

# MAXIMUS®

Proposal to Provide

## Inspections of Care

Provided For  
**Arkansas Department of Human Services,  
Division of Provider Services and Quality Assurance**

**ORIGINAL Bid Response Packet B**  
Invitation for Bid 710-19-1023  
March 18, 2019



***BID RESPONSE PACKET***  
***710-19-1023***

# BID SIGNATURE PAGE

Type or Print the following information.

PROSPECTIVE CONTRACTOR'S INFORMATION				
Company:	Ascend Management Innovations LLC			
Address:	840 Crescent Centre Drive # 400			
City:	Franklin	State:	TN	Zip Code: 37067- 4667
Business Designation:	<input type="checkbox"/> Individual <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Public Service Corp <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Nonprofit			
Minority and Women-Owned Designation*:	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> American Indian <input type="checkbox"/> Asian American <input type="checkbox"/> Service Disabled Veteran <input type="checkbox"/> African American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Pacific Islander American <input type="checkbox"/> Women-Owned			
	AR Certification #: _____		* See <i>Minority and Women-Owned Business Policy</i>	

PROSPECTIVE CONTRACTOR CONTACT INFORMATION			
Provide contact information to be used for bid solicitation related matters.			
Contact Person:	T. Isadora Huntley	Title:	Senior Director - Contracts
Phone:	404.575.8007	Alternate Phone:	
Email:	<a href="mailto:MAXIMUShealthproposals@maximus.com">MAXIMUShealthproposals@maximus.com</a> ; <a href="mailto:TIsadoraHuntley@maximus.com">TIsadoraHuntley@maximus.com</a>		

CONFIRMATION OF REDACTED COPY
<p><input checked="" type="checkbox"/> YES, a redacted copy of submission documents is enclosed.</p> <p><input type="checkbox"/> NO, a redacted copy of submission documents is <u>not</u> enclosed. I understand a full copy of non-redacted submission documents will be released if requested.</p> <p><i>Note: If a redacted copy of the submission documents is not provided with Prospective Contractor's response packet, and neither box is checked, a copy of the non-redacted documents, with the exception of financial data (other than pricing), will be released in response to any request made under the Arkansas Freedom of Information Act (FOIA). See Bid Solicitation for additional information.</i></p>

ILLEGAL IMMIGRANT CONFIRMATION
<p>By signing and submitting a response to this <i>Bid Solicitation</i>, a Prospective Contractor agrees and certifies that they do not employ or contract with illegal immigrants. If selected, the Prospective Contractor certifies that they will not employ or contract with illegal immigrants during the aggregate term of a contract.</p>

ISRAEL BOYCOTT RESTRICTION CONFIRMATION
<p>By checking the box below, a Prospective Contractor agrees and certifies that they do not boycott Israel, and if selected, will not boycott Israel during the aggregate term of the contract.</p> <p><input checked="" type="checkbox"/> Prospective Contractor does not and will not boycott Israel.</p>

**An official authorized to bind the Prospective Contractor to a resultant contract must sign below.**

The signature below signifies agreement that any exception that conflicts with a Requirement of this *Bid Solicitation* will cause the Prospective Contractor's bid to be disqualified:

Authorized Signature:  Title: Senior Director - Contracts  
Use Ink Only.


Printed/Typed Name: Lauren Fujioka Date: 3/14/2019

## **SECTION 1 - VENDOR AGREEMENT AND COMPLIANCE**

Any requested exceptions to items in this section which are NON-mandatory **must** be declared below or as an attachment to this page. Vendor **must** clearly explain the requested exception, and should label the request to reference the specific solicitation item number to which the exception applies.

- Exceptions to Requirements **shall** cause the vendor's proposal to be disqualified.

By signature below, vendor agrees to and **shall** fully comply with all Requirements as shown in this section of the bid solicitation.


<b>Vendor Name:</b>	Ascend Management Innovations LLC	<b>Date:</b>	3/14/2019
<b>Signature:</b>		<b>Title:</b>	Senior Director - Contracts
<b>Printed Name:</b>	Lauren Fujioka		

## **SECTION 2 - VENDOR AGREEMENT AND COMPLIANCE**

Any requested exceptions to items in this section which are NON-mandatory **must** be declared below or as an attachment to this page. Vendor **must** clearly explain the requested exception, and should label the request to reference the specific solicitation item number to which the exception applies.

- Exceptions to Requirements **shall** cause the vendor's proposal to be disqualified.

By signature below, vendor agrees to and **shall** fully comply with all Requirements as shown in this section of the bid solicitation.

<b>Vendor Name:</b>	Ascend Management Innovations LLC	<b>Date:</b>	3/14/2019
<b>Signature:</b>		<b>Title:</b>	Senior Director - Contracts
<b>Printed Name:</b>	Lauren Fujioka		

## **SECTION 3 - VENDOR AGREEMENT AND COMPLIANCE**

Exceptions to Requirements **shall** cause the vendor's proposal to be disqualified.

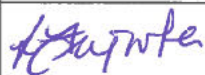
In accordance with Question ID #57, **Ascend** respectfully submits the following exception to Section 3.10. A. Termination for Cause. In order to align with the cure procedure set forth on Attachment C, we request an opportunity to cure any default prior to termination by revising Section 3.10. A. as set forth below:

*For Cause. The State may cancel any contract resulting from this solicitation for cause at the discretion of DHS; provided upon notice of default a Corrective Action Plan (CAP) acceptable to DHS shall be due to DHS within ten (10) business days of the request. If vendor fails to cure its default in accordance with the CAP, the State shall give the vendor written notice of cancellation, specifying the terms and the effective date of contract termination.*

In accordance with Question ID #57, **Ascend** respectfully submits the following exception to Section 3.3.C. Conditions of Contract. In order to clarify which terms control in the event of a conflict, we request to revise Section 3.3.C. as set forth below:

*The Contractor agrees to the Performance Based Contracting standards as presented in Attachment C, DHS Standard Terms and Conditions as presented in Attachment D, a pro forma contract as presented in Attachment E, the Business Associate Agreement as presented in Attachment F, and the Organizational or Personal Conflict of Interest policy as presented in Attachment G. In the event of conflict regarding the terms and conditions, the following order of precedence shall apply: 1. Bid No. 710-19-1023, Section 3 Contractual Requirements, 2. pro forma contract, 3. Performance Based Contracting standards, 4. DHS Standard Terms and Conditions, 5. Business Associate Agreement, 6. Organizational or Personal Conflict of Interest policy.*


By signature below, vendor agrees to and **shall** fully comply with all Requirements as shown in this section of the bid solicitation.

<b>Vendor Name:</b>	Ascend Management Innovations LLC	<b>Date:</b>	3/14/2019
<b>Signature:</b>		<b>Title:</b>	Senior Director - Contracts
<b>Printed Name:</b>	Lauren Fujioka		

## **SECTION 4 - VENDOR AGREEMENT AND COMPLIANCE**

Exceptions to Requirements **shall** cause the vendor's proposal to be disqualified.

By signature below, vendor agrees to and **shall** fully comply with all Requirements as shown in this section of the bid solicitation.

<b>Vendor Name:</b>	Ascend Management Innovations LLC	<b>Date:</b>	3/14/2019
<b>Signature:</b>		<b>Title:</b>	Senior Director - Contracts
<b>Printed Name:</b>	Lauren Fujioka		

## PROPOSED SUBCONTRACTORS FORM

- **Do not** include additional information relating to subcontractors on this form or as an attachment to this form.


**PROSPECTIVE CONTRACTOR PROPOSES TO USE THE FOLLOWING SUBCONTRACTOR(S) TO PROVIDE SERVICES.**

Type or Print the following information

Subcontractor's Company Name	Street Address	City, State, ZIP

**PROSPECTIVE CONTRACTOR DOES NOT PROPOSE TO USE SUBCONTRACTORS TO PERFORM SERVICES.**

By signature below, vendor agrees to and **shall** fully comply with all Requirements related to subcontractors as shown in the bid solicitation.

<b>Vendor Name:</b>	Ascend Management Innovations LLC	<b>Date:</b>	3/14/2019
<b>Signature:</b>		<b>Title:</b>	Senior Director - Contracts
<b>Printed Name:</b>	Lauren Fujioka		



Contract Number \_\_\_\_\_  
 Attachment Number \_\_\_\_\_  
 Action Number \_\_\_\_\_  
 Failure to complete all of the following information may result in a delay in obtaining a contract, lease, purchase agreement, or grant award with any Arkansas State Agency.  
 SUBCONTRACTOR: \_\_\_\_\_  
 SUBCONTRACTOR NAME: \_\_\_\_\_

**CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM**

Yes  No

IS THIS FOR:  Goods?  Services?  Both?

TAXPAYER ID NAME: Ascend Management Innovations LLC

YOUR LAST NAME: \_\_\_\_\_ FIRST NAME: \_\_\_\_\_ M.I.: \_\_\_\_\_

ADDRESS: 840 Crescent Centre Dr # 400

CITY: Franklin STATE: TN ZIP CODE: 37067 COUNTRY: US

**AS A CONDITION OF OBTAINING, EXTENDING, AMENDING, OR RENEWING A CONTRACT, LEASE, PURCHASE AGREEMENT, OR GRANT AWARD WITH ANY ARKANSAS STATE AGENCY, THE FOLLOWING INFORMATION MUST BE DISCLOSED:**

**FOR INDIVIDUALS \***

Indicate below if: you, your spouse or the brother, sister, parent, or child of you or your spouse is a current or former: member of the General Assembly, Constitutional Officer, State Board or Commission Member, or State Employee:

Position Held	Mark (✓)		Name of Position of Job Held [senator, representative, name of board/ commission, data entry, etc.]	For How Long?		What is the person(s) name and how are they related to you? [i.e., Jane Q. Public, spouse, John Q. Public, Jr., child, etc.]	Relation
	Current	Former		From MM/YY	To MM/YY		
General Assembly							
Constitutional Officer							
State Board or Commission Member							
State Employee							

None of the above applies

**FOR AN ENTITY (BUSINESS) \***

Indicate below if any of the following persons, current or former, hold any position of control or hold any ownership interest of 10% or greater in the entity: member of the General Assembly, Constitutional Officer, State Board or Commission Member, State Employee, or the spouse, brother, sister, parent, or child of a member of the General Assembly, Constitutional Officer, State Board or Commission Member, or State Employee. Position of control means the power to direct the purchasing policies or influence the management of the entity.

Position Held	Mark (✓)		Name of Position of Job Held [senator, representative, name of board/ commission, data entry, etc.]	For How Long?		What is the person(s) name and what is his/her % of ownership interest and/or what is his/her position of control?	
	Current	Former		From MM/YY	To MM/YY	Person's Name(s)	Ownership Interest (%)
General Assembly							
Constitutional Officer							
State Board or Commission Member							
State Employee							

None of the above applies

Contract Number \_\_\_\_\_  
Attachment Number \_\_\_\_\_  
Action Number \_\_\_\_\_

## Contract and Grant Disclosure and Certification Form

Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that Order, shall be a material breach of the terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the agency.

As an additional condition of obtaining, extending, amending, or renewing a contract with a state agency I agree as follows:

1. Prior to entering into any agreement with any subcontractor, prior or subsequent to the contract date, I will require the subcontractor to complete a **CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM**. Subcontractor shall mean any person or entity with whom I enter an agreement whereby I assign or otherwise delegate to the person or entity, for consideration, all, or any part, of the performance required of me under the terms of my contract with the state agency.
2. I will include the following language as a part of any agreement with a subcontractor:  
*Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that Order, shall be a material breach of the terms of this subcontract. The party who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the contractor.*
3. No later than ten (10) days after entering into any agreement with a subcontractor, whether prior or subsequent to the contract date, I will mail a copy of the **CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM** completed by the subcontractor and a statement containing the dollar amount of the subcontract to the state agency.

I certify under penalty of perjury, to the best of my knowledge and belief, all of the above information is true and correct and that I agree to the subcontractor disclosure conditions stated herein.

Signature Lauren Fujioka Title Senior Director - Contracts Date 3/14/2019  
Vendor Contact Person Lauren Fujioka Title Senior Director - Contracts Phone No. (571) 342-3046

Agency use only  
Agency Number 0710 Agency Name Department of Human Services Agency Contact Person \_\_\_\_\_ Contract Phone No. \_\_\_\_\_ or Grant No. \_\_\_\_\_

### Administrative Policy

Subject: Equal Employment Opportunity

Approved by: Mark Andrekovich and Richard Montoni

Reference Number: EM.2.2

Date: 1/29/2007

**Purpose:** 2.2.1. This policy establishes the Company's commitment to equal employment opportunity for all employees and in all hiring decisions.

**Revision History:** 2.2.2.

Date	Rev. No.	Change	Reference Sections
1/2007	1.	New Policy Drafted	n/a
6/2017	2.	Policy was aligned with current laws and verbiage	Multiple

**Scope:** 2.2.3. This policy applies to all MAXIMUS employees, officers and directors affiliated with all business units, including majority-owned subsidiaries and joint ventures in the United States.

**Policy:** 2.2.4. MAXIMUS is an equal opportunity employer that does not discriminate on the basis of race, creed, color, national origin, gender, gender identity, age, religion, religious beliefs, sex, sexual orientation, marital status, citizenship status, physical or mental disability, U.S. veteran status, genetic information, or any status protected by law, except where gender is a bona fide occupational requirement.

2.2.5. MAXIMUS will follow this policy with respect to the recruitment, hiring, placement, promotion, transfer, training of our employees, our compensation and benefits programs, other employee activities, access to facilities and programs, and general treatment during employment.

**Procedure:** 2.2.6. Employees who believe they have been treated in a manner inconsistent with this policy, or who have seen behavior that they believe is inconsistent with this policy should report their concerns. Employees may report the situation to their supervisors. They may also contact their local human capital representative or make an anonymous report to the MAXIMUS Ethics Hotline at 1.844.592.2218.

2.2.7. Employees are encouraged to raise any concerns or complaints about possible workplace discrimination without fear of retaliation. MAXIMUS will not tolerate any type of retaliation against employees who raise such complaints. Employees who believe they have been retaliated against should report their concerns immediately to the MAXIMUS Ethics Hotline.

**Responsibility:**

2.2.8. Please contact the Human Capital Resolution Center with any questions regarding this policy.



**STATE OF ARKANSAS**  
 DEPARTMENT OF HUMAN SERVICES  
 700 South Main Street  
 P.O. Box 1437 / Slot W345  
 Little Rock, AR 72203

**ADDENDUM 1**

**TO:** Vendors Addressed  
**FROM:** Chorsie Burns  
**DATE:** February 22, 2019  
**SUBJECT:** 710-19-1023: Inspections of Care

The following changes to the above-referenced IFB have been made as designated below:

- Change of Specifications
- Change of Pricing Sheet
- Change of Bid Opening Time and Date
- Cancellation of Bid
- Other

**BID OPENING DATE AND TIME**

Bid opening date and time remain unchanged.

**CHANGE OF PRICING SHEET**

In the Quality of Care Reviews section (page 8) the following changes in the estimated annual volume is to be made:

Description	Estimated Annual Volume	Unit Price Per Review	Extended Amount
<b>Quality of Care Reviews</b>			
Division of Youth Services (DYS) Secure Residential Treatment Facilities	5	\$	\$
DYS Specialized Residential Treatment Programs	10	\$	\$

**OTHER**

In the IFB page 26, Section 3.1, Item A, **PAYMENT AND INVOICE PROVISIONS** all invoices shall be forwarded to:

[DMS.Invoices@arkansas.gov](mailto:DMS.Invoices@arkansas.gov)

Invoice procedures shall be as outlined in Attachment H Invoice Procedures.

The changes made by virtue of this addendum become a permanent addition to the above referenced IFB. Failure to return this signed addendum may result in rejection of your proposal.

If you have questions, please contact Chorsie Burns at [chorsie.burns@dhs.arkansas.gov](mailto:chorsie.burns@dhs.arkansas.gov)

Company: Ascend Management Innovations LLC

Respondent Signature:   
 Lauren Fujioka  
 Senior Director & Legal Counsel

Date: March 13, 2019

# Minimum Qualifications

RFP Section 1.7.A.3, 2.3

1.7.A.3.d. Documentation that vendor meets the minimum qualifications outlined in this IFB. (See Minimum Qualifications.)

## 2.3 MINIMUM QUALIFICATION

The Contractor must meet the following requirements:

Ascend Management Innovations LLC (Ascend) is a wholly owned subsidiary of MAXIMUS Health Services, Inc. (MAXIMUS). MAXIMUS is a wholly owned subsidiary of MAXIMUS, Inc., a publicly traded company (NYSE: MMS).

MAXIMUS, Inc., since its establishment in 1975, has been partnering with all levels of government entities in the United States, Canada, the United Kingdom, Australia, and Saudi Arabia to provide critical health and human service programs to a diverse array of communities. Our core mission of "*Helping Government Serve the People*"<sup>®</sup> is at the heart of our commitment to delivering the most effective solutions in the most efficient manner possible.

Ascend was established in 2007 and acquired by MAXIMUS in 2016. We bring 12 years of mental health and disability assessment services, having successfully completed millions of conflict-free disability screens and assessments for Medicaid long-term services. We currently support beneficiaries across 15 states.

Ascend shares resources and expertise with its parent company, MAXIMUS. MAXIMUS has been operating large-scale health service projects for more than a dozen years, including Medicaid and customer service projects, developing effective solutions for our government clients every step of the way. Our healthcare operational services encompass support for long-term services and support programs, conflict-free assessments, and care planning for the elderly and persons with disabilities, health insurance exchanges, eligibility and enrollment modernization, and health information system technology consulting.

In this section, we present our experience, credentials, and references that strongly qualify Ascend to meet the requirements of the Arkansas Division of Provider Services and Quality Assurance (DPSQA) Inspection of Care contract. With years of experience in both Quality of Care Reviews, Licensure / Certification visits, and Quality Improvement Organization (QIO)-like (QIO-like) entity status by CMS, Ascend is completely qualified to serve the State in performing these functions.

## 1. Experience

1. Vendor must have five (5) years' experience performing: (1) Health and Safety licensure/certification visits with HCBS waiver providers and/or Behavioral Health providers and (2) Quality of Care reviews with HCBS waiver providers and/or Behavioral Health providers. To clarify, Vendor is not required to have five (5) years' experience in categories (1) and (2) separately. Vendor may use five (5) years' concurrent experience in categories (1) and (2) to meet this requirement. Vendor must have at least five (5) years' experience in one category, and at least three (3) years' experience in the other category (categories (1) and (2)) in order to qualify. For verification purposes Vendor must provide an overview of prior work, within the past five (5) years (or longer depending on the experience used to qualify under this section), meeting these requirements and which must include the following:

- scopes of work,
- estimated volume of reviews,
- time period of contract,
- contract amounts, and

- contact information for staff who can verify Vendor's experience, including the following information without limitation: staff member's name, title, current phone number, email address, and mailing address.
- Proposals may be disqualified from respondents whose references do not respond within five (5) business days of the request for verification.

We are the nation's most experienced, highest-quality provider of conflict-free assessments, with experience in comprehensive disability and mental health screenings and assessments, including Preadmission Screening and Resident Review (PASRR), Level of Care (LOC) determinations, assessments for Home and Community Based Services (HCBS) waiver eligibility and tier determination, and other Utilization Review. We have experience developing screening and assessment tools, in addition to screening and enrolling providers and performing site visits.

### Overview of Prior Work within Past Five Years

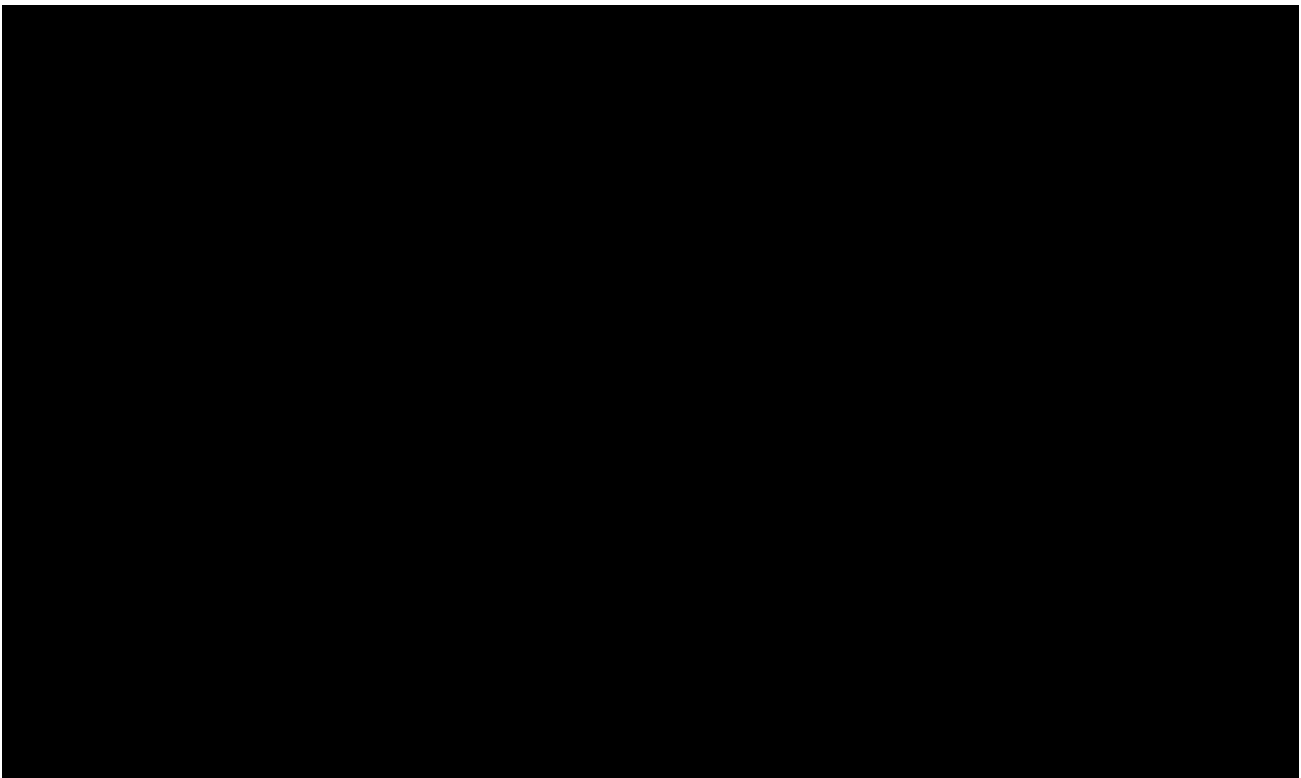
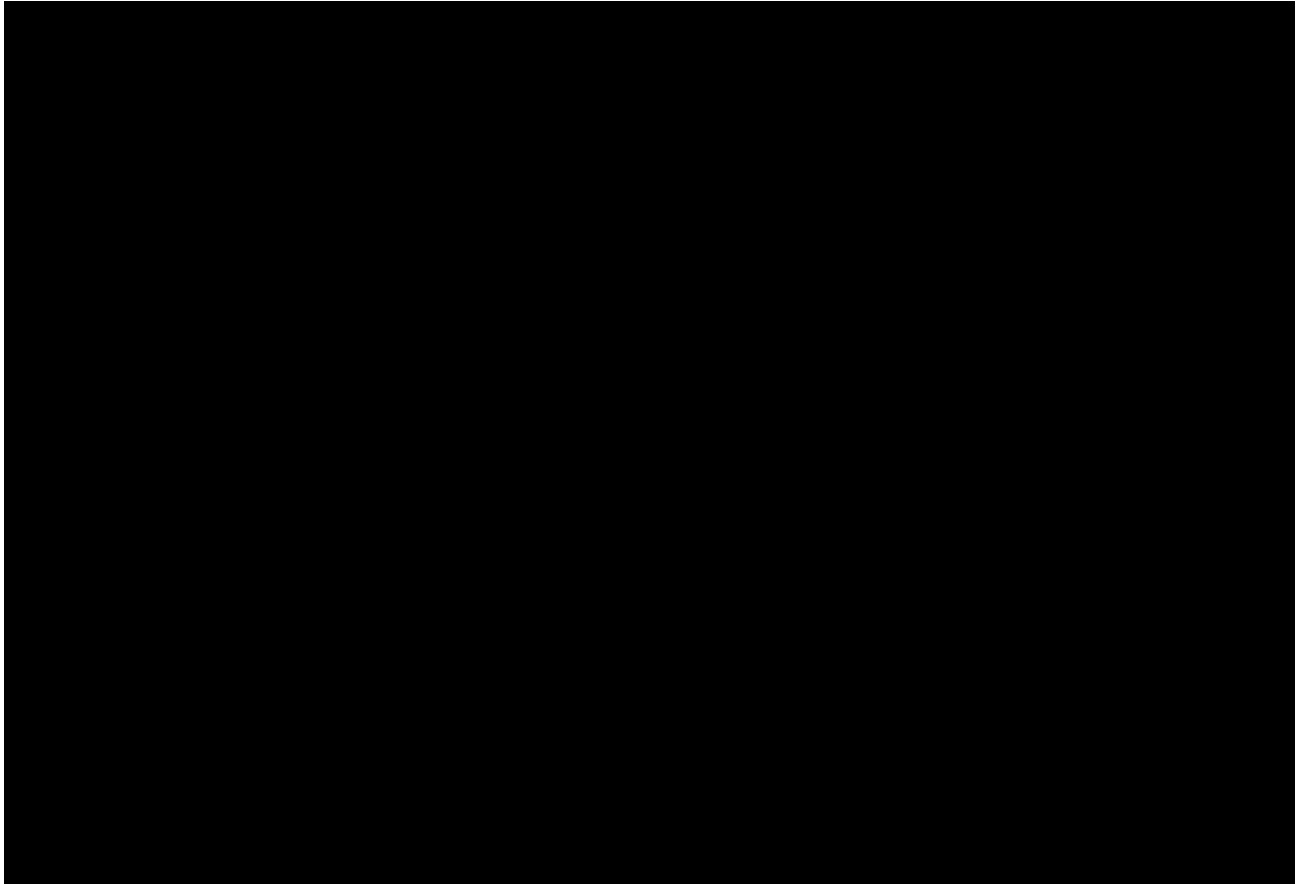
We meet the RFP experience requirements with the following projects:

Project Name	Years of Experience with Health and Safety licensure / certification visits with HCBS waiver providers and/or Behavioral Health providers	Years of Experience with Quality of Care reviews with HCBS waiver providers and/or Behavioral Health providers	Project References
Iowa Medicaid Enterprise Provider Services	15		X
North Dakota PASRR Project		15	X
Tennessee Audits and Appeals Project		7	X
New York Conflict-Free Evaluation and Enrollment Center (CFEEC) (Part of the New York Medicaid CHOICE)	7		
Nebraska Medicaid Provider Screening and Enrollment	4		
District of Columbia Provider Data Management Systems and Services	3		

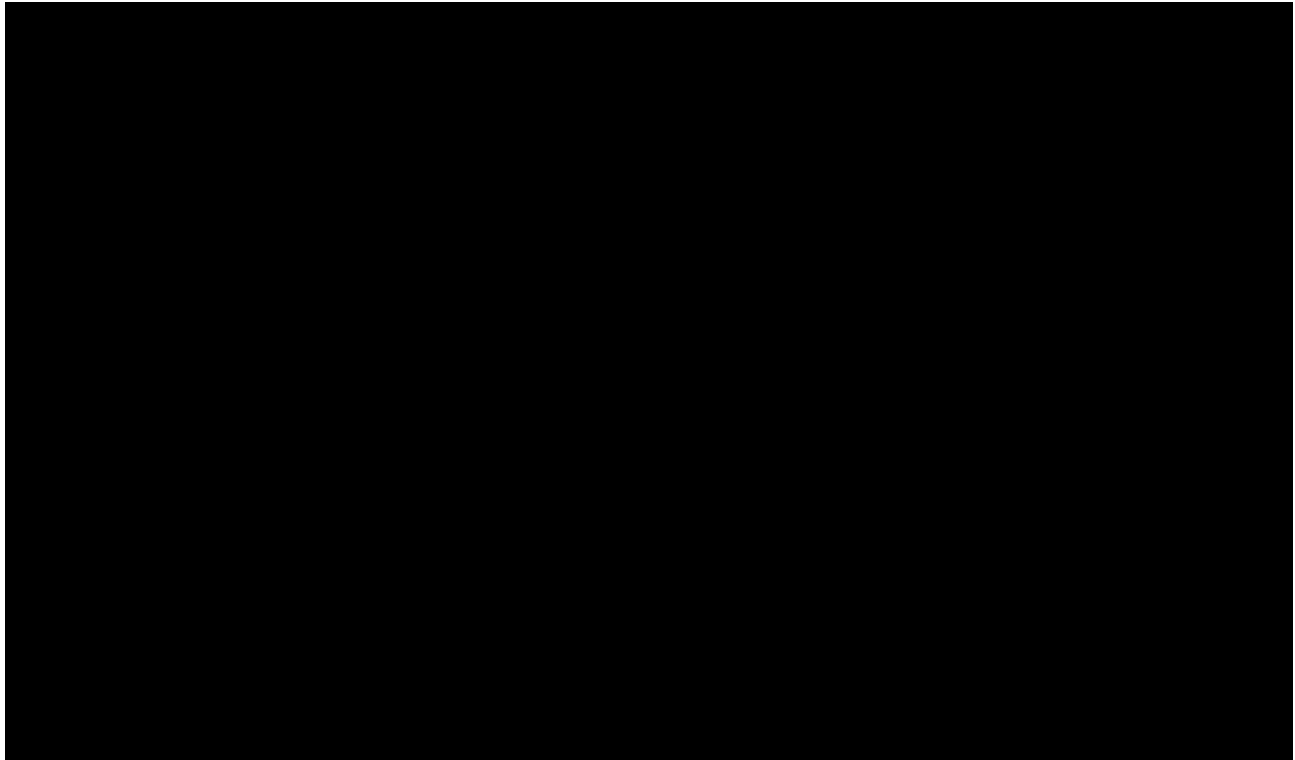
In the following pages, we provide all the required details for our qualifying projects, starting with those projects to contact as References.

### Project References

We offer the following references to confirm that we successfully operate qualifying projects. The following projects are contracts that are held by either Ascend or its parent company, MAXIMUS, with which Ascend shares resources and expertise.



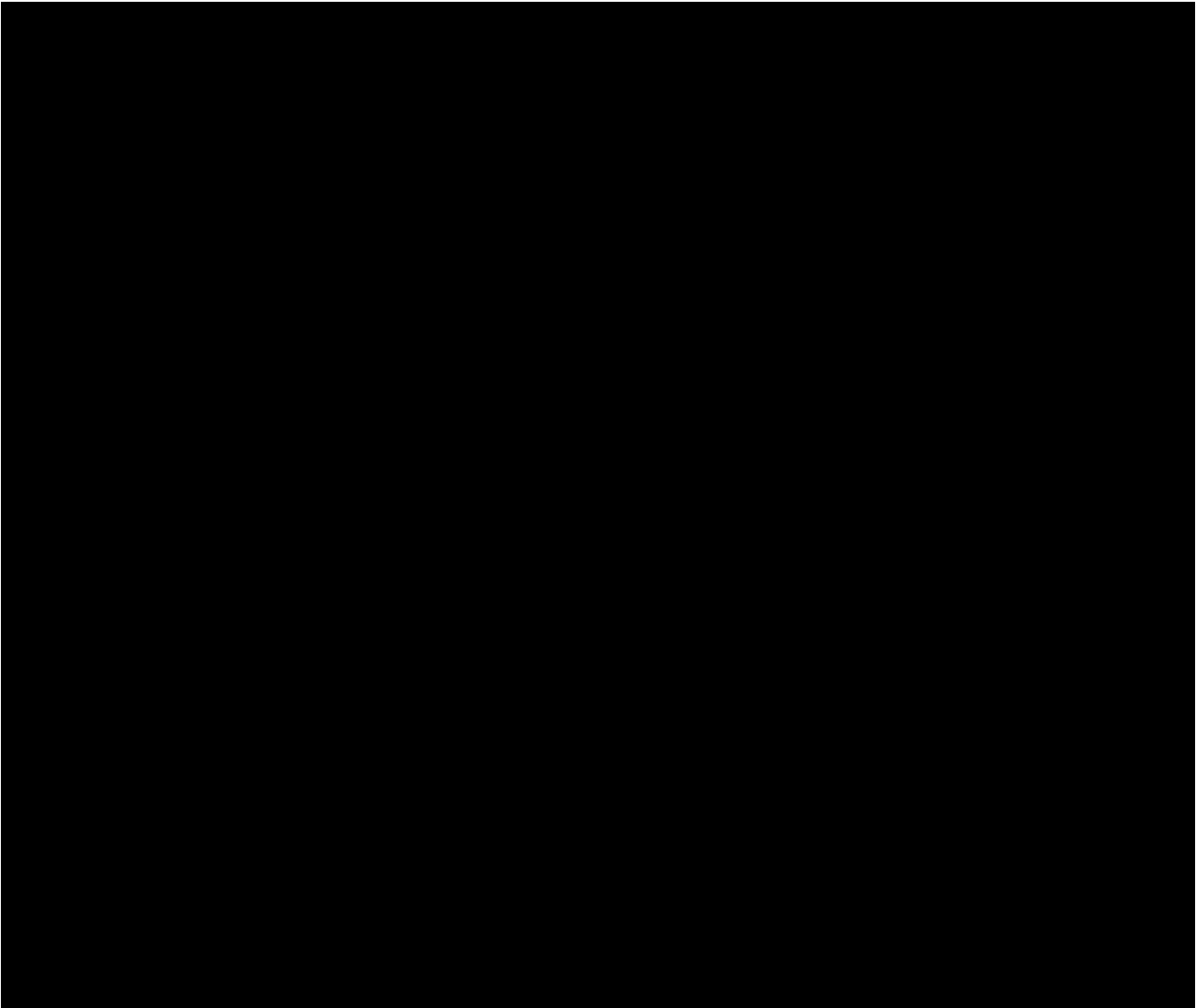


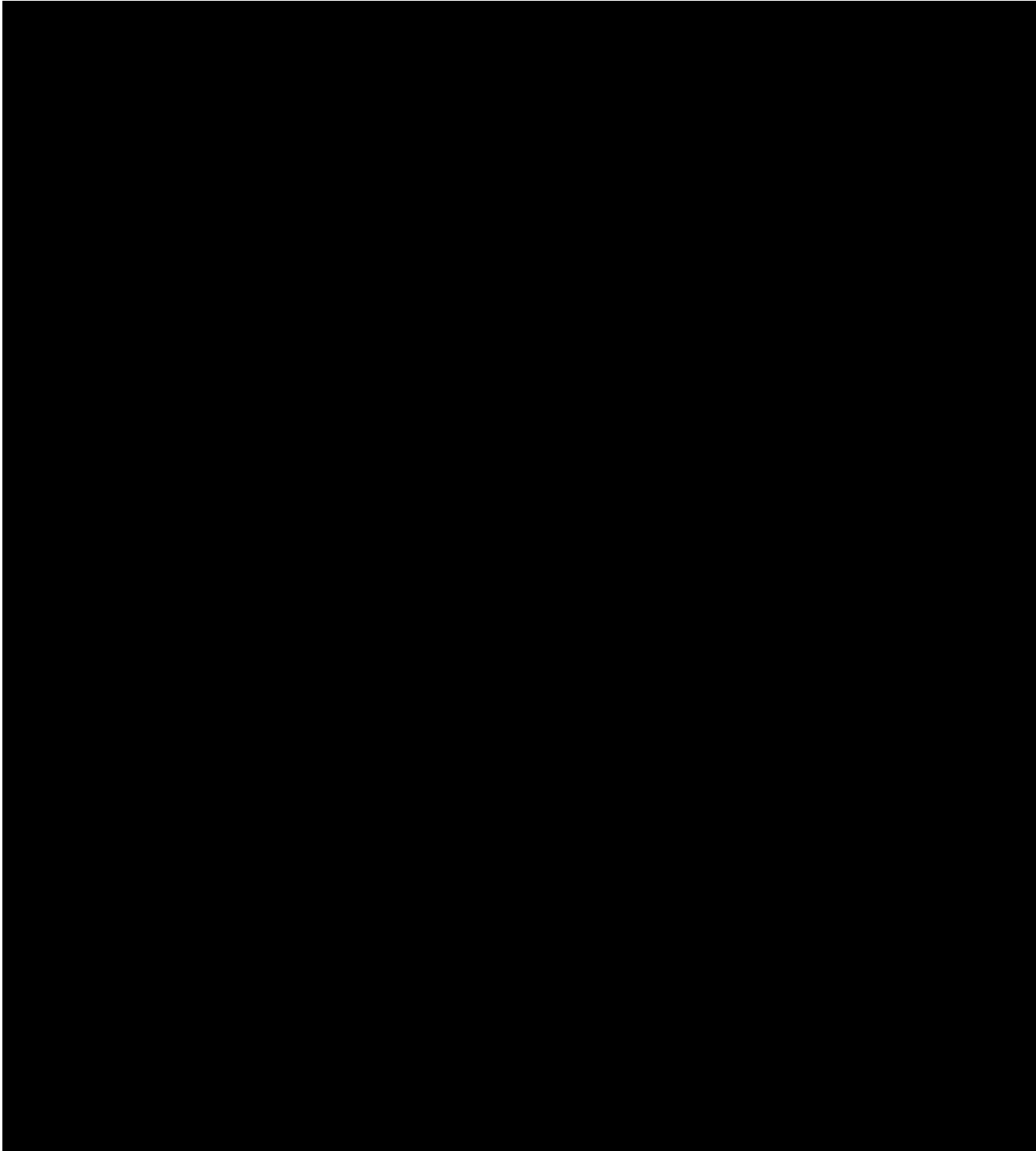


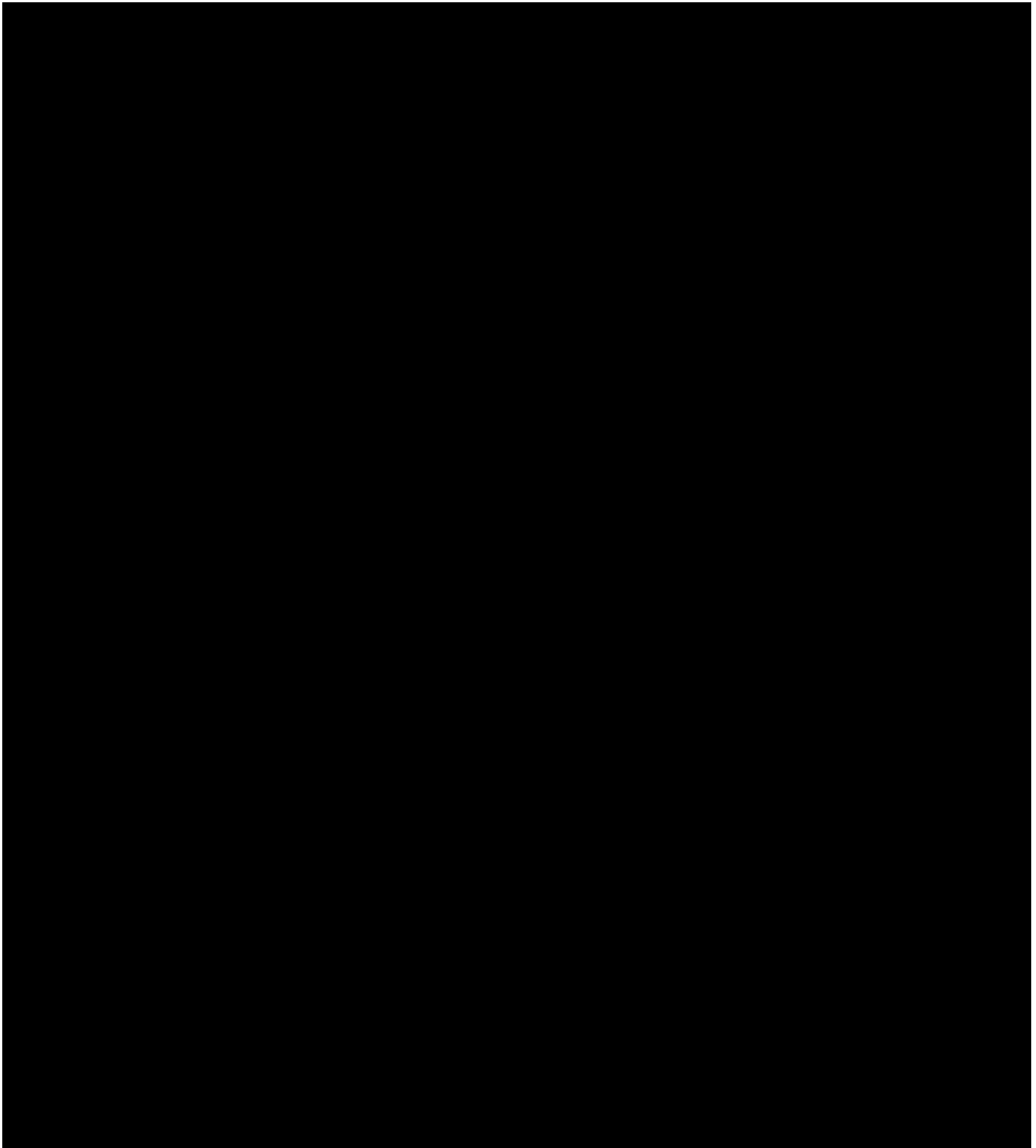
### **Additional Project Descriptions**

We offer the following project descriptions that contribute to exceeding the minimum qualifications required for the RFP.

- 







### Conflict-free Inspections

We specifically maintain our independence from Medicaid managed care entities and health care providers by limiting our contracts to government clients and carefully configuring our subcontracts to preserve this structure. Further, we have strict procedures in place to help ensure that our review teams remain conflict-free.

### Rapid Implementation Support

Changing vendors can be an unnerving prospect, but Ascend, together with its parent company, MAXIMUS, has the experience, skill, and expertise to architect a seamless customer experience and smooth implementation with low risk of interruption to current services.

With our depth of experience, thoughtful and thorough leadership, and data-driven operations, the Department will benefit from a new partnership with a knowledgeable vendor that brings true business intelligence and insights to drive these changes. We have an established, proven, and structured approach for directing project transitions of all sizes, enabling us to achieve project objectives in a timely and efficient manner. Our Standardized Operations and Analytics Program Management Office (SOA PMO) is a central resource that provides a company-wide conduit for sharing best practices and practical transition techniques. The SOA PMO allows the Arkansas Inspection of Care project team to access a body of knowledge from all projects that MAXIMUS has transitioned, providing experienced and knowledgeable resources to the transition. From the signing of the contract throughout the entire transition period, Ascend brings proven processes and skilled staff for managing every aspect of implementation. Through our experience with contract takeovers, we have learned the specific transition components that are crucial for the seamless assumption of responsibilities from an outgoing vendor. For example, we successfully implemented a statewide assessment contract in Nebraska in two weeks to meet pressing state needs. We also successfully designed, implemented, completed, and reported on an in-person assessment of 6,000 individuals on a waitlist for waiver services across Tennessee within a three-month timespan to meet pressing state needs.

### Qualified, Conflict-Free Review Teams

Criminal and Background searches & multijurisdictional criminal history database

SSN verification, National Sex Offender Registry, National Practitioner Database, OIG verification

Thorough professional reference checks and clinical interviews to verify skills and experience

Review team attestations of all historical or current conflicts; self report requirements if conflict identified with any referral

Routine and on demand reports are provided to the Department regarding numbers of review teams, conflicts, credentials, and training

19-P21001.0113-01

## 2. Quality Improvement Organization

2. Vendor must be a Quality Improvement Organization (QIO) or have QIO-like status. For verification purposes, Vendor must submit at time of bid official documentation from the Centers for Medicare and Medicaid Services (CMS) Quality Improvement Group, Center for Clinical Standards and Quality, attesting to Vendor's official status as a QIO or QIO-like entity.

In 2007, Ascend Management Innovations LLC was awarded Quality Improvement Organization-like (QIO-like) entity status by CMS, and we have maintained this certification to the present day. This designation confirms our capacity to conduct clinically excellent quality assessments and 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.



Eligible reviews conducted by Ascend are eligible for an enhanced 75 percent Federal financial match for the cost of all assessment-related activity should the Department choose to leverage Ascend as a QIO-like entity in its State.

At the end of this section, for verification purposes, we submit official documentation from the Centers for Medicare and Medicaid Services (CMS) Quality Improvement Group, Center for Clinical Standards and Quality, attesting to Vendor's official status as a QIO-like entity.

## 3. Sanctions or Corrective Actions

3. Vendor must certify that he/she has not received any sanctions or corrective actions by a state or Federal government within the last ten (10) years. However, failure to certify may not disqualify a Vendor's bid submission if Vendor provides detailed documentation of each sanction and any corresponding corrective action received from a State or Federal government within the last ten (10) years. Documentation must include status of all corrective actions within the last ten (10) years, including corrective actions completed to the satisfaction of the issuing government agency.

In the following table, Ascend provides details of each sanction and corrective action received from a State government within the last 10 years, including status of all corrective actions and corrective actions completed to the satisfaction of the issuing government agency.


## 4. Conflict of Interest

4. Vendor and all Vendor Subcontractors, if any, must certify that Vendor and all Vendor Subcontractors have read the Organizational or Personal Conflict of Interest Clause (see Attachment G) and that Vendor and all Vendor Subcontractors have no actual, apparent, or potential conflicts of interest with the providers specified in Attachments II-VII). If Vendor or any Vendor Subcontractor does have an actual, apparent, or potential conflict of interest, Vendor must disclose all relevant information pertaining to such conflict of interest. Vendors disclosing a potential, actual or apparent conflict of interest must submit a conflict of interest mitigation plan at the time of bid. DHS, in its sole discretion, will determine if a conflict exists and whether it can be mitigated or waived. Bidders with conflicts of interest that cannot be mitigated or waived shall be disqualified.

**Ascend Management Innovations LLC certifies that we have read the Organizational or Personal Conflict of Interest Clause (RFP Attachment G) and that we have no actual, apparent, or potential conflicts of interest with the providers specified in RFP Attachments II-VII.**

## 5. Bondable

5. Vendor must be bondable. As proof of meeting this requirement the Vendor must submit a Letter of Bondability from an admitted Surety Insurer with its bid submission. The letter shall unconditionally offer to guarantee to the extent of one hundred percent (100%) of the annual contract price the bidder's performance in all respects of the terms and conditions of the IFB and the resultant contract.

**Ascend Management Innovations LLC includes a Letter of Bondability at the end of this section. This letter unconditionally offers to guarantee our performance in all respects of the terms and conditions of the IFB and resultant contract to the extent of 100 percent of the annual contract price.**

David Francis  
General Counsel  
Ascend Management Innovations, LLC  
1891 Metro Center Drive  
Reston, Virginia 20190

NOV 01 2016

Dear Mr. Francis:

We have reviewed your application of August 16, 2016 requesting that the Centers for Medicare & Medicaid Services certify Ascend Management Innovations, LLC as a Quality Improvement Organization (QIO)-like entity for the State of Tennessee. As a result of this review, we have determined that Ascend Management Innovations, LLC meets the requirements to be a QIO-like entity, namely:

- It is able to perform limited medical and quality review functions required under Section 1154 of the Act;
- It has one individual who is representative of health care providers and consumers on its governing body under section 1152 of the Act; and
- It is not a health care facility, health care facility affiliate, or payor organization as defined in 42 CFR 475.105.

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

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



Your certification is granted for a period of 5 years and will expire on August 16, 2021.

This certification of eligibility permits your organization to seek a contract with the states for review activities within the requirements. In addition, states have specific qualifications and performance requirements depending upon the scope of work they desire to procure. This certification does not reflect a determination as to whether your organization has the ability to meet those requirements. The state is responsible for making that determination.

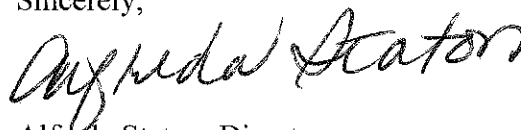
We have certified your organization to review cases and analyze patterns of care related to medical necessity and quality review. We have not certified the organization as meeting the State Medicaid Agency's requirements for external quality review or related functions such as utilization review specified in 1903(a)(3)(c) and 1932 (c)(2) of the Act. In addition, we have not evaluated the organization to perform the same functions as a QIO under contract with CMS.

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

At any time during the certification period if Ascend Management Innovations, LLC no longer meets the above criteria, you must notify the agency and it will no longer be considered a QIO-like entity. The certification will be terminated. You may reapply at any time if this occurs.

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

Sincerely,



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



March 8, 2019

State of Arkansas  
Department of Human Services Office of Procurement  
700 Main Street  
Little Rock, AR 72201

**RE: Ascend Management Innovations, LLC**  
**Bid Number: 710-19-1023 - Inspections of Care (IOC)**

To Whom It May Concern:

It has been the privilege of Travelers Casualty and Surety Company of America ("Travelers")<sup>1</sup> to provide surety bonds for Ascend Management Innovations, LLC for over 20 years. During that time they have completed and we have bonded projects for a wide variety of owners.

It is our opinion that Ascend Management Innovations, LLC is qualified to perform the above captioned project. If awarded, at their request we are prepared to provide the required performance bond in the amount of 100% of the annual contract price, subject to our standard underwriting at the time of the final bond request.

If you have any questions or need any additional information, please do not hesitate to contact me.

Sincerely,

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

  
\_\_\_\_\_  
**Sara Owens, Attorney-in-Fact**

<sup>1</sup> Travelers is an A++ (Superior) A.M. Best rated insurance company (Financial Size Category XV (\$2 billion or more)).



**Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Sara Owens** of Philadelphia, Pennsylvania their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February**, 2017.



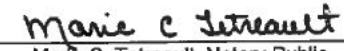
State of Connecticut  
City of Hartford ss.

By:   
Robert L. Raney, Senior Vice President

On this the **3rd** day of **February**, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

**In Witness Whereof**, I hereunto set my hand and official seal.  
My Commission expires the **30th** day of **June**, 2021



  
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 8th day of March, 2019



  
Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.**