IDD experience.

c. Level I Content and Compliance

The **content and outcomes generated by our Level I tool** meet Federal regulations. The content of Ascend's web-based Level I tool was developed and refined with the benefit of our national PASRR consultancy expertise and our multistate experience. **Our tool combines compliance with federal requirements and guidance, real world experience, analysis of our multistate Level I data, and our clinical expertise to ensure that our Level I tool produces reliable, compliant, and accurate findings.** Ascend's tool collects information regarding behaviors, symptoms, diagnostic presentation, and medications that accurately identify persons with a potential for having a serious mental illness, ID, or a PASRR RC based on federal criteria.

Our integrated Level I tool, infrastructure, and operational procedures have been honed across multiple years and multiple states. **Our data empirically demonstrate that our tool and processes are both sensitive and specific. Our expertise in developing and implementing compliant Level I programs across a range of state landscapes was recognized by CMS and by the PTAC** when we were invited by the PTAC invited to: write a national Level I white paper discussing best practices in Level I programs and Level I quality assurance; consult with CMS and states on Level I practices; and present a national webinar on Level I federal requirements and best practices⁴.

⁴ [PASRR Technical Assistance Center Webinar: PASRR Level I Screening: Requirements and Best Practices](http://www.pasrrassist.org/resources/pasrr-level-i-screening-requirements-and-best-practices), Nancy Shanley, Ascend Management Innovations, February 12, 2013. Available at: <http://www.pasrrassist.org/resources/pasrr-level-i-screening-requirements-and-best-practices>.

**d. Level I Screening Submission Process, Workflow, and Timelines—
Redacted Components**

8a

REDACTED PROPRIETARY INFORMATION:

Additional information containing Ascend's Level I Technical overview, as required in RFP page 31, RFP section IV.C.1.e is redacted and provided in the separate, sealed *Proprietary & Copyrighted* envelope, along with details regarding the basis for content redaction

Figure 16: Ascend's PASRR Level I Process—Redacted

b

REDACTED PROPRIETARY INFORMATION:

Additional information containing Ascend's Level I Technical overview, as required in RFP page 31, RFP section IV.C.1.e is redacted and provided in the separate, sealed *Proprietary & Copyrighted* envelope, along with details regarding the basis for content redaction

i. *Prioritization Process, Workflow, and Turnaround—Redacted*

8c

REDACTED PROPRIETARY INFORMATION:

Additional information containing Ascend's Level I Technical overview, as required in RFP page 31, RFP section IV.C.1.e is redacted and provided in the separate, sealed *Proprietary & Copyrighted* envelope, along with details regarding the basis for content redaction

Figure 17: Ascend's Level I turnaround time has consistently fallen below one hour, far below the 6-hour benchmark established by the Department—Redacted

ii. *Level I Outcomes and Workflow—Redacted*

d

REDACTED PROPRIETARY INFORMATION:

Information containing Ascend's Level I Technical overview, as required in RFP page 31, RFP section IV.C.1.e is redacted and provided in the separate, sealed *Proprietary & Copyrighted* envelope, along with details regarding the basis for content redaction.

*iii. Approved Screens—Redacted***8e****REDACTED PROPRIETARY INFORMATION:**

Information containing Ascend's Level I Technical overview, as required in RFP page 31, RFP section IV.C.1.e is redacted and provided in the separate, sealed *Proprietary & Copyrighted* envelope, along with details regarding the basis for content redaction.

iv. Clinical Review Process and Workflow

Where there is an indication that a person may have a PASRR disability, an Ascend Clinical Reviewer examines those screens for a more in-depth review and final determination, including whether there is a potential categorical/exemption approval or a need for a Level II evaluation. (Discussion of categoricals and exemptions appear later in this section.) Ascend's Clinical Review process helps the state of Nebraska meet the purpose and intent of Public Law 100-203, the Omnibus Budget Reconciliation Act (OBRA) of 1987, federal PASRR regulations, the Americans with Disabilities Act, and the *Olmstead* decision.

If information for completion or confirmation of information on the Level I screen is needed (questionable screens or modified screens), our Clinical Reviewers will obtain this information through review of records and documents supplied, obtain necessary records through other sources, or conduct conversations and interviews (in-person or by telephone) with relevant parties. These may include the individual being screened, family members, guardians, attending physician, social workers, or other involved professionals and referring entities.

All interactions with providers, decisions, and the basis for decisions are entered into Ascend's web-based PASRR I application. Providers may respond to questions, upload information, or ask questions of the Clinical Reviewer directly through the application. These efficiencies allow the clinician to quickly make a decision as to whether further evaluation through the PASRR process is needed.

Advanced categorical decisions are *grouped* decisions permitted under §483.130(d) which enable individuals to be admitted to an NF based upon their *fit* into a specific category. Federal code requires that the State Authority (or its designee) may make such a decision after the Level I *if existing data on the individual appear to be current and accurate and are sufficient to allow the evaluator readily to determine that the individual fits into the category established by the State authorities*. Considerations include:

1. Unless exempted, persons with Level II conditions admitted into Medicaid certified NFs must receive either categorical or individualized Level II evaluations.
2. Level II evaluations, regardless of whether they are completed as categorical or individualized assessments, must answer 3 questions, and the responses to those questions must be detailed in a report issued to all of the federally required parties [§483.130(k)]. The report must meet federal requirements. Those requirements differ depending upon whether the Level II was conducted as an *individualized* [§483.128(i)] or *categorical* decision [[§483.128(j)]]. The 3 questions required of PASRR are:
 - a. Does the individual have MI, ID, or RC (§483.102)?
 - b. What placement best suits the individual's needs?
 - c. Does the individual need certain services (either specialized or rehabilitative)?
3. Categorical decisions and Exemptions apply to people with Level II Conditions (MI, ID/RC defined under 42 CFR 483.102) as a way to prevent unnecessary or inappropriate Level II evaluations [or to expedite evaluations when a full individualized assessment is not necessary].

Categorical decisions abbreviate either/both decisions of placement and/or service needs, depending upon which decisions are permitted by Federal Code as follows:

Once a state selects categorical options in its State Plan, only those *categories* can be applied. Some categorical decisions respond to both mandatory questions (e.g., appropriate placement *and* specialized service needs), while others only categorically determine one of the mandatory decisions. Where only one decision is made categorically, federal guidelines require that sufficient individualized information be obtained to respond to the remaining decision to enable development of a categorical report mandated under §483.128(j). Ascend is accustomed to completing categorical reports and is pleased to continue to fulfill those responsibilities in Nebraska. The purpose of the Categorical Report, although completed more expediently than an individualized report, is to identify any nursing facility "rehabilitative" service needs that would be important to the health or behavioral health needs of the assessed individual and which must be delivered by the NF. The following reflect federal categorical options.

Table 17: Federal Categorical Options

Decision Type & Decisions Permitted by Code	42 CFR	Code Citation	Caveat
Categorical Decision (Permits decision that NF LOC is needed)	483.130(d)(1)	(Categorical) Convalescent care from an acute physical illness which (i) Required hospitalization; and (ii) Does not meet all the criteria for an exempt hospital discharge, which is not subject to preadmission screening, as specified in Sec. 483.106(b)(2).	This is not an exemption; rather, it is a <i>categorical</i> decision that NF LOC is needed. Although part of the Level II is decided under this category (the level of care decision), the specialized services <i>part</i> of the Level II must still be decided individually (483.130[f & i]). A <u>categorical Level II evaluation report must be issued (483.128[j])</u> to all parties required to receive standard Level II outcomes. The state has the option for specifying time limits for this type of categorical decision [483.130(e)].
Categorical Decision (Permits decision that NF LOC is needed)	483.130(d)(3)	(3) Severe physical illnesses such as coma, ventilator dependence, functioning at a brain stem level, or diagnoses such as chronic obstructive pulmonary disease, Huntington's chorea, ALS, and CHF	This is not an exemption; rather, it is a <i>categorical</i> decision that NF LOC is needed. Although part of the Level II is decided under this category (the level of care decision), the specialized services <i>part</i> of the Level II must still be decided individually (483.130[f & i]). A <u>categorical Level II evaluation report must be issued (483.128[j])</u> to all parties required to receive standard Level II outcomes. The state has the option for specifying time limits for this type of categorical decision [483.130(e)].
Categorical Decision (Permits decision that NF LOC is Needed and that specialized services are not needed for up to 7 days)	483.130(d)	(5) Provisional admissions pending further assessment in emergency situations requiring protective services, with placement in a nursing facility not to exceed 7 days	Same as Provisional Delirium except, under 483.130(d), the time limit is specified federally as up to 7 days.
Categorical Decision (Permits decision that NF LOC is Needed and that specialized services are not needed)	483.130(d)(6)	(6) Very brief and finite stays of up to a fixed number of days to provide respite to in-home caregivers to whom the individual with MI or MR is expected to return following the brief NF stay.	Same as Provisional Delirium 483.130(f-i) and the State of Nebraska permits admission under this category for a period of 30 days or less.

Decision Type & Decisions Permitted by Code	42 CFR	Code Citation	Caveat
Categorical Decision (Permits decision that NF LOC is needed)	483.130(d)(2)	(2) Terminal illness , as defined for hospice purposes in Sec. 418.3	This is not an exemption; rather, it is a <i>categorical</i> decision that NF LOC is needed. Although part of the Level II is decided under this category (the level of care decision), the specialized services part of the Level II must still be decided individually (483.130[f & i]). A <u>categorical Level II evaluation report must be issued</u> (483.128[j]) to all parties required to receive standard Level II outcomes. The state has the option for specifying time limits for this type of categorical decision [483.130(e)].
Categorical Decision (Permits decision that NF LOC is Needed and that specialized services are not needed)	483.120(d)(4)	(4) Provisional admissions pending further assessment in cases of delirium where an accurate diagnosis cannot be made until the delirium clears	This is not an exemption; rather, it is a <i>categorical</i> decision. This category permits both the specialized service and the NF LOC decisions to be made by category (483.130[f & i]). A categorical Level II evaluation report must be issued (483.128[j]) to all parties required to receive standard Level II outcomes. The state must specify a time limit for this decision [483.130(e)]. If the individual is later determined to need a longer stay than the State's limit allows, the individual must be subjected to another Level II before continuation of the stay may be permitted and payment made for days of NF care beyond the State's time limit.
Categorical Decision (Permits decision that Specialized Services are Not Needed)	483.130(h)	(h) Categorical Dementia and MR. The State mental retardation authority may make categorical determinations that individuals with dementia, which exists in combination with mental retardation or a related condition, do not need specialized services.	This is not an exemption; rather, it is a <i>categorical</i> decision. This permits a decision that specialized services are not needed. The other part of the Level II must be decided either individually or categorically (483.130[f & i]). A categorical Level II evaluation report must be issued (483.128[j]) to all parties required to receive standard Level II outcomes. The state has the option for specifying time limits for this type of categorical decision [483.130(e)]
Previous Evaluation	State Designed category	483.130 lists examples of categories that may be used by states. States may recommend additional categories.	Requires CMS approval vis-à-vis a SPA.

An Exempted Hospital Discharge (EHD) option is an additional consideration. Provisions for EHD are available under §483.106(b)(2) which is permitted if the individual:

1. Is being admitted to a NF directly from a hospital after receiving acute inpatient care at the hospital;
2. Requires NF services for the condition for which he or she received care in the hospital, and;
3. Has been certified by his/her physician before admission to the facility s/he is likely to require less than 30 days nursing facility services.

If the individual who enters a NF under EHD is later found to require more than 30 days of NF care, a Resident Review must be conducted by or before 40 calendar days from admission.

Ascend's methodology for determining an individual's eligibility EHD is to assess the individual's presenting condition to ensure that the condition meets the federal intent of:

- The hospitalization secondary to a *medical*, rather than *psychiatric*, condition;
- Presence of signed physician certification that the stay is unlikely to exceed 30 days, and;
- Information suggesting that the presenting condition is, in fact, consistent with a condition which will stabilize/rehabilitate to the extent that discharge is likely by or before the 30th day from admission.

These brief, but important, steps help the State ensure compliance with federal guidelines for this criterion. If the individual is determined *not* to meet EHD criteria, the next step for a pre-admission referral is to determine whether any categorical decisions, as approved under the State Plan, apply. **We use clinicians to make EHD and Categorical decisions, because of the medical component associated with projecting rehabilitative capacity, as well as the categorical report requirements when categorical options are used.**

v. Notification Process and Workflow

As previously stated and as currently performed by our Level I Nebraska team, Ascend, upon completion of a Level I, notifies the referral source of results by telephone or electronically. If MI/ID/RC is not suspected, the referral source is given consent for immediate NF placement. If MI/ID/RC is suspected, Ascend informs the referral source of Level II and admission delay until the Level II determination is completed. **Providers may log into Ascend's online portal to retrieve and print these notices at any time.** We will immediately request the required documentation from referral source to set up a high-quality, compliant, and timely Level II evaluation. See **Proposal Section 4.d.2.b Level II Screening Process, Workflow, and Timelines** for Ascend's approach to the Level II.

vi. Ties to Payment

Each night, Ascend uploads data on completed Level I screens (and Level II evaluations) to the state's designated FTP site. The state retrieves the data, which is ultimately matched to the Nebraska's Medicaid payment authorization system and enables the state to tie NF payment to assurances that PASRR was completed prior to admission.

Ascend's Level I process and workflow will continue to position Nebraska to meet CMS best-practice requirements and expectations for Level I forms and structure. Ascend has built and continues to maintain a highly effective Level I Screening Process for Nebraska PASRR that has been approved for use by DHHS since our original PASRR contract award with the state in 2006. Since that time, we have faithfully conducted Level I identification screens that align with federal PASRR regulations and with Title 471, Nebraska Administrative Code, Chapter 12.

Ascend's marriage of a carefully designed Level I tool with our proprietary Level I scoring algorithm and our thoughtfully designed workflow that triggers all screens identified to potentially have a PASRR condition to be reviewed by our skilled clinicians, **results in a *highly compliant (sensitive), yet economically specific, Level I program.*** Our Level I tool was *specifically designed* to gather accurate indicators of potential PASRR conditions and yet be completed by Level I screeners who are not disability experts (QMHPs or QIDPs).

3.d.2. Level II Screening Requirements

a. Level II Screening Purpose and Scope

If a PASRR condition is suspected, a more extensive evaluation (Level II) is conducted to identify placement, services, and support needs. This includes a clinical/medical evaluation, as well as extensive person-centered interviews about services and supports important to and for the individual. PASRR must attempt to obtain evaluation information required under federal guidelines (§483.126, §483.128, and §483.134). Pre-existing data is permitted under federal regulations to be used, if available, and used if relevant, accurate, and current. CMS requires that Level II tools are compliant with both federal requirements and identified clinical practices. CMS has signaled their intent to review quality indicators of Level II reports and recommendations, specifically their intent for a future focus on demonstrating that Level II evaluations lead to service recommendations that describe the range of supports and services for each NF resident with a PASRR condition uniquely requires for health, safety, and welfare.

The purpose of the PASRR Level II Evaluation is to comprehensively assess individuals who are known or suspected to have MI/ID/RC. The Level II Evaluation is the basis for determining the individual's need for NF care and/or specialized services. Level II activities consist of obtaining and reviewing information necessary for arriving at a determination of an individual's eligibility for NF placement or need for "specialized services" and documenting the determination and the individual's service needs in the form of a determination report.

As with Level I programs and protocols, states must be able to demonstrate that their Level II evaluation processes and approaches meet the vision, not only of the original PASRR regulations but also, of the guidance and clarifications that CMS continues to communicate. The PTAC recently completed a 50-state review of PASRR Level II evaluation tools, measuring each state's PASRR federal compliance and select elements of recommended modern clinical practices. **We note that PTAC's evaluation of Level II tools was conducted independently without participation by Ascend consultant staff.** Across the states in which Ascend conducts Level II evaluations, all of Ascend's Level II evaluation tools have

earned a 100% score by the PTAC. Our tools ensure that Level II evaluations conducted are both compliant and clinically excellent.

Ascend has long pioneered thorough, comprehensive Summary of Findings Reports that describe person-centered, placement-specific, facility-specific, and meaningful disability service recommendations designed to maximize the individual's potential for successful placement, especially for NF residents. We also identify and describe supports which could enable successful community-based placement if such placement is not currently available but could become available in the future. To confidently navigate these PASRR review activities, states must do more than *describe* their ideal PASRR program, it will be vital that state PASRR programs are able *demonstrate evidence* that:

- ✓ The Level II tool used effectively meets CMS' goals for content compliance and is able to capture clinically meaningful information to inform the PASRR Level II Summary of Findings Report.
- ✓ The Level II evaluation effectively meets CMS' goals for delivery of written recommendations describing the range of supports and services each NF resident with a PASRR condition uniquely requires for health, safety, and welfare.
- ✓ Disability supports and services recommended for NF residents through PASRR Level II evaluations are delivered.

Ascend's leaders are recognized experts in PASRR requirements, working with CMS and as part of the PTAC to develop and disseminate technical assistance about PASRR best practices and evolving CMS guidance and interpretation. We have a long history of collaborating closely with CMS regarding PASRR initiatives and impact, and with the PTAC to develop and provide technical assistance to help states improve PASRR programs at all levels. Our knowledge of PASRR from multiple state program perspectives, from a regulatory perspective, and from an informed national consulting/educational perspective gives us a unique capability to help our state customers keep up to date with changing federal guidance, make informed PASRR policy and program choices, and be well-positioned for potential future PASRR review/audit activity.

In addition to its full compliance with federal standards, Ascend's Level II evaluation and approach incorporates all requirements specific to the State of Nebraska, such as state-specific criteria for determining service and supports needed, as well as criteria and data elements associated with determining medical necessity.

b. Qualifications of Evaluators

All of Ascend's evaluators hold valid Nebraska licenses and meet Ascend's rigorous credentialing requirements (as described in **Proposal Section 2.j.1** and as required under NAC Chapter 12). Qualifications, as defined by the Department, include:

Table 18: Evaluator Qualifications

Mental Health Evaluator Qualifications	IDD Evaluator Qualifications
2 or more years of behavioral health experience plus one of the following: ■ Licensed Mental Health Practitioners (LMHPs) ■ Registered Nurses	2 or more years of IDD experience plus one of the following: ■ QIDP ■ Licensed Psychologist

All evaluators are screened thoroughly to ensure that they are **conflict-free**, meaning that they may not have ties with:

- Facilities in which evaluations are conducted,
- Nursing facilities,
- The individual subject to PASRR evaluation, or
- The state mental health authority.

As we also describe in **Proposal Section 2.j.1** our extensive methods of screening evaluator candidates for conflict-free status both at the recruitment and credentialing phase and again whenever a referral is issued to a field evaluator.

c. Level II Screening Process, Workflow, and Timelines

Ascend's Level II evaluations are conducted on individuals who, through the Level I screen, are suspected or known to have a Level II condition. Our Level II process involves obtaining comprehensive information to ensure that we develop an accurate, complete, and descriptive composite of the individual's medical placement eligibility, NF appropriateness, and service needs. Evaluations will be performed for all candidates suspected of target diagnoses who are entering or who reside in Medicaid Certified NFs, regardless of the individual's method of NF payment.



While designed to accommodate all Federal and any related State evaluation components, our evaluation processes are directed at obtaining information that is:

- Accurate and corresponds to the individual's current functional level
- Descriptive, including diagnostic indicators, numerical test scores, developmental levels, behavioral observations and dates, date of onset, medical and psychiatric history, prognosis, special incidents, related dates and frequencies, and potential for dangerousness to self or others
- Written and reported in a format adequate and sufficient for providers, evaluated individuals or guardians, and others to interpret
- Adapted to the cultural background, language, ethnic origin and means of communication used by the person being assessed

Ascend's PASRR workflow application ensure there is a seamless, uninterrupted process for referrals that progress from Clinical Review to required Level II evaluations. It begins with people who are

qualified and trained experts in PASRR. Once a Level I screen is determined to have identified a suspected Level II condition, a Project Support Specialist(s) is queued within Ascend's PASRR database to schedule Level II evaluations with our Nebraska-based field evaluators. All staff are aware of how critically important it is to complete assessments and issue determinations in a way that is both compliant with and sensitive to the needs of the PASRR population. Ascend has **consistently** completed Level II evaluations and determinations for NF applicants and residents **at 4.31 working days of referral date—faster than the seven (7) working days requested in the prior RFP, and positioning us to successfully expedite evaluations at the state's new benchmark of 3 business days.** The capacity to expedite evaluations timely is critically important. In fact, references with our customers and those of our competitors will illustrate that few vendors other than Ascend have successfully established the capability of mastering *both* quality and timeliness.

Our workflow process begins when it is determined an individual requires a Level II onsite evaluation. At that juncture, Ascend dispatches a local, licensed, credentialed and trained clinical assessor who will:

- ☑ **Schedule** a qualified assessor to conduct the evaluation. This includes:
 - Confirming the individual's location.
 - Identifying and inviting any court-appointed guardian to provide input into the evaluation.
 - Informing the referral source or other caregiver that the individual should be offered the option of inviting family or other desired participants to the interview, so that issues and goals important to and for the individual are identified through multiple sources, including through the individual interview.
 - Coordinating scheduling of the evaluation, ensuring that the interview is scheduled at a time and date that is convenient to the individual and to the caregiver.
 - Identifying any accommodation needs, including interpreter resources.
 - Communicating the process and next steps with the caregiver.
- ☑ **Arrange** for any special needs/devices that the applicant/resident requires during the evaluation, including interpreters or any physical setting accommodations.
- ☑ **Conduct** a confidential and comprehensive clinical interview, including focus on what is important to the individual.
- ☑ **Interview** caregivers and others who have been authorized to share information about the individual's goals, needs, and wants, most especially associated with what is important for the individual. Ascend standardly makes significant effort to engage multiple sources in the evaluation if present and able to provide input. We conduct collateral interviews with legal representatives/conservators, as well as other caregivers or family (as approved by the guardian or individual), because we believe that PASRR evaluations, in the absence of interviews with multiple sources, can be insufficient to accurately identify the needs of the assessed individual. These interviews ensure comprehensive insights regarding the individual's typical and usual symptoms, diagnostic status, pre-morbid state, and treatment and service needs. Standard evaluation requirements include

instructions to interview and incorporate input from support systems, legal representatives, and family sources. In addition, we believe it is critical to engage any caregivers (such as provider staff or others) with the goal of gaining information about the medical, functional, behavioral, and support needs of the individual across multiple settings and multiple times of day/night (if approved by the individual). This enables us to obtain a richer, more comprehensive picture of the individual to ensure quality representation about services, placement, and support needs.

d. Level II Evaluation Tool Overview

Evaluators use Ascend's tools and protocols developed to obtain federally mandated II content that incorporate 42 CFR §483.126, .128, .132, .134, guidelines for assessment requirements. Pre-existing data are reviewed, if available, and used if relevant, accurate, and current.

CMS requires that Level II tools are compliant with both federal requirements and identified clinical practices. The PTAC recently completed a 50-state review of PASRR Level II evaluation tools, measuring each state's PASRR federal compliance and select elements of recommended modern clinical practices. **We note that PTAC's evaluation of Level II tools was conducted independently without participation by Ascend consultant staff. Across the states in which Ascend conducts Level II evaluations, all of Ascend's Level II evaluation tools have earned a 100% score by the PTAC.** Our tools ensure that Level II evaluations conducted are both compliant and clinically excellent.

Because Ascend is the most experienced vendor of PASRR and LOC services, we understand the strategies that best address these issues. Ascend designed our Level II evaluation instrument to reliably gather accurate and sufficient information to answer the four key questions required in the PASRR Level II evaluation process:

1. Does the individual have a PASRR condition?
2. What is the most appropriate placement for this individual (Are the individual's needs acute enough to be served in an NF setting, Are the individual's disability needs *too acute* to be served appropriately in an NF setting)?
3. Might this individual be a candidate for transition to the community? What supports or services would be necessary to return to his/her community?
4. What unique disability supports and services are needed by the individual while a resident of an NF?

Ascend's Level II tool is designed to reliably capture the clinical, historical, medical, psychosocial, functional, and support information necessary to answer these critical PASRR questions while giving a thorough, person-centered, and well-rounded picture of each individual's *unique* needs. The content of our tool has been well-honed to provide extensive and accurate data to inform the four PASRR questions. With over a decade of clinical use and through intentional and consistent quality improvement feedback, Ascend has refined the content of our Level II tool based on user feedback, data from quality studies, and its ability to gather clinically useful, well-rounded, highly individualized, yet standard information for persons with mental health and IDD conditions. Ascend's Level II tool was

developed *specifically* to generate a complete set of information and data to accomplish the four goals of a PASRR evaluation, more than is gathered as a result of other published instruments such as the interRAI suite of tools, the CANS, or the LOCUS.

Ascend has been intentionally refining and subjecting our Level II tool to intensive continuous quality improvement activities over the course of more than a decade of use, across eight states, and over the course of 100,525 completed PASRR Level II evaluations. Our PASRR, clinical, and quality experts have used feedback from users (assessors, quality review clinicians, and, importantly, our PASRR Determination and Summary writers) as well as data from quality studies and guidance from the PTAC to refine our item content, formatting, and structure to arrive at a Level II form that is both clinically excellent and federally compliant.

The population of persons Ascend has assessed and with whose information our Level II tool has been evolved and refined includes persons with serious mental illnesses, persons with mental health conditions that are below the intensity of a strict definition of SMI, persons with intellectual disability, persons with developmental disabilities, persons with dementia, persons with multiple PASRR conditions, and persons thought to have a PASRR condition who were found to *not* have a PASRR condition. The population of 100,525 persons we have assessed using our tool have had a range of medical conditions varying along the continuums of stability and chronicity and have had a range of functional impairments, from those minimally impacted to persons requiring support in nearly all aspects of daily functioning.

Our Level II tool has been deployed across multiple states, representing states within the top seven most populated and the top four least populated states. We have refined, and continue to refine, the content and structure of our tool through our continuous quality feedback mechanisms. Every Level II we conduct is an opportunity for discovery of refinements of content or structure. Our Level II tool has been successfully used to make highly accurate and clinically sensitive PASRR determinations and to create highly individualized and meaningful PASRR Summary of Findings for a wide range of persons; from individuals living in the Appalachian territories, to Ohio's densely packed and industrial greater Cleveland area, to North Dakota's frontier areas with high-density Native American populations, to New England's coastal urban sprawl, to Mississippi's blend of southern small and mid-sized towns. The population of persons with whom we have used and refined our Level II tool include persons from multiple racial, ethnic and language groups, mirroring in each state the profile of persons seeking NF placement. Our tool has been used for persons who are already known to the Medicaid LTSS systems of the states within which we work, persons newly eligible for Medicaid services and with persons whose NF stay would be covered by other insurance or by private pay. Our Level II tool has been tried and tested across persons representing the entire lifespan, including persons under age 21 to persons of advanced age. Across states and time, the profile of the ages of persons with whom we have used our PASRR Level II tool appear to have a remarkably similar pattern—likewise, similar to the profile in Nebraska as well.

Ascend's Level II tool is fully compliant with all federal requirements and best practice standards as defined by PTAC and contains all elements required under 42 CFR Section 483. **Our Level II protocol scored a 100% in PTAC's audit of all 50 states' tools.**

i. Level II Mental Health Evaluation Components

Our Level II tool contains all MI and IDD requirements, as well as other critical components, including all elements required in 42 CFR Section 483:

Table 19: Level II Behavioral Health Components

LEVEL II BEHAVIORAL HEALTH COMPONENTS	
<ul style="list-style-type: none"> • A comprehensive history and physical examination. The following areas must be included (if not previously addressed) <ul style="list-style-type: none"> — Complete medical history — Review of all body systems — Specific evaluation of the person's neurological system in the areas of motor functioning, sensory functioning, gait, deep tendon reflexes, cranial nerves, and abnormal reflexes. 	
<ul style="list-style-type: none"> • A comprehensive drug history including current or immediate past use of medications that could mask symptoms or mimic mental illness and including the individual's response to medications. This includes, but is not limited to prescribed use of the following medications: hypnotics, antipsychotics (neuroleptics), mood stabilizers and antidepressants, antianxiety-sedative agents, and anti-parkinsonian agents. 	
<ul style="list-style-type: none"> • A psychological evaluation of the person, including current living arrangements, medical and support systems, and psychosocial interactions. 	
<ul style="list-style-type: none"> • Evaluation of mental status including a complete psychiatric history, evaluation of general intellectual functioning, memory functioning, orientation, description of current attitudes and overt behaviors, affect, suicidal or homicidal ideation, paranoia degree of reality testing (presence and content of delusions) and hallucinations. Measure of the presence and intensity of current and recent signs and symptoms, including maladaptive or inappropriate behaviors. 	
<ul style="list-style-type: none"> • In the case of abnormal findings which are the basis for a NF placement, additional evaluations conducted by appropriate specialists. 	
<ul style="list-style-type: none"> • A functional assessment of the individual's ability to engage in activities of daily living and the level of support that would be needed to assist the individual to perform these activities while living in the community. The assessment must determine whether this level of support can be provided to the individual in an alternative community setting or whether the level of support needed is such that NF placement is required. The functional assessment must address the following areas: <ul style="list-style-type: none"> — Self-monitoring of health status — Self-administering and scheduling of medical treatment, including medication compliance, — Self-monitoring of nutritional status — Money management — ADL functioning: dressing, grooming, toileting, eating — A measure of the individual's receptive and expressive speech and language (communication) status 	
<ul style="list-style-type: none"> • State level of care criteria, including requirements associated with substantiating reported need for long-term-care services, including requirements for supplemental documents, such as: <ul style="list-style-type: none"> — Neurological screens — ADL/IADL information — Nursing Notes — Therapy orders 	

LEVEL II BEHAVIORAL HEALTH COMPONENTS	
—	Medication Administration Records
—	Nursing facility assessments such as MDS/RAPs
▪	State specialized services and supports.
▪	Clinically significant measures of recipient need, such as:
—	Precursors/triggers to decompensation
—	Signs, symptom patterns, typical course, intensity, and duration of historical decompensation experiences
—	Optimum psychopharmacologic combinations
—	Baseline symptoms and behaviors
▪	The type and extent of disability services and supports critical to facilitating that individual's success in a NF and/or community setting. These should be expressed as the person-centered services, supports, and placement considerations important to and for the individual should the individual remain or become a nursing facility resident.
▪	Supports that would need to be provided to promote a successful community-based placement
▪	Person-centered services, supports, and placement considerations important to and for the individual.
▪	Review and submission of all relevant and available ancillary information from medical records including the MAR, treatment notes, intake and discharge reports, behavior notes, etc.
▪	Recommendations for disability related services and supports.

ii. Level II IDD Evaluation Components

Level II IDD evaluation tool components fully align with both federal requirements and contemporary standards for good clinical practice as measured by PTAC in the national report. Evaluations of individuals with IDD contain the following elements:

Table 20: Level II IDD Components

LEVEL II IDD COMPONENTS	
▪	A comprehensive history and physical examination, including all medical problems and their impact on the individual's functioning.
▪	A comprehensive drug history including current or immediate past use of medications that could mask symptoms or mimic mental illness and including the individual's response to medications. This includes, but is not limited to prescribed use of the following medications: hypnotics, antipsychotics (neuroleptics), mood stabilizers and antidepressants, antianxiety-sedative agents, and anti-parkinsonian agents.
▪	A functional assessment of the individual's ability to engage in activities of daily living and the level of support that would be needed to assist the individual to perform these activities while living in the community. The assessment must determine whether this level of support can be provided to the individual in an alternative community setting or whether the level of support needed is such that NF placement is required. The functional assessment must address the following areas:
—	Self-monitoring of nutritional status
—	Self-help development in ADLs functioning: dressing, grooming, toileting, eating
—	Self-monitoring of health status
—	Self-administering and scheduling of medical treatment, including medication compliance,
—	Self-monitoring of nutritional status
—	Money management

LEVEL II IDD COMPONENTS	
—	Sensorimotor development and the extent to which prosthetic, orthotic, corrective or mechanical supportive devices can improve the individual's functional ability
—	Speech and language development, including A measure of the individual's receptive and expressive speech and language (communication) status
•	Social development in areas of interpersonal, recreational/leisure, and relationships
•	Academic/educational, including functional learning skills
•	Instrumental Activities of Daily Living (IADLs) in areas of meal preparation, budgeting, survival skills, mobility, laundry, housekeeping, shopping and bed making.
•	Vocational development
•	Affective development, such as interests, making judgments, expressing emotions and making independent decisions
•	The presence of maladaptive or inappropriate behaviors
•	In the case of abnormal findings which are the basis for a NF placement, additional evaluations conducted by appropriate specialists.
•	State level of care criteria, including requirements associated with substantiating reported need for long-term-care services, including requirements for supplemental documents, such as: <ul style="list-style-type: none"> — Neurological screens — ADL/IADL information — Nursing Notes — Therapy orders — Medication Administration Records — Nursing facility assessments such as MDS/RAPs
•	State specialized services and supports.
•	Clinically significant measures of recipient need
•	The type and extent of disability services and supports critical to facilitating that individual's success in a NF and/or community setting. These should be expressed as the person-centered services, supports, and placement considerations important to and for the individual should the individual remain or become a nursing facility resident.
•	Supports that would need to be provided to promote a successful community-based placement
•	Person-centered services, supports, and placement considerations important to and for the individual.
•	Review and submission of all relevant and available ancillary information from medical records including the MAR, treatment notes, intake and discharge reports, behavior notes, etc.
•	Recommendations for disability related services and supports.

We and the Department are fully aware that a Level II tool can meet all federal and PTAC's requirements and still fail to gather critical insights to ensure the PASRR determiner may clearly articulate an individualized picture of the person and his service and support needs with distinction. Even more importantly, simply meeting federal and PTAC requirements does not guarantee that the Level II tool will gather information sufficient to create a **person-centered Summary of Findings with meaningful, individualized recommendations for NFs to incorporate into their plan of care**. The PTAC invited Ascend's consultants to present in their *Power of PASRR* webinar series on Person-Centered PASRR evaluations and summary development. We have incorporated items and questions specifically designed to facilitate best-practice determinations and summary reports. **The Level II we use in Nebraska contains all required federal, state, and Departmentally-required item and domain requirements in addition to the items that Ascend has developed (and will continue to develop) to**

capture “the rest of the story” regarding each individual’s status, history, and service and support needs.

Our Level II comprehensive content is embedded in a proprietary, clinically robust form that Ascend developed and that significantly exceeds federal and state clinical integrity and compliance requirements. Ascend further customized our clinical interview tool to include items meeting specific Nebraska NF LOC criteria and other questions specific to the needs of the Department and the State. Ascend’s Level II tool is fully developed and operational. We have a successful Level II process model that strengthens our already strong tool. We routinely subject our tool to quality studies and make updates as needed for improvement and to keep our tool current with CMS guidelines and future focus. Ascend is well prepared to modify our instruments/processes and/or reports/systems/staffing to conform to the changing Federal or State regulations, laws, requirements, and/or guidelines.



A NOTE ABOUT CMS & INTELLECTUAL TESTING:

One of the key challenges for a PASRR evaluation of a person with ID is the confirmation that lowered cognitive levels are developmentally related and do not result from other medical causes (e.g., stroke, TIA, accidents, or injuries) arising during adulthood. Because formalized testing was less normative in rural areas for elderly individuals with suspected intellectual disability, a responsibility of the assessment process is to research developmental information and medical history to confirm developmental onset, if developmental onset has not been established previously.

CMS through PTAC has recently released guidance associated with intellectual testing and PASRR ID populations and has indicated that many states have misinterpreted guidelines associated with intellectual testing. This was an important clarification for many states, given the difficulty and associated costs of locating and incentivizing licensed psychologists to provide mobile evaluations and testing:

The bottom line is that you do not need an IQ test if is impractical to conduct one; a good psychosocial history will do just fine, especially if there’s a family historian around. The IQ test, if available, need not be current. And if you conduct an IQ test, you don’t need a PhD psychologist to interpret it—you just someone licensed by the state. —PTAC (May 2015 guidance)

The basis for this guidance was, not only the difficulty locating qualified mobile testers, but also the absence of impact an actual IQ score has on PASRR recommendations. Therefore, the guidance offers states the option of securing strong psychosocial histories as an alternative to clinical tests.

e. Existing Available Assessments

Ascend and the Department have been collaborating to identify situations where it is both clinically appropriate and federally compliant to consider less costly review approaches (e.g., document-based review) when a recent face-to-face evaluation has been conducted by a conflict-free clinician, and the subsequent review is for the purpose of updating information where a serious and significant change has not occurred. Dr. Alice Benet, Ascend's Clinical Director, is working with the Department to develop best practice standards that can be adopted, tested, and quality monitored on behalf of the Department.

f. NF Level of Care Determination

All determinations consider whether the individual meets the criteria for nursing facility services in Nebraska and whether specialized services are needed as required within federal code (42 CFR § 483.128, 42 CFR § 483.134, and 42 CFR § 483.136). **Nursing facility level of care determinations** are made by determining the assistance individuals need to maintain health and safety as referenced in state criteria defined in 471 NAC 12-003.02 and as follows:

i. State Criteria

Table 21: Nebraska Level of Care Criteria (NAC, Chapter 12 [003.02])

NEBRASKA LEVEL OF CARE CRITERIA	
Activities of Daily Living (ADL)	
■	Bathing: The ability to get to the bathing area and cleanse all parts of the body and the hair to maintain proper hygiene and prevent body odor, including tub, shower, and/or sponge bath.
■	Continence: The control of one's body to empty the bladder and/or bowel on time; the ability to change incontinence pads/briefs, cleansing, and disposing of soiled articles; ability to manage ostomy equipment; ability to self-catheterize.
■	Dressing/Grooming: The ability to put on and remove clothing as needed from both upper and lower body; the ability to do routine daily personal hygiene (combing hair, brushing teeth, caring for dentures, washing face and hands, and shaving). Includes ability to put on and remove TED hose (LOC clarification 9.19.08).
■	Eating: The ability to take nourishment. This may include the act of getting food from the plate to the mouth, and does not include meal preparation.
■	Mobility: The ability to move from place to place indoors or outside.
■	Toileting: The ability to get to and from the toilet, commode, bedpan, or urinal, including transfer to and from the toilet, management of clothing, and cleansing.
■	Transferring: The ability to move from one place to another, including bed to chair and back, and into and out of a vehicle. (It does not include toilet transfer.)
Risk Factors	
■	Behavior: The ability to act on one's own behalf, including the interest or motivation to eat, take medications, care for one's self, safeguard personal safety, participate in social situations, and relate to others in a socially-appropriate manner.
■	Frailty: The ability to function independently without the presence of a support person, including good judgment about abilities and combinations of health factors to safeguard well-being and avoid inappropriate safety risk.

NEBRASKA LEVEL OF CARE CRITERIA

- **Safety:** The availability of adequate housing, including the need for home modification or adaptive equipment to assure safety and accessibility; the existence of a formal and/or informal support system; and/or freedom from abuse or neglect.

Medical Treatment or Observation

- A **medical condition** is present which requires observation and assessment to assure evaluation of the individual's need for treatment modification or additional medical procedures to prevent destabilization and the person has demonstrated an inability to self-observe and/or evaluate the need to contact skilled medical professionals; or
- Due to the **complexity created by multiple, interrelated medical conditions**, the potential for the individual's medical instability is high or exists; or
- The individual requires **at least one ongoing medical/nursing service**. The following is a non-inclusive list of such services which may, but not necessarily, indicate need for medical or nursing supervision or care:
 - Application of aseptic dressing;
 - Routine catheter care;
 - Respiratory therapy;
 - Supervision for adequate nutrition and hydration due to clinical evidence of malnourishment or dehydration or due to a recent history of weight loss or inadequate hydration which, if unsupervised, would be expected to result in malnourishment or dehydration;
 - Therapeutic exercise and positioning;
 - Routine colostomy or ileostomy care or management of neurogenic bowel and bladder;
 - Use of physical (side rails, poseys, locked wards) and/or chemical restraints;
 - Routine skin care to prevent pressure ulcers for individuals who are immobile;
 - Care of small, uncomplicated pressure ulcers and local skin rashes;
 - Management of those with sensory, metabolic, or circulatory impairment with demonstrated clinical evidence of medical instability;
 - Chemotherapy;
 - Radiation;
 - Dialysis;
 - Suctioning;
 - Tracheostomy care;
 - Infusion therapy;
 - Oxygen;
 - Open lesions other than stasis or pressure sores (e.g., cuts);
 - Wound care or treatment (e.g., pressure ulcer care, surgical wound);
 - Intravenous medications;
 - Transfusions;
 - Medication monitoring; and/or
 - Other special treatment or procedure.

Cognition

- **Memory:** Ability to remember past and present events; does not need cueing;
- **Orientation:** Fully oriented to person, place, and time.
- **Communication:** Ability to communicate information in an intelligible manner and the ability to understand information conveyed.
- **Judgment:** Ability to solve problems well and make appropriate decisions.

Information is gathered from a variety of sources (e.g., the individual, family, care providers, physicians, facility staff, case files, and medical charts), using observation, documentation review, and/or interview until sufficient information is obtained to determine the individual's current functioning in each area. These criteria are directly incorporated in Ascend's Level II evaluation tool. Persons who require assistance, supervision, or care in at least one of the following four categories meet the level of care criteria for Nursing Facility services:

1. Limitations in **three or more Activities of Daily Living (ADL) AND Medical treatment or observation.**
2. Limitations in **three or more ADLs AND one or more Risk factor.**
3. Limitations in **three or more ADLs AND one or more Cognition factors.**
4. Limitations in **one or more ADLs, one or more Cognition factors, AND one or more Risk factors.**

Level of care criteria is not used in isolation to determine *appropriateness* for NF placement for individuals being assessed through the PASRR process.

ii. *Appropriateness Decisions*

The assessment process also applies a second decision tree that considers the *appropriateness* of an NF setting given the individual's behavioral health needs. This decision process is outlined in 471 NAC 12-003.02B. In determining eligibility for nursing facility services for an individual subject to PASRR, s/he must meet NF Level of Care Criteria in addition to **one criterion from Section A and one criterion from Section B.**

Section A

A.1. Nursing need are primary and may include treatment and monitoring of the individual's medical needs, a protected structured environment, assistance with ADLs, nursing supervision, and monitoring to avoid further deterioration or complications.

A.2. Nursing needs outweigh the individual's capacity for living in a less restrictive setting and require technical or professional nursing supervision on a 24-hour basis.



A NOTE ABOUT CMS & SPECIALIZED SERVICES:

As CMS and other national regulators have recognized the value and synergies of PASRR, so too have they raised expectations in service requirements. As we have previously identified, this area is a source of complexity for states as they seek options for complying with the recent CMS re-interpretation of specialized services. States will be required to identify the range of disability services needed by an individual, regardless of whether those services are available by the NF or contained as part of the State Plan. This leads to two key changes in national thinking about PASRR: 1) a mandated expansion of **specialized services provided to residents with disabilities who reside in NF settings;** 2) **states will no longer be able to limit admissions to NFs for only recipients who do not require specialized services.**

We have worked extensively with states to identify methods of achieving that expansion while also controlling for cost creep associated with comparability mandates for State Plan optional services.

Section B

B.1. Mental health needs do not require specialized services but may require mental health services as part of the overall plan of care, to include but not limited to services, such as medication monitoring, counseling and therapy, consultations with a psychiatrist, participation in activities.

B.2. Mental retardation/related condition needs to not require specialized services but may require rehabilitative services such as Physical Therapy, Occupational Therapy, Speech, social/recreational activities.

Appropriate considerations

In addition, NAC 12-003.03 and .04 specify that persons with a PASRR disability may be served in a NF setting under the following conditions:

- When medical conditions meeting the NF level of care (see 471 NAC 12-003.02) are the primary need of the client; and
- Documentation of previous services and an assessment within the last year have determined that the individual's needs can adequately be met within the NF level of care; and
- The evaluation of appropriateness and adequacy of services is based on the information contained in Form HHS-OBRA9, "Summary of Findings" (see 471-000-231) with consideration of and incorporation of PASP recommendations in the client's comprehensive plan of care.

Our Level II evaluations and summaries will provide detailed, comprehensive, and descriptive information about the individual's current status to explain the basis for placement decisions (clearly explaining whether and why NF placement is or is not appropriate).

g. Quality Review and Determination Process and Routing

Ascend Quality Coordinators provide wrap-around quality assurance, reviewing all PASRR evaluations submitted by our field staff for accuracy, completeness, and adherence to federal and state PASRR standards. This helps ensure that the onsite evaluation translates into an accurate determination and a Summary of Findings report that includes the individual's diagnosis, medical criteria, need for specialized services, least restrictive environment analysis, and a rationale explaining all findings. **Proposal Section 3.d.3-f, Quality Assurance and Data Management**, documents Ascend's extensive quality process for not only field assessors but internal QC staff.

Once the quality review is complete, and any omissions or inconsistencies are resolved, staff (who meet all state qualification and licensure requirements) will complete the summary reports.

h. Summary of Findings Report

The behavioral health summary of findings report will be developed by a licensed psychiatrist, and the IDD summary of findings reports will be developed by a licensed psychologist. The evaluative report will be comprehensive, typed, and will accompany all notifications. The "job" of PASRR is to consider all information and make recommendations based upon a comprehensive analysis of all data concerning

the individual. Federal requirements mandate that the report should be self-supporting and written in accordance with 42 CFR §483.128(i) as reflected below.

i. Federal Content Requirements

Table 22: 42 CFR 483 Summary of Findings Requirements

42 CFR 483 SUMMARY OF FINDINGS REQUIREMENTS	
i.	Evaluator must be identified by name and professional title and the date on each portion of the evaluation as administered.
ii.	It should objectively represent the needs of the individual.
iii.	History—must provide a summary of the medical and social history, including the positive traits or developmental strengths, weaknesses, or developmental needs of the applicant.
iv.	Evaluator's Recommendations <ul style="list-style-type: none"> a. If NF services are recommended, identify the specific services which are required to meet the applicant's individual needs, including any mental health services which are of a lesser intensity than specialized services. b. If NF services are not recommended, identify any mental health services which are of a lesser intensity than specialized services that are required to meet the evaluated applicant's needs. Please note that OAC requires an RN face-to-face assessment prior to the issuance of an adverse PASRR determination, though this requirement may be discontinued through proposed changes to PASRR related rules currently in the OAC. c. If Specialized Services are recommended, identify the specific mental health services required to meet the evaluated applicant's needs.
v.	Evaluator's Recommendations <ul style="list-style-type: none"> a. If NF services are recommended, identify the specific services which are required to meet the applicant's individual needs, including any mental health services which are of a lesser intensity than specialized services. b. If NF services are not recommended, identify any mental health services which are of a lesser intensity than specialized services that are required to meet the evaluated applicant's needs. c. If Specialized Services are recommended, identify the specific mental health services required to meet the evaluated applicant's needs.
vi.	The basis of report's conclusion must be articulated.

ii. Summary Considerations from the National Landscape

Since the promulgation of these regulations, there have been numerous changes in the national landscape, expanding federal expectations for states in their approach to the PASRR report—which is the key output produced by PASRR. Among those are:

- **Life expectancy among persons with mental illness—who die 25 years earlier on average than their counterparts who have no mental illness:** Though life expectancy of persons with disabilities

in the US has steadily increased to 77.9 years (increasing by almost 5 years since the 90s alone), (NASMHPD, 2006), for persons with SMI the average life expectancy is 53 years.⁵

- **Suicide among persons with mental illness:** Persons in NFs are less likely to attempt but have high levels of suicidal ideation and many die from indirect suicide and indirect self-destructive behaviors such as refusing to eat or not taking life-sustaining medications; however, modification strategies (such as provider training about appropriate indicators associated with recognition and assessment of at-risk behavior and accessing effective treatment) are highly effective.
- **High risk for marginalization, because lay persons do not understand symptoms, behaviors, and/or methods of communication.** Marginalization and loneliness increases the risk of death by 14%⁶.
- **Skill loss:** Persons with disabilities lose skills quickly. In settings where well-meaning lay persons are trained to care for, rather than support independence, an individual with disability is at risk of rapidly losing critical skills necessary for effective transition back to the community.
- **Impact of change/trauma:** NF placement is generally preceded by trauma. The more efficiently, professionally, appropriately, and effectively the evaluation is conducted, the better the outcome for the person with a disability.

These data are underscored by CMS, because there has been little change in delivery of integrated medical and disability-specific care in NF settings. In fact, current data about nursing home care reflects similar concerns to those identified in the 1990s regarding NF access to and incorporation of disability-specific services and their associated ability to meet the needs of persons with disabilities:

- **1992 Survey of NFs (Lombardo & Sherwood):** 46% reported MH specialists were resistant to serve NH residents; 75% reported residents with MH problems could only be served outside of NF settings; 53% reporting difficulty obtaining any psychiatric services for residents.
- **1994 Medical Expenditure Survey Data (Shea et al):** Less than 20% of nursing home residents with an identified psychiatric disorder had access to a mental health specialist.
- **1996 OIG Report:** 78% of NFs experienced barriers to residents receiving needed mental health services; Barriers included geographic unavailability of specialists, stigma, staff unawareness, under- and mis-diagnosis.
- **1997 report (Borson et al.):** 55% of residents had unmet mental health service needs.

⁵ Colton CW, Manderscheid RW. Prev Chronic Dis [serial online] 2006 Apr. Available at: [URL:http://www.cdc.gov/pcd/issues/2006/apr/05_0180.htm](http://www.cdc.gov/pcd/issues/2006/apr/05_0180.htm)

⁶University of Chicago. "Loneliness is a major health risk for older adults." ScienceDaily. 16 February 2014. <www.sciencedaily.com/releases/2014/02/140216151411.htm>.

- **1998 Survey (Reichman et al):** 1998 outcomes were consistent with 1992 reports, with even greater concerns associated with rural and small facilities; Providers also reported that staff education was inadequate in three out of four NFs.
- **2000 (Shea et al.):** 80% of NF residents with mental illness did not receive services from MH professional
- **2001 (Castle et al.):** 1 in 5 NFs received survey deficiencies each year for MH care
- **2002 (Beck et al.):** Front-line NF staff received little training in detection, treatment, and management of mental illness.
- **2006 (Linkins et al):** 90% of state Medicaid programs covered only *basic* psychiatric consultation in NFs, and:
 - NF facilities have the highest staff turnover rates, with national LTC staffing crisis/shortage and anticipation of widening staff-patient ratios.
 - Many NF staff are psychiatrically naïve—not trained to recognize symptoms, implement services, or monitor service delivery, risking:
 - Failure to treat or inappropriate treatment of psychiatric symptoms
 - Increased likelihood of repeat hospitalizations
 - Increased likelihood of dangerousness to self or vulnerable residents
 - Adverse quality of life
 - NF staff training about mental disorders is inconsistent and of limited priority
- **2007 Survey of NFs (SAMHSA 2007):** 50% of NF settings reported lack of resources to provide or obtain MH services and significant under-staffing difficulties; of those contracting for MH services, half reported reluctance among professionals to treat NF residents; only 20% reported that performance quality review and care team meetings for mental health treatment were provided for residents.

CMS has emphasized that one of the most important indicators of a PASRR program's effectiveness is the veracity of the Summary of Findings/ Evaluation Report.

iii. *Person-Centered PASRR Summaries*

The confluence of data about the population characteristics and limits of NF staff in responding to those needs have led to an important and critical reinterpretation of the role of PASRR. CMS has expanded the role of PASRR from its original 1990 version of a screening entity for acute service needs to a program which can powerfully align and integrate with federal initiatives to:

- Provide a person-centered, person-first summary report that is written in layperson language and which:
 - Demystifies the individual's disability.
 - Strengthens insights of lay provider staff about the service and support needs of persons with disabilities.

- Promotes understanding and relationship development between the individual and the provider, helping the provider see the individual as a whole person.
- Identifies all services and supports needed by the individual to maximize his quality of life.

Said another way, though CMS maintains the original CFR PASRR evaluation requirements, the federal re-interpretation of those incorporate contemporary clinical practices and person-centered evaluation expectations. These emerging expectations for states will strengthen the PASRR process and associated efficacy and reporting measures demanded by CMS. **Figure 18** visual illustrates the overlay of current CMS contemporary expectations with federal code.

Figure 18: Overlay of Current CMS Person-Centered Initiatives with Historical PASRR CFR Requirements



Our robust evaluations ensure that our clinicians are able to ascertain the services and supports each PASRR Level II candidate needs and write meaningful recommendations to guide NF care planning.

As we have previously identified, this area is a source of complexity for states as they seek options for complying with the CMS directive of expanding (and monitoring) service delivery in NF settings for residents with disabilities. Under this recent CMS re-interpretation of federal code, states are held accountable for identifying the full range of services and supports needed for any NF resident assessed through PASRR, regardless of whether those services/supports are provided in the State Plan.

Ascend is a national leader in conducting individualized, person-centered Level II evaluations and generating fully compliant, person-centered PASRR Summaries of Findings Reports. Our staff provides consulting on behalf of PTAC and has provided extensive consultation to many states regarding best practices in development of person-centered, compliant PASRR determination reports. Our reports incorporate all requirements specified in 42 CFR Section 483 of the final rules for PASRR and recent CMS guidance issued through the PTAC. Our team wrote the white paper for PTAC which underpins the CMS initiative review Level II determinations Summary of Findings reports in future audits. We will ensure that all reports are in a format approved by the Department.

Nancy Shanley, Ascend's Vice President of Consulting and Policy Analysis, has co-presented several times with CMS on strategies for states to comply with this requirement, innovative methods for creating payment streams, and strategies for controlling for federal comparability requirements under 42 CFR § 440.240.

i. Determinations/Outcomes

Determination outcomes will include a decision about appropriateness, including:

Table 23: Determination Outcomes Associated with Appropriateness Decisions

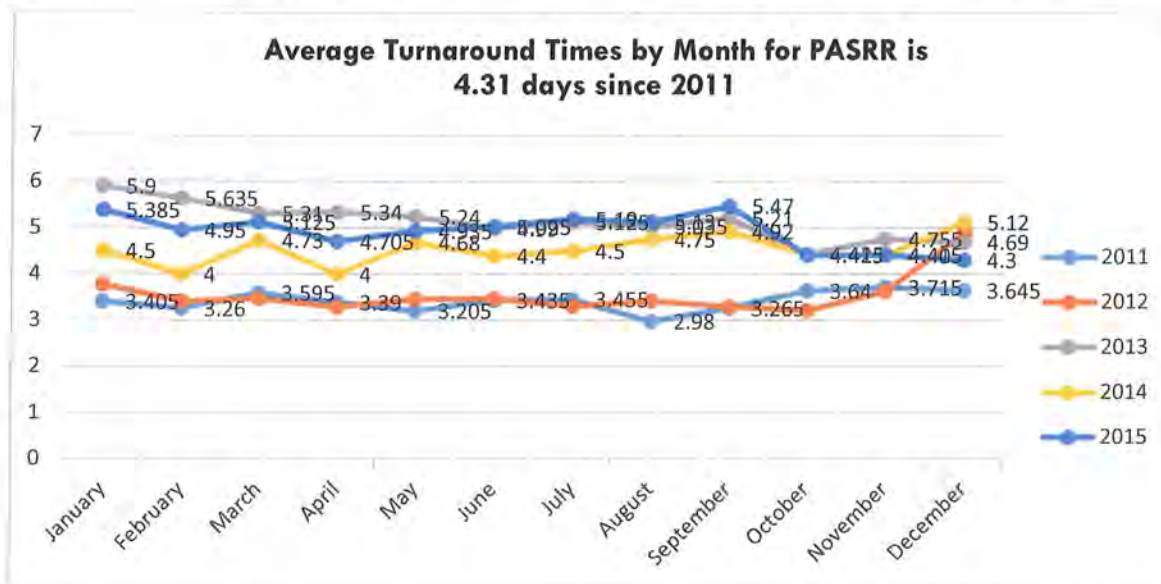
<i>Appropriate for NF care</i>
<ol style="list-style-type: none"> 1. If the determination is that the individual is eligible for NF placement, the report will document the presence of the eligible MI/ID/RC diagnosis and identify the service needs of the individual in sufficient detail to permit the development of a service/treatment plan by the receiving NF. 2. If NF placement is approved for a short term period, Ascend will make recommendations of alternative non-institutional settings and/or services that would be appropriate. 3. Recommendations will be submitted to the NF and DHHS (these have historically been made available through the web-based application access, and we are pleased to deliver these through alternative means as well).
<i>Not Appropriate for NF Care</i>
<ol style="list-style-type: none"> 1. If it is determined that an individual's MI/ID/RC needs do not require a NF level of care, Ascend informs the individual and the referral source of this decision. 2. Ascend provides the referral source and individual the recommendation of alternative non-institutional settings and/or services capable of meeting their MI/ID/RC needs. 3. These recommendations are submitted to DHHS (these have historically been made available through the web-based application access, and we are pleased to deliver these through alternative means as well).
<i>Appropriate for Specialized Services</i>
<ol style="list-style-type: none"> 1. If it is determined that an individual's MI/ID/RC needs require specialized services, Ascend informs the individual and the referral source of this decision. 2. Ascend provides the referral source and individual the recommendation of alternative non-institutional settings and/or services capable of meeting their MI/ID/RC needs. 3. These recommendations are submitted to DHHS (these have historically been made available through the web-based application access, and we are pleased to deliver these through alternative means as well).

4. The Level II evaluation and completion of the determination report and other documents are completed within a maximum of seven (7) business (working) days from the date of receipt of the initial referral for a Level II.

Once the evaluation is finalized, Ascend prints and mail the final PASRR report, decision notice, and appeal rights to all federally required stakeholders.

j. Turnaround Times

Figure 19: Ascend's average PASRR turnaround has consistently averaged 4.31 vs the Department's previously required 7 day benchmark



Though the Department has historically established a 7 day benchmark for turnaround time, we understand the impact any delays have on stakeholders who are affected by PASRR. In real world situations, most individuals with disability would be seriously impacted if their admissions to NFs, when NF is needed, were routinely delayed by 7 to 9 days. Likewise, in an era of shrinking hospital authorizations, hospital staff also seriously impacted by long turnarounds. Regulatory language of 7 to 9 days is no longer an acceptable turnaround in most states. Because an expectation of efficiency will become even stronger moving forward, **Ascend consistently completes Level I screens/Clinical Reviews within 1 hour and Level II evaluations at or under 4 business days, strengthening the state's turnaround from its current requirements.**

Ascend has consistently met or bettered our contracted turnaround times across all our Level I/Clinical Review and Level II projects. Our success implementing and maintaining timely Level II assessments rests largely with our successful planning for the complex and detailed logistics involved in managing large-scale, complex, and time sensitive evaluation projects. Ascend has a strong staffing contingency plan that allows us to exceed the requirements of the Nebraska PASRR contract. Our plan focuses on *People, Performance, and Process* and uses a tiered system that provides continuous staffing and

assessor coverage while recruiting additional staff and assessors as needed on an escalating scale. **In 2014, Ascend completed more than 215,000 Level II evaluations across nine state contracts.** We were able to manage those volumes and maintain better-than-required turnaround times while implementing large projects for new and existing clients.

In 2014, the scope of one of our contracts expanded, requiring us to **perform a 24-hour expedited Level II evaluation process for more than 200 evaluations per month, including holidays and weekends, in addition to the 500 additional evaluations completed at or under 5 calendar days.** We quickly mobilized, and have retained, both internal staff and field assessors who provide coverage 7 days a week, 365 days per year including evening and all holidays with a 24-hour assessment turnaround. This Expedited Evaluation process requires that, within less than 24 hours, Ascend:

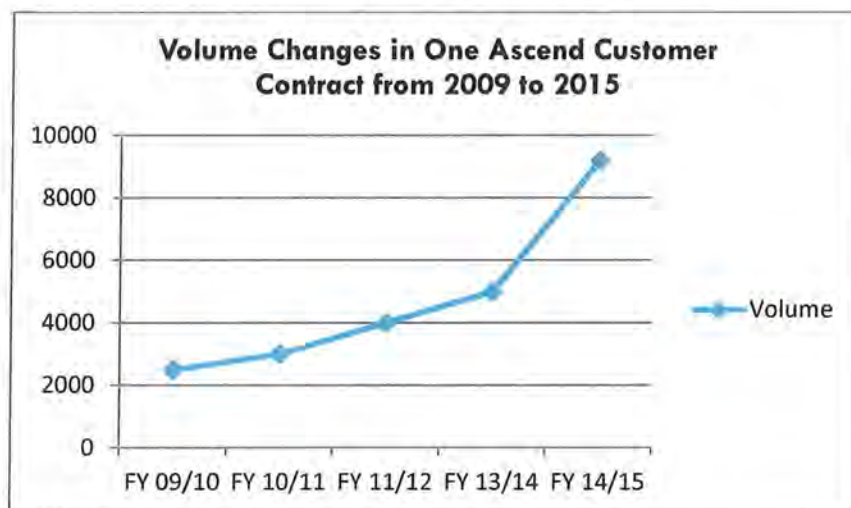
- Receives referrals of Level II candidates,
- Vets those to identify those which fall under the Expedited Evaluation category,
- Conducts a comprehensive onsite mental health evaluation by credentialed professionals,
- Completes a comprehensive quality review of all information gathered, and
- Develops a detailed report of the individual's medical, social, psychiatric, and support and service needs.

While the need for this strategy is unlikely for other contracts, this demonstrated Ascend's **capacity to rapidly implement processes to absorb a new intensive and time-sensitive process while maintaining full compliance.**

Another of our contract customers reevaluated their Level I and II processes and implemented changes which resulted in a 300% increase in contract volumes. Prior to Ascend's contract, that state had not conducted Level II evaluations pre-admission. The movement toward a compliant approach, which also tied compliance to provider payments, resulted in a

volume spike from less than 3,000 annual evaluations to more than 9,000 per year. Ascend monitored those volumes closely and quickly implemented staffing and assessor changes accordingly to correspond with the shifting resource demand. We also worked closely with our government customer to identify efficiencies that would reduce costs while also increasing quality. **By centralizing the portions of the Scope of Work that do not require face-to-face interactions in our Franklin headquarters, we are able to immediately mobilize cross-trained, qualified support and clinical staff to provide back up in times of volume spikes or staff absences, ensuring seamless coverage for services.**

Figure 20: Assessment Volume Changes Graph



Ascend's technology enables us to track every referral from receipt to completion and date and time stamps each step of the process. This permits us to track our turnaround timeframes for each phase and role within the screening and assessment process. We commit to continuing to report monthly statistics on the average amount of time it for Level I screenings and Level II evaluations.

We are capable of even faster turnaround because automation enhances our level of performance and gatekeeping at every step in the PASRR process. This gatekeeping streamlines and coordinates all PASRR functions. Our system has been proven to transform slower resource-heavy functions—like record-maintenance, reporting, scheduling, faxing, mailing, etc.—into paperless, automated processes that can be

completed in a fraction of the time. Many of our contracts require faster turnaround than those established federally or than those previously required by the Department, and we consistently meet all turnaround requirements of our contracts. **As such, we are confident in our ability to meet the state's new 3 working day benchmark.**



A NOTE ABOUT CMS & SIGNIFICANT CHANGE REQUIREMENTS

CMS has been, with PTAC, evaluating recipients in NFs with indicators of mental illness that have not been evaluated through PASRR. CMS and PTAC have identified a renewed interest in ensuring NFs are appropriately reporting significant change in status when those occur. This expectation provides a corresponding increase in the importance of ongoing provider training in this area.

k. Significant Change in Status Level II Evaluations

Whenever a significant change in a resident's physical or mental status is identified, we will conduct Resident Reviews (RR) evaluations as mandated by P.L. 104-315. *Significant Change in Status* requirements should be enacted when serious changes are identified through the *Minimum Data Set/RAPS process* in any one of the following:

1. Presence (emergence or discovery in the situation of a resident not formerly assessed through this process) of a serious mental illness, intellectual disability, or condition related to intellectual disability;
2. Changing needs to the extent that the service intensity provided through the NF setting is no longer appropriate (a significant physical improvement or enhanced likelihood to benefit from special treatment). This may indicate that a less restrictive or more specialized institution should be considered;
3. Changing behavioral health service needs for an individual who was previously identified, to the extent that a material modification to the individual's service plan, either through specialized or rehabilitative services, should occur.

4. An update to the Level II that initially resulted in the delivery of inpatient psychiatric services and further evaluation is needed to confirm appropriateness of NF placement.

Emphasis on Status Change evaluations increased with the 2010 CMS revisions to Minimum Data Set (MDS) 3.0. The MDS is the provider's tool for determining whether the change is present in at least two areas of functioning or behavior. In the event that *significant change* is supported through the MDS, the nursing facility is responsible for notifying the State Authority (hence, the reviewing agency) of that change who then, in turn, determines whether data supports *change in status* guidelines.

Ascend employs state and federal procedures for Clinical Review when a status change referral is received to:

- Engage the individual, caregivers and other key respondents in the interview
- Assess ongoing appropriateness of nursing facility placement
- Determine any needed adjustment to the individual's disability service plan, including rehabilitative and/or specialized services
- Revise the Summary of Findings report and associated expectations of the NF, if or as appropriate

Tracking of recipients, including individuals subject to status change evaluations is accomplished through Ascend's Level II application. Providers have the ability to enter status change information as part of an updated Level I screen which is, in turn, reviewed by a clinician as part of the status change reporting process. Providers also, as described under **Proposal Section 3.c** may report tracking information about admissions, discharges, and deceased recipients directly through the application, as well.

I. Workflow Model

An integrated workflow model, combining Level I and Level II activities, is provided on the following page as **Figure 21: Ascend's Integrated Level I and Level II Workflow Model**.

Figure 21: Ascend's Integrated Level I and Level II Workflow Model—Redacted

9

REDACTED PROPRIETARY INFORMATION:

Information containing Ascend's Figure 21, as required in RFP page 46, Section 3. D. "Detailed project work plan," is redacted and provided in the separate, sealed *Proprietary & Copyrighted* envelope, along with details regarding the basis for content redaction.

3.d.3. Business Requirements

a. Business Hours

Ascend personnel will be available to conduct defined activities Monday through Friday between 8 AM and 5 PM Central Time.

b. Telephone Requirements

Ascend maintains a toll-free telephone number is 877.431.1388 ext. 3341 that is included in all correspondence for information purposes by providers, individuals subject to PASRR, legal guardians, representatives, or families. Ascend also maintains a facsimile machine for receipt of pertinent info that is accessible 24-hours per day.

Ascend will continue its practice of responding to telephone phone messages requesting screening or evaluation within an average of 6 business hours. We will also respond to assessments faxed by providers within an average of six business hours of receipt.

c. Training

i. Training Approach and Experience

Ascend has trained field assessors, employees, providers, and other stakeholders serving PASRR programs in 11 states, including Nebraska. We have also performed national training on PASRR for NFs, hospitals, social service agencies, and other relevant stakeholders, and have **co-presented with CMS in national conferences about PASRR.** Our ongoing expertise and participation at the national level allow us to educate not only our internal and field staff, but also **educate states across the country on what constitutes the most effective, compliant, and highest quality PASRR program.** All individuals who serve the Nebraska contract have received the benefit of this training and expertise.

Our in-house staff and field clinicians are trained in such a way that they truly become experts—not only in federal PASRR regulations but also in the highly specific protocols and requirements defined by the states in which they perform services. **Ascend assures DHHS that every individual aligned with the Nebraska PASRR program will have mastered the state’s diagnostic and medical criteria** to the degree required for their roles. **As the state’s definition of specialized services evolves and for new categorical determinations that may be applied, Ascend’s training will reflect these important areas.** All training content may be provided through printed materials, PowerPoints, conference calls, webinars, videos, and other methods to meet general training needs, project-specific quality requirements, and stakeholder expectations. We may develop targeted trainings for an individual or revise overall training for the project.

Ascend’s Training Department is exceptionally qualified and demonstrates a passion and dedication to training that is reflected in our approach and our materials. **Our Training Department lead, Stephanie Pettitt, MSP, has over 8 years of PASRR experience. Stephanie is a licensed educator, has been with Ascend since 2006, maintains extensive PASRR expertise, and is knowledgeable in clinical assessment**

and adult learning principles. Stephanie's qualifications include an MS in Psychology, and she is currently pursuing her PhD in Social Psychology. She develops and maintains standardized curricula and ensures all training materials are reviewed and approved for content and style by subject matter experts. In the past six months alone, she has developed nearly 40 training modules on specialized topics for in-house and field staff.

To further specialize our training approach, **Ascend is adding a dedicated position that will focus exclusively on assessor training and coordination.** This individual will be responsible for overseeing the onboarding of ICs, working with our Quality Division to monitor IC performance, and developing training targeted to individual and overall assessor needs. The integration of these activities with our Quality Division will ensure an even closer alignment between the quality of Level II PASRR evaluations, the assessors who perform them, and the training needs associated with these activities.

Ascend is committed to providing initial and ongoing training so that those who participate (from internal staff and field assessors to providers and state stakeholders) acquire the knowledge, skills, and sensitivity to meet the needs of the individuals served through this project. Over time, Ascend's training approach has both expanded and become more specialized, guided by individually targeted education and mentoring and closely aligned with key Ascend Divisions:

- **Recruiting & Credentialing:** Training during onboarding and re-training annually and as needed
- **Project Management:** Identification of training needs and materials based on the RFP and signed contract project implementation/re-implementation
- **Quality Improvement:** Structured trainings that address performance concerns
- **Operations:** Training on PASRR and contract-specific deliverables
- **Policies & Procedures (P&Ps):** Training to promote full understanding of new/updated practices (Ascend corporate, PASRR and state specific)



ASSESSOR TRAINING

Ascend contracts with hundreds of independent contract assessors in multiple states across the country. **We fully train our evaluators on all aspects of conducting clinically excellent and federally compliant Level II evaluations that also meet all state**

requirements. The inclusive training program for field assessors occurs prior to the initiation of evaluative responsibilities, ongoing, and as a means of remedial training to address quality concerns. Training focuses on the assessment process, program fundamentals, and the elements associated with completing high-quality assessments, including beneficial and necessary recommendations that should be included in every PASRR Summary of Findings (SOF).

All assessors who serve the Nebraska PASRR program have received comprehensive training on core evaluation competencies including:

- Federal and state requirements
- Assessment and quality expectations
- Interpretation of standards

- Key definitions and process flows
- Ethics/professional performance
- Cooperative strategies with stakeholders
- Person-centered/person-first language
- HIPAA/data security

Any new assessors on-boarded in Nebraska will receive the same training. Training also includes PASRR clinical competencies such as differentiating psychiatric signs/symptoms from dementia.

We also supplement core training modules with state-specific training to ensure that our PASRR field assessors understand state expectations, goals, and definitions. Because our evaluators interact with many types of stakeholders, Ascend emphasizes the importance of positive communication with provider sources, the person receiving assessment, and their families/legal representatives and ensure the values, expectations, goals, and objectives of the State are clearly understood by all staff. **Figure 22** summarizes specific assessor training modules deployed by Ascend. This content is also reflected in the customized and detailed assessor manuals that incorporate the policies and procedures for the Nebraska contract.

Figure 22: Ascend Assessor Training Modules

PASRR OVERVIEW MODULE	PASRR REQUIREMENTS MODULE	ADMINISTRATIVE EXPECTATIONS MODULE	PERFORMANCE EXPECTATIONS MODULE
 <ul style="list-style-type: none"> • Goals and objectives • Responsibilities • Federal, state, and Ascend requirements • Level of care guidelines • Olmstead and ADA • Key state and federal definitions • Process flow • DSM considerations • Specialized Services • NF responsibilities and requirements 	 <ul style="list-style-type: none"> • Administration of screening protocols • Step-by-step requirements • State services and criteria • Industry-accepted clinical assessment approaches & interview techniques • Differential diagnostic and assessment issues • Provider services • Specialty settings • Medical record review process • Person-Centered approach • Person-Centered language 	 <ul style="list-style-type: none"> • Contract requirements • Assignment process • Due dates • Communication expectations • Processing requirements • Workflow applications • Logistical expectations • Data security/HIPAA and federal confidentiality requirements • Resources • Abuse and Neglect identification and reporting • Assessor resources, IronKey 	 <ul style="list-style-type: none"> • State and Ascend expectations • Cooperation with providers and families • Ethics and Professional Performance Responsibility • Quality model and expectations • Cultural assessments, suicide identification, and client engagement • Respectfulness and zero tolerance for abuse, discrimination, or non-professional behavior

Ascend also provides additional training to enhance the concepts not defined through training presentations and supplies guidelines for assessor quality monitoring and receipt of ongoing quality scores and feedback. We regularly provide competency measures and associated feedback for each field assessor throughout the life of the contract through a tiered process, where frequency of formal measurement and associated feedback is determined by performance metrics. This type of analysis guides our development of individual and project improvement strategies. **Field staff receive regular**

feedback and mentoring from Quality Review staff, with the two forming a vital partnership to ensure gold-standard evaluations, summaries, and service recommendations for individuals with mental illness, disability, or related conditions.



We use similar training processes with project staff as we do with field assessors. **All new hires participate in a structured orientation based on their job description with training elements continually focused on those requirements.** The initial orientation is directed

at acquainting the employee with his or her job duties and how they align with the PASRR project they serve. Employees must become familiar with both company and state expectations, all Ascend and state-specific policies and procedures, the functions of other Ascend staff, state office staff expectations, roles of the providers, and expectations of Ascend. All Clinical Reviewers, Quality Coordinators, operations managers, and support staff who serve (or will serve) the Nebraska contract have received this training. A number of Ascend employees and managers have served on the Nebraska PASRR team for many years.

After new employees meet key learning objectives, they receive **direct supervision in the performance of his/her new role.** Direct training, as the second orientation component, offers experiential, supervised training opportunities and incorporates elements of mentoring and direct service exposure and practice through direct observation of the application of learned skills. This occurs through a shadowing process in which the employee initially observes a seasoned staff member carrying out operational responsibilities for a period of time. Any concerns related to assimilation of core competencies, close supervision of staff continues throughout the initial 90 days or longer if determined necessary. However, it should also be noted that we routinely maintain a 90-day training, orientation, and probationary period for all staff and, in the event that an employee fails to demonstrate competency in core performance measures regardless of his/her experience history, we extend the intensive supervisory period.

Once competency of all key components has been demonstrated, the employee is required to sign their job description attesting to a comprehensive understanding of position expectations. It is only then that they are permitted to function independently in their role. Managers then establish ongoing learning objectives and continually monitor progress as a part of individualized staff supervision. Performance reviews are documented for all staff and maintained by the supervisor. These reviews are designed to measure performance specifically based upon the job description and incorporating both objective and subjective measures such as weekly sessions, Quality Improvement oversight and outcomes, satisfaction surveys, productivity, and through Departmental input.



Ascend's training for providers demonstrate how PASRR compliance helps serves persons with disability and how valuable their roles are to this process. We believe a thorough understanding of the purpose for PASRR screening and evaluation, clear delineations of each player's role and responsibility, and clear instructions for how to fulfil those

responsibilities are fundamental to ensuring and improving provider compliance. Ascend maintains a highly organized and detailed approach to training and can continue providing this training across all provider types (e.g., hospitals and nursing facilities, psychiatric hospitals, and other health programs or facilities). As nationally recognized experts on PASRR, we are able to customize our training materials to the needs of each state while maintaining full fidelity to federal PASRR regulations. **Table 24** below highlights our provider training content and methodology.

Table 24: Ascend Provider Training Content

PROVIDER TRAINING CONTENT	
Procedures	<ul style="list-style-type: none"> ✓ Internal operation procedures for Ascend staff cross referenced to the RFP ✓ Field assessor procedures and resources ✓ Provider (and other stakeholder) procedures and resources
Training Materials Based on Draft Procedures	<ul style="list-style-type: none"> ✓ Internal staff training documents, User Guides, and pre/post-tests ✓ Field assessor training documents, User Guides, and pre/post-tests ✓ Provider onsite training documents, User Guides, and training satisfaction surveys ✓ Provider web-based training documents and scripts ✓ Provider web-postings, including procedure manuals, User Guides, FAQs, and communications from the Department
Workflow Diagrams	<ul style="list-style-type: none"> ✓ Description of the methodology by which information flow occurs and all related interfaces are identified
Forms and Decision Reports	<ul style="list-style-type: none"> ✓ Level II individualized evaluations, including onsite and document-based interviews ✓ Categorical decisions and reports ✓ Summary of findings/Individualized reports
Notification Letters	<ul style="list-style-type: none"> ✓ Written in layperson's language ✓ PASRR Level I notice of referral ✓ PASRR Level I outcomes ✓ PASRR Level II notices and appeal rights, including all categorical decisions, and PASRR related LOC notices and appeal rights
Quality Tools	<ul style="list-style-type: none"> ✓ Used to monitor the integrity and federal fidelity of data collection processes
Tracking Reports	<ul style="list-style-type: none"> ✓ Including examples used by other states for planning, compliance analysis, oversight, and CMS reporting
Data System Layout	<ul style="list-style-type: none"> ✓ Including mock screens

Much of this content is included in onsite provider training. When performing onsite trainings, Ascend typically **collaborates with the state and with NF and hospital associations, who have a keen awareness of optimal training environments for their constituent members, which helps promote maximum participation and buy-in.** The goal of these trainings (example shown in **Figure 23**) will be to ensure that providers who are PASRR stakeholders understand their state and federal PASRR responsibilities and have a thorough understanding of how to correctly fulfill those responsibilities. Should the Department prefer, Ascend can conduct initial and or subsequent trainings via live webinars.

In addition to the larger group training, we typically ask provider associations to nominate a small sample of providers to participate in workgroups. We ask for workgroups that are representative: composed of large and small providers, urban and rural providers, and both technology-savvy providers and those who use more paper-based processes. This distribution ensures that the workgroups will be able to identify the types of issues that commonly impact providers of different types when changes to processes and workflows are introduced.

As with other stakeholders, we do not treat provider training as a one-time activity. PASRR can be complicated and may require additional trainings and ongoing guidance from our Level I and Level II personnel, project support specialists, and our consultants. After on-site trainings Ascend may offer Q&A conference calls led by Ascend's subject matter experts to reinforce the content of the onsite-training and give providers the opportunity to reflect and ask follow-up questions. **If provider require additional training, we can provide support via conference calls and through webinars, which can be taped and uploaded to Ascend's Nebraska provider portal.**

The Nebraska provider portal, accessed via www.pasrr.com, includes all of the information providers and stakeholders need to learn how to submit Level I screens, receive Level I outcomes, request Level I or Level II outcomes or notices and reports, submit tracking information, and utilize Level II summary reports. The portal is accessible 24/7 and includes departmentally-approved provider manuals, FAQs, tools, helpful links, and other resources).



Ascend utilizes many of the same training strategies for DHHS and other state stakeholders as it does for field assessors, our own staff, and providers. We have an extensive library of up-to-date PASRR training materials, which include the latest in federal interpretation

and guidance, PASRR changes within the state, all aspects of PASRR stakeholder related roles and responsibilities, and even best practices from across the nation. We can customize our trainings to fit the landscape of each state and the roles of DHHS and other agency personnel. Ascend's Training Department can deliver live onsite trainings and webinars, both of which can be videoed for those who are not able to attend the original sessions.

Figure 23: Onsite Training Example



ii. Training Reporting

Annual report will be completed/submitted to DHHS for approval to include but not limited to:

- Ongoing training
- Annual staff development
- Annual staff performance evaluation
- Ongoing training of referral sources (i.e. hospitals, NFs)
- Participation in annual hospital and/or NF association conference

d. Communications

i. Routine Correspondence

Ascend maintains responsibility for preparation, reproduction, mailing, and follow up of any needed routine correspondence with stakeholders. Ascend will include DHHS in all communications w/ CMS and/or contractors of CMSA.

Ascend has a tested infrastructure in place for preparing, reproducing, and mailing PASRR notifications and appeals letters. Once completed, the PASRR Level I notification is accessible online immediately by providers behind a secure login from the provider portal.

If a Level II is required, the provider is able to print a notice for the individual explaining the PASRR Level II requirements which is written in layperson language.

Once the Level II evaluation is completed, the submitting provider is able to generate a copy of all notifications and screens. Ascend also issues adverse notifications via certified mail to the individual/guardian.

Ascend has designed and deployed for our states customers a **fully automated letter/notice generation process**. Ascend generates tens of thousands of notification letters each year, with our processing experience dating back to our first PASRR contract awarded in 2000. During those 15 years, we have continually improved and refined our approach to ensure the most efficient and cost-effective process possible.

Our process is so efficient that one state customer recently proposed to expand our scope of work to include the **processing and mailing of required Level II notifications and letters on behalf of the state for all types of evaluation decisions**. Letters are generated via our data management system. This allows all federally required letters under CMS PASRR regulation § 483.128(l) to be issued immediately when a triggering event is complete. Our work queues are programmed to trigger letter production, including quality assurance and printing, for all required individualized letters along with copies of the completed summary of findings report, where applicable.

Ascend's Project Support Staff monitors specified queues that indicate which cases/letters are ready for processing. Key pieces of information are reviewed by quality staff before letters are printed, with staff

reviewing for completeness and accuracy. We perform this quality review for all required letter recipients, regardless of how the letter is sent. For evaluations where guardian/representative participation is not applicable, auto-generation can be disabled in the application.

ii. Technical Assistance Experience and Approach

Every state is on a different evolutionary path with regard to their PASRR approach. Many states are in the early phases of change—either because they were awaiting more specific direction from CMS or because PASRR was overseen by staff not authorized to make decisions to change. It has been our experience that changes typically occur in accordance with each state's readiness within their individual landscapes. Though Ascend does not have authority in states to require that they change their project models, our approach is to provide educational opportunities and other resources to keep our state partners informed of emerging in the national landscape and associated CMS expectations.

Ascend is the most experienced provider of PASRR services in the country. We have acted as the **go-to PASRR experts for both CMS and the PASRR Technical Assistance Center (PTAC) and have been a national voice** for best practices in PASRR and for broader long-term services and supports initiatives. Our corporate and individual staff expertise is both broad and deep. Our projects are supported by industry leading experts in PASRR operations, PASRR IT systems, PASRR implementations, PASRR trainings and stakeholder work, person-centered assessment, and mental health and IDD clinical leadership. This expertise translates into direct benefit for the individuals we serve and for our state partners. **Ascend has consulted and provided technical assistance with dozens of states, bringing national expertise to help address local challenges.** Ascend has served all of its contracts with distinction and commits to providing ongoing technical assistance, including monthly calls, with the Department.

In February 2015, CMS and PTAC joined many of our government partners at Ascend headquarters for a summit directed at helping states develop and expand their specialized service offerings while controlling for comparability. This three-day summit was attended by several government leaders and Ascend partners across the country and was successful in developing the initial federal guidance for states in expansion of and strategies for funding State Plan optional services for recipients with disabilities in NF settings. Though we regret Nebraska representatives were unable to attend, we are pleased to share lessons learned from that experience.

e. Complaint Investigation and Appeal Process

i. Complaint Investigation Approach

As required by this RFP and as a part of our comprehensive quality wrap-around model, Ascend will provide formal complaint investigation processes for problems reported by DHHS BH, MLTC, healthcare community, families, or other entities. Ascend's problem resolution strategies include structured methodologies for corrective action to minimize and, where present, promptly correct any problems that have been identified. The thoroughness of our complaint investigation is rooted in our commitment

to customer support, stakeholder engagement, extensive quality measurement, and the person-centered approach that is seminal to all of our PASRR screening and evaluation activity.

Ascend's industry-leading PASRR expertise has helped us create contingency plans for addressing any potential problem with any type of stakeholder at any stage in the process, as well as problem investigation and resolution with our own staff and field assessors. The ability to address problems is embedded in our Work Plans and includes but is not limited to problems associated with: required forms, pre-evaluation tasks, assessment requirements, interviews, assessment reports, data analysis, quality, training, and appeals. Compliant resolution is just one aspect of Ascend's comprehensive quality approach. As documented in **Proposal Section 3.d.3.f**, Ascend has an intensive quality assurance and quality improvement process, helmed by a dedicated and deeply experienced Quality Division.

All complaints received, regardless of the source or method by which the complaint is received, are directed to Joi Shaw, the Operations Manager and Andrea Womack, Ascend's Director of Quality and Independent Contractor Services. Collectively, they assign responsibility for investigation and documentation to the appropriate, contract-dedicated staff; however, Ascend equips all of our leaders and staff to identify and address problems and complaints. For Nebraska DHHS—similar to our other state partners—our Quality Director has ultimate accountability for ensuring that all phases of the investigation are completed and documented and that the state is notified of all outcomes.

Ascend's problem resolution strategies include a comprehensive investigation along with submission of a written report of activities, findings, and a corrective action plan within 48 hours of the identified problem. The corrective action plan identifies timelines and responsible staff. If Ascend's performance contributed to the reported problem, corrective action elements may include a 30-day follow up to re-evaluate our performance or the performance of our assessors in that same area. In addition, Ascend issues written follow-up to the complaint initiator and State Officer(s). As reflected in **Figure 24**, Ascend continues to monitor our corrective action plans to ensure their effectiveness and to minimize future recurrences of the initial problem.

Figure 24: Ascend's Problem Resolution and Corrective Action Process



At the conclusion of our process, we will evaluate our internal and operating systems to determine whether corrective action should involve procedural changes and, if indicated, we will implement those changes with State Officer approval. This is but one example of how Ascend continually strives for value-added performance improvement across all of our services. Our implementation and ongoing narrative performance reports will include a thorough description of any complaints, corrective action, or improvements that occurred as a result of that process. Report elements include the problem/complaint, sources of investigation, findings, corrective action plan, and follow up plan.

ii. Federal Scrutiny and Potential Impact on Appeals

Increased scrutiny by the Department of Justice and Protection & Advocacy (P&A) groups targeting state NF service delivery virtually guarantees that appeals volumes will increase, even where they have been

historically low or non-existent. States need to prepare, sooner rather than later, for what could be a significant impact on their PASRR programs. States that work with Ascend are better

Table 25: States Must Anticipate Increased Appeals

!	CMS, DOJ, and P&A groups will intensify their monitoring of specialized services delivery for residents of NFs who have PASRR disabilities.
!	States will no longer be permitted to limit specialized services to intensive services, such as inpatient psychiatric care.
!	Federal action and reinterpretation will increase expectations that states and providers expand their service systems.
!	To avoid punitive action , states must proactively plan for an increase in recipient appeals tied to stiff expectations for specialized service delivery.

positioned for these changes. **We have provided successful and compliant appeals support for more than 20 years and across 10 states.** Since the inception of the PASRR program, Ascend has tracked CMS's heightened expectations, and we understand how changing federal expectations may impact less obvious compliance requirements attached to appeals.

Ascend's performance will meet any increased scrutiny applied to the Nebraska PASRR appeals process (see Table 25). Our practices are based on and meet all current Federal guidelines defined in 42 CFR 431, Subpart E and 42 CFR 483, Subparts C and E for appealing PASRR determinations that could adversely affect the individual. These requirements mandate that, once the PASRR evaluation has been completed, a notification must be issued that describes both the evaluation outcome and the process for initiating an appeal. PASRR guidelines are unique in that **all PASRR outcomes are potentially adverse and, therefore appealable** (e.g., decisions approving and denying specialized services, decisions determining NF to be appropriate or inappropriate). The ability to appeal a PASRR decision plays a significant role in the final determination of the services an individual will receive and where those services will be delivered. This is critically important for the vulnerable populations that PASRR serves.

Ascend will closely monitor denial and appeal activity and will alert the Department should any unanticipated increases be noted. When state clients that traditionally experience few PASRR appeals experience an uptick in activity, Ascend has provided appeals staff and hearing officers a brief "PASRR 101" primer. This

training helps appeals staff and hearing officers better understand PASRR requirements and process, federally and within the state. States with little familiarity with PASRR appeals have found this especially useful, as most staff and officers have not had the opportunity to become familiar with core and unique PASRR requirements.

iii. Appeal Participation

Ascend will offer reconsiderations of adverse decisions. If the original determination is affirmed, Ascend's Medical Director will participate in due process or other appeal activities as well as any other relevant Ascend staff if appropriate. These activities could result from disagreement with evaluation outcomes or the introduction of new information regarding individuals evaluated through this process. At appeals hearings, Ascend will present **material evidence and testimony** to support the denial decision and the original assessment decision. This will include obtaining any needed releases, securing additional or supplemental information, and preparing legal exhibits. Because PASRR and its related



A NOTE ABOUT CMS & SERIOUS MENTAL ILLNESS

CMS recently announced new expectations that states identify and ensure delivery of all disability-related services and supports needed by residents of NFs who have PASRR disabilities. States will no longer be permitted to limit specialized services to intensive services, such as inpatient psychiatric care. Not only will this reinterpretation increase expectations for both states and providers as service systems are expanded, it has potential for a corresponding increase in recipient appeals as demand for expanded service options increases.

documents and notifications represent legal processes, we will maintain complete accountability for complying with federal and state guidelines and ensuring the integrity for the information collected.

During the hearing, Ascend appeals personnel will include a brief summary of assessment procedures and results, and respond to questions from the Administrative Law Judge, attorneys, the individual assessed through PASRR, and any of his/her designated representatives. The objective of the testimony is to ensure that the needs of the assessed individual are accurately and comprehensively represented.

iv. Results of Complaints and/or Appeals

As required by this RFP, Ascend will submit the results of investigation processes and appeal determinations to DHHS DBH.

f. Quality Assurance and Data Management*i. Quality Improvement/Assurance Overview***10a****REDACTED PROPRIETARY INFORMATION:**

Information containing Ascend's Quality Management Plan, as required in RFP page 38, Section IV.D.1.f "Quality Assurance and Data Management," is redacted and provided in the separate, sealed *Proprietary & Copyrighted* envelope, along with details regarding the basis for content redaction.

Figure 25: Ascend's Adaptation of the CMS DDRI Quality Model—Redacted

Figure 26: Ascend's Quality Monitoring Structure—Redacted

*ii. Quality Review Plan, Procedures, Methods, Timelines for Statistically Valid Random Sampling and Quality Review***10b****REDACTED PROPRIETARY INFORMATION:**

Information containing Ascend's Quality Management Plan, as required in RFP 38, Section IV.D.1.f "Quality Assurance and Data Management," is redacted and provided in the separate, sealed *Proprietary & Copyrighted* envelope, along with details regarding the basis for content redaction.

Figure 27: Ascend's Comprehensive Measures for Quality and Compliance—Redacted

10c

REDACTED PROPRIETARY INFORMATION:

Information containing Ascend's Quality Management Plan, as required in RFP page 38, Section IV.D.1.f "Quality Assurance and Data Management," is redacted and provided in the separate, sealed *Proprietary & Copyrighted* envelope, along with details regarding the basis for content redaction.

Figure 28: Quality Oversight Model for Peer Review of Ascend Clinical Reviewers (Level I) and Quality Coordinators (Level II)—Redacted

10d

REDACTED PROPRIETARY INFORMATION:

Information containing Ascend's Quality Management Plan, as required in RFP 38, Section IV.D.1.f "Quality Assurance and Data Management," is redacted and provided in the separate, sealed *Proprietary & Copyrighted* envelope, along with details regarding the basis for content redaction.

iii. *Quality Review Plan for Level II Assessor Performance Monitoring*

10e

REDACTED PROPRIETARY INFORMATION:

Information containing Ascend's Quality Management Plan, as required in RFP 38, Section IV.D.1.f "Quality Assurance and Data Management," is redacted and provided in the separate, sealed *Proprietary & Copyrighted* envelope, along with details regarding the basis for content redaction.

Figure 29: Assessor Quality Oversight Model—Redacted

10f

REDACTED PROPRIETARY INFORMATION:

Information containing Ascend's Quality Management Plan, as required in RFP 38, Section IV.D.1.f "Quality Assurance and Data Management," is redacted and provided in the separate, sealed *Proprietary & Copyrighted* envelope, along with details regarding the basis for content redaction.

iv. Data Reporting and Documentation

10g

REDACTED PROPRIETARY INFORMATION:

Information containing Ascend's Data Reporting and Documentation, as required in RFP 38, Section IV.D.1.f "Quality Assurance and Data Management," is redacted and provided in the separate, sealed *Proprietary & Copyrighted* envelope, along with details regarding the basis for content redaction.

Table 26: Data Reporting and Documentation: Procedures, Methods, Timeline and Content—Redacted

10h

REDACTED PROPRIETARY INFORMATION:

Information containing Ascend's Data Reporting and Documentation, as required in RFP 38, Section IV.D.1.f "Quality Assurance and Data Management," is redacted and provided in the separate, sealed *Proprietary & Copyrighted* envelope, along with details regarding the basis for content redaction.

g. Internal Review Process for Monitoring the Integrity of Data Provided Through PASRR

i. Sample Level I and II Forms and Documents

Copies of Ascend's Level I and II are provided in **Proposal Appendix G**. As you know, Ascend's tools all scored in the highest quartile during the PTAC/CMS national review and were found to be both fully federally compliant and to meet industry standards for good clinical practice.

ii. Quality Review Plan for Reviewing Submitted Data

PROVIDER QUALITY
*Pre-Admission, Status Change
Reports, Integrity, Timeliness*

Ascend monitors provider quality on both negative Level I screens, where NF approvals are determined by our Level I algorithm, and Level I screens that are triggered for Clinical Review. As a method of quality oversight, we typically conduct Fidelity/Quality Reviews monthly on a small representative sample of negative Level I

screens to assess the veracity/fidelity of provider-reported information. This post-admission quality sampling identifies providers who submit inaccurate information as well as those who require further training. To accomplish this, our PASRR Pro-I system statistically selects a randomized group of negative Level I screens. From these, we conduct post-admission review to ensure the information and disability status reported at preadmission is consistent/congruent with records and (in the case of post-admission verification) initial submitter reports. The specific areas for which Ascend monitors provider quality are:

- *Compliance with preadmission screening requirements*
- *Integrity of data submitted (congruence of information reported with patient status)*
- *Quality of care issues (reporting of abuse, neglect, and exploitation)*
- *Compliance with federally required status change reporting*

In addition to the sampling look-back, Ascend clinicians conduct a quality review of every Level I screen that is triggered for Clinical Review. When necessary, we collect additional collateral data, conduct alternate provider interviews, and expand interviews to include family or other sources to clarify the status and history of the individual. This allows us to compare data fidelity to the initial submitter's reports of potential disability indicators. Our provider review process allows us to identify submission accuracy/compliance problems associated with a specific facility or a specific staff member within a facility.

Our Level I application allows us to flag for automatic Clinical Review any screen submitted by a specific facility, if that facility is consistently non-compliant. Our clinicians will then conduct data verification for 100% of subsequent reviews or until quality benchmarks are attained. When individual submitters are identified, we can make contact with the staff member's supervisor to report problems associated with data integrity and identify opportunities for updated training. Report of quality findings will periodically be issued to the Department. If quality issues are identified, notification is also issued to the discharging provider identifying inconsistencies in Level I screening information.

Ascend is able to target individual provider performance and trends over time. It is our experience that most providers want to comply with PASRR requirements but may occasionally require reminders or retraining on screening submission requirements, timeframes, and associated compliance. In these situations, we offer training for providers who may inadvertently submit inaccurate information due to passive data collection or failure to confirm information. While it is rare, Ascend has also helped states overcome deliberate noncompliance from providers who attempt to “game” the system (e.g., submission of misleading information to prevent denials or to sidestep perceived delays associated with PASRR evaluation). Regardless of the *cause* of provider noncompliance, the *responsibility* of monitoring and ensuring federal and state compliance falls directly on the relevant authorities that govern each particular program, as well as Ascend as the state’s vendor.

iii. Quality Review Plan for Reviewing Medical Reviewer Staff Decisions

As described prior subsections, Ascend’s Quality Review Plan for our Level I and Level II clinical staff and our contracted Level II assessors include comprehensive and well-defined measures that help ensure the quality/completeness of submitted data, including info/data provided by referral sources as well as decisions made by Ascend’s medical review staff. Ascend’s quality review process also includes careful analysis of the assessment determination decisions, including:

- Adherence to state definitions for LOC and appropriate placement;
- Adherence to state definitions for specialized and rehabilitative services;
- Application of individualized and person-centered, person-focused language;
- Adequacy of rationale in clarifying the basis for the determination; and
- Timeliness for completion of the Summary of Findings report.

This peer review model—in addition to employee evaluation—helps ensure that our clinician performance aligns with contract requirements, Departmental standards, applicable federal and state standards (as applicable), and with Ascend procedures and standards.

We will continue to conduct a random sample, representing 5% of NF residents who have had a Level II evaluation and were determined to need MH/IDD services of lesser intensity than specialized services. Additionally, we will continue to take our cue from the latest CMS direction on decision fidelity and follow CMS guidance closely to help prepare our government partners for necessary changes. CMS has indicated its intent to begin focusing on whether the Summary of Findings report is person-centered, individualized, compliant, and comprehensive.

Our quality review protocol for final determinations is provided in ***Proposal Appendix H***.

Psychiatrist/Psychologist quality review process is conducted by Ascend’s Medical Director, Dr. Susan Rieck.

iv. Quality Review Staff

11a

REDACTED PROPRIETARY INFORMATION:

Information containing Ascend's Quality Monitoring and Reporting Staff, as required in RFP page 38, Section IV.D.1.g "Internal Review Process for Monitoring the Integrity of Data provided through PASRR," is redacted and provided in the separate, sealed *Proprietary & Copyrighted* envelope, along with details regarding the basis for content redaction.

Table 27: Quality Monitoring and Reporting Staff—Redacted

11b

REDACTED PROPRIETARY INFORMATION:

Information containing Ascend's Quality Monitoring and Reporting Staff, as required RFP page 38, Section IV.D.1.g "Internal Review Process for Monitoring the Integrity of Data provided through PASRR," is redacted and provided in the separate, sealed *Proprietary & Copyrighted* envelope, along with details regarding the basis for content redaction.

vi. Quality Review Annual Report

Ascend commits to continuing to compile and submit an annual report on the findings and implementation of the Quality Review Plan and related quality monitoring activities.

h. External Review

Ascend understands that we may be asked to submit Level II documentation to the Department for the purposes of Quality Assurance monitoring. Ascend commits to providing the department with access to any and all pertinent information pertaining to the project services and would welcome site visits by departmental staff to review contract compliance, assess our processes for controls, evaluate our methodologies, and for the purposes of technical assistance. We also understand that the Department may conduct post-payment reviews of PASRR activity.

3.e. Deliverables and Due Dates

3.e.1. Re-Implementation Plan Approach

Ascend has described its detailed project management plan in **Proposal Section 2.i.1** and its re-implementation strategy in **Proposal Section 3.b.2**. Both processes are marked by thoroughness, close collaboration with DHHS as our state partner, the ongoing efforts of key personnel, and a strict adherence to timelines; the latter is highlighted below. In those sections, we detail our approach to re-implementation, where our certified Project Management Office (PMO) implements changes using a structured, standards-based approach. Our PMO works with our policy analysts/national consultants to listen to your goals, help identify gaps, develop standards-based solutions, and articulate transparent solutions through workflow diagrams, Gantt charts, and work plans.

In **Proposal Sections 2.i.1** and **3.b.2**, we also describe our manner of overseeing and communicating milestones, due dates, and critical events in routine reports at whatever frequency you desire. We describe how we will maintain work plans in an organized and methodical manner and obtain authorization from you to ensure our model fully aligns with your vision. We describe our reporting—both during implementation and operations phases—where we take a transparent approach to detailing our performance.

3.e.2. Re-Implementation Plan Timelines

Table 28 summarizes the major tasks associated with an Ascend re-implementation of the Nebraska PASRR contract.

Table 28: Re-Implementation Plan Timeline

TASK	TIME FRAME	RESPONSIBLE
State Contract Execution	Upon Award	Lepley; Department
Project Team Kick-off <ul style="list-style-type: none"> ■ Conduct budget meeting ■ Define Project Team Roles ■ Conduct Internal Kick-off meeting ■ Conduct Role Meeting ■ Conduct Contract Document Review Meeting ■ Establish Core Team Meeting Cadence ■ Establish Weekly Status Meeting 	Within 10 days of re-award	PMO, Project Team
Preparation for Onsite Meeting <ul style="list-style-type: none"> ■ Create re-implementation packet ■ Send re-implementation Packet ■ Define Onsite meeting agenda ■ Coordinate Travel ■ Assemble Presentations and Materials 	Within 30 days of re-award	PMO, Project Team

TASK	TIME FRAME	RESPONSIBLE
Onsite Re-implementation Meeting <ul style="list-style-type: none"> Identify goals and objectives Develop work plan, milestones, and target dates Establish Meeting Schedule 	Within 30 days of re-award	PMO, Key Project Team, Department
Risk Register <ul style="list-style-type: none"> Draft Risk Register Conduct Risk Assessment Session Conduct Risk Mitigation Session Finalize Risk Register 	Within 60 days of re-award	PMO, Project Team
Internal Workflow Process Workshop <ul style="list-style-type: none"> Conduct Workflow Process Workshop Create End-to-End Process Model Review First Draft Modifications/Finalize Draft for Submission to Department 	Within 30 days of implementation meeting	PMO, Project Team
Approve Final Workflow Modifications	Within 30 days of receipt	Department
Publish Internal Process Flows	Within 30 days of approval	PMO, Project Team
Ascend/Departmental meeting and Reporting Schedule <ul style="list-style-type: none"> Determine Meeting and Reporting Plan Identify Standing Agenda Identify Report Content and Frequency 	Implementation Meeting	PMO, Project Team
State Policy Changes/CMS Direction <ul style="list-style-type: none"> Workshop Federal direction and state approaches Develop workgroups to implement steps defined in <i>Proposal Section 3.A.2.</i> Define goals and associated plan Define Integration Plan Finalize Approach, Milestones, Timeline 	Begins at implementation	PMO, Project Team
Documentation and Development of Technical Requirements <ul style="list-style-type: none"> UAI Requirements (Identify internal system modifications, Identify Departmental Portal Modifications) Reporting Requirements (Identify Reporting Needs) Data Interface modifications (identify and confirm requirements and develop timeline for automation of FTP upload process, including automation of nightly batch process to create the extract and to update records when demographics are updated same day) 	Begins at implementation	PMO, Project Team
System Development <ul style="list-style-type: none"> Groom requirements with Development and QA team Design and document development specifications Develop changes Conduct Unit Testing 	Milestones will be established with the Department	BA, Developers

TASK	TIME FRAME	RESPONSIBLE
<ul style="list-style-type: none"> Develop QA Test Plan and Documentation of Test Cases Execute Demonstrate Progress in Milestone Reviews Publish System Modifications 		
Communications Plan <ul style="list-style-type: none"> Define Communications Plan Draft transition messaging as necessary Identify milestones Execute Communications Plan 	Within 30 days of implementation meeting	Communications Department
Procedures <ul style="list-style-type: none"> Define changes to internal staff procedures Draft changes to provider procedures Define changes for state service procedures Define changes to pay schedule Define changes to quality procedures Define additional procedure changes Draft procedure revisions Submit procedure modification to the Department Publish final procedures 	Milestones will be established with the Department	Procedures Department
Training <ul style="list-style-type: none"> Complete State Training/User Guides Complete Staff Training/User Guides Complete Provider Training Materials Send Training Announcement (if applicable) Send Training Announcement Reminder Determine Training Logistics Train State Users Train Staff Train Other Users 	Milestones will be established with the Department	Training Department

APPENDIX A: *Request for Proposal Form and Insurance Certificate*

The ***Request for Proposal Form***, signed by a duly authorized Ascend representative, follows this page.
Ascend's ***Certificate of Insurance*** follows the Request for Proposal Form.

State of Nebraska (State Purchasing Bureau)
REQUEST FOR PROPOSAL FOR CONTRACTUAL
SERVICES FORM

RETURN TO:
State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508
Phone: 402-471-6500
Fax: 402-471-2089

SOLICITATION NUMBER	RELEASE DATE
RFP 5165Z1	November 25, 2015
OPENING DATE AND TIME	PROCUREMENT CONTACT
January 06, 2016 at 2:00 p.m. Central Time	Teresa Fleming/Michelle Thompson

This form is part of the specification package and must be signed in ink and returned, along with proposal documents, by the opening date and time specified.

PLEASE READ CAREFULLY!

SCOPE OF SERVICE

The State of Nebraska, Administrative Services (AS), Materiel Division, State Purchasing Bureau, is issuing this Request for Proposal, RFP Number 5165Z1 for the purpose of selecting a qualified contractor to provide Preadmission Screening and Resident Review (PASRR) services statewide.

Written questions are due no later than December 10, 2015, and should be submitted via e-mail to as.materielpurchasing@nebraska.gov. Written questions may also be sent by facsimile to (402) 471-2089.

Bidder should submit one (1) original of the entire proposal. Proposals must be submitted by the proposal due date and time.

PROPOSALS MUST MEET THE REQUIREMENTS OUTLINED IN THIS REQUEST FOR PROPOSAL TO BE CONSIDERED VALID. PROPOSALS WILL BE REJECTED IF NOT IN COMPLIANCE WITH THESE REQUIREMENTS.

1. Sealed proposals must be received in State Purchasing Bureau by the date and time of proposal opening per the schedule of events. No late proposals will be accepted. No electronic, e-mail, fax, voice, or telephone proposals will be accepted.
2. This form "REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES" MUST be manually signed, in ink, and returned by the proposal opening date and time along with bidder's proposal and any other requirements as specified in the Request for Proposal in order for a bidder's proposal to be evaluated.
3. It is the responsibility of the bidder to check the website for all information relevant to this solicitation to include addenda and/or amendments issued prior to the opening date. Website address is as follows:
<http://das.nebraska.gov/materiel/purchasing.html>

IMPORTANT NOTICE: Pursuant to Neb. Rev. Stat. §84-602.02, all State contracts in effect as of January 1, 2014 will be posted to a public website beginning July 1, 2014. All non-proprietary or non-confidential information as defined by Law **WILL BE POSTED FOR PUBLIC VIEWING**.

Contractor hereby grants permission to the State of Nebraska and/or its agencies to reprint or republish any and all copyrighted documents related to Contractor's response to this Request for Proposal, and any and all figures, illustrations, photographs, charts, and other supplementary material on a website accessible by the public pursuant to Neb. Rev. Stat. §84-602.02. This waiver does not apply to proprietary information properly submitted in a separate sealed, package clearly marked "Proprietary."

Contractor represents and warrants that the contents of this response to Request for Proposal and all figures, illustrations, photographs, charts, and other supplementary material herein are original and do not libel anyone or infringe upon any patent, copyright, proprietary right, or any other right whatsoever of any other party. Contractor represents and warrants that Contractor has full power and authority to execute this Copyright Release and to grant the State of Nebraska and/or its agencies the right granted herein.

Contractor agrees to indemnify, defend, and hold harmless the State of Nebraska and/or its agencies against any and all claims, suits, and/or judgments, including costs, expenses, damages, and reasonable legal fees

based upon and arising from Contractor's violation of the rights of others and/or by reason of a breach of any of the foregoing warranties.

BIDDER MUST COMPLETE THE FOLLOWING

By signing this Request for Proposal for Contractual Services form, the bidder guarantees compliance with the provisions stated in this Request for Proposal, agrees to the terms and conditions unless otherwise agreed to (see Section III) and certifies that bidder maintains a drug free work place environment.

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 Contractors. This information is for statistical purposes only and will not be considered for contract award purposes.

NEBRASKA CONTRACTOR AFFIDAVIT: Bidder hereby attests that bidder is a Nebraska Contractor. "Nebraska Contractor" 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 RFP.

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.

FIRM: Ascend Management Innovations LLC

COMPLETE ADDRESS: 840 Crescent Centre Drive, Suite 400, Franklin, TN 37067

TELEPHONE NUMBER: 877-431-1388

FAX NUMBER: 877-431-9568

SIGNATURE: 

DATE: 1-11-16

TYPED NAME & TITLE OF SIGNER: Teri Lepley, Chief Executive Officer



ASCEMAN-01

KOTIANSR

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/22/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis of Tennessee, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 37230-5191	CONTACT NAME: Willis Certificate Center	
	PHONE (A/C, No, Ext): (877) 945-7378	FAX (A/C, No): (888) 467-2378
	E-MAIL ADDRESS: certificates@willis.com	
INSURED Ascend Management Innovations LLC 840 Crescent Centre Drive Suite 400 Franklin, TN 37067	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Sentinel Insurance Company Ltd.	
	INSURER B: Hartford Fire Insurance Company	
	INSURER C: Darwin Select Insurance Company	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	X	20SBAUT0644SA	05/16/2015	05/16/2016	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
							MED EXP (Any one person) \$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY						
	<input type="checkbox"/> ANY AUTO			20SBAUT0644SA	05/16/2015	05/16/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS						
A	<input checked="" type="checkbox"/> UMBRELLA LIAB						EACH OCCURRENCE \$ 4,000,000
	<input type="checkbox"/> EXCESS LIAB			20SBAUT0644SA	05/16/2015	05/16/2016	AGGREGATE \$ 4,000,000
	<input type="checkbox"/> CLAIMS-MADE						
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N		20 WEC AE4786	05/16/2015	05/16/2016	E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X				E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000
C	Professional Liab			0305-5886	05/16/2015	05/16/2016	See Attached

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The State of Nebraska is included as an Additional Insured as respects to General Liability.

General Liability policy shall be Primary and Non-contributory with any other insurance in force for or which may be purchased by Additional Insured.

Waiver of Subrogation applies in favor of The State of Nebraska with respects to General Liability and Workers Compensation as permitted by law.

CERTIFICATE HOLDER

CANCELLATION

The State of Nebraska
Administrative Services
State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, NE 68508

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Kell Holla

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ADDITIONAL COVERAGE SCHEDULE

COVERAGE	LIMITS
POLICY TYPE: Professional Liability (E&O/Cyber) CARRIER: Darwin Select Insurance Company POLICY TERM: 05/16/2015 – 05/16/2016 POLICY NUMBER: 0305-5886	Shared Aggregate Limit: \$5,000,000 (Limit Shared w/ D&O, EPL, Fid) Retention: \$25,000

BUSINESS LIABILITY COVERAGE FORM

QUICK REFERENCE
BUSINESS LIABILITY COVERAGE FORM
READ YOUR POLICY CAREFULLY

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BUSINESS LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the stock insurance company member of The Hartford providing this insurance.

The word "insured" means any person or organization qualifying as such under Section C. - Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section G. - Liability And Medical Expenses Definitions.

A. COVERAGES

1. BUSINESS LIABILITY COVERAGE (BODILY INJURY, PROPERTY DAMAGE, PERSONAL AND ADVERTISING INJURY)

Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance does not apply.

We may, at our discretion, investigate any "occurrence" or offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section D. - Liability And Medical Expenses Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Coverage Extension - Supplementary Payments.

- b. This insurance applies:

- (1) To "bodily injury" and "property damage" only if:

- (a) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

- (b) The "bodily injury" or "property damage" occurs during the policy period; and

- (c) Prior to the policy period, no insured listed under Paragraph 1. of Section C. - Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

- (2) To "personal and advertising injury" caused by an offense arising out of your business, but only if the offense was committed in the "coverage territory" during the policy period.

- c. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section C. - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

BUSINESS LIABILITY COVERAGE FORM

- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
 - (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.
- d. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".
- e. **Incidental Medical Malpractice**
- (1) "Bodily injury" arising out of the rendering of or failure to render professional health care services as a physician, dentist, nurse, emergency medical technician or paramedic shall be deemed to be caused by an "occurrence", but only if:
 - (a) The physician, dentist, nurse, emergency medical technician or paramedic is employed by you to provide such services; and
 - (b) You are not engaged in the business or occupation of providing such services.
 - (2) For the purpose of determining the limits of insurance for incidental medical malpractice, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence".

2. MEDICAL EXPENSES

Insuring Agreement

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
- (1) On premises you own or rent;
 - (2) On ways next to premises you own or rent; or
 - (3) Because of your operations;
- provided that:
- (1) The accident takes place in the "coverage territory" and during the policy period;
 - (2) The expenses are incurred and reported to us within three years of the date of the accident; and
 - (3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

3. COVERAGE EXTENSION - SUPPLEMENTARY PAYMENTS

- a. We will pay, with respect to any claim or "suit" we investigate or settle, or any "suit" against an insured we defend:
- (1) All expenses we incur.
 - (2) Up to \$1,000 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Business Liability Coverage for "bodily injury" applies. We do not have to furnish these bonds.
 - (3) The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
 - (4) All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.
 - (5) All costs taxed against the insured in the "suit".
 - (6) Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
 - (7) All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

Any amounts paid under (1) through (7) above will not reduce the limits of insurance.

b. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

- (1) The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
- (2) This insurance applies to such liability assumed by the insured;
- (3) The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
- (4) The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interest of the indemnitee;
- (5) The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- (6) The indemnitee:
 - (a) Agrees in writing to:
 - (i) Cooperate with us in the investigation, settlement or defense of the "suit";
 - (ii) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (iii) Notify any other insurer whose coverage is available to the indemnitee; and
 - (iv) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
 - (b) Provides us with written authorization to:
 - (i) Obtain records and other information related to the "suit"; and
 - (ii) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments.

Notwithstanding the provisions of Paragraph 1.b.(b) of Section B. – Exclusions, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the Limits of Insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

- (1) We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- (2) The conditions set forth above, or the terms of the agreement described in Paragraph (6) above, are no longer met.

B. EXCLUSIONS

1. Applicable To Business Liability Coverage

This insurance does not apply to:

a. Expected Or Intended Injury

- (1) "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property; or
- (2) "Personal and advertising injury" arising out of an offense committed by, at the direction of or with the consent or acquiescence of the insured with the expectation of inflicting "personal and advertising injury".

b. Contractual Liability

- (1) "Bodily injury" or "property damage"; or
- (2) "Personal and advertising injury"

for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement.

This exclusion does not apply to liability for damages because of:

- (a) "Bodily injury", "property damage" or "personal and advertising injury" that the insured would have in the absence of the contract or agreement; or

BUSINESS LIABILITY COVERAGE FORM

(b) "Bodily injury" or "property damage" assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purpose of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage" provided:

- (i) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract", and
- (ii) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business, or

- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to any insured. However, this subparagraph does not apply to:

- (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

(ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
 - (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
 - (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - (i) Any insured; or
 - (ii) Any person or organization for whom you may be legally responsible;
 - (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
 - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
 - (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or
 - (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".
- (2) Any loss, cost or expense arising out of any:
- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
 - (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".
- However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

BUSINESS LIABILITY COVERAGE FORM

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 51 feet long; and
 - (b) Not being used to carry persons for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;
- (5) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment"; or
- (6) An aircraft that is not owned by any insured and is hired, chartered or loaned with a paid crew. However, this exception does not apply if the insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

- (2) The use of "mobile equipment" in, or while in practice or preparation for, a prearranged racing, speed or demolition contest or in any stunting activity.

i. War

"Bodily injury", "property damage" or "personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Professional Services

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional service. This includes but is not limited to:

- (1) Legal, accounting or advertising services;
- (2) Preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications;
- (3) Supervisory, inspection, architectural or engineering activities;
- (4) Medical, surgical, dental, x-ray or nursing services treatment, advice or instruction;
- (5) Any health or therapeutic service treatment, advice or instruction;
- (6) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming;
- (7) Optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;

- (8) Optometry or optometric services including but not limited to examination of the eyes and the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products;
- (9) Any:
 - (a) Body piercing (not including ear piercing);
 - (b) Tattooing, including but not limited to the insertion of pigments into or under the skin; and
 - (c) Similar services;
- (10) Services in the practice of pharmacy; and
- (11) Computer consulting, design or programming services, including web site design.

Paragraphs (4) and (5) of this exclusion do not apply to the Incidental Medical Malpractice coverage afforded under Paragraph 1.e. in Section A. - Coverages.

k. Damage To Property

"Property damage" to:

- (1) Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate Limit of Insurance applies to Damage To Premises Rented To You as described in Section D. - Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3) and (4) of this exclusion do not apply to the use of elevators.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs (3) and (4) of this exclusion do not apply to "property damage" to borrowed equipment while not being used to perform operations at a job site.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

l. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

m. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

n. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

BUSINESS LIABILITY COVERAGE FORM

o. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

p. Personal And Advertising Injury

"Personal and advertising injury":

- (1) Arising out of oral, written or electronic publication of material, if done by or at the direction of the insured with knowledge of its falsity;
- (2) Arising out of oral, written or electronic publication of material whose first publication took place before the beginning of the policy period;
- (3) Arising out of a criminal act committed by or at the direction of the insured;
- (4) Arising out of any breach of contract, except an implied contract to use another's "advertising idea" in your "advertisement";
- (5) Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement";
- (6) Arising out of the wrong description of the price of goods, products or services;
- (7) Arising out of any violation of any intellectual property rights such as copyright, patent, trademark, trade name, trade secret, service mark or other designation of origin or authenticity.

However, this exclusion does not apply to infringement, in your "advertisement", of

- (a) Copyright;
- (b) Slogan, unless the slogan is also a trademark, trade name, service mark or other designation of origin or authenticity; or

(c) Title of any literary or artistic work;

- (8) Arising out of an offense committed by an insured whose business is:

- (a) Advertising, broadcasting, publishing or telecasting;
- (b) Designing or determining content of web sites for others; or
- (c) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs a., b. and c. under the definition of "personal and advertising injury" in Section G. – Liability And Medical Expenses Definitions.

For the purposes of this exclusion, placing an "advertisement" for or linking to others on your web site, by itself, is not considered the business of advertising, broadcasting, publishing or telecasting;

- (9) Arising out of an electronic chat room or bulletin board the insured hosts, owns, or over which the insured exercises control;
- (10) Arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatags, or any other similar tactics to mislead another's potential customers;
- (11) Arising out of the violation of a person's right of privacy created by any state or federal act.

However, this exclusion does not apply to liability for damages that the insured would have in the absence of such state or federal act;

- (12) Arising out of:

- (a) An "advertisement" for others on your web site;
- (b) Placing a link to a web site of others on your web site;
- (c) Content from a web site of others displayed within a frame or border on your web site. Content includes information, code, sounds, text, graphics or images; or
- (d) Computer code, software or programming used to enable:
 - (i) Your web site; or
 - (ii) The presentation or functionality of an "advertisement" or other content on your web site;

- (13) Arising out of a violation of any anti-trust law;
- (14) Arising out of the fluctuation in price or value of any stocks, bonds or other securities; or
- (15) Arising out of discrimination or humiliation committed by or at the direction of any "executive officer", director, stockholder, partner or member of the insured.

q. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

r. Employment-Related Practices

"Bodily injury" or "personal and advertising injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" or "personal and advertising injury" to the person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

s. Asbestos

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the "asbestos hazard".
- (2) Any damages, judgments, settlements, loss, costs or expenses that:

- (a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";
- (b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or
- (c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

t. Violation Of Statutes That Govern E-Mails, Fax, Phone Calls Or Other Methods Of Sending Material Or Information

"Bodily injury", "property damage", or "personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- (3) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

Damage To Premises Rented To You – Exception For Damage By Fire, Lightning or Explosion

Exclusions c. through h. and k. through o. do not apply to damage by fire, lightning or explosion to premises rented to you or temporarily occupied by you with permission of the owner. A separate Limit of Insurance applies to this coverage as described in Section D. - Liability And Medical Expenses Limits Of Insurance.

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2. Applicable To Medical Expenses Coverage

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports or athletic contests.

f. Products-Completed Operations Hazard

Included with the "products-completed operations hazard".

g. Business Liability Exclusions

Excluded under Business Liability Coverage.

C. WHO IS AN INSURED

1. If you are designated in the Declarations as:

- a.** An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b.** A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c.** A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d.** An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

- e.** A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

a. Employees And Volunteer Workers

Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, none of these "employees" or "volunteer workers" are insureds for:

- (1)** "Bodily injury" or "personal and advertising injury":

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph **(1)(a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1)(a)** or **(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

If you are not in the business of providing professional health care services, Paragraph **(d)** does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.

- (2)** "Property damage" to property:

(a) Owned, occupied or used by,

- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

e. Unnamed Subsidiary

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

- b. Coverage under this provision does not apply to:

- (1) "Bodily injury" or "property damage" that occurred; or
- (2) "Personal and advertising injury" arising out of an offense committed

before you acquired or formed the organization.

4. Operator Of Mobile Equipment

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Operator of Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written

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contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by an endorsement issued by us and made a part of this Coverage Part, including all persons or organizations added as additional insureds under the specific additional insured coverage grants in Section F. – Optional Additional Insured Coverages.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- (1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Subparagraphs (d) or (f); or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

- (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

c. Lessors Of Land Or Premises

- (1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 - (a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or
 - (b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

- (1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (a) In connection with your premises; or
 - (b) In the performance of your ongoing operations performed by you or on your behalf.
- (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:
This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:
 - (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
 - (b) Supervisory, inspection, architectural or engineering activities.

e. Permits Issued By State Or Political Subdivisions

- (1) Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 - (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
 - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

- (1) Any other person or organization who is not an insured under Paragraphs a. through e. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (a) In the performance of your ongoing operations;
 - (b) In connection with your premises owned by or rented to you; or
 - (c) In connection with "your work" and included within the "products-completed operations hazard", but only if
 - (i) The written contract or written agreement requires you to provide such coverage to such additional insured; and
 - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

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- (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (b) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds are described in Section **D. – Limits Of Insurance**.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E. – Liability And Medical Expenses General Conditions**.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE

1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

2. Aggregate Limits

The most we will pay for:

- a. Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" is the Products-Completed Operations Aggregate Limit shown in the Declarations.
- b. Damages because of all other "bodily injury", "property damage" or "personal and advertising injury", including medical expenses, is the General Aggregate Limit shown in the Declarations.

This General Aggregate Limit applies separately to each of your "locations" owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or right-of-way of a railroad.

This General Aggregate limit does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire, lightning or explosion.

3. Each Occurrence Limit

Subject to **2.a.** or **2.b** above, whichever applies, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

4. Personal And Advertising Injury Limit

Subject to **2.b.** above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations.

5. Damage To Premises Rented To You Limit

The Damage To Premises Rented To You Limit is the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

6. How Limits Apply To Additional Insureds

The most we will pay on behalf of a person or organization who is an additional insured under this Coverage Part is the lesser of:

- a. The limits of insurance specified in a written contract, written agreement or permit issued by a state or political subdivision; or
- b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Declarations and described in this Section.

If more than one limit of insurance under this policy and any endorsements attached thereto applies to any claim or "suit", the most we will pay under this policy and the endorsements is the single highest limit of liability of all coverages applicable to such claim or "suit". However, this paragraph does not apply to the Medical Expenses limit set forth in Paragraph 3. above.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. Notice Of Occurrence Or Offense

You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. Notice Of Claim

If a claim is made or "suit" is brought against any insured, you or any additional insured must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You or any additional insured must see to it that we receive a written notice of the claim or "suit" as soon as practicable.

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation, settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insured's Own Cost

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. Additional Insured's Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs a. and b. apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

- (1) You or any additional insured that is an individual;
- (2) Any partner, if you or an additional insured is a partnership;
- (3) Any manager, if you or an additional insured is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;
- (5) Any trustee, if you or an additional insured is a trust; or
- (6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

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This Paragraph f. applies separately to you and any additional insured.

3. Financial Responsibility Laws

- a. When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, the insurance provided by the policy for "bodily injury" liability and "property damage" liability will comply with the provisions of the law to the extent of the coverage and limits of insurance required by that law.
- b. With respect to "mobile equipment" to which this insurance applies, we will provide any liability, uninsured motorists, underinsured motorists, no-fault or other coverage required by any motor vehicle law. We will provide the required limits for those coverages.

4. Legal Action Against Us

No person or organization has a right under this Coverage Form:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Form unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

5. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom a claim is made or "suit" is brought.

6. Representations

a. When You Accept This Policy

By accepting this policy, you agree:

- (1) The statements in the Declarations are accurate and complete;
- (2) Those statements are based upon representations you made to us; and

- (3) We have issued this policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

7. Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when b. below applies. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section A. – Coverages.

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion k. of Section A. – Coverages.

(6) When You Are Added As An Additional Insured To Other Insurance

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (a) and (b) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

8. Transfer Of Rights Of Recovery Against Others To Us**a. Transfer Of Rights Of Recovery**

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

BUSINESS LIABILITY COVERAGE FORM

F. OPTIONAL ADDITIONAL INSURED COVERAGES

If listed or shown as applicable in the Declarations, one or more of the following Optional Additional Insured Coverages also apply. When any of these Optional Additional Insured Coverages apply, Paragraph 6. (Additional Insureds When Required by Written Contract, Written Agreement or Permit) of Section C., Who Is An Insured, does not apply to the person or organization shown in the Declarations. These coverages are subject to the terms and conditions applicable to Business Liability Coverage in this policy, except as provided below:

1. Additional Insured - Designated Person Or Organization

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- a. In the performance of your ongoing operations; or
- b. In connection with your premises owned by or rented to you.

2. Additional Insured - Managers Or Lessors Of Premises

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Designated Person Or Organization; but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Declarations.

- b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

3. Additional Insured - Grantor Of Franchise

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Grantor Of Franchise, but only with respect to their liability as grantor of franchise to you.

4. Additional Insured - Lessor Of Leased Equipment

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Lessor of Leased Equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

- b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

5. Additional Insured - Owners Or Other Interests From Whom Land Has Been Leased

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Owners Or Other Interests From Whom Land Has Been Leased, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you and shown in the Declarations.

- b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) Any "occurrence" that takes place after you cease to lease that land; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

6. Additional Insured - State Or Political Subdivision - Permits

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the state or political subdivision shown in the Declarations as an Additional

Insured – State Or Political Subdivision - Permits, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

- b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
- (2) "Bodily injury" or "property damage" included in the "product-completed operations" hazard.

7. Additional Insured – Vendors

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) (referred to below as vendor) shown in the Declarations as an Additional Insured - Vendor, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- b. The insurance afforded to the vendor is subject to the following additional exclusions:

- (1) This insurance does not apply to:
 - (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - (b) Any express warranty unauthorized by you;
 - (c) Any physical or chemical change in the product made intentionally by the vendor;
 - (d) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- (i) The exceptions contained in Subparagraphs (d) or (f); or

- (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

8. Additional Insured – Controlling Interest

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Controlling Interest, but only with respect to their liability arising out of:

- a. Their financial control of you; or
- b. Premises they own, maintain or control while you lease or occupy these premises.

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This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

9. Additional Insured – Owners, Lessees Or Contractors – Scheduled Person Or Organization

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Owner, Lessees Or Contractors, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (1) In the performance of your ongoing operations for the additional insured(s); or
- (2) In connection with "your work" performed for that additional insured and included within the "products-completed operations hazard", but only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

10. Additional Insured – Co-Owner Of Insured Premises

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or Organization(s) shown in the Declarations as an Additional Insured – Co-Owner Of Insured Premises, but only with respect to their liability as co-owner of the premises shown in the Declarations.

The limits of insurance that apply to additional insureds are described in Section D. – Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section E. – Liability And Medical Expenses General Conditions.

G. LIABILITY AND MEDICAL EXPENSES DEFINITIONS

1. "Advertisement" means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:

- a. (1) Radio;
- (2) Television;
- (3) Billboard;
- (4) Magazine;
- (5) Newspaper;
- b. The Internet, but only that part of a web site that is about goods, products or services for the purposes of inducing the sale of goods, products or services; or
- c. Any other publication that is given widespread public distribution.

However, "advertisement" does not include:

- a. The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or
- b. An interactive conversation between or among persons through a computer network.

2. "Advertising idea" means any idea for an "advertisement".

3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.

4. "Auto" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".

5. "Bodily injury" means physical:

- a. Injury;
- b. Sickness; or
- c. Disease

sustained by a person and, if arising out of the above, mental anguish or death at any time.

6. "Coverage territory" means:

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- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
- b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in a. above;
- c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in a. above;
 - (2) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; or
 - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

provided the insured's responsibility to pay damages is determined in the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory, or in a settlement we agree to.

- 7. "Electronic data" means information, facts or programs:
 - a. Stored as or on;
 - b. Created or used on; or
 - c. Transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
- 8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
- 9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
- 10. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
- 11. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
 - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

- b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by:

- a. The repair, replacement, adjustment or removal of "your product" or "your work"; or
- b. Your fulfilling the terms of the contract or agreement.

12. "Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is subject to the Damage To Premises Rented To You limit described in Section D. – Liability and Medical Expenses Limits of Insurance.
- b. A sidetrack agreement;
- c. Any easement or license agreement, including an easement or license agreement in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. Any obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement; or
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. includes that part of any contract or agreement that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing.

However, Paragraph f. does not include that part of any contract or agreement:

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- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
- (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.
13. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
14. "Loading or unloading" means the handling of property:
- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
 - b. While it is in or on an aircraft, watercraft or "auto"; or
 - c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;
- but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".
15. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - b. Vehicles maintained for use solely on or next to premises you own or rent;
 - c. Vehicles that travel on crawler treads;
 - d. Vehicles, whether self-propelled or not, on which are permanently mounted:
- (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in a., b., c., or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
- (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in a., b., c., or d. above maintained primarily for purposes other than the transportation of persons or cargo.
- However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
- (1) Equipment, of at least 1,000 pounds gross vehicle weight, designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
 - (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.
16. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
17. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
- a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;

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- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that the person occupies, committed by or on behalf of its owner, landlord or lessor;
 - d. Oral, written or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - e. Oral, written or electronic publication of material that violates a person's right of privacy;
 - f. Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement";
 - g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement"; or
 - h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.
18. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
19. "Products-completed operations hazard";
- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
 - (1) Products that are still in your physical possession; or
 - (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed to be completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.
- Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.
- The "bodily injury" or "property damage" must occur away from premises you own or rent, unless your business includes the selling, handling or distribution of "your product" for consumption on premises you own or rent.
- b. Does not include "bodily injury" or "property damage" arising out of:
 - (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured; or
 - (2) The existence of tools, uninstalled equipment or abandoned or unused materials.
20. "Property damage" means:
- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
 - b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of "occurrence" that caused it.
- As used in this definition, "electronic data" is not tangible property.
21. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:
- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.
22. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
23. "Volunteer worker" means a person who:
- a. Is not your "employee";

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- b. Donates his or her work;
- c. Acts at the direction of and within the scope of duties determined by you; and
- d. Is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

24. "Your product":

a. Means:

- (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(a) You;

(b) Others trading under your name; or

(c) A person or organization whose business or assets you have acquired; and

- (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

- (2) The providing of or failure to provide warnings or instructions.

- c. Does not include vending machines or other property rented to or located for the use of others but not sold.

25. "Your work":

a. Means:

- (1) Work or operations performed by you or on your behalf; and

- (2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and

- (2) The providing of or failure to provide warnings or instructions.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WORKERS' COMPENSATION BROAD FORM ENDORSEMENT EXTENDED OPTIONS

Policy Number: 20 WEC AE4786

Endorsement Number:

Effective Date: 05/16/15

Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: ASCEND MANAGEMENT INNOVATIONS, LLC

840 CRESCENT CENTRE DR STE 400
FRANKLIN, TN 37067

Section I of this endorsement expands coverage provided under WC 00 00 00.

Section II of this endorsement provides additional coverage usually only provided by endorsement.

Section III of this endorsement is a Schedule of Covered States.

You may use the index to locate these coverage features quickly:

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SECTION I

PARTS ONE and TWO

1. WE WILL ALSO PAY

D. We Will Also Pay of Part One (WORKERS' COMPENSATION INSURANCE); and

E. We Will Also Pay of Part Two (EMPLOYERS' LIABILITY INSURANCE) is replaced by the following:

We Will Also Pay

We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding, or suit we defend:

1. reasonable expenses incurred at our request, **INCLUDING** loss of earnings;
2. premiums for bonds to release attachments and for appeal bonds in bond amounts up to the limit of our liability under this insurance;
3. litigation costs taxed against you;
4. interest on a judgment as required by law until we offer the amount due under this law; and
5. expenses we incur.

PART THREE

2. How This Insurance Applies

Paragraph 4. of **A. How This Insurance Applies** of **Part 3** (Other States Insurance) is replaced by the following:

4. If you have work on the effective date of this policy in any state not listed in Item 3.A.

of the Information Page, coverage will not be afforded for that state unless we are notified within **sixty** days.

PART SIX

3. Transfer Of Your Rights and Duties

C. Transfer Of Your Rights and Duties of Part 6 (Conditions) is replaced by the following:

Your rights or duties under this policy may not be transferred without our written consent.

If you die and we receive notice within **sixty** days after your death, we will cover your legal representative as insured.

4. Cancellation

Paragraph 2. of **D. Cancellation of Part 6** (Conditions) is replaced by the following:

2. We may cancel this policy for non-payment of premium. We must mail or deliver to you not less than **15** business days advance written notice stating when the cancellation is to take effect. Mailing that notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice.

5. Liberalization

If we adopt a change in this form that would broaden the coverage of this form without extra charge, the broader coverage will apply to this policy. It will apply when the change becomes effective in your state.

SECTION II

VOLUNTARY COMPENSATION AND EMPLOYERS' LIABILITY COVERAGE

6. Voluntary Compensation Insurance

A. How This Insurance Applies

This insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. The bodily injury must be sustained by any officer or employee not subject to the workers' compensation law of any state shown in Item 3.A. of the Information Page.

2. The bodily injury must arise out of and in the course of employment or incidental to work in a state shown in Item 3.A. of the Information Page.

3. The bodily injury must occur in the United States of America, its territories or possessions, or Canada, and may occur elsewhere if the employee is a United States or Canadian citizen, or otherwise legal resident, and legally employed, in the United States or Canada and temporarily away from those places.

4. Bodily injury by accident must occur during the policy period.
5. Bodily injury by disease must be caused or aggravated by the conditions of the officer's or employee's employment. The officer's or employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.

B. We Will Pay

We will pay an amount equal to the benefits that would be required of you as if you and your employees were subject to the workers' compensation law of any state shown in Item 3.A. of the Information Page. We will pay those amounts to the persons who would be entitled to them under the law.

C. Exclusion

This insurance does not cover:

1. any obligation imposed by workers' compensation or occupational disease law or any similar law.
2. bodily injury intentionally caused or aggravated by you.
3. officers or employees who have elected not to be subject to the state workers' compensation law.
4. partners or sole proprietors not covered under the Standard Sole Proprietors, Partners, Officers and Others Coverage Endorsement.

D. Before We Pay

Before we pay benefits to the persons entitled to them, they must:

1. Release you and us, in writing, of all responsibility for the injury or death.
2. Transfer to us their right to recover from others who may be responsible for the injury or death.
3. Cooperate with us and do everything necessary to enable us to enforce the right to recover from others.

If the persons entitled to the benefits of this insurance fail to do those things, our duty to pay ends at once. If they claim damages from you or from us for the injury or death, our duty to pay ends at once.

E. Recovery From Others

If we make a recovery from others, we will keep an amount equal to our expenses of recovery and the benefits we paid. We will pay the balance to the persons entitled to it. If the persons entitled to the benefits of this insurance make a recovery from others, they must reimburse us for the benefits we paid them.

F. Employers' Liability Insurance

Part Two (Employers' Liability Insurance) applies to bodily injury covered by this endorsement as though the State of Employment was shown in Item 3.A. of the Information Page.

EMPLOYERS' LIABILITY STOP GAP COVERAGE

7. Employers' Liability Stop Gap Coverage

- A. This coverage only applies in North Dakota, Ohio, Washington and Wyoming.
- B. Part One (Workers' Compensation Insurance) does not apply to work in states shown in Paragraph A above.
- C. Part Two (Employers' Liability Insurance) applies in the states, shown in Paragraph A., as though they were shown in Item 3.A. of the Information Page.
- D. Part Two, Section C. **Exclusions** is changed by adding these exclusions.

This insurance does not cover;

5. bodily injury intentionally caused or aggravated by you or in Ohio bodily injury resulting from an act which is determined by an Ohio court of law to have been committed by you with the belief that an injury is substantially certain to occur. However, the cost of defending such claims or suits in Ohio is covered.

13. bodily injury sustained by any member of the flying crew of any aircraft.

14. any claim for bodily injury with respect to which you are deprived of any defense or defenses or are otherwise subject to penalty because of default in premium under the provisions of the workers' compensation law or laws of a state shown in Paragraph A.

EXTENDED OPTIONS

1. Employers' Liability Insurance

Item 3.B. of the Information Page is replaced by the following:

B. Employers' Liability Insurance:

1. Part Two of the policy applies to work in each state listed in Item 3.A.

The Limits of Liability under Part Two are the higher of:

Bodily Injury by Accident	\$500,000	Each Accident
Bodily Injury by Disease	\$500,000	Policy Limit
Bodily Injury by Disease	\$500,000	Each Employee

OR

2. The amount shown in the Information Page.

2. Unintentional Failure to Disclose Hazards

If you unintentionally should fail to disclose all existing hazards at the inception date of your policy, we shall not deny coverage under this policy because of such failure.

3. Waiver of Our Right to Recover From Others

- A. We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against any person or organization for whom you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit anyone not named in the agreement.

- B. This provision 3. does not apply in the state of Utah.

4. Longshore and Harbor Workers' Compensation Act Coverage

General Section C. Workers' Compensation Law is replaced by the following:

C. Workers' Compensation Law

Workers' Compensation Law means the workers or workers' compensation law and occupational disease law of each state or territory named in Item 3.A. of the Information Page and the Longshore and Harbor Workers' Compensation Act (33 USC Sections 901-950). It includes any amendments to those laws that are in effect during the policy period. It does not include any other federal workers or workers' compensation law, other federal occupational disease law or the provisions of any law that provide nonoccupational disability benefits.

Part Two (Employers' Liability Insurance), C. Exclusions, exclusion 8, does not apply to work subject to the Longshore and Harbor Workers' Compensation Act.

This coverage does not apply to work subject to the Defense Base Act, the Outer Continental Shelf Lands Act, or the Nonappropriated Fund Instrumentalities Act.

SECTION III

1. SCHEDULE OF COVERED STATES

- A. This endorsement only applies in the states listed in this Schedule of Covered States.

C. Schedule of Covered States:

PA

- B. If a state, shown in Item 3.A. of the Information Page, approves this endorsement after the effective date of this policy, this endorsement will apply to this policy. The coverage will apply in the new state on the effective date of the state approval.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)

This policy is subject to the following additional Conditions:

- A.** If this policy is cancelled by the Company, other than for non-payment of premium, notice of such cancellation will be provided at least thirty (30) days in advance of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.
- B.** If this policy is cancelled by the company for non-payment of premium, or by the insured, notice of such cancellation will be provided within ten (10) days of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record or the Company will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.

APPENDIX B: Section III Terms and Conditions

Section III: Terms and Conditions, initialed by a duly authorized representative of Ascend and signifying our acceptance of the requirements for this RFP along with any exceptions, follows this page.

III. TERMS AND CONDITIONS

By signing the "Request for Proposal for Contractual Services" form, the bidder guarantees compliance with the provisions stated in this Request for Proposal, agrees to the Terms and Conditions unless otherwise agreed to, and certifies bidder maintains a drug free work place environment.

Bidders are expected to closely read the Terms and Conditions and provide a binding signature of intent to comply with the Terms and Conditions; provided, however, a bidder may indicate any exceptions to the Terms and Conditions by (1) clearly identifying the term or condition by subsection, and (2) including an explanation for the bidder's inability to comply with such term or condition which includes a statement recommending terms and conditions the bidder would find acceptable. Rejection in whole or in part of the Terms and Conditions may be cause for rejection of a bidder's proposal. **Bidders must include completed Section III with their proposal response.**

A. GENERAL

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
TH			

The contract resulting from this Request for Proposal shall incorporate the following documents:

1. Amendment to Contract Award with the most recent dated amendment having the highest priority;
2. Contract Award and any attached Addenda;
3. The Request for Proposal form and the Contractor's Proposal, signed in ink
4. Amendments to RFP and any Questions and Answers; and
5. The original RFP document and any Addenda.

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a 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 Contract Award with the most recent dated amendment having the highest priority, 2) Contract Award and any attached Addenda, 3) the signed Request for Proposal form and the Contractor's Proposal, 4) Amendments to RFP and any Questions and Answers, 5) the original RFP document and any Addenda.

Any ambiguity in any provision of this contract which shall be discovered after its execution shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska.

Once proposals are opened they become the property of the State of Nebraska and will not be returned.

B. AWARD

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
TH			

All purchases, leases, or contracts which are based on competitive proposals will be awarded according to the provisions in the Request for Proposal. The State reserves the right to reject any or all proposals, in whole or in part, or to award to multiple bidders in whole or in part, and at its discretion, may withdraw or amend the Request for Proposal at any time. The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal, and do not improve the bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State. The Request for Proposal does not commit the State to

award a contract. If, in the opinion of the State, revisions or amendments will require substantive changes in proposals, the due date may be extended.

By submitting a proposal in response to this Request for Proposal, the bidder grants to the State the right to contact or arrange a visit in person with any or all of the bidder's clients.

Once intent to award decision has been determined, it will be posted to the Internet at:
<http://das.nebraska.gov/materiel/purchasing.html>

Grievance and protest procedure is available on the Internet at:
http://das.nebraska.gov/materiel/purchase_bureau/docs/vendors/protest/ProtestGrievanceProcedureForVendors.pdf

Any protests must be filed by a vendor within ten (10) business days after the intent to award decision is posted to the Internet.

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

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
TR			

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 services to be covered by any contract resulting from this Request for Proposal.

D. PERMITS, REGULATIONS, LAWS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
TR			

The Contractor shall procure and pay for all permits, licenses, and approvals necessary for the execution of the contract. The Contractor shall comply with all applicable local, state, and federal laws, ordinances, rules, orders, and regulations.


E. OWNERSHIP OF INFORMATION AND DATA

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
TR			

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

The Contractor must guarantee that it has the full legal right to the materials, supplies, equipment, and other rights or titles (e.g. rights to licenses transfer or assign deliverables) necessary to execute this contract. The contract price shall, without exception, include compensation for all royalties and costs arising from patents, trademarks, and copyrights that are in any way involved in the contract. It shall be the responsibility of the Contractor to pay for all royalties and costs, and the State must be held harmless from any such claims.

F. INSURANCE REQUIREMENTS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
			ALTERNATIVE: To control costs to the Department for this project, we propose our current four million dollar Umbrella/Excess liability coverage, and we concur with all other coverage requirements. These limits are acceptable to all other contracting states. We are most willing, however, to meet these requirements at a negotiated rate.

The Contractor shall not commence work under this contract until all the insurance required hereunder has been obtained and such insurance has been approved by the State. The Contractor shall maintain all required insurance for the life of this contract and shall ensure that the State Purchasing Bureau has the most current certificate of insurance throughout the life of this contract. If Contractor will be utilizing any Subcontractors, the Contractor is responsible for obtaining the certificate(s) of insurance required herein under from any and all Subcontractor(s). The Contractor is also responsible for ensuring Subcontractor(s) maintain the insurance required until completion of the contract requirements. The Contractor shall not allow any Subcontractor to commence work on any Subcontract until all similar insurance required of the Subcontractor has been obtained and approved by the Contractor. Approval of the insurance by the State shall not limit, relieve, or decrease the liability of the Contractor hereunder.

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.

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 contractors' 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. This policy shall include a waiver of subrogation in favor of the State. The amounts of such insurance shall not be less than the limits stated hereinafter.

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 excess and non-contributory. The Commercial Automobile Liability Insurance shall be written to cover all Owned, Non-owned, and Hired vehicles.

3. INSURANCE COVERAGE AMOUNTS REQUIRED

WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY	
Coverage A	Statutory
Coverage B	Statutory
Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee
COMMERCIAL GENERAL LIABILITY	
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal/Advertising Injury	\$1,000,000 any one person
Bodily Injury/Property Damage	\$1,000,000 per occurrence
Fire Damage	\$50,000 any one fire
Medical Payments	\$5,000 any one person
COMMERCIAL AUTOMOBILE LIABILITY	
Bodily Injury/Property Damage	\$1,000,000 combined single limit
UMBRELLA/EXCESS LIABILITY	
Over Primary Insurance	\$5,000,000 per occurrence
SUBROGATION WAIVER	
"Waiver of Subrogation on the Worker's Compensation in favor of the State of Nebraska."	
LIABILITY WAIVER	
"The State of Nebraska, Certificate holder, is an additionally insured, primary & noncontributory on the General Liability."	
MEDICAL PROFESSIONAL LIABILITY	
	\$5,000,000 in aggregate \$500,000 per occurrence

4. EVIDENCE OF COVERAGE


The Contractor should furnish the State, with their proposal response, a certificate of insurance coverage complying with the above requirements to the attention of the Buyer at 402-471-2089 (fax).

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

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.

Notice of cancellation of any required insurance policy must be submitted to Administrative Services State Purchasing Bureau when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

G. COOPERATION WITH OTHER CONTRACTORS

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

The State may already have in place or choose to award supplemental contracts for work related to this Request for Proposal, or any portion thereof.

- The State reserves the right to award the contract jointly between two or more potential Contractors, if such an arrangement is in the best interest of the State.

2. The Contractor shall agree to cooperate with such other Contractors, and shall not commit or permit any act which may interfere with the performance of work by any other Contractor.

H. INDEPENDENT CONTRACTOR

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
TH			

It is agreed that nothing contained herein is intended or should be construed in any manner as creating or establishing the relationship of partners between the parties hereto. The Contractor represents that it has, or will secure at its own expense, all personnel required to perform the services under the contract. The Contractor's employees and other persons engaged in work or services required by the contractor under the contract shall have no contractual relationship with the State; they shall not be considered employees of the State.

All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination against the Contractor, its officers, or its agents) shall in no way be the responsibility of the State. The Contractor will hold the State harmless from any and all such claims. Such personnel or other persons shall not require nor be entitled to any compensation, rights, or benefits from the State including without limit, tenure rights, medical and hospital care, sick and vacation leave, severance pay, or retirement benefits.

I. CONTRACTOR RESPONSIBILITY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
TH			

The Contractor is solely responsible for fulfilling the contract, with responsibility for all services offered and products to be delivered as stated in the Request for Proposal, the Contractor's proposal, and the resulting contract. The Contractor shall be the sole point of contact regarding all contractual matters.

If the Contractor intends to utilize any Subcontractor's services, the Subcontractor's level of effort, tasks, and time allocation must be clearly defined in the Contractor'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. Following execution of the contract, the Contractor shall proceed diligently with all services and shall perform such services with qualified personnel in accordance with the contract.

J. CONTRACTOR PERSONNEL

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
TH			

The Contractor warrants that all persons assigned to the project shall be employees of the Contractor or specified Subcontractors, and shall be fully qualified to perform the work required herein. Personnel employed by the Contractor to fulfill the terms of the contract shall remain under the sole direction and control of the Contractor. The Contractor shall include a similar provision in any contract with any Subcontractor selected to perform work on the project.

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

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

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

1. any and all 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 and submitting any reports on such insurance to the extent required by governing State law; and
5. determining the hours to be worked and the duties to be performed by the Contractor's employees.

K. STATE OF NEBRASKA PERSONNEL RECRUITMENT PROHIBITION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
TK			

The Contractor shall not, at any time, recruit or employ any State employee or agent who has worked on the Request for Proposal or project, or who had any influence on decisions affecting the Request for Proposal or project.

L. CONFLICT OF INTEREST

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
TK			

By submitting a proposal, bidder certifies that there does not now exist any relationship between the bidder and any person or entity which is or gives the appearance of a conflict of interest related to this Request for Proposal or project.

The bidder certifies that it shall not take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its services hereunder or which creates an actual or appearance of conflict of interest.

The bidder certifies that it will not employ any individual known by bidder to have a conflict of interest.

M. PROPOSAL PREPARATION COSTS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
TK			

The State shall not incur any liability for any costs incurred by bidders in replying to this Request for Proposal, in the demonstrations and/or oral presentations, or in any other activity related to bidding on this Request for Proposal.

N. ERRORS AND OMISSIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
TR			

The bidder shall not take advantage of any errors and/or omissions in this Request for Proposal or resulting contract. The bidder must promptly notify the State of any errors and/or omissions that are discovered.

O. BEGINNING OF WORK

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
TR			

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

P. ASSIGNMENT BY THE STATE

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
TR			

The State shall have the right to assign or transfer the contract or any of its interests herein to any agency, board, commission, or political subdivision of the State of Nebraska. There shall be no charge to the State for any assignment hereunder.

Q. ASSIGNMENT BY THE CONTRACTOR

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
TR			

The Contractor may not assign, voluntarily or involuntarily, the contract or any of its rights or obligations hereunder (including without limitation rights and duties of performance) to any third party, without the prior written consent of the State, which will not be unreasonably withheld.

R. DEVIATIONS FROM THE REQUEST FOR PROPOSAL

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
TJ			

The requirements contained in the Request for Proposal become a part of the terms and conditions of the contract resulting from this Request for Proposal. Any deviations from the Request for Proposal must be clearly defined by the bidder in this proposal and, if accepted by the State, will become part of the contract. Any specifically defined deviations must not be in conflict with the basic nature of the Request for Proposal, mandatory requirements, or applicable state or federal laws or statutes. "Deviation", for the purposes of this RFP, means any proposed changes or alterations to either the contractual language or deliverables within the scope of this RFP. The State discourages deviations and reserves the right to reject proposed deviations.

S. GOVERNING LAW

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
TJ			

The contract shall be governed in all respects by the laws and statutes of the State of Nebraska. Any legal proceedings against the State of Nebraska regarding this Request for Proposal or any resultant contract shall be brought in the State of Nebraska administrative or judicial forums as defined by State law. The Contractor must be in compliance with all Nebraska statutory and regulatory law.

T. ATTORNEY'S FEES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
TJ			

In the event of any litigation, appeal, or other legal action to enforce any provision of the contract, the Contractor agrees to pay all expenses of such action, as permitted by law, including attorney's fees and costs, if the State is the prevailing party.

U. ADVERTISING

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
TJ			

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 services are endorsed or preferred by the State. News releases pertaining to the project shall not be issued without prior written approval from the State.

V. STATE PROPERTY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
TH			

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.

W. SITE RULES AND REGULATIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
TH			

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 between the State and the Contractor.

X. NOTIFICATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
TH			

During the bid process, all communication between the State and a bidder shall be between the bidder's representative clearly noted in its proposal and the buyer noted in Section II.A. Procuring Office and Contact Person, of this RFP. After the award of the contract, all notices under the contract shall be deemed duly given upon delivery to the staff designated as the point of contact for this Request for Proposal, in person, or upon delivery by U.S. Mail, facsimile, or e-mail. Each bidder should provide in its proposal the name, title, and complete address of its designee to receive notices.

1. Except as otherwise expressly specified herein, all notices, requests, or other communications 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 above, 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 three (3) calendar days following deposit in the mail.
2. Whenever the Contractor encounters any difficulty which is delaying or threatens to delay its timely performance under the contract, the Contractor shall immediately give notice thereof in writing to the State reciting all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery schedule or be construed as a waiver by the State of any of its rights or remedies to which it is entitled by law or equity or pursuant to the provisions of the contract. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery schedule because of such delay.

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.

For the duration of the contract, all communication between Contractor and the State regarding the contract shall take place between the Contractor and individuals specified by the State in writing. Communication about the contract between Contractor and individuals not designated as points of contact by the State is strictly forbidden.

Y. EARLY TERMINATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
TK			

The contract may be terminated as follows:

1. The State and the Contractor, by mutual written agreement, may terminate the contract at any time.
2. 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.
3. 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;
 - i. second or subsequent documented "vendor performance report" form deemed acceptable by the State Purchasing Bureau; or
 - j. Contractor engaged in collusion or actions which could have provided Contractor an unfair advantage in obtaining this contract.

Z. FUNDING OUT CLAUSE OR LOSS OF APPROPRIATIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
TK			

The State may terminate the contract, in whole or in part, in the event funding is no longer available. The State's obligation to pay amounts due for fiscal years following the current fiscal year is contingent upon legislative appropriation of funds for the contract. Should said funds not be appropriated, the State may terminate the contract

with respect to those payments for the fiscal years 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 any termination, and advise the Contractor of the location (address and room number) of any related equipment. All obligations of the State to make payments after the termination date will cease and all interest of the State in any related equipment will terminate. 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.

AA. BREACH BY CONTRACTOR

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
TR			

The State may terminate the contract, in whole or in part, if the Contractor fails to perform its obligations under the contract in a timely and proper manner. The State may, by providing a written notice of default to the Contractor, allow the Contractor to cure a failure or breach of contract within a period of thirty (30) calendar days (or longer at State's discretion considering the gravity and nature of the default). Said notice shall be delivered by Certified Mail, Return Receipt Requested, or in person with proof of delivery. Allowing the Contractor time to cure a failure or breach of contract does not waive the State's 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.

BB. ASSURANCES BEFORE BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
TR			

If any document or deliverable required pursuant to the contract does not fulfill the requirements of the Request for Proposal/resulting contract, upon written notice from the State, the Contractor shall deliver assurances in the form of additional Contractor resources at no additional cost to the project in order to complete the deliverable, and to ensure that other project schedules will not be adversely affected.

CC. ADMINISTRATION – CONTRACT TERMINATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
TR			

1. Contractor must provide confirmation that upon contract termination all deliverables prepared in accordance with this agreement shall become the property of the State of Nebraska; subject to the ownership provision (section E) contained herein, and is provided to the State of Nebraska at no additional cost to the State.
2. Contractor must provide confirmation that in the event of contract termination, all records that are the property of the State will be returned to the State within thirty (30) calendar days. Notwithstanding the above, Contractor may retain one copy of any information 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.

DD. PENALTY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
TZ			

In the event that the Contractor fails to perform any substantial obligation under the contract, the State may withhold all monies due and payable to the Contractor, without penalty, until such failure is cured or otherwise adjudicated.

EE. PERFORMANCE BOND

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
TZ			

The Contractor will be required to supply a cashier's check or 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 cashier's check or bond must be an established dollar amount of \$250,000.00. The check or bond will guarantee that the Contractor will faithfully perform all requirements, terms and conditions of the contract. If the Contractor chooses to provide a cashier's check, the check must show an expiration date on the check. Cashier's checks will only be allowed for contracts for three (3) years or less, including all renewal options. Failure to comply shall be grounds for forfeiture of the check or bond as liquidated damages. Amount of forfeiture will be determined by the agency based on loss to the State. The bond or cashier's check will be returned when the service has been satisfactorily completed as solely determined by the State, after termination or expiration of the contract.

FF. FORCE MAJEURE

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
TZ			

Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under the contract due to a natural disaster, or other similar event outside the control and not the fault of the affected party ("Force Majeure Event"). A Force Majeure Event shall not constitute a breach of the contract. The party so affected shall immediately give notice to the other party of the Force Majeure Event. The State may grant relief from performance of the contract if the Contractor is prevented from performance by a Force Majeure Event. The burden of proof for the need for such relief shall rest upon the Contractor. To obtain release based on a Force Majeure Event, the Contractor shall file a written request for such relief with the State Purchasing Bureau. Labor disputes with the impacted party's own employees will not be considered a Force Majeure Event and will not suspend performance requirements under the contract.

GG. PROHIBITION AGAINST ADVANCE PAYMENT

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
TR			

Payments shall not be made until contractual deliverable(s) are received and accepted by the State.

HH. PAYMENT

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
TR			

State will render payment to Contractor when the terms and conditions of the contract and specifications have been satisfactorily completed on the part of the Contractor as solely determined by the State. Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2401 through 81-2408). 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 services provided by the Contractor prior to the Effective Date, and the Contractor hereby waives any claim or cause of action for any such services.

II. INVOICES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
TR			

Invoices for payments must be submitted by the Contractor to the agency requesting the services with sufficient detail to support payment. Invoices will contain current month and year to date activities as to type of screenings or evaluations, number completed, rates, and be accompanied by supporting documentation on a monthly basis. Invoices will be submitted to the DHHS PASRR Contract Manager at the following address:

DHHS-Division of Behavioral Health
301 Centennial Mall South, 3rd Floor
PO Box 95026
Lincoln, NE 68509-5026

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.

JJ. RIGHT TO AUDIT

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
TK			

Contractor shall establish and maintain a reasonable accounting system that enables the State to readily audit contract. The State and its authorized representatives shall have the right to audit, to examine, and to make copies of or extracts from all financial and related records (in whatever form they may be kept, whether written, electronic, or other) relating to or pertaining to this contract kept by or under the control of the Contractor, including, but not limited to those kept by the Contractor, its employees, agents, assigns, successors, and Subcontractors. Such records shall include, but not be limited to, accounting records, written policies and procedures; all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices; ledgers; cancelled checks; deposit slips; bank statements; journals; original estimates; estimating work sheets; contract amendments and change order files; back charge logs and supporting documentation; insurance documents; payroll documents; timesheets; memoranda; and correspondence.

Contractor shall, at all times during the term of this contract and for a period of five (5) years after the completion of this contract, maintain such records, together with such supporting or underlying documents and materials. The Contractor shall at any time requested by the State, whether during or after completion of this contract and at Contractor's own expense make such records available for inspection and audit (including copies and extracts of records as required) by the State. Such records shall be made available to the State during normal business hours at the Contractor's office or place of business. In the event that no such location is available, then the financial records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location that is convenient for the State. Contractor shall ensure the State has these rights with Contractor's assigns, successors, and Subcontractors, and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Contractor and any Subcontractors to the extent that those Subcontracts or agreements relate to fulfillment of the Contractor's obligations to the State.

Costs of any audits conducted under the authority of this right to audit and not addressed elsewhere will be borne by the State unless certain exemption criteria are met. If the audit identifies overpricing or overcharges (of any nature) by the Contractor to the State in excess of one-half of one percent (.5%) of the total contract billings, the Contractor shall reimburse the State for the total costs of the audit. If the audit discovers substantive findings related to fraud, misrepresentation, or non-performance, the Contractor shall reimburse the State for total costs of audit. Any adjustments and/or payments that must be made as a result of any such audit or inspection of the Contractor's invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of the State's findings to Contractor.

KK. TAXES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
TK			

The State is not required to pay taxes of any kind and assumes no such liability as a result of this solicitation. Any property tax payable on the Contractor's equipment which may be installed in a state-owned facility is the responsibility of the Contractor.

LL. INSPECTION AND APPROVAL

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
TK			

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.

MM. CHANGES IN SCOPE/CHANGE ORDERS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
TK			

The State may, upon the written agreement of Contractor, make changes to the contract within the general scope of the RFP. The State may, at any time work is in progress, by written agreement, make alterations in the terms of work as shown in the specifications, require the Contractor to make corrections, decrease the quantity of work, or make such other changes as the State may find necessary or desirable. The Contractor shall not claim forfeiture of contract by reasons of such changes by the State. 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, or a pro-rated value.

Corrections of any deliverable, service or performance of work required pursuant to the contract shall not be deemed a modification. Changes or additions to the contract beyond the scope of the RFP are not permitted. Changes or additions to bring the Contract into compliance with State or Federal law or regulations, as they now exist or as may be later amended, are contemplated by this Contract and are within the scope of this Contract.

NN. SEVERABILITY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
TK			

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 particular provision held to be invalid.

OO. CONFIDENTIALITY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
TL			

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

It is incumbent upon the Contractor to inform its 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 (i)(1), which is made applicable to Contractors by 5 U.S.C. 552a (m)(1), provides that any officer or employee of a Contractor, 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.

PP. PROPRIETARY INFORMATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
TL			

Data contained in the proposal and all documentation provided therein, become the property of the State of Nebraska and the data becomes public information upon opening the proposal. If the bidder wishes to have any information withheld from the public, such information must fall within the definition of proprietary information contained within Nebraska's public record statutes. **All proprietary information the bidder wishes the State to withhold must be submitted in a sealed package, which is separate from the remainder of the proposal, and provide supporting documents showing why such documents should be marked proprietary.** The separate package must be clearly marked PROPRIETARY on the outside of the package. **Bidders may not mark their entire Request for Proposal as proprietary.** Bidder's cost proposals may not be marked as proprietary information. Failure of the bidder to follow the instructions for submitting proprietary and copyrighted information may result in the information being viewed by other bidders and the public. Proprietary information is defined as trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. §84-712.05(3)). In accordance with Attorney General Opinions 92068 and 97033, bidders submitting information as proprietary may be required to prove specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive. Although every effort will be made to withhold information that is properly submitted as proprietary and meets the State's definition of proprietary information, the State is under no obligation to maintain the confidentiality of proprietary information and accepts no liability for the release of such information.

IMPORTANT NOTICE: Pursuant to Neb. Rev. Stat. §84-602.02, all State contracts in effect as of January 1, 2014 will be posted to a public website beginning July 1, 2014. All non-proprietary or non-confidential information as defined by Law **WILL BE POSTED FOR PUBLIC VIEWING.**

QQ. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION/COLLUSIVE BIDDING

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
TL			

By submission of this proposal, the bidder certifies that it is the party making the foregoing proposal and that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham proposal, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and further that the bidder has not, directly or indirectly, submitted the proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

RR. STATEMENT OF NON-COLLUSION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
TL			

The proposal shall be arrived at by the bidder independently and be submitted without collusion with, and without any direct or indirect agreement, understanding or planned common course of action with, any person; firm; corporation; bidder; Contractor of materials, supplies, equipment or services described in this RFP. Bidder shall not collude with, or attempt to collude with, any state officials, employees or agents; or evaluators or any person involved in this RFP. The bidder shall not take any action in the restraint of free competition or designed to limit independent bidding or to create an unfair advantage.

Should it be determined that collusion occurred, the State reserves the right to reject a bid or terminate the contract and impose further administrative sanctions.

SS. PRICES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
TL			

All prices, costs, and terms and conditions outlined in the proposal shall remain fixed and valid commencing on the opening date of the proposal until an award is made (and for bidder receiving award, prices shall remain as bid for the duration of the contract unless otherwise so stated in the contract) or the Request for Proposal is cancelled.

Prices offered will remain firm for the initial contract period and first optional renewal period. If a price increase is necessary, the request cannot exceed 3% of the preceding contract period pricing and must be submitted in writing to the Administrative Services/State Purchasing Bureau 30 days prior to the end of the contract period. Request for price increases must be accompanied by documentation supporting the price increase and any further documentation as requested by the State Purchasing Bureau. The State further reserves the right to reject any

proposed price increase, cancel the contract and re-bid if determined it is in the best interest of the State. No price increases are to be billed to the State without prior written approval by the State Purchase Bureau. Price increase becomes effective with all orders placed on or after the effective date. The State of Nebraska shall receive full proportionate benefits of any price decreases immediately upon their effective date.

Contractor represents and warrants that all prices for services, now or subsequently specified, are as low as and no higher than prices which the Contractor has charged or intends to charge customers other than the State for the same or similar products and services of the same or equivalent quantity and quality for delivery or performance during the same periods of time. If, during the term of the contract, the Contractor shall reduce any and/or all prices charged to any customers other than the State for the same or similar products or services specified herein, the Contractor shall make an equal or equivalent reduction in corresponding prices for said specified products or services.

Contractor also represents and warrants that all prices set forth in the contract and all prices in addition, which the Contractor may charge under the terms of the contract, do not and will not violate any existing federal, state, or municipal law or regulations concerning price discrimination and/or price fixing. Contractor agrees to hold the State harmless from any such violation.

TT. BEST AND FINAL OFFER

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
TL			

The State will compile the final scores for all parts of each proposal. The award may be granted to the highest scoring responsive and responsible bidder. Alternatively, the highest scoring bidder or bidders may be requested to submit best and final offers. If best and final offers are requested by the State and submitted by the bidder, they will be evaluated (using the stated criteria), scored, and ranked by the Evaluation Committee. The award will then be granted to the highest scoring bidder. However, a bidder should provide its best offer in its original proposal. Bidders should not expect that the State will request a best and final offer.

UU. ETHICS IN PUBLIC CONTRACTING

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
TL			

No bidder shall pay or offer to pay, either directly or indirectly, any fee, commission compensation, gift, gratuity, or anything of value to any State officer, legislator, employee or evaluator based on the understanding that the receiving person's vote, actions, or judgment will be influenced thereby. No bidder shall give any item of value to any employee of the State Purchasing Bureau or any evaluator.

Bidders shall be prohibited from utilizing the services of lobbyists, attorneys, political activists, or consultants to secure the contract. It is the intent of this provision to assure that the prohibition of state contact during the procurement process is not subverted through the use of lobbyists, attorneys, political activists, or consultants. It is the intent of the State that the process of evaluation of proposals and award of the contract be completed without external influence. It is not the intent of this section to prohibit bidders from seeking professional advice, for example consulting legal counsel, regarding terms and conditions of this Request for Proposal or the format or content of their proposal.

If the bidder is found to be in non-compliance with this section of the Request for Proposal, they may forfeit the contract if awarded to them or be disqualified from the selection process.

VV. INDEMNIFICATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
TL			

1. GENERAL

The Contractor agrees to defend, indemnify, hold, and save harmless the State and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") from and against any and all 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, 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, 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 RFP.

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 provided by the Contractor.

WW. NEBRASKA TECHNOLOGY ACCESS STANDARDS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		TL	ALTERNATIVE: To control project costs, because current system designed for the state was not required to meet 508 standards, we request an exemption as permitted under NITC 2-201 or, alternatively, the option to negotiate the costs of transitioning if an exemption is not permitted. Ascend agrees to provide alternative means of provider submission of screening information as permitted within those requirements.

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. 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.

XX. ANTITRUST

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
TL			

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.

YY. DISASTER RECOVERY/BACK UP PLAN

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
TL			

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

ZZ. CONTINUITY OF OPERATIONS PLAN (COOP)

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
TL			

The Contractor shall have a COOP plan in order to continue services as specified under the specifications in the contract in the event of a force majeure. A copy should be provided to the State upon request.

AAA. TIME IS OF THE ESSENCE

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
TL			

Time is of the essence in this contract. The acceptance of late performance with or without objection or reservation by the State shall not waive any rights of the State nor constitute a waiver of the requirement of timely performance of any obligations on the part of the Contractor remaining to be performed.

BBB. RECYCLING

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
TL			

Preference will be given to items which are manufactured or produced from recycled material or which can be readily reused or recycled after their normal use as per Neb. Rev. Stat. §81-15,159.

CCC. DRUG POLICY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
TL			

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.

DDD. EMPLOYEE WORK ELIGIBILITY STATUS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
TL			

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:

1. 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>

The completed United States Attestation Form should be submitted with the Request for Proposal response.
2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

EEE. CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND INELIGIBILITY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
TL			

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

Contractor, by signature to this RFP, certifies that Contractor has not had a contract with the State of Nebraska terminated early by the State of Nebraska. If Contractor has had a contract terminated early by the State of Nebraska, Contractor must provide the contract number, along with an explanation of why the contract was terminated early. Prior early termination may be cause for rejecting the proposal.

FFF. POLITICAL SUB-DIVISIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
TL			

The Contractor may extend the contract to political sub-divisions conditioned upon the honoring of the prices charged to the State. Terms and conditions of the Contract must be met by political sub-divisions. Under no circumstances shall the State be contractually obligated or liable for any purchases by political sub-divisions or other public entities not authorized by Neb. Rev. Stat. §81-145, listed as "all officers of the state, departments, bureaus, boards, commissions, councils, and institutions receiving legislative appropriations." A listing of Nebraska political subdivisions may be found at the website of the Nebraska Auditor of Public Accounts.

GGG. OFFICE OF PUBLIC COUNSEL

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
TL			

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 and shall not apply if Contractor is a long-term care facility subject to the Long-Term Care Ombudsman Act, Neb. Rev. Stat. §§ 81-2237 et seq.

HHH. LONG-TERM CARE OMBUDSMAN

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
TL			

If it is a long-term care facility subject to the Long-Term Care Ombudsman Act, Neb. Rev. Stat. §§ 81-2237 et seq., Contractor shall comply with the Act. This section shall survive the termination of this contract.

III. LICENSE/SERVICE OR OTHER AGREEMENTS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
TL			

Any License/Service or other such agreements which the bidder may want the State to consider must be submitted with the bid. Any License/Service or other such agreements submitted to the State post bid opening may result in the bid being rejected in its entirety. Any such agreement, if agreed to by the State, will be considered an addendum to the contract. Any terms and conditions contained in any such accepted agreement (addendum) must not conflict with or alter the State's Terms and Conditions (Terms and Conditions) as contained in the RFP and finalized in the contract. In the event of any conflict between the Terms and Conditions and any addendum the Terms and Conditions will prevail.

The State reserves the right to reject any submitted addendum and considers the submission of any such addendum to be a proposed alteration of the Terms and Conditions.

This clause does not apply to any third party license or service agreements.

APPENDIX C: Form A—Bidder Contact Sheet

The following pages contain the completed *Form A—Bidder Contact Sheet*.

**Form A
Bidder Contact Sheet
Request for Proposal Number 5165Z1**

Form A should be completed and submitted with each response to this Request for Proposal. 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:	Ascend Management Innovations LLC
Bidder Address:	840 Crescent Centre Drive, Suite 400 Franklin, TN 37067
Contact Person & Title:	Laura Beerman, Manager of Consulting & Policy Analysis
E-mail Address:	lbeerman@ascendami.com
Telephone Number (Office):	877-431-1388 ext. 3228
Telephone Number (Cellular):	615-473-8603
Fax Number:	877-431-9568

Each bidder shall 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:	Ascend Management Innovations LLC
Bidder Address:	840 Crescent Centre Drive, Suite 400 Franklin, TN 37067
Contact Person & Title:	Laura Beerman, Manager of Consulting & Policy Analysis
E-mail Address:	lbeerman@ascendami.com
Telephone Number (Office):	877-431-1388 ext. 3228
Telephone Number (Cellular):	615-473-8603
Fax Number:	877-431-9568

APPENDIX D: Audited Financial Statements and Bank Reference

12

REDACTED PROPRIETARY INFORMATION:

Information containing Appendix D, as required in RFP page 44, Section V.A.2.b. "Financial Statements," is redacted and provided in the separate, sealed *Proprietary & Copyrighted* envelope, along with details regarding the basis for content redaction.

APPENDIX E: Resumes

13

REDACTED PROPRIETARY INFORMATION:

Information containing Appendix E, as required in RFP page 46, Section V.A.2.i. "Summary of Bidder's Proposed Personnel/Management Approach," is redacted and provided in the separate, sealed *Proprietary & Copyrighted* envelope, along with details regarding the basis for content redaction.

APPENDIX F: Subcontractor (Independent Contractor) Letters of Agreement

14

REDACTED PROPRIETARY INFORMATION:

Information containing Appendix F, as required in RFP page 46, Section V.A.2.j.

“Subcontractors,” is redacted and provided in the separate, sealed *Proprietary & Copyrighted* envelope, along with details regarding the basis for content redaction.

APPENDIX G: Level I and II Form Samples

15

REDACTED PROPRIETARY INFORMATION:

Information containing Appendix G, as required in Addendum Two Questions and Answers, Page 5, Question 17, and Page, 6, Question 21, is redacted and provided in the separate, sealed *Proprietary & Copyrighted* envelope, along with details regarding the basis for content redaction.

APPENDIX H: *Quality Review Form Plan—Performance Monitoring Forms*

16

REDACTED PROPRIETARY INFORMATION:

Information containing Appendix H, as required in RFP page 39, RFP Section V. D.1.i, “External Review,” is redacted and provided in the separate, sealed *Proprietary & Copyrighted* envelope, along with details regarding the basis for content redaction.



ASCEND
MANAGEMENT INNOVATIONS

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

Proposal to Provide:

**PREADMISSION SCREENING AND
RESIDENT REVIEW (PASRR)
SERVICES STATEWIDE**

RFP # 5165Z1

COST PROPOSAL

Submitted January 11, 2015

ASCEND MANAGEMENT INNOVATIONS

840 CRESCENT CENTRE DRIVE / SUITE 400 / FRANKLIN, TN 37067
WWW.ASCENDAMI.COM / P. 877.431.1388 / F. 877.431.9568

PASRR Cost Proposal

Request for Proposal Number 5165Z1

Vendor Name Ascend Management Innovations LLC

Please indicate total fixed price for each deliverable category. The deliverables will be paid as fixed payments upon completion and acceptance of tasks contained in the deliverable. All costs necessary to satisfy the requirements of this RFP must be included in the pricing listed in Table A.

It is the intent of the DHHS DBH to contract with one bidder to implement the PASRR screening and evaluation services on a statewide basis.

If an arithmetic error has been made in the extended Total Cost, the Rate Proposed per Screening/Evaluation price will govern.

Table A

Review Type	Rate Proposed per Screening/Evaluation	Estimated Yearly Activity	Total Cost
Level I	\$ 38.43	2328	\$ 89,465.04
Negative Level I	\$ 6.14	25848	\$ 158,706.72
Mental Illness Level II	\$ 457.14	1260	\$ 575,996.40
Intellectual Disability Level II	\$ 567.18	216	\$ 122,510.88
Mental Illness/Mental	\$ 748.28	192	\$ 143,669.76
Paper/Halted/Discontinued	\$ 68.30	72	\$ 4,917.60
Other			
	Rate Proposed per Hour of Appeal/Consultation	Estimated Number of Hours	Total Cost
Appeals	\$ 100.00	10	\$ 1,000.00
Consultation	\$ 150.00	20	\$ 3,000.00
Web-Based Application			Total Fixed Cost
Design/Implementation			\$ 0.00

Table B – Optional Costs

A need may arise for reporting/tracking functionality not originally delineated in this RFP but considered within the scope of work due to changes in Federal or State law/regulations or suggested additional optional components and functionality that may enhance the reporting/tracking functionality in providing PASRR services. As such, DHHS may consider some or all optional functionality if financially feasible.

These rates shall remain fixed for the life of the contract including any optional renewal periods.

Table B

[illegible]



Nebraska RFP 5165Z1

Preadmission Screening & Resident Review (PASRR) Services

Costs specified below are based on actual costs for FY 2015 and additional cost based on reduction of turnaround from 7 to 3 calendar days for Level II assessments.

Cost Category	Description	Annual Cost Estimate
Salaries and Wages	Salaries, Benefits and Employer taxes for (2) Project Support Specialist, (2) Level I Clinical Reviewers and (1 & 1/2) Level II Quality Reviewers - (1 Project Support Specialist and 1/2 a Quality Reviewer have been added to accommodate expedited turn around times from 7 to 3 days)	\$ 237,253.61
Indepdent Contractor reimbursement for face-to-face evaluations; Psychiatrist/Psychologist reimbursement for completion of Summary of Findings Reports	Fee-for-service reimbursement for Independent Clinicians and Physicians/Psychologists based on Level II volume estimates provided in the RFP.	\$ 259,424.00
Hardware/Software	Computer and Software cost (Office, Adobe, and Visi Fax for new staff added to contract)	\$ 2,850.00
Misc. Equipment	Iron Keys security devices for an estimated 30 Independent Contractors	\$ 3,000.00
Misc. Office Expense	Office supplies for direct staff, shipping and postage	\$ 2,423.17
Travel/Training	Onsite meetings in Nebraska, including: Technical assistance, Provider Training and Re-implementation meeting.	\$ 6,027.06
License & Registration, State & Local Taxes	Annual Secretary of State reporting fee and annual Nebraska business tax	\$ 9,287.00
Bond Fees	Annual cost for \$250k bond requirement	\$ 12,500.00
Recruiting and Credentialing	Cost to maintain and re-credential Independent Contractors	\$ 576.19
Administrative Allocation, Technology Allocation, and Contract Support Allocation	<p>Administrative allocation is based on this contract's percent of the overall company revenue that covers all administrative expenses including Human Resources, Accounting, space allocations, utilities, telephones, janitorial services, equipment maintenance and repair, audit and legal, insurance, shared company office expenses and supplies.</p> <p>Technology allocation is based this contract's percent of the overall company revenue. This covers all technology support, maintenance, hosting, security and ad hoc needs.</p> <p>The Contract Support allocation includes costs for required infrastructure, including: PASRR and Screening and UR Managers (staff and compliance oversite), Quality Division (develops and implements quality model and reporting), Medical Director (oversees clinical staff), Project Improvement Division (implements project changes/modifications), Development Division (produces educational media for stakeholders), Recruitment and Credentialing Division (staff needed for ongoing credentialing of assessors), Consulting and Policy Division (consulting needs), Training Division (development of educational content, and logistics for trainings and webinars).</p>	\$ 350,776.65
Expense Estimate		\$ 884,117.68
Project Administration Fee	Ascends annual fee for services	\$ 215,148.72
Total Annual Cost of PASRR Services		\$ 1,099,266.40

Nebraska RFP 5165Z1
Web-Based Application

Cost Category	Description	Total Cost
Design/Implementation	MMIS integration and additional reporting requirements (Ascend will provide these projects in-kind)	In Kind/No Additional Charge
Total		\$ -

Nebraska RFP 5165Z1
Table B-Optional Costs

Job Title	Description	Hourly Rate
Project Management	Collection of all technical requirements for development and documentation	\$ 150.00
Business Analyst	Requirements grooming with development team, design/documentation	\$ 150.00
Developer	Programming, unit testing and demonstration of progress. User acceptance testing. Execution of test cases through QA analysis and review.	\$ 250.00

Pete Ricketts, Governor

ADDENDUM THREE

Date: December 23, 2015

To: All Bidders

From: Teresa Fleming/Michelle Thompson, Buyers
AS Materiel State Purchasing Bureau

RE: Addendum for Request for Proposal Number 5165Z1
to be opened January 13, 2016 at 2:00 p.m. Central Time

The answers are to be considered as part of the Request for Proposal. It is the Bidder's responsibility to check the State Purchasing Bureau website for all addenda or amendments.

Question	State Response
<p>Responses to question 32 and 60 remove the term "business" from the 2-6 hour "business hour" requirement for Level I turnaround and noted an expectation for holiday coverage. This suggests that Level I decisions will be made 7 days per week, 365 days per year, and 24-hours per day, including holidays.</p> <p>Currently, the vendor's Level I web-based screening <i>technology</i> makes a significant proportion of <i>negative</i> Level I decisions 24/7/365. However <u>clinical review of triggered screens</u> (positive and potentially positive) occurs during business hours. If the Department is intending for the <u>clinical review</u> activity to also occur 24/7/365, then the project model will require staffing 24 hours per day, 7 days per week, significantly increasing state costs associated with Level I screening.</p> <p>a. Please confirm <u>whether the Department intended that web-based activity must be available for negative decisions 24/7/365 as currently provided with clinical review activity available during standard business hours</u></p> <p>—or—, alternatively</p>	<p>DHHS confirms that web-based activity must be available for negative decisions 24/7/365 as currently provided with clinical review activity available during standard business hours.</p>

<p>Whether the department is, in fact, <u>also requiring clinical staff be available 24/7/365.</u></p> <p>b. If 7/365 staff coverage for clinical review is required, please confirm that the Department is asking bidders provide <u>24-hour per day clinical staff coverage.</u></p>	
<p>Response to question 18 reduced the turnaround for Level II activity from seven business days to three days. This will also increase costs due to the increase in resources necessary to expedite turnaround, especially if this change shifted from business to calendar days (necessitating weekend coverage, as well).</p> <p>a. Please confirm <u>whether the three-day turnaround is referring to business days or calendar days.</u></p> <p>b. If calendar days, then a 7/365 staffing model, including staffing of psychiatrists and psychologists to develop summary reports, must be implemented on weekends and holidays—impacting state costs for Level II activity. <u>Please confirm that 7-day per week, 365-day per year project model is the intended model.</u></p> <p>c. If a 7/365 model is required, <u>would the Department consider final report development by Master prepared clinicians for all or for weekend reviews to occur (which is permitted under federal regulation), which would assist in mitigating costs to the State for this more costly model?</u></p>	<p>DHHS is referring to business days not calendar days.</p>

This addendum will become part of the proposal and should be acknowledged with the Request for Proposal.

Pete Ricketts, Governor

ADDENDUM TWO QUESTIONS and ANSWERS

Date: December 18, 2015

To: All Bidders

From: Teresa Fleming/Michelle Thompson, Buyers
AS Materiel State Purchasing Bureau

RE: Addendum for Request for Proposal Number 5165Z1
to be opened January 13, 2016 at 2:00 p.m. Central Time

Questions and Answers

Following are the questions submitted and answers provided for the above mentioned Request for Proposal. The questions and answers are to be considered as part of the Request for Proposal. It is the Bidder's responsibility to check the State Purchasing Bureau website for all addenda or amendments.

<u>Question Number</u>	<u>RFP Section Reference</u>	<u>RFP Page Number</u>	<u>Question</u>	<u>State Response</u>
1.	IV.C.2.j	34	Under what circumstance(s) is mailed notification required? Please specify the type of notification and the receiving party. Is notification to the referral source sufficient for all approvals? For mailed notices, what method of postage is required (e.g., first class, certified, etc.)?	Mail notification to the client and/or guardian/legal representative is required whenever a denial is issued. Notification via web-based system is sufficient for all approvals. For mailed notices, certified mail is required.
2.	IV.C.2.c and g	33	Please clarify the State's requirements regarding the qualifications of the Level II reviewer. What credentials are required of the Contractor's staff	The State's requirements will remain as stated in Section IV. Project Description and Scope of Work, C. Project Requirements 2. LEVEL II EVALUATION REQUIREMENTS c. and g.

			for Level 2 reviews of the ID, RC and MI population?	
3.	IV.D.1.e	38	How many denials and appeals of NF services were there in fiscal year 2014 and 2015?	The number of denials is unknown as DHHS does not collect this information from the current Contractor. There were not any appeals during fiscal years 2014-2015.
4.	IV.F.1	40	What is the content of the files the State expects to be transmitted to MLTC? Please provide file layout and the mode of transmission.	<p>The content that the State requires at a minimum to be transmitted to MLTC consists of the following:</p> <ul style="list-style-type: none"> • Recipient Number • Name • PASRR Level • SSN • Date of Birth • Referral Date • Determination Date • End Date • Outcome Code • Level of Care Indicator <p>Via Secure File Transfer Protocol</p>
5.	IV.G	42	How many CMS reports were requested and completed in 2015? What was content of these reports?	The State has not requested any CMS reports in 2015.
6.	IV.G	42	Is this on-site assistance with State staff? If not, please clarify participants and length of interaction.	Yes.
7.	Section D, 1.a.i	37	This states that "The contractor will establish incoming lines and a web-based system to coordinate activities and to provide efficiency and timeliness." Do they want a web-based system to track every call along with the outcome? Can they	<p>Telephone calls should be logged on the web-based system according to client PASRR activity including the outcome.</p> <p>The current contractor logs related client PASRR determined information, including the outcome, in the client history in their web-based system.</p>

			provide some further details in regards to the web-based system as it pertains to the Telephone systems?	
8.	-	-	The requirements state that the providers will be performing the Level 1 screening. Will they be doing this via the web-based system requested in the RFP, or are there existing forms we will need to work with and import? Will the forms continue to be used when this goes live using a web-based system?	The Level 1 screen will be completed via the web-based system using the form indicated in Attachment B.
9.	1 A.	1	Would the State consider extending the RFP response deadline to allow additional time to adequately include the answers to these questions in the response?	See Addendum One – Revised Schedule of Events
10.	3. EE	18	Is a performance bond required for this contract?	Yes. See Section III. EE. Performance Bond.
11.	-	-	What is the value of the current PASRR contract? How much has the state allocated for this procurement?	<p>Value of current PASRR contract for FY16 - \$1,097,953.85 FY15 - \$670,000.00 FY14 - \$670,000.00 FY13 - \$981,000.11</p> <p>Spend for FY16 to date (through 11/15) - \$430,831.50 FY15 - \$749,829.90 FY14 - \$616,115.20 FY13 - \$598,689.10</p> <p>The State is required to provide</p>

				PASRR services and does not have a specific allocation amount.
12.	Cover page	Cover page	<p><i>Bidder should submit one (1) original of the entire proposal. Proposals must be submitted by the proposal due date and time.</i></p> <p>Please confirm that the Department is asking for only one hard copy of the proposal and no electronic copies.</p>	Confirmed.
13.	III.F-3	10	If the Contractor has all other required coverage amounts listed, would the State accept an Umbrella/Excess Liability over primary insurance of \$4,000,000 per occurrence instead of the requested \$5,000,000?	Bidder(s) should indicate exception(s) through the Reject & Provide Alternative within the RFP response for the State's consideration.
14.	III.I	11	If the Contractor uses individual clinicians as independent contractors to perform the on-site assessments and they are reimbursed per evaluation at a fee-for-service rate, with no guaranteed volumes, would these individuals be considered subcontractors? In this situation, the Contractor also would maintain sole responsibility for fulfilling all deliverables for the entire contract, including all requirements associated with completing the on-site assessments.	Yes.
15.	III-EE	18	Page 18, Section EE indicates that a \$250,000 performance bond is required by the Contractor. Should this	The performance bond should not be submitted with the proposal. The performance bond is required from the awarded bidder prior to Contract

			bond be included with the proposal submission, or can it be sent after the Contractor is awarded?	execution.
16.	General		Please identify the agencies that submitted questions for this RFP.	In order to protect the integrity of the RFP process, the vendor(s) who submitted questions will not be provided.
17.	Attachment B	Level I Screening Form	The form provided in the RFP for Level I screens is a proprietary and copyrighted screening form developed by the current vendor. Please clarify the expectation that bidders must develop and submit a Level I screening form for this project that does not infringe upon the copyright of the current vendor.	Per Section IV, D. Business Requirements, 1, g Internal Review Process for Monitoring the Integrity of Data Provided Through PASRR: i. The bidder's proposal should include a sample of the forms and documents used for Level I and Level II reviews.
18.	General	N/A	The department has previously contemplated a more expedited turnaround than the current 7 business days. The RFP continues the requirement of 7 business days. Please clarify whether the Department intends to maintain that requirement as part of this scope of work.	Section IV. Project Description and Scope of Work, C. Project Requirements 1. LEVEL I IDENTIFICATION SCREENING REQUIREMENTS e. is hereby amended from 7 days to 3 days. Section IV. Project Description and Scope of Work, C. Project Requirements 2. LEVEL II EVALUATION REQUIREMENTS i. is hereby amended from 7 days to 3 days. Section IV. Project Description and Scope of Work, C. Project Requirements 2. LEVEL II EVALUATION REQUIREMENTS n. iii. is hereby amended from 7 days to 3 days. Section IV. Project Description and Scope of Work, G. Reporting Requirements and Technical Assistance, Quarterly Report of Level I Screenings and Level II Evaluations is hereby amended from 7 days to 3 days.

				Section IV. Project Description and Scope of Work, G. Reporting Requirements and Technical Assistance, Level I Screenings and Level II Evaluations is hereby amended from 7 days to 3 days.
19.	General	N/A	If the Department maintains the 7 business day requirement, is the department intending to employ more restrictive turnaround requirements for specific types of providers under this scope of work (e.g., such as hospital providers). If so, please specify whether those expectations.	Refer to Question #18.
20.	III.PP	22	<p><i>All proprietary information the bidder wishes the State to withhold must be submitted in a sealed package, which is separate from the remainder of the proposal, and provide supporting documents showing why such documents should be marked proprietary.</i></p> <p>To improve ease of proposal review on behalf of the Department, would the Department considering allowing submitters to submit a redacted and non-redacted (full) proposal rather than excerpting the redacted sections altogether?</p>	No, refer to Section III. Terms and Conditions, PP. Proprietary Information.
21.	IV.D.1.g-i	39	Is page 39, sub-item g referring to the vendor's	Both.

			quality review forms or Level I/II protocols?	
22.	IV.D.1.g-i	39	If page 39, sub-item g is referring to the vendor's quality review forms does the Department also request that the Level I and II forms be submitted with the proposal?	Yes
23.	General	N/A	There are different approaches to PASRR. Some vendors use 1-3 evaluation tools, collecting minimum evaluation data, and end the process with a 1-2 line authorization that 24.NF admission can occur (rather than with a summary report). Please confirm that the desired content of the final summary is an actual report describing the individual's service and support needs and containing more than check box authorizations for NF admission.	The final summary report should contain more than check box authorizations for NF admissions. It should also contain the actual report describing the service and support needs and the outcome description indicating that the individual requires/does not require NF level of care.
24.	D.1.g.ii—ii.c	39	Page 39, sub-item g-ii.c requires 5% sampling of mental health decisions only. In the past, the Department has asked that both the MI and IDD evaluations be subject to the 5% sampling. Please clarify whether the IDD sampling is also an expectation/requirement.	Section IV. Project Description and Scope of Work, D. Business Requirements. 1 g. ii – ii.c. is hereby amended to include the IDD and Related Condition sampling.
25.	I. Scope of Services Requested, A	1	The RFP indicates a start date of 5/1/16 through 6/30/17, an initial contract period of 14 months. Please confirm.	Confirmed.
26.	I. Scope of Services Requested, A.	1	The RFP indicates a contract award date of 4/18/16 and a start date of 5/1/16, a two-week	The anticipated implementation timeframe is from 5/1/16 to 6/30/16. It is the expectation that the

			period. There is also a contract finalization period of 2/3/16-4/1/16. Please provide clarification on the expected implementation time frame.	vendor's system be fully operational for all aspects of the RFP effective July 1, 2016 including testing of file transfers.
27.	I. Scope of Services Requested	1	Does the State of Nebraska anticipate that the PASRR function will be incorporated into the MLTSS program that is contemplated?	Yes, the State will require PASRR functions to be performed per Federal regulations as part of the MLTSS program.
28.	I. Scope of Services Requested	1	Will the selected vendor for the PASRR program be precluded from the subsequent LTSS procurement?	The State cannot make this determination at this time.
29.	III.EE Performance Bond	18	Please confirm that the Performance Bond described in this item is to be supplied by the selected contractor upon award. If it is to be included as part of the proposal submission, where in the proposal should it be placed?	Refer to Question #15.
30.	IV.B. Project Environment, Item 4	31	What is the expected timing of the approval from CMS and implementation of the expanded definition of "specialized services" to include community-based services?	Unknown at this time.
31.	IV.C. Project Requirements Item 1.c.	32	Would the State consider using an RN or a LCSW (vs. an LPN) in the Level I screens to determine if there is a need for a Level II referral?	No.
32.	IV.C. Project Requirements Item 1.e.	32	In reference to the statement "Contractor will respond to all Level I screens within two (2) to six (6) business hours", please confirm that this requirement is intended to	Section IV. Project Description and Scope of Work, C. Project Requirements 1. LEVEL I IDENTIFICATION SCREENING REQUIREMENTS e. is hereby amended to remove the word "business".

			exclude weekends and State holidays?	
33.	IV.C.2 Level II Evaluation Requirements	33	Attachment B-PASRR Forms appears to contain only Level I forms. Can a copy of the Level II evaluation form please be provided? Please indicate if the state prefers the vendor provide the Level II evaluation forms as part of its proposal and where in the submission they should be included.	Refer to Section IV, Project Description and Scope of Work, D. Business Requirements g. i. and should be included in the Technical response
34.	IV. D. Business Requirements Item 1.b.	37	Please provide the volume of calls currently managed annually for the PASRR program.	Currently, the State does not receive this data and this data was not available at the time of the RFP posting. This data may be requested in the future from the awarded bidder.
35.	IV. F. Technical Requirements Item 3.d.	40	Is there expected to be a data download of historic PASRR evaluations, or will the incoming vendor have access to a period of historic PASRR evaluations to avoid duplication of services previously provided?	Yes, there will be a data download of historic PASRR evaluations, and yes, the incoming vendor will have access to the historic PASRR evaluations to avoid duplication of services previously provided.
36.	IV. G. Reporting Requirements and Technical Assistance	41	To maintain the list of all licensed NF and hospitals in the state of Nebraska, does the Contractor have access to the provider Medicaid eligibility files? If yes, how often is an update of eligible providers available?	No, the Contractor will not have access to the provider Medicaid eligibility files. To obtain this information, a roster of licensed and certified NF as well as licensed hospitals is available through the DHHS Public Health Website: https://www.nebraska.gov/LISearch/search.cgi .
37.	IV. G. Reporting Requirements and Technical Assistance	41	What is the average number of facilities receiving assistance from the current vendor annually? What is the number of provider training that is done annually on-site and/or via webinar?	Refer to the NF roster available on the DHHS Public Health Website: https://www.nebraska.gov/LISearch/search.cgi The number of provider trainings will vary depending on changes in regulations and trends in performance of providers.
38.	IV. G.	41	Will the reporting	No. The required dates are listed in Section IV. Project

	Reporting Requirements and Technical Assistance		requirement timing be modified as the first term of the contract is a 14-month period?	Description and Scope of Work, G. Reporting Requirements and Technical Assistance and others are upon request. Level I and II determinations will begin on July 1, 2016.
39.	IV. G. Reporting Requirements and Technical Assistance	42	What is the number of ad hoc reports requested annually by the State?	The number varies annually. During 2015, approximately 10 reports were requested.
40.	IV. G. Reporting Requirements and Technical Assistance	42	Regarding the On-site technical assistance requirement once every two years. Can you please provide information regarding to whom the on-site assistance is provided? Does this involve a single entity or multiple entities? If multiple entities, what are the number and location (i.e., county or other identifiable geographic area) of those entities?	The onsite assistance is provided to State representatives from Medicaid, Behavioral Health, and Developmental Disabilities located in Lincoln, Nebraska.
41.	V.C. Payment Schedule	47	Is the invoicing noted in this section the same as that described in Section III. II (page 19 of the RFP)? If not, please elaborate.	Yes.
42.	Attachment A		What is the volume of PASRR level II evaluations by county or other identifiable geographic area?	Refer to Question #34.
43.	N/A	N/A	Who is the current vendor?	Ascend Management Innovations
44.	N/A	N/A	What is current contract spend for last three years?	FY13 - \$598,689.10 FY14 - \$616,115.20 FY15 - \$749,829.90
45.	I.A.	1	Is it to be understood that the contract will be awarded on 04/18/16 with a start date of 05/01/16 and at that time the	Refer to Question #26.

			vendor's system must be fully operational for each aspect noted in the entire RFP? An implementation timeframe of about two weeks does not seem feasible for a new Contractor.	
46.	IV.B.3.	30	The RFP states that Specialized Services are commonly provided in inpatient settings. Are Specialized Services ever provided in a nursing facility setting in Nebraska?	Specialized Services are currently defined in the RFP Section IV. Project Description and Scope of Work, B. Project Requirement 3.
47.	IV.C.1.b.	32	Outside of the Level I screening, what types of documents are used to rule out MI prior to a Level II evaluation?	Any documentation deemed necessary by the Contractor should be used to rule out MI prior to a Level II evaluation.
48.	IV.C.1.c	33	Has DBH and LTC considered allowing QMHPs and QIDPs to conduct Level I screening reviews and Level II evaluations? These individuals have significant and specialized expertise but may have credentials other than RN or LPN, which may focus on medical implications more so than behavioral health or intellectual/developmental disabilities.	Per Section IV. Project Description and Scope of Work, C. Project Requirements 1. LEVEL I IDENTIFICATION SCREENING REQUIREMENTS c. RNs and LPNs are allowed to evaluate Level I screenings. Per Section IV. Project Description and Scope of Work, C. Project Requirements 2. LEVEL II EVALUATION REQUIREMENTS QIDPs and/or licensed psychologists, LMHPs, and RNs with psychiatric experience may conduct Level II evaluations.
49.	IV.C.2.g.	33	Does the psychologist need to be licensed in the state of Nebraska?	The psychologist must be licensed in the state where they are practicing.
50.	IV.C.2.g.	33	Must the board certified psychiatrist be licensed in the state of Nebraska?	The psychiatrist must be licensed in the state where they are practicing.
51.	IV.C.i.	34	May we please have a copy of a sample PASRR	The format required must meet the most current Federal rules and regulations with evaluative

			evaluation determination in the state's current format?	<p>criteria specified in 42 CFR 483.134 and 483.132 and in a format agreed upon by DHHS DBH and MLTC.</p> <p>Level I format is attached in Attachment B. Bidder should provide the Level II evaluation determination in the proposal response.</p>
52.	IV.D.f.ii.a	38	Will the vendor be completing the written determination summaries and distributing them to the applicable parties for the state?	Yes.
53.	V.A.2.i and j	45-46	If the bidder intends to contract with field-based professionals to conduct Level II evaluations, are these staff considered subcontractors? Also, if the bidder is not the incumbent it may not have all individuals identified for these positions prior to submitting the proposal. Would the State accept job descriptions for Level II evaluator, with staff to be hired during implementation?	<p>Yes, staff is considered subcontractors.</p> <p>It will be the Contractor's responsibility to fulfill the requirements of the RFP and its subsequent award.</p> <p>The State will accept job descriptions in lieu of resumes.</p>
54.	V.A.3.a	46	By "Development Approach," does the State mean approach to implementation? If not, please explain what information should be in this section.	The developmental approach should include how the Bidder proposes to satisfy the requirements of the RFP.
55.	V.A.3.c	46	Please provide additional information about content expectations for the "Technical Considerations" section.	The technical approach should include how the Bidder proposes to meet the technical requirements as specified in the RFP.
56.	Attachment A		What was the volume of negative Level II evaluations (meaning upon evaluation, it was found that the individual did not meet the definition	See Attachment A - Paper/Halted/Discontinued. This includes MI, ID and RC.

			for MI for all three fiscal years)?	
57.	Attachment A		What was the volume of determinations for Specialized Services for all three fiscal years?	The State is not currently requiring the Contractor to submit this data.
58.	1.A	1	Please clarify the period of performance	Refer to Question #26.
59.	4.C.1.a	31	<p>Section 4.C.1.a. indicates Level 1 screening must be done “before Nursing Facility Admission”. However, Section 4.C.1.b states the screening is done “at the time of Nursing Facility Admission”. Please clarify.</p> <p>Will the Nursing Facilities be allowed to notify the vendor of the need for a Level 1 screening <i>after</i> the individual has come through their doors? If so, what is the time frame requirement for the facility to notify the PASRR vendor?</p>	<p>A Level I evaluation must be completed before an individual is admitted to a nursing facility to determine whether there is an indication or diagnosis of mental illness, mental retardation or a related condition, or a dual diagnosis.</p> <p>If the screening has not been completed prior to admission, it must be completed in order to receive funding from Medicaid.</p>
60.	4.C.1.e	32	<p>Section 4.C.1.e. indicates the Contractor will accept Level I information by electronic submission only. However, Section 4.D.1.b outlines requirements for phone and faxing information. Please clarify.</p> <p>Business hours are identified as M-F, 8:00am – 5:00pm.</p> <p>How will Holidays be handled?</p>	<p>Level I forms must be submitted via electronic submission only. Phone and faxing capabilities are required in order to assist providers and for submission of required additional documentation.</p> <p>Bidders should describe in the proposal how holiday coverage will be handled.</p>
61.	4.C.2.g	33	Should the psychologists and psychiatrists	Refer to Questions #49 and #50.

			performing the final Level II evaluation summary be Nebraska licensed?	
62.	4.C.2.g	33	Is there a standardized Level 2 Form required for use?	Refer to Question #51.
63.	4.C.2.m	36	Is there another vendor that does the level of care determinations for Nebraska Medicaid members entering facilities? If so, how would the outcome of those determinations be communicated with the PASRR vendor for consistency in applying level of care criteria?	Level of care determinations for PASRR purposes are performed by the Contractor when a Level II determination is completed. The criteria used in this determination is located in NAC 471 Chapter 12 section 12-003.
64.	5.B	46	Define what you consider to be the components in the phrase “component costs of the fixed price proposal”.	Costs are to include all of the requirements as set forth in this RFP as indicated on the Cost Proposal.
65.	Cost sheet	PASRR Cost Proposal	Please explain what you require for the “Total Fixed Cost” column heading shown in the bottom right corner of the report. Are you wanting a total fixed cost summary of the individual extended cost items, or are you wanting our cost estimate for Design/Implementation of our web-based application. If it is the latter, then do you want a total of all program costs to be shown somewhere on the report.	The “Total Fixed Cost” is for the cost of the Design/Implementation of the Web-Based Application. No, totaling the program costs do not need to be shown on the Cost Proposal.
66.	Cost sheet	PASRR Cost Proposal	Cost covering what time period do you want included in the “Total Cost” column of the cost sheet Table A, and do you want separate cost totals for option years 1, 2 and 3 to be reported in	Total fixed prices for each deliverable category must be indicated in the Cost Proposal. Please see Section III. SS. Prices regarding price increases. Prices offered will remain firm for the initial contract period and first

			our cost proposal?	optional renewal period.
67.	Cost sheet	PASRR Cost Proposal	Do you expect yearly activity volumes to increase in option years 1, 2, and 3? Will fixed contract prices be renegotiated if review type volumes exceed the preprinted estimated yearly activity levels on the Cost Sheet	It is difficult to anticipate either an increase or decrease in activity volumes. Fixed contract prices will not be renegotiated. Please see Section III. SS. Prices regarding price increases.
68.	Attachment A		Volume information reported in Attachment A reflects a relatively stable number of Level 1 screenings over the last three state fiscal years. However, the volume of Level 2 screenings has increase by over 29% during that time period. Does the state anticipate the trend of increasing Level 2 screening volume to continue during the new contract? Please provide the volume of Level 1 and Level 2 screenings we should anticipate each year of the contract.	<p>The Level I screening tool was revised which was related to the increase in Level II screenings.</p> <p>The State cannot anticipate the volume of Level I and Level II screenings each year at this time.</p>
69.	N/A	General Question	<p>Will there be a process to follow-up with Nursing Facilities to assure they initiate the required PASRR after exempted days have expired? For example, an <i>individual admitted to the Nursing Facility after a Hospital stay was allowed 120 days Convalescent Care (where the PASRR was not required upon admission), now 120 days are over and the member remains in the NF.</i></p> <ul style="list-style-type: none"> Will the NF be accountable in this situation to 	<p>Bidder should propose a process that will notify providers when time frames have ended and the PASRR is due.</p> <p>Nursing facilities are ultimately responsible for completing</p>

			<p>initiate the PASRR?</p> <ul style="list-style-type: none"> • Will there be repercussion if this is not done timely, or not done at all? • Will there be a mechanism for the Contractor that triggers when these time frames have ended and the PASRR is due? 	<p>PASRR referrals.</p> <p>Please refer to 471 NAC Chapter 12 for repercussion concerning untimely or not completed PASRRs.</p> <p>Bidder should propose a process that will notify providers when time frames have ended and the PASRR is due.</p>
70.	N/A	General Question	When an individual transfers from one NF to another NF, we assume the initial PASRR results would accompany the person to the new facility (rather than completing another PASRR at the second facility). Please clarify the state's expectations in this situation.	Please refer to 471 NAC Chapter 12.
71.	N/A	General Question	Is the scope of work in this RFP similar to the activity performed by the current PASRR vendor? Please describe any significant differences.	Bidders should provide a proposal response which meets the requirements of this RFP.
72.	N/A	General Question	Please provide the amount of money paid to the current PASRR vendor during the last state fiscal year.	<p>\$749,829.90 was paid to the current PASRR Contractor for FY15.</p> <p>Refer to Question #44.</p>
73.	N/A	General Question	Does the state have an expected contract value or maximum budget for the new PASRR contract? If so, please provide that information.	The State does not have a predetermined budget for these services.

This addendum will become part of the proposal and should be acknowledged with the Request for Proposal.

Pete Ricketts, Governor

ADDENDUM ONE, REVISED SCHEDULE OF EVENTS

Date: December 17, 2015

To: All Bidders

From: Teresa Fleming/Michelle Thompson, Buyers
AS Materiel State Purchasing

RE: Addendum for Request for Proposal Number 5165Z1 to be opened ~~January 06, 2016~~
January 13, 2016 at 2:00 p.m. Central

Schedule of Events

The State expects to adhere to the tentative procurement schedule shown below. It should be noted, however, that some dates are approximate and subject to change. It is the Bidder's responsibility to check the State Purchasing Bureau website for all addenda or amendments.

Activity		Date/Time
3.	State responds to written questions through Request for Proposal "Addendum" and/or "Amendment" to be posted to the Internet at: http://das.nebraska.gov/materiel/purchasing.html	December 17, 2015 TBD
4.	Proposal opening Location: State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, NE 68508	January 06, 2016 January 13, 2016 2:00 PM Central Time
5.	Review for conformance of mandatory requirements	January 13, 2016
6.	Evaluation period	January 19, 2016 – February 03, 2016
7.	"Oral Interviews/Presentations and/or Demonstrations" (if required)	TBD
8.	Post "Letter of Intent to Contract" to Internet at: http://das.nebraska.gov/materiel/purchasing.html	February 08, 2016
9.	Contract finalization period	February 09, 2016 – April 01, 2016
10.	Contract award	April 18, 2016
11.	Contractor start date	May 01, 2016

This addendum will become part of the proposal and should be acknowledged with the Request for Proposal.

PASRR Cost Proposal

Request for Proposal Number 5165Z1

Vendor Name _____

Please indicate total fixed price for each deliverable category. The deliverables will be paid as fixed payments upon completion and acceptance of tasks contained in the deliverable. All costs necessary to satisfy the requirements of this RFP must be included in the pricing listed in Table A.

It is the intent of the DHHS DBH to contract with one bidder to implement the PASRR screening and evaluation services on a statewide basis.

If an arithmetic error has been made in the extended Total Cost, the Rate Proposed per Screening/Evaluation price will govern.

Table A

Review Type	Rate Proposed per Screening/Evaluation	Estimated Yearly Activity	Total Cost
Level I	\$	2328	\$
Negative Level I	\$	25848	\$
Mental Illness Level II	\$	1260	\$
Intellectual Disability Level II	\$	216	\$
Mental Illness/Mental	\$	192	\$
Paper/Halted/Discontinued	\$	72	\$
Other			
	Rate Proposed per Hour of Appeal/Consultation	Estimated Number of Hours	Total Cost
Appeals	\$	10	\$
Consultation	\$	20	\$
Web-Based Application			Total Fixed Cost
Design/Implementation			\$

Table B – Optional Costs

A need may arise for reporting/tracking functionality not originally delineated in this RFP but considered within the scope of work due to changes in Federal or State law/regulations or suggested additional optional components and functionality that may enhance the reporting/tracking functionality in providing PASRR services. As such, DHHS may consider some or all optional functionality if financially feasible.

These rates shall remain fixed for the life of the contract including any optional renewal periods.

Table B

[illegible]

ATTACHMENT B RFP 5165Z1
Nebraska Level 1 Form - PASRR

First Name: _____ Middle Initial: _____ Last Name: _____

Mailing Address: _____ City: _____ State: _____ Zip: _____ Phone: _____

Social Security #: _____ - _____ - _____ Date of Birth: ____/____/____ Marital Status: ☐ M ☐ S ☐ W ☐ D

Gender: ☐ Male ☐ Female Race: ☐ Caucasian ☐ African American ☐ Asian ☐ Hispanic ☐ Other: _____

Payment Method: ☐ Medicare ☐ Private Pay ☐ Medicaid Pending ☐ Medicaid # _____

Living Situation Prior to Current Placement: ☐ NF ☐ Assisted Living ☐ Group home ☐ Hospital ☐ Other _____

Current Location: _____ Admission Date: _____

☐ Medical Facility ☐ Psychiatric Facility ☐ Nursing Facility ☐ Community ☐ Other: _____

Location Address: _____ City: _____ State: _____ Zip: _____

Admitting Nursing Facility: _____ Date Admitting: ____/____/____

Admitting Nursing Facility Address: _____ City: _____ State: _____ Zip: _____

Review Type: ☐ Preadmission ☐ Status Change ☐ Conclusion of a Time Limited Approval

Why is this individual seeking admission to or continued stay in a nursing facility?

- ☐ Physical problems require NF care and mental illness or substance abuse disorder, *if present*, has no impact on the need for NF care.
- ☐ Mental illness or substance abuse disorder requires NF care, but no significant physical problems are present.
- ☐ NF care is primarily required because the individual's mental illness or substance abuse disorder prevents proper handling of physical problem(s) outside a NF setting. Without a mental illness or substance abuse disorder, the individual's physical problem(s) would not require NF care.

Section I: MENTAL ILLNESS

<p>1. Does the individual have any of the following Major Mental Illnesses (MMI)?</p> <p><input type="checkbox"/> No</p> <p><input type="checkbox"/> Suspected: One or more of the following diagnoses is suspected (check all that apply)</p> <p><input type="checkbox"/> Yes: (check all that apply)</p> <p><input type="checkbox"/> Schizophrenia</p> <p><input type="checkbox"/> Schizoaffective Disorder</p> <p><input type="checkbox"/> Major Depression</p> <p><input type="checkbox"/> Psychotic/Delusional Disorder</p> <p><input type="checkbox"/> Bipolar Disorder (manic depression)</p> <p><input type="checkbox"/> Paranoid Disorder</p>	<p>2. Does the individual have any of the following mental disorders?</p> <p><input type="checkbox"/> No</p> <p><input type="checkbox"/> Suspected: One or more of the following diagnoses is suspected (check all that apply)</p> <p><input type="checkbox"/> Yes: (check all that apply)</p> <p><input type="checkbox"/> Personality Disorder</p> <p><input type="checkbox"/> Anxiety Disorder</p> <p><input type="checkbox"/> Panic Disorder</p> <p><input type="checkbox"/> Depression (mild or situational)</p>	<p>3a. Does the individual have a diagnosis of a mental disorder that is not listed in #1 or #2? (do not list dementia here)</p> <p><input type="checkbox"/> No <input type="checkbox"/> Yes (if yes, list diagnosis(es) below):</p> <p><input type="checkbox"/> Diagnosis 1: _____</p> <p><input type="checkbox"/> Diagnosis 2: _____</p> <p>3b. Does the individual have a substance related disorder?</p> <p><input type="checkbox"/> No <input type="checkbox"/> Yes (if yes, complete remaining questions in this section)</p> <p>3b.1 List substance related diagnosis(es)</p> <p>Diagnosis _____ Diagnosis _____</p> <p>Diagnosis _____ Diagnosis _____</p> <p>3b.2 Is NF need associated with this diagnosis? <input type="checkbox"/> No <input type="checkbox"/> Yes</p> <p>3b.3 When did the most recent substance use occur?</p> <p><input type="checkbox"/> Less than 7 days <input type="checkbox"/> 7-14 days <input type="checkbox"/> 15-30 days</p> <p><input type="checkbox"/> 31 days-3 months <input type="checkbox"/> 4-6 months <input type="checkbox"/> 7-12 months</p> <p><input type="checkbox"/> Greater than 12 months <input type="checkbox"/> Unknown</p>
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Section II: SYMPTOMS

<p>4. Interpersonal- Currently or in the past, has the individual exhibited interpersonal symptoms or behaviors [not due to a medical condition]?: <input type="checkbox"/> No <input type="checkbox"/> Yes</p> <p><input type="checkbox"/> Serious difficulty interacting with others</p> <p><input type="checkbox"/> Altercations, evictions, or unstable employment</p> <p><input type="checkbox"/> Frequently isolated or avoided others or exhibited signs suggesting severe anxiety or fear of strangers</p> <p>If yes, how recent:</p> <p><input type="checkbox"/> Current or within past 30 Days <input type="checkbox"/> 2-6 months <input type="checkbox"/> 7-12 months</p> <p><input type="checkbox"/> 13-24 months <input type="checkbox"/> 25 months-5 years</p> <p><input type="checkbox"/> Greater than 5 years</p>	<p>5. Concentration/Task related symptoms - Currently or in the past, has the individual exhibited any of the following symptoms or behaviors [not due to a medical condition]?: <input type="checkbox"/> No <input type="checkbox"/> Yes</p> <p><input type="checkbox"/> Serious difficulty completing tasks that she/he should be capable of completing</p> <p><input type="checkbox"/> Required assistance with tasks for which s/he should be capable</p> <p><input type="checkbox"/> Substantial errors with tasks in which she/he completes</p> <p>If yes, how recent:</p> <p><input type="checkbox"/> Current or within past 30 Days <input type="checkbox"/> 2-6 months <input type="checkbox"/> 7-12 months</p> <p><input type="checkbox"/> 13-24 months <input type="checkbox"/> 25 months-5 years</p> <p><input type="checkbox"/> Greater than 5 years</p>
---	--

Adaptation to change-Currently **or in the past, has the individual exhibited any symptoms in #6, 7, or 8 related to adapting to change?** ☐ No (proceed to Section III) ☐ Yes (complete 6-8)

“CONFIDENTIAL”

Notes:

6. ☐ Self-injurious or self-mutilation
☐ Suicidal talk
☐ History of suicide attempt or gestures
☐ Physical violence
☐ Physical threats (with potential for harm)

If yes, how recent:
☐ Current or within past 30 Days
☐ 2-6 months ☐ 7-12 months
☐ 13-24 months ☐ 25 months-5 years
☐ Greater than 5 years

7. ☐ Severe appetite disturbance
☐ Hallucinations or delusions
☐ Serious loss of interest in things
☐ Excessive tearfulness
☐ Excessive irritability
☐ Physical threats (no potential for harm)

If yes, how recent:
☐ Current or within past 30 Days
☐ 2-6 months ☐ 7-12 months
☐ 13-24 months ☐ 25 months-5 years
☐ Greater than 5 years

8. ☐ Other major mental health symptoms (this may include recent symptoms that have emerged or worsened as a result of recent life changes as well as ongoing symptoms. Describe Symptoms: _____)

If yes, how recent:
☐ Current or within past 30 Days
☐ 2-6 months ☐ 7-12 months
☐ 13-24 months ☐ 25 months-5 years
☐ Greater than 5 years

Section III: HISTORY OF PSYCHIATRIC TREATMENT

9. Currently or **in the past**, has the individual received any of the following mental health services? ☐ No
☐ Yes (the individual has received the following service[s]):
☐ Inpatient psychiatric hospitalization(if yes, provide date: _____)
☐ Partial hospitalization/day treatment(if yes, provide date: _____)
☐ Residential treatment (if yes, provide date: _____)
☐ Other: _____ (if yes, provide date: _____)

If yes, how recent:
☐ Current or within past 30 Days ☐ 2-6 months ☐ 7-12 months
☐ 13-24 months ☐ 25 months-5 years
☐ Greater than 5 years

10. Currently or **in the past**, has the individual experienced significant life disruption because of mental health symptoms? ☐ No ☐ Yes
(check all that apply):
☐ Legal intervention due to mental health symptoms (date: _____)
☐ Housing change because of mental illness(date: _____)
☐ Suicide attempt or ideation (date[s] _____)
☐ Current Homelessness
☐ Homelessness within the past 6 months but not current
☐ Other: _____ (date: _____)

If yes, how recent:
☐ Current or within past 30 Days ☐ 2-6 months ☐ 7-12 months
☐ 13-24 months ☐ 25 months-5 years
☐ Greater than 5 years

11. Has the individual had a recent psychiatric/behavioral evaluation? ☐ No ☐ Yes (date: _____)

Section IV: DEMENTIA

12. Does the individual have a primary diagnosis of dementia or Alzheimer's disease?
☐ No (proceed to 14)
☐ Yes
☐ No, the individual has dementia but it is not primary (proceed to 14)

13. If yes to #12, is corroborative testing or other information available to verify the presence or progression of the dementia? ☐ No ☐ Yes (check all that apply):
☐ Dementia work up ☐ Comprehensive Mental Status Exam
☐ Other (specify): _____

Section V: PSYCHOTROPIC MEDICATIONS

14. Has the individual been prescribed psychoactive (mental health) medications now or within the past 6 months? ☐ No ☐ Yes (list below)
[use separate sheet if necessary]

Medication	Dosage MG/Day	Diagnosis	Discontinued
			<input type="checkbox"/>
			<input type="checkbox"/>
			<input type="checkbox"/>
			<input type="checkbox"/>

VI: INTELLECTUAL DISABILITIES AND RELATED CONDITIONS

15. Does the individual have a diagnosis of intellectual disability (ID)?
☐ No ☐ Yes

17. Is there presenting evidence of a cognitive or developmental impairment that occurred prior to age 18? ☐ No ☐ Yes

19. Does the individual have a diagnosis which affects intellectual or adaptive functioning? ☐ No ☐ Yes (Check all that apply)
☐ Autism ☐ Epilepsy
☐ Blindness ☐ Cerebral Palsy
☐ Closed Head Injury ☐ Deaf
☐ Other: _____

21. If yes to #19, did this condition develop prior to age 22?
☐ No ☐ Yes

16. Does the individual have presenting evidence of intellectual disability (ID) that has not been diagnosed? ☐ No ☐ Yes

18. Has the individual ever received services from an agency that serves people with ID? ☐ No
☐ Yes – agency: _____

20. Are there substantial functional limitations in any of the following? ☐ No ☐ Yes (Check all that apply)
☐ Mobility
☐ Self-Care
☐ Self-Direction
☐ Learning
☐ Understanding/Use of Language
☐ Capacity for living independently

VII: EXEMPTION AND CATEGORICAL DECISIONS (SECTION VII APPLIES ONLY TO PERSONS WITH KNOWN OR SUSPECTED MI AND/OR ID/RC)
(Ascend must approve use of categories and exemptions prior to admission)

22. Does the admission meet criteria for Hospital Exemption?

- ☐ No
- ☐ Yes (meets all the following **and** has a known or suspected SMI or ID/RC):
- Admission to NF directly from hospital after receiving acute inpatient medical care, and
 - Need for NF is required for the condition treated in the hospital (specify condition: _____), and
 - The attending physician has certified prior to NF admission the individual will require less than 30 calendar days of NF services **and** the individual's symptoms or behaviors are stable. Physician Name: _____
Physician Phone: _____
Physician Licenses #: _____

23. Additional Comments: _____

24. Does the admission meet the criteria for Terminal Illness?

- ☐ No
- ☐ Yes (Has a known or suspected SMI or ID/RC **and** MD has certified in writing that the patient has 6 months or less to live. The physician signed certification must be submitted to Ascend via facsimile within 6 business hours of submission of this form)

25. Does the admission meet the criteria for Severity of Illness?

- ☐ No
- ☐ Yes (Has a known or suspected SMI or ID/RC **and** is ventilator dependent or comatose/unresponsive)

26. Does the admission meet criteria for 30 day Respite?

- ☐ No
- ☐ Yes (Has a known or suspected SMI or ID/RC **and** is in need of respite stay for up to 30 calendar days in caregiver's absence)

27. Does the admission meet criteria for 7 day EPS Admission?

- ☐ No
- ☐ Yes (Has a known or suspected SMI or ID/RC and is in imminent need for short-term placement to ensure safety **and** no other placements are available)

28. Does the admission meet criteria for Dementia/MI?

- ☐ No
- ☐ Yes (Has a known or suspected MI **and** Dementia is primary)

29. Does the admission meet criteria for Dementia/ID?

- ☐ No
- ☐ Yes (Has a known or suspected ID/RC **and** Dementia is primary)

Section VIII: Guardianship & Physician Information (Required only for individuals with known or suspected Level II conditions)

30. Does the individual have a legal guardian? ☐ No legal guardian. ☐ Yes, information is below:

Legal Guardian Last Name _____ First Name _____ Phone: _____

Street _____ City _____ State _____ Zip _____

31. Primary Physician's Name: _____ Phone: _____ Fax: _____

Street _____ City _____ State _____ Zip _____

Section IX: REFERRAL SOURCE SIGNATURE:

By signing my name below, I attest that I have reviewed all information contained herein and that I take responsibility for the completeness and accuracy of information reported throughout this submission. I attest that I am a health care professional working in a clinical capacity for this provider. I understand that approved submitters include clinical professionals such as nurses, social workers (with a B.S. degree or higher), physicians, or home health agency clinical staff. Social service staff are not required to be licensed to submit information. I understand that administrative staff are not permitted to submit clinical information to Ascend. I understand that NE DHHS considers knowingly submitting inaccurate, incomplete, or misleading Level I information to be Medicaid fraud, and I have completed this form to the best of my knowledge.

Print Name:	Signature:	Date: / /
Agency/Facility:	Phone:	Fax:

Ascend Use Only: Reviewer Individualized Service Recommendations (applies if categorical approval [#26-27 or 29] was issued).

- | | | |
|---|---|--|
| <input type="checkbox"/> Evaluate psychopharmacologic medications | <input type="checkbox"/> Training in ADLs | <input type="checkbox"/> Other (specify) _____ |
| <input type="checkbox"/> Supportive counseling | <input type="checkbox"/> Explore/prepare for lower level of care | _____ |
| <input type="checkbox"/> Medication education | <input type="checkbox"/> Training in self-health care management | _____ |
| <input type="checkbox"/> Foreign language services | <input type="checkbox"/> Obtain prior behavioral health records to clarify need | <input type="checkbox"/> No recommendations at this time |

The outcome will be reflected on the computerized screen.

Attachment A - Nebraska PASRR Contract Activity

Request for Proposal Number 5165 Z1

Number of Level I Identification Screenings Reviewed, by State Fiscal Year

State Fiscal Year*	# of Screenings
FY2013	26,681
FY2014	25,004
FY2015	26,493

Number of Level II Evaluations Conducted, by State Fiscal Year

State Fiscal Year*	# of Evaluations
FY2013	787
FY2014	801
FY2015	1009

*State fiscal year runs from July 1 through June 30.

Number and Type of Level I/Level II Reviews and Outcomes by State Fiscal Year

Type	FY13	FY14	FY15
Level I Identification Screenings			
PRIMARY DEMENTIA/MI HALTED	40	60	46
EXEMPTED HOSPITAL DISCHARGE 30	151	157	318
CATEGORICAL SERIOUS MEDICAL	33	36	28
CATEGORICAL PROGRESSED	7	4	48
CATEGORICAL RESPITE 30 DAYS	13	20	24
CATEGORICAL EMERGENCY 7 DAYS	9	7	5
NEGATIVE LEVEL I	25562	23831	24823
POSITIVE LEVEL II	889	889	1201
Total Level I Screenings	26681	25004	26493
Level II Evaluations			
Level II Preadmission Evaluations			
MENTAL ILLNESS LEVEL II	510	407	550
MENTAL RETARDATION LEVEL II	144	143	115
RELATED CONDITION LEVEL II	40	35	24
MENTAL ILLNESS/MENTAL	43	38	61
Total Level II Preadmission Evaluations	737	623	750
Level II Status Change Evaluations			
MENTAL ILLNESS LEVEL II	34	108	166
MENTAL RETARDATION LEVEL II	13	58	50
RELATED CONDITION LEVEL II	3	4	16
MENTAL ILLNESS/MENTAL	1	8	27
Total Level II Status Change Evaluations	50	178	259
PAPER/HALTED/DISCONTINUED	123	60	65
Other			
APPEALS	0	0	0
CONSULTATION	0	0	0

State of Nebraska (State Purchasing Bureau)
REQUEST FOR PROPOSAL FOR CONTRACTUAL
SERVICES FORM

RETURN TO:
State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508
Phone: 402-471-6500
Fax: 402-471-2089

SOLICITATION NUMBER	RELEASE DATE
RFP 5165Z1	November 25, 2015
OPENING DATE AND TIME	PROCUREMENT CONTACT
January 06, 2016 at 2:00 p.m. Central Time	Teresa Fleming/Michelle Thompson

This form is part of the specification package and must be signed in ink and returned, along with proposal documents, by the opening date and time specified.

PLEASE READ CAREFULLY!

SCOPE OF SERVICE

The State of Nebraska, Administrative Services (AS), Materiel Division, State Purchasing Bureau, is issuing this Request for Proposal, RFP Number 5165Z1 for the purpose of selecting a qualified contractor to provide Preadmission Screening and Resident Review (PASRR) services statewide.

Written questions are due no later than December 10, 2015, and should be submitted via e-mail to as.materielpurchasing@nebraska.gov. Written questions may also be sent by facsimile to (402) 471-2089.

Bidder should submit one (1) original of the entire proposal. Proposals must be submitted by the proposal due date and time.

PROPOSALS MUST MEET THE REQUIREMENTS OUTLINED IN THIS REQUEST FOR PROPOSAL TO BE CONSIDERED VALID. PROPOSALS WILL BE REJECTED IF NOT IN COMPLIANCE WITH THESE REQUIREMENTS.

1. Sealed proposals must be received in State Purchasing Bureau by the date and time of proposal opening per the schedule of events. No late proposals will be accepted. No electronic, e-mail, fax, voice, or telephone proposals will be accepted.
2. This form "REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES" MUST be manually signed, in ink, and returned by the proposal opening date and time along with bidder's proposal and any other requirements as specified in the Request for Proposal in order for a bidder's proposal to be evaluated.
3. It is the responsibility of the bidder to check the website for all information relevant to this solicitation to include addenda and/or amendments issued prior to the opening date. Website address is as follows:
<http://das.nebraska.gov/materiel/purchasing.html>

IMPORTANT NOTICE: Pursuant to Neb. Rev. Stat. §84-602.02, all State contracts in effect as of January 1, 2014 will be posted to a public website beginning July 1, 2014. All non-proprietary or non-confidential information as defined by Law **WILL BE POSTED FOR PUBLIC VIEWING**.

Contractor hereby grants permission to the State of Nebraska and/or its agencies to reprint or republish any and all copyrighted documents related to Contractor's response to this Request for Proposal, and any and all figures, illustrations, photographs, charts, and other supplementary material on a website accessible by the public pursuant to Neb. Rev. Stat. §84-602.02. This waiver does not apply to proprietary information properly submitted in a separate sealed, package clearly marked "Proprietary."

Contractor represents and warrants that the contents of this response to Request for Proposal and all figures, illustrations, photographs, charts, and other supplementary material herein are original and do not libel anyone or infringe upon any patent, copyright, proprietary right, or any other right whatsoever of any other party. Contractor represents and warrants that Contractor has full power and authority to execute this Copyright Release and to grant the State of Nebraska and/or its agencies the right granted herein.

Contractor agrees to indemnify, defend, and hold harmless the State of Nebraska and/or its agencies against any and all claims, suits, and/or judgments, including costs, expenses, damages, and reasonable legal fees

based upon and arising from Contractor's violation of the rights of others and/or by reason of a breach of any of the foregoing warranties.

BIDDER MUST COMPLETE THE FOLLOWING

By signing this Request for Proposal for Contractual Services form, the bidder guarantees compliance with the provisions stated in this Request for Proposal, agrees to the terms and conditions unless otherwise agreed to (see Section III) and certifies that bidder maintains a drug free work place environment.

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 Contractors. This information is for statistical purposes only and will not be considered for contract award purposes.

____ **NEBRASKA CONTRACTOR AFFIDAVIT:** Bidder hereby attests that bidder is a Nebraska Contractor. "Nebraska Contractor" 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 RFP.

____ 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.

FIRM: _____

COMPLETE ADDRESS: _____

TELEPHONE NUMBER: _____ FAX NUMBER: _____

SIGNATURE: _____ DATE: _____

TYPED NAME & TITLE OF SIGNER: _____

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GLOSSARY OF TERMS

Acceptance Test Procedure: Benchmarks and other performance criteria, developed by the State of Nebraska or other sources of testing standards, for measuring the effectiveness of products or services and the means used for testing such performance.

Addendum: Something to be added or deleted to an existing document; a supplement.

After Receipt of Order (ARO): After Receipt of Order

Agency: Any state agency, board, or commission other than the University of Nebraska, the Nebraska State colleges, the courts, the Legislature, or any other office or agency established by the Constitution of Nebraska.

Agent/Representative: A person authorized to act on behalf of another.

Amend: To alter or change by adding, subtracting, or substituting.

Amendment: A written correction or alteration to a document.

Appropriation: Legislative authorization to expend public funds for a specific purpose. Money set apart for a specific use.

Award: All purchases, leases, or contracts which are based on competitive proposals will be awarded according to the provisions in the Request for Proposal. The State reserves the right to reject any or all proposals, wholly or in part, or to award to multiple bidders in whole or in part. The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal, and do not improve the bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State.

Best and Final Offer (BAFO): In a competitive bid, the final offer submitted which contains the bidder's (vendor's) most favorable terms for price.

Bid/Proposal: The offer submitted by a vendor in a response to written solicitation.

Bid Bond: An insurance agreement, accompanied by a monetary commitment, by which a third party (the surety) accepts liability and guarantees that the vendor will not withdraw the bid.

Bidder: A vendor who submits an offer bid in response to a written solicitation.

Business: Any corporation, partnership, individual, sole proprietorship, joint-stock company, joint venture, or any other private legal entity.

Business Day: Any weekday, except State-recognized holidays.

Calendar Day: Every day shown on the calendar including Saturdays, Sundays, and State/Federal holidays.

Cancellation: To call off or revoke a purchase order without expectation of conducting or performing it at a later time.

Central Processing Unit (CPU): Any computer or computer system that is used by the State to store, process, or retrieve data or perform other functions using Operating Systems and applications software.

Collusion: An agreement or cooperation between two or more persons or entities to accomplish a fraudulent, deceitful, or unlawful purpose.

Competition: The effort or action of two or more commercial interests to obtain the same business from third parties.

Confidential Information: Unless otherwise defined below, "Confidential Information" shall also mean proprietary trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. §84-712.05(3)). In accordance with Nebraska Attorney General Opinions 92068 and 97033, proof that information is proprietary requires identification of specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive.

Contract: An agreement between two or more parties creating obligations that are enforceable or otherwise recognizable at law; the writing that sets forth such an agreement.

Contract Administration: The management of the contract which includes and is not limited to; contract signing, contract amendments and any necessary legal actions.

Contract Management: The management of day to day activities at the agency which includes and is not limited to ensuring deliverables are received, specifications are met, handling meetings and making payments to the Contractor.

Contract Period: The duration of the contract.

Contractor: Any individual or entity having a contract to furnish commodities or services.

Cooperative Purchasing: The combining of requirements of two or more political entities to obtain advantages of volume purchases, reduction in administrative expenses or other public benefits.

Copyright: A property right in an original work of authorship fixed in any tangible medium of expression, giving the holder the exclusive right to reproduce, adapt and distribute the work.

Critical Program Error: Any Program Error, whether or not known to the State, which prohibits or significantly impairs use of the Licensed Software as set forth in the documentation and intended in the contract.

Customer Service: The process of ensuring customer satisfaction by providing assistance and advice on those products or services provided by the Contractor.

Default: The omission or failure to perform a contractual duty.

Deviation: Any proposed change(s) or alteration(s) to either the terms and conditions or deliverables within the scope of the written solicitation or contract.

Evaluation: The process of examining an offer after opening to determine the vendor's responsibility, responsiveness to requirements, and to ascertain other characteristics of the offer that relate to determination of the successful award.

Evaluation Committee: Committee(s) appointed by the requesting agency that advises and assists the procuring office in the evaluation of bids/proposals (offers made in response to written solicitations).

Extension: Continuance of a contract for a specified duration upon the agreement of the parties beyond the original Contract Period. Not to be confused with "Renewal Period".

Free on Board (F.O.B.) Destination: The delivery charges are included in the quoted price and prepaid by the vendor. Vendor is responsible for all claims associated with damages during delivery of product.

Free on Board (F.O.B.) Point of Origin: The delivery charges are not included in the quoted price and are the responsibility of the agency. Agency is responsible for all claims associated with damages during delivery of product.

Foreign Corporation: A foreign corporation that was organized and chartered under the laws of another state, government, or country.

Installation Date: The date when the procedures described in "Installation by Contractor", and "Installation by State", as found in the RFP, or contract, are completed.

Intellectual Disability (ID): As defined by 42 CFR 483.102 or subsequent Federal regulatory definition.

Late Bid/Proposal: An offer received after the Opening Date and Time.

Licensed Software Documentation: The user manuals and any other materials in any form or medium customarily provided by the Contractor to the users of the Licensed Software which will provide the State with sufficient information to operate, diagnose, and maintain the Licensed Software properly, safely, and efficiently.

Mandatory/Must: Required, compulsory, or obligatory.

May: Discretionary, permitted; used to express possibility.

Mental Illness (MI): As defined by 42 CFR 483.102 or subsequent Federal regulatory definition.

Module (see System): A collection of routines and data structures that perform a specific function of software.

Must: See Shall/Will/Must.

National Institute for Governmental Purchasing (NIGP): National Institute of Governmental Purchasing – Source used for assignment of universal commodity codes to goods and services.

Open Market Purchase: Authorization may be given to an agency to purchase items above direct purchase authority due to the unique nature, price, quantity, location of the using agency, or time limitations by the AS Materiel Division, State Purchasing Bureau.

Opening Date and Time: Specified date and time for the public opening of received, labeled, and sealed formal proposals.

Operating System: The control program in a computer that provides the interface to the computer hardware and peripheral devices, and the usage and allocation of memory resources, processor resources, input/output resources, and security resources.

Outsourcing: The contracting out of a business process which an organization may have previously performed internally or has a new need for, to an independent organization from which the process is purchased back.

Payroll & Financial Center (PFC): Electronic procurement system of record.

Performance Bond: An insurance agreement, accompanied by a monetary commitment, by which a third party (the surety) accepts liability and guarantees that the Contractor fulfills any and all obligations under the contract.

Platform: A specific hardware and Operating System combination that is different from other hardware and Operating System combinations to the extent that a different version of the Licensed Software product is required to execute properly in the environment established by such hardware and Operating System combination.

Pre-Bid/Pre-Proposal Conference: A meeting scheduled for the purpose of clarifying a written solicitation and related expectations.

Product: Something that is distributed commercially for use or consumption and that is usually (1) tangible personal property, (2) the result of fabrication or processing, and (3) an item that has passed through a chain of commercial distribution before ultimate use or consumption.

Program Error: Code in Licensed Software which produces unintended results or actions, or which produces results or actions other than those described in the specifications. A program error includes, without limitation, any Critical Program Error.

Program Set: The group of programs and products, including the Licensed Software specified in the RFP, plus any additional programs and products licensed by the State under the contract for use by the State.

Project: The total scheme, program, or method worked out for the accomplishment of an objective, including all documentation, commodities, and services to be provided under the contract.

Proposal: See Bid/Proposal.

Proprietary Information: Proprietary information is defined as trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. §84-712.05(3)). In accordance with Attorney General Opinions 92068 and 97033, proof that information is proprietary requires identification of specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive.

Protest/Grievance: A complaint about a governmental action or decision related to a Request for Proposal or resultant contract, brought by a vendor who has timely submitted a bid response in connection with the award in question, to AS Materiel Division or another designated agency with the intention of achieving a remedial result.

Public Proposal Opening: The process of opening correctly submitted offers at the time and place specified in the written solicitation and in the presence of anyone who wished to attend.

Recommended Hardware Configuration: The data processing hardware (including all terminals, auxiliary storage, communication, and other peripheral devices) to the extent utilized by the State as recommended by the Contractor.

Related Condition (RC): As defined by 42 CFR 483.102 or subsequent Federal regulatory definition.

Release Date: The date of public release of the written solicitation to seek offers

Renewal Period: Optional contract periods subsequent to the original Contract Period for a specified duration with previously agreed to terms and conditions. Not to be confused with Extension.

Request for Information (RFI): A general invitation to vendors requesting information for a potential future solicitation. The RFI is typically used as a research and information gathering tool for preparation of a solicitation.

Request for Proposal (RFP): A written solicitation utilized for obtaining competitive offers.

Responsible Bidder: A bidder who has the capability in all respects to perform fully and lawfully all requirements with integrity and reliability to assure good faith performance.

Responsive Bidder: A bidder who has submitted a bid which conforms to all requirements of the solicitation document.

Shall/Will/Must: An order/command; mandatory.

Should: Expected; suggested, but not necessarily mandatory.

Software License: Legal instrument with or without printed material that governs the use or redistribution of licensed software.

Sole Source – Commodity: When an item is available from only one source due to the unique nature of the requirement, its supplier, or market conditions.

Sole Source – Services: A service of such a unique nature that the vendor selected is clearly and justifiably the only practical source to provide the service. Determination that the vendor selected is justifiably the sole source is based on either the uniqueness of the service or sole availability at the location required.

Specifications: The detailed statement, especially of the measurements, quality, materials, and functional characteristics, or other items to be provided under a contract.

System (see Module): Any collection or aggregation of two (2) or more Modules that is designed to function, or is represented by the Contractor as functioning or being capable of functioning, as an entity.

Termination: Occurs when either party, pursuant to a power created by agreement or law, puts an end to the contract prior to the stated expiration date. All obligations which are still executory on both sides are discharged but any right based on prior breach or performance survives.

Trade Secret: Information, including, but not limited to, a drawing, formula, pattern, compilation, program, device, method, technique, code, or process that (a) derives independent economic value, actual or potential, from not being known to, and not being ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy (see Neb. Rev. Stat. §87-502(4)).

Trademark: A word, phrase, logo, or other graphic symbol used by a manufacturer or vendor to distinguish its product from those of others, registered with the U.S. Patent and Trademark Office.

Upgrade: Any change that improves or alters the basic function of a product or service.

Vendor: An individual or entity lawfully conducting business in the State of Nebraska, or licensed to do so, who seeks to provide goods or services under the terms of a written solicitation.

Vendor Performance Report: A report issued to the Contractor by State Purchasing Bureau when products or services delivered or performed fail to meet the terms of the purchase order, contract, and/or specifications, as reported to State Purchasing Bureau by the agency. The State Purchasing Bureau shall contact the Contractor regarding any such report. The vendor performance report will become a part of the permanent record for the Contractor. The State may require vendor to cure. Two such reports may be cause for immediate termination.

Will: See Shall/Will/Must.

Work Day: See Business Day.

I. SCOPE OF THE REQUEST FOR PROPOSAL

The State of Nebraska, Administrative Services (AS), Materiel Division, State Purchasing Bureau (hereafter known as State Purchasing Bureau), is issuing this Request for Proposal, RFP Number 5165Z1 for the purpose of selecting a qualified Contractor to provide Preadmission Screening and Resident Review (PASRR) services statewide. Any resulting contract is not an exclusive contract to furnish the services provided for in this Request for Proposal, and does not preclude the purchase of similar services from other sources.

A contract resulting from this Request for Proposal will be issued from the date of award through June 30, 2017. The contract has the option to be renewed for three (3) additional one (1) year periods as mutually agreed upon by all parties. The State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the Contractor and the State of Nebraska.

ALL INFORMATION PERTINENT TO THIS REQUEST FOR PROPOSAL CAN BE FOUND ON THE INTERNET AT:
<http://das.nebraska.gov/materiel/purchasing.html>

A. SCHEDULE OF EVENTS

The State expects to adhere to the tentative procurement schedule shown below. It should be noted, however, that some dates are approximate and subject to change.

ACTIVITY		DATE/TIME
1.	Release Request for Proposal	November 25, 2015
2.	Last day to submit written questions	December 10, 2015
3.	State responds to written questions through Request for Proposal "Addendum" and/or "Amendment" to be posted to the Internet at: http://das.nebraska.gov/materiel/purchasing.html	December 17, 2015
4.	Proposal opening Location: State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, NE 68508	January 06, 2016 2:00 PM Central Time
5.	Review for conformance of mandatory requirements	January 06, 2016
6.	Evaluation period	January 11, 2016 – January 26, 2016
7.	"Oral Interviews/Presentations and/or Demonstrations" (if required)	TBD
8.	Post "Letter of Intent to Contract" to Internet at: http://das.nebraska.gov/materiel/purchasing.html	February 01, 2016
9.	Contract finalization period	February 03, 2016 – April 01, 2016
10.	Contract award	April 18, 2016
11.	Contractor start date	May 01, 2016

II. PROCUREMENT PROCEDURES

A. PROCURING OFFICE AND CONTACT PERSON

Procurement responsibilities related to this Request for Proposal reside with the State Purchasing Bureau. The point of contact for the procurement is as follows:

Name: Teresa Fleming/Michelle Thompson
Agency: State Purchasing Bureau
Address: 1526 K Street, Suite 130
Lincoln, NE 68508
Telephone: 402-471-6500
Facsimile: 402-471-2089
E-Mail: as.materielpurchasing@nebraska.gov

B. GENERAL INFORMATION

The Request for Proposal is designed to solicit proposals from qualified vendors who will be responsible for providing Preadmission Screening and Resident Review (PASRR) services statewide at a competitive and reasonable cost. Proposals that do not conform to the mandatory items as indicated in the Request for Proposal will not be considered.

Proposals shall conform to all instructions, conditions, and requirements included in the Request for Proposal. Prospective bidders are expected to carefully examine all documentation, schedules, and requirements stipulated in this Request for Proposal, and respond to each requirement in the format prescribed.

A fixed-price contract will be awarded as a result of this proposal. In addition to the provisions of this Request for Proposal and the awarded proposal, which shall be incorporated by reference in the contract, any additional clauses or provisions required by the terms and conditions will be included as an amendment to the contract.

C. CUSTOMER SERVICE

In addition to any specified service requirements contained in this agreement, the Contractor agrees and understands that satisfactory customer service is required. Contractor will develop or provide technology and business procedures designed to enhance the level of customer satisfaction and to provide the customer appropriate information given their situation. Contractor, its employees, Subcontractors, and agents must be accountable, responsive, reliable, patient, and have well-developed communication skills as set forth by the customer service industry's best practices and processes.

D. COMMUNICATION WITH STATE STAFF AND EVALUATORS

From the date the Request for Proposal is issued until a determination is announced regarding the selection of the Contractor, contact regarding this project between potential Contractors and individuals employed by the State is restricted to only written communication with the staff designated above as the point of contact for this Request for Proposal. Bidders shall not have any communication with, or attempt to communicate with or influence in any way, any evaluator involved in this RFP.

Once a Contractor is preliminarily selected, as documented in the intent to contract, that Contractor is restricted from communicating with State staff until a contract is signed. Violation of this condition may be considered sufficient cause to reject a Contractor's proposal and/or selection irrespective of any other condition.

The following exceptions to these restrictions are permitted:

1. written communication with the person(s) designated as the point(s) of contact for this Request for Proposal or procurement;
2. contacts made pursuant to any pre-existing contracts or obligations; and
3. state-requested presentations, key personnel interviews, clarification sessions or discussions to finalize a contract.

Violations of these conditions may be considered sufficient cause to reject a bidder's proposal and/or selection irrespective of any other condition. No individual member of the State, employee of the State, or member of the Evaluation Committee is empowered to make binding statements regarding this Request for Proposal. The buyer will issue any clarifications or opinions regarding this Request for Proposal in writing.

E. WRITTEN QUESTIONS AND ANSWERS

Any explanation desired by a bidder regarding the meaning or interpretation of any Request for Proposal provision must be submitted in writing to the State Purchasing Bureau and clearly marked "RFP Number 5165Z1; Preadmission Screening and Resident Review (PASRR) services statewide Questions". It is preferred that questions be sent via e-mail to as.materielpurchasing@nebraska.gov. Questions may also be sent by facsimile to 402-471-2089, but must include a cover sheet clearly indicating that the transmission is to the attention of Teresa Fleming/Michelle Thompson, showing the total number of pages transmitted, and clearly marked "RFP Number 5165Z1; Preadmission Screening and Resident Review (PASRR) services statewide Questions".

It is recommended that Bidders submit questions sequentially numbered, include the RFP reference and page number using the following format.

<u>Question Number</u>	<u>RFP Section Reference</u>	<u>RFP Page Number</u>	<u>Question</u>

Written answers will be provided through an addendum to be posted on the Internet at <http://das.nebraska.gov/materiel/purchasing.html> on or before the date shown in the Schedule of Events.

F. ORAL INTERVIEWS/PRESENTATIONS AND/OR DEMONSTRATIONS

The Evaluation Committee(s) may conclude after the completion of the Technical and Cost Proposal evaluation that oral interviews/presentations and/or demonstrations are required in order to determine the successful bidder. All bidders may not have an opportunity to interview/present and/or give demonstrations; the State reserves the right to select only the top scoring bidders to present/give oral interviews in its sole discretion. The scores from the oral interviews/presentations and/or demonstrations will be added to the scores from the Technical and Cost Proposals. The presentation process will allow the bidders to demonstrate their proposal offering, explaining and/or clarifying any unusual or significant elements related to their proposals. Bidders' key personnel may be requested to participate in a structured interview to determine their understanding of the requirements of this proposal, their authority and reporting relationships within their firm, and their management style and philosophy. Bidders shall not be allowed to alter or amend their proposals. Only representatives of the State and the presenting bidders will be permitted to attend the oral interviews/presentations and/or demonstrations.

Once the oral interviews/presentations and/or demonstrations have been completed the State reserves the right to make a contract award without any further discussion with the bidders regarding the proposals received.

Detailed notes of oral interviews/presentations and/or demonstrations may be recorded and supplemental information (such as briefing charts, et cetera) may be accepted; however, such supplemental information shall not be considered an amendment to a bidders' proposal. Additional written information gathered in this manner shall not constitute replacement of proposal contents.

Any cost incidental to the oral interviews/presentations and/or demonstrations shall be borne entirely by the bidder and will not be compensated by the State.

G. SUBMISSION OF PROPOSALS

The following describes the requirements related to proposal submission, proposal handling, and review by the State.

To facilitate the proposal evaluation process, one (1) original of the entire proposal should be submitted. Proposals must be submitted by the proposal due date and time. **A separate sheet must be provided that clearly states which sections have been submitted as proprietary or have copyrighted materials.** All proprietary information the bidder wishes the State to withhold must be submitted in accordance with the instructions outlined in Section III, Proprietary Information. Proposal responses should include the completed Form A, Bidder Contact Sheet. Proposals must reference the Request for Proposal number and be sent to the specified address. Please note that the address label should appear as specified in Section II part A on the face of each container or bidder's bid response packet. Rejected late proposals will be returned to the bidder unopened, if requested, at bidder's expense. If a recipient phone number is required for delivery purposes, 402-471-6500 should be used. The Request for Proposal number must be included in all correspondence.

Emphasis should be concentrated on conformance to the Request for Proposal instructions, responsiveness to requirements, completeness, and clarity of content. If the bidder's proposal is presented in such a fashion that makes evaluation difficult or overly time consuming, it is likely that the proposal will be rejected.

IMPORTANT NOTICE: Pursuant to Neb. Rev. Stat. §84-602.02, all State contracts in effect as of January 1, 2014 will be posted to a public website beginning July 1, 2014. All non-proprietary or non-confidential information as defined by Law **WILL BE POSTED FOR PUBLIC VIEWING.**

The Technical and Cost Proposals should be packaged separately (loose-leaf binders are preferred) on standard 8 ½" by 11" paper, except that charts, diagrams and the like may be on fold-outs which, when folded, fit into the 8 ½" by 11" format. Pages may be consecutively numbered for the entire proposal, or may be numbered consecutively within sections. Figures and tables must be numbered and referenced in the text by that number. They should be placed as close as possible to the referencing text. The Technical Proposal must not contain any reference to dollar amounts. However, information such as data concerning labor hours and categories, materials, subcontracts and so forth, shall be considered in the Technical Proposal so that the bidder's understanding of the scope of work may be evaluated. The Technical Proposal shall disclose the bidder's technical approach in as much detail as possible, including, but not limited to, the information required by the Technical Proposal instructions.

H. PROPOSAL OPENING

The sealed proposals will be publicly opened and the bidding entities announced on the date, time, and location shown in the Schedule of Events. Proposals will be available for viewing by those present at the proposal opening. Vendors may also contact the State to schedule an appointment for viewing proposals after the Intent to Award has been posted to the website.

I. LATE PROPOSALS

Proposals received after the time and date of the proposal opening will be considered late proposals. Rejected late proposals will be returned to the bidder unopened, if requested, at bidder's expense. The State is not responsible for proposals that are late or lost due to mail service inadequacies, traffic, or any other reason(s).

J. REJECTION OF PROPOSALS

The State reserves the right to reject any or all proposals, wholly or in part, or to award to multiple bidders in whole or in part. The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal and do not improve the bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State.

K. EVALUATION OF PROPOSALS

All responses to this Request for Proposal which fulfill all mandatory requirements will be evaluated. Each category will have a maximum possible point potential. The State will conduct a fair, impartial, and comprehensive evaluation of all proposals in accordance with the criteria set forth below. The State may elect to use a third-party to conduct credit checks as part of the corporate overview evaluation. Areas that will be addressed and scored during the evaluation include:

1. Corporate Overview shall include but is not limited to:
 - a. the ability, capacity, and skill of the bidder to deliver and implement the system or project that meets the requirements of the Request for Proposal;
 - b. the character, integrity, reputation, judgment, experience, and efficiency of the bidder;
 - c. whether the bidder can perform the contract within the specified time frame;
 - d. the quality of bidder performance on prior contracts;
 - e. such other information that may be secured and that has a bearing on the decision to award the contract;
2. Technical Approach; and
3. Cost Proposal.

Neb. Rev. Stat. §73-107 allows for a preference for a resident disabled veteran or business located in a designated enterprise zone. When a state contract is to be awarded to the lowest responsible bidder, a resident disabled veteran or a business located in a designated enterprise zone under the Enterprise Zone Act shall be allowed a preference over any other resident or nonresident bidder, if all other factors are equal.

Resident disabled veterans means any person (a) who resides in the State of Nebraska, who served in the United States Armed Forces, including any reserve component or the National Guard, who was discharged or otherwise separated with a characterization of honorable or general (under honorable conditions), and who possesses a disability rating letter issued by the United States Department of Veterans Affairs establishing a service-connected disability or a disability determination from the United States Department of Defense and (b)(i) who owns and controls a business or, in the case of a publicly owned business, more than fifty percent of the stock is owned by one or more persons described in subdivision (a) of this subsection and (ii) the management and daily business operations of the business are controlled by one or more persons described in subdivision(a) of this subsection. Any contract entered into without compliance with this section shall be null and void.

Therefore, if a resident disabled veteran or business located in a designated enterprise zone submits a bid in accordance with Neb. Rev. Stat. §73-107 and has so indicated on the RFP cover page under "Bidder must

complete the following” requesting priority/preference to be considered in the award of this contract, the following will need to be submitted by the vendor within ten (10) business days of request:

- a. Documentation from the United States Armed Forces confirming service;
- b. Documentation of discharge or otherwise separated characterization of honorable or general (under honorable conditions);
- c. Disability rating letter issued by the United States Department of Veterans Affairs establishing a service-connected disability or a disability determination from the United States Department of Defense; and
- d. Documentation which shows ownership and control of a business or, in the case of a publicly owned business, more than fifty percent of the stock is owned by one or more persons described in subdivision (a) of this subsection; and the management and daily business operations of the business are controlled by one or more persons described in subdivision (a) of this subsection.

Failure to submit the requested documentation within ten (10) business days of notice will disqualify the bidder from consideration of the preference.

Evaluation criteria will become public information at the time of the Request for Proposal opening. Evaluation criteria and a list of respondents will be posted to the State Purchasing Bureau website at <http://das.nebraska.gov/materiel/purchasing.html>. Evaluation criteria will not be released prior to the proposal opening.

L. EVALUATION COMMITTEE

Proposals will be independently evaluated by members of the Evaluation Committee(s). The Evaluation Committee(s) will consist of staff with the appropriate expertise to conduct such proposal evaluations. Names of the members of the Evaluation Committee(s) will not be published.

Prior to award, bidders are advised that only the point of contact indicated on the front cover of this Request for Proposal For Contractual Services Form can clarify issues or render any opinion regarding this Request for Proposal. No individual member of the State, employee of the State, or member of the Evaluation Committee(s) is empowered to make binding statements regarding this Request for Proposal.

Any contact, or attempted contact, with an evaluator that is involved with this RFP may result in the rejection of this proposal and further administrative actions may be taken.

M. MANDATORY REQUIREMENTS

The proposals will first be examined to determine if all mandatory requirements listed below have been addressed to warrant further evaluation. Proposals not meeting mandatory requirements will be excluded from further evaluation. The mandatory requirement items are as follows:

1. Request for Proposal For Contractual Services form, signed in ink;
2. Corporate Overview;
3. Technical Approach; and
4. Cost Proposal.

N. REFERENCE CHECKS

The State reserves the right to check any reference(s), regardless of the source of the reference information, including but not limited to, those that are identified by the company in the proposal, those indicated through the explicitly specified contacts, those that are identified during the review of the proposal, or those that result from communication with other entities involved with similar projects. The State may use a third-party to conduct reference checks.

Information to be requested and evaluated from references may include, but is not limited to, some or all of the following: financial stability of the company, project description and background, job performed, functional and technical abilities, communication skills and timeliness, cost and schedule estimates and accuracy, problems (poor quality deliverables, contract disputes, work stoppages, et cetera), overall performance, and whether or not the reference would rehire the firm or individual. Only top scoring bidders may receive reference checks, and negative references may eliminate bidders from consideration for award.

O. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS

All bidders should be authorized to transact business in the State of Nebraska. All bidders are expected to comply with all Nebraska Secretary of State Registration requirements. It is the responsibility of the bidder to comply with any registration requirements pertaining to types of business entities (e.g. person, partnership, foreign or domestic limited liability company, association, or foreign or a domestic corporation or other type of business entity). The

bidder who is the recipient of an Intent to Award will be required to certify that it has so complied and produce a true and exact copy of its current (within ninety (90) calendar days), valid Certificate of Good Standing or Letter of Good Standing; or in the case of a sole proprietorship, provide written documentation of sole proprietorship. This must be accomplished prior to the award of the contract. Construction Contractors are expected to meet all applicable requirements of the Nebraska Contractor Registration Act and provide a current, valid certificate of registration. Further, all bidders shall comply with any and all other applicable Nebraska statutes regarding transacting business in the State of Nebraska. Bidders should submit the above certification(s) with their bid.

If a bank is registered with the Office of Comptroller of Currency, it is not required to register with the State. However, the Office of Comptroller of Currency does have a certificate of good standing/registration. The bank could provide that for verification. (Optional)

P. VIOLATION OF TERMS AND CONDITIONS

Violation of the terms and conditions contained in this Request for Proposal or any resultant contract, at any time before or after the award, shall be grounds for action by the State which may include, but is not limited to, the following:

1. Rejection of a bidder's proposal;
2. Suspension of the bidder from further bidding with the State for the period of time relative to the seriousness of the violation, such period to be within the sole discretion of the State.

III. TERMS AND CONDITIONS

By signing the "Request for Proposal for Contractual Services" form, the bidder guarantees compliance with the provisions stated in this Request for Proposal, agrees to the Terms and Conditions unless otherwise agreed to, and certifies bidder maintains a drug free work place environment.

Bidders are expected to closely read the Terms and Conditions and provide a binding signature of intent to comply with the Terms and Conditions; provided, however, a bidder may indicate any exceptions to the Terms and Conditions by (1) clearly identifying the term or condition by subsection, and (2) including an explanation for the bidder's inability to comply with such term or condition which includes a statement recommending terms and conditions the bidder would find acceptable. Rejection in whole or in part of the Terms and Conditions may be cause for rejection of a bidder's proposal. **Bidders must include completed Section III with their proposal response.**

A. GENERAL

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

The contract resulting from this Request for Proposal shall incorporate the following documents:

1. Amendment to Contract Award with the most recent dated amendment having the highest priority;
2. Contract Award and any attached Addenda;
3. The Request for Proposal form and the Contractor's Proposal, signed in ink
4. Amendments to RFP and any Questions and Answers; and
5. The original RFP document and any Addenda.

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a 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 Contract Award with the most recent dated amendment having the highest priority, 2) Contract Award and any attached Addenda, 3) the signed Request for Proposal form and the Contractor's Proposal, 4) Amendments to RFP and any Questions and Answers, 5) the original RFP document and any Addenda.

Any ambiguity in any provision of this contract which shall be discovered after its execution shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska.

Once proposals are opened they become the property of the State of Nebraska and will not be returned.

B. AWARD

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

All purchases, leases, or contracts which are based on competitive proposals will be awarded according to the provisions in the Request for Proposal. The State reserves the right to reject any or all proposals, in whole or in part, or to award to multiple bidders in whole or in part, and at its discretion, may withdraw or amend the Request for Proposal at any time. The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal, and do not improve the bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State. The Request for Proposal does not commit the State to

award a contract. If, in the opinion of the State, revisions or amendments will require substantive changes in proposals, the due date may be extended.

By submitting a proposal in response to this Request for Proposal, the bidder grants to the State the right to contact or arrange a visit in person with any or all of the bidder's clients.

Once intent to award decision has been determined, it will be posted to the Internet at:

<http://das.nebraska.gov/materiel/purchasing.html>

Grievance and protest procedure is available on the Internet at:

http://das.nebraska.gov/materiel/purchase_bureau/docs/vendors/protest/ProtestGrievanceProcedureForVendors.pdf

Any protests must be filed by a vendor within ten (10) business days after the intent to award decision is posted to the Internet.

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

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

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 services to be covered by any contract resulting from this Request for Proposal.

D. PERMITS, REGULATIONS, LAWS

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

The Contractor shall procure and pay for all permits, licenses, and approvals necessary for the execution of the contract. The Contractor shall comply with all applicable local, state, and federal laws, ordinances, rules, orders, and regulations.

E. OWNERSHIP OF INFORMATION AND DATA

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

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

The Contractor must guarantee that it has the full legal right to the materials, supplies, equipment, and other rights or titles (e.g. rights to licenses transfer or assign deliverables) necessary to execute this contract. The contract price shall, without exception, include compensation for all royalties and costs arising from patents, trademarks, and copyrights that are in any way involved in the contract. It shall be the responsibility of the Contractor to pay for all royalties and costs, and the State must be held harmless from any such claims.

F. INSURANCE REQUIREMENTS

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

The Contractor shall not commence work under this contract until all the insurance required hereunder has been obtained and such insurance has been approved by the State. The Contractor shall maintain all required insurance for the life of this contract and shall ensure that the State Purchasing Bureau has the most current certificate of insurance throughout the life of this contract. If Contractor will be utilizing any Subcontractors, the Contractor is responsible for obtaining the certificate(s) of insurance required herein under from any and all Subcontractor(s). The Contractor is also responsible for ensuring Subcontractor(s) maintain the insurance required until completion of the contract requirements. The Contractor shall not allow any Subcontractor to commence work on any Subcontract until all similar insurance required of the Subcontractor has been obtained and approved by the Contractor. Approval of the insurance by the State shall not limit, relieve, or decrease the liability of the Contractor hereunder.

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.

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 contractors' 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. This policy shall include a waiver of subrogation in favor of the State. The amounts of such insurance shall not be less than the limits stated hereinafter.

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 excess and non-contributory. The Commercial Automobile Liability Insurance shall be written to cover all Owned, Non-owned, and Hired vehicles.

3. INSURANCE COVERAGE AMOUNTS REQUIRED

WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY	
Coverage A	Statutory
Coverage B	Statutory
Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee
COMMERCIAL GENERAL LIABILITY	
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal/Advertising Injury	\$1,000,000 any one person
Bodily Injury/Property Damage	\$1,000,000 per occurrence
Fire Damage	\$50,000 any one fire
Medical Payments	\$5,000 any one person
COMMERCIAL AUTOMOBILE LIABILITY	
Bodily Injury/Property Damage	\$1,000,000 combined single limit
UMBRELLA/EXCESS LIABILITY	
Over Primary Insurance	\$5,000,000 per occurrence
SUBROGRATION WAIVER	
"Waiver of Subrogation on the Worker's Compensation in favor of the State of Nebraska."	
LIABILITY WAIVER	
"The State of Nebraska, Certificate holder, is an additionally insured, primary & noncontributory on the General Liability."	
MEDICAL PROFESSIONAL LIABILITY	
	\$5,000,000 in aggregate \$500,000 per occurrence

4. EVIDENCE OF COVERAGE

The Contractor should furnish the State, with their proposal response, a certificate of insurance coverage complying with the above requirements to the attention of the Buyer at 402-471-2089 (fax).

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

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.

Notice of cancellation of any required insurance policy must be submitted to Administrative Services State Purchasing Bureau when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

G. COOPERATION WITH OTHER CONTRACTORS

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

The State may already have in place or choose to award supplemental contracts for work related to this Request for Proposal, or any portion thereof.

- The State reserves the right to award the contract jointly between two or more potential Contractors, if such an arrangement is in the best interest of the State.

2. The Contractor shall agree to cooperate with such other Contractors, and shall not commit or permit any act which may interfere with the performance of work by any other Contractor.

H. INDEPENDENT CONTRACTOR

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

It is agreed that nothing contained herein is intended or should be construed in any manner as creating or establishing the relationship of partners between the parties hereto. The Contractor represents that it has, or will secure at its own expense, all personnel required to perform the services under the contract. The Contractor's employees and other persons engaged in work or services required by the contractor under the contract shall have no contractual relationship with the State; they shall not be considered employees of the State.

All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination against the Contractor, its officers, or its agents) shall in no way be the responsibility of the State. The Contractor will hold the State harmless from any and all such claims. Such personnel or other persons shall not require nor be entitled to any compensation, rights, or benefits from the State including without limit, tenure rights, medical and hospital care, sick and vacation leave, severance pay, or retirement benefits.

I. CONTRACTOR RESPONSIBILITY

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

The Contractor is solely responsible for fulfilling the contract, with responsibility for all services offered and products to be delivered as stated in the Request for Proposal, the Contractor's proposal, and the resulting contract. The Contractor shall be the sole point of contact regarding all contractual matters.

If the Contractor intends to utilize any Subcontractor's services, the Subcontractor's level of effort, tasks, and time allocation must be clearly defined in the Contractor'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. Following execution of the contract, the Contractor shall proceed diligently with all services and shall perform such services with qualified personnel in accordance with the contract.

J. CONTRACTOR PERSONNEL

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

The Contractor warrants that all persons assigned to the project shall be employees of the Contractor or specified Subcontractors, and shall be fully qualified to perform the work required herein. Personnel employed by the Contractor to fulfill the terms of the contract shall remain under the sole direction and control of the Contractor. The Contractor shall include a similar provision in any contract with any Subcontractor selected to perform work on the project.

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

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

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

1. any and all 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 and submitting any reports on such insurance to the extent required by governing State law; and
5. determining the hours to be worked and the duties to be performed by the Contractor's employees.

K. STATE OF NEBRASKA PERSONNEL RECRUITMENT PROHIBITION

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

The Contractor shall not, at any time, recruit or employ any State employee or agent who has worked on the Request for Proposal or project, or who had any influence on decisions affecting the Request for Proposal or project.

L. CONFLICT OF INTEREST

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

By submitting a proposal, bidder certifies that there does not now exist any relationship between the bidder and any person or entity which is or gives the appearance of a conflict of interest related to this Request for Proposal or project.

The bidder certifies that it shall not take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its services hereunder or which creates an actual or appearance of conflict of interest.

The bidder certifies that it will not employ any individual known by bidder to have a conflict of interest.

M. PROPOSAL PREPARATION COSTS

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

The State shall not incur any liability for any costs incurred by bidders in replying to this Request for Proposal, in the demonstrations and/or oral presentations, or in any other activity related to bidding on this Request for Proposal.

N. ERRORS AND OMISSIONS

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

The bidder shall not take advantage of any errors and/or omissions in this Request for Proposal or resulting contract. The bidder must promptly notify the State of any errors and/or omissions that are discovered.

O. BEGINNING OF WORK

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

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

P. ASSIGNMENT BY THE STATE

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

The State shall have the right to assign or transfer the contract or any of its interests herein to any agency, board, commission, or political subdivision of the State of Nebraska. There shall be no charge to the State for any assignment hereunder.

Q. ASSIGNMENT BY THE CONTRACTOR

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

The Contractor may not assign, voluntarily or involuntarily, the contract or any of its rights or obligations hereunder (including without limitation rights and duties of performance) to any third party, without the prior written consent of the State, which will not be unreasonably withheld.

R. DEVIATIONS FROM THE REQUEST FOR PROPOSAL

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

The requirements contained in the Request for Proposal become a part of the terms and conditions of the contract resulting from this Request for Proposal. Any deviations from the Request for Proposal must be clearly defined by the bidder in its proposal and, if accepted by the State, will become part of the contract. Any specifically defined deviations must not be in conflict with the basic nature of the Request for Proposal, mandatory requirements, or applicable state or federal laws or statutes. "Deviation", for the purposes of this RFP, means any proposed changes or alterations to either the contractual language or deliverables within the scope of this RFP. The State discourages deviations and reserves the right to reject proposed deviations.

S. GOVERNING LAW

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

The contract shall be governed in all respects by the laws and statutes of the State of Nebraska. Any legal proceedings against the State of Nebraska regarding this Request for Proposal or any resultant contract shall be brought in the State of Nebraska administrative or judicial forums as defined by State law. The Contractor must be in compliance with all Nebraska statutory and regulatory law.

T. ATTORNEY'S FEES

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

In the event of any litigation, appeal, or other legal action to enforce any provision of the contract, the Contractor agrees to pay all expenses of such action, as permitted by law, including attorney's fees and costs, if the State is the prevailing party.

U. ADVERTISING

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

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 services are endorsed or preferred by the State. News releases pertaining to the project shall not be issued without prior written approval from the State.

V. STATE PROPERTY

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

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.

W. SITE RULES AND REGULATIONS

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

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 between the State and the Contractor.

X. NOTIFICATION

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

During the bid process, all communication between the State and a bidder shall be between the bidder's representative clearly noted in its proposal and the buyer noted in Section II.A. Procuring Office and Contact Person, of this RFP. After the award of the contract, all notices under the contract shall be deemed duly given upon delivery to the staff designated as the point of contact for this Request for Proposal, in person, or upon delivery by U.S. Mail, facsimile, or e-mail. Each bidder should provide in its proposal the name, title, and complete address of its designee to receive notices.

1. Except as otherwise expressly specified herein, all notices, requests, or other communications 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 above, 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 three (3) calendar days following deposit in the mail.
2. Whenever the Contractor encounters any difficulty which is delaying or threatens to delay its timely performance under the contract, the Contractor shall immediately give notice thereof in writing to the State reciting all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery schedule or be construed as a waiver by the State of any of its rights or remedies to which it is entitled by law or equity or pursuant to the provisions of the contract. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery schedule because of such delay.

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.

For the duration of the contract, all communication between Contractor and the State regarding the contract shall take place between the Contractor and individuals specified by the State in writing. Communication about the contract between Contractor and individuals not designated as points of contact by the State is strictly forbidden.

Y. EARLY TERMINATION

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

The contract may be terminated as follows:

1. The State and the Contractor, by mutual written agreement, may terminate the contract at any time.
2. 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.
3. 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;
 - i. second or subsequent documented "vendor performance report" form deemed acceptable by the State Purchasing Bureau; or
 - j. Contractor engaged in collusion or actions which could have provided Contractor an unfair advantage in obtaining this contract.

Z. FUNDING OUT CLAUSE OR LOSS OF APPROPRIATIONS

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

The State may terminate the contract, in whole or in part, in the event funding is no longer available. The State's obligation to pay amounts due for fiscal years following the current fiscal year is contingent upon legislative appropriation of funds for the contract. Should said funds not be appropriated, the State may terminate the contract

with respect to those payments for the fiscal years 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 any termination, and advise the Contractor of the location (address and room number) of any related equipment. All obligations of the State to make payments after the termination date will cease and all interest of the State in any related equipment will terminate. 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.

AA. BREACH BY CONTRACTOR

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

The State may terminate the contract, in whole or in part, if the Contractor fails to perform its obligations under the contract in a timely and proper manner. The State may, by providing a written notice of default to the Contractor, allow the Contractor to cure a failure or breach of contract within a period of thirty (30) calendar days (or longer at State's discretion considering the gravity and nature of the default). Said notice shall be delivered by Certified Mail, Return Receipt Requested, or in person with proof of delivery. Allowing the Contractor time to cure a failure or breach of contract does not waive the State's 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.

BB. ASSURANCES BEFORE BREACH

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

If any document or deliverable required pursuant to the contract does not fulfill the requirements of the Request for Proposal/resulting contract, upon written notice from the State, the Contractor shall deliver assurances in the form of additional Contractor resources at no additional cost to the project in order to complete the deliverable, and to ensure that other project schedules will not be adversely affected.

CC. ADMINISTRATION – CONTRACT TERMINATION

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

1. Contractor must provide confirmation that upon contract termination all deliverables prepared in accordance with this agreement shall become the property of the State of Nebraska; subject to the ownership provision (section E) contained herein, and is provided to the State of Nebraska at no additional cost to the State.
2. Contractor must provide confirmation that in the event of contract termination, all records that are the property of the State will be returned to the State within thirty (30) calendar days. Notwithstanding the above, Contractor may retain one copy of any information 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.

DD. PENALTY

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

In the event that the Contractor fails to perform any substantial obligation under the contract, the State may withhold all monies due and payable to the Contractor, without penalty, until such failure is cured or otherwise adjudicated.

EE. PERFORMANCE BOND

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

The Contractor will be required to supply a cashier's check or 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 cashier's check or bond must be an established dollar amount of \$250,000.00. The check or bond will guarantee that the Contractor will faithfully perform all requirements, terms and conditions of the contract. If the Contractor chooses to provide a cashier's check, the check must show an expiration date on the check. Cashier's checks will only be allowed for contracts for three (3) years or less, including all renewal options. Failure to comply shall be grounds for forfeiture of the check or bond as liquidated damages. Amount of forfeiture will be determined by the agency based on loss to the State. The bond or cashier's check will be returned when the service has been satisfactorily completed as solely determined by the State, after termination or expiration of the contract.

FF. FORCE MAJEURE

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

Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under the contract due to a natural disaster, or other similar event outside the control and not the fault of the affected party ("Force Majeure Event"). A Force Majeure Event shall not constitute a breach of the contract. The party so affected shall immediately give notice to the other party of the Force Majeure Event. The State may grant relief from performance of the contract if the Contractor is prevented from performance by a Force Majeure Event. The burden of proof for the need for such relief shall rest upon the Contractor. To obtain release based on a Force Majeure Event, the Contractor shall file a written request for such relief with the State Purchasing Bureau. Labor disputes with the impacted party's own employees will not be considered a Force Majeure Event and will not suspend performance requirements under the contract.

GG. PROHIBITION AGAINST ADVANCE PAYMENT

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

Payments shall not be made until contractual deliverable(s) are received and accepted by the State.

HH. PAYMENT

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

State will render payment to Contractor when the terms and conditions of the contract and specifications have been satisfactorily completed on the part of the Contractor as solely determined by the State. Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2401 through 81-2408). 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 services provided by the Contractor prior to the Effective Date, and the Contractor hereby waives any claim or cause of action for any such services.

II. INVOICES

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

Invoices for payments must be submitted by the Contractor to the agency requesting the services with sufficient detail to support payment. Invoices will contain current month and year to date activities as to type of screenings or evaluations, number completed, rates, and be accompanied by supporting documentation on a monthly basis. Invoices will be submitted to the DHHS PASRR Contract Manager at the following address:

DHHS-Division of Behavioral Health
301 Centennial Mall South, 3rd Floor
PO Box 95026
Lincoln, NE 68509-5026

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.

JJ. RIGHT TO AUDIT

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

Contractor shall establish and maintain a reasonable accounting system that enables the State to readily audit contract. The State and its authorized representatives shall have the right to audit, to examine, and to make copies of or extracts from all financial and related records (in whatever form they may be kept, whether written, electronic, or other) relating to or pertaining to this contract kept by or under the control of the Contractor, including, but not limited to those kept by the Contractor, its employees, agents, assigns, successors, and Subcontractors. Such records shall include, but not be limited to, accounting records, written policies and procedures; all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices; ledgers; cancelled checks; deposit slips; bank statements; journals; original estimates; estimating work sheets; contract amendments and change order files; back charge logs and supporting documentation; insurance documents; payroll documents; timesheets; memoranda; and correspondence.

Contractor shall, at all times during the term of this contract and for a period of five (5) years after the completion of this contract, maintain such records, together with such supporting or underlying documents and materials. The Contractor shall at any time requested by the State, whether during or after completion of this contract and at Contractor's own expense make such records available for inspection and audit (including copies and extracts of records as required) by the State. Such records shall be made available to the State during normal business hours at the Contractor's office or place of business. In the event that no such location is available, then the financial records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location that is convenient for the State. Contractor shall ensure the State has these rights with Contractor's assigns, successors, and Subcontractors, and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Contractor and any Subcontractors to the extent that those Subcontracts or agreements relate to fulfillment of the Contractor's obligations to the State.

Costs of any audits conducted under the authority of this right to audit and not addressed elsewhere will be borne by the State unless certain exemption criteria are met. If the audit identifies overpricing or overcharges (of any nature) by the Contractor to the State in excess of one-half of one percent (.5%) of the total contract billings, the Contractor shall reimburse the State for the total costs of the audit. If the audit discovers substantive findings related to fraud, misrepresentation, or non-performance, the Contractor shall reimburse the State for total costs of audit. Any adjustments and/or payments that must be made as a result of any such audit or inspection of the Contractor's invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of the State's findings to Contractor.

KK. TAXES

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

The State is not required to pay taxes of any kind and assumes no such liability as a result of this solicitation. Any property tax payable on the Contractor's equipment which may be installed in a state-owned facility is the responsibility of the Contractor.

LL. INSPECTION AND APPROVAL

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

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.

MM. CHANGES IN SCOPE/CHANGE ORDERS

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

The State may, upon the written agreement of Contractor, make changes to the contract within the general scope of the RFP. The State may, at any time work is in progress, by written agreement, make alterations in the terms of work as shown in the specifications, require the Contractor to make corrections, decrease the quantity of work, or make such other changes as the State may find necessary or desirable. The Contractor shall not claim forfeiture of contract by reasons of such changes by the State. 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, or a pro-rated value.

Corrections of any deliverable, service or performance of work required pursuant to the contract shall not be deemed a modification. Changes or additions to the contract beyond the scope of the RFP are not permitted. Changes or additions to bring the Contract into compliance with State or Federal law or regulations, as they now exist or as may be later amended, are contemplated by this Contract and are within the scope of this Contract.

NN. SEVERABILITY

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

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 particular provision held to be invalid.

OO. CONFIDENTIALITY

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

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

It is incumbent upon the Contractor to inform its 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 (i)(1), which is made applicable to Contractors by 5 U.S.C. 552a (m)(1), provides that any officer or employee of a Contractor, 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.

PP. PROPRIETARY INFORMATION

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

Data contained in the proposal and all documentation provided therein, become the property of the State of Nebraska and the data becomes public information upon opening the proposal. If the bidder wishes to have any information withheld from the public, such information must fall within the definition of proprietary information contained within Nebraska's public record statutes. **All proprietary information the bidder wishes the State to withhold must be submitted in a sealed package, which is separate from the remainder of the proposal, and provide supporting documents showing why such documents should be marked proprietary.** The separate package must be clearly marked PROPRIETARY on the outside of the package. **Bidders may not mark their entire Request for Proposal as proprietary.** Bidder's cost proposals may not be marked as proprietary information. Failure of the bidder to follow the instructions for submitting proprietary and copyrighted information may result in the information being viewed by other bidders and the public. Proprietary information is defined as trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. §84-712.05(3)). In accordance with Attorney General Opinions 92068 and 97033, bidders submitting information as proprietary may be required to prove specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive. Although every effort will be made to withhold information that is properly submitted as proprietary and meets the State's definition of proprietary information, the State is under no obligation to maintain the confidentiality of proprietary information and accepts no liability for the release of such information.

IMPORTANT NOTICE: Pursuant to Neb. Rev. Stat. §84-602.02, all State contracts in effect as of January 1, 2014 will be posted to a public website beginning July 1, 2014. All non-proprietary or non-confidential information as defined by Law **WILL BE POSTED FOR PUBLIC VIEWING.**

QQ. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION/COLLUSIVE BIDDING

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

By submission of this proposal, the bidder certifies that it is the party making the foregoing proposal and that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham proposal, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and further that the bidder has not, directly or indirectly, submitted the proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

RR. STATEMENT OF NON-COLLUSION

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

The proposal shall be arrived at by the bidder independently and be submitted without collusion with, and without any direct or indirect agreement, understanding or planned common course of action with, any person; firm; corporation; bidder; Contractor of materials, supplies, equipment or services described in this RFP. Bidder shall not collude with, or attempt to collude with, any state officials, employees or agents; or evaluators or any person involved in this RFP. The bidder shall not take any action in the restraint of free competition or designed to limit independent bidding or to create an unfair advantage.

Should it be determined that collusion occurred, the State reserves the right to reject a bid or terminate the contract and impose further administrative sanctions.

SS. PRICES

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

All prices, costs, and terms and conditions outlined in the proposal shall remain fixed and valid commencing on the opening date of the proposal until an award is made (and for bidder receiving award, prices shall remain as bid for the duration of the contract unless otherwise so stated in the contract) or the Request for Proposal is cancelled.

Prices offered will remain firm for the initial contract period and first optional renewal period. If a price increase is necessary, the request cannot exceed 3% of the preceding contract period pricing and must be submitted in writing to the Administrative Services/State Purchasing Bureau 30 days prior to the end of the contract period. Request for price increases must be accompanied by documentation supporting the price increase and any further documentation as requested by the State Purchasing Bureau. The State further reserves the right to reject any

proposed price increase, cancel the contract and re-bid if determined it is in the best interest of the State. No price increases are to be billed to the State without prior written approval by the State Purchase Bureau. Price increase becomes effective with all orders placed on or after the effective date. The State of Nebraska shall receive full proportionate benefits of any price decreases immediately upon their effective date.

Contractor represents and warrants that all prices for services, now or subsequently specified, are as low as and no higher than prices which the Contractor has charged or intends to charge customers other than the State for the same or similar products and services of the same or equivalent quantity and quality for delivery or performance during the same periods of time. If, during the term of the contract, the Contractor shall reduce any and/or all prices charged to any customers other than the State for the same or similar products or services specified herein, the Contractor shall make an equal or equivalent reduction in corresponding prices for said specified products or services.

Contractor also represents and warrants that all prices set forth in the contract and all prices in addition, which the Contractor may charge under the terms of the contract, do not and will not violate any existing federal, state, or municipal law or regulations concerning price discrimination and/or price fixing. Contractor agrees to hold the State harmless from any such violation.

TT. BEST AND FINAL OFFER

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

The State will compile the final scores for all parts of each proposal. The award may be granted to the highest scoring responsive and responsible bidder. Alternatively, the highest scoring bidder or bidders may be requested to submit best and final offers. If best and final offers are requested by the State and submitted by the bidder, they will be evaluated (using the stated criteria), scored, and ranked by the Evaluation Committee. The award will then be granted to the highest scoring bidder. However, a bidder should provide its best offer in its original proposal. Bidders should not expect that the State will request a best and final offer.

UU. ETHICS IN PUBLIC CONTRACTING

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

No bidder shall pay or offer to pay, either directly or indirectly, any fee, commission compensation, gift, gratuity, or anything of value to any State officer, legislator, employee or evaluator based on the understanding that the receiving person's vote, actions, or judgment will be influenced thereby. No bidder shall give any item of value to any employee of the State Purchasing Bureau or any evaluator.

Bidders shall be prohibited from utilizing the services of lobbyists, attorneys, political activists, or consultants to secure the contract. It is the intent of this provision to assure that the prohibition of state contact during the procurement process is not subverted through the use of lobbyists, attorneys, political activists, or consultants. It is the intent of the State that the process of evaluation of proposals and award of the contract be completed without external influence. It is not the intent of this section to prohibit bidders from seeking professional advice, for example consulting legal counsel, regarding terms and conditions of this Request for Proposal or the format or content of their proposal.

If the bidder is found to be in non-compliance with this section of the Request for Proposal, they may forfeit the contract if awarded to them or be disqualified from the selection process.

VV. INDEMNIFICATION

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

1. GENERAL

The Contractor agrees to defend, indemnify, hold, and save harmless the State and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") from and against any and all 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, 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, 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 RFP.

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 provided by the Contractor.

WW. NEBRASKA TECHNOLOGY ACCESS STANDARDS

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

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. 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.

XX. ANTITRUST

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

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.

YY. DISASTER RECOVERY/BACK UP PLAN

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

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

ZZ. CONTINUITY OF OPERATIONS PLAN (COOP)

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

The Contractor shall have a COOP plan in order to continue services as specified under the specifications in the contract in the event of a force majeure. A copy should be provided to the State upon request.

AAA. TIME IS OF THE ESSENCE

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

Time is of the essence in this contract. The acceptance of late performance with or without objection or reservation by the State shall not waive any rights of the State nor constitute a waiver of the requirement of timely performance of any obligations on the part of the Contractor remaining to be performed.

BBB. RECYCLING

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

Preference will be given to items which are manufactured or produced from recycled material or which can be readily reused or recycled after their normal use as per Neb. Rev. Stat. §81-15,159.

CCC. DRUG POLICY

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

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.

DDD. EMPLOYEE WORK ELIGIBILITY STATUS

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

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:

1. 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>

The completed United States Attestation Form should be submitted with the Request for Proposal response.
2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

EEE. CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND INELIGIBILITY

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

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

Contractor, by signature to this RFP, certifies that Contractor has not had a contract with the State of Nebraska terminated early by the State of Nebraska. If Contractor has had a contract terminated early by the State of Nebraska, Contractor must provide the contract number, along with an explanation of why the contract was terminated early. Prior early termination may be cause for rejecting the proposal.

FFF. POLITICAL SUB-DIVISIONS

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

The Contractor may extend the contract to political sub-divisions conditioned upon the honoring of the prices charged to the State. Terms and conditions of the Contract must be met by political sub-divisions. Under no circumstances shall the State be contractually obligated or liable for any purchases by political sub-divisions or other public entities not authorized by Neb. Rev. Stat. §§81-145, listed as "all officers of the state, departments, bureaus, boards, commissions, councils, and institutions receiving legislative appropriations." A listing of Nebraska political subdivisions may be found at the website of the Nebraska Auditor of Public Accounts.

GGG. OFFICE OF PUBLIC COUNSEL

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

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 and shall not apply if Contractor is a long-term care facility subject to the Long-Term Care Ombudsman Act, Neb. Rev. Stat. §§ 81-2237 et seq.

HHH. LONG-TERM CARE OMBUDSMAN

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

If it is a long-term care facility subject to the Long-Term Care Ombudsman Act, Neb. Rev. Stat. §§ 81-2237 et seq., Contractor shall comply with the Act. This section shall survive the termination of this contract.

III. LICENSE/SERVICE OR OTHER AGREEMENTS

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

Any License/Service or other such agreements which the bidder may want the State to consider must be submitted with the bid. Any License/Service or other such agreements submitted to the State post bid opening may result in the bid being rejected in its entirety. Any such agreement, if agreed to by the State, will be considered an addendum to the contract. Any terms and conditions contained in any such accepted agreement (addendum) must not conflict with or alter the State's Terms and Conditions (Terms and Conditions) as contained in the RFP and finalized in the contract. In the event of any conflict between the Terms and Conditions and any addendum the Terms and Conditions will prevail.

The State reserves the right to reject any submitted addendum and considers the submission of any such addendum to be a proposed alteration of the Terms and Conditions.

This clause does not apply to any third party license or service agreements.

IV. PROJECT DESCRIPTION AND SCOPE OF WORK

The bidder should provide the following information in response to this Request for Proposal.

A. PROJECT OVERVIEW

1. The State of Nebraska, Department of Health and Human Services (DHHS), Division of Behavioral Health (DBH), is issuing this Request for Proposal (RFP) to solicit proposals from qualified bidders to provide Preadmission Screening and Resident Review (PASRR) services statewide. Nebraska is seeking a qualified contractor to evaluate all Level I screenings and conduct Level II screenings in the state.
2. All individuals being admitted to a Medicaid-certified nursing facility (NF), regardless of their payer source, must: (1) be screened to determine whether they meet the NF level of care criteria established by the Nebraska Department of Medicaid and Long-Term Care (MLTC), and (2) be screened for Mental Illness (MI), Intellectual Disability (ID), and Related Conditions (RC) prior to admission (collectively, MI/ID/RC). These determinations are made via the PASRR Level I Screening. After the Level I, individuals who appear to have MI/ID/RC will undergo additional evaluation, referred to as a Level II, to determine if their needs can be met safely in a Medicaid-certified NF and whether their medical needs are primary over their MI/ID/RC needs. Individuals in a NF must also be screened again when there is a significant change in their physical or mental condition that affects the individual's disability-specific needs.

B. PROJECT ENVIRONMENT

1. The Omnibus Reconciliation Act of 1987 (OBRA), Public Law 100-203, Section 4211 (c)(7), and OBRA 1990 contain provisions with major implications for persons with MI, ID, or RC who are applying for admission or residing in a NF. The provisions require that a NF may not admit an applicant with a MI/ID/RC unless the individual is properly screened, thoroughly evaluated, found to be appropriate for NF placement, and will receive all services necessary to meet the individual's unique MI/ID/RC needs. Federal law also requires NF residents with MI/ID/RC to have a status change Level I PASRR when there is a significant change in the resident's physical or mental condition that affects the individual's disability specific needs. No federal payment may be made for NF services provided to individuals with MI/ID/RC if not screened and/or evaluated by the PASRR program.
2. Bidder shall refer to Attachment A (Nebraska PASRR Contract Activity) for the number of screens and evaluations performed in Nebraska.
3. The State of Nebraska would like to expand and redefine its current definitions of specialized services to meet the growing needs of individuals needing both NF and community-based care. In the event that Nebraska State Regulations or Federal Regulations change during the contract term and contract renewal periods, the Contractor will adhere to the revised definitions and provide services and guidance accordingly. The current definitions of specialized services are as follows:
 - a. Specialized Services for Individuals with Mental Illness, as defined in [Title 471, Nebraska Administrative Code, Chapter 12](#), means:
 - i. Services which result in the continuous and aggressive implementation of an individualized plan of care that:
 - a) Is developed and supervised by an interdisciplinary team, which includes a physician, qualified mental health professionals, and, as appropriate, other professionals;
 - b) Prescribes specific therapies and activities for the treatment of persons experiencing an acute episode of mental illness, which necessitates supervision by trained mental health personnel; and
 - c) Is directed toward diagnosing and reducing the resident's behavioral symptoms that necessitated institutionalization, improving his/her level of independent functioning, and achieving a functioning level that permits reduction in the intensity of mental health services to below the level of specialized services at the earliest possible time.

- d) In the State of Nebraska, specialized services for individuals with mental illness are commonly provided in the inpatient psychiatric facilities or an equally intensive facility, e.g., crisis unit.
 - b. Specialized Services for Individuals with Intellectual Disability or a Related Condition, as defined in Title 471, Nebraska Administrative Code, Chapter 12, means:
 - i. A continuous program for each individual, which includes aggressive, consistent implementation of a program of specialized and generic training, treatment, health services, and related services that is directed towards:
 - a) The acquisition of the skills necessary for the individual to function with as much self-determination and independence as possible; and
 - b) The prevention or deceleration of regression or loss of current optimal functional status.
 - ii. These services are commonly provided in an Intermediate Care Facility for Individuals with Intellectual Disabilities (ICF/IID) or in a community-based Developmental Disability Services (CBDDS) program
 - iii. Specialized services do not include services to maintain generally independent clients who are able to function with little supervision or in the absence of a continuous specialized services program. Specialized services may include services provided in an ICF/IID setting or in a CBDDS program and are provided for residents determined to have medical needs which are secondary to developmental/habilitative needs and who do not meet NF medical necessity standards.
 - iv. Specialized service options include:
 - a) Assessment/evaluation for alternative communication devices;
 - b) Behavior management program;
 - c) Day program;
 - d) Vocational evaluation;
 - e) Psychological/psychiatric evaluation;
 - f) Stimulation/environmental enhancements or use of assistive devices.
- 4. MLTC is seeking approval from the Centers for Medicare and Medicaid Services (CMS) to expand the definition of specialized services for individuals with mental illness to also include community-based services. Therefore, Nebraska is looking for a qualified contractor to help transition the state from the current definition to a more effective definition. In the proposal, bidders should provide an understanding of different definitions of specialized services and present justification of the ability to assist Nebraska in the transition.

C. PROJECT REQUIREMENTS

As stated, Nebraska is looking for a qualified contractor to provide PASRR services statewide. The Contractor shall review all Level I screenings to identify whether an individual has evidence of a disability MI/ID/RC. The Contractor shall also conduct onsite Level II evaluations for all individuals who are identified as having an MI/ID/RC. The only exception to conducting onsite Level II evaluations would be in a Force Majeure event (See Section III. FF. Force Majeure).

1. LEVEL I IDENTIFICATION SCREENING REQUIREMENTS

- a. The purpose of the Level I Identification Screening is to identify all applicants to and residents of a NF who are suspected of having MI/ID/RC. The Level I Identification Screens must be performed for all applicants to a NF, before admission, regardless of whether or not Medicaid is the payer for the applicant. The Contractor shall propose a format for Level I screens which will be approved and agreed upon by the DBH and MLTC, and shall conduct Level I identification screens and, if appropriate, Level II evaluations, consistent with exceptions noted in Title 471, Nebraska Administrative Code, Chapter 12.

- b. **Scope of Level I Screening**
The Level I Identification Screening is a basic screen for individuals to see whether they need further evaluation. The Level I cannot make or verify diagnoses, and cannot draw any conclusions about severity of illness, whether dementia is primary, or about services needed. The Level I screening documents/forms can be completed by personnel at the time of NF admission; such personnel can include local hospital discharge staff or NF staff who may not be MI/ID professionals. The Contractor will then review these screening documents and make one of the following conclusions:
- i. Documented evidence to rule out mental illness (MI), intellectual disability (ID), or related conditions; individual can be admitted to NF.
 - ii. MI/ID/RC cannot be ruled out, and thus a Level II Individualized Evaluation is required.
 - iii. Documented information to apply certain predetermined criteria and make a categorical determination. (See 471 NAC 12-004.03 and 471 NAC 12-004.07)
 - iv. The Level I screen does not reveal any condition which requires further assessment.
 - v. It is discovered that the individual previously (past 90 days) received a valid PASRR Level II evaluation and another Level II assessment is not required.
- c. Level I activity may be billable ONLY when evaluated by the authorized agent and certain determinations/dispositions are completed and documented. The Level I screens shall be reviewed by Registered Nurses (RNs) or Licensed Practical Nurses (LPNs) to provide final decisions for screens that may indicate a need for a Level II referral. If information for completion or confirmation of information on the Level I screen is needed (questionable screens or modified screens), the PASRR evaluator is to obtain this information through review of records and documents supplied, obtain necessary records through other sources, or conduct conversations and interviews (in-person or by telephone) with relevant parties. Such parties may include: the individual being screened, family members, guardians, attending physician, social workers, or other involved professionals and referring entities.
- d. The Contractor will prioritize Level I screens, exempted hospital discharges and categorical determination requests, positive Level I screens, questionable Level I screens and negative Level I screens according to the time of receipt. Other than exceptions, especially emergency situations noted in Title 471, Nebraska Administrative Code, Chapter 12 the Contractor will conduct a review of all Level I identification screens on all NF applicants. This process will occur prior to admission to a NF for exempted hospital discharges, categorical determination requests, positive Level I screens, and questionable Level I screens.
- e. The Contractor will accept the Level I information by electronic submission only. Contractor will respond to all Level I requests except for negative Level I screens within two (2) to six (6) business hours. Upon completion of a Level I, Contractor will notify referral source of results by telephone or electronically. If MI/ID/RC is not suspected, referral source will be given consent for immediate NF placement of applicant by fax or electronic means. If MI/ID/RC is suspected, Contractor will inform referral source of Level II and admission delay until the Level II determination is completed. The Contractor will immediately request required documentation from referral source. Contractor will initiate and complete Level II evaluation. Contractor is responsible to take appropriate actions to get all Level II evaluations completed within 7 days. If a facility routinely misses deadlines in submitting information for Level II evaluations, Contractor shall contact DHHS to determine future actions which are made on a case-by-case basis depending on documentation and circumstances. Contractor shall be compensated the full agreed upon rate when the evaluation is complete, or the partial agreed upon rate for evaluations which are halted or discontinued.

2. LEVEL II EVALUATION REQUIREMENTS

- a. A Level II Evaluation and Determination is required for all applicants to a NF who were found upon PASRR Level I Identification Screening to possibly have MI/ID/RC. Level II Evaluation and Determinations are also required for NF residents who are newly identified as possibly having MI/ID/RC; or who have already been identified by PASRR as having those conditions, and who experience a significant change (as defined below in o. Significant Change), in condition.
- b. The purpose of the PASRR Level II Evaluation is to comprehensively assess individuals who are known to have MI/ID/RC; or could possibly be affected by those conditions. The Level II Evaluation is the basis for determining the individual's need for NF care and/or specialized services. A Level II Evaluation is to be conducted only on individuals who have been assessed and documented during the Level I Identification Screen as possibly being eligible for NF placement on basis of a suspected MI/ID/RC. Level II activities consist of obtaining and reviewing information necessary for arriving at a determination of an individual's eligibility for NF placement or need for "specialized services" and documenting the determination and the individual's service needs in the form of a determination report.
- c. The PASRR Level II requires an independent evaluation of the applicant or residents' physical and mental health status. The Contractor will recruit and train qualified persons throughout the State to perform comprehensive Level II evaluations consistent with Title 471, Nebraska Administrative Code, Chapter 12. Evaluations of individuals with MI shall be completed by Licensed Mental Health Practitioners (LMHPs) or RNs with psychiatric experience. The educational/licensure requirements of a LMHP are described in Title 172, NAC 94. Evaluations of individuals with ID shall be conducted by Qualified Intellectual Disability Professionals (QIDP) and/or licensed Psychologists. Independent evaluators must not have any ties to NFs nor be part of a State mental health authority. The independent evaluator must verify whether the applicant or resident has a MI, ID or RC, is determined to meet the NF level of care as established by MLTC, and whether the applicant also needs specialized services to treat MI/ID/RC. Specialized services are defined by Title 471, Nebraska Administrative Code, Chapter 12.
- d. The Contractor is responsible for obtaining information to perform evaluations.
- e. The evaluation must be face-to-face, in the hospital, NF or other facility in which the NF applicant or resident is receiving care, or in the NF applicant's home, if he/she is residing in the community. On-site evaluations will be conducted with the least amount of disruption to the facility and residents. The only exception to conducting on-site Level II evaluations would be in a Force Majeure event (See Section III. FF. Force Majeure).
- f. Contact the referral source to schedule evaluation times. Contractor must provide referral source with an advance notice of scheduling and provide flexibility when time standards interfere with functions occurring in the referral site.
- g. ID and RC must be reviewed by a licensed psychologist who will make final determination of service and placement needs. The psychologist must develop an evaluative summary report that complies with all federal requirements. MI must be reviewed by a board certified or board eligible psychiatrist who will make final determinations of service and placement needs. The psychiatrist must develop an evaluative summary report that complies with all federal requirements. The psychologist/psychiatrist review must not be anonymous. A signed and dated copy of the psychologists/psychiatrists typed evaluative summary report must accompany all notification letters to the PASRR referral source and made accessible to DHHS.
- h. Contractor must interpret and explain process and/or determinations to a resident, family or resident representative.
- i. The evaluation determination must be made in writing within a maximum of seven (7) business days from the referral of the individual (Level I screen). The Contractor will make recommendations and determinations on an individualized basis. The content and documentation of Level II's will be required to meet the most current federal rules and

regulations with evaluative criteria specified in [42 C.F.R. § 483.134 and 483.132](#) of the final rules for PASRR and in a format agreed upon by the DHHS DBH and MLTC.

- j. The Contractor is responsible for all notifications as they relate to PASRR. Notifications may be faxed, mailed, or electronic. Confirmation of findings must be available and furnished to the referring facility as part of the resident's medical record. The Contractor must prepare notifications to applicants/residents, legal representative, guardians, NFs, hospitals, etc. as required by the DHHS DBH and current federal regulations.
- k. Level II Evaluation Requirements for Mental Illness
 - i. In Nebraska, an individual is considered to have a mental illness and require a PASRR Level II evaluation if s/he meets all of the following three qualifiers (Title 471, Nebraska Administrative Code, Chapter 12):
 - a) Diagnosis Qualifier
 - b) Disability/Level of Impairment Qualifier
 - c) Duration/Recent Treatment Qualifier
 - ii. Mental Health Evaluation Requirements (42 C.F.R. § 483.134): The evaluation must include all information required to make a determination of need for specialized services, as defined by the state, and appropriateness of NF placement. Minimum data collected includes information sufficient to assess:
 - a) A comprehensive history and recent physical examination of the person including:
 - 1). Complete medical history
 - 2). Review of all body systems
 - 3). Neurological evaluation, including motor functioning, sensory functioning, gait, deep tendon reflexes, cranial nerves, and abnormal reflexes
 - 4). Other specialty evaluations as required
 - b) A comprehensive drug history, including current or recent use of medications that could mask symptoms or mimic mental illness
 - c) A comprehensive psychosocial evaluation, that includes current living arrangements, and medical and support systems
 - d) A comprehensive psychiatric evaluation, including:
 - 1). A functional appraisal of activities of daily living (ADLs), assessing:
 - a. Self-monitoring of health status
 - b. Self-administering and scheduling of medical treatment including medication
 - c. Self-monitoring of nutritional status
 - d. Ability to handle money
 - e. Ability to groom and dress appropriately
 - e) An assessment of the level of support for ADLs that would be needed in an alternative community setting (to be recorded no matter what placement is actually recommended) and whether the level of support needed is such that NF placement is necessary
 - f) The supporting evidence for all conclusions.
- l. Level II Evaluation Requirements for Individuals Suspected of Intellectual Disability
 - i. In Nebraska, an individual is considered to have an intellectual disability or a related condition and requires a Level II evaluation if the individual meets any of the following criteria (Title 471, Nebraska Administrative Code, Chapter 12):
 - a) Suspicion or diagnosis of ID: An individual is considered to have ID if s/he has a level of intellectual disability (mild, moderate, severe, profound) as described in the American Association on Mental Retardation's Manual or Classification in Mental Retardation (1983). Mental Retardation refers to significantly sub-average general

- intellectual functioning existing concurrently with deficits in adaptive behavior and manifested during the developmental period; and/or
- b) Suspicion or presence of an RC: Related condition is defined as a severe, chronic disability whose condition is:
- 1). Attributable to cerebral palsy or epilepsy; or any other condition, other than MI, found to be closely related to ID because the condition results in impairment of general intellectual functioning or adaptive behavior similar to that of a person with ID and requires treatment or services similar to those required for such persons (i.e., autism);
 - 2). Manifested before the person reached age 22;
 - 3). Likely to continue indefinitely;
 - 4). Results in substantial functional limitations in three or more of the following areas of major life activity:
 - a. Self-care;
 - b. Understanding and use of language;
 - c. Learning;
 - d. Mobility;
 - e. Self-direction;
 - f. Capacity for independent living.
- c) In the absence of a known diagnosis of ID or a condition RC, a suspicion (e.g., cognitive or adaptive limitations) or history of treatment by an agency serving individuals with such conditions must trigger the housing/receiving facility to contact the DHHS and Contractor for a determination of need for Level II evaluation under the PASRR program.
- ii. ID Evaluation Requirements: The evaluation must include all information required to make a determination of need for specialized services, as defined by the state, and appropriateness of NF placement. Minimum data collected includes the individual's comprehensive history and physical examination or other information sufficient to assess:
- a) The individual's medical problems and their level of impact on the individual's independent functioning
 - b) All current medications used by the individual and the current response of the individual to any prescribed:
 - 1). Hypnotics
 - 2). Anti-psychotics (neuroleptics)
 - 3). Mood stabilizers and anti-depressants
 - 4). Anti-anxiety sedative agents
 - 5). Anti-Parkinson agents
 - c) Self-monitoring of nutritional status
 - d) Self-help development such as toileting, dressing, grooming, and eating
 - e) Self-monitoring of health status
 - f) Self-administering and scheduling of medical treatments
 - g) Sensorimotor development, and the extent to which prosthetic, orthotic, corrective or mechanical supportive devices can improve the person's functional capacity
 - h) Speech and language (communication) development
 - i) Social development, such as interpersonal skills, recreation-leisure skills, and relationships with others
 - j) Academic/educational development, including functional learning skills
 - k) Independent living development, such as meal preparation, budgeting, survival skills, mobility skills, laundry, housekeeping, shopping, and bed-making
 - l) Vocational development
 - m) Affective development, such as interests, making judgments, expressing emotions, and making independent decisions
 - n) The presence of identifiable, maladaptive or inappropriate behaviors

- iii. Some existing available assessments may be used for the Level II provided:
 - a) The assessments have been completed within the past year (twelve months) and are considered still valid, accurate and reflective of the individual's current functional status (or have been updated to be so); and
 - b) The assessments have been completed by entities independent of NFs.
 - m. NF Level of Care Criteria
 - i. The determination must include whether the individual meets the criteria for NF services in Nebraska and whether specialized services are needed. The minimum evaluation criteria are specified in the following federal regulations: 42 CFR § 483.128, 42 CFR § 483.134, and 42 CFR § 483.136.
 - ii. In the State of Nebraska, the level of care criteria is specified in NAC 471 Chapter 12 NF Services.
 - n. Level II Determinations
 - i. The Level II documentation will contain enough detailed information about the individual's current status to explain why placement in a NF is or is not appropriate. The Contractor will perform Level II evaluations and determinations on all individuals suspected of MI/ID/RC (positive Level I's) consistent with Federal PASRR requirements. Evaluations of all applicants or residents shall be performed, regardless of whether the applicant or resident is eligible for Medical Assistance as the source of payment for the NF services.
 - ii. There are three possible Level II Determinations in the state of Nebraska, including:
 - a) Appropriate for NF Care:
 - 1). If the determination is that the individual is eligible for NF placement, the report must document the presence of the eligible MI/ID/RC diagnosis and identify the service needs of the individual in sufficient detail to permit the development of a service/treatment plan by the receiving NF.
 - 2). If NF placement is approved for a short term period, the Contractor will make recommendations of alternative non-institutional settings and/or services that would be appropriate.
 - 3). These recommendations must be submitted to the NF and DHHS.
 - b) Not Appropriate for NF Care:
 - 1). If it is determined that an individual's MI/ID/RC needs do not require a NF level of care, the Contractor must inform the individual and the referral source of this decision.
 - 2). The Contractor must provide the referral source and individual the recommendation of alternative non-institutional settings and/or services capable of meeting their MI/ID/RC needs.
 - 3). These recommendations must also be submitted to DHHS.
 - c) Appropriate for Specialized Services:
 - 1). If it is determined that an individual's MI/ID/RC needs require specialized services, the Contractor must inform the individual and the referral source of this decision.
 - 2). The Contractor must provide the referral source and individual the recommendation of alternative non-institutional settings and/or services capable of meeting their MI/ID/RC needs.
 - 3). These recommendations must also be submitted to DHHS.

- iii. The Level II evaluation and completion of the determination report and other documents are to be completed within a maximum of seven (7) business (working) days from the date of receipt of the initial referral for a Level II.
- o. Significant Change
 - i. The Contractor will conduct PASRRs for individuals who are residents of NFs, who have MI/ID/RC and who have been identified as having “significant change” in their condition. A “significant change” is a decline or improvement in a resident’s status that:
 - a) Is not self-limiting. A condition is defined as “self-limiting” when the condition will not normally resolve itself without further intervention or by staff implementing standard disease related clinical interventions;
 - b) Impacts more than one area of the resident’s physical or mental health status; and
 - c) Require interdisciplinary reviews and recommendation for services.
 - ii. NFs are to promptly report significant changes in status to the Contractor. Upon receipt of a Level I screen from a NF that there has been a significant change in status in a resident’s mental or physical condition, the Contractor will conduct an appropriate evaluation. The requirements and time frames are those described under Level II evaluation section above. (See Section IV. C. Project Requirements 2. n.) The bidder’s proposal must present detailed plans for tracking these individuals.

D. BUSINESS REQUIREMENTS

1. The DHHS DBH requires the Contractor to facilitate all aspects of the provision of Nebraska PASRR services. The Contractor will be required to perform evaluations in all counties of the State. The Contractor will not be required to maintain an office in Nebraska. The bidder should provide a detailed description of the methodology to be used to provide the required administrative services to carry out the requirements of this RFP. Business requirements include, but are not limited to:
 - a. **BUSINESS HOURS**
The Contractor must be available to conduct defined activities five (5) days per week Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m. CT.
 - b. **TELEPHONE REQUIREMENTS**
The Contractor will install and maintain a toll-free 800-telephone number that will be used for telephone determinations of preadmission requirements and for informational purposes by providers, individuals subject to preadmission requirements, their legal guardians, representatives and families. The 800-number will be included in all correspondence with individuals and providers.
 - i. The Contractor will establish incoming lines and a web-based system to coordinate activities and to provide efficiency and timeliness. Any telephone messages requesting a screening or evaluation will be responded to within an average of six (6) business hours of the request.
 - ii. The Contractor will install and maintain a facsimile machine in its office for the receipt of pertinent information. The facsimile shall be accessible to providers 24 hours a day. Assessments faxed by providers will also be responded to within an average of 6 business hours of receipt.
 - c. **TRAINING**
The Contractor will provide a description and reporting of training activities to be carried out under this contract as they occur. An annual report must be completed and submitted to DHHS for approval to include but not be limited to the following:
 - i. ongoing training,
 - ii. annual staff development
 - iii. annual staff performance evaluation,

- iv. ongoing training of referral sources (i.e. hospitals, NF),
- v. participation in annual hospital and/or nursing home association conferences.

d. **COMMUNICATIONS**

The Contractor is responsible for preparation, reproduction, mailing, emailing, and follow-up of routine correspondence to NFs or hospitals regarding PASRR. Contractor is also responsible for providing DHHS technical assistance and monthly calls or as needed with DHHS. The cost proposal must be inclusive of all costs. DHHS must be included in all communications with CMS and/or contractors of CMS.

e. **COMPLAINT INVESTIGATION AND APPEAL PROCESS**

Contractor will be responsible for conducting a formal complaint investigation process in the event of problems reported by the DHHS DBH, Division of Medicaid and Long Term Care, health care community, families or other entities. The Contractor must participate by conference call in appeal hearings as requested or required by the DHHS DBH or Medicaid and Long Term Care. Any appeals for reviews resulting in a denial for NF services must be represented by the Contractor's licensed physician. Results of investigation process and appeal determinations must be submitted to the DHHS DBH.

f. **QUALITY ASSURANCE AND DATA MANAGEMENT**

The Contractor must document, develop and conduct a statistically valid random quality control check process on completed evaluations. The Contractor will be responsible for implementing any procedures necessary to ensure quality and timely products are delivered. The following quality improvement measures should be part of the bidder's proposed quality assurance plan:

- i. Policy/Procedures: The Contractor will have in place and maintain its own continuous quality improvement and quality assurance activities which will be inclusive of the PASRR activities and services provided in response to this RFP.
- ii. Data Reporting and Documentation:
The Contractor will:
 - a) Ensure all written summaries are completed in a web-based system and can be generated as hard copies by the State as needed.
 - b) Maintain all Level I Identification Screening information.
 - c) Maintain all Level II Comprehensive Evaluation documentation and be able to provide documentation as requested.
 - d) Submit annual reports as requested and approved by the State (See Section IV. G. Reporting Requirements/Technical Assistance).
 - e) Provide data to the State as requested and by the date requested.
 - f) Data requests might include, but are not limited to, the following:
 - 1). Number of Level I Screenings and outcomes
 - 2). Number of Level II Evaluations and outcomes
 - 3). Demographics of individuals screened and evaluated, including: age, race, county of residence, place of evaluation
 - 4). Diagnoses and functional/cognitive levels of individuals screened and evaluated
 - g) The following Nebraska PASRR-related forms/documents (See Attachment B) must be used:
 - 1). Level I PASRR form
 - 2). Categorical Determinations and Exemptions form
 - 3). MC-OBRA-8 (medical release of information to complete Level II evaluation)
 - h) The following reports/related notification letters must be forwarded to all applicable parties as specified in 42 CFR § 483.128 (l). Categorical determinations/exemption determination findings must be issued in the form of an abbreviated written evaluative report per 42 CFR § 483.128 (j).

Adverse determinations can result in a reconsideration and appeal option for the facility and/or individual (Title 465, Nebraska)

Administrative Code, Chapter 2). Notification must include appeal rights as specified in NAC 465, Chapter 2. Written summary report and notifications letters explaining the report (see 42 CFR § 483.128 for required content) must be issued within one business day of the determination (Title 471, Nebraska Administrative Code, Chapter 12). Outcome/notification includes:

- 1). An approval with or without recommendations for rehabilitative services
- 2). A denial because the individual does not meet NF level of care (LOC) or is not appropriate for NF LOC
- 3). A denial because the individual requires services that cannot be provided in a NF
- 4). Halted determination because the individual does not meet criteria for MI/ID/RC

g. **INTERNAL REVIEW PROCESS FOR MONITORING THE INTEGRITY OF DATA PROVIDED THROUGH PASRR**

- i. The bidder's proposal should include a sample of the forms and documents used for Level I and Level II reviews.
- ii. The bidder's proposal should include a Quality Review Plan (QRP) for assuring the quality and completeness of submitted data, which includes information/data provided by referral sources as well as decisions made by medical review staff. The review process will determine if all required PASRR documentation is complete and accurate, if individuals met the standards for MI/ID/RC and if the documentation supports determination decisions.
 - a) The QRP will identify the staff responsible for ongoing monitoring of data integrity and for reporting results of these activities to the DHHS DBH.
 - b) The QRP will identify monitoring activities to assure that the recommendations that are made by the Contractor are appropriate and conform to Federal and State requirements and criteria.
 - c) The QRP will include a review of a random sample, representing a minimum of 5% of NF residents who have had a Level II evaluation performed and who have been determined to need mental health services of a lesser intensity (SLI) than specialized services.
 - d) The QRP must identify the procedures, method, and timelines for information and data transmittal.
- iii. From the items identified above, the Contractor will compile and submit an annual report on the findings and implementation of the Quality Review Plan. (See Section IV. G. Reporting Requirements/Technical Assistance.)

h. **TIMELINESS OF SCREENING AND EVALUATIONS**

- i. Monitor the amount of time it takes to complete Level I Screenings and Level II Evaluations
- ii. Respond to Level I identification screens within six (6) business hours and respond to complete Level II evaluations within seven (7) business days.
- iii. Compile monthly statistics on the average amount of time it takes to complete Level I screenings and Level II evaluations.

i. **EXTERNAL REVIEW**

- i. The Contractor may be asked to submit copies of the documentation used in completing Level II evaluations to the DBH for completion of Quality Assurance checks.
- ii. The Contractor shall provide DHHS access to any and all information pertaining to services purchased under the Contract and shall allow DHHS to conduct site visits, as applicable, in order to review contract compliance, assess management

controls, evaluate applicable services and activities, and provide technical assistance as needed.

- iii. In addition, DHHS may conduct post-payment reviews of PASRR activities to ensure that sufficient and appropriate documentation exists to justify payment to the Contractor and the DHHS' subsequent claim for Federal Medicaid matching funds.

E. SCOPE OF WORK

It is the intent of the DHHS DBH to contract with one bidder to implement the PASRR screening and evaluation services on a statewide basis. Bidders should demonstrate an understanding of the unique challenges encountered when providing statewide services to a geographically large, rural, and frontier state.

F. TECHNICAL REQUIREMENTS

1. Contractor is responsible for internal tracking of all evaluations from initiation to completion to assure appropriate data entry and accurate reporting to the DHHS DBH and Medicaid and Long Term Care. Contractor must also work with providers to make necessary data entry corrections internally and retransmit the electronic corrected file(s) to MLTC the same day that the error is corrected. This methodology also enables Contractor to respond to questions from the DHHS DBH and MLTC and providers regarding status of screens and evaluations. The bidder should specify internal tracking procedures in the proposal response.
2. Contractor must prepare, reproduce, and mail or email any correspondence necessary to maintain or update the tracking system, handle inquiries regarding such correspondence and any follow-up communications necessary to procure necessary information. Contractor shall allow providers to gain online access to the provider's submission history.
3. Secure Web-based System
 - a. Contractor must establish and maintain a tracking system for all individuals with MI/ID/RC in NFs to ensure that appeals and future reviews are performed by the standards as set forth by the Centers for Medicare and Medicaid Services (CMS). (42 CFR 483.130(p)).
 - b. The Contractor shall develop and maintain a secure web-based application to support the submission of referrals electronically for online tracking of the status for any request for service. Contractor shall provide the program expertise, staffing, web technologies, and management capacities necessary to develop and maintain the web-based application, as well as maintain the database containing records of each request for data, service, and the determination. All screenings, evaluations, and determination data shall be stored in a relational database. The fully web-based system must be accessible to the Nebraska DBH and MLTC. The system shall integrate outcomes, generate reports, and provide a secure data application. The State must have the capacity to review all documents in a secure environment. All project data associated with quality monitoring must be web-based and accessible to the State. The Contractor's web-based application must be fully programmed and functional by the Contract start date to prevent any disruption of operations. The bidder's proposal should include a description of the web-based system and a timeline to show that the system will be fully operational by Contractor start date.
 - c. Data gathered and exchanged in web-based applications are the property of the State of Nebraska.
 - d. Contractor will have the capacity to interface electronically with the Nebraska Division of MLTC Information Management System. The bidder's proposal should include a plan of action and timeline for obtaining capacity to interface with the Nebraska system. The bidder's proposal should include a description of the web-based system and a timeline to show that the system will be fully operational by Contractor start date.
 - e. Contractor shall collaborate and support the State and/or a new contractor at the end of this contract to help the State ensure that the transition from this contract to a new system occurs with minimal disruption to providers and clients. Turnover support will include

planning, timely transfer of data and documentation, and technical and professional support.

G. REPORTING REQUIREMENTS AND TECHNICAL ASSISTANCE

	Due Date	Contractor Requirements
Maintain listing of all licensed NF and hospitals, and capability to determine Medicaid certified NF.	Bi-annually (Due by July 15th and January 15th)	Contractor must maintain an updated listing of all licensed NF and hospitals in the state of Nebraska. List shall include: name of facility, Medicaid certification, address, primary contact, telephone number, and email address.
NF technical assistance report	Annual (Due Date: August 1, for each year)	Contractor shall communicate with NF to determine whether training and technical assistance needs are addressed. Contractor shall submit an annual summary report of this assistance, which shall include: List of facilities receiving assistance Training topics Follow-up conducted.
Monthly detailed report of Level I Screenings and Level II Evaluations	Monthly (Due by the 15th of the following month)	Contractor shall complete and submit, on a monthly basis, a detailed report of the Level I screenings and Level II evaluations conducted during that month. Level I minimum requirements of report shall include: name, date of birth, review type, determination, and determination date. Level II minimum requirements shall include: name, date of birth, completion date, evaluation type, and determination. Names shall be sorted in alphabetical order with a grand total.
Quarterly report of Level I Screenings and Level II Evaluations	Quarterly (Due by the 15th of October, January, April, and July)	Contractor shall complete and submit, on a quarterly basis, a detailed roll-up report of the Level I screenings and Level II evaluations conducted during the year. Minimum requirements of report shall include, but are not limited to: Grand total of review types and summary of determinations made/outcomes Total number of Level I Screenings and Level II Evaluations by county/city Primary diagnoses (Axis 1, 2, & 3) from all Level II Evaluations Ages of individuals receiving Level I Screenings and Level II Evaluations Average turn-around time for Level I Screenings (within six (6) business hours) and Level II Evaluations (within seven (7) business days).
Quality Review Plan and Reports	Annual (Due Date: August 1, for each year)	Contractor shall submit annual reports on the implementation and findings of the Quality Review Plan. annual report shall include: Total number and percentage of Level II cases reviewed Completeness and timeliness of the recommendations/determinations on the cases.
Level I Screenings and Level II Evaluations Reports	Annual (Due Date: August 1, for each year)	Contractor shall complete and submit, on an annual basis, a detailed roll-up report of the Level I screenings and Level II evaluations conducted during the year. Minimum requirements of report shall include, but are not limited to: Grand total of review types and summary of determinations made/outcomes Total number of Level I Screenings and Level II Evaluations by county/city Primary diagnoses (Axis 1, 2, & 3) from all Level II

		Evaluations Ages of individuals receiving Level I Screenings and Level II Evaluations Average turn-around time for Level I Screenings (within six business hours) and Level II Evaluations (within seven business (working) days).
Ad hoc reports	Upon request	Contractor shall compile ad hoc reports upon written request of the DBH or Division of MLTC.
Annual CMS reports	Upon request	Contractor shall complete or assist in completing reports as requested by the Centers for Medicare and Medicaid Services (CMS)
NF Non-Compliance Monthly Reports	Due: 15 th of each month	Contractor shall compile a summary of non-compliance issues of PASRR completion process to include: - Resident (name, SSN) - Reason for non-compliance, late referrals, etc.
Technical Assistance/Status Update Phone Calls	Upon request	Contractor shall provide technical assistance/status updates no more than monthly but no less than quarterly unless otherwise approved by the State.
Technical Assistance Site Visit	Not more than once every two (2) years	Contractor shall provide on-site technical assistance and review of services no more than once every two (2) years.

H. BUSINESS ASSOCIATE PROVISIONS

1. Business Associate. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this contract, shall mean Contractor.
2. Covered Entity. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this contract, shall mean DHHS.
3. HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
4. Other Terms. The following terms shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.
5. The Contractor shall do the following:
 - a. Not use or disclose protected health information other than as permitted or required by this Contract, consistent with DHHS' minimum necessary policies and procedures, or as required by law.
 - b. Implement and maintain appropriate administrative, physical, and technical safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent access to, use, or disclosure of protected health information other than as provided for by the Contract and assess potential risks and vulnerabilities to the individual health data in its care and custody and develop, implement, and maintain reasonable security measures.
 - c. Report to DHHS, within fifteen (15) days, any use or disclosure of protected health information not provided for by this Contract of which it becomes aware, including breaches of unsecured protected health information as required by 45 CFR 164.410, and any security incident of which it becomes aware. Contractor shall, as instructed by DHHS, take immediate steps to mitigate any harmful effect of such unauthorized disclosure of protected health information pursuant to the conditions of this Contract through the preparation and completion of a written Corrective Action Plan subject to the review and approval by the DHHS. The Contractor shall report any breach to the individuals affected and to the HHS Office of Civil Rights, and if warranted the media, on behalf of the covered entity, as required by the HIPAA regulations.

- d. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the Contractor agree to the same restrictions, conditions, and requirements that apply to the Contractor with respect to such information;
 - e. Within fifteen (15) days:
 - i. Make available protected health information in a designated record set to DHHS as necessary to satisfy DHHS' obligations under 45 CFR 164.524;
 - ii. Make any amendment(s) to protected health information in a designated record set as directed or agreed to by DHHS pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy DHHS' obligations under 45 CFR 164.526;

Maintain and make available the information required to provide an accounting of disclosures to DHHS as necessary to satisfy DHHS' obligations under 45 CFR 164.528;
 - f. To the extent the Contractor is to carry out one or more of DHHS' obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to DHHS in the performance of such obligation(s); and
 - g. Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.
6. The Contractor is permitted to use and disclose protected health information:
- a. As necessary to perform the services set forth in this Contract;
 - b. As required by law; and
 - c. Consistent with DHHS' minimum necessary policies and procedures.
7. The Contractor may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by DHHS.

V. PROPOSAL INSTRUCTIONS

This section documents the mandatory requirements that must be met by bidders in preparing the Technical and Cost Proposal. Bidders should identify the subdivisions of "Project Description and Scope of Work" clearly in their proposals; failure to do so may result in disqualification. Failure to respond to a specific requirement may be the basis for elimination from consideration during the State's comparative evaluation.

Proposals are due by the date and time shown in the Schedule of Events. Content requirements for the Technical and Cost Proposal are presented separately in the following subdivisions; format and order:

A. PROPOSAL SUBMISSION

1. REQUEST FOR PROPOSAL FORM

By signing the "Request for Proposal for Contractual Services" form, the bidder guarantees compliance with the provisions stated in this Request for Proposal, agrees to the Terms and Conditions stated in this Request for Proposal unless otherwise agreed to, and certifies bidder maintains a drug free work place environment.

The Request for Proposal for Contractual Services form must be signed in ink and returned by the stated date and time in order to be considered for an award.

Further, Section III. Terms and Conditions must be returned with the proposal response.

2. CORPORATE OVERVIEW

The Corporate Overview section of the Technical Proposal should consist of the following subdivisions:

a. BIDDER IDENTIFICATION AND INFORMATION

The bidder must provide the full company or corporate name, address of the company's headquarters, entity organization (corporation, partnership, 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.

b. FINANCIAL STATEMENTS

The bidder must provide financial statements applicable to the firm. If publicly held, the bidder must 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, must 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 must 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.

c. 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 must describe the circumstances of such change and indicate when the change will likely occur. Any change of ownership to an awarded vendor(s) will require notification to the State.

d. OFFICE LOCATION

The bidder's office location responsible for performance pursuant to an award of a contract with the State of Nebraska must be identified.

e. **RELATIONSHIPS WITH THE STATE**

The bidder shall describe any dealings with the State over the previous three (3) years. If the organization, its predecessor, or any party named in the bidder's proposal response has contracted with the State, the bidder shall identify the contract number(s) and/or any other information available to identify such contract(s). If no such contracts exist, so declare.

f. **BIDDER'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 twelve (12) 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.

g. **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 bidder'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 (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.

h. **SUMMARY OF BIDDER'S CORPORATE EXPERIENCE**

The bidder shall provide a summary matrix listing the bidder's previous projects similar to this Request for Proposal in size, scope, and complexity. The State will use no more than three (3) narrative project descriptions submitted by the bidder during its evaluation of the proposal.

The bidder must address the following:

- i. Provide narrative descriptions to highlight the similarities between the bidder's experience and this Request for Proposal. These descriptions must 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 shall identify whether the work was performed as the prime Contractor or as a Subcontractor. If a bidder performed as the prime Contractor, the description must 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 must be listed separately. Narrative descriptions submitted for Subcontractors must be specifically identified as Subcontractor projects.

- iii. If the work was performed as a Subcontractor, the narrative description shall identify the same information as requested for the Contractors above. In addition, Subcontractors shall identify what share of contract costs, project responsibilities, and time period were performed as a Subcontractor.

i. **SUMMARY OF BIDDER'S PROPOSED PERSONNEL/MANAGEMENT APPROACH**

The bidder must present a detailed description of its proposed approach to the management of the project.

The bidder must identify the specific professionals who will work on the State's project if their company is awarded the contract resulting from this Request for Proposal. The names and titles of the team proposed for assignment to the State project shall 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 bidder shall provide resumes for all personnel proposed by the bidder 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 Request for Proposal in addition to assessing the experience of specific individuals.

Resumes must not be longer than three (3) pages. Resumes shall include, at a minimum, academic background and degrees, professional certifications, understanding of the process, and at least three (3) references (name, address, and telephone number) who can attest to the competence and skill level of the individual. Any changes in proposed personnel shall only be implemented after written approval from the State.

j. **SUBCONTRACTORS**

If the bidder intends to Subcontract any part of its performance hereunder, the bidder must provide:

- i. name, address, and telephone number of the Subcontractor(s);
- ii. specific tasks for each Subcontractor(s);
- iii. percentage of performance hours intended for each Subcontract; and
- iv. total percentage of Subcontractor(s) performance hours.

Contractor shall provide demonstration of any commitments/partnerships such as letters of agreements with any potential subcontractors and the ability to provide the letter of agreement(s) sixty (60) days of subcontractor's service utilization. Any other additional subcontracting of the responsibilities within this RFP may be done only with the written consent of the State. Failure to properly notify and gain approval from the State is grounds for termination of the contract, at DHHS' sole discretion. Contractor shall insure or Contractor shall engage fully qualified subcontractors in the performance of the contract.

3. TECHNICAL APPROACH

The technical approach section of the Technical Proposal must consist of the following subsections:

- a. Understanding of the project requirements;
- b. Proposed development approach;
- c. Technical considerations;
- d. Detailed project work plan; and
- e. Deliverables and due dates.

B. COST PROPOSAL REQUIREMENTS

This section describes the requirements to be addressed by bidders in preparing the Cost Proposal. The bidder must submit the Cost Proposal in a section of the proposal that is a separate section or is packaged separately as specified in this RFP from the Technical Proposal section.

The component costs of the fixed price proposal for providing the services set forth in the Request for Proposal must be provided by submitting forms substantially equivalent to those described below.

1. PRICING SUMMARY

This summary shall present the total fixed price to perform all of the requirements of the Request for Proposal. The bidder must include details in the Cost Proposal supporting any and all costs. These

details must include, at a minimum, detailed descriptions and/or specifications of the goods and/or services to be provided, quantities, and timing and unit costs, if applicable.

The State reserves the right to review all aspects of the Cost Proposal for reasonableness and to request clarification of any proposal where the cost component shows significant and unsupported deviation from industry standards or in areas where detailed pricing is required.

2. PRICES

Prices quoted shall be net, including transportation and delivery charges fully prepaid by the bidder, F.O.B. destination named in the Request for Proposal. No additional charges will be allowed for packing, packages, or partial delivery costs. When an arithmetic error has been made in the extended total, the unit price will govern.

C. PAYMENT SCHEDULE

The payment schedule for the project is tied to specific dates and deliverables. Invoices may be submitted by the Contractor on specific dates based on the completion and acceptance of related deliverables. No invoice will be approved unless the associated deliverables have been approved.

Form A
Bidder Contact Sheet
Request for Proposal Number 5165Z1

Form A should be completed and submitted with each response to this Request for Proposal. 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:	
Bidder Address:	
Contact Person & Title:	
E-mail Address:	
Telephone Number (Office):	
Telephone Number (Cellular):	
Fax Number:	

Each bidder shall 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:	
Bidder Address:	
Contact Person & Title:	
E-mail Address:	
Telephone Number (Office):	
Telephone Number (Cellular):	
Fax Number:	