



Software for Realizing Care's Potential

The State of Nebraska Dept. of Administrative Services

Technical Proposal
to Solicitation Number: RFP 5948 Z1
Aging Information System Software Solution

December 3, 2018

11711 W. 79th Street
Lenexa, KS 66214

855.WELLSKY
wellsky.com

ORIGINAL



REQUEST FOR PROPOSAL FORM

REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM

BIDDER MUST COMPLETE THE FOLLOWING

By signing this Request for Proposal for Contractual Services form, the bidder guarantees compliance with the procedures stated in this Request for Proposal, and agrees to the terms and conditions unless otherwise indicated in writing and certifies that bidder maintains a drug free work place.

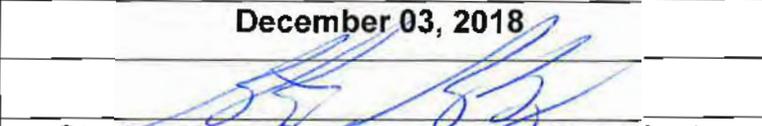
Per Nebraska's Transparency in Government Procurement Act, Neb. Rev Stat § 73-603 DAS is required to collect statistical information regarding the number of contracts awarded to Nebraska Contractors. This information is for statistical purposes only and will not be considered for contract award purposes.

____ 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.

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

FORM MUST BE SIGNED USING AN INDELIBLE METHOD (NOT ELECTRONICALLY)

FIRM:	WellSky Corporation
COMPLETE ADDRESS:	11711 W. 79th Street, Lenexa, KS 66214
TELEPHONE NUMBER:	855.WELLSKY (855.935.5759)
FAX NUMBER:	703.674.5151
DATE:	December 03, 2018
SIGNATURE:	
TYPED NAME & TITLE OF SIGNER:	Stephen Greenberg, Senior Vice President, Human & Social Services



Form A Bidder Contact Sheet

Request for Proposal Number 5948 Z1

Form A should be completed and submitted with each response to this RFP. 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:	WellSky Corporation
Bidder Address:	11711 W. 79 th Street Lenexa, KS 66214
Contact Person & Title:	Jason Fowler, Regional Sales Manager, Central
E-mail Address:	Jason.fowler@wellsky.com
Telephone Number (Office):	703.657.1433
Telephone Number (Cellular):	443.758.5378
Fax Number:	703-674-5151

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

Communication with the State Contact Information	
Bidder Name:	WellSky Corporation
Bidder Address:	11711 W. 79 th Street Lenexa, KS 66214
Contact Person & Title:	Jason Fowler, Regional Sales Manager, Central
E-mail Address:	Jason.fowler@wellsky.com
Telephone Number (Office):	703.657.1433
Telephone Number (Cellular):	443.758.5378
Fax Number:	703-674-5151



EXECUTIVE SUMMARY

WellSky Corporation (formerly Mediware Information Systems, Inc.) is pleased to include the information below extracted from Section 3.a to underscore its value proposition to DHHS.

The Nebraska Department of Health and Human Services (DHHS) is actively seeking an Aging Information System Software Solution to address its client services, care and case management, funding splits, administration requirements, and federal reporting requirements. The State is looking to replace its Nebraska Aging Management Information System (NAMIS) to facilitate more person-centered care for the aging population in Nebraska.

Why Choose WellSky?

- Superior Capabilities
- Depth of Experience
- Nebraska Experience
- Financial Stability
- Continuous Innovation
- Unparalleled Added Value
- Low Risk

WellSky Corporation (WellSky) is uniquely qualified to assist DHHS in meeting these needs by providing a proven solution that is far superior to the offerings of other vendors. Several critical factors make the WellSky solution the best value for DHHS:

- Superior Capabilities
- Depth of Experience
- Nebraska Experience
- Financial Stability
- Continuous Investment in Innovation
- Unparalleled Added Value
- Low Risk

As described below, the WellSky solution, which incorporates each of these factors, represents the best value with the least amount of risk to DHHS.

Superior Capabilities

Over the last 20 years, WellSky has focused on developing the most feature rich, purpose-built software for LTSS agencies. Our approach is to work with customers and industry experts to provide software that is functionally rich and makes it easier for our customers to provide data-driven services to their clients.

As DHHS is aware, State Units on Aging (SUA) and their care network of AAAs, ADRCs, and providers are being forced to serve more individuals with fewer resources. As a result, the WellSky solution is focused on providing functionality that enhances efficiency and improves outcomes. Significantly, the WellSky solution allows (i) a single



client record on a single, integrated solution; (ii) data to follow the person, (iii) workers to view the data, and (iv) for a holistic view of a consumer, a service, and a program, while providing single sign-on and role-based security.

The functionality in the *WellSky Aging and Disability* (formerly known as Mediware SAMS) software also provides user insights enabled by analytics that helps ensure the most effective delivery of care and services to the broadest in-need populations. The system allows customers to use data to evaluate populations holistically and to administer the proper services at the proper time in the proper care setting.

In addition to market-leading core functionality, the WellSky solutions also include robust add-on modules. For example, the *WellSky Ombudsman* nursing home complaint tracking software was developed as a separate, stand-alone system. This was done thoughtfully and in conjunction with our Long-Term Care Ombudsman (LTCO) customers who desired the additional security layer of a separate database to ensure the privacy and anonymity that is expected in this line of work. We believe this separate database layer is unique and is a reason that our offering is the market-leader.

In addition to the Ombudsman functionality, WellSky offers solutions for ADRCs, SHIP, Advanced Reporting, congregate meal tracking, Protective Services, waiver management, homeless management information systems, 2-1-1 solutions, behavioral health, and many others. The breadth of our offerings allows us to meaningfully contribute to the growing missions of our customers and helps our customers address all the social determinants of health.

WellSky competitors strive to convince sales prospects that their products are comparable to *WellSky Aging and Disability* or that they can simply build functionality that they lack. DHHS can be certain that the WellSky software solution is superior to competitors' offerings in functionality because we have spent the last 20 years partnering with our customers to ensure our software meets their needs.

Depth of Experience

Over 20 years ago, WellSky partnered with the state of Vermont to develop a system designed specifically to manage Vermont's Older Americans Act program and National Aging Program Information System (NAPIS) reporting. Over the years we have worked to continuously improve the functionality and to innovate new solutions to meet customer needs. As a result, we now serve 27 SUAs and over 300 AAAs. WellSky and its products and services are the national standard for successful management of NAPIS.



The trend toward integrated, statewide systems has spread through the national Long-Term Services and Supports network, including SUAs. Because of the superior functionality of our software, WellSky software is the most experienced provider of statewide solutions. State after state have chosen WellSky to help assure success with their complex initiatives. WellSky has customers with the following statewide programs:

- Older Americans Act
 - NAPIS: 27 SUA and associated AAAs
 - Ombudsman Program: 35 State Long Term Care Ombudsman offices
- Balancing Incentive Program (BIP)-related initiatives: 4 states
- ADRC/NWD: 15 states
- Medicaid Waivers for:
 - Frail Elders and People with Disabilities: 9 states
 - Intellectually/Developmentally Disabled: 4 states
- Adult Protective Services: 10 states
- SHIP/HIICAP: 8 states
- Care Transitions: 6 programs in 5 states including Virginia, Michigan, Louisiana, Illinois and Pennsylvania
- Information and Referral (Information and Assistance): 21 states plus 1 current implementation

A description of relevant customer deployments includes the following:

- Massachusetts Office of Elder Affairs uses WellSky software to manage providers, AAAs (known as ASAPs in MA), Medicaid waivers, state funded programs, Older Americans Act, and Adult Protective Services. By combining assessment data from nearly two million interRAI HomeCare Assessments and other data within its WellSky system with Medicaid data, EOEA can measure an “HCBS dividend,” or the money saved through its HCBS interventions.
- Georgia Division of Aging Services (DAS) uses WellSky software to manage Older Americans Act (including an integrated Annual Fiscal Area Planning and Reimbursement solution), Adult Protective Services, Public Guardianship, ADRC, AAA’s, and a Medicaid Waiver. DAS’s goal was to replace a legacy system with a single system that could evolve over time to help it manage all its programs.
- Pennsylvania’s Department of Aging has used WellSky software for more than 18 years across its department and all 52 AAAs to help manage its programs for older adults, including Older Americans Act programs and Adult Protective Services.
- Arkansas’ Division of Aging and Adult Services has elected not to have a single consolidated database, though all eight of its AAAs use WellSky software to



manage their day-to-day operations. This is the approach we will recommend for DHHS based on our understanding of your desired approach.

- WellSky administers the NAPIS and NORS reporting process through a contract with the Administration for Community Living (ACL). WellSky wrote the federal NAPIS SRT and the NORS tool, which maintains, hosts and supports the Aging Network's data community. WellSky's Older Americans Act (OAA) customers enjoy the peace of mind that comes from knowing their client-level data is hosted by the same vendor that maintains the OAA reporting enterprise for ACL.

In the spring of 2017, the National Association of States United for Aging and Disabilities (NASUAD) surveyed state aging and disability agencies to determine which provider had the most clients. According to the results, WellSky is the leader. WellSky's closest competitor had no more than five clients. WellSky understands how complex these programs are to manage and has the most experience implementing successful statewide solutions.

Recently, a WellSky statewide solution was supposed to be replaced by a cheaper, competitor's solution. However, the "cheaper" competitor was unable to successfully deploy their solution, and the state has returned to the WellSky solution and extended our statewide deployment.

Our depth of experience is unmatched in this market and uniquely positions WellSky to meet your current needs and gives us the experience and breadth of industry knowledge to partner for your long-term success.

Nebraska Experience

WellSky understands that DHHS' new system must have the ability to handle up to 250 users across multiple teams. Those teams include the State Unit on Aging, Area Agencies on Aging, and Information Systems & Technology. Of the eight AAAs, six will be utilizing the solution exclusively while two, Eastern Nebraska AAA (ENOA) and Aging Partners (Lincoln), will continue to utilize *WellSky Aging and Disability*. By choosing WellSky, DHHS will gain a partner that has unparalleled experience serving SUAs and the most direct experience with Nebraska AAAs.

This experience matters because SUA have unique concerns beyond OAA reporting. DHHS manages a variety of programs and services across a large state with urban and rural areas. *WellSky Aging and Disability* software is in use in Nebraska's two largest AAAs. We not only helped ENOA and Aging Partners implement OAA nutrition programs in their implementations, but we have also assisted ENOA to expand use of our solution to manage volunteer programs. WellSky understands conditions "on the



ground” in Nebraska, which will ensure that we can effectively and efficiently implement an aging information management system that will manage DHHS’ programs and Nebraska’s unique conditions today and to expand to address new challenges tomorrow.

Financial Stability

Partnering with a well-resourced, financially sound and growing company like WellSky minimizes many serious risks to DHHS which also contributes to overall best value. WellSky is a financially stable company with a track record of growth in an industry where many vendors are “bootstrapped” with few resources. This fact is important in the rare instance that something goes wrong. WellSky’s headquarters is in Lenexa, Kansas just 200 miles from Lincoln, enabling us to quickly bring resources to bear should it be warranted. WellSky also maintains an office in Reston, VA, just outside Washington, DC. Its proximity to federal offices, including the Administration on Community Living and the Centers for Medicare and Medicaid Services, has allowed us to forge strong, long-term relationships with key funders and policy makers. For more than a decade, we have been a premier financial sponsor of the National Association of Area Agencies on Aging (N4A) and the National Association of State Units on Aging and Disabilities (NASUAD). We are proud to be one of two premier sponsors of N4A’s Leadership Institute which provides coaching and guidance to thought leaders throughout the national Aging Network. With the benefit of a large and diverse customer base, and strong financial backing of TPG Capital, WellSky typically re-invests more than \$100,000 each year back into LTSS associations and their programs.

WellSky has served this market for more than 20 years. We are excited to be a leader in the space and are committed to accelerating our investment and growth in our SUA-related products and customers. In fact, we believe our strong financial position (especially compared to the small competitors in the market) and our commitment to the market, makes WellSky the most attractive long-term partner for DHHS.

Unparalleled Added Value

Over time WellSky customers frequently develop innovative ideas on how to better serve their citizens through the introduction of new programs and the use of new technology. As customers’ needs have grown, WellSky has enhanced existing products and added modules and solutions to its suite of software. Many customers now use WellSky solutions to manage Older American Act programs as well as their Aging and Disability Resource Centers, Adult Protective Services, state-funded programs, Ombudsman, Medicaid waivers, Incident Management, Public Guardianship programs, and many more. As WellSky has continued to grow, we have always remained true to



our core focus of building solutions that help our customers efficiently and effectively serve persons who are aging or those who have a disability.

In the long-term, we believe data and analytics will be key to the success of all our customers. Therefore, WellSky is making a \$50 million investment in growing our capabilities in data analytics. This investment will help us create products and solutions that will assist agency- and state-level customers to use data to improve outcomes and provide better, more efficient care.

WellSky has also expanded our business into managed care, adding competencies that SUA customers may leverage as they help their AAA partners integrate their organizations with MCO payers in the broader healthcare and human services fields.

As noted, as a value add in this proposal, WellSky offers *WellSky Ombudsman*, the most comprehensive and widely used ombudsman case management system available. Part of WellSky's integrated suite of social service software products, *WellSky Ombudsman* provides intuitive and comprehensive nursing home complaint management and fully automated federal NORS reporting. *WellSky Ombudsman* automates the management and tracking of ombudsman program workloads; generates flexible, powerful reports across many variables; and integrates ombudsman information management across regions throughout the state.

We have also recently expanded our offerings within the traditional Older Americans Act programs by adding functionality to help SUAs manage Area Plans. The *WellSky Human Services Area Plans* module allows SUAs and their AAAs to easily create, manage, approve, and amend annual fiscal plans and associated reimbursement requests. This new functionality is already in use at one SUA and its 12 AAAs. The module was specifically designed to alleviate common pain points including exchange and management of spreadsheets (templates), lengthy and labor intensive manual review and approval cycles, manual syncing and population of delivered services data, and repeated exchanges of documents between AAAs and the SUA. This WellSky module uses "smart automation" to simplify or eliminate manual data entry and/or review where possible. This allows staff to focus on tasks that require human expertise and experience. Smart automation includes tasks such as automatically populating data wherever possible, limiting data entry errors by presenting the user with only valid options, automatically enforcing business policy and regulations (including match and in-kind requirements), maintaining a clear separation of duties, and a pristine audit trail. This methodology results in rapid review cycles, timely and accurate payments, reduced churn, and improved data for reporting and business/trend analysis.



The Area Plans module is part of the WellSky product suite and, as such, can be fully integrated with other modules, including *WellSky Aging and Disability*. This means that a state unit on aging can implement the Area Plans module without requiring existing AAAs that already use *WellSky Aging and Disability* to make any changes; a standard interface would allow them to connect to the module, giving the state a single location from which to approve and manage all area plan fiscal plans, budgets, and reimbursements. Additionally, implementation of the Area Plans module opens the door to easily adding/implementing other major programs in the future. This module is offered as a value-added option in our proposal.

Low Risk

Seamless Interoperability with AAAs

Aging Partners and Eastern Nebraska Office on Aging (ENOA) have been utilizing *WellSky Aging and Disability* to manage their Older Americans Act business for nearly four and two years, respectively. The combined deployments of Aging Partners and ENOA handle 55% of the 65+ population in Nebraska today.

If WellSky is selected, DHHS data management with its largest AAAs will not be an issue. The WellSky solution is the **same product** with the **same data structure** that ENOA and Aging Partners use. The exchange of information will be **seamless**. WellSky's competitors routinely claim they have successfully integrated data from the *WellSky Aging and Disability* solution or that they "know [the WellSky] database better" than WellSky does. Obviously, nobody knows the WellSky system and data structure better than we do, and we are truly the only provider able to ensure the successful exchange of information between systems.

Proven Value

While DHHS is in many ways unique among its peer agencies across the country, the challenges faced by DHHS are not unique. In 2006, the Massachusetts Executive Office of Elder Affairs (EOEA) found itself overseeing more than \$150 million in Long Term Services and Supports (LTSS) spending with access to virtually no data about how the funds were utilized at the local level and without the ability to measure outcomes. In fact, the 27 regional Aging Services Access Points (ASAPs)/AAAs each housed standalone databases and reported aggregated data to the state only occasionally. EOEA was determined to create a statewide data system for three primary purposes to – (i) provide the tools needed to responsibly oversee the Older Americans Act, two state-funded home care programs and a large Medicaid waiver; (ii) provide technology for the AAAs for efficiency and improved outcomes; and

No Worries
DHHS will use the
same product with the
same data structure as
its two largest AAAs



(iii) have access to data which would allow it to prove the efficacy of home and community-based services once and for all. Through an RFP process, EOEA selected WellSky to achieve these goals. Today WellSky supports nearly 5,000 end users in Massachusetts and houses a remarkably deep data store for EOEA, including more than 2 million MDS HC Level 2 assessments for more than 400,000 consumers receiving more than \$1 billion in home care services. EOEA affirms it not only accomplished its goals, but also successfully expanded them over time.

Software Reliability, Secure Infrastructure

WellSky Aging and Disability has been in continuous, productive use for more than 20 years without ever causing a customer to experience significant downtime. WellSky serves hundreds of customer agencies with thousands of users with an average uptime exceeding 99.9%. WellSky has the proven infrastructure to support DHHS's current and growing need for reliable software. We believe WellSky is alone in our ability to make these claims.

As a longstanding expert in health and well-being information technology, WellSky monitors and reacts to trends in the market. Data breaches and cyber-attacks specifically targeting healthcare and the human services space will increase over time. The Federal government will likely respond with increased rules and regulations that will affect agencies such as DHHS. WellSky continues to make significant investments in its security and infrastructure. WellSky uses SSAE-16 SOC 2 certified data centers which are increasingly required by auditors and demonstrate a commitment to strong and well-maintained security practices. Additionally, our user roles and access controls are among the most configurable in the market, ensuring that only the right person has the right access to the right data at the right time. As DHHS knows, CMS has significantly increased the number of fines for HIPAA violations over the past 18 months. These fines can be substantial, result in adverse impact to citizens, and garner unwanted public attention for agencies such as DHHS. WellSky is well-positioned to protect DHHS' data. While there can never be a guarantee of data security, DHHS should consider whether other vendors are able to invest enough in security when calculating best value to the State.

On-time and On-budget Delivery

As part of the original WellSky project with the Texas HHSC, WellSky delivered, on-time and on-budget, to its goal of consolidating 28 AAA databases into one statewide database to perform care management, care coordination, care planning, service authorization and service delivery, information and referral (I&R), enterprise-level reporting, and SHIP reporting.



More recently, WellSky fully implemented its LTSS management solution to five MCO's in Texas for a new Managed Medicaid Program in a highly-compressed timeline (under six months for one MCO). Each of these MCOs required multiple interfaces to their core systems, and all were delivered on time. This proven ability to deliver on commitments is another way WellSky delivers value and minimizes risk for DHHS.

The process of transitioning to a new software system is challenging and inherently risky. Because of WellSky's substantial experience, large customer base, investments in security and our products, and our commitment to partner with DHHS, we believe that WellSky is a very good and safe choice for DHHS.

In Summary

WellSky's long history of commitment to aligning with the needs of Aging and Disability agencies has resulted in a unique shared success with our customers. These collaborative, ongoing relationships have helped WellSky to become one of the most experienced vendors in Home and Community-based Long-Term Services and Supports. This level of experience allows WellSky to deliver value back to our customers and partners.

For the reasons outlined above, WellSky knows that its proposed solution represents the best value for DHHS. In the spirit of understanding limited state budgets, WellSky has priced this proposal very competitively. However, we will not price our proposal in a way that sub-optimizes our approach and resources proposed to ensure DHHS's success, nor limit our reinvestment back into our software to make sure DHHS continues DHHS' success long into the future. As a result, WellSky is often not the lowest price bidder.

WellSky is excited to begin our partnership with DHHS to make the NAMIS replacement project a reality. As our proposal will make clear, DHHS can rest assured that WellSky has carefully considered DHHS' requirements and devised a plan, based on our extensive experience delivering similar projects for SUAs that will provide DHHS a highly capable, best-of-breed solution delivered on schedule and within budget. As important, DHHS and WellSky will forge a strategic partnership for the future which will enable DHHS to plan for and flexibly respond to the challenges as the population of seniors, frail elders, and those with disabilities increases every year as the Baby Boomer generation ages. The LTSS world is evolving quickly. ACL will soon be rolling out changes to the SPR and other required reports. State budgets are stagnant or shrinking. WellSky is helping our partners prepare for these challenges now and we look forward to enabling DHHS to fulfill their mission of helping Nebraskans live better lives.



II TERMS AND CONDITIONS

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

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

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

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

A. GENERAL

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
See			

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

- Request for Proposal and Addenda;
- Amendments to the RFP;
- Questions and Answers;
- Contractor's proposal (RFP and properly submitted documents);
- The executed Contract and Addendum One to Contract, if applicable ; and,
- Amendments/Addendums to the Contract.

These documents constitute the entirety of the contract.

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

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



B. NOTIFICATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
Se			

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

Communications regarding the executed contract shall be in writing and shall be deemed to have been given if delivered personally or mailed, by U.S. Mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth below, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or three (3) calendar days following deposit in the mail.

Vendor Contract Manager
Vendor
Vendor Street Address
Vendor City, State, Zip

C. GOVERNING LAW (Statutory)

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

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

D. BEGINNING OF WORK

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
Se			

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.

E. CHANGE ORDERS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		<i>SA</i>	The State shall not incur a price increase for changes that should have been included in the Contractor's proposal, were foreseeable, or result solely from difficulties with or failure of the Contractor's proposal or performance.

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

For all changes, the Contractor shall follow the Change Control Plan set forth in Section V.1.d.v. Any in-scope changes will require a written change order that will generate an Amendment to the contract. Changes in work and the amount of compensation to be paid to the Contractor shall be determined in accordance with applicable unit prices if any, a pro-rated value, or through negotiations. The State shall not incur a price increase for changes that should have been included in the Contractor's proposal, were foreseeable, or result from difficulties with or failure of the Contractor's proposal or performance.

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

F. NOTICE OF POTENTIAL CONTRACTOR BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		<i>SA</i>	If Contractor breaches the contract or anticipates breaching the contract, the Contractor shall, promptly upon becoming aware, give written notice to the State. The notice shall explain the breach or potential breach, a proposed cure, and may include a request for a waiver of the breach if so desired. The State may, in its discretion, temporarily or permanently waive the breach. By granting a waiver, the State does not forfeit any rights or remedies to which the State is entitled by law or equity, or pursuant to the provisions of the contract. Failure to give prompt notice, however, may be grounds for denial of any request for a waiver of a breach.

If Contractor breaches the contract or anticipates breaching the contract, the Contractor shall immediately give written notice to the State. The notice shall explain the breach or potential breach, a proposed cure, and may include a request for a waiver of the breach if so desired. The State may, in its discretion, temporarily or permanently waive the breach. By granting a waiver, the State does not forfeit any rights or remedies to which the State is entitled by law or equity, or pursuant to the provisions of the contract. Failure to give immediate notice, however, may be grounds for denial of any request for a waiver of a breach.

G. BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		<i>Se</i>	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.

Either Party may terminate the contract, in whole or in part, if the other Party breaches its duty to perform its obligations under the contract in a timely and proper manner. Termination requires written notice of default and a thirty (30) calendar day (or longer at the non-breaching Party's discretion considering the gravity and nature of the default) cure period. Said notice shall be delivered by Certified Mail, Return Receipt Requested, or in person with proof of delivery. Allowing time to cure a failure or breach of contract does not waive the right to immediately terminate the contract for the same or different contract breach which may occur at a different time. In case of default of the Contractor, the State may contract the service from other sources and hold the Contractor responsible for any excess cost occasioned thereby.

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

H. NON-WAIVER OF BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>Se</i>			

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

I. SEVERABILITY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>Se</i>			

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

J. INDEMNIFICATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
			<p><u>Subject to the limitation of liability in the Master License and Services Agreement</u>, the Contractor agrees to defend, indemnify, and hold harmless the State and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") from and against any and all third party claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses ("the claims"), sustained or asserted against the State for personal injury, death, or property loss or damage, <u>solely to the extent</u> arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the Contractor, its employees, Subcontractors, consultants, representatives, and agents, resulting from this contract, except to the extent such Contractor liability is attenuated by any action of the State which directly and proximately contributed to the claims; <u>provided that for the avoidance of doubt such indemnity shall not apply as relates to the design or functionality of the Services or the Licensed Software (each) defined in the Master License and Services Agreement</u>.</p>
			<p>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 <u>United States</u> 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.</p> <p>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 <u>option</u>, cost and expense <u>and the State's sole and exclusive remedy</u>, 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.</p>

1. **GENERAL**

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



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.

PERSONNEL

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

SELF-INSURANCE

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

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

K. 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 Parties agree to pay all <u>reasonable</u> expenses of such action, as permitted by law and if order by the court, including attorney's fees and costs, if the other Party prevails.

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



L. ASSIGNMENT, SALE, OR MERGER

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>JS</i>			

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

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

M. CONTRACTING WITH OTHER NEBRASKA POLITICAL SUB-DIVISIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>JS</i>			

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

N. FORCE MAJEURE

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		<i>JS</i>	Neither Party shall be liable for any costs or damages, or for default resulting from its inability to perform any of its obligations under the contract due to a natural or manmade event outside the control and not the fault of the affected Party ("Force Majeure Event"). The Party so affected shall, <u>as soon as practicable</u> immediately, make a written request for relief to the other Party, and shall have the burden of proof to justify the request. The other Party may grant the relief requested; relief may not be unreasonably withheld. Labor disputes with the impacted Party's own employees will not be considered a Force Majeure Event.

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

O. CONFIDENTIALITY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
			<p><u>"Confidential Information" shall mean (i) the source and object code of all components of the System, (ii) the Documentation, (iii) the Test Scripts, (iv) the design and architecture of the database, (v) the terms and conditions of this Agreement, and (vi) all other information of a confidential or proprietary nature disclosed by one Party to the other Party in connection with this Agreement which is either (x) disclosed in writing and clearly marked as confidential at the time of disclosure or (y) disclosed orally and clearly designated as confidential in a written communication to the receiving Party within 7 days following the disclosure. "Confidential Information" shall not include information (a) publicly available through no breach of this Agreement, (b) independently developed or previously known to it, without restriction, prior to disclosure by the disclosing Party, (c) rightfully acquired from a third-party not under an obligation of confidentiality. All defined terms in this Section shall have the same meaning as set forth in the Master License and Services Agreement. All materials and information provided by the Parties or acquired by a Party on behalf of the other Party shall be regarded as confidential information. All materials and information provided or acquired shall be handled in accordance with federal and state law, and ethical standards. Should said confidentiality be breached by a Party, the Party shall notify the other Party immediately promptly of said breach and take immediate corrective action.</u></p>

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

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

P. OFFICE OF PUBLIC COUNSEL (Statutory)

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

Q. LONG-TERM CARE OMBUDSMAN (Statutory)

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



R. EARLY TERMINATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
			3. The State, in its sole discretion, may terminate the contract for any reason upon thirty (30) calendar twelve (12) months' 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.
			g. Contractor intentionally discloses confidential Confidential information Information in breach of the contract;

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; and,
 - i) In the event funding is no longer available.



S. CONTRACT CLOSEOUT

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

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

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

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



III CONTRACTOR DUTIES

A. INDEPENDENT CONTRACTOR / OBLIGATIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
	See		If the Contractor intends to utilize any subcontractor, the subcontractor's level of effort, tasks, and time allocation should be clearly defined in the bidder's proposal. The Contractor shall agree that it will not utilize any subcontractors not specifically included in its proposal in the performance of the contract without the prior written authorization of the State.

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

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

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

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

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

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

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

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

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

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



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

B. EMPLOYEE WORK ELIGIBILITY STATUS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within 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:

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 RFP response.

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.

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

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

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

D. COOPERATION WITH OTHER CONTRACTORS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
			The Contractor shall agree to <u>reasonably</u> cooperate with such other contractors or individuals, and shall not commit or permit any act which may interfere with the performance of work by any other contractor or individual.

Contractor may be required to work with or in close proximity to other contractors or individuals that may be working on same or different projects. The Contractor shall agree to cooperate with such other contractors or individuals, and shall not commit or permit any act which may interfere with the performance of work by any



other contractor or individual. Contractor is not required to compromise Contractor's intellectual property or proprietary information unless expressly required to do so by this contract.

E. PERMITS, REGULATIONS, LAWS

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

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

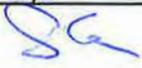
F. OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
			<p><u>During the term of the contract, the State shall have the unlimited right to publish, duplicate, use, and disclose all information and data developed or obtained by the Contractor on behalf of the State pursuant to this contract; provided such publication, duplication, use, and disclosure is made in accordance with the applicable rights and restrictions set forth in the Master License and Services Agreement.</u></p> <p>The State shall own and hold exclusive title to any deliverable developed as a result of this contract <u>to the extent such ownership and title are transferred to the State under this contract. Unless otherwise set forth in the contract, Contractor shall have no ownership interest or title, and shall not patent, license, or copyright, duplicate, transfer, sell, or exchange, the design, specifications, concept, or deliverable.</u></p>

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

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

G. INSURANCE REQUIREMENTS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
			<p>The Contractor shall throughout the term of the contract maintain insurance as specified herein and provide the State a current Certificate of Insurance/Acord Form (COI) verifying the coverage. The Contractor shall not commence work on the contract until the insurance is in place. If Contractor subcontracts any portion of the Contract the Contractor must, throughout the term of the contract, either:</p> <ol style="list-style-type: none"> 1. Provide equivalent insurance for each subcontractor and provide a COI verifying the coverage for the subcontractor; 12. Require each subcontractor to have equivalent insurance and provide written notice to the State that the Contractor has verified that each subcontractor has the required coverage; or, 3. Provide the State with copies of each subcontractor's Certificate of Insurance evidencing the required coverage. <p>The Contractor shall not allow any Subcontractor to commence work until the Subcontractor has equivalent insurance. The failure of the State to require a COI, or the failure of the Contractor to provide a COI, or require subcontractor insurance shall not limit, relieve, or decrease the liability of the Contractor hereunder.</p> <p>In the event that any policy written on a claims-made basis terminates or is canceled during the term of the contract or within five (5) years of termination or expiration of the contract, the contractor shall obtain an extended discovery or reporting period, or a new insurance policy, providing coverage required by this contract for the term of the contract and five (5) years following termination or expiration of the contract.</p> <p>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.</p> <p>Notwithstanding any other clause in this Contract, the State may recover up to the liability limits of the insurance policies required herein.</p> <p>2. WORKERS' COMPENSATION INSURANCE</p> <p>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. The policy shall include a waiver of subrogation in favor of the State. The COI shall contain the mandatory COI subrogation waiver language found hereinafter. The amounts of such insurance shall not be less than the limits stated hereinafter. For employees working in the State of Nebraska, the policy must be written by an entity authorized by the State of Nebraska Department of Insurance to write Workers' Compensation and Employer's Liability Insurance for Nebraska employees.</p> <p>COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE</p> <p>The Contractor shall take out and maintain during the life of this contract such Commercial General Liability Insurance and Commercial Automobile Liability</p>

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

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

REQUIRED INSURANCE COVERAGE	
COMMERCIAL GENERAL LIABILITY	
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal/Advertising Injury	\$1,000,000 per occurrence
Bodily Injury/Property Damage	\$1,000,000 per occurrence
Medical Payments	\$10,000 any one person
Damage to Rented Premises (Fire)	\$300,000 each occurrence
Contractual	Included
Independent Contractors	Included
<i>If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.</i>	
WORKER'S COMPENSATION	
Employers Liability Limits	\$500K/\$500K/\$500K
Statutory Limits- All States	Statutory - State of Nebraska
Voluntary Compensation	Statutory
COMMERCIAL AUTOMOBILE LIABILITY	
Bodily Injury/Property Damage	\$1,000,000 combined single limit
Include All Owned, Hired & Non-Owned Automobile liability	Included
Motor Carrier Act Endorsement	Where Applicable
UMBRELLA/EXCESS LIABILITY	
Over Primary Insurance	\$5,000,000 per occurrence
PROFESSIONAL LIABILITY	
All Other Professional Liability (Errors & Omissions)	\$1,000,000 Per Claim / Aggregate
COMMERCIAL CRIME	
Crime/Employee Dishonesty including 3rd Party Fidelity	\$1,000,000
CYBER LIABILITY	
Breach of Privacy, Security Breach, Denial of Service, Remediation, Fines and Penalties	\$10,000,000
MANDATORY COI SUBROGATION WAIVER LANGUAGE	

			<p>"Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska."</p> <p>MANDATORY COI LIABILITY WAIVER LANGUAGE</p> <p>"Commercial General Liability & Commercial Automobile Liability policies shall name include the State of Nebraska as an Additional Insured and the policies shall be primary and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory as additionally insured."</p> <p>If the mandatory COI subrogation waiver language or mandatory COI liability waiver language on the COI states that the waiver is subject to, condition upon, or otherwise limit by the insurance policy, a copy of the relevant sections of the policy must be submitted with the COI so the State can review the limitations imposed by the insurance policy.</p> <p>EVIDENCE OF COVERAGE</p> <p>The Contractor shall furnish the Contract Manager, with a certificate of insurance coverage complying with the above requirements prior to beginning work at:</p> <p>Department of Health and Human Services State Unit on Aging Medicaid and Long Term Care Attn: Contract Manager PO Box 95026 Lincoln, NE 68509</p> <p>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.</p> <p>Reasonable notice of cancellation of any required insurance policy must be submitted to the contract manager as listed above when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.</p> <p>DEVIATIONS</p> <p>The insurance requirements are subject to limited negotiation. Negotiation typically includes, but is not necessarily limited to, the correct type of coverage, necessity for Workers' Compensation, and the type of automobile coverage carried by the Contractor.</p>
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The Contractor shall throughout the term of the contract maintain insurance as specified herein and provide the State a current Certificate of Insurance/Acord Form (COI) verifying the coverage. The Contractor shall not commence work on the contract until the insurance is in place. If Contractor subcontracts any portion of the Contract the Contractor must, throughout the term of the contract, either:

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

The Contractor shall not allow any Subcontractor to commence work until the Subcontractor has equivalent insurance. The failure of the State to require a COI, or the failure of the Contractor to provide a COI or require subcontractor insurance shall not limit, relieve, or decrease the liability of the Contractor hereunder.

In the event that any policy written on a claims-made basis terminates or is canceled during the term of the contract or within five (5) years of termination or expiration of the contract, the contractor shall obtain an



extended discovery or reporting period, or a new insurance policy, providing coverage required by this contract for the term of the contract and five (5) years following termination or expiration of the contract.

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

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

1. WORKERS' COMPENSATION INSURANCE

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

COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

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

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



REQUIRED INSURANCE COVERAGE	
COMMERCIAL GENERAL LIABILITY	
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal/Advertising Injury	\$1,000,000 per occurrence
Bodily Injury/Property Damage	\$1,000,000 per occurrence
Medical Payments	\$10,000 any one person
Damage to Rented Premises (Fire)	\$300,000 each occurrence
Contractual	Included
Independent Contractors	Included
<i>If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.</i>	
WORKER'S COMPENSATION	
Employers Liability Limits	\$500K/\$500K/\$500K
Statutory Limits- All States	Statutory - State of Nebraska
Voluntary Compensation	Statutory
COMMERCIAL AUTOMOBILE LIABILITY	
Bodily Injury/Property Damage	\$1,000,000 combined single limit
Include All Owned, Hired & Non-Owned Automobile liability	Included
Motor Carrier Act Endorsement	Where Applicable
UMBRELLA/EXCESS LIABILITY	
Over Primary Insurance	\$5,000,000 per occurrence
PROFESSIONAL LIABILITY	
All Other Professional Liability (Errors & Omissions)	\$1,000,000 Per Claim / Aggregate
COMMERCIAL CRIME	
Crime/Employee Dishonesty Including 3rd Party Fidelity	\$1,000,000
CYBER LIABILITY	
Breach of Privacy, Security Breach, Denial of Service, Remediation, Fines and Penalties	\$10,000,000
MANDATORY COI SUBROGATION WAIVER LANGUAGE	
"Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska."	
MANDATORY COI LIABILITY WAIVER LANGUAGE	
"Commercial General Liability & Commercial Automobile Liability policies shall name the State of Nebraska as an Additional Insured and the policies shall be primary and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory as additionally insured."	

If the mandatory COI subrogation waiver language or mandatory COI liability waiver language on the COI states that the waiver is subject to, condition upon, or otherwise limit by the insurance policy, a copy of the relevant sections of the policy must be submitted with the COI so the State can review the limitations imposed by the insurance policy.

EVIDENCE OF COVERAGE

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

Department of Health and Human Services
 State Unit on Aging
 Medicaid and Long Term Care
 Attn: Contract Manager
 PO Box 95026
 Lincoln, NE 68509



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

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

DEVIATIONS

The insurance requirements are subject to limited negotiation. Negotiation typically includes, but is not necessarily limited to, the correct type of coverage, necessity for Workers' Compensation, and the type of automobile coverage carried by the Contractor.

H. 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.

I. CONFLICT OF INTEREST

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
			The Parties shall not knowingly, for a period of two <u>one</u> years after execution of the contract, recruit or employ any employee or agent of the other Party who has worked on the RFP or project, or who had any influence on decisions affecting the RFP or project.

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

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

The Parties shall not knowingly, for a period of two years after execution of the contract, recruit or employ any employee or agent of the other Party who has worked on the RFP or project, or who had any influence on decisions affecting the RFP or project.



J. STATE PROPERTY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
S			

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.

K. SITE RULES AND REGULATIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		S	The Contractor shall use its best <u>commercially reasonable</u> efforts to ensure that its employees, agents, and Subcontractors comply with site rules and regulations while on State premises.

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

L. ADVERTISING

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
S			

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. Any publicity releases pertaining to the project shall not be issued without prior written approval from the State.

M. NEBRASKA TECHNOLOGY ACCESS STANDARDS (Statutory)

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

N. BUSINESS CONTINUITY/DISASTER RECOVERY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>JK</i>			

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

Additional requirements for the Business Continuity/Disaster Recovery Plan included in Section V.E.1.8.

O. DRUG POLICY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		<i>JK</i>	Contractor certifies <u>confirms</u> it maintains a drug free work place environment to ensure worker safety and workplace integrity.

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.



IV PAYMENT

A. PROHIBITION AGAINST ADVANCE PAYMENT (Statutory)

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

B. TAXES (Statutory)

The State is not required to pay taxes 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.

C. INVOICES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
Se			

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

Administrator - State Unit on Aging
 301 Centennial Mall S.
 Lincoln, NE 68508

The terms and conditions included in the Contractor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract.

D. INSPECTION AND APPROVAL

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		Se	<u>The State shall provide Contractor with reasonable notice of such inspections and evaluations, and All inspections and evaluations shall be at reasonable times during normal business hours and in a manner that will not unreasonably delay work.</u>

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

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

E. PAYMENT

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
Se			

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. (Neb. Rev. Stat. Section 73-506(1)) 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 of the contract, and the Contractor hereby waives any claim or cause of action for any such services.

F. LATE PAYMENT (Statutory)

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

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

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		Se	All obligations of the State to make payments for such services impacted by the non-appropriation of funds after the termination date will cease.

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

H. RIGHT TO AUDIT (First Paragraph is Statutory)

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		Se	No more than once per year, the State shall have the right to audit the Contractor's performance of this contract upon a 30 days' written notice.
		Se	Undisputed Overpayments and audit costs owed to the State shall be paid within ninety days of written notice of the claim. The Contractor agrees to make commercially reasonable efforts to correct any material weaknesses or condition found as a result of the audit.
		Se	The Parties-State shall pay their own costs of the audit unless the audit finds a previously undisclosed overpayment by the State

The State shall have the right to audit the Contractor's performance of this contract upon a 30 days' written notice. Contractor shall utilize generally accepted accounting principles, and shall maintain the accounting



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

The Parties shall pay their own costs of the audit unless the audit finds a previously undisclosed overpayment by the State. If a previously undisclosed overpayment exceeds one-half of one percent (.5%) of the total contract billings, or if fraud, material misrepresentations, or non-performance is discovered on the part of the Contractor, the Contractor shall reimburse the State for the total costs of the audit. Overpayments and audit costs owed to the State shall be paid within ninety days of written notice of the claim. The Contractor agrees to correct any material weaknesses or condition found as a result of the audit.



VI PROPOSAL RESPONSE

2 CORPORATE OVERVIEW

The Corporate Overview section of the Technical Proposal should consist of the following subdivisions:

WellSky is pleased to respond to the requirements of Section 2 Corporate Overview in Sections 2.a through 2.j below.

2.a BIDDER IDENTIFICATION AND INFORMATION

The bidder should 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.

Full Corporate Name:	WellSky Corporation
Headquarters Address:	11711 W. 79 th Street Lenexa, KS 66214
Entity organization:	Corporation
State of Incorporation:	New York
Year of Organization:	1970
Has named changed since initial organization?:	Yes



2.b FINANCIAL STATEMENTS

The bidder should provide financial statements applicable to the firm. If publicly held, the bidder should provide a copy of the corporation's most recent audited financial reports and statements, and the name, address, and telephone number of the fiscally responsible representative of the bidder's financial or banking organization.

If the bidder is not a publicly held corporation, either the reports and statements required of a publicly held corporation, or a description of the organization, including size, longevity, client base, areas of specialization and expertise, and any other pertinent information, should be submitted in such a manner that proposal evaluators may reasonably formulate a determination about the stability and financial strength of the organization. Additionally, a non-publicly held firm should provide a banking reference.

The bidder must disclose any and all judgments, pending or expected litigation, or other real or potential financial reversals, which might materially affect the viability or stability of the organization, or state that no such condition is known to exist.

The State may elect to use a third party to conduct credit checks as part of the corporate overview evaluation.

WellSky, founded in 1980 and headquartered in Lenexa, Kansas, is a leading provider of enterprise software, providing critical technology solutions to a broad spectrum of healthcare clients that operate in complex environments. WellSky was acquired by TPG Capital in February 2017. TPG Capital headquartered in Fort Worth and San Francisco, TPG now has over \$94 billion under management with investment and operational teams in 16 offices around the world.

Under TPG ownership, the Company has pursued profitable, responsible growth through the implementation of both organic and strategic initiatives; growing EBITDA by \$41 million (or 59%) since TPG's acquisition. The Company has completed the highly strategic acquisitions of Kinnser, Fazzi, BlueStrata and Rock Pond, which served to further diversify the business and increase recurring revenue.

WellSky had a strong start to the fiscal year with YoY growth in bookings, revenue and EBITDA. For the twelve months ended 9/30/2018, the Company generated Pro Forma Revenue and Pro Forma Adjusted EBITDA of \$266 million and \$113million, respectively. Recurring revenue represented 83% of total revenue for the quarter ended 9/30/2018. Consolidated revenue for Q1 (9/30/2018) finished at \$69 million compared to \$64 million in Q1 prior year, a YoY increase of 7%.

WellSky has several banking partners used for day to day operations (e.g. payroll, payment processing) and for financing. WellSky would be pleased to provide contact information for one or more of our partners based on the purpose of the RFP evaluation team's inquiry.



2.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 should 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.

As of the proposal due date, WellSky Corporation does not anticipate any change in ownership or control of the company during the twelve (12) months following the proposal due date.

2.d OFFICE LOCATION

The bidder's office location responsible for performance pursuant to an award of a contract with the State of Nebraska should be identified.

WellSky's office location responsible for performance of this contract is:
11711 W. 79th Street
Lenexa, KS 66214

2.e RELATIONSHIPS WITH THE STATE

The bidder should describe any dealings with the State over the previous ten (10) years. If the organization, its predecessor, or any Party named in the bidder's proposal response has contracted with the State, the bidder should identify the contract number(s) and/or any other information available to identify such contract(s). If no such contracts exist, so declare.

WellSky's predecessor Medeware was contracted with:
State of Nebraska Department of Health & Human Services
Start Date: 2/1/07
Term End: 1/31/17
Annual Amt: \$8,184.00



2.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 twenty-four (24) months, identify the individual(s) by name, State agency with whom employed, job title or position held with the State, and separation date. If no such relationship exists or has existed, so declare.

If any employee of any agency of the State of Nebraska is employed by the bidder or is a Subcontractor to the bidder, as of the due date for proposal submission, identify all such persons by name, position held with the bidder, and position held with the State (including job title and agency). Describe the responsibilities of such persons within the proposing organization. If, after review of this information by the State, it is determined that a conflict of interest exists or may exist, the bidder may be disqualified from further consideration in this proposal. If no such relationship exists, so declare.

No party named in WellSky's proposal response is or was an employee of the State within the past twenty-four (24) months.

2.g CONTRACT PERFORMANCE

If the bidder or any proposed subcontractor has had a contract terminated for default during the past ten (10) 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 ten (10) 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 ten (10) years, so declare.

If at any time during the past ten (10) 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.

During the past ten (10) years, WellSky has not had a contract terminated for default or for any reason that is of material consequence to the State. WellSky's products are provided on an annual subscription basis and customers may elect not to renew a contract at any time, depending on their individual circumstances. WellSky's renewal rate is over 97% annually. It is not practical for WellSky to report on customer terminations.



2.h SUMMARY OF BIDDER'S CORPORATE EXPERIENCE

The bidder should provide a summary matrix listing the bidder's previous projects similar to this RFP 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 should address the following:

- i. Provide narrative descriptions to highlight the similarities between the bidder's experience and this RFP. These descriptions should include:
 - a) The time period of the project;
 - b) The scheduled and actual completion dates;
 - c) The Contractor's responsibilities;
 - d) For reference purposes, a customer name (including the name of a contact person, a current telephone number, a facsimile number, and e-mail address); and
 - e) Each project description should identify whether the work was performed as the prime Contractor or as a Subcontractor. If a bidder performed as the prime Contractor, the description should provide the originally scheduled completion date and budget, as well as the actual (or currently planned) completion date and actual (or currently planned) budget.
- ii. Contractor and Subcontractor(s) experience should be listed separately. Narrative descriptions submitted for Subcontractors should be specifically identified as Subcontractor projects.
- iii. If the work was performed as a Subcontractor, the narrative description should identify the same information as requested for the Contractors above. In addition, Subcontractors should identify what share of contract costs, project responsibilities, and time period were performed as a Subcontractor.

WellSky provides a unique, modular software-as-a-service platform designed to meet the diverse information management needs of the human services profession. WellSky is privileged to provide solutions and services to state agencies in more than 40 states and more than 300 area agencies on aging (AAAs). The federal Administration on Community Living uses WellSky to build and maintain the National Aging Program Information System (NAPIS) data community and the State Reporting Tool, used by every state to submit annual NAPIS reports.

WellSky Aging and Disability (formerly SAMS), first launched in 1998, was designed expressly to manage Older American's Act-based programs and it quickly became the gold standard for state units and AAAs. As our customer agencies have diversified their service offerings, and tapped into new funding sources, WellSky has responded by introducing new solutions and acquiring technologies to meet an expanded set of needs.

Supported by significant investments from one of the world's largest private equity firms, TPG Capital, WellSky now uniquely offers market-leading human services solutions for



more than the Older Americans Act, including Medicaid Waivers, adult protective services, critical incident management, care transitions, housing and homelessness, behavioral health, medication management, electronic visit verification and more. As care models evolve, and agency missions expand, WellSky is the only software vendor that offers a highly extensible and modular platform to meet its customers' current and future needs. WellSky has the experience and scale to provide solutions that address the fact that many service recipients are receiving services from multiple agencies and funders. WellSky's products are designed to manage consumer care coordination across multiple entities and up and down the eco-system of care, allowing collaboration among payers, care managers, providers, and other stakeholders accessing a global consumer record.

Customer Agency: Oklahoma Department of Human Services
Contact: Karen Poteet Director, Aging Services 2401 NW 23rd Suite 40 Oklahoma City, OK 73107 405-521-6206 Karen.Poteet@okdhs.org
Project Dates: 2016 – Present; Actual: 2016 – Present
Contractor's Responsibilities: The Oklahoma Department of Human Services is implementing WellSky Human Services. The 4 core functional areas included in this implementation are as follows: Consumers, Incidents and Inquiries, Providers, & Financials. Interfaces to and from the WellSky application are as follows: EVV, MMIS, Referral Data (Clinical and Financial), and Consumer Directed Assistance Applications. The Oklahoma Department of Human Services project is on track to be successfully completed within 16-18 months. Oklahoma in 2018, moved forward with expanding to include Older Americans Act programs which has extended the project.
Project role: Prime contractor



Customer Agency: WY Department of Health, Aging Division
Contact: Jeanne Scheneman Program Manager 6101 Yellowstone Road Cheyenne, WY 82001 jeanne.scheneman@wyo.gov (307) 777-8566
Project Dates: Planned: 2013 – 2014; Actual: 2013 – Present
Contractor's Responsibilities: WellSky provides the following solutions to support Wyoming's operational and reporting needs – <ul style="list-style-type: none">• SAMS• NAPIS State Reporting (to support the National Aging Program Information System)• SAMS Information & Referral (2015)• SAMScan• Mobile Assessments• Assessment Designer• OmbudsManager• ORT Reporting - to support the National Ombudsman Reporting System• Adult Protective Services, APS (February 2014)
Project role: Prime contractor



Customer Agency: Eastern Nebraska Office on Aging (ENOA)
Contact: Dennis Loose ENOA Executive Director 4780 S. 131 st Street Omaha, NE 68137 Dennis.loose@nebraska.gov (402) 444-4902
Project Dates: Planned: 2017 – Present; Actual: 2017- Present
Contractor's Responsibilities: - ENOA currently utilizes the SAMS system daily for their Home Delivered Meals program. ENOA purchased the SAMS Case Management system to replace the antiquated, unreliable and unsupported program that was being utilized. ENOA coordinates the delivery of over 700 home delivered meals per day to our community's most vulnerable adults, so it is imperative that they have a system that is unfailing. Due to the complexities of a daily home delivered meals program the initial configuration, mapping, set-up, testing and validation took approximately six months to ensure the system met ENOA's needs. Now the SAMS system enables ENOA to plan, track and manage the Meals on Wheels program by including client intake, call management, screenings, assessments, care planning, service delivery, reassessment and reporting capabilities. Because State and Federal mandates require compliance with reporting requirements for National Aging Program Information Systems (NAPIS) and other aging and adult services program regulations, this system provides ENOA with accurate and timely reporting that is essential to secure continued funding for agency tasks and enables ENOA to continue to serve our clients. ENOA is in the final implementation process of utilizing the SAMS system for one of our volunteer programs. The configuration, set-up, testing and validation are complete. The SAMS system will enable ENOA to do volunteer and client intake, call management, screenings, assessments, care planning (matching), service delivery, reassessment and reporting capabilities.
Project role: Prime contractor



2.i SUMMARY OF BIDDER'S PROPOSED PERSONNEL/MANAGEMENT APPROACH

The bidder should present a detailed description of its proposed approach to the management of the project.

The bidder should identify the specific professionals who will work on the State's project if their company is awarded the contract resulting from this RFP. The names and titles of the team proposed for assignment to the State project should be identified in full, with a description of the team leadership, interface and support functions, and reporting relationships. The primary work assigned to each person should also be identified.

The bidder should 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 RFP in addition to assessing the experience of specific individuals.

Resumes should not be longer than three (3) pages. Resumes should include, at a minimum, academic background and degrees, professional certifications, 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.

WellSky's implementation would anticipate a project team consisting of various roles including, but not limited to:

- **Project Director – Max Wilcox, Manager Implementations**
- **Project Manager – Jennifer Duwall, Project Manager**
- **Implementation Consultant – Jeff Benjamin, Sr. Implementation Specialist**
- **Technical Analyst – Dan Jolly, Technical Consultant**

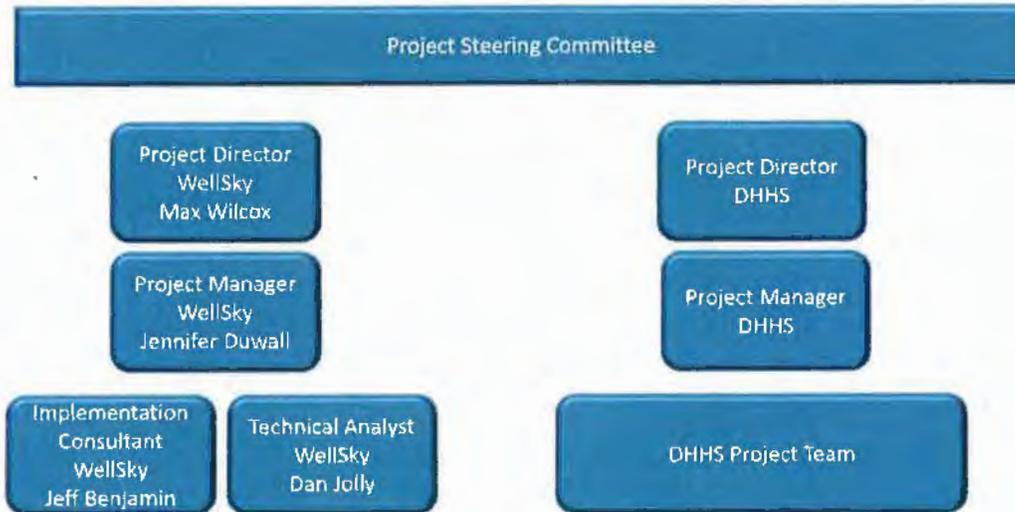
The detailed project plan that will be developed at the project initiation will provide timing and resourcing dependent upon those modules being deployed. The early stages of the project primarily involve project managers and implementation consultants and analysts where there is a heavy focus on project planning and requirements analysis.

The WellSky team will include a core team of experienced professionals to work with the DHHS project team. To move DHHS toward its transformation goals with great software delivered on time and within budget, the WellSky team is fully prepared to staff, manage, control, and execute the project in accordance with the proven implementation methodology. Our staffing model focuses on bringing resources to bear only when required, managing time "on the ground" at the customer site, which reduces costs and improves efficiency. The management and leadership structure is also lighter than custom Design-Develop-Install teams, relying on proven tools and processes to



quickly gather configuration requirements and configure, validate, and deploy the solution.

Project Organizational Chart



3

State members to the project team would consist of similar roles to those staffed by WellSky. For a project of this size and scope WellSky would anticipate that DHHS would provide a Project Manager, subject matter experts and technical personnel who could be available at least part time during the project. The precise project staffing needs will be defined during development of the preliminary project plan.

The Project Manager is the key point of contact between the DHHS project team and the WellSky team and has ultimate responsibility for completion of the project. The Project Manager for this engagement has previously served as Implementation Consultant and trainer on projects of similar scope as well as Project Manager on other projects at the state level. As described throughout this proposal, the implementation process for the *WellSky Aging and Disability* solutions is collaborative involving the entire State project team and various members of the WellSky team at specific times; therefore, communication between team members at all levels is imperative throughout the process. The project will rely on a formal communication structure to document and track project status, issues, and risks.

The proposed structure includes an escalation path for executive oversight of the team, allowing critical issues to be raised to the executive level for immediate attention. The model also includes a dedicated Account Manager who, while not a formal member of the project team, will be an advocate for the customer, particularly during deployment



and post-implementation support to monitor support issues and ensure good communication between the State and the WellSky project team.

WellSky's Team

WellSky's key project team members will be skilled personnel bringing a range of talents to support staffing continuity throughout the project. The key members are the Project Manager, Implementation Consultant, and Technical Analyst. Other important resources may include integration developers, and quality analysts. All of WellSky's resources are experienced in their assigned project roles and all have served on several implementation teams. WellSky's proposed team also brings extensive relevant experience and knowledge from other assignments involving the HHS network that can be leveraged to optimize the WellSky solution and to help achieve the initiative's goals and objectives. For example, Jeff Benjamin, the implementation consultant expected to be assigned to this project serves as a vendor system administrator for the Hawaii Executive Office on Aging (SUA). Experience from that role will be invaluable as he works with the DHHS team to configure the WellSky solution.

WellSky's **Project Manager** will lead the project with the assistance of a State Project Manager, involving project resources when appropriate during each phase of the project. In addition, the WellSky Project Manager performs typical project control and execution oversight tasks including issue management, communications management, status reporting, and project planning and scheduling. The Project Manager also provides special consulting to the DHHS project team to help ensure successful business integration and an appropriate functional design for the system.

WellSky's **Implementation Consultant** is responsible for assessing the requirements of the in-scope system and translating these requirements into a design that meets current needs with flexibility for future changes. The Implementation Consultant is responsible for process analysis, configuration, validation, training, and deployment of the proposed solution. The Implementation Consultant will contribute advanced expertise and assistance to address any issues that may arise during the "Go Live" transition and subsequent support period.

The **Technical Analyst** is accountable for guiding and ensuring successful delivery of the collaborative work of the "technical team." The technical team is comprised of resources from both WellSky and DHHS' organization, with responsibility for requirements, SQL queries and scripts, integration design, data-related tasks, and testing. In this engagement, the technical analyst will primarily be responsible for data exchanges with the ENOA and Aging Partners systems.



The **Account Manager** is a member of the services organization and assists with the transition from "Go Live" to ongoing (regular) support and maintenance operations. The Account Manager will coordinate handoffs between vendor groups to ensure a smooth transition from the project's implementation team to the Customer Care Analysts. In addition to the WellSky Support team, an Account Manager will be assigned to DHHS to assist with the overall customer relationship, serving as the voice of the customer to WellSky's line of business teams. Escalation: WellSky Customer Care Analysts (CCAs), WellSky Support Management, and or the Account Manager will be escalation points of contacts for escalated issues, questions or suggestions related to support for application functionality that has been deployed to production.

Other Roles

Project Director (Executive escalation path; not a project resource)

The WellSky **Project Director** will participate in checkpoint meetings, monitor the quality of the project, and helps ensure that WellSky resources are made available to the project as needed on the required timelines. Having extensive experience, the Project Director also will provide mentoring and specialized assistance to help the Project Manager and the project team in solving complex problems and achieving all in-scope objectives.

Resumes

Resumes for Key Staff anticipated for this project are on the pages following. Page numbering is non-sequential.

BACKGROUND

Max has been with WellSky for over 12 years and has a wealth of experience as a Manager, product expert, and former Analyst and Senior Project Manager. Max currently manages our Professional Services organization and is responsible for the teams that implement and service our WellSky Human Services and WellSky Aging and Disability product lines.

MEDIWARE EXPERIENCE

Manager, Professional Services – 10/14 – Current

The Manager of Professional Services, Max oversees a team of Implementation Consultants to ensure on time and on budget delivery of new customer implementations and other contractual obligations. Max is responsible for ensuring the successful management of all aspects of product implementations across our Human Services and Aging and Disability product lines

Lead Project Manager, Massachusetts Executive Office of Elder Affairs – 06/10 to 10/14

Max served as Lead Project Manager and Project Director responsible for oversight of multiple product implementation projects with one of our largest customers. Max managed multiple projects including a state wide implementation of a custom built Physician Portal EMR solution , a state wide integration project that allows for the exchange of electronic referrals between Area Agencies on Aging and Independent Living Centers, the deployment of WellSky's Web Resource Center product which provides the general public to access to the state's online aging resource directory, and a state wide implementation of our Caregiver Direct product which provides informal caregivers with access to care plan information, communication tools and hub for promote participation in the care for elders who are being service by state's Area Agencies on Aging.

SAMS Implementation, New York Madison County Office for the Aging – (03/13 to 07/13)

As Project Director and sponsor for Madison County SAMS Case Management and Information and Referral solution; Max was able to gain compliance with the NYSOFA Reporting requirements, and build confidence that SAMS, configured with the NYS Admin, will fully meet its NYSOFA data collection and reporting needs. This was a key driver for Madison County. Max successfully led a project team to meet and exceed their needs.

SAMS Implementation, Indiana Division of Aging – (03/10 to 06/10)

As Project Manager of a state-wide implementation, Max successfully implemented Medware's SAMS Case Management solution across 16 Area Agencies on Aging in Indiana finishing the project on schedule and within budget. In addition to serving as project manager, Max was solely responsible for all project activities including requirements gathering, system configuration, validation, end user training, and post go live support.

Harmony for Aging / Provider Direct Implementation, Ohio Area Agency on Aging – PSA2 (06/11 to 10/11)

Deep East Texas Area Agency on Aging – (12/12 to 2/13)

Max served as Project Manager on multiple Agency level Harmony for Aging / Provider Direct Case Management implementations in support of the NAPIS Title III and Locally funded service

EXPERIENCE SNAPSHOT

INDUSTRY EXPERTISE

- Aging and In-Home Services
- Waiver Programs and Claims
- Adult Protective Services
- Older American Act and NAP Reporting
- National Ombudsman Reporting
- Information & Referral
- Case Management

TECHNICAL SPECIALIZATION

- Project Planning
- Functional Analysis
- Business Process Analysis
- Requirements Gathering
- Design Documentation
- Application Configuration
- Statement of Work Definition

programs. The projects extended intake, service planning, and billing responsibilities to end users at more than 25 provider sites.

Business Process Reconfiguration, Schenectady County, NY– 03/11 to 06/11

As a senior consultant and product expert, Max lead a consulting project to reconfigure the customer’s administrative structure and workflows and better fit their business processes to improve usability, efficiency and reporting capabilities for end users. This involved extensive business process analysis, data remapping, workflow and training manual updates, and end user training.

EDUCATION

Bachelor in Science Degree in Business Management - Champlain College, Burlington, VT 12/98

REFERENCES

CUSTOMER CONTACT	ORGANIZATION	CONTACT PHONE	CONTACT E-MAIL
Brendan Carroll – Business Analyst	Massachusetts Executive Office of Health and Human Services	617-573-1614	brendan.j.carroll@massmail.state.ma.us
Dick Harmon – Database Administrator	Northeast Iowa Area Agency on Aging	319-239-3105	dharmon@nei3a.org
Joan O’Rourke - IT Director	Massachusetts Executive Office of Elder Affairs	617.222.7544	joan.orourke2@state.ma.us



Jennifer Duwall

BACKGROUND

Jennifer started her career at WellSky as a Sr. Account Executive thus gaining industry knowledge from a client/end users' perspective. This has proven to be invaluable as she transitioned into the Project Manger role. Bringing her strong background as an AAA's SAMS Administrator, Sr. Account Executive and now a Project Manager allows an all-encompassing approach to every project. Using industry best practices knowledge allows for a solid project success rate and an outstanding customer satisfaction rating. Jennifer has a wide range of experience providing project and account management experience and is knowledgeable in customer service, training, and implementing business technology solutions.

WELLSKY EXPERIENCE

Project Manager – 11/2014 to current

Project Manager, CA – Los Angeles Jewish Home (May 2018 – Sept 2018)

Products: SAMS, File Attachment module, Custom Assessment creation

Jennifer successfully implemented an assessment driven business process within the SAMS application. The project called for the creation of 6 custom assessments, implementation of the file attachments module and design of the SAMS administration section.

Project Manager, NM – Laguna Rainbow (June – Sept 2017)

Product: SAMSCAN

SAMSCAN was successfully implemented for Laguna Rainbow meeting all timeframes and budget requirements.

Project Manager, Michigan Region VII Area Agency on Aging (Jan – June 2017)

Products: SAMS Information and Referral, SHIP

Jennifer is leading all 6 phases of implementation. Jennifer will review the I&R processes, make recommendations on enhancing those processes using the new SAMS I&R/SHIP technology. Configure, validate, train and deploy final applications into a production environment.

Project Manager: Alaska Department of Health and Social Services (July 2016 – April 2017)

Product: Enhanced Services

Alaska is contracting with Mediware for enhanced services. Jennifer was responsible for coordinating over 20 different requests within this contract including: training, auditing current business processes to find areas of improvement, making suggestions to enhance those business processes, documentation, and execution of the new process, coordinating internal SME to

EXPERIENCE SNAPSHOT

INDUSTRY EXPERTISE

- Aging and In-Home Services
- NAPIS Reporting
- Information & Referral
- Case Management
- Nutrition Coordination
- Title IIIB, IIIC, IIIE and IIID programs

TECHNICAL SPECIALTIES

- Project Planning
- Product System Administrator
- Implementation Consultant
- Business Analysis
- Project Requirements Gathering
- Web – based Training
- Leader Led Training
- Documentation
- Application Configuration
- Intermediate level in MS Word, Excel & Powerpoint

BACKGROUND

Dan has 13 years of experience in the software technology industry, implementing business technology solutions with a focus on application architecture, custom system integration, data migration, report development and automation of diversified commercial software across different sectors including experience working with government agencies, human services and multiple large-scale software product organizations. Dan has 8+ years providing leadership to a development team of onshore and offshore developers, as well as managing software projects. During his IS career he has also held the role of a Technical Resource Manager, SQL Report Writer, Technical Writer and Lead Technical Analyst for several large-scale IT projects.

MEDIWARE EXPERIENCE

Lead Technical Analyst and Acting Project Manager, PA Office of Long Term Living 05/15 – Present.

As Lead Technical Analyst and Project Manager for PA OLTL primary responsibilities included remapping of service rates, continues support and escalation, revalidation of providers through a multitier scheduled, and creation and execution of custom scripting. Additional tasks included creating and executing a work plan to revalidate 3000 providers consisting of updates to both Service Orders and Service Plans, creation of new Service Plans and Consumer Providers, managing all revalidation and conversion tasks, weekly team meetings, continual communications with the OLTL and Aging technical and business contacts, and post go live support for end users and state billing needs.

Lead Technical Analyst, CA El Dorado County, Area Agency on Aging, 03/15 – Present

As Lead Technical Analyst for an implementation of SAMs and SAMS IR, primary responsibilities included requirements gathering with customer, mapping, data migration of consumer demographics, services delivery and assessment data, creating and implementing a data conversion plan for test as well as production migration, developing and documentation to support data validation, conversion reports and data clean-up activities. Data was migrated from El Dorado County AAA's legacy system in order to support CARS reporting for a full report period year. El Dorado's data volume was approximately 5,000 consumer records. Additional responsibilities included, SAMS Case Management Administrator setup data such as Services, Providers, as well as assessment form configuration. Test and Live migrations were completed & validated successful.

Lead Technical Analyst, Senior Resources of Western Michigan 02/15 – Present

As Lead Technical Analyst for a multi-phase implementation of SAMs and SAMS IR, primary duties included data conversion, mapping support, creating and implementing data conversion plan for Senior Resources, developing and documentation to support data validation, conversion reports and data clean-up activities. Also assisted with ad-hoc queries and report development.

Lead Technical Analyst, Vermont Association of Area Agencies on Aging 01/15 – 07/15

As Lead Technical Analyst, primary duties included data conversion, mapping support, creating and implementing data conversion plan for 5 Area Agencies on Aging, developing and documentation to support data validation, conversion reports and data clean-up activities. Also assisted with ad-hoc queries and report development.

EXPERIENCE SNAPSHOT

INDUSTRY EXPERTISE

- Aging and In-Home Services
- Adult Protective Services
- Social Services
- NAPIS Reporting
- National Ombudsman Reporting
- Case Management
- Information & Referral

TECHNICAL SPECIALIZATIONS

- SQL Reporting Services Toolset
- Crystal Reports
- Software architecture/design
- Custom system integration
- Data conversion/migration
- Report writing
- Technical writing
- Technical support
-

Normalization of and Migration to the Standardized SAMS NY Admin Structure 3/11 through 5/12 (Albany, Washington, and Schenectady)

As Lead Technical Analyst, primary duties included providing senior level assistance in developing a standard NY SAMS Admin structure to help to more effectively utilize SAMS and improve daily use of the system and reporting to NYSFOA. Additional tasks include development of the data conversions plan to the new admin structure, support end users and management in understanding and using SAMS standard reports, managing all migration and conversion tasks, weekly team meetings, continual communications with the agencies' technical and business contacts, and post go live support for end users and state reporting needs.

Statewide Aging Reporting Database, Arkansas Division of Aging and Adult Services – 10/12 to present

As Lead Technical Analyst, I am coordinating a collaborative effort to create an export/import protocol for agencies to submit data to a centralized Harmony for Aging system for state reporting and analysis. This entails collaborating with ten agencies to make uniform decisions based on comprehensive data creating a single point of information ensuring consistency across all agencies throughout the state. I am also responsible for performing the merges and consolidation tasks associated with the agency and state databases.

Harmony for APS Implementation, Vermont Agency for Human Services – 4/13 to Present

As the Harmony Advanced Reporting managed service SQL Report Writer and Technical Analyst, for Harmony's ad hoc reporting solution; I am providing requirements gathering, specification development as well as being the report developer responsible for creating SQL reports using SQL Server Reporting Services integrated with Sharepoint and Report Builder.

I continue to play an active role in supporting this customer on a regular basis. Providing technical consultation when needed.

Harmony Advanced Reporting Report Writer, Broome County Office for Aging – 6/13 to 7/13

As the Harmony Advanced Reporting SQL Report Writer, for Harmony's ad hoc reporting solution; I provided specification development as well as report development and QA for creating SQL reports using SQL Server Reporting Services integrated with Sharepoint and Report Builder. Supported end-users with ad hoc queries and report development.

Statewide Aging Database Consolidation, Maine Office for Aging and Disability Services – 9/12 to 3/13

As Lead Technical Analyst, I led a successful effort to consolidate five agency databases into one statewide system. This involved collaborating with system administrators at the agencies and state, assisting with configuration changes, performing the import / export functions, overseeing and producing validation documentation and procedures, providing post go live support and clean-up scripts.

Statewide Aging Database Consolidation, Vermont Department of Disabilities Aging and Dependent Living (VT DAIL) – 9/11 to 3/12

As Lead Technical Analyst, I participated in the data preparation, test consolidation and live consolidation task for a project that consolidated five agency databases into one statewide system. Consolidation activity involved the alignment and remapping of consumer transactions based on a defined standard SAMS Administrative structure.

Lead Technical Analyst, Technical Analyst and Trainer, Maine Office of Elder Services: 07/2012 – 04/2013

As Lead Technical Analyst, my primary duties include requirements gathering, business analysis and technical assistance for the consolidation of 5 Agency SAMS databases in the State of Maine into a single consolidated database. This technical analysis included working closely with Agency Administrators to identify a common administrative structure for use in the new SAMS database environment, performing the mapping support as well as the merges and consolidations of the databases.

Lead Technical Analyst, Texas Department of Aging and Disability Services: 02/2010 – 10/2010

As Lead Technical Analyst, primary duties included providing senior level assistance for 28 Area Agencies on Aging systems; AIM, SAMS, Q, and SABER data conversions. Additional tasks include development of the data conversion plan, support end-users and management in understanding and using SAMS standard reports as well as ad hoc query and report development, weekly team meetings and continual communications with the technical contacts at each of the 28 Area Agencies on Aging.

Lead Business Technical Analyst, New Jersey Division of Aging and Community Services: 01/2009 – 07/2012

As Lead Technical Analyst, primary duties included data conversion, mapping support, creating and implementing data conversion plan for 21 Area Agencies on Aging, developing and documentation to support data validation, conversion reports and data clean-up activities. Also assisted with ad-hoc queries and report development.

EDUCATION

New Hampshire Technical Institute, Computer Information Science

MCP – Windows NT 4.0 Server

REFERENCES

CUSTOMER CONTACT	ORGANIZATION	CONTACT PHONE	CONTACT E-MAIL
Patricia Utz	Department of Human Service Office of Long-Term Living	(717) 772-3192	putz@state.pa.us
William Caldwell	New Jersey Department of Aging Services	609-633-7867	William.caldwell@dhs.state.nj.us
Donna Odom	TN Commission of Aging and Disability	(615) 253-3666	Donna.M.Odom@tn.gov

complete a custom assessment and custom report.

Business Analyst, Iowa Department of Aging (May 2016 – Feb 2017)

Products: SAMS, Mobile Assessment

Jennifer was responsible for business process analysis, configuration documentation and mapping, setup and configuration, validation, training and deployment for a successful and timely Go-Live of Iowa's state-wide implementation of SAMS and Mobile Assessments.

Sr. Customer Success Manager – 10/2012 to 11/2014

For more than 15 states, Jennifer worked as the client's advocate to build a strong business partnership for success at all levels; including Strategic level, system admin level and users' level. Also, acted as the central point of contact or escalation, as needed, for all clients.

OTHER EXPERIENCE

Database Administrator 2008 to 2012

Allegheny Area on Aging (Great Lakes Behavioral Institute)

Database administrator for SAMS (Social Assistance Management System). Responsible for installation, support, and training of the SAMS suite of products for more than 500 users in the Aging Network. Supervisor over the SAMS Help Desk for the department of Aging. Created Service Level Agreements for the current Help desk. Developed and designed the SAMS training curriculum for the Aging Network, also responsible for all training around the SAMS Suite. Report directly to the Deputy Director and also work closely with the executive staff to establish and maintain standards of service regarding the data integrity to the SAMS database.

IT Policy and Compliance Analyst 2003 to 2006

*Allegheny Energy
IT Policy and Compliance Analyst*

Updated architecture modelling tool, organized all aspects of coordinating the Enterprise Architecture Component reviews including: scheduling meeting with multiple attendees; follow-ups; running and facilitating the meetings; updating the modeller tool to recognize the recent changes, publishing to meeting group for approval and finally publishing to our intranet site. Project leader for several projects including: IT 2005 Business plan; Develop IS Scorecard. Ability to understand what needs to be changed to implement a more efficient and smoothly flowing process associated with my current position. Work closely with the Director, Enterprise Architecture and Policy to prioritize projects.

Support Center Analyst

Allegheny Energy

Support Center Analyst 2/97 to 2/2003

Part of the initial support center team, contributed to the substantial percentage of Total percent resolved by Support Center from 51% to 71% over a 2 year period, actively engaged clients to ensure the completeness of all submitted tickets, provided ownership of call from initial contact to closure, followed-up

with clients to confirm satisfaction of all stages of support, answer all incoming calls in a friendly and professional manner, comfortable with NT 4.0, Novell 3.11, Windows 95, 98, 2000 and XP, all of the Microsoft Office Suite products (Word, Excel, Outlook & Powerpoint).

Technology Advisor:

Price Waterhouse

2/93 to 6/96

PROJECT COORDINATION: Meet with clients to determine their needs\wants, analyse the information, determine what the best means of completing the project would be: what software to use, what hardware is required, who should be involved with the project, what training is needed; develop any databases, spread sheet templates, word processing macros, etc. that would be required to efficiently complete the project; assist with the implementation to completion of project; survey clients after completion of project to confirm satisfaction and look for areas of improvement for future needs\wants of clients.

TRAINING: Analysed the needs of the Pittsburgh office to determine the best course of action for a training program. Developed an ongoing training program for internal clients on any and all new software; Created manuals, handouts, and task lists for classes. Designed and updated training database. Consulted with other trainers within other Price Waterhouse branch offices to assist in their training efforts.

HELPDESK: Established a Helpdesk policy for answering calls, for all internal users/clients. Resolved all Helpdesk calls on a daily basis and also developed a follow-up program to confirm client satisfaction. Established and maintained a Helpdesk database to record and track all incoming calls to the Helpdesk. Database used for tracking calls to determine when and who should have internal training.

EDUCATION

Associated degree in Computer Management & Accounting, ICM School of Business

REFERENCES

CUSTOMER CONTACT	ORGANIZATION	CONTACT PHONE	CONTACT E-MAIL
Faith Smeck	Chief, Metrics & Analytics Division Bureau of Quality Assurance	717-783-7782	fsmeck@pa.gov
Dick Harmon	Database Administrator NE Iowa Area Agency on Aging	319-239-3105	dharmon@nei3a.org
Margo Muchinsky	Program Analyst 3	717-783-0678	mmuchinsky@pa.gov

BACKGROUND

Jeff has been with WellSky for over 15 years and has a wealth of experience as a product expert and Sr. Implementation Specialist. In this role Jeff is involved in all aspects of a project implementation with an emphasis on Business Analysis, process crosswalk, working closely with administrative and project teams, identifying and assistance in resolution of software issues, and providing technical assistance and training for clients of various skill levels using the *WellSky Aging & Disability* Suite of products.

HARMONY EXPERIENCE

SAMS Administrator, Hawaii Executive Office on Aging: 03/2014 – present

The Hawaii Executive Office on Aging contracts with WellSky to provide the function as the *WellSky Aging & Disability* Administrator for the State of Hawaii. Jeff's functions in this capacity include managing the configuration setup and coordinating changes for 4 counties in Hawaii, coordinating the single State-wide SAMS database, leading onsite Data Users Group meetings with representatives from EOA and the 4 AAAs, providing general support for administrators and end users, assessment form maintenance, and analysing system usage for optimization.

Enhanced Support Services, Mississippi Department of Human Services: 03/2018 – present

The Mississippi Department of Human Services contracts with WellSky to provide a system analysis, assistance, and knowledge transfer for the *WellSky Aging & Disability* Software Administrator for the State. Jeff's functions in this capacity include supporting the use of the State-wide system for 10 AAAs in Mississippi, as well as providing general support for administrators and end users, assessment form maintenance, and analysing system usage for optimization.

Lead Business Analyst and Trainer, El Dorado County Agency on Aging: 02/2015 – 08/2015

Jeff's primary duties include requirements gathering, business analysis, system configuration and data conversion assistance. Additional services included remote and onsite training for agency staff, as well as support and consultation for the AAA business units, as needed.

Lead Business Analyst and Trainer, Hawaii Executive Office on Aging: 08/2011 – present

Jeff's primary duties include requirements gathering, business analysis, system configuration and development; including the ADRC Intake and In-Home assessments based on the interRAI Home Care and Screening tool. Additional services included remote and onsite training for pilot agency and state staff, as well as support and consultation for AAAs, working with AGIS for coordination of website changes, and Project Teams as needed.

Lead Business Analyst and Trainer, Georgia Division of Aging Services: 07/2012 – 06/2013

Jeff's primary duties include requirements gathering, business analysis, system configuration, and technical assistance for the implementation of a process in *WellSky Aging & Disability* for the Money Follows the Person initiative in the State of Georgia. This analysis included the identification of a common business process specific to the Federal

EXPERIENCE SNAPSHOT

INDUSTRY EXPERTISE

- Aging and In-Home Services
- Waiver Programs and Claiming
- Adult Protective Services
- NAPIS Reporting
- National Ombudsman Reporting
- Information & Referral
- Case Management
- Nutrition Coordination
- interRAI

TECHNICAL SPECIALIZATIONS

- Project Planning
- Functional Analysis
- Business Process Analysis
- Requirements Gathering
- Design Documentation
- Application Configuration
- Statement of Work Definition
- Assessment Configuration

MFP program requirements to be utilized by Transition Coordinators across the State. Additional services included remote and onsite training for agency and state staff, as well as support and consultation for the Project Teams as needed.

Lead Business Analyst, Technical Analyst and Trainer, Maine Office of Elder Services: 07/2012 – 04/2013

Jeff's primary duties include requirements gathering, business analysis, system configuration, and technical assistance for the consolidation of 5 Agency *WellSky Aging & Disability* databases in the State of Maine into a single consolidated database. This analysis included working closely with Agency Administrators to identify a common administrative structure for use in the new database environment. Additional services included remote and onsite training for agency and state staff, as well as support and consultation for the Project Teams as needed.

Lead Business Analyst and Trainer, New Jersey Division of Aging and Community Services: 01/2009 – 12/2015

Jeff's primary duties included requirements gathering, business analysis, system configuration and development; including the interRAI screening assessment and state-specific reports. Additional services included monthly onsite visits to train state staff on the configuration administration, working with AGIS for coordination of website changes, as well as onsite visits to AAAs during start-up. Responsibilities included consultation, support and analysis for changes to the State's NJ Choice Assessment process.

Lead Trainer, Texas Department of Aging and Disability Services: 02/2010 – 10/2010

Jeff's primary duties included requirements gathering, creation of training materials and onsite training for over 500 State, AAA and Provider staff for the State-wide NAPIS Aging System deployment to 28 Area Agencies on Aging.

Business Analyst and Trainer, Massachusetts Executive Office on Elder Affairs: 2006 – 2007

Jeff's primary duties included requirements gathering, business analysis, system configuration and development; including the comprehensive assessment forms used for Intake, Home Care, Nutrition, and Financial data collection. Other responsibilities included the creation of training materials and onsite training for State, AAA and Provider staff for the State-wide deployment of *WellSky Aging & Disability* Suite of products.

OTHER EXPERIENCE

Essex Meals on Wheels, Board of Directors, Essex Junction, VT: 2011 – 2015

Jeff coordinated a team of EMOW volunteer drivers for WellSky and was delivering meals himself since 2008.

Operations Engineer, MyWebGrocer.com, Williston, VT: 7/2000 – 8/2001

- Designed, implemented, modified and tested new and existing Data Transformation Packages
- Designed and implemented task tracking system
- Troubleshooting and testing web and internal middleware applications
- Worked closely with DBA in modifications to tables, scripts and packages in SQL Server 7
- Handled incoming data from various remote sources and incorporated into our data system
- Handled ad hoc SQL query data requests

- Worked closely with Network Administrator in conversion and maintenance of internal network infrastructure
- Designed and implemented internal documentation and data archival systems
- Designed, implemented and documented many internal data handling processes

EDUCATION

University of Vermont, Burlington, VT – 5/2000

Bachelor of Science Degree in Computer Science

- Programming Languages (Visual Basic, C/C++, Scheme, HTML, Turbo Pascal, MASM Assembly Language)
- Database Languages (Access, Oracle, SQL Server)
- Network Communications
- Software Engineering

Minors in Electrical Engineering and Mathematics

- Circuit Analysis and Network Functions
- Fundamentals of Digital Design
- Signals and Systems
- Problem Solving
- Basic Combinatorial Theory and Algorithm Analysis
- Applied Probability in Statistics

TRAINING AND CERTIFICATIONS

AMA Webinar: Managing Your Workload

Microsoft Project 2007

Programming a Microsoft SQL Service 2000 Database

Crystal Reports 8.0 Fundamentals

REFERENCES

CUSTOMER CONTACT	ORGANIZATION	CONTACT PHONE	CONTACT E-MAIL
Caroline Cadirao	State of Hawaii Executive Office on Aging, PSM Manager	808-586-7297	caroline.cadirao@doh.hawaii.gov
Deborah Stone-Walls	Maui County Office on Aging, Executive on Aging	808-270-7350	deborah.stone-walls@co.maui.hi.us
	National Association of Area Agencies on Aging, President		
Joan O'Rourke	Massachusetts Executive Office on Elder Affairs, IT Director	617-222-7544	joan.o'rourke@massmail.state.ma.us



2.j SUBCONTRACTORS

If the bidder intends to Subcontract any part of its performance hereunder, the bidder should 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.

WellSky does not intend to subcontract any part of the implementation services in this engagement.



3 TECHNICAL APPROACH

The technical approach section of the Technical Proposal should consist of the following subsections:

WellSky is pleased to provide its Technical Approach in sections 3.a through 3.f, per the instructions of the RFP.

3.a UNDERSTANDING OF THE PROJECT REQUIREMENTS;

The Nebraska Department of Health and Human Services (DHHS) is actively seeking an Aging Information System Software Solution to address its client services, care and case management, funding splits, administration requirements, and federal reporting requirements. The State is looking to replace its Nebraska Aging Management Information System (NAMIS) to facilitate more person-centered care for the aging population in Nebraska.

Why Choose WellSky?

- Superior Capabilities
- Depth of Experience
- Nebraska Experience
- Financial Stability
- Continuous Innovation
- Unparalleled Added Value
- Low Risk

WellSky Corporation (WellSky) is uniquely qualified to assist DHHS in meeting these needs by providing a proven solution that is far superior to the offerings of other vendors. Several critical factors make the WellSky solution the best value for DHHS:

- Superior Capabilities
- Depth of Experience
- Nebraska Experience
- Financial Stability
- Continuous Investment in Innovation
- Unparalleled Added Value
- Low Risk

As described below, the WellSky solution, which incorporates each of these factors, represents the best value with the least amount of risk to DHHS.

Superior Capabilities

Over the last 20 years, WellSky has focused on developing the most feature rich, purpose-built software for LTSS agencies. Our approach is to work with customers and industry experts to provide software that is functionally rich and makes it easier for our customers to provide data-driven services to their clients.



As DHHS is aware, State Units on Aging (SUA) and their care network of AAAs, ADRCs, and providers are being forced to serve more individuals with fewer resources. As a result, the WellSky solution is focused on providing functionality that enhances efficiency and improves outcomes. Significantly, the WellSky solution allows (i) a single client record on a single, integrated solution; (ii) data to follow the person, (iii) workers to view the data, and (iv) for a holistic view of a consumer, a service, and a program, while providing single sign-on and role-based security.

The functionality in the *WellSky Aging and Disability* (formerly known as Mediware SAMS) software also provides user insights enabled by analytics that helps ensure the most effective delivery of care and services to the broadest in-need populations. The system allows customers to use data to evaluate populations holistically and to administer the proper services at the proper time in the proper care setting.

In addition to market-leading core functionality, the WellSky solutions also include robust add-on modules. For example, the *WellSky Ombudsman* nursing home complaint tracking software was developed as a separate, stand-alone system. This was done thoughtfully and in conjunction with our Long-Term Care Ombudsman (LTCO) customers who desired the additional security layer of a separate database to ensure the privacy and anonymity that is expected in this line of work. We believe this separate database layer is unique and is a reason that our offering is the market-leader.

In addition to the Ombudsman functionality, WellSky offers solutions for ADRCs, SHIP, Advanced Reporting, congregate meal tracking, Protective Services, waiver management, homeless management information systems, 2-1-1 solutions, behavioral health, and many others. The breadth of our offerings allows us to meaningfully contribute to the growing missions of our customers and helps our customers address all the social determinants of health.

WellSky competitors strive to convince sales prospects that their products are comparable to *WellSky Aging and Disability* or that they can simply build functionality that they lack. DHHS can be certain that the WellSky software solution is superior to competitors' offerings in functionality because we have spent the last 20 years partnering with our customers to ensure our software meets their needs.

Depth of Experience

Over 20 years ago, WellSky partnered with the state of Vermont to develop a system designed specifically to manage Vermont's Older Americans Act program and National Aging Program Information System (NAPIS) reporting. Over the years we have worked to continuously improve the functionality and to innovate new solutions to meet



customer needs. As a result, we now serve 27 SUAs and over 300 AAAs. WellSky and its products and services are the national standard for successful management of NAPIS.

The trend toward integrated, statewide systems has spread through the national Long-Term Services and Supports network, including SUAs. Because of the superior functionality of our software, WellSky software is the most experienced provider of statewide solutions. State after state have chosen WellSky to help assure success with their complex initiatives. WellSky has customers with the following statewide programs:

- Older Americans Act
 - NAPIS: 27 SUAs and associated AAAs
 - Ombudsman Program: 35 State Long Term Care Ombudsman offices
- Balancing Incentive Program (BIP)-related initiatives: 4 states
- ADRC/NWD: 15 states
- Medicaid Waivers for:
 - Frail Elders and People with Disabilities: 9 states
 - Intellectually/Developmentally Disabled: 4 states
- Adult Protective Services: 10 states
- SHIP/HIICAP: 8 states
- Care Transitions: 6 programs in 5 states including Virginia, Michigan, Louisiana, Illinois and Pennsylvania
- Information and Referral (Information and Assistance): 21 states plus 1 current implementation

A description of relevant customer deployments includes the following:

- Massachusetts Office of Elder Affairs uses WellSky software to manage providers, AAAs (known as ASAPs in MA), Medicaid waivers, state funded programs, Older Americans Act, and Adult Protective Services. By combining assessment data from nearly two million interRAI HomeCare Assessments and other data within its WellSky system with Medicaid data, EOEA can measure an “HCBS dividend,” or the money saved through its HCBS interventions.
- Georgia Division of Aging Services (DAS) uses WellSky software to manage Older Americans Act (including an integrated Annual Fiscal Area Planning and Reimbursement solution), Adult Protective Services, Public Guardianship, ADRC, AAA’s, and a Medicaid Waiver. DAS’s goal was to replace a legacy system with a single system that could evolve over time to help it manage all its programs.
- Pennsylvania’s Department of Aging has used WellSky software for more than 18 years across its department and all 52 AAAs to help manage its programs for



older adults, including Older Americans Act programs and Adult Protective Services.

- Arkansas' Division of Aging and Adult Services has elected not to have a single consolidated database, though all eight of its AAAs use WellSky software to manage their day-to-day operations. This is the approach we will recommend for DHHS based on our understanding of your desired approach.
- WellSky administers the NAPIS and NORS reporting process through a contract with the Administration for Community Living (ACL). WellSky wrote the federal NAPIS SRT and the NORS tool, which maintains, hosts and supports the Aging Network's data community. WellSky's Older Americans Act (OAA) customers enjoy the peace of mind that comes from knowing their client-level data is hosted by the same vendor that maintains the OAA reporting enterprise for ACL.

In the spring of 2017, the National Association of States United for Aging and Disabilities (NASUAD) surveyed state aging and disability agencies to determine which provider had the most clients. According to the results, WellSky is the leader. WellSky's closest competitor had no more than five clients. WellSky understands how complex these programs are to manage and has the most experience implementing successful statewide solutions.

Recently, a WellSky statewide solution was supposed to be replaced by a cheaper, competitor's solution. However, the "cheaper" competitor was unable to successfully deploy their solution, and the state has returned to the WellSky solution and extended our statewide deployment.

Our depth of experience is unmatched in this market and uniquely positions WellSky to meet your current needs and gives us the experience and breadth of industry knowledge to partner for your long-term success.

Nebraska Experience

WellSky understands that DHHS' new system must have the ability to handle up to 250 users across multiple teams. Those teams include the State Unit on Aging, Area Agencies on Aging, and Information Systems & Technology. Of the eight AAAs, six will be utilizing the solution exclusively while two, Eastern Nebraska AAA (ENOA) and Aging Partners (Lincoln), will continue to utilize *WellSky Aging and Disability*. By choosing WellSky, DHHS will gain a partner that has unparalleled experience serving SUAs and the most direct experience with Nebraska AAAs.

This experience matters because SUA have unique concerns beyond OAA reporting. DHHS manages a variety of programs and services across a large state with urban and rural areas. *WellSky Aging and Disability* software is in use in Nebraska's two largest



AAAs. We not only helped ENOA and Aging Partners implement OAA nutrition programs in their implementations, but we have also assisted ENOA to expand use of our solution to manage volunteer programs. WellSky understands conditions “on the ground” in Nebraska, which will ensure that we can effectively and efficiently implement an aging information management system that will manage DHHS’ programs and Nebraska’s unique conditions today and to expand to address new challenges tomorrow.

Financial Stability

Partnering with a well-resourced, financially sound and growing company like WellSky minimizes many serious risks to DHHS which also contributes to overall best value. WellSky is a financially stable company with a track record of growth in an industry where many vendors are “bootstrapped” with few resources. This fact is important in the rare instance that something goes wrong. WellSky’s headquarters is in Lenexa, Kansas just 200 miles from Lincoln, enabling us to quickly bring resources to bear should it be warranted. WellSky also maintains an office in Reston, VA, just outside Washington, DC. Its proximity to federal offices, including the Administration on Community Living and the Centers for Medicare and Medicaid Services, has allowed us to forge strong, long-term relationships with key funders and policy makers. For more than a decade, we have been a premier financial sponsor of the National Association of Area Agencies on Aging (N4A) and the National Association of State Units on Aging and Disabilities (NASUAD). We are proud to be one of two premier sponsors of N4A’s Leadership Institute which provides coaching and guidance to thought leaders throughout the national Aging Network. With the benefit of a large and diverse customer base, and strong financial backing of TPG Capital, WellSky typically re-invests more than \$100,000 each year back into LTSS associations and their programs.

WellSky has served this market for more than 20 years. We are excited to be a leader in the space and are committed to accelerating our investment and growth in our SUA-related products and customers. In fact, we believe our strong financial position (especially compared to the small competitors in the market) and our commitment to the market, makes WellSky the most attractive long-term partner for DHHS.

Unparalleled Added Value

Over time WellSky customers frequently develop innovative ideas on how to better serve their citizens through the introduction of new programs and the use of new technology. As customers’ needs have grown, WellSky has enhanced existing products and added modules and solutions to its suite of software. Many customers now use WellSky solutions to manage Older American Act programs as well as their Aging and Disability Resource Centers, Adult Protective Services, state-funded programs, Ombudsman, Medicaid waivers, Incident Management, Public Guardianship programs,



and many more. As WellSky has continued to grow, we have always remained true to our core focus of building solutions that help our customers efficiently and effectively serve persons who are aging or those who have a disability.

In the long-term, we believe data and analytics will be key to the success of all our customers. Therefore, WellSky is making a \$50 million investment in growing our capabilities in data analytics. This investment will help us create products and solutions that will assist agency- and state-level customers to use data to improve outcomes and provide better, more efficient care.

WellSky has also expanded our business into managed care, adding competencies that SUA customers may leverage as they help their AAA partners integrate their organizations with MCO payers in the broader healthcare and human services fields.

As noted, as a value add in this proposal, WellSky offers *WellSky Ombudsman*, the most comprehensive and widely used ombudsman case management system available. Part of WellSky's integrated suite of social service software products, *WellSky Ombudsman* provides intuitive and comprehensive nursing home complaint management and fully automated federal NORS reporting. *WellSky Ombudsman* automates the management and tracking of ombudsman program workloads; generates flexible, powerful reports across many variables; and integrates ombudsman information management across regions throughout the state.

We have also recently expanded our offerings within the traditional Older Americans Act programs by adding functionality to help SUAs manage Area Plans. The *WellSky Human Services Area Plans* module allows SUAs and their AAAs to easily create, manage, approve, and amend annual fiscal plans and associated reimbursement requests. This new functionality is already in use at one SUA and its 12 AAAs. The module was specifically designed to alleviate common pain points including exchange and management of spreadsheets (templates), lengthy and labor intensive manual review and approval cycles, manual syncing and population of delivered services data, and repeated exchanges of documents between AAAs and the SUA. This WellSky module uses "smart automation" to simplify or eliminate manual data entry and/or review where possible. This allows staff to focus on tasks that require human expertise and experience. Smart automation includes tasks such as automatically populating data wherever possible, limiting data entry errors by presenting the user with only valid options, automatically enforcing business policy and regulations (including match and in-kind requirements), maintaining a clear separation of duties, and a pristine audit trail. This methodology results in rapid review cycles, timely and accurate payments, reduced churn, and improved data for reporting and business/trend analysis.



The Area Plans module is part of the WellSky product suite and, as such, can be fully integrated with other modules, including *WellSky Aging and Disability*. This means that a state unit on aging can implement the Area Plans module without requiring existing AAAs that already use *WellSky Aging and Disability* to make any changes; a standard interface would allow them to connect to the module, giving the state a single location from which to approve and manage all area plan fiscal plans, budgets, and reimbursements. Additionally, implementation of the Area Plans module opens the door to easily adding/implementing other major programs in the future. This module is offered as a value-added option in our proposal.

Low Risk

Seamless Interoperability with AAAs

Aging Partners and Eastern Nebraska Office on Aging (ENOA) have been utilizing *WellSky Aging and Disability* to manage their Older Americans Act business for nearly four and two years, respectively. The combined deployments of Aging Partners and ENOA handle 55% of the 65+ population in Nebraska today.

If WellSky is selected, DHHS data management with its largest AAAs will not be an issue. The WellSky solution is the **same product** with the **same data structure** that ENOA and Aging Partners use. The exchange of information will be **seamless**. WellSky's competitors routinely claim they have successfully integrated data from the *WellSky Aging and Disability* solution or that they "know [the WellSky] database better" than WellSky does. Obviously, nobody knows the WellSky system and data structure better than we do, and we are truly the only provider able to ensure the successful exchange of information between systems.

Proven Value

While DHHS is in many ways unique among its peer agencies across the country, the challenges faced by DHHS are not unique. In 2006, the Massachusetts Executive Office of Elder Affairs (EOEA) found itself overseeing more than \$150 million in Long Term Services and Supports (LTSS) spending with access to virtually no data about how the funds were utilized at the local level and without the ability to measure outcomes. In fact, the 27 regional Aging Services Access Points (ASAPs)/AAAs each housed standalone databases and reported aggregated data to the state only occasionally. EOEA was determined to create a statewide data system for three primary purposes to – (i) provide the tools needed to responsibly oversee the Older Americans Act, two state-funded home care programs and a large Medicaid waiver; (ii) provide technology for the AAAs for efficiency and improved outcomes; and (iii) have access to data which would allow it to prove the efficacy of home and

No Worries
DHHS will use the
same product with the
same data structure as
its two largest AAAs



community-based services once and for all. Through an RFP process, EOEA selected WellSky to achieve these goals. Today WellSky supports nearly 5,000 end users in Massachusetts and houses a remarkably deep data store for EOEA, including more than 2 million MDS HC Level 2 assessments for more than 400,000 consumers receiving more than \$1 billion in home care services. EOEA affirms it not only accomplished its goals, but also successfully expanded them over time.

Software Reliability, Secure Infrastructure

WellSky Aging and Disability has been in continuous, productive use for more than 20 years without ever causing a customer to experience significant downtime. WellSky serves hundreds of customer agencies with thousands of users with an average uptime exceeding 99.9%. WellSky has the proven infrastructure to support DHHS's current and growing need for reliable software. We believe WellSky is alone in our ability to make these claims.

As a longstanding expert in health and well-being information technology, WellSky monitors and reacts to trends in the market. Data breaches and cyber-attacks specifically targeting healthcare and the human services space will increase over time. The Federal government will likely respond with increased rules and regulations that will affect agencies such as DHHS. WellSky continues to make significant investments in its security and infrastructure. WellSky uses SSAE-16 SOC 2 certified data centers which are increasingly required by auditors and demonstrate a commitment to strong and well-maintained security practices. Additionally, our user roles and access controls are among the most configurable in the market, ensuring that only the right person has the right access to the right data at the right time. As DHHS knows, CMS has significantly increased the number of fines for HIPAA violations over the past 18 months. These fines can be substantial, result in adverse impact to citizens, and garner unwanted public attention for agencies such as DHHS. WellSky is well-positioned to protect DHHS' data. While there can never be a guarantee of data security, DHHS should consider whether other vendors are able to invest enough in security when calculating best value to the State.

On-time and On-budget Delivery

As part of the original WellSky project with the Texas HHSC, WellSky delivered, on-time and on-budget, to its goal of consolidating 28 AAA databases into one statewide database to perform care management, care coordination, care planning, service authorization and service delivery, information and referral (I&R), enterprise-level reporting, and SHIP reporting.

More recently, WellSky fully implemented its LTSS management solution to five MCO's in Texas for a new Managed Medicaid Program in a highly-compressed timeline (under



six months for one MCO). Each of these MCOs required multiple interfaces to their core systems, and all were delivered on time. This proven ability to deliver on commitments is another way WellSky delivers value and minimizes risk for DHHS.

The process of transitioning to a new software system is challenging and inherently risky. Because of WellSky's substantial experience, large customer base, investments in security and our products, and our commitment to partner with DHHS, we believe that WellSky is a very good and safe choice for DHHS.

Implementation Approach

WellSky has demonstrated over 20 years of successful deployments of the *Well Aging and Disability* software. While federal requirements may be the same from state to state, WellSky understands that each state may have its own unique programs or business requirements. Therefore, while WellSky uses a standardized implementation process, the approach includes the time to complete analysis and discovery of DHHS' specific business requirements to incorporate into this streamlined process.

WellSky's extensive client base has been using many of the assessments mentioned in the document for years. Those assessments include: interRAI, SLUMS, caregiver assessments and Web Intake/NWD assessments and WellSky can provide guidance on actual use of these assessments using the *WellSky Aging and Disability* software.

Leveraging WellSky's existing presence in Nebraska allows for a seamless data integration between the AAAs using the *WellSky Aging and Disability* solutions and DHHS. Other vendors will have to translate the data that is exported from the AAAs into formats accepted by their application. While this may be a routine technical process, it would require additional time and validation from DHHS resources that can add time and complexity to the deployment process. Despite competitors' claims to the contrary, several of WellSky's AAA customers in the few states where WellSky does not provide the statewide system have complained that data feeds to the competitor system have routinely experienced problems or inaccuracies. In WellSky's proposed solution, two instances of the same solution will communicate – using ENOA's configuration as a base. WellSky's solution is the lowest risk approach to interfacing with ENOA and Aging Partners.

WellSky's experienced implementation consultants can make technology recommendations based on workflow and business needs leveraging knowledge from similar implementations for Nebraska's peers. Likewise, WellSky has a strategic advantage over other vendors since we can begin reviewing documentation from the Omaha and Lincoln deployments which covers 55% of the 65+ population in Nebraska.



By partnering with WellSky, DHHS will have a partner that has experience at a national level, experience with NE AAAs and an approach that has been tested and refined over years of practice.



3.b PROPOSED DEVELOPMENT APPROACH

WellSky's approach to meeting the requirements of the Scope of Work is for DHHS to deploy the *WellSky Aging and Disability* solution already in use in the two largest Area Agencies on Aging in Nebraska. By leveraging the *WellSky Aging and Disability* configuration already implemented by Eastern Nebraska Office on Aging as a base, WellSky will further expand the configuration of the solution to meet DHHS's specifications. For this reason, WellSky's approach represents the lowest risk for DHHS. Other competitor solutions will not seamlessly integrate with the WellSky solutions already deployed and other vendors cannot leverage the robust configurations already successfully in use to capture essential data in Nebraska.

As DHHS may be aware, since the WellSky approach centers on the use of the *WellSky Aging and Disability* solution, configuration management and version control are markedly different than in a custom development project.

The software modules in the solution are versioned as part of their development, but DHHS's specific implementation is not dependent on version, as configuration is completed through built-in administrative configuration tools – not changes to software code. Any updates to the software code for new functionality and defect corrections, are coordinated and collaborated through a change control process that WellSky has established with the team of DHHS System Administrators that defines how software upgrades are deployed in the non-production and production environments.

Our approach to configuration requires close collaboration within the combined Project Team; which includes selected members from WellSky as well as the customer. Our experience has proven this to be an effective way to minimize project risks and ensure a positive outcome. This approach is also an effective means of knowledge sharing and creating "shoulder-to-shoulder" experiences that enable selected customer personnel to develop a deep understanding of the solution's configuration and options. Mapping sessions lead to configuration, which allows DHHS to become intimately familiar with the product solution. This positions DHHS's system administration personnel to remain self-sufficient long after the project has been launched. DHHS's familiarity with the *WellSky Aging and Disability* product tools will allow DHHS to adjust configurations themselves to meet future requirement changes without needing to reengage WellSky, and without any software development.

During the Configuration Phase the project team conducts Content Validation sessions to review the configuration components of the system. The configuration of the solution is guided by the adopted project documents referred to as the Configuration Workbook.



These templated documents are used by WellSky in all product implementations and Validation occurs against those project document artifacts as well.

During the Configuration Phase WellSky also conducts the initial data conversion exercise as defined on the Data Conversion Plan. Training materials and any test case documentation are prepared during this phase, too. As the project transitions from Configuration to Validation phases, changes are tracked, approved by the DHHS Project Team and training of the DHHS Validation Team will occur, as defined in the Training Plan.

The proposed solution is based on a COTS product, purpose-built for organizations that manage long-term care services and supports. The solution has already been tailored using built-in configuration tools and controls to meet the needs of AAAs in Nebraska. The requirements mapping and configuration efforts in this project will ensure that DHHS' needs are also met.

As described in detail here and in other sections of this proposal, mapping DHHS's requirements to functions within the solution, operationalizing those requirements through configuration, and validating the configured solution are key processes in the overall implementation methodology in an active implementation. This configuration methodology follows the same paradigm as WellSky's software development methodology. However, source code is not changed; WellSky uses our COTS configuration tools to tailor application behavior to meet DHHS requirements.

The proposed *WellSky Aging and Disability* solution offers features designed specifically to enable States and AAAs to assess, plan, track, manage, and invoice for services delivered to its consumers. Used by over half of the AAAs across the country, *WellSky Aging and Disability* has been optimized for Area Agency on Aging use with tools that have been created based on feedback from the user community.

Utilizing an easy-to-use interface, staff members are alerted to new referrals and consumers through real-time, customizable dashboards, ensuring that important activities, tasks, and events are never missed. Staff members can work with assigned consumers to conduct in-depth assessments using the customizable *WellSky Aging and Disability Assessments*, determining eligibility and driving proper program enrollment. These assessments provide a historic view of all previous answers given by the consumer and immediate insight into the consumer's evolving status.

Once enrolled in the appropriate service program, consumers can work with care managers to collaborate on the care they receive and the providers they choose to work with. Service plans are created and can generate service order authorizations, giving



provides the necessary information needed in order to complete the service delivery cycle.

Service deliveries can then be recorded for one consumer at a time, or through various bulk service delivery tools, designed to facilitate data entry, reducing errors, and promoting consistency of data tracking. Once deliveries are recorded, invoices can be created, as necessary, allowing providers to bill agencies for services rendered, or organizations can bill consumers directly. . In addition, agencies can monitor provider activity in real-time via the contract functionality, ensuring delivered services do not exceed contracted limits without necessary intervention.

Efficacy of programs and services can be evaluated using various included reports, as well as via WellSky's Advanced Reporting solution, providing direct access to raw data for custom reporting needs.

Key aspects of the proposed solution include:

- **Intake** – Comprehensive call tracking module allows for easy collection of contact related data, integrating seamlessly with other modules within *WellSky Aging and Disability*.
- **Task Management**—WellSky Dashboards will alert users to overdue, upcoming, and incoming tasks and activities, giving care managers control of their caseloads.
- **Assessments**—Assessment forms are available to case workers to assess and reassess client needs. The forms reside in the consumer record and can be completed during periodic checkpoints. Forms can be custom configured and added to the solution, without any vendor intervention, in order to replicate the paper forms in use throughout the state today. In addition, WellSky's Mobile Assessment solution allows for assessments to be conducted remotely, with or without Internet connectivity, with a seamless integration with the centralized case management database.
- **Case Management**—Advanced features provide detailed service planning and budgeting, progress notes, real-time monitoring of service deliveries and outcomes for a comprehensive management and oversight of a Case Manager's caseload of clients.
- **Care Planning, Service Authorization, and Service Delivery**—Care planning and case management tools allow care managers to record diagnoses and overall goals, plan and authorize a consumer's complete schedule of services, and record service delivery. WellSky's bulk data entry tool allows for services to be recorded swiftly, accurately, and efficiently.



- **Activities and Referrals**—Staff members are able to assign referral follow-ups, consumer visits, and other tasks. Activities and referrals can be shared among staff workers, allowing communication within the organization.
- **Multi-Program Support**—Track multiple programs and funding sources to reduce administrative overhead and increase reimbursement rates.
- **Communication and Collaboration**—WellSky's integrated global consumer record model promotes streamlined communication and collaboration among workers.
- **Integrated Fiscal Management** – Fiscal management features include enforcement of contracts, identification and distribution of funding sources, and invoicing/claiming functionality.
- **Word Template Integration** – Create custom printouts using Microsoft Word Merge documents, complete with custom graphics and a personalized layout, that can be placed throughout the application, as needed, and automatically populated with *WellSky Aging and Disability* database.
- **Automated Workflows** – Administrators can utilize the powerful Workflow Design tool to create workflow triggers that automatically execute based on data entered by various users, ensuring data entry and process consistency from worker-to-worker and ultimately improving the overall quality of care.
- **Resource Directory** – Manage provider resource data in the *WellSky Aging and Disability* database for use internally with integrated call tracking functionality, as well as creating a public facing website environment with the *WellSky Resource Directory*. Resource information includes, but is not limited to, resource addresses, phone numbers, contacts, services offered, descriptions, hours of operation, and services areas, and provides robust search features for finding data and creating referrals.



PROJECT PLANNING AND ANALYSIS PHASE

The following table contains the list of requirements and due dates expected of the contractor for the Planning and Analysis phase of the project. Details for these requirements follow in the text after the table.

	Phase	Requirements	Due Date
1.1	1.0 Project Planning	Draft Project Work Plan	Submitted with Proposal
1.2		Detailed Project Work Plan	Due 2 weeks after Contract Start Date
1.3		Testing Methodology	Due 2 weeks after Contract Start Date
1.4		Project Control Documents <ul style="list-style-type: none"> • Risk Management and Resolution Plan • Issue Management and Resolution Plan • Organizational Change Management Plan • Work Management Plan • Change Control Documents 	Due 2 weeks after Contract Start Date
1.5		Status Reporting Plan Project Status Meeting Protocol	Due 2 weeks after Contract Start Date
1.6		Electronic Project Library	Due 2 weeks after Contract Start Date
1.7		Security Plan	Due 2 weeks after Contract Start Date
1.8		Business Continuity Plan/Disaster Recovery Plan	Due 2 weeks after Contract Start Date
2.1		2.0 Requirements Analysis	Requirements Validation Document (RVD)
2.2	Fit/Gap Analysis		Due dates to be determined in the Detailed Work Plan
2.3	Pilot/Prototype		Due dates to be determined in the Detailed Work Plan

1. PROJECT PLANNING (1.0)

The State requires that each bidder has established project management processes and has integrated these into its organizational culture and projects of similar scope and size. Proven methodologies and standards, used to control all project activities, are crucial to the success of this project. The State is not dictating a specific methodology or approach; it prefers that the bidder use an approach that has proved successful in the past. However, DHHS reserves the right to mandate the approach be revised if it does not result in the completion of timely and quality project deliverables, or it affects the project's success.

- a. DRAFT PROJECT WORK PLAN (submitted with proposal) (1.1)**
Integral to the success of the project is a solid project plan and the management of that plan. The bidder shall prepare a Draft Project Work Plan to be submitted with its Proposal. The bidder shall develop a viable Project Plan that meets contractual requirements and timelines with the timing necessary for successful pre-implementation activities.

WellSky has submitted a draft project work plan with this proposal. It is included in the in Section 3.e. of this proposal.



b. DETAILED PROJECT WORK PLAN (1.2)

Within two (2) weeks from the contract start date, the contractor will develop a Detailed Project Work Plan that includes a schedule and Gantt chart (for all project tasks, subtasks, and activities), milestones, and Detailed Project Work Plan deliverables. Resources from the contractor and the number and type of DHHS staff needed must be included for all tasks, subtasks, and activities that exist as line items within the Detailed Project Work Plan. The contractor's Project Work Plan will also maintain the following date-sensitive information:

- Originally scheduled Start and End dates for all tasks, subtasks, and activities (including milestones and deliverables)
- Anticipated Start dates for tasks, subtasks, and activities, if schedule fluctuation has occurred
- Anticipated End dates for tasks, subtasks, and activities, if schedule fluctuation has occurred
- Task Durations
- Actual Start dates for all current and completed tasks, subtasks, and activities
- Actual End dates for all completed tasks, subtasks, and activities
- Descriptions of projects tasks

The contractor will collaborate with the DHHS Project Leader to maintain an integrated Detailed Project Work Plan for all project related activities on an ongoing basis and identify issues that affect deadlines. The contractor shall update the Detailed Project Work Plan as needed and submit an updated Detailed Project Work Plan to DHHS on at least a monthly basis.

WellSky uses a structured implementation methodology which involves nine phases:

- I. Project Planning
- II. Requirements
- III. Configuration
- IV. Design
- V. Development, Interfaces and Integration
- VI. Data conversion
- VII. Testing
- VIII. Training/Validation
- IX. Final Preparation, Deployment & Go-Live

WellSky's collaborative implementation approach involves strong customer participation throughout all project phases. Benefits of this approach include:

- Developing customer project management and training capacity
- Integrating the *WellSky Aging and Disability* solution workflow into the customer business process workflow
- Hands-on application of system administration skills through customer participation in configuration work
- Building a foundation for customer organization post-go-live support through hands-on validation and end user training
- Measuring customer satisfaction against project success criteria shaped by customer input



As WellSky and DHHS progress through the project, WellSky will request written acceptance of deliverables and milestones by DHHS to verify that WellSky's products and services meet expectations and satisfy requirements.

WellSky has provided with this proposal a preliminary project plan in Microsoft Project format that details:

- Project Phases and Tasks required for the entire project,
- Timeframes for each Task and Phase
- Assigned resources by Role
- Deliverables and Deliverable Sign-Off Milestones

The narrative below describes WellSky's proven standard implementation process for configuration and deployment of the proposed software solution.

I. Project Planning

The first implementation phase includes project planning and project management activities. WellSky will use its standard project management strategies and templates to build and maintain a detailed project plan. WellSky utilizes Microsoft Project as the primary tool for planning project tasks, resource assignments, and schedule.

The initial project plan, which is based on the preliminary project plan submitted with this proposal, is finalized following the execution of the contract and used to frame the project task schedule and establish a baseline. The WellSky project manager will maintain and update the overall project plan with input from the DHHS project manager throughout the implementation and augment it by developing smaller plans focused on targeted phases, deliverables or project components, including plans for communication, risk management, training, and deployment.

Tasks

- Conduct Project Introduction Meeting
- Establish WellSky and Client Project Team Members and Roles
- Conduct Project Kick Off Meeting
- Develop Project Communication Plan
- Develop Risk Management process/documentation
- Develop detailed Project Plan
- Review Project Plan Scope and Timeline

Resources

WellSky: Project Director, Project Manager, Implementation Consultant(s)



DHHS: Project Manager, State team members

II. Requirements

In the second implementation phase, WellSky and DHHS will collaborate to:

- Review the *WellSky Aging and Disability* templates and features
- Complete interface design discussions
- Capture the DHHS setup and configuration data for *WellSky Aging and Disability*
- Document interface requirements

As part of the kickoff activities, the WellSky team will conduct a review meeting which will demonstrate *WellSky Aging and Disability* to DHHS. During the walk-through, WellSky will point out the areas requiring decisions and configuration and will help DHHS identify the information needed to complete the configuration as identified in the questionnaire completed by DHHS.

During this phase, WellSky technical analysts would meet with DHHS, state, and/or third-party vendor resources to document requirements relative to planned integrations.

The requirements documents developed from these meetings will be reviewed and approved by the project team and will then serve as the template for step-by-step testing instructions in the validation phase of each new implementation.

Tasks

- *WellSky Aging and Disability* demonstration
- Documentation of configuration decisions
- Requirements gathering and integration design decision making sessions
- Documentation of integration decisions

Resources

WellSky: Project Manager, Technical Analyst(s) and Implementation Consultant

DHHS: Project Manager, State Project Team



III. Configuration

Once requirements are documented, WellSky will:

- Create a new site and install the *WellSky Aging and Disability*
- Perform base configuration

Tasks:

- Conduct Discovery Meetings
- Create and configure *WellSky Aging and Disability* site
- Create Configuration/Fit-Gap Workbooks

Resources

WellSky: Project Manager, Implementation Consultant, Technical Analyst

DHHS: Project Manager, DHHS Project Team

IV. Design

During the Design phase, WellSky will use the Agile Sprint methodology to gathered detailed requirements definitions and documents, configure, test, demonstrate and validate. All system details will be documented in a standard configuration document. Discussion of the Testing Plan will also start during this phase.

Tasks:

- Document System Details
- Discuss Testing Plan
- Implement changes using the Agile Sprint Methodology

Resources:

WellSky: Project Manager, Implementation Consultant, Technical Analyst

DHHS: Project Manager, DHHS Project Team

V. Development, Interfaces and Integration

The WellSky technical analyst will assist with the integration plan for the existing AAA's. An integration setup plan will be finalized and approved. The final step in this phase will be to develop the interface and complete testing. WellSky proposes using the Aging and Disability API solution to manage the integration points for the existing AAA's. WellSky's API allows for bi-directional exchange of data between Aging and Disability databases and/or third-party systems. The team will determine the data points to be included in the solution. WellSky currently supports a standard set of data



points. Any additional element outside the standard set might be subject to additional development costs to expose and integrate against.

Standard Aging and Disability Data Points:

- Consumer Demographics
- Care Enrollments
- Fund Identifiers
- Consumer Activities
- Locations
- Phones
- Contacts
- Care Managers
- Providers
- Ethnic Groups
- Custom Fields
- Consumer Assessments
- Consumer Calls

Tasks:

- Write the requirements/technical specs to determine the exact data elements to be integrated
- Development of interface
- Integration Testing/Fixing defects

Resources:

WellSky: Project Manager, Implementation Consultant, Technical Analyst, Developer
DHHS: Project Manager, DHHS Project Team

VI. Data Conversion

Data conversion is critical to any successful implementation. WellSky will convert demographic data from the NAMIS and ADRC referral dashboard system. Working with DHHS and other stakeholders to develop a Data Conversion Plan that addresses all components of the data conversion process.

Tasks:

- Mapping Sessions:
 - Determination of data elements to be migrated
 - Mapping documentation between the two systems



- Creation of data collection spreadsheets
- Submission of populated data collection templates; test data
- Submission cleansing and normalization
- Import of test data into testing environment
- Validation and QA of testing environment
- Submission of populated data collection templates: production data
- Submission cleansing and normalization
- Import of production data into live environment
- Validation and QA of production data

Resources:

WellSky: Project Manager, Implementation Consultant, Technical Analyst
DHHS: Project Manager, DHHS Project Team

VII. Testing/Validation

The WellSky project manager will be responsible for developing a testing plan. The DHHS project manager will provide consultation and assistance in development of the testing plan so that it addresses topics such as validation objectives, the DHHS resource assignments, validation instructions, testing activity agenda, testing schedule, validation results reporting, and validation acceptance criteria.

The overall objectives of validation are to test the product and interface configuration as documented. Testing activities may also include use case scenarios based on tasks and processes

DHHS testers will document validation findings and communicate results to the project team. Validation findings may include variances between requirements documentation and configuration setup as well as gaps between the WellSky solution workflow and the DHHS user expectations or preferences. The project team will review and assess validation findings and agree upon a resolution response to all items.

Upon acceptance of the validation results, the project will move into the training phase.

Tasks:

- WellSky develops testing scripts/plan
- Team performs configuration validation of *CommunityPoint* site
- DHHS validation signoff



Resources

WellSky: Project Manager, Implementation Consultant, Technical Analyst
DHHS: Project Manager, DHHS Project Team, DHHS SME Users for User Acceptance training

VIII. Training

The training plan will outline the subject matter to be covered, the method of delivery, the training timetable, and the students to be trained. The purpose of the plan will be to assure that the training is properly scoped and delivered in a timely, effective manner. The training dates will be determined jointly by the WellSky Project Manager, the DHHS Project Manager and the WellSky Implementation Consultant in order to best leverage the training for orientation of the users. Training will be the train the trainer methodology. Training will be onsite for approximately twelve (12) trainers at a single DHHS location in Lincoln, Nebraska. Training materials for the train-the-trainer session will be provided to DHHS a minimum of three (3) weeks before the onsite training session(s). DHHS will be responsible for securing training facilities for students being trained. Facilities must provide each student and the trainer with a workstation and a hardwired, high speed internet connection.

WellSky will provide DHHS with electronic copies of standard training materials that will be used in the classes (DHHS will be responsible for printing the materials for the students). Training materials are the intellectual properties of WellSky. DHHS may reuse the materials as needed to train additional students only and may not otherwise distribute proprietary information.

Tasks:

- Develop Training Plan
- Provide Standard Training Materials
- Schedule Training
- Conduct end-user training

Resources

WellSky: Project Manager, Implementation Consultant/Trainer
DHHS: Project Manager



IX. Deployment

The DHHS project manager will develop a deployment plan that addresses topics such as go-live criteria, user workstation requirements, site connectivity requirements, user business process logistics, data entry expectations and standards, final production site preparation, and go-live support approach. The WellSky project manager will provide consultation and assistance in developing the deployment plan.

Information captured during the validation phase, especially confirmation of technical and functional readiness, will serve as milestones to production deployment. WellSky will also provide DHHS with the WellSky SaaS Service Catalogue which contains documentation about our standard hosting Disaster Recovery Plan and site security documentation.

Upon completion of training, the project team will hold a go-live checkpoint meeting to review go-live criteria and confirm the scheduled go-live event. On the scheduled go-live date, end users will begin using the system at which point the system will be considered "live". For a period of at least two weeks after Go Live, the WellSky Project team will monitor the system for any issues and will serve as the first line of support with responsibility for triaging and managing any necessary corrective actions. Once the system has been deemed stable and operational, the Project Team will transition support responsibilities to WellSky's Customer Care team.

Tasks:

- Go Live
- Post Live Project Team support
- Transition to WellSky Customer Care

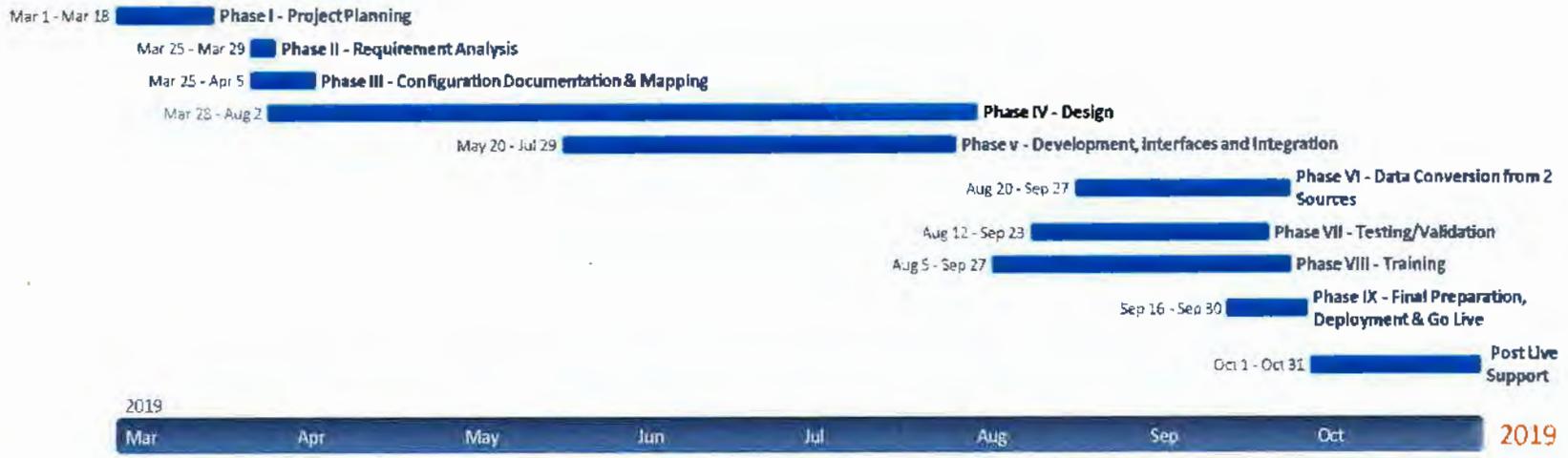
Resources

WellSky: Project Team

DHHS: Project Team

Project Timeline

On the page following, WellSky has provided a draft project timeline reflecting the tasks and phases in the proposed draft project plan provided in Section 3.e.





- c. **TESTING METHODOLOGY (1.3)**
The contractor must present methods for developing and maintaining test scenarios, test sets, test cases, and test steps. Testing Methodologies must also address the contractor's approach to documenting test procedures and test results.

System Testing, end to end, helps ensure that the solution performs in accordance with the approved specifications and design documents for the solution. System testing will begin during the Design Phase of the implementation within the sprint-based work plan and will consist of WellSky and Department team members reviewing and validating incremental configuration. In addition to validation that occurs during the sprint-based work, user acceptance testing (UAT) will be conducted separately.

WellSky will create and document multiple test scenarios as well as test cases during multiple phases of the project. WellSky's testing methodology includes updating test cases throughout the Sprints within the Design phase. This allows for several opportunities to adjust and refine each case for the most complete testing in the final phase, User Acceptance testing.

The primary objectives of User Acceptance Testing are to test DHHS business process workflows and system configuration based on requirements documentation. The project team will prepare test cases and provide orientation for testers. In addition to validating workflow processes and configuration settings, testing activities will also include validating user role security, reports and outputs, data conversion, and interface data exchange.

- d. **PROJECT CONTROL DOCUMENTS (1.4)**
Within two (2) weeks from the contract start date, the contractor shall submit plans for the project, including:
 - i. **Risk Management and Resolution Plan (1.4)**
This provides a description of the tasks and activities that will be performed as part of the contractor's Risk Management Plan. At a minimum it shall include the following:
 - Preliminary Risk Assessment**
A description of the most significant project risks and a description of proposed mitigation strategies for each risk. This assessment also includes a description of the impact associated with any identified potential failures.
 - Ongoing Risk Identification Plan**
A description of the contractor's ongoing approach to the identification of potential risks, tracking of potential risks, and provision of information to DHHS that supports the monitoring of risk across the project.
 - Risk Response Plan**
A description of the contractor's ongoing approach to the determination of actions necessary to reduce threats and enhance the Project's activities. Where applicable, contingency plans for various risks should be documented and contingency plan triggers should be identified.



WellSky takes a proactive and open approach to dealing with project risks and issues. The risk management plan will be finalized and submitted to DHHS Project Team during the planning phase of the implementation. It will be updated as needed throughout the length of the project.

The Risk Management Plan identifies strategies for identifying, monitoring and responding to potential project issues and opportunities.

Typical risk categories:

- Budget risks are noted for material variances where actual progress is measured against estimates.
- Work progress risks are noted when work products are delayed or time expended exceeds estimates for work completion.
- External risks are noted when the provision of hardware, software, or other technical obstacles provided by third party vendors hinder project completion. These risks are largely transparent to customers in a hosted solution such as the one planned for DHHS.
- Internal risks are noted when factors such as over allocation or loss of key personnel affect the project or the assigned resources.

Identified project risks will be monitored through project meetings and status reports, and the project team will plan and implement responses as appropriate. Response options include:

- Avoidance: eliminate the risk by eliminating the cause
- Acceptance: take no action, allowing any impact to occur
- Mitigation: find a way to reduce the possibility or impact of the risk. Mitigation strategies may include:
 - Identify, quantify, and develop a risk response
 - Develop workarounds
 - Implement contingency plans for risks that were anticipated

Below is an example of a common risk:

Risk	Provider and local Area Agency on Aging (AAAs) resistance to the new system
Impact	Adoption by providers and local Area Agency on Aging (AAAs) is critical to ensure accurate and complete information about payments and budget utilization.
Solution	WellSky will ensure that provider stakeholders participate in the project steering committee and as subject matter experts (SMEs) during



	<p>requirements gathering phases to ensure that provider concerns are identified and addressed.</p> <p>WellSky has experience in addressing this issue as encountered in implementing a statewide system for the Massachusetts Executive Office of Elder Affairs and New Mexico Aging and Long-Term Services Department.</p>
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ii. Issue Management and Resolution Plan (1.4)

The plan presents a description of the contractor's standard process for resolution of problems identified and reported by the contractor and DHHS staff. This description must include the contractor's plan for ensuring that issues, requests, and decisions are recognized, agreed upon, assigned to an owner, incorporated to an issue log, monitored, documented, and managed.

WellSky brings the expertise of our team to the project and the implementation of the software. DHHS project team members will be relied upon for their business knowledge and understanding of DHHS workflows. The combination of skill sets will be essential in issue management and forms the foundations for the Issue Management Team (IMT).

WellSky's approach to Issue Management is to work collaboratively with the DHHS project team to identify, communicate, and resolve issues efficiently in an effort to minimize impact to project timelines, and thus project success. Issues that arise are varied by type, and thus may be managed differently according to the situation. Whether it is a software, process, resource, change request, or project timeline issue, the key stakeholders for both DHHS and WellSky shall address together.

Issue Identification

The identification of project related issues is key to preventing an impact to project success. The varied types of issues that may arise may come from varying sources. Our project team's experience allows for early identification and assessment of issue severity to avoid impact regardless of the nature of the report:

- Steering Level – The steering team assesses and manages risks that may turn into issues.
- Weekly Status Meeting - Any identified issues are brought up and discussed during the meeting.
- Project Analysts –identify and report issues.
- Users –reports issues to be managed by the IMT.

In each scenario the Project Manager will be responsible for documentation and communication of issues. As such the PM is required to have a thorough understanding



of the issue, which requires project, software and business experts to collaborate and communicate.

Issue severity or priority is an important aspect of issue identification and management. The priority of an issue is a measure of the business impact and thus a guideline for timeline of required resolution. The priority descriptions below demonstrate business impact.

Priority Level	Priority Level Description
Medium	Low project/ business impact, minor operational issue or question, product or operational questions, product issue which a reasonable workaround exists, training questions, or enhancement suggestion; resolution not required for continuity of customer's operation
High	One or more features/processes do not seem to be working as designed; workarounds may be available, timely resolution will prevent manual process or lost business value.
Urgent	Urgent project/business impact, solution or processes are not functioning at an acceptable level for the majority of users; customer's operation is being seriously impacted OR may refer to a request where resolution is key to a business critical time-sensitive task.
Critical	Mission Critical Business Impact, Project has been halted due to a process or solution that is completely unavailable or unresponsive; the customer's operation is severely impacted.

Issue Communication

The Project Manager will maintain an issues log. The log details the issue, the person reporting the issue, the type of issue (e.g., software, process, resource, change request), and any related information that supports decision making.

Any identified issues are included in the weekly status meeting agenda and discussed during the meeting. Progress on their resolution is tracked, and updates provided to the Issue Reporter(s) and issue escalation procedures implemented if warranted. The issues log serves as a record of identified issues and their resolution. Items requiring project sponsor level decisions will be escalated to the steering committee for resolution.



The following information will be tracked for each identified issue:

- Issue Title
- Issue Description
- Reported by
- Reported date
- Priority (Medium, High, Urgent, Critical)
- Impacts
- Mitigation approaches
- Status
- Target Resolution date or release number
- Resolution description

Resolution Planning

The IMT will assess the priority or business impact of the issue, and thus begin to coordinate the need and timelines for resolution. It is important that each team member bring their relative skill sets and overall project knowledge to coordinate a plan to resolve reported issues and minimize business/project impact.

The team will contemplate the course of action required to resolve the issue, whether it be a change to resources, a software change or update, changing timelines, or even business processes. Individuals on the IMT will present ideas within the group for consideration. The team will agree upon a resolution and begin to identify the timeline for the response. Once the timeline and solution have been identified it will be communicated to the issue reporter and overall project team along with a statement as to the overall impact to the project.

iii. Organizational Change Management Plan (1.4)

This section presents a description of the contractor's Organizational Change Management Plan. The contractor must work with DHHS to develop an Organizational Change Management Plan that establishes the method and approach to organizational change management, including organizational change management roles and responsibilities, processes, and methods necessary for communicating and managing organizational change during the life of the Project.

Organizational change of a strategic nature requires a clear vision, relentless focus, vocal sponsorship, and the collective effort of many individuals to ensure success. The envisioned project is no simple undertaking, possibly involving multiple offices, providers, and numerous other stakeholders whose daily lives will be impacted by the project. The magnitude of the planned change is material, changing the way work has typically been done in order to capture and use critical data to reduce and prevent homelessness.



The WellSky Team has a deep understanding of how to manage change to achieve desired business transformation. A major systems project crosses funding sources, functional areas, organizational units, and even external organizations in the provider network. The status quo may be antiquated, inadequate, and even frustrating at times, but to the user base, the existing system is a known variable in their very busy operational lives. It will be challenging to help stakeholders feel engaged and excited about the changes unless they can clearly understand the change and ultimately see themselves as beneficiaries.

The WellSky Team approaches organizational change management using a goal-oriented methodology based on the ADKAR change management model, first published by Prosci in 1998. The ADKAR model was initially developed to help assess the effectiveness of communication and training during organizational change. ADKAR provides a framework for evaluating an organization's readiness for change and a model for mitigating gaps in change management progress.

ADKAR is an acronym that translates to a progression of steps that must be achieved to implement and sustain a successful change. Change happens on two dimensions – the business dimension and the people dimension. The model assumes that stakeholders begin in a state of “unawareness” at the start of business change, and they then must move from that position to “Awareness” of the need for change, followed by “Desire” to participate and support the change, “Knowledge” on how to change, “Ability” to implement required skills and behaviors, and “Reinforcement” to sustain change where stakeholders are expected to adapt to new ways of performing work activities. The objective is to identify where stakeholders are at the beginning of the project and track their progression through to Reinforcement as the business change moves from identification of the business need to post-implementation.

Our project managers understand the importance of business integration when replacing a legacy system. They achieve and maintain alignment, agreement, and timely action on project matters through direct engagement with stakeholders and the organization's leaders, sponsors, and key influencers. Communication is a significant part of the Project Manager's ongoing responsibility, often involving more than 70% of time spent in any given week. Communication is critical, because in order to accept change, stakeholders first and foremost need information. Providing adequate detail regarding the proposed change leads to understanding, which can dramatically improve the level of user cooperation.



iv. **Work Management Plan (1.4)**

This part of the plan is for ongoing management of the Detailed Project Work Plan. At a minimum, this includes information on frequency of updates, a description of how schedule-related issues will be addressed, and a strategy for integrating elements of the Work Plan with Issue Management, Status Reports, and other related project management deliverables.

As noted previously, in WellSky's methodology, the project plan drives the project team to hold periodic discussions about upcoming events, to identify the milestones and targets that keep the initiative on track, and to continually reassess how best to achieve a successful completion. This approach is essential, because discovery actually occurs throughout the initiative rather than exclusively within the Discovery Phase. The "Plan" therefore, is not one huge artifact. It is a series of mini-plans that are typically focused on a slice of the overall work, presenting a targeted view of the necessary details by phase.

The Project Plan will be finalized following execution of the contract and will be utilized for the duration of the project.

In addition to comprehensive Communication and Risk Management Plans, WellSky will collaboratively develop plans and schedules for each phase of the implementation.

WellSky's project management approach is aligned with the Project Management Institute (PMI)'s most current (5th Edition) Project Management Body of Knowledge (PMBOK®). The PMBOK recognizes five process groups (Initiating, Planning, Executing, Controlling, and Closing) that are typically navigated during a project's lifecycle, and nine related knowledge areas that support the project through its life cycle. Risk Management, Knowledge Area #8, is another essential element in attaining the stated goals and objectives for this project. WellSky's approach for this initiative incorporates four steps:

- Risk Identification
- Quantitative Risk Analysis
- Risk Response Planning
- Risk Monitoring and Control

Project control is also an essential element. Routine matters include setting procedures for time tracking, expense management, status reporting, meeting protocols, and communications. WellSky uses a number of tools for project control and reporting, including Microsoft Project (tracking to plan), Unanet (time and milestone tracking), spreadsheets, scorecards, Instant Messenger, SharePoint, and a variety of other options.



The Project Management Team meets at least weekly to discuss project progress. In these meetings, the Project Managers and participating decision-makers identify potential deviations from the project plan and variances to budget. They also identify the potential need for change order(s) or contractual changes that may need escalation to the Steering Committee.

Status reports are an important part of the communication plan and essential to drive project progress. The WellSky project manager will send a month end status report to executives, key stakeholders, and the broader project team tracking all activities, deliverables, and significant issues noted during the reporting period. Sample topics below:

- Summary of recent accomplishments
- Documentation of critical issues and risks
- Activities planned for the next reporting period
- Summary of the project progress
 - Schedule
 - Budget
 - Task list

v. **Change Control Documents (1.4)**

Change Control Process

The contractor must work with DHHS to establish a change control process. Change control is the formal process for identifying changes that arise in the natural flow of the project (but do not impact scope, deliverables, or budget) and determining the disposition of the requested change or correction. The Change Control Process will span the entire project life cycle and incorporate a formal change request process, including formal DHHS review and approval.

Control Request will:

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

Change Control Tracking System

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

- b) The means to control and monitor change requests
- A process for reporting the status of all change requests
- The ability for DHHS to set and change priorities on individual change requests
- A method for DHHS to determine the estimated and actual hours allocated to each change request and the personnel assigned to each request

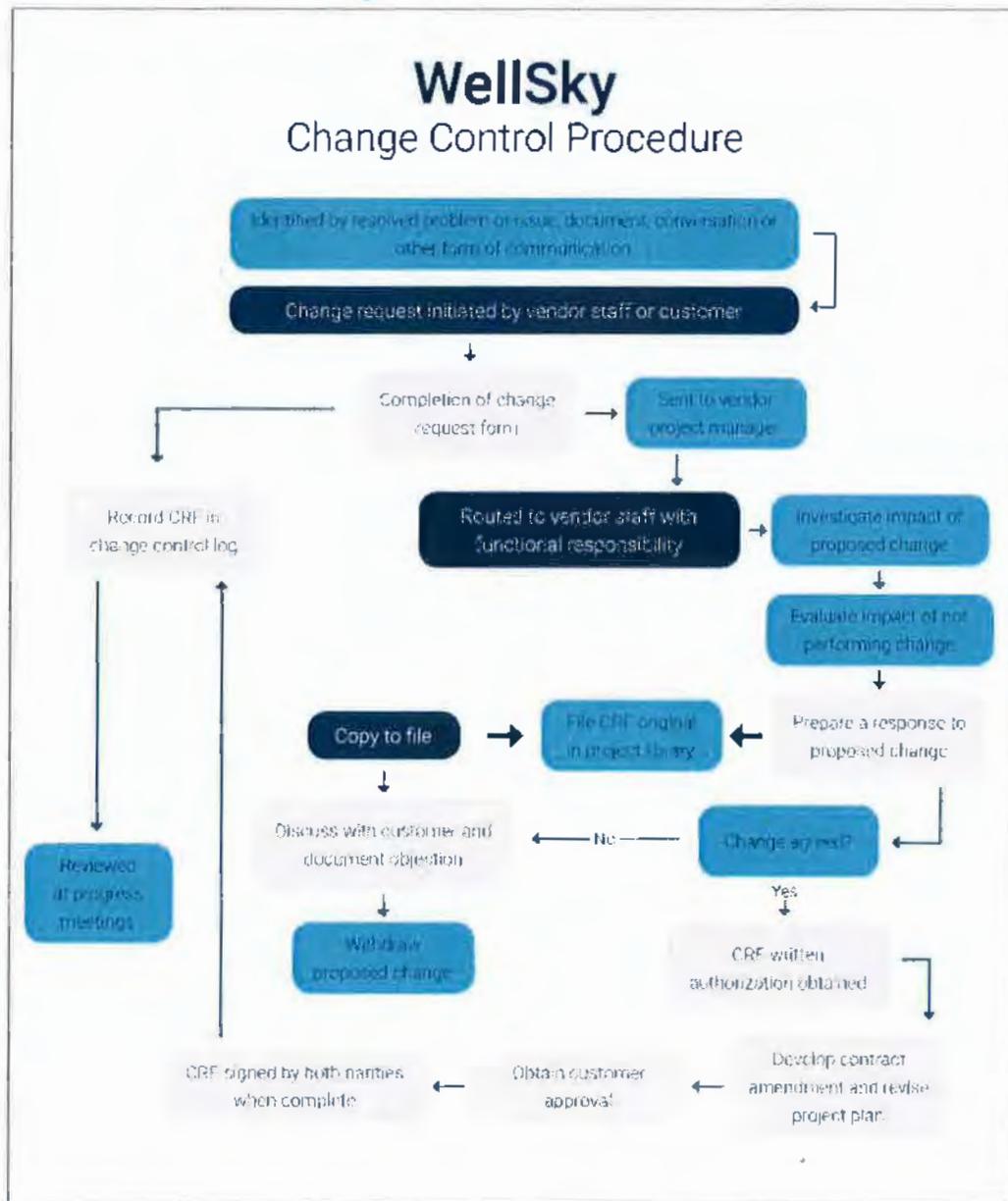


A method to schedule a completion date provided by DHHS for each change request

The Change Management Plan will be created during the planning stage for the overall project and will be updated if needed throughout the project. Significant changes to project scope, schedule, or costs will be managed through a change control process. Change requests may be initiated by the WellSky team or DHHS whenever there is a perceived need for a change that will affect the contract of work, such as schedules, functionality or cost. Change requests will be documented using a change request form (CRF) and entered in a change request log. Change requests must be approved by the steering committee. Where applicable, changes request that impact contract terms will invoke a contract amendment.

Once the change request has been approved, the WellSky and DHHS will amend the contract, if needed, and revise the project plan to incorporate the agreed upon changes. Once the contract amendment and revised project plan are approved, WellSky will begin work to implement the change. Progress on the change request will be reported at progress meetings. Change request completion will be formally documented. The change request log will be reviewed at progress meetings to check on changes that have not been completed.

WellSky Change Control Procedure





- e. **Status Reporting Plan (1.5)**
The protocol for submittal of Status Reports, including the format and media for submittal and the procedure(s) for submittal. Key information for these reports includes: summary of recent accomplishments; identification of, resolution plans, and documentation for critical issues and risks (from issue and risk management tools); activities planned for the next reporting period; and a summary of the project's progress according to the schedule, budget, and task list. Schedule monitoring will include identification of any project schedule variance that has occurred. The contractor shall submit a formal month-end Status Report in a format approved by DHHS.

Status Reports

The WellSky project manager will generate monthly project status reports as a tool to inform executives, key stakeholders, and the broader project team of all activities, deliverables, significant issues, and additional metrics and status information as required by the contract. The report will include information about planned activities for the next reporting period and potential schedule changes. Project financial status, budget utilization, and cost variance will be communicated to the appropriate stakeholders as needed.

Project Status Meetings

The project management team will plan to meet weekly to discuss project status. In these meetings, the project managers and participating decision-makers will review task progress and identify potential variances to scope or schedule. If necessary, the project team will identify change request items for escalation to the steering committee and/or executive leadership. The project managers will also address any significant risks or emerging or open issues and corresponding resolution plans.

Steering Committee Meetings

A steering committee will be established as a key component to project governance. Steering committee meetings will be scheduled monthly. In these meetings, attendees will review project progress and address any key issues that are beyond the scope of the project team, including discussion of program or organizational policy issues that impact the project. Project sponsors are included in the membership of the steering committee. The WellSky project manager will lead these monthly meetings. Executive sponsors may participate from time to time as well. The WellSky team will present a summary of the preceding month's activities and future planned activities. An agenda and presentation will be prepared and provided to the steering committee in advance of the meeting.



f. **Project and Status Meetings Protocol (1.5)**

This is the protocol for project Status Meetings. Status Meetings will be scheduled every week. The contractor's project management team, DHHS' Project Lead, and other key staff will attend the Status Meetings. Meetings will follow a standard pre-set agenda jointly prepared by the contractor and the DHHS Project Lead. The meeting agenda will be distributed twenty-four (24) hours before the scheduled meeting. The agenda should be flexible to allow discussion of other issues or concerns. The contractor must create written meeting records, in an agreed format, for the DHHS Project Lead. All meeting records and related documents will be stored in electronic format within the Electronic Project Library (EPL) (to include an index of meeting records).

Minutes and Notes

WellSky's standard practice for implementation is to conduct a Project Team Meeting on a weekly basis. The agenda is provided in the meeting minutes from the prior week to allow for all team member to prepare for the most current items. Meeting minutes are sent within 24 hours of the project meeting and contain:

- Attendees
- Next Meeting date and time
- Actions items
- Notes
- Next steps

The appropriate distribution of these items will be determined on a case-by-case basis; however, the team will promote openness and transparency to enhance general awareness of the project's progress.

g. **Electronic Project Library (EPL) (1.6)**

The contractor is required to use SharePoint to serve as a foundation for documenting contractor's efforts on this project and also acts as a repository to retain, share, and track critical project information. The EPL will include both current and historical versions of the Detailed Project Work Plan as well as all other project documents. The EPL will be maintained and remain accessible to both DHHS and the contractor's project teams throughout the life of the contract including all renewals and extensions. All project staff will be given appropriate folder-level and file-level access and restrictions according to standards agreed upon between the contractor and DHHS. The contractor will provide a description of the security measures that will be put in place to ensure that only authorized personnel have access to the EPL. As appropriate, all materials in the EPL will be indexed for easy retrieval. Contractor's designated documents and files will be maintained as part of the EPL.

WellSky will host a SharePoint site for the project as an electronic document repository for all project deliverables and documentation utilizing version control. SharePoint lists may also be used for tracking action items and change requests. WellSky will also contribute project artifacts and documentation to DHHS' designated collaboration site.



h. Security Plan (1.7)

The bidder shall describe how the proposed System shall provide application controls to prevent unauthorized use, maintain system process controls, and log all transactions. In addition, the proposed System shall provide security to limit availability to application functionality, software screens, data records, data elements, and data element values where appropriate.

If the contractor hosts the solutions, the contractor shall develop a Security Plan and document the contractor's plan to prevent unauthorized use and disclosure of sensitive and confidential data. The Security Plan shall include administrative, physical and technical safeguards. The plan must also conform to State and federal laws and regulations. The State must initially approve the Security Plan, and will, from time to time, conduct audits of the Security Plan. The contractor will provide full cooperation during those audits.

As detailed in SEC-1 of Attachment D, WellSky follows a comprehensive, multi-level security program to ensure integrity and protection of customer data from unauthorized access. This program is based on an organizational commitment to the security of customer data and regulatory compliance with HIPAA. Our security program consists of best practices technical measures and is complemented by internal operational policy and procedures.

System and Application Security

At the application level, WellSky solutions provide robust organizational- and role-level security that allows for very granular security management. This configurable application security infrastructure controls which functions a user can access as well as what data a user can access down to the field level.

WellSky Aging and Disability's role-based security allows a System Administrator to create groups that define the chapters, pages and fields that will be available to users in a specific division or functional business area (e.g., finance) and roles that further refine the areas of the application available to users with specific job functions, and their edit privileges (e.g., view, add, edit, delete, etc.). These features allow an organization to define an unlimited number of roles to help ensure that users are able to access data appropriate to their line of business and job function.

SaaS Operations Security

WellSky has a comprehensive set of internal corporate HIPAA policies, including access control policies and procedures to secure PHI. These policies include an approach that provides access to data only by essential personnel according to job requirements. All employees complete annual HIPAA training. Below are some highlights of the HIPAA policies and procedures now in place at WellSky:

- WellSky maintains on staff a Chief Security Officer, responsible for developing, monitoring, and enforcing security practices, including implementation of policies and procedures to prevent, detect, contain, and correct security violations.



- Response protocols in the event of an emergency or other occurrence that damages systems that contain EPHI, including data backup plan, DR plan, emergency mode operation plan, testing, and revising procedures.
- WellSky screens all personnel by performing reference and background checks, and by requesting information about a candidate's former work and, if any, criminal history.
- All WellSky employees, contractors, and sub-contractors are required to read, understand, and abide by Information Security policies including those noted above in 4.1, and are trained at least annually on the following requirements:
 - Protect PHI/PII - All WellSky employees, contractors, and sub-contractors are required to protect sensitive data from accidental or intentional unauthorized access, modification, disclosure, or destruction.
 - Report Violations - All WellSky employees, contractors, and sub-contractors are required to report any known or suspected violations and/or security concerns to management, Information Security, or the HIPAA Privacy Officer. All WellSky employees, contractors, and sub-contractors are required to report faulty physical controls/equipment (shredders, door locks, etc.) as well.

Below are some of the services provided as part of WellSky's SaaS solution:

- ✓ Up to date, automated real time antivirus scanning
- ✓ Firewall management/monitoring
- ✓ Hosting in a SSAE-16 SOC I and SOC II Audited Data Center
- ✓ Limited access to hosting infrastructure enforced by facility security system
- ✓ Regularly scheduled patching and security updates to the operating system, application, core network infrastructure
- ✓ Data is encrypted in transport using a third party SSL/TLS certificate, employing 2048 bit keys for digital signatures, and Counter with Cipher block chaining mode (CCM), with AES-256 for message authentication and a SHA2-256 bit hash for secure hashing.
- ✓ Data is encrypted at rest on disk for both OLTP databases and database backups using AES-256 bit encryption.
- ✓ Additional and secure network procedures to maintain security of the hosting environment
- ✓ Off site, secure storage of encrypted database backups
- ✓ Appointment of a Chief Security Officer, responsible for development, monitoring and enforcement of security practices

WellSky provides several layers for security protection in the system architecture, including:



- ✓ Perimeter defense at the network edge with firewall architecture and port/IP blocking to guard against unknown/unnecessary protocols and/or traffic from entering the production network;
- ✓ Deploying and maintaining antivirus software, operating system patches, hardware, firmware patches/upgrades;
- ✓ Routine review of system logs for security issues on network hardware and perimeter devices;
- ✓ Maintenance of Windows security group policies to prevent unnecessary execution of applications/activities in our hosted solution environment;
- ✓ User authentication to assure that users are properly authenticated in the network environment;
- ✓ User application security roles that allow access only to customer designated system resources and data based.

Physical Security

Facility entry is monitored with security cameras providing 24x7x365 electronic video surveillance of entry and exit to and from the hosting facility.

Access to the data center and hosting facility equipment is controlled by on site staff 24x7x365. WellSky employees must check in with facility security, sign a security log, and present valid government identification. Facility security staff then validate access is granted for the individual. WellSky staff are then assigned a security badge and escorted by facility security to the WellSky cabinets. Facility security staff then unlocks the WellSky assigned cabinets and grants access. All customer data and equipment is stored in locked cabinets and keys to these cabinets are provided only to the authorized personnel. An overview of each of the data centers can be found in Section 3A Data Center Specifications.

Equipment Security

Equipment is physically protected from security threats and environmental hazards. All hosting facility equipment is stored in locked cabinets. Keys are provided to the authorized personnel only.

- **Power Supplies.** The power supplies of the hosting facility equipment on which customer data is located are stored in locked cabinets. Keys are provided to authorize personnel only.
- **Cabling Security.** The network cabling located in each rack of the hosting facility equipment are stored in locked cabinets. Keys are provided to authorize personnel only.
- **Equipment Maintenance.** WellSky personnel perform equipment maintenance in secure areas in the hosting facility or transport systems to WellSky corporate offices for maintenance. In the rare circumstance requiring equipment outside of



the hosting facility, WellSky encrypts all customer data using AES-256 Bit encryption.

- **Off-Premise Equipment.** All non-production hosting equipment is stored in a WellSky facilities, protected by electronic key card access systems.
- **Secure Disposal.** All media containing customer data is destroyed securely by a NAID certified third party vendor. As needed, WellSky provides a full accounting including a certification of secure destruction and a full inventory of the media destruction by serial number.
- **Facility is masonry constructed with ballistics resistant glass.**

Software changes or software updates deployed in our SaaS environments are managed by our change control process. This ensures integrity of the operating environments. Change to actual source code is managed through our source code management tool and audit/build reports that describe exactly what was modified in the repository as well as any given build of the software package. Also, only certain individuals based on their role are privileged to have access to the source code repository. Based on their role, users may not be allowed to make functional builds of the software. This ensures that rogue builds are not created. Only authorized users are provisioned with accounts to this system and the system forces users to authenticate before gaining access. Further, log in, check outs, changes and check-ins of all files is auditable. When authorized individuals leave the organization for any reason, our corporate employee exit procedures involve disabling the individual's account.

Security Architecture

The WellSky SaaS network is segmented into three logical networks as follows:

- **Application and Web Services.** This network is isolated and contains all web/applications servers, including Internet Information Services and SharePoint Services, Active Directory Federation Servers, and load balancer virtual addresses. These servers and services are all provided private IP addresses. Public facing web services URLs are assigned a publicly routable IP address, which is mapped to a private LAN address. Web services addresses are allowed to communicate inbound and outbound on port 443. SFTP services are restricted to port 22 inbound on a public facing IP address and server, but cannot communicate with the LAN, except via a channel on port 1180 which is restricted to communications only with the public facing SFTP server.
- **Database Services.** All database servers are segments on a subnet which is isolated from the applications and web services subnet.
- **Management Subnet.** A management subnet is in place to allow remote administrative access to all server infrastructures. This subnet is only accessible via SSL VPN or with direct console access.



The ports and communications between the isolated subnets are restricted to the minimal necessary ports and services to enable the WellSky SaaS application environment to function properly.

Perimeter Security

WellSky maintains redundant firewalls and intrusion detection at the perimeter. These firewalls are configured to allow traffic on only ports 443/22 and those required for Citrix connectivity for WellSky applications delivered via the Citrix ICA protocol on port 443. The firewalls are configured to block all other traffic and enforce the network segmentation indicated above. The intrusion detection appliance detects malicious and traffic and other traffic and as needed, WellSky configured IDS policies and firewall policies to secure the environment based on IDS monitoring, cyber risk threat feeds such as NIST and best practice configuration approaches.

Auditing and Logging

WellSky provides application audit logs for each end user's access or modification of transactional data. The audit record identifies the user by unique system identifier, time and date of action, and the transactional data values before and after changes. This audit information is readily available for reporting by authorized users and provides the necessary forensics to reconstruct data manipulation sequences over time and identify the user(s) who performed the manipulation.

In addition to the application logs provided in WellSky for Aging and Adult Services, WellSky also monitors the production hosting environment for anomalies and error detection/correction. Logging is accomplished through a variety of third party and native tools. Examples include, but are not limited to:

- Internet Information Server logs
- Custom application event logs
- Windows Operating System event logs
- SharePoint logs

Vulnerability and Patch Management

WellSky conducts monthly vulnerability scans for operating system vulnerabilities using third party vulnerability management scanners, including Microsoft Windows System Update Server and Kaspersky Systems Management module. These monthly results are remediated by the WellSky SaaS team as part of the SaaS maintenance schedule.

On a monthly basis, the WellSky SaaS Team WellSky applies critical and security updates to operating systems and third party software in the WellSky SaaS environment. WellSky deploys critical Microsoft and other third party service patches to the production environment each month, as follows:



Emergency patch procedures for security related issues:

WellSky monitors vendor alerts, trusted third party advisories, vulnerability reports, and other sources to identify valid security alerts/issues. The resultant service patches are introduced into our testing and quality assurance process and are introduced into our release schedule as they become available.

WellSky installs emergency security patches immediately if the patch is deemed so important by the vendor, or by industry experts, that without it the SaaS environment would be exposed to attacks, which threaten operational integrity. Every effort is made to install these patches during regularly scheduled maintenance windows, but in some circumstances these patches are necessary on an emergency basis without prior customer notification to prevent viruses in the wild or other high security risks. As necessary, WellSky can back out these patches through restoration of the operating system to its state prior to the patches.

WellSky tests all application deployments against the latest critical and important patches from Microsoft and tests and deploys critical and important patches for the entire Microsoft platform stack (OS/SQL//SharePoint) on which WellSky products are deployed.

Personnel Security

WellSky screens all personnel by performing reference and background checks, and by requesting information about a candidate's former work and, if any, criminal history.

Security Training

All WellSky employees, contractors, and sub-contractors are required to read, understand, and abide by Information Security policies, and are trained at least annually on the following requirements:

- Protect PHI/PII - All WellSky employees, contractors, and sub-contractors are required to protect sensitive data from accidental or intentional unauthorized access, modification, disclosure, or destruction.
- Training - All WellSky employees, contractors, and sub-contractors are required to attend annual awareness training.
- Report Violations - All WellSky employees, contractors, and sub-contractors are required to report any known or suspected violations and/or security concerns to management, Information Security, or the HIPAA Privacy Officer. All WellSky employees, contractors, and sub-contractors are required to report faulty physical controls/equipment (shredders, door locks, etc.) as well.



Security Compliance & Audits

WellSky conducts various security audits of the WellSky SaaS platform infrastructure and associated SaaS applications. The audits generally consist of penetration and vulnerability scanning and a review of the architecture and operational practices and procedures performed by WellSky and its supporting third party vendors. WellSky takes aggressive action to address any issues or recommendations resulting from the audits. In addition, WellSky collaboratively works with customers who would like to conduct similar scans.

The above measures result in a comprehensive set of security tools and procedures that ensure the protection and security of customer data and the overall SaaS infrastructure. During the Software Development Lifecycle (SDLC) we perform various levels of design reviews which includes a security evaluations as appropriate. WellSky's security strategy is heavily influenced by widely recognized industry standard sources including:

- HIPAA Guidelines on Information Privacy and Security
- HI-TECH
- NIST Special Publication (SP) 800-53, Revision 4 Information Security Controls
- Open Web Application Security Project (OWASP)

Security validation continues to play an important role throughout implementation deployment. Before the system is placed into production, functional requirements, security requirements, default settings, and configured controls need to be verified through systems testing. Testing needs to verify that security requirements were implemented as specified, that security controls work as intended, and that documentation has been developed for managing future changes to any of the system's security settings. Post cutover, re-testing of security should be performed before deploying updates and approved changes to the system's configuration. As an added measure, training curriculum normally includes security awareness recommendations to prepare the workforce to operate, support, and maintain the system with controls and protections in place for sensitive or private information. Training normally occurs after testing is completed and before access to the system is permitted.

Finally, we also consult our customers for their specific security requirements, and remain committed to evolving our security practices to meet the ever-changing security landscape.



Security Plan Details:

WellSky shall submit a System Security Plan (SSP) developed in accordance with the NIST SP 800-53, Rev. 4 catalogue and NIST guidelines based on the WellSky Risk Assessment. The SSP shall address:

- Facilities Physical Security
- System Security
- System Data Security
- Administrative and Personnel Security

The Security Plan shall provide for review of the WellSky's operations and control system. WellSky has security controls in place to detect and report attempted unauthorized entries into the facility and system.

WellSky shall provide a summary overview of the security document and describe how it has been incorporated into a larger security program for automated data processing, highlighting security features of the system.

Security Plan Elements

Security Plan Element	Description
Regulations and security requirements	<i>The System Security Plan (SSP) plan will address HIPAA/HITECH in the form of the NIST SP 800-53, Revision 4 SSP with controls selected based on the WellSky Risk Assessment.</i>
System, Administrative and Personnel Security	<i>The System Security Plan (SSP) plan will address the security responsibilities of and supervision required for information owned and / or operated by the Vendor Security responsibilities include responsibilities for administration of the infrastructure, implementing or maintaining security and the protection of the confidentiality, integrity, and availability of information systems or processes.</i>
Workforce Security	<i>The System Security Plan (SSP) plan will address the control process for hiring and terminating of WellSky' employees, and method used for granting and denying access to the WellSky network, systems and applications. Identify and define audit controls when employment of the employee terminates.</i>
Role based security access	<i>The System Security Plan (SSP) plan will address the WellSky products covered under the scope of this RFP and resulting contract and methods for role-based security and access to the WellSky's infrastructure and access to DHHS' infrastructure.</i>
Password Management	<i>The System Security Plan (SSP) plan will address the appropriate password management controls to meet defined regulation or security requirements.</i>

Logging / Auditing controls	<i>The System Security Plan (SSP) plan will address</i> audit control methods and requirements.
Incident Management	<i>The System Security Plan (SSP) plan will address</i> the methods for detecting, reporting and responding to an incident, vulnerabilities and threats.
Vulnerability / Security Assessment	<i>The System Security Plan (SSP) plan will address</i> the products and methods used for scanning WellSky's infrastructure for vulnerabilities and remediation of the vulnerabilities. Identify and define methods used for initiating and completing security assessments.
Anti-virus / malware controls	<i>The System Security Plan (SSP) plan will address</i> the products and methods for anti-virus and malware controls that meet industry standards. The SSP includes policy statements that require daily and weekly anti-viral software checks of the system to preclude infections and set forth its commitment to periodically upgrade its capability to maintain maximum effectiveness against new strains of software viruses.
Firewall	<i>The System Security Plan (SSP) plan will address</i> the products and methods for firewall change control process and intrusion detection methodology.
Database	<i>The System Security Plan (SSP) plan will address</i> the products and methods for safeguarding the database(s), including access control, auditing, change control and monitoring.
Server and infrastructure	<i>The System Security Plan (SSP) plan will address</i> the products and methods for "hardening" of the hardware' operating systems, including baseline configuration and routine and emergency patching
Transmission	<i>The System Security Plan (SSP) plan will address</i> how WellSky products and transmission methods meet or exceed encryption standards fusing TLS 1.2 and secure ciphers. and communication transmission, access and message validation.
Data Integrity	<i>The System Security Plan (SSP) plan will address</i> the how WellSky products assure the integrity of all stored data and the electronic images, and the security of all files from unauthorized access.

Security Plan Tasks & Deliverables

Task	Details	Deliverables
Kickoff Meeting	Timeline, Overview, SISP plan review, stakeholder identification and task timeline. Includes preparation time.	1) Timeline, 2) Overview presentation, 3) SSP plan review, 4) stakeholder identification and task timeline.
Revise WellSky Standard SISP Document	Revise standard SISP, update architecture section to match NE infrastructure. Includes all WellSky modules	5) SSP Draft #1 with NIST 800-53, Rev 4 Controls documented



Interface/Customization Security Review	Incorporate all aspects of the existing in scope interfaces into SISP.	6) SSP Draft #2
Final Revisions	Final Document assembly.	11) Final Document assembly, including all attachments, and appendices. Final version to be provided electronically via SharePoint in PDF and Word/Excel format and not hard copy.

- i. **Business Continuity/Disaster Recovery (1.8)**
The contractor must develop a Business Continuity Plan which includes the following:
- i. Identification of the core business processes
 - ii. For each core business process:
 - a) Identification of potential system failures for the process,
 - b) Risk analysis,
 - c) Impact analysis, and
 - d) Definition of minimum acceptable levels of outputs.
 - iii. Documentation of contingency plans;
 - iv. Definition of triggers for activating contingency plans;
 - v. Discussion of establishment of a business resumption team;
 - vi. Maintenance of updated disaster recovery plans and procedures; and
 - vii. Plan for replacement of personnel

WellSky's Disaster Recovery (DR) approach employs a dual data center strategy. The physical location and description of the location of WellSky hosting infrastructure is indicated below:

Location Name	Description	Link to Data Center Specifications
Production Data Center	zColo by Zayo 1764A Old Meadow Lane, McLean, VA 22102	https://www.zayo.com/services/data-center-colocation/facilities/1764a-old-meadow-lane/
Disaster Recovery Data Center	TierPoint Kansas City-Lenexa 14500 W 105th St Lenexa, KS 66215	https://www.tierpoint.com/data-centers/kansas/kansas-city-lenexa/

TierPoint serves as failover site in the event of disaster at the WellSky contracted Zayo primary hosting facility, in McLean, VA. This Disaster Recovery (DR) site is on standby in case a catastrophic event occurs that renders the Zayo hosting facility inaccessible or



unusable. The architecture of the DR site is a scaled down replica of the production architecture.

The required level of redundancy and capacity is not as high for the non-production environment such as development and training and as a result, the footprint has been scaled down accordingly.

The disaster recovery site is hosted in a geographically disperse data center (TierPoint located in Lenexa, KS) by WellSky. This would serve as failover site in the event of disaster at the WellSky contracted Zayo primary hosting facility, in McLean, VA. This DR site is on standby in case a catastrophic event occurred that rendered the WHS hosting facility inaccessible or unusable. The architecture of the DR site is a scaled down replica of the production architecture.

The production environment will be housed in the Zayo Data Center in Mclean, VA. The non-production environment will be located in the TierPoint facility in Lenexa, KS.

The WellSky contingency plan involves the following key components:

- Routine Business Impact Analysis (BIA). This exercise inventories all critical components of the SaaS operation and results in a prioritization of risk to the SaaS operation. WellSky also conducts a BIA for corporate systems including customer service, finance, human resources, and corporate email.
- Redundant SaaS architecture;
- Backups stored locally in the production data center. Replication of backups nightly to our DR data center.
- Two site data center design for Disaster Recovery (DR), designed for recovery in the event of a disaster affecting the production data center
- A contingency/ Continuity of Operations Plan (COOP) that enables WellSky workers to work remotely or in alternate offices in the case of damage affecting the Reston or Essex Junction WellSky offices.
- Designation of key personnel assigned to DR procedures with routine updating of contact lists.
- Collection of key vendor and supplier and contract information in case needed to support recovery efforts.
- Detailed technical recovery strategies, disaster declaration procedures outlined in the WellSky SaaS DR plan.
- Annual tabletop exercise conducted for the WellSky SaaS operation by an independent third party specializing in business continuity and disaster recovery.



The results of these efforts are manifested in WellSky's proven track record in the following areas: a) application availability, b) excellence in operational performance, and c) innovation in serving DHHS. Examples include:

- In 2014, WellSky completed a data center move, implementing a geographically dispersed two data center design for our SaaS footprint.
- We average 64TB of customer data successfully backed up each month across more than 550 databases.
- In Q1 2016, we increased our MPLS circuit throughput for disaster recovery and two site replication by a factor of 10 to address finding from our review of performance metrics.
- Routine testing of database restores to validate backup success and integrity.
- Executive Summary reports summarizing the DR tabletop exercise.

A high-level DR design topology has been provided below in Figure 1

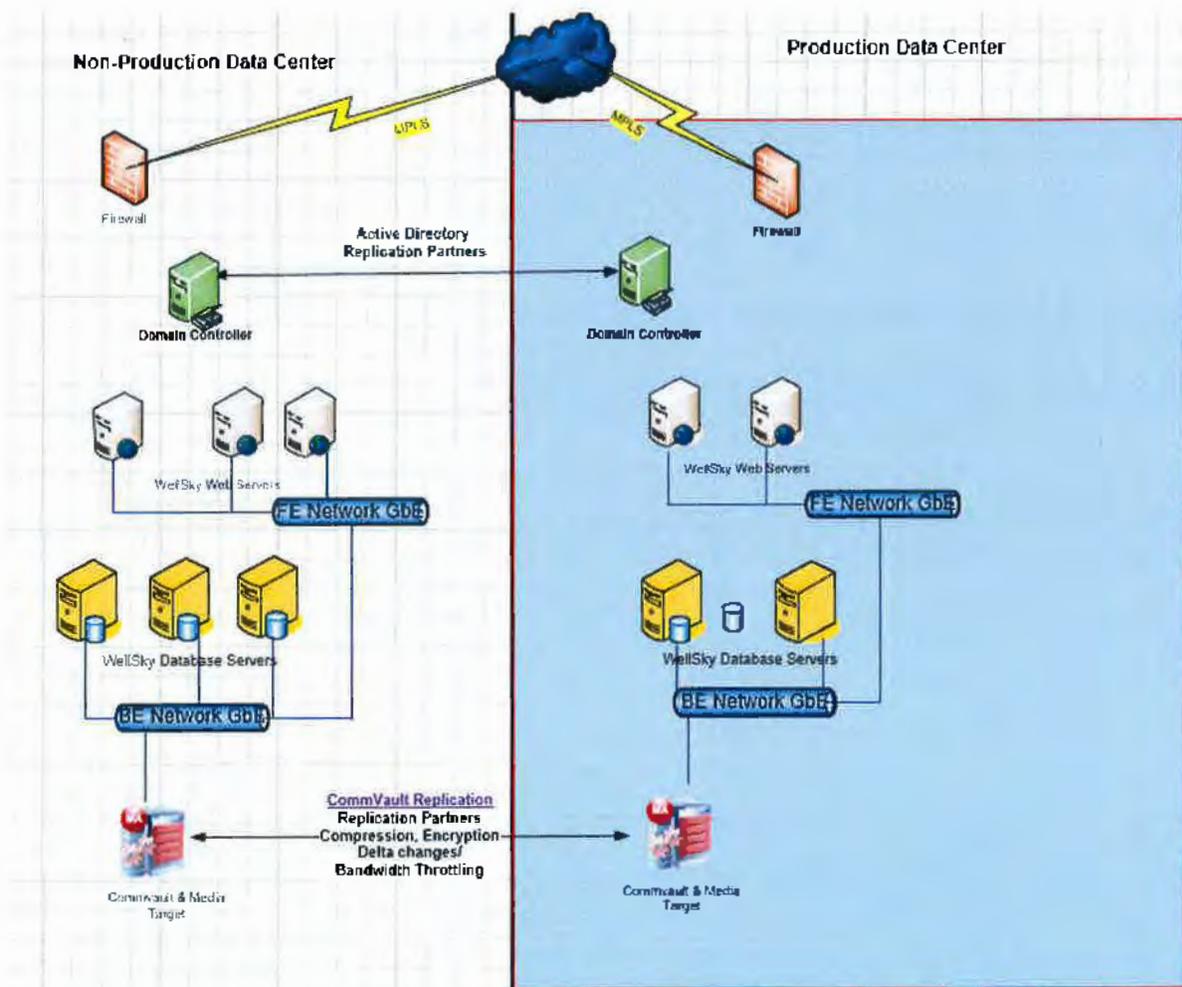


Figure 1



WellSky maintains non-production hardware and virtual infrastructure at the secondary facility. These environments are on standby and in the case of a disaster, are repurposed as production environments.

Below is an explanation of Figure 1:

- WellSky has provisioned an MPLS circuit for connectivity between data centers, enabling site to site replication of domain information and backups;
- Active Directory domain information is replicated real time between the primary and secondary data centers.
- WellSky web/application servers are on standby at the non-production data center. Each time a new production application deployment takes place, WellSky updates the DR environment web servers to match the production version. The intent is to maintain the same version of application code/build deployed in both the DR and production environments.
- WellSky database (DB) servers are on standby at the non-production data, ready to receive database restoration from the replicated backups of production data.

In the event of a catastrophic disaster at the production data center, WellSky confirms domain replication status of Active Directory. Existing capacity at the secondary site is used for initial application installation and restoration of the most recent database backups. Additional capacity is then provisioned. Once the initial footprint is operational, WellSky initiates a DNS change to redirect the production application URL to the new production instance of the application running at the secondary data center. Until full DNS propagation is complete, WellSky provides the customer with a direct interim IP address. Incremental capacity is provisioned until either:

- we reach full production capacity,
- we roll back to the original production data center, or
- a replacement footprint is established at another location

WellSky modifies its disaster recovery process as the state of technology, industry best practices and operational needs change.



REQUIREMENTS ANALYSIS (2.0)

The outcome of Requirements Analysis is a set of documents that define the details of the system functionality. These documents will be developed in conjunction with the Functional and Technical Requirements Traceability Matrices.

a. REQUIREMENTS VALIDATION DOCUMENT (RVD) (2.1)

Attachments B and D contain DHHS' functional and technical requirements for the proposed solution. The bidder shall validate existing RFP requirements to provide the level of detail necessary for any further design, development, or implementation activities that address each of the two Divisions' requirements. Such further detail and definition are to be considered within the scope of the original RFP requirements and contract.

Requirements Management

WellSky will conduct a Process Analysis to crosswalk and document functional requirements defined in the contract and specific business requirements gathered during discovery. WellSky will track the solution mapping approach and status through the design, configuration, and validation stages, as well as any change requests during the implementation cycle.

The WellSky Team will produce a variety of functional and technical design documentation based on the requirements types.

Category	Requirements Type	Design Documentation
Functional	User Workflows	Business Process Analysis
Functional	Data Sets	Configuration Workbook
Functional	User Security Profiles	Configuration Workbook – Access Roles
Technical	Data Conversion	Conversion Workbook

Workflow Requirements

WellSky will gather user stories as well as basic use case definition during initial discovery. Over the course of Solution Mapping, WellSky and DHHS will elaborate these items into detailed user workflows and use cases. User workflows and use cases will serve as the basis for process validation during User Acceptance Testing as well as training guide content.

Configuration Requirements

WellSky's Configuration Workbook documents the standard, default solution configuration settings. The WellSky Team will update the Configuration Workbook to capture DHHS' specific configuration requirements and metadata. The Configuration Workbook includes:

- Program Definition: service programs, services, funding sources, topic lists
- Organizations: agency, providers, sites, and related associations
- Access Roles: security privileges for user access to relevant solution features
- General: various tables to populate standard list items



Requirements Approval

During the Solution Mapping process, WellSky will deliver process and configuration documentation incrementally for Department review and approval prior to configuration. Upon completion of Solution Mapping, WellSky will compile the process and configuration documentation for formal deliverable review and acceptance prior to User Acceptance Testing.

b. FIT/GAP ANALYSIS (2.2)

The fit/gap analysis will document the disposition of each requirement and the resolution of identified gaps (e.g., customization, workaround, eliminate requirement). The contractor shall assist DHHS in identifying appropriate business process improvement opportunities, documenting the recommended changes, and planning and implementing approved business process changes. Traceability and mapping are key components throughout this process.

WellSky's approach to requirements mapping and traceability will include a fit/gap analysis documenting the disposition of each requirement and the resolution of identified gaps. As noted previously, WellSky's approach includes assisting DHHS in identifying appropriate business process improvement opportunities, documenting the recommended changes, and planning and implementing approved business process changes.

c. PILOT/PROTOTYPE (2.3)

The Requirements Analysis activity will include a pilot prototype system integrated with the business process analysis and software configuration process.

WellSky plans to leverage successful implementations of the *WellSky Aging and Disability* software in use by existing NE AAAs by utilizing configuration points and components to produce a State Database. By further analyzing the current use with existing AAAs as pilot prototypes, WellSky will be better positioned to identify configuration needs to expand the system usage as necessary.



DESIGN, DEVELOPMENT, AND IMPLEMENTATION PHASE

The following table contains a list of the requirements and due dates expected of the contractor for the Design, Development, and Implementation (DDI) phase of the project. Details for these requirements follow, in the text after the table.

	Phase	Requirements	Please Insert Anticipated Timeframe
3.1	3.0 Design	Detailed System Design Document (DSDD)	Due dates to be determined in the Detailed Work Plan
3.2		Testing Plan	Due dates to be determined in the Detailed Work Plan
4.1	4.0 Development, Interfaces, Integration	Software Development Plan (if needed)	Due dates to be determined in the Detailed Work Plan
4.2		Development/Customization (if needed)	Due dates to be determined in the Detailed Work Plan
4.3		Software Development Summary Report(s) (if needed)	Due dates to be determined in the Detailed Work Plan
4.4		Schedule of interface development efforts	Due dates to be determined in the Detailed Work Plan
4.5		Interface Environment Setup	Due dates to be determined in the Detailed Work Plan
4.6		Interface Development and Testing	Due dates to be determined in the Detailed Work Plan
5.1	5.0 Data Conversion	Data Conversion Plan and Guide	Due dates to be determined in the Detailed Work Plan
5.2		Conversion Results Report	Due dates to be determined in the Detailed Work Plan
6.1	6.0 Testing	User Acceptance Testing Plan	Due dates to be determined in the Detailed Work Plan
6.2		System Testing Results Report	Due dates to be determined in the Detailed Work Plan
7.1	7.0 Training	Training Plan	Due dates to be determined in the Detailed Work Plan
7.2		Onsite Train-the-Trainer session(s)	Due dates to be determined in the Detailed Work Plan
7.3		Video sessions	Due dates to be determined in the Detailed Work Plan
7.4		Training Manuals	Due dates to be determined in the Detailed Work Plan
8.1	8.0 Implementation	System Implementation Plan	Due dates to be determined in the Detailed Work Plan



	Phase	Requirements	Please Insert Anticipated Timeframe
8.2		Problem Resolution Plan	Due dates to be determined in the Detailed Work Plan
8.3		Final Readiness Assessment	Due dates to be determined in the Detailed Work Plan
8.4		Documentation	Due dates to be determined in the Detailed Work Plan
8.5		System Go-Live	Due dates to be determined in the Detailed Work Plan

1. DESIGN (3.0)

As necessary to meet the requirements of this contract, the contractor will conduct design sessions, Joint Application Development (JAD) sessions, business rules sessions, and workflow sessions to develop the Design requirements. Prior to each session, the contractor shall develop/update proposed preliminary designs to the extent that it is possible and present it at the session.

- a. The contractor shall evaluate the detailed design and test requirements considering:
 - Traceability to the requirements of the software item
 - Consistency with architecture
 - Feasibility of testing
 - Feasibility of operation and maintenance
- b. **Detailed System Design Document (DSDD) (3.1)**
 The DSDD shall be approved by DHHS. The DSDD must be updated to reflect changes identified through the DDI phase. Updated sections must be provided to DHHS for review and written approval within ten (10) days of a system change.
- c. **Testing Plan (3.2)**
 The contractor shall also define and document test requirements and a schedule for testing software units. Testing requirements shall include any compliance testing with the industry standards and regulations.

Solution Mapping: Discovery

The WellSky Solution Mapping process encompasses discovery, requirements definition, design, configuration, presentation, and validation in an incremental and agile work process. The first stage of the process involves requirements analysis and solution design sessions. WellSky's lead implementation consultant will serve as the architect of Solution Mapping. In the initial discovery sessions, the lead consultant will work with DHHS subject matter experts to map out the range of business requirements, collecting user stories and use cases into an inventory and assessing their size, complexity, and priority, and identifying initial map/gap analysis.

The primary goal of the discovery process is to conduct a detailed review of DHHS' business processes and business needs for map-gap analysis and solution configuration design. During requirements definition and design, WellSky will incorporate high-level knowledge transfer to DHHS on the *WellSky* toolset and how those tools are used to configure the system; this will help DHHS to more effectively conceptualize and validate how particular requirements are accommodated by the



system. When useful, WellSky will create design or configuration prototypes as proof-of-concept to facilitate requirements and design approval.

WellSky will take an integrated approach to discovery and design, addressing technical deliverable requirements in conjunction with functional and process requirements, defining system and interface workflows in conjunction with user workflows, and analyzing reporting and data output needs in conjunction with data input and collection requirements.

Through discovery and requirements definition activities, WellSky will produce the process and configuration documentation.

Solution Mapping: Configuration

Building on the design inputs from requirements discovery, the WellSky team will conduct configuration. The WellSky team will actively manage configuration tasks and assign tasks to the sprint schedule for target completion. Implementation consultants and technical consultants will configure system and technical deliverables and perform unit testing in preparation for validation by DHHS in preparation for User Acceptance Testing.

2. DEVELOPMENT, INTERFACES, AND INTEGRATION (4.0)

a. DEVELOPMENT

- i. **Software Development Plan (4.1)**
If needed, the contractor shall create the Software Development Plan, which shall describe the contractor's methods and process for using a systematic, documented approach for all software development activities and the environment.
- ii. **Development/Customization (4.2)**
If needed the contractor shall complete any customization development.
- iii. **Software Development Summary Report (4.3)**
If needed, the contractor shall provide to DHHS a Software Development Summary Report (4.2) during the Development work as requested. The report must contain, at a minimum:

Major products developed, delivered, or updated
Identification of all issues that have arisen and resolutions (identification of issues/risks that may impact the next phase)

Based on the functional and technical requirements as outlined in Attachments B and D of the RFP, WellSky does not anticipate any new software development or product enhancement as part of this engagement.



If DHHS identifies additional requirements during implementation and development is contracted via change order, WellSky will comply with the requirements of this section of the scope of work.

b. INTERFACES

Two AAAs use WellSky *WellSky Aging and Disability* product. The proposed system must electronically interface client and service information with WellSky *WellSky Aging and Disability* product. The proposed system must interface at least four times per day.

The proposed System must also support functionality to extract a file in a standard file format (i.e. .xls, .csv, etc). Appendix A-1 & 2 reflects software in production.

- i. **Schedule of interface development efforts (4.4)**
Develop a master schedule of interface development efforts (4.4) that is integrated with the Detailed Project Work Plan.
- ii. **Interface Environment Setup (4.5)**
The Contractor is responsible for ensuring that a stable and accessible interface testing environment is available by an agreed upon date.
- iii. **Interface Development and Testing (4.6)**
The contractor shall be responsible for developing all the necessary interfaces. This includes interface design, development, validation, testing, and documentation. DHHS will coordinate any required interactions with other parties who will need to modify their systems to use these inbound and outbound interface datasets.

The contractor shall be responsible for developing interface standards for any electronic interfaces into the proposed System. The contractor shall also assist the electronic interfaces into the proposed System by providing consulting support and assistance with testing at no additional cost to the State.

Requirements for integration of the *WellSky* solution to other DHHS and State systems are addressed through a collaborative process in which WellSky works closely with DHHS in requirements discovery, design, construction, validation, and delivery. Collectively, the WellSky team members and DHHS team members working on integration development are considered the “Integration Team.”

Integration design involves discussions with team members from DHHS and/or other State agencies who are familiar with the systems that will need to be integrated to the WellSky system. These discussions will involve designing the most effective integration technique based on the nature of the integration requirements, such as data volume, frequency of request, and capabilities of the systems being integrated. The integration techniques will cover details on:

- Data Transport (e.g., HTTPS, SFTP)
- Data Format (e.g., XML, formatted flat file, EDI)
- Catalyst (e.g., is the integration event driven, time driven)
- Call flow (i.e., inbound, outbound, or bi-directional)



Further, design decisions may bring to light changes that may need to be made to either the WellSky system or State system to support the integration. Error and exception handling also are defined to address how each system will deal with abnormal situations such as the target system being unavailable for a period of time. This should address any required "retry" logic, notifications, and data synchronization that may need to occur as a result.

Integration Approach

These and other design details are documented in the Integration Design Document. The document will be presented to DHHS for review and feedback. Iterative cycles of review and modification to the document will continue until it is ultimately approved by DHHS. Time limits for review feedback will be established at project kickoff. The review involves tracing design elements back to the requirements matrix.

WellSky uses a proven Agile methodology for the development of interfaces. The process is highly collaborative and uses standard Agile sprints.

Requirements Phase –WellSky works closely with interface stakeholders within DHHS and individuals who are knowledgeable about the functional and technical details of the DHHS system that WellSky will interface with. The resulting artifact is a requirements specification that outlines the detailed functional, technical, and performance requirements for the interface.

Design Phase – In this phase WellSky collaborates with DHHS and the DHHS system owners to design the most appropriate interface to meet the requirements established during the requirements phase. In this phase, technology and architectural decisions are made and a requirement tracing step is performed to ensure the design aligns with requirements. A design specification is produced which provides specific details about the design and highlights important development and testing considerations which should be accounted for in later phases. WellSky supports the following integration approaches.

- *Web Services using XML or JSON as the data format and HTTPS as the transport:* WellSky implements its web services using a proprietary message broker implemented in .NET. This module is used to expose web services for systems calling the WellSky system and used by the WellSky system to call web services exposed by other systems.
- *Character delimited flat files exchanged using SFTP or FTPS as the transport:* The data is loaded into the WellSky solution using Microsoft



SQL Server Integration Services (SSIS). For outbound integrations, data is extracted from the *WellSky* solution database using SSIS.

- *HIPAA compliant EDI transactions:* WellSky uses the Altova MapForce tool to consume and produce HIPAA compliant EDI transactions such as 837/835s for claims and 270/271s for eligibility information.

Development Phase – In this phase the interfaces are coded based on the design. Unit test cases are documented, executed and stored in the test system. Unit test results are also documented.

Test Phase – In this phase final test cases are agreed upon and documented in the test case management system. Tests are executed and results documented. Test cases are traced back to the details in the requirements specification and failed tests are logged in the defect tracking system. The WellSky implementation team would work closely with the owners of the DHHS systems to coordinate iterations of test execution and defect corrections until the interfaces are confirmed to be working as specified.

The process is collaborative and anticipates DHHS involvement. The process requires DHHS to formally approve and accept all artifacts and work products completed in each phase prior to moving to the next phase.

3. DATA CONVERSION (5.0)

The contractor shall have responsibility for converting client demographic data from the NAMIS and ADRC referral dashboard systems into the proposed System. The contractor will work with DHHS to obtain data conversion files containing the data elements in the format and the agreed-to timeframe necessary to support testing, conversion, and overall project plan.

a. DATA CONVERSION PLAN AND GUIDE (5.1)

The contractor shall lead interactive conversion strategy sessions with DHHS and other stakeholders to develop a Data Conversion Plan that addresses all components of the data conversion phases to include but not be limited to: development of conversion rules and process (Conversation Guide (5.2)) such as data element mapping crosswalks, data cleansing, data synchronization for initial and interim conversion activities leading up to the final data conversion, and frequency of interim conversion events and final conversion execution.

b. CONVERSION RESULTS REPORT (5.2)

The contractor shall execute the data conversion activities according to the Data Conversion Plan and Guide. The final step of the data conversion process is the Conversion Results Report.

When scoping a data conversion project, WellSky employs the use of the most appropriate tools and technologies to support migration and transformation of data from external systems. The data conversion goals lead to a single consolidated database while maintaining the integrity and business functionality driven by the migrated data



elements. WellSky's standard data conversion methodology involves a specific set of procedures and controls that result in a predictable and repeatable process that ensures timely and accurate results.

Data Conversion Methodology

As noted in WellSky's response to DBM-5 in Attachment D, WellSky performs data conversion in almost every implementation of a system, and, therefore, brings to this engagement experience in hundreds of successful data conversion efforts. The methodology and processes outlined below have been honed and refined to align specifically with the implementation of the *WellSky* solution proposed.

The data conversion methodology refers to the specific set of procedures and tasks used to manage and control conversion of data into the *WellSky* solution SQL database using SQL scripts. The data conversion process is vital to the success of an implementation and should be planned carefully with committed data conversion team members from both WellSky and DHHS. This methodology helps ensure that the entire data conversion task results in an accurate migration, ultimately resulting in a more comfortable user group and a more manageable end-user learning curve. WellSky's Data Conversion Plan comprises an orientation phase, a review and test phase, and a final live conversion phase.

To facilitate conversion, WellSky relies upon a standard, single, prescribed data conversion schema submission file for data conversions. This standardized single file format and its data elements are a product of lessons learned through years of data conversions. Use of the conversion template provides the following benefits:

- **Predictability** — A single file format with prescribed data elements naturally lends itself to an increased success rate for live conversion because it helps ensure data consistency across disparate systems. WellSky is able to take a sample of client data, test convert it, work through possible data source issues, and provide higher predictability of a successful live conversion.
- **Cost Efficiency** — A single file format and prescribed data set reduces the risk of incomplete data submissions or multiple data source conflicts, which can result in unplanned data cleanup or multiple data conversions. The single file also permits easy mapping of DHHS data to *WellSky's* schema through a data crosswalk exercise.
- **Time Efficiency** — Use of the conversion template eliminates the need for custom scripting to import the data to the new system.

WellSky's approach is predicated on close collaboration with DHHS resources to complete data conversions. If needed, WellSky's role in conversion may be expanded



under a change order to include providing additional assistance or staffing to complete tasks required of DHHS.

Approach

1. Solution mapping sessions (SMS) are conducted to determine how the customer will use *WellSky Aging and Disability* and, therefore, the critical data elements that are needed.
2. Based on the data gathered in the SMS, WellSky's implementation services and data conversion specialists work with the customer to identify the subset of data elements available in a standard data conversion that will be used in the current implementation.
 - This is documented in the *WellSky Data Conversion Workbook*
3. The customer populates the Data Schema provided by WellSky with the information agreed upon in the *Workbook*.
4. The data is imported into a non-production site and reviewed by WellSky and the customer. Several iterations may be required to identify and resolve data issues.
5. Prior to go live, data is imported into the customer's production site and a final review is done.

Migration Assumptions

- WellSky will make reasonable efforts to accommodate customer-specific data conversion needs within a standard data conversion but retains the right to make the final decision as to whether or not a given field is included in a standard data conversion.
- Customer will provide data in the format prescribed by WellSky.
- Customer will "scrub" data prior to submission to ensure a clean conversion.

Includes, but is not limited to

- Removing/merging duplicate records
- Removing or editing data that contains inappropriate values and/or special characters
- Removing records that should not be imported
- Aligning or mapping values in legacy data to allowable values in *WellSky*
- Editing records/values to match destination data types in *WellSky* (e.g., cannot import alphabetic characters into a numeric field)



4. TESTING (6.0)

The contractor shall be responsible for carrying out unit, system, and integration testing for all programs, modules, and sub-systems throughout the development and management life cycles. The contractor is responsible for successfully completing system and user acceptance testing prior to implementation.

The contractor is responsible for certifying that each program, module, and sub-system meets or exceeds all of the functional, technical, and performance requirements prior to implementation. The contractor shall be responsible for working with DHHS in structuring testing environments that mirror the production environment.

a. USER ACCEPTANCE TESTING PLAN (6.1)

The contractor is also responsible for the initial development of User Acceptance Testing test scenarios, building detailed testing scripts, determining expected results, establishing testing procedures and protocols, etc. DHHS must approve in writing all test scenarios prior to testing. Acceptance testing will include testing by users of all system functions, including but not limited to, proper functioning of software, hardware and network components, as well as both data content, output, and connectivity components. It also offers the opportunity to test documentation, procedures, and business processes.

b. USER ACCEPTANCE TESTING RESULTS (6.2)

The contractor is responsible for the management of the testing effort and other related events and communicating this ongoing information with the State testing team. The contractor must provide DHHS with all test results, to include the tracking and correction of deficiencies. DHHS will not procure testing tools for this project and any testing tools proposed shall be provided by the contractor and licensed by the contractor for use by its staff and the applicable DHHS staff for the project at the testing site. If needed, the contractor shall provide any required training on the proposed testing tools to all State staff that will be required to use the proposed testing tools at no cost to the State. At the end of the engagement, testing artifacts will be transferred to DHHS. The contractor shall also provide any needed testing infrastructure (desktops, servers, etc.) and/or licensing to support any contractor-provided testing tools.

WellSky will submit User Acceptance test scripts and test plan during the Validation Phase of the project. DHHS is responsible for conducting the tests.

User Acceptance Testing

The User Acceptance Testing (UAT) is facilitated by DHHS's project team with the assistance of the WellSky project team. Test cases and scripts will be prepared by WellSky and the team from DHHS. UAT is the first opportunity for DHHS do a hands-on validation of the configuration of the solution. The parties will work collaboratively through the validation. The formal UAT period will be limited in duration as defined in the Test Plan and the comprehensive project schedule. WellSky will identify and designate a schedule and protocol for the reporting and remediation of identified defects, so as to capitalize on the testing expertise and configuration resources for effective resolution. As defined in the testing procedures and documented in the appropriate test plans, WellSky and DHHS will agree on the severity rating of identified issues and the appropriate resolution plan for such issues.

The Project Team will provide for UAT the test scripts defining the tasks to be performed and the expected result of performing each task. The specific tasks and functions to be performed will be stated in the UAT scripts, as extracted from the



requirements defined during requirements gathering. DHHS will be responsible for providing business case scenarios to illustrate the user – defined tasks and steps.

The Project Team will be responsible for facilitating the system UAT conducted for the deployment. DHHS and WellSky will collectively be responsible for testing the application with the use of the standard testing and business case scenario scripts described above. DHHS will continue to perform its testing and validation of the system, reporting issues encountered in accordance with the defined Testing Plan.

5. TRAINING (7.0)

a. TRAINING PLAN (7.1)

The contractor shall detail all activities for training in the proper use of the proposed System¹. It will provide a description of the train-the-trainer strategy including methods, materials, and timing. The contractor must submit the Training Plan to DHHS two (2) months prior to the train-the-trainer session(s). This will allow time to prepare the necessary logistics for the session(s).

b. TRAIN-THE-TRAINER SESSION(S) (7.2)

The contractor shall provide onsite training (6.2) for approximately twelve (12) trainers at a single DHHS location in Lincoln, Nebraska. Training materials for the train-the-trainer session shall be provided to DHHS a minimum of three (3) weeks before the onsite training session(s). The contractor shall provide leave-behind materials specific to the trainer group and will be available for limited on-going advice to ensure the success of the train-the-trainer approach.

The contractor shall provide, at no additional cost to the State, supplemental training for the trainer group if the State determines that significant system updates occurred. This supplemental training may occur onsite or via video conference, web portal, manual, or other mutually agreeable delivery method.

c. VIDEO TRAINING MATERIALS (7.3)

The contractor shall make available video training for those who need a refresher lesson after the training. Multiple instances of each function will need to be developed if there are variations between the participating AAA's as each may have a slightly different view of the system (menus, options, and workflow differ based on user log in). These video sessions may be provided via web portal, CD, or other mutually agreeable delivery method.

d. TRAINING MANUALS (7.4)

The contractor shall provide manuals for each type of training (such as new user and administrator) including quick start guides and FAQs. These manuals may be provided via web portal, CD, or other mutually agreeable delivery method.

WellSky follows a specific process in developing and delivering our solution training, as follows.

Development of a Training Program Plan

During the training plan process, we work with the customer's Training Lead to review the available budget, contracted deliverables, and training approach, as well as the related assumptions, available resources (e.g., program specialists, business analysts), and any known constraints in developing a plan and schedule to getting end users through their Preparatory training. It is essential to know how many users need training



and the role(s) of those users in their post-deployment work. Some users may have multiple roles. We will know how many users are licensed, and DHHS must confirm the various roles to be trained and identify which users need which feature(s). This analysis helps to shape the overall training scope for the project, which may be unclear or even unknown at the time of contracting.

Our typical plan outlines all of the role-based classes needed, any specific custom content to be developed by the team, the estimated counts of sessions and students to be accommodated, and the dates, times, and locations of the training deliveries to be made. A comprehensive schedule is created with customer's involvement, although the customer is responsible for facility arrangements and printing of any training materials to be distributed in hard copy.

To gather the essential information needed, our implementation consultants will perform a discovery and needs analysis process to elicit and assess:

- The key roles to be trained
- The general technical proficiency of the stakeholders in those roles
- The knowledge required to ensure role-based proficiency with the new system
- Locations and localized requirements for training

The information collected is used to define the training program management approach for managing scope, quality, risk, schedule, and deliverables.

The Training Program Plan provides the information needed to help generate organizational support for end-user training participation, including a preliminary timeline in alignment with the overall project plan. The plan identifies any known risks of relevance and identifies contingency planning to avoid or minimize delays in end user training should the risks come to pass. The Plan outlines the approach to delivery (train the trainer as well as end user) sequencing and scheduling, with attention to delivery logistics and constraints, such as the ability to group training participants into cohorts for assignment to modules, courses, tracks, and/or classes as applicable. The timeline generally places end-user training close to the planned deployment dates to enable users to "go live" while their training is still "fresh" in their minds.

A final section of the Training Program Plan includes a manifest of training materials to be developed and/or customized for the project rollout.

Production of In-Scope Courseware and Materials

From our perspective, teaching is more than providing instruction on which buttons to push and when; it is an interactive process that can make or break system adoption. Our approach to curriculum in general involves a role-based instructional design



philosophy that users need training based upon the specific features or functions related to their work role(s).

Some subjects, including system navigation, display options, and how to run reports, are universally applicable to all users of those features. Other courses are needed by only some users. For instance, Care Managers usually have a different set of needs than Contract Administrators. Good curriculum is based on an understanding of these differences. “Care Manager” may have differing job tasks from State to State, from regional office to regional office, and from provider to provider. An essential part of planning for end-user training is to discover general details about “typical” roles as they are structured within a particular organization and to identify any distinct roles that may fall outside of the traditional list.

A key goal of role-based curriculum is to give users the education they need with minimal distraction by exposure to content that is not applicable to them. For example, delivering a single class for “providers” is likely to be ineffective. Providers of certain services will use different system features and work flows than other providers delivering different services. When both are trained together, each group spends extra time learning about features they will never use. Ultimately, both groups end up somewhat confused about what they learned, and neither group may be properly prepared to use the system. WellSky’s approach therefore aligns the various modules needed by each role into separate “tracks” that enable users to take the courses that matter most to them as individuals.

Our “standard” curriculum reflects the practical application of role-based expertise developed over years of assessing what worked well in previous implementations, with updates to reflect customer-specific workflows and emerging trends in program operations. Standard materials are an excellent foundation for any organization’s end-user training phase. Combined with the customer’s knowledge of their own policies, standards, and program operations, our curriculum provides an excellent “head start” towards developing customized, role-based materials.

In the training production activity, learning objectives are evaluated, tested, and refined to ensure that trained users will be sufficiently proficient in using the system for their specific work roles. We outline the targeted content for each course or learning module to be developed. For instructor-led classes, such as for project team training, UAT training, Technical Training, and support and administration training, the next step involves producing the initial course descriptions, agendas, and training manuals. Components for each course, regardless of format, are augmented or combined with other in-scope learning elements as per the Training Program Plan. These elements may include webinar presentations, e-learning materials, online simulations, and/or



video tutorials. A blended approach enables the team to create comprehensive courseware customized for the project's specific needs. Developed materials are reviewed internally for quality by our staff. When cleared for release, materials may be submitted to customer resources for independent validation and verification or acceptance review as applicable per the project plan.

Plan and Execution of Training Delivery to End Users

Training Delivery is the actual instruction provided to participants by any of the planned delivery methods. We offer instructor-led classes either on site or online, as well as on-demand courses available via Internet. Other options include webinars, conference calls, and one-on-one knowledge transfer and coaching. Training Design specifies the delivery method for each course to be produced, and courses often combine different types of delivery for blended learning.

Delivery includes development of a Training Delivery Plan that outlines course enrollments for scheduled events (traditional classes), as well as the timing and sequencing for delivery of on-demand courseware and training-related materials. Each student for training sessions will need to have access to a workstation that meets the hardware, software, and configuration requirements as outlined in the WellSky Computer Configuration Requirements document provided by WellSky, including a high-speed internet connection.

Training Quality Management

Our Education Services team has a systemic approach for measuring and managing training quality and effectiveness across the entire Training Phase. Post-training debriefs between instructors, compilation of post training surveys, and anecdotal insight from informal discussions are used to measure, control, and manage training quality. Survey instruments are designed to elicit feedback about program design and planning, instructional design, and training delivery.

Training Design quality is measured by the following:

- Soundness of approach (was approach successful in prior deployments?)
- Accommodation of essential business needs, requirements, and constraints
- Completeness of coverage (are all standard design elements fully addressed?)
- Timely delivery of the design document deliverable (if applicable)

Training Development quality is measured by the following:

- Conformance to requirements in the design phase
- Clearance for release by internal reviewers
- Customer acceptance of any materials that undergo formal review



- Training participant ratings in post-training survey(s)

Training Delivery Quality is measured by post-training surveys and/or anecdotal discussions with the customer throughout the training delivery phase.

- Participants are asked to provide feedback about everything from the training facility to content to instructor quality
- WellSky uses this feedback to actively enhance its training on a continual basis

6. IMPLEMENTATION (8.0)

a. SYSTEM IMPLEMENTATION PLAN (8.1)

The Contractor shall develop a System Implementation Plan that includes, but not limited to:

- i. Activities needed immediately prior to implementation
 - Staffing requirements
 - Communication activities
 - Plan for completion of knowledge transfer
 - Checklists of work to be performed and/or outputs to be produced on the first day and at the end of the first week, month, quarter, and year of operation
 - Rollback plan to include in detail what will be done if the implementation does not succeed

Implementation Plan

Rolling out a new system is a major business milestone and organizational change event. The system solution business fit, stability, security, and performance must be validated in advance of go-live, and the stakeholders must be prepared for and supported through the business transition. WellSky will effectively plan and execute the series of production system deployments planned for the project's multiple phases and releases and provide support to ensure operational stability and realization of the project benefits.

The Implementation Plan will address and define operational readiness criteria, operational readiness evaluation, stage gate review process and checkpoints leading up to go-live, production deployment logistics, communication plans, and user support plans. The Implementation Plan will reflect WellSky's best practice approaches as well as consider DHHS' specific programs and releases.



b. PROBLEM RESOLUTION PLAN (8.2)

The contractor shall establish procedures for receiving, recording, and tracking problem reports and modification requests from users and providing feedback to users. Whenever problems are encountered, the problems shall be recorded and entered into the problem resolution process.

The contractor and DHHS will develop a mutually agreeable Problem Analysis and Resolution Plan prior to completion of the system implementation.

A Problem Analysis and Resolution Plan will be created during the implementation stage and will be updated if needed throughout the project. Significant changes to project scope, schedule, or costs will be managed through a change control process. Problems may occur at any point of the process and could affect the contract of work, such as schedules, functionality or cost. Issues will be documented using a Problem Analysis and Resolution Plan and could involve notice to the steering committee. Where applicable, issues that impact contract terms may invoke a contract amendment. WellSky brings the expertise of our team to the project and the implementation of the software. DHHS project team members will be relied upon for their business knowledge and understanding of DHHS workflows. The combination of skill sets will be essential in issue management and forms the foundations for the Issue Management Team (IMT).

WellSky's approach to Issue Management is to work collaboratively with the DHHS project team to identify, communicate, and resolve issues efficiently in an effort to minimize impact to project timelines, and thus project success. Issues that arise are varied by type, and thus may be managed differently according to the situation. Whether it is a software, process, resource, change request, or project timeline issue, the key stakeholders for both DHHS and WellSky shall address together. The IMT is comprised of DHHS program area experts with specific business function knowledge, combined with the WellSky project analysts. The marriage of skill-sets will maximize the ability to identify and resolve project issues.

Issue Identification

The identification of project related issues is key to preventing an impact to project success. The varied types of issues that may arise may come from varying sources. Our project team's experience allows for early identification and assessment of issue severity to avoid impact regardless of the nature of the report:

- Steering Level – The steering team assesses and manages risks that may turn into issues.
- Weekly Status Meeting - Any identified issues are brought up and discussed during the meeting.
- Project Analysts –identify and report issues.
- Users –reports issues to be managed by the IMT.



In each scenario the Project Manager will be responsible for documentation and communication of issues. As such the PM is required to have a thorough understanding of the issue, which requires project, software and business experts to collaborate and communicate.

Issue severity or priority is an important aspect of issue identification and management. The priority of an issue is a measure of the business impact and thus a guideline for timeline of required resolution. The priority descriptions below demonstrate business impact.

Priority Level	Priority Level Description
Medium	Low project/ business impact, minor operational issue or question, product or operational questions, product issue which a reasonable workaround exists, training questions, or enhancement suggestion; resolution not required for continuity of customer's operation
High	One or more features/processes do not seem to be working as designed; workarounds may be available, timely resolution will prevent manual process or lost business value.
Urgent	Urgent project/business impact, solution or processes are not functioning at an acceptable level for the majority of users; customer's operation is being seriously impacted, OR may refer to a request where resolution is key to a business critical time-sensitive task.
Critical	Mission Critical Business Impact, Project has been halted due to a process or solution that is completely unavailable or unresponsive; the customer's operation is severely impacted.



c. **FINAL READINESS ASSESSMENT (8.3)**

The contractor shall create the Final Readiness Assessment to assist in the determination of final implementation readiness. Written approval of this Assessment constitutes DHHS' decision to move forward with implementation. At a minimum, the Assessment must address the following:

- i. An Assessment Summary that includes the analysis completed, risks, and mitigation associated with implementation and a recommendation for proceeding
- Status of data migration/conversion efforts and its completion
 - An assurance that Disaster Recovery, where applicable, is documented and ready
 - Documentation of user acceptance testing approval by DHHS
 - Knowledge transfer sign-off by DHHS
 - Assurance that all locations, system users, and security profiles have been identified and set up
 - Documentation that Help Desk is ready and staffed for deployment
 - Confirmation that training participants designated in 7.2 (Onsite Train-the-Trainer session(s)) are available and ready to assist at a central location to be determined at a later date for initial deployment

Throughout the DDI Phase, the contractor's objective shall be to implement all required system functionality. The proposed System shall satisfy contractual functional and technical requirements, and conform to the approved System Implementation Plan.

Operational Readiness

WellSky will define operational readiness criteria, perform testing, review, and documentation to meet the criteria, and then present the qualifying results to DHHS to validate that the system is ready for implementation. Readiness criteria will address hardware, software, resources, procedures, and documentation, and will include:

- Security plan established
- Performance testing successfully completed
- Data conversion validated
- Integration testing successfully completed
- Workflow, functionality, and configuration validated
- Users trained
- User documentation and system documentation delivered
- Continuity of operations planned
- Contingency plan defined



d. **DOCUMENTATION (8.4)**

Additionally the contractor must develop and maintain the following documentation:

- i. On-line Help (8.4) for all web portal features, functions, and data element fields, as well as descriptions and resolutions for error messages, using help features including indexing, searching, tool tips, and context-sensitive help topics.
- ii. On-line User Manual (8.4) with a printable version available. The documentation should include full mock-ups of all screens/windows and provide narratives of the navigation features for each window/screen.
- iii. On-line Reporting Manual (8.4) with a printable version available that includes descriptions, definitions, and layouts for each standard report. Include definitions of all selection criteria parameters and each report item/data element, all field calculations defined in detail, and field and report titles.
- iv. On-line Installation and Technical System Operation Manual (8.4) with a printable version available. The documentation should include operating procedures to assist technical staff in operation and maintenance of the system. These procedures help define and provide understanding of system operations and performance. Documentation for all hardware and software products including reference guides, user guides, technical guides/manuals, and technical documentation (e.g. system administration, configuration workbook, system architecture, application architecture, etc.)

The *WellSky Aging and Disability* platform includes on-line help. Printable versions of user guides and system administration manuals are available and include copious screen shots and step-by-step instructions for system processes.

As part of the initial implementation of the *WellSky Aging and Disability* solution, WellSky provides initial training and resource materials to DHHS and AAA staff on operations and functionality of the system as well as materials for on-going training of new staff. Each subsequent release of the underlying products includes documentation of modifications, changes, or enhancements. Current manuals, companion guides, training guides, and other documentation are available in the customer portal to authorized users. DHHS staff may access these documents at any time and are authorized to modify training guides for use with their staff and users. Samples of some WellSky documentation is provided in the Appendices to this proposal.

e. **SYSTEM GO-LIVE (8.5)**

System go-live is the date on which the solution has been fully implemented and meets all established functional and technical requirements. Based on Federal requirements DHHS' target implantation date is July 1, 2019 but will consider plans with a Go-Live date no later than October 1, 2019. The System Go-live date is dependent on DHHS' approval.

Deployment

When operational readiness has been tested, reviewed, and verified against the readiness criteria, WellSky will submit the implementation letter. Upon Department approval, WellSky will execute deployment according to the implementation plan. Deployment tasks include data conversion, configuration migration, deployment and activation of system integrations, business rules, and custom reports, and user account



provisioning. Once site deployment is complete, WellSky will smoke test the site and coordinate with the project team to complete deployment validation prior to activating full end user access.

WellSky will be onsite with the project team for go-live and the first days of operations. The project team will acknowledge and celebrate the accomplishment, but the priority will be ensuring system stability and providing support to end users as they begin using new tools and processes to do their work. WellSky will closely monitor system performance metrics, provide enhanced user support, and promptly address any reported issues.

OPERATIONS & MAINTENANCE PHASE

The following table contains the list of requirements and due dates expected of the contractor for the Operations and Maintenance (O&M) phase following the implementation of the solution. Details for these requirements follow in the narrative after the table.

	Phase	Requirements	Due Date
9.1	9.0 Operations and Maintenance	Operating Procedures Guide	Due dates to be determined in the Detailed Work Plan
9.2		Help Desk	Due dates to be determined in the Detailed Work Plan
9.3		Problem Resolution	Due dates to be determined in the Detailed Work Plan

1. Operations & Maintenance (O&M) activities include, but are not limited to, the following:
 - a. Perform system maintenance, including testing, documentation, etc.
 - b. Record, track, and resolve system defects at no additional cost to the State.
 - c. Maintain ongoing operations
 - d. Conduct necessary software updates
 - e. Conduct maintenance of interfaces
 - f. Provide help desk support with predefined technical support prioritization levels
 - g. Provide security management
 - h. Support policy and process changes
 - i. Keep portal up to date
 - j. Keep all written material, including all system documentation and scripts, up to date as changes occur

2. **OPERATING PROCEDURES GUIDE (9.1)**
 The contractor shall develop and maintain documentation on operating procedures to assist technical staff in operation and maintenance of the proposed System. These procedures help define and provide understanding of system operations and performance. The operations procedures will address all facets of the technical operation of the system. The Operating Procedure Guide must be continuously updated (at a minimum quarterly) to reflect the latest changes.

3. **HELP DESK (9.2)**
 The contractor shall be responsible to operate and support the Help Desk, and shall be responsible for providing a single toll-free number and a single local number for use. The contractor shall also



provide voice mail capability and shall provide an on-call staff person with paging capability during non-operating hours.

The contractor shall create the Help Desk Procedures Manual, which defines and documents the processes and procedures for Help Desk operations. These procedures will include, at a minimum, problem identification and initial diagnosis, problem escalation procedures, problem ticketing, problem logging, assignment of priority, and the ability to search through previous problems to find resolutions for new problems. A clear, quick, and effective escalation path is critical to DHHS for this system.

4. PROBLEM RESOLUTION (9.3)

The contractor shall continue to receive, record, and track problem reports and modification requests from users and provide feedback to users. Whenever problems are encountered, the problems shall be recorded and entered into the problem resolution process. The contractor shall provide interactive support for users to report system problems.

As a long-time user of WellSky's Cloud Service offering, DHHS is surely aware of one of WellSky's key value propositions in subscribing to the *WellSky Aging and Disability* solution. This subscription entitles DHHS to:

- **Software Updates** – As new versions of the *WellSky Aging and Disability* application become available, DHHS has direct access to product upgrades. It will benefit from new enhancements, defect corrections, and technology updates on an ongoing basis after the initial launch of the software.
- **Second Level application Support Service** – Ongoing second level support will be provided through our remote help desk. This help desk is staffed with highly trained resources that are knowledgeable about the applications and specific details about the implementation of the WellSky applications in the DHHS environment. These resources will augment the DHHS end user support staff in situations where the DHHS support staff are unable to resolve a problem issue.

These services are included in the annual subscription pricing and remain in effect starting from the initiation of the contract period. This enables a continuous and high level of support throughout the subscription period.

WellSky Customer Support Service Level Agreement (SLA)

The WellSky Support SLA guidelines are based on support case priority levels which are driven by business impact to the *WellSky Aging and Disability* user community, and provide guidance to the Customer Support team with regard to response and resolution timeframes.

Support Case Priority Tracking and Response Guidelines

The priority level of a support case is determined, based on the business impact to the user community, or affected users and groups. After setting the support case priority, automated triggers and reporting from the WellSky case tracking system become available to WellSky Support Team and management on each case entered into the WellSky Customer Relationship Management system. The case priority tracking levels,



their definition, and guidelines for response and resolution can be found in the table below.

Priority Level	Priority Level Description	Initial Response Timeframe	Case Resolution Timeframe	Alternate Disposition
Medium	Low business impact, minor operational issue or question, product or operational questions, product issue which a reasonable workaround exist, training questions, or enhancement suggestion; resolution not required for continuity of customer's operation	Within 1 Day during operating hours	Varies based on request; generally within two weeks	"Resolution" may actually mean escalation to most appropriate resource from other teams including Product Management, IT, etc.
High	One or more features do not seem to be working as designed; workarounds may be available, timely resolution will prevent manual process or lost business value.	Within 4 hours during operating hours	Varies based on root cause; generally within 10 calendar days	Escalation to technical teams may take place behind the scenes, but Support owns driving resolution and customer updates

Priority Level	Priority Level Description	Initial Response Timeframe	Case Resolution Timeframe	Alternate Disposition
Urgent	Urgent business impact, solution is not functioning at an acceptable level for the majority of users; customer's operation is being seriously impacted, OR may refer to a request where resolution is key to a business critical time-sensitive task. Session Disconnects may be included in this category.	Within 2 hours during operating hours	Varies based on root cause; Within one week or sooner (as negotiated upon ticket opening based on circumstances at the customer site and within WellSky)	Multidisciplinary team is investigating and resolving issue from earliest identification, but Support owns driving resolution and customer updates If custom development is required, the request may be turned over to the Professional Services Team to be scoped & managed.
Critical	Mission Critical Business Impact, solution is completely unavailable or unresponsive; the customer's operation is severely impacted.	Within 1 hour during operating hours	Varies based on root cause; resolution target within four to six business hours	Multidisciplinary team is investigating and resolving; may include external vendors as needed; incident managed by members of Executive Team

* If multiple customers are impacted, mass communication will be sent in lieu of individual responses.

** Resolution timeframe commitment does not apply to support cases associated with defects or enhancement requests. Note: The final case resolution time also may vary based upon customer response time to required customer actions.

*** These are "guidelines" for case SLA performance, and response may vary on a case-by-case basis. Guidelines are subject to change over time.



WellSky Internal SLA Monitoring/Reporting Tool

The WellSky CRM system is equipped with automation to provide support case SLA alerts and monitoring to the WellSky Support Team. Real time information of SLA parameters is provided throughout the support case life cycle. For each support case that has been reported to a WellSky technical Support member and entered into the WellSky Support CRM system, SLA dashboard alerts and monitoring are available to the WellSky Support Team.

To help track adherence to cases, each case is assigned milestones that are hard coded in the case based on the initial report of the support case. Each milestone has logic to meet the SLA.

The screenshot displays the 'WellSky - Standard Support' case details page. It includes sections for 'Entitlement Detail', 'System Information', and a 'Milestones' table. The 'Milestones' table lists various milestones with their descriptions and associated case counts.

name	Description	Count
Hardware Field Response - Critical Priority	Within 4 hours during operating hours	10
Hardware Resolution Time - Critical Priority	Varies based on case details. Includes how long until first fix to the customer (open)	360
Hardware Field Response - Critical Priority	Within 2 hours during operating hours	128
Hardware Resolution Time - Critical Priority	Varies based on case details. Within 24 hours of contact (as reported) until initial response based on circumstances of the problem (on-site and off-site responses)	10,000
Hardware Field Response - High Priority	Within 4 hours during operating hours	240
Hardware Resolution Time - High Priority	Varies based on case details. Generally within 10 calendar days	14,450
Hardware Field Response - Medium Priority	Within 4 days during operating hours	4,440
Hardware Resolution Time - Medium Priority	Varies based on request. Generally within two weeks	20,140
Hardware Field Response - Escalated Issue	Request for Password Reset Within 1 Hour during operating hours	80
Hardware Resolution Time - Escalated Issue	Password reset request. Within 15 minutes of initial response	15

These milestones are applied on each case and reviewed by the support team and have count down time remaining alerts.

Actual Date	Start Date	Target Date	Target Progress (Hours)	Time Remaining (Hours)	Completion Rate	YTD	Completed
11/14/2018 9:35 AM	11/14/2018 9:35 AM	11/15/2018 1:30 PM	21	00:00	100%	11/14/2018 10:01 AM	✓
11/14/2018 9:35 AM	11/14/2018 9:35 AM	12/1/2018 1:30 PM	138	00:00	100%	11/14/2018 10:01 AM	✓

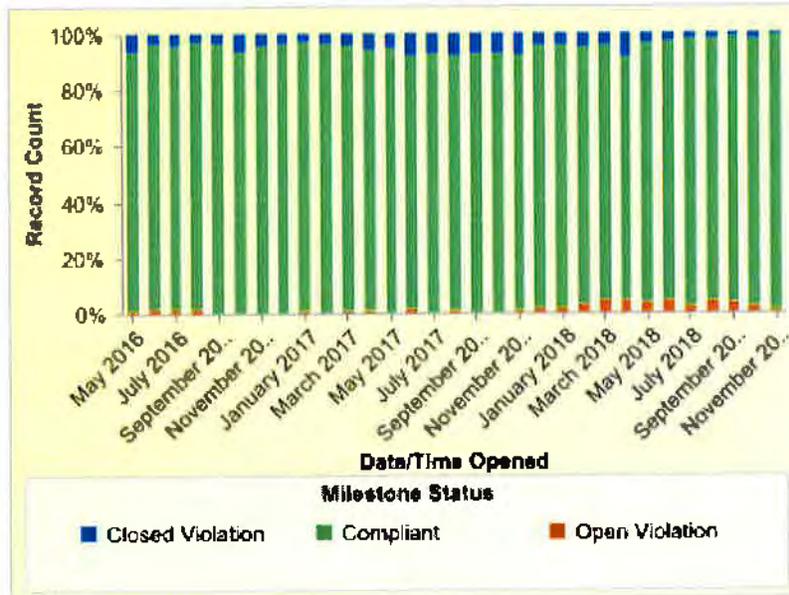
Response Time Statistics

To ensure WellSky gives clients top performance, we offer the most comprehensive Service Level Agreements (SLAs) in the industry. Response time statics are measured in WellSky's customer relationship management system (CRM) Salesforce. The response time statistics represent monthly achievement meeting each cases priority SLA. Issues are assigned priorities by the support team, and SLAs apply to each priority. Support-staff follows industry best practices to successfully achieve SLA with



clients. All support is performed with minimal business impact on the customer. The fundamental value of SLA achievement is the improved relationship with customers and the improved customer satisfaction.

SLA - Trend (Aging)



The WellSky support team averages a monthly 95% Support Case Level Agreement compliance rate.

Open Support Case SLA Dashboard

The Case Milestones provide up-to-the-moment feedback to the technical support member regarding adherence to response and resolution times for cases to which they are assigned. A support management dashboard provides real-time visibility into cases across the support team. The visual indicator of a Green Check, means we are meeting SLA, a Yellow Triangle means WellSky is approaching a milestone, and is an indicator to review the case. A Red icon indicates a case that has missed SLA, and will follow a technical support review processes.

Case ID	Case Title	Status	Priority	Assigned To	Created	Last Updated	SLA Status
1001	Customer Inquiry	Green Check	Low	John D.	2018-11-01	2018-11-01	Met
1002	System Error	Yellow Triangle	Medium	Jane S.	2018-11-02	2018-11-02	Approaching
1003	Account Access	Red X	High	Mike T.	2018-11-03	2018-11-03	Missed
1004	Product Feedback	Green Check	Low	Sarah L.	2018-11-04	2018-11-04	Met
1005	Network Issue	Yellow Triangle	Medium	David K.	2018-11-05	2018-11-05	Approaching



The dashboard notes the Incident Date/Time and calculates the response and resolution timeframes based upon the case priority as outlined in the Priority Tracking and Response Guidelines. Visual indicators promote efficiency with case and issue management feedback based on the combination of the support case priority and the age of the support case. The WellSky Support technical support members and management are trained to use the dashboard as a tool to manage their caseloads within adherence to the SLA guidelines.

Our CRM tool is leveraged to provide industry recognized support and client satisfaction. Support Manager dashboards provide real time visibility into customers issues. We have the tools and data to provide a world class customer support experience.





The CRM also allows us to create and review on a customer by customer basis for trends and ways to improve our client experience.

Accessing WellSky Support

The WellSky Customer Support team is purposed to ensure successful use of WellSky products and the *WellSky Aging and Disability* DHHS Solution, with dedication to providing outstanding product support to customers. WellSky's support team provides telephone, email, and Internet-based support. All customer inquiries are logged as cases in WellSky's Support Center CRM system and assigned unique identification numbers for tracking.

The WellSky Customer Support Team includes experienced technical support team members with extensive expertise and ongoing training in all WellSky applications and LongTerm Care business processes. The WellSky technical support team members focus on responding to customers' support needs quickly and accurately, with the goal of consistently exceeding customers' expectations.

WellSky's support plan provides the ability for customers to submit support cases through several methods: the online WellSky User Community, by telephone, or by email for WellSky Customer Support assistance during standard business hours. Customers may also submit support cases through these methods 24x7 outside of business hours, and the WellSky Support Team will follow-up during normal business hours. The support organization is dedicated customer assistance and will provide help in many areas, such as answering user questions, logging system enhancement requests, handling patch and update notifications, and providing assistance in troubleshooting problems.

Our customers are some of our best advocates:

Here's what some of them recently had to say in our case surveys:

Excellent customer service. Immediately provided a solution for my issue.

After fighting with the system all morning long, Lee was immediately a refreshing ray of knowledge and skill as he patiently walked us through the steps to make our laptop compatible with the system. Not only was his knowledge of the system apparent right off the bat; and he obviously has a vast knowledge of computers in general and various programs as well. He used language we could understand and follow--being the "un-techies" that we are--easily. He was professional during the support session and at the same time he made us feel at easy with his calm tone of voice--it was almost like we could hear the smile on his face as he tackled the task at hand.

She was very helpful & friendly. The case was resolved within 5 minutes of calling the Support line.



They are all 11+!!!!!!!!!!!!!!!

WOOOOHHHHHHHOOOOOOOOOOOOOO had my question answered and all is good

Nearly instantaneous response on a known solution. Worked for both of our users who reported having the issue. Fantastic job by Kyle!

Great team of experts.

Dawn was the BEST!! I was so flustered, but she figured out the problem quickly and I was able to get my reports out in time. Also, I had no wait time at all.

10 out of 10. Quick and courteous -Bob identified problems and provided solutions to Provider that needs confidence in SAMS.

Kyle goes to 11! I REALLY hope you get the Spinal Tap reference :)

WellSky Customer Support Hours of Operation

WellSky Customer Support is open Monday – Friday, 7 AM CST – 8 PM CST (excluding Company Holidays).

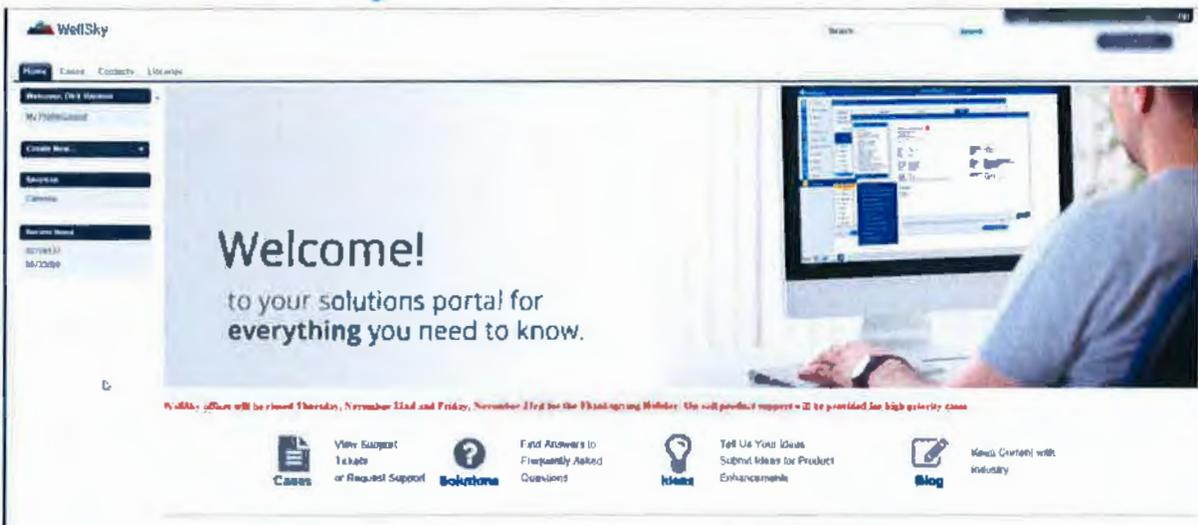
Contact and Case Creation Methods

The support team business processes and data recording utilize the support case record. All assistance provided is recorded in the case as it is tracked through the various stages to completion. WellSky advises customers to always create a support case whenever a response is needed from WellSky Customer Support.

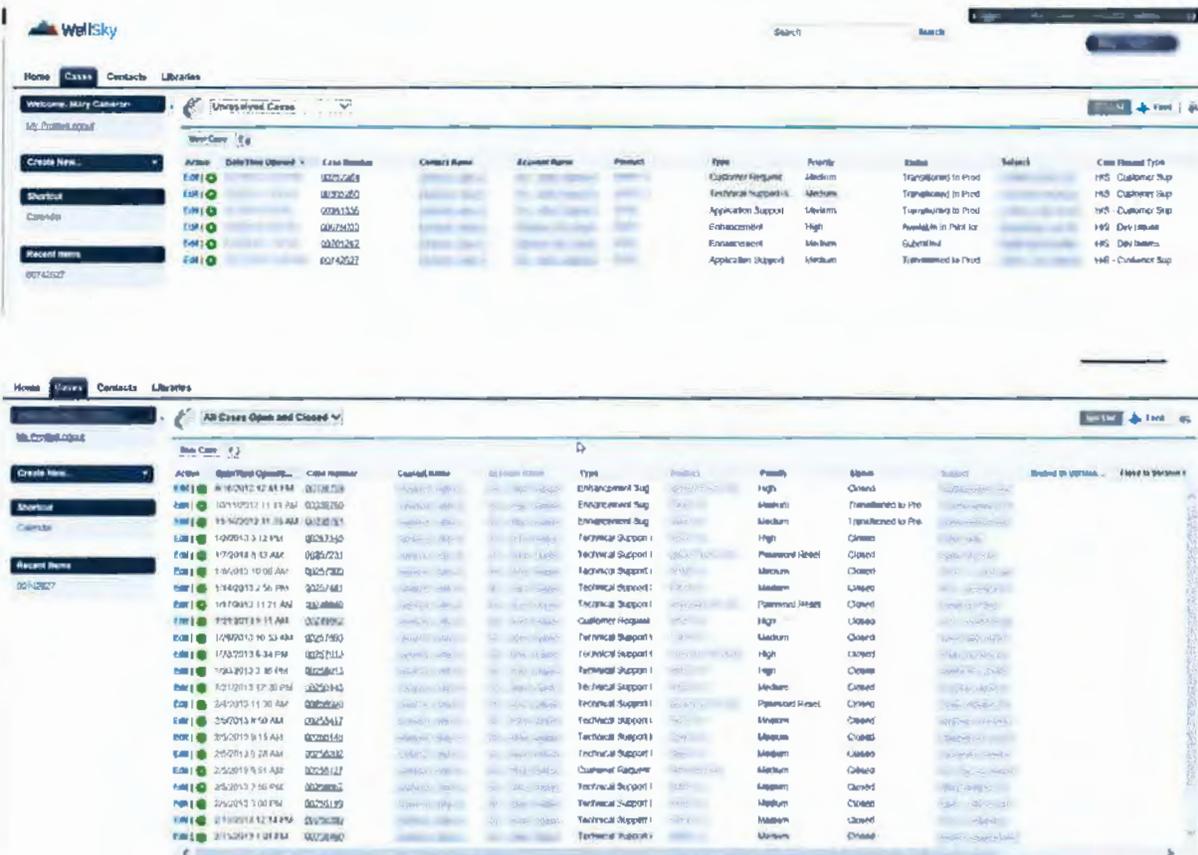
WellSky offers three methodologies to create support cases:

WellSky Customer Community

The WellSky Customer Community is an automated solution for system administrators to manage support tickets. The community provides system administrators an online tool to create and manage cases with the WellSky Customer Support team. WellSky Customer Support uses customer information provided through the community to understand and effectively respond to customer needs, streamline and simplify support efforts, improve customer satisfaction, and improve abilities to manage WellSky support requests in a timely and effective manner. Through the community, system administrators have around-the-clock access to real-time status of their submitted support cases.



The portal allows quick views into all open and historic cases.



Each case can individually opened, reviewed, updated, and correspondence added. We are as transparent as possible to provide the best client experience possible.



Email:

Sending an email to the WellSky Support Team email address will automatically generate a support case in the CRM system. Users may email WellSky at any time at customersupport@WellSky.com and the WellSky Customer Support Team will communicate with the customer, including through use of the case reporter, through the case record. Users will receive a response in their inbox and may reply via the email thread throughout the support case life cycle. All email activity is stored within the case record.

Phone:

WellSky provides toll-free telephone-based support to customers, recognizing that not all incidents are easily communicated by online case entry alone. Phone support is suggested for situations where customers have difficulty articulating a need via the Customer Community or if they need to speak directly to a support representative during business hours. WellSky technical support team members answer incoming calls as designated in a queue to facilitate user responsiveness.

Remote Session Sharing Tools

WellSky also provides a collaborative, web-based access tool to allow sharing of desktops between WellSky representatives and end users during phone conversations. This ability to demonstrate and view enables WellSky to provide an interactive support experience that further contributes to an interactive customer experience. In addition to walking through illustrative examples and results of their analyses, the support team can use the tool to shadow customer user sessions to further understand the question or problem under consideration. This tool enables the support team to:

- Accelerate diagnosis and problem solving.
- Troubleshoot issue on customer hardware and solutions when needed.
- Provide real-time analysis while a problem is occurring.
- Demonstrate product features when appropriate.

After Hours Case Submission Support

The WellSky Customer Support Community, email support, and phone-based case reporting (to voice message) are all available methods to log cases after hours. 24 x 7, Customers can use the customer community to report/view support cases, and may report cases via the community, email, and phone methodologies. WellSky Customer Support will follow-up on cases submitted after-hours during normal business hours.

WellSky also has 24/7 monitoring of the entire hosting infrastructure and responds to critical alerts after hours. Typically, if a customer were to encounter a critical hosting issue, WellSky would already be aware and have begun to isolate, troubleshoot and resolve.



Client Side Support Model

Through extensive experience in implementation of enterprise software solutions, WellSky has gained insight into best-practices for support models that provide efficient and effective support. The Client Side Support Model (CSSM) is critical for enterprise solutions for the following reasons:

- **Visibility:** The CSSM gives administrators and key stakeholders at the enterprise level much-needed visibility into what is happening with system and reported cases. The model allows users at the state level to become more familiar with how the software and the user community are performing.
- **Subject Matter Expertise:** The CSSM promotes effectiveness by developing subject matter experts (SMEs) and power users at various levels of the support matrix.
- **Leveraging existing and natural relationships:** There is already a living and breathing culture within the DHHS organization and user base. Within that culture, working relationships have formed. The CSSM draws upon and reinforces those working relationships.
- **Reinforcing data confidentiality:** In an era where information and data security is paramount, the CSSM works under HIPPA compliance best practices. Sharing of information about an individual consumer is done within the scope of who needs to know and is authorized to know. While Business Associates Agreements are in place with WellSky as the vendor, the use of the CSSM is an added layer for ensuring best practices for data privacy and security.
- **Scalability:** The CSSM provides a support structure that enables easy scalability and prevents the need for added administration/overhead. Because the expertise is cultivated within the user network, the need to have more representation/assistance in the state office is reduced.

Client Side Support Model (CSSM)

Building on customer's contribution to the system requirements, setup, testing, and training over the course of the implementation project, the customer—in the capacity of system administration and user guidance—has a stewardship responsibility to manage and promote the health and quality of the DHHS solution through data entry quality initiatives, user provisioning/security management practices, and ongoing user training and support.

The CSSM uses a layered structure of support within the DHHS organization to maximize the efficiency and effectiveness of the support provided to system administrators, power users, and end users. The CSSM relies upon a supporting network of users providing initial triage and resolution on training and user issues before escalation to System Administrators or WellSky Customer Support.

Client Side Support Model Purpose



The purpose of the CSSM is to ensure that each end user of the WellSky application receives the highest quality of support possible. The methodology of the CSSM helps provide this high standard of support in two ways.

First, the CSSM is designed to protect sensitive client data. WellSky authorizes a team of primary points of contact (POCs) with each client. These POCs are responsible for communications with the WellSky Customer Support department. The POCs will be the DHHS system administrators and power users. This allows WellSky's support representatives—who are themselves bound by and trained on HIPAA—to discuss HIPAA-related information, license and maintenance agreement details, and software-related information with a smaller number of knowledgeable representatives of each client organization, rather than individual end users. This helps reduce barriers to support and ensure best practices for data privacy and security. This also helps ensure both the system administrators and the support representatives are aware and able to enforce DHHS unique business processes.

The second benefit of the CSSM is that it ensures that each organizational unit within DHHS Solution user base can provide tiered support to their end users. This support should be provided by system administrators and business unit power users. This helps system administrators and power user to be aware of issues that impact their users so that training material and/or educational services can be developed to better prepare all users when needed. The tiered support model, and assistance of DHHS system administrators and power users, will allow WellSky's Customer Support department to effectively team with DHHS to triage problems quickly and efficiently. The network of support within the customer's user organization combines software solution knowledge and DHHS business practices knowledge, which helps speed the triage process and problem resolution, and communications with end users.

DHHS Responsibilities

Under the CSSM, DHHS is responsible for providing program and business knowledge support to their end users. Additional support provided on this level within DHHS should be focused on day-to-day WellSky application support. Issues that can occur with end users' machines and/or network connectivity are more appropriately handled by DHHS support.

The customer is responsible for creating and maintaining a tiered support model charged with identifying and escalating issues to the WellSky Customer Support team. This model scales easily based on the size and unique needs of the customer user base.



The first level of support should be provided by power users, who are designated personnel within various offices or remote offices that can provide immediate assistance to end users. This type of support should focus on how-to-type questions and initial triage of issues that are reported to ensure they are not training related, or easily resolved with by a subject matter expert.

The second level of support should be provided by DHHS system administrators, who are designated personnel, responsible for providing support to DHHS solution end users and power users alike. This type of support should focus on application maintenance information sharing, acceptance testing of system changes, and detailed evaluation of reported issues. Additional responsibilities of system administrators include creating support cases with WellSky Customer Support, application configuration, and maintaining regular communications with WellSky Customer Support.

The system administrators should implement a method to track the issues that are reported internally by power and end users. This will enable a simple and proven method to ensure all issues are afforded proper attention and can be tracked for various Key Performance Indicators.

Ongoing Support and Account Management

WellSky Customer Support uses a three-tiered support structure that maximizes efficiencies, speeds response, and aligns the right skillset for the case topic being reported. The DHHS CSSM team will team with WellSky Support, and will manage issues with increasing efficacy over time. The main contact methodology outlined in the Protocol for Accessing Support involves submitting support cases through the WellSky Customer Community. The first point of contact will be Tier 1 support within the WellSky support organization. Tier 1 has the ability to manage incoming cases for triage and resolution and provides immediate access to the Tier 2 and Tier 3 within WellSky.

Post Go-Live Support

- **Direct Support:** WellSky technical support team members will provide *WellSky Aging and Disability* product support on application questions, issues and enhancements.
- **Escalation:** WellSky technical support team members WellSky Support Management will be escalation points of contacts for escalated issues, questions or suggestions related to support for application functionality that has been deployed to production.

WellSky utilizes multiple communication channels to provide information on system maintenance and other global communication efforts. WellSky utilizes the WellSky



Customer Community (Salesforce) to track individual enhancements and software defects. This online tool is available 24x7 and can be accessed by designated DHHS members. Public information is available for review at any time as well as any historical correspondence. As defects and enhancements pass through different stages of the software development life cycle, updates are sent along the way in the individual support tickets. Support tickets are closed with the enhancement or defect has been corrected in the production environment.

Release Notes – Preliminary Release notes are provided to administrators and available on the WellSky Portal prior to an upgrade. Finalized released notes are available on the WellSky Portal at any time 24x7.

WellSky Portal WellSky News – WellSky utilizes the WellSky Portal to provide DHHS with upcoming items such as releases or planned maintenance. These notices are archived in the system and available to be resent.

SAMS Patch Applied June 25, 2017	6/26/2017 11:49 AM	6/26/2017 10:23 AM	Harmony for Aging, Harmony IR, Harmony Provider Direct, Care Transitions
OmbudsManager v4.4 Release Notes	6/26/2017 9:26 AM	6/26/2017 9:25 AM	OmbudsManager
SAMS 3 Patch to be Applied Sunday 6/25/2017	6/21/2017 11:06 AM	6/21/2017 10:04 AM	Harmony for Aging, Harmony IR, Harmony Provider Direct, Care Transitions
Middleware Customer Portal 1.5 to be Released June 4, 2017	5/31/2017 10:02 AM	5/31/2017 9:57 AM	Harmony for Aging, Harmony for APS, Harmony IR, Harmony Provider Direct, NAPIS State Reporting Tool, NYSOFA Reporter, Ombudsman Reporting Tool, OmbudsManager, Care Transitions, Harmony Hosting License, Caregiver Direct Integration
Middleware Customer Care Observance of Memorial Day	5/18/2017 11:31 AM	5/18/2017 11:30 AM	Harmony for Aging, Harmony for APS, Harmony IR, Harmony Provider Direct, NAPIS State Reporting Tool, NYSOFA Reporter, Ombudsman Reporting Tool, OmbudsManager, Care Transitions, Harmony Hosting License, Caregiver Direct Integration
SAMS Patch Release Sunday May 14	5/11/2017 3:14 PM	5/11/2017 3:07 PM	Harmony for Aging, Harmony IR, Harmony Provider Direct, Care Transitions
SAMS Patch Applied 4/17/2017	4/18/2017 10:28 AM	4/18/2017 10:25 AM	Harmony for Aging, Harmony IR, Harmony Provider Direct
3/21/2017 IT Special Maintenance	3/21/2017 2:03 PM	3/21/2017 2:02 PM	Harmony for Aging, Harmony IR, Harmony Provider Direct, OmbudsManager, Care Transitions, Harmony Hosting License
SAMS Patch Released 3/19/2017	3/21/2017 9:27 AM	3/21/2017 9:25 AM	Harmony for Aging, Harmony IR, Harmony Provider Direct
SAMS Patch Release Sunday March 19	3/19/2017 3:18 PM	3/19/2017 2:12 PM	Harmony for Aging, Harmony for APS, Harmony IR, Harmony Provider Direct, Care Transitions
03/12/17 IT Special Maintenance "Updated Date"	3/28/2017 1:29 PM	3/28/2017 9:53 AM	Harmony for Aging, Harmony for APS, Harmony IR, Harmony Provider Direct, NAPIS State Reporting Tool, NYSOFA Reporter, Ombudsman Reporting Tool, OmbudsManager, Care Transitions, Harmony Hosting License, Caregiver Direct Integration
3/29/2017 Training Video Maintenance	3/27/2017 10:24 AM	3/25/2017 2:24 PM	Harmony for Aging, Harmony IR, Harmony Provider Direct, Harmony Hosting License
SAMS 3.4.8 and Provider Direct 1.4.9 Released 1/15/17	1/16/2017 3:51 AM	1/16/2017 8:50 AM	Harmony for Aging, Harmony IR, Harmony Provider Direct
SAMS 3.4.5 and Provider Direct 1.4.8 to be Released 1/15/17	1/12/2017 9:49 AM	1/10/2017 4:19 PM	Harmony for Aging, Harmony IR, Harmony Provider Direct
Support Closed 1/2/2017	1/2/2017 8:42 AM	3/2/2017 8:42 AM	Harmony for Aging, Harmony for APS, Harmony IR, Harmony Provider Direct, NAPIS State Reporting Tool, NYSOFA Reporter, Ombudsman Reporting Tool, OmbudsManager, Omnia Interviewer, Harmony Hosting License, Caregiver Direct Integration
Middleware Customer Care Observance of Christmas	12/19/2016 9:19 AM	12/19/2016 9:16 AM	Harmony for Aging, Harmony for APS, Harmony IR, Harmony Provider Direct, NAPIS State Reporting Tool, NYSOFA Reporter, Ombudsman Reporting Tool, OmbudsManager, Omnia Interviewer, Harmony Hosting License, Caregiver Direct Integration
SAMS Patch to be Applied 11/20/2016	11/15/2016 10:04 AM	11/15/2016 11:07 AM	Harmony for Aging, Harmony IR, Harmony Provider Direct



Marketo – Global Communications are sent to designated contacts in Salesforce. These communications are archived and can be sent to the customer at any time.

The screenshot shows the Marketo Sales Insight interface. At the top, there is a navigation bar with 'Marketo Sales Insight' on the left and 'Help 7' on the right. Below this is a toolbar with 'Actions: Add to Watch List' and a 'Go!' button. The main content area has tabs for 'Interesting Moments', 'Web Activity', 'Score', and 'Email'. The 'Email' tab is active, displaying a list of emails. The table has columns for 'Name', 'Account', 'Subject', 'Date', 'Opened', and 'Clicked'. The 'Name' column contains 'TX - Health and Human Services Commission' for all entries. The 'Subject' column lists various system updates and outages. The 'Date' column shows the email send dates. The 'Opened' column has checkmarks indicating which emails were opened. The 'Clicked' column has checkmarks indicating which emails were clicked.

Name	Account	Subject	Date	Opened	Clicked
	TX - Health and Human Services Commission	7/24/17 - SAMS errors resolved	7/24/2017 12:10 PM	✓	
	TX - Health and Human Services Commission	7/24/17 - SAMS application errors	7/24/2017 10:35 AM	✓	
	TX - Health and Human Services Commission	7/23/17 - Extended Maintenance Window	7/19/2017 12:00 PM	✓	
	TX - Health and Human Services Commission	Our ENTIRE Services Team is Headed to New Orleans! Join us!	6/27/2017 10:43 AM		
	TX - Health and Human Services Commission	Free Download: Profit Drivers in Outpatient Therapy	6/20/2017 8:56 AM		
	TX - Health and Human Services Commission	6/5/2017 Medware Portal Outage - RESOLVED	6/5/2017 4:44 PM	✓	
	TX - Health and Human Services Commission	Portal outage workaround - direct URL	6/5/2017 1:45 PM	✓	✓
	TX - Health and Human Services Commission	6/5/2017 Medware Portal Outage	6/5/2017 11:32 AM	✓	
	TX - Health and Human Services Commission	6/5/2017 Medware Portal Outage	6/5/2017 10:47 AM		
	TX - Health and Human Services Commission	6/5/2017 Medware Portal Outage	6/5/2017 9:08 AM		

Go to list (39) »

Common Process for an upgrade to the software starts with a 2 week notice sent via Marketo and posted to the WellSky Portal. This communication contains release notes and a reminder to let the end users know of the changes.

DHHS maintains a *WellSky Aging and Disability* Sandbox environment. New updates are pushed to the Sandbox site two weeks prior to an upgrade. This gives the chance for DHHS to conduct and testing and use the software and any new enhancements and to adequality train users. If large or new functionality is planned, a release companion guide will also be sent that goes into further details of the use, functions and changes of the new release.

After the upgrade a notice is placed on the WellSky Portal alerting users that the upgrade was completed.



3.c ATTACHMENT D TECHNICAL REQUIREMENTS

WellSky is pleased to provide a completed version of Attachment D on the pages following.



Attachment D Technical Requirements Traceability Matrix

Request for Proposal Number 5948 Z1

Bidders are instructed to complete a Technical Requirements Traceability Matrix for Aging Services software replacement. Bidders are required to describe in detail how their proposed solution meets the conformance specification outlined within each Technical Requirement.

The traceability matrix is used to document and track the project requirements from the proposal through testing to verify that the requirement has been completely fulfilled. The contractor will be responsible for maintaining the contract set of Baseline Requirements. The traceability matrix will form one of the key artifacts required for testing and validation that each requirement has been complied with (i.e., 100% fulfilled).

The traceability matrix should indicate how the bidder intends to comply with the requirement and the effort required to achieve that compliance. It is not sufficient for the bidder to simply state that it intends to meet the requirements of the RFP. DHHS will consider any such response to the requirements in this RFP to be non-responsive and the bid may be rejected. The narrative should provide DHHS with sufficient information to differentiate the bidder's technical solution from other bidders' solutions.

The bidder must ensure that the original requirement identifier and requirement description are maintained in the traceability matrix as provided by DHHS. Failure to maintain these elements may render the bid non-responsive and result in for rejection of the bidder.

How to complete the traceability matrix:

Column Description	Bidder Responsibility
Req #	The unique identifier for the requirement as assigned by DHHS, followed by the specific requirement number. This column is dictated by this RFP and should not be modified by the bidder.
Requirement	The statement of the requirement to which the Bidder should respond. This column is dictated by the RFP and must not be modified by the Bidder.
(1) Comply	The Bidder should insert an "X" if the Bidder's proposed solution complies with the requirement. Describe in the response how the Bidder's proposed solution meets the requirement. The Bidder should leave blank if the Bidder's proposed solution does not comply with the requirement.

Column Description	Bidder Responsibility
	<p>If left blank, the Bidder should also address the following:</p> <ul style="list-style-type: none"> • Capability does not currently exist in the proposed system, but is planned in the near future (within the next few months) • Capability not available, is not planned, or requires extensive source-code design and customization to be considered part of the Bidder's standard capability • Requires an extensive integration effort of more than 500 hours
(a) Core	<p>The bidder should insert an "X" if the requirement is met by existing capabilities of the core system or with minor modifications or configuration to existing functionality.</p>
(b) Custom	<p>The bidder should insert an "X" if the bidder proposes to custom develop the capability to meet this requirement. Describe and indicate "custom" for those features that require substantial or "from the ground up" development efforts.</p>
(c) 3rd Party	<p>The bidder should insert an "X" if the bidder proposed to meet this requirement using a 3rd party component or product (e.g., a COTS vendor, or other 3rd party). The bidder must describe the product, including product name, its functionality and benefits in their response.</p>



TECHNICAL REQUIREMENTS

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

Each requirement is identified by the following first three characters:

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



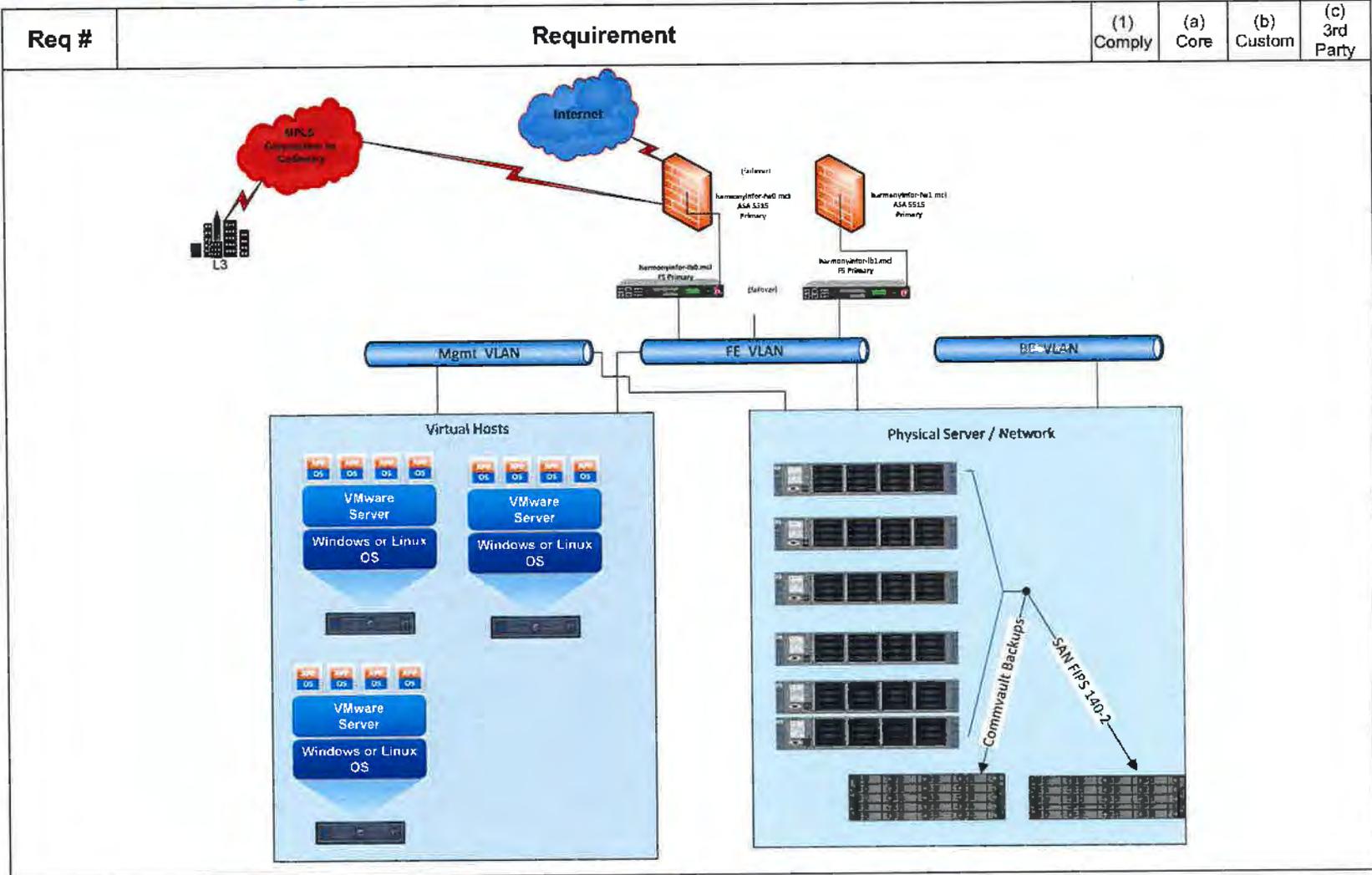
General Technical Requirements

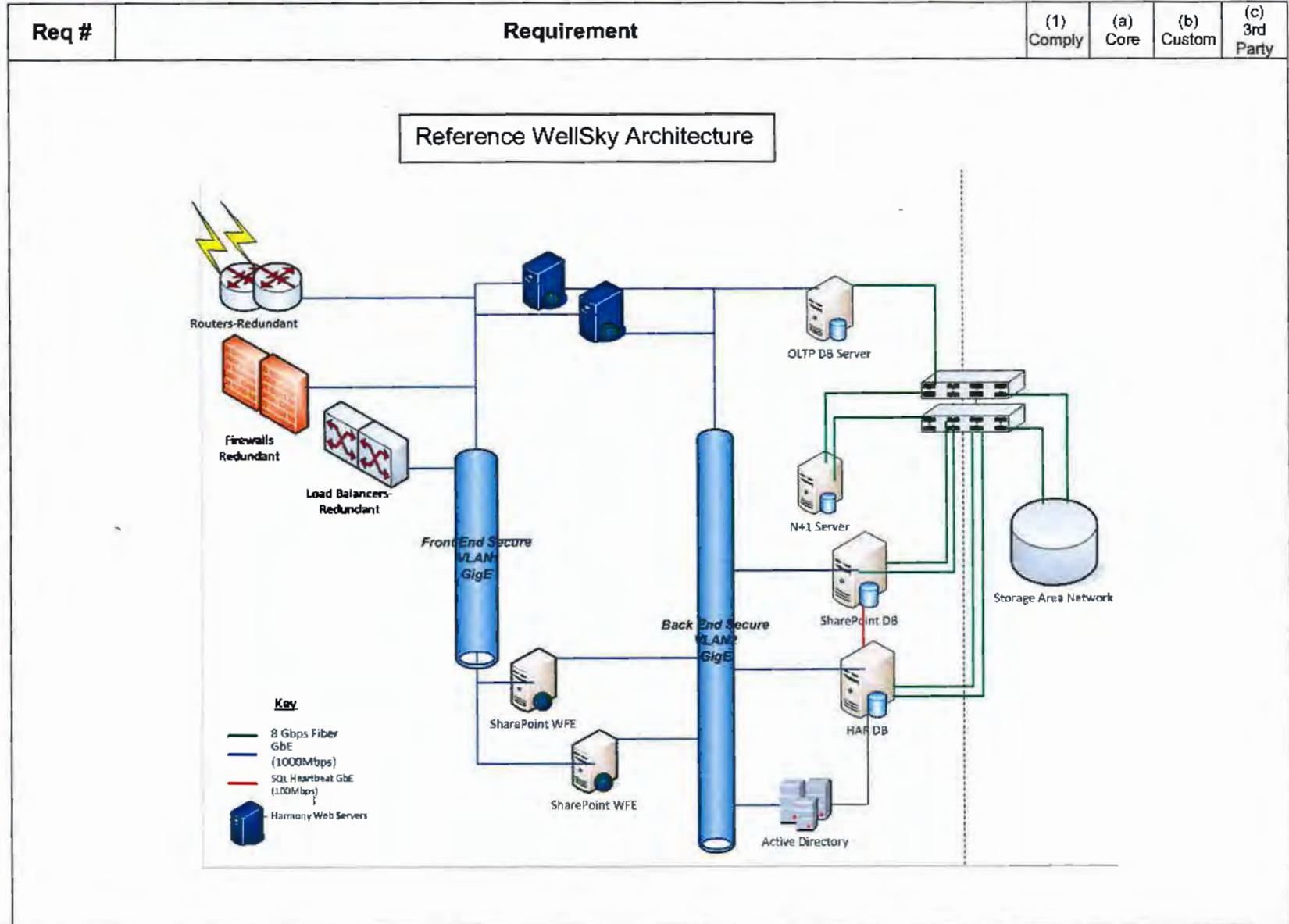
This section presents the overall technical requirements that apply to the software. Describe in the Response how the proposed solution meets the requirement.

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party						
TEC-1	Provide a description and diagram of the Bidder's proposed technical architecture. Include all database/web/networking hardware, software, tools, and information on where the solution is hosted.	X	X								
<p>Response:</p> <p>WellSky's solution architecture has been designed to achieve a high degree of redundancy and availability. WellSky complements a robust and highly available design with attentive monitoring and operational rigor, resulting in our track record of success with our customers. Our design and regimented backup procedures are important aspects of the resilience of our SaaS infrastructure. The WellSky SaaS operation is supported by a dedicated team, monitoring the infrastructure events and end user experience performance on 24x7x365 basis.</p> <p>We endeavor to assure continued preparedness for contingency operations by regularly assessing operational continuity and availability risk in the design phase. WellSky revisits this overall architecture and design at least quarterly through a review of performance metrics. We examine aspects including manageability of the infrastructure and application, reliability of the solution and underlying network and hardware and our service contracts.</p> <p>WellSky provides a robust architecture that ensures high performance, redundancy, and strong security of the production and non-production environments. The SaaS offering is comprised of both physical and virtual infrastructure and is located in commercial data centers. The overall hosting model consists of a hybrid private dedicated cloud/co-location design. WellSky contracts with for the production environment with Zayo zColo to provide colocation services. WellSky maintains a secondary data center for disaster recovery at Tier Point Hosting Solutions, located in Lenexa, Kansas.</p> <p>The responsibility for each component of the production infrastructure is detailed in the below charts:</p> <p>Production Zayo</p> <table border="1" data-bbox="258 1268 1434 1372"> <thead> <tr> <th data-bbox="258 1268 730 1338">Component</th> <th data-bbox="730 1268 982 1338">Availability Managed by</th> <th data-bbox="982 1268 1434 1338">Configuration/Change Control Managed by:</th> </tr> </thead> <tbody> <tr> <td data-bbox="258 1338 730 1372">Network/ISP</td> <td data-bbox="730 1338 982 1372">Windstream</td> <td data-bbox="982 1338 1434 1372">WellSky</td> </tr> </tbody> </table>						Component	Availability Managed by	Configuration/Change Control Managed by:	Network/ISP	Windstream	WellSky
Component	Availability Managed by	Configuration/Change Control Managed by:									
Network/ISP	Windstream	WellSky									



Req #	Requirement		(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
	Firewall	WellSky	WellSky			
	Load Balancer	WellSky	WellSky			
	Network Core Switching	WellSky	WellSky			
	VMWare Hosts	WellSky	WellSky			
	Storage for VMWare Hosts	WellSky	WellSky			
	Database Servers	WellSky	WellSky			
	DB Storage (Pure)	WellSky	WellSky			
	Backup Storage (CommVault)	WellSky	WellSky			
Disaster Recovery (Tierpoint)						
	Component	Availability Managed by	Configuration/Change Control Managed by:			
	Network/ISP	TierPoint, KS	WellSky			
	Firewall	WellSky	WellSky			
	Load Balancer	WellSky	WellSky			
	Network Core Switching	WellSky	WellSky			
	VMWare Hosts/XenServer Hosts	WellSky	WellSky			
	Storage for Hosts	WellSky	WellSky			
	Database Servers	WellSky	WellSky			
	DB Storage (Pure)	WellSky	WellSky			
	Backup Storage (CommVault)	WellSky	WellSky			





Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
	<p>The core components of the architecture include:</p> <ul style="list-style-type: none"> • Network <ul style="list-style-type: none"> ○ Redundant Internet circuits ○ Redundant routers ○ Redundant firewalls • Redundancy in the SAN fabric – Each server connected to the iSCSI or fiber network will have dual port Ethernet or fiber cards. The SAN switches shall be redundant as well, configured for failover, such that there are enough ports to accommodate all hosts if one switch fails. • Web Server Farm – The application servers would be load balanced across all web servers using a load balancer with Virtual IP Address, resolving to the public URL/Web site for SPURS. The load balancer handles SSL acceleration and session affinity. • SharePoint Farm – The SharePoint farm (SP) in the diagram, provides WellSky Advanced Reporting. Two redundant SharePoint Servers are configured • Active Directory – The Active Directory (AD) infrastructure has replication partners within the primary site and at the secondary disaster recovery site. The backup servers will act as the secondary AD servers at the production and disaster recovery (DR) sites respectively. • Database Servers –Microsoft SQL Servers with N+1 redundancy to ensure protect against hardware failure. <ul style="list-style-type: none"> ○ One active database instance will be dedicated to transactional processing for the main application. ○ One instance for WellSky Advanced Reporting (which is a reporting solution for advanced queries against a nightly refreshed copy of the OLTP DB and content databases. These instances are isolated from OLTP load purposefully to maintain performance of the OLTP. ○ The architecture includes N+1 redundancy to prepare for database server failures. <p>Network Segmentation</p> <p>The WellSky SaaS network is segmented into three logical networks as follows:</p> <ul style="list-style-type: none"> • Application and Web Services. This network is isolated and contains all web/applications servers, including Internet Information Services and SharePoint Services, Active Directory Federation Servers, and load balancer virtual addresses. These servers and services are all provided private IP addresses. Public facing web services URLs are assigned a publicly routable IP address, which is mapped to a private LAN address. Web services addresses are allowed to communicate inbound and outbound on port 443. SFTP services are restricted to port 22 inbound on a public facing IP address and server, but cannot communicate with the LAN, except via an channel on port 1180 which is restricted to communications only with the public facing SFTP server. • Database Services. All database servers are segments on a subnet which is isolated from the applications and web services subnet. • Management Subnet. A management subnet is in place to allow remote administrative access to all server infrastructures. This subnet is only accessible via SSL VPN or with direct console access. 				



Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party									
WellSky tests all application deployments against the latest critical and important patches from Microsoft and tests and deploys critical and important patches for the entire Microsoft platform stack (OS/SQL/BizTalk/SharePoint) on which WellSky products are deployed.														
TEC-2	If the Bidder's proposed solution requires any DHHS data to be stored off-site (including data "in the cloud") describe how the data is stored in federally compliant data centers residing within the continental United States of America and follows HIPAA standards.	X	X											
<p>Response:</p> <p>WellSky's SaaS solutions are hosted by WellSky in a private cloud infrastructure employing a two data center strategy for disaster recovery/business continuity. These data centers are in the continental United States and comply with HIPAA standards.</p> <p>Privacy and Security Practices</p> <p>WellSky understands that certain Personally Identifiable Information (PII) and Protected Health Information (PHI) about our employees and Covered Entity Customers' clients, patients and donors is private and personal. We are committed to protecting the privacy of that information pursuant to the legal standards created by the Omnibus Final Rule, Health Insurance Portability and Accountability Act of 1996 (HIPAA), section 13404 of the Health Information Technology for Economic and Clinical Health Act (HITECH) of the American Recovery and Reinvestment Act of 2009 (ARRA). Therefore, WellSky has adopted the following Privacy and Security practices with the intention of helping to ensure that Individually Identifiable Health Information (IIHI) about the past, present or future health condition of any employee or any of our (Covered Entity Customers') patients' PHI as defined by HIPAA, is treated appropriately by WellSky and its workforce.</p> <p>WellSky will maintain reasonable and appropriate safeguards to help protect the confidentiality and integrity of PII/PHI that is collected, received, maintained and /or disseminated by WellSky's workforce, including contractors pursuant to Services provided for Covered Entity under the applicable Underlying Agreement (s). The implemented policies and procedures establish WellSky's commitment to fully complying with applicable regulations of the Omnibus Final Rule, HIPAA and the HITECH Act.</p> <p>Physical Locations:</p> <p>The physical location and description of the location of WellSky hosting infrastructure is indicated below:</p> <table border="1" data-bbox="254 1146 1843 1365"> <thead> <tr> <th data-bbox="254 1146 520 1182">Location Name</th> <th data-bbox="520 1146 1150 1182">Description</th> <th data-bbox="1150 1146 1843 1182">Link to Data Center Specifications</th> </tr> </thead> <tbody> <tr> <td data-bbox="254 1182 520 1276">Production Data Center</td> <td data-bbox="520 1182 1150 1276">zColo by Zayo 1764A Old Meadow Lane, McLean, VA 22102</td> <td data-bbox="1150 1182 1843 1276">https://www.zayo.com/services/data-center-colocation/facilities/1764a-old-meadow-lane/</td> </tr> <tr> <td data-bbox="254 1276 520 1365">Disaster Recovery Data Center</td> <td data-bbox="520 1276 1150 1365">TierPoint Kansas City-Lenexa 14500 W 105th St Lenexa, KS 66215</td> <td data-bbox="1150 1276 1843 1365">https://www.tierpoint.com/data-centers/kansas/kansas-city-lenexa/</td> </tr> </tbody> </table>						Location Name	Description	Link to Data Center Specifications	Production Data Center	zColo by Zayo 1764A Old Meadow Lane, McLean, VA 22102	https://www.zayo.com/services/data-center-colocation/facilities/1764a-old-meadow-lane/	Disaster Recovery Data Center	TierPoint Kansas City-Lenexa 14500 W 105th St Lenexa, KS 66215	https://www.tierpoint.com/data-centers/kansas/kansas-city-lenexa/
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Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
	<p>TierPoint serves as failover site in the event of disaster at the WellSky contracted Zayo primary hosting facility, in McLean, VA. This Disaster Recovery (DR) site is on standby in case a catastrophic event occurs that renders the Zayo hosting facility inaccessible or unusable. The architecture of the DR site is a scaled down replica of the production architecture.</p> <p>Data center security</p> <ul style="list-style-type: none"> • Redundant state-of-the-art SSAE16 Type II secured facilities, with redundant hardware, power and internet connectivity. • Physical access limited to our own Data center technicians. • 24 x 7 x 365 onsite security. • Physical security independently audited. <p>Facility Security</p> <p>Facility entry is monitored with security cameras providing 24x7x365 electronic video surveillance of entry and exit to and from the hosting facility.</p> <p>Access to the data center and hosting facility equipment is controlled by on site staff 24x7x365. WellSky employees must check in with facility security, sign a security log, and present valid government identification. Facility security staff then validate access is granted for the individual. WellSky staff is then assigned a security badge and escorted by facility security to the WellSky cabinets. Facility security staff then unlocks the WellSky assigned cabinets and grants access. All customer data and equipment is stored in locked cabinets and keys to these cabinets are provided only to the authorized personnel.</p>				
TEC-3	Describe how the solution is designed so that business rule parameters and code lookup tables can be easily updated without changing the overall application program logic.	X	X		
	<p>Response:</p> <p>As detailed in the response to TEC-6 below, authorized users may make adjustments as business needs and requirements change. Administrators have the ability to configure workflows, create and maintain all drop down lists, assign user and role permissions, update system defaults and more in the system.</p>				



TEC-4	Describe the software licensing model of the solution, including any required third party licensing. Describe how the Bidder's maintains licensed software no more than two supported versions behind the latest release and updated with latest security patches	X	X		
<p>Response: <i>WellSky Aging and Disability</i> is delivered in a SaaS model on an annual subscription basis. Updates to new versions of <i>Harmony</i> solutions are included with the subscription at no additional cost. Harmony's product release cycle generally includes one major release per year and several maintenance releases to the COTS product. These upgrades are available to DHHS during the course of its licensing of the proposed WellSky COTS product. This is an added benefit of choosing a true COTS product over a product that relies on a customer-specific code branch. Not only does DHHS benefit from enhancements, DHHS also receives product updates that are driven by market needs across the Home- and Community-Based Long-Term Care marketplace. When a new release becomes generally available, the DHHS solution will be updated. WellSky SaaS subscribers are never more than one supported version behind the latest release. Any third-party products (beyond desktop hardware and browsers) are included in the subscription fees.</p>					
TEC-5	Describe any impact to the solution when customizations are made for upgrades and maintenance processes. DHHS prefers to minimize downtime and impact to the users.	X	X		
<p>Response: Common Process for an upgrade to the software starts with a 2 week notice sent via Marketo and posted to the WellSky Portal. This communication contains release notes and a reminder to let the end users know of the changes.</p> <p>HHSC will maintain a <i>WellSky Aging and Disability</i> Sandbox environment. New updates are pushed to the Sandbox site two weeks prior to an upgrade. This gives the chance for HHSC to conduct and testing and use the software and any new enhancements and to adequality train users. If large or new functionality is planned, a release companion guide will also be sent that goes into further details of the use, functions and changes of the new release.</p> <p>After the upgrade a notice is placed on the WellSky Portal alerting users that the upgrade was completed.</p>					
TEC-6	Describe how the proposed solution is scalable and flexible enough to accommodate any changes required by the State and/or federal statute, mandate, decision or policy.	X	X		

Response:

The WellSky SaaS platform is architected to scale to accommodate the needs of existing and future customers. WellSky monitors the workload on servers, disk, network, firewall, database servers and the other elements of the underlying infrastructure to assure that the application environment is sized properly and is tuned optimally to meet customer demand within existing service level agreements. WellSky regularly conducts estimates on server and network load and projections on disk storage growth for example to assure that we are scaling our infrastructure well ahead of demand. As the SaaS solution environments expand, we also make resource decisions to support the environment as it grows in size and complexity.

WellSky Aging and Disability is highly configurable, allowing authorized administrators to make adjustments as business needs and requirements change. Administrators have the ability to configure workflows, create and maintain all drop down lists, assign user and role permissions, update system defaults and more in the system. Users also have the ability to customize screens to match the way they work. The following is a high level list of all items that can be created and edited, along with a summary of some important tasks that the user can do within the entities that they create/maintain:

General Fields

1. Nationalities creation
 - a. Can map to official NAPIS Ethnic Race.
2. Caregiver Relationships
 - a. Can map to official NAPIS Caregiver relationships
3. Consumer languages
4. User Fields
 - a. Can choose from many different field types to ensure consistent data entry
 - b. Can link to assessment questions so information will flow seamlessly between consumer record and assessment form.
5. Status Codes
 - a. Can create codes for:
 - i. Activities
 - ii. Enrollments
 - iii. Care Plans
 - iv. Invoice
 - v. Invoice item
 - vi. Service Plan
 - vii. Service Order
 - viii. Service Suspension
 - ix. Care Plan Worksheet entry
6. Reason Codes
 - a. Can create codes for:
 - i. Consumer inactivation
 - ii. Agency inactivation

- iii. Activities
- iv. Enrollments
- v. Care Plans
- vi. Invoice
- vii. Invoice item
- viii. Service Plan
- ix. Service Order
- x. Service Suspension
- xi. Care Plan Worksheet entry

- 7. Diagnosis Codes
- 8. Marital Status
- 9. ADRC Activities
- 10. Eligibilities
- 11. Keywords
- 12. Call Planning
- 13. Call Priorities
- 14. Referred By
- 15. Age Group
- 16. Payment Sources
- 17. Contact Types
- 18. Location Types
- 19. Phone Types
- 20. Journal Types
- 21. NSIP Meal Types
- 22. Payment Methods
- 23. Provider Types
- 24. Provider Role Types
- 25. Unit Types
- 26. Accessibility Types
- 27. Caller Types
- 28. Call Types
- 29. Disability Types

Program Definition Fields:

- 1. Levels of Care
 - a. Can associate service programs to Levels of Care (creating a care program/locus of care)
- 2. Service Programs/Care Programs
 - a. Can associate services with service programs, along with service rules (requires a care plan, order, etc).
 - b. Can grant access based on Role
 - c. Can create cost caps for program and also include co-pay indicators

3. Fund Identifiers
 - a. Can associate multiple services to Fund IDs
4. Service Categories
 - a. Can associate multiple services to Service Categories
5. Services
 - a. Can associate multiple topics to Services
 - b. Can associate multiple places to Services
 - c. Can associate multiple taxonomy codes to Services
6. SubServices
 - a. Can associate subservices with services
7. Places of Service
8. Topic outcomes
9. Topic categories
10. Topics
 - a. Can associate multiple Topic Outcomes with Topics
11. Programs
12. Activities/Referrals

Organizations:

1. States
 - a. Can establish security for States
 - b. Can add an unlimited number of contacts for states
 - c. Can add an unlimited number of locations for states
 - d. Can add an unlimited number of phone numbers for states
 - e. Can add a Staffing Profile to streamline NAPIS Report creation
2. Agencies
 - a. Can link an unlimited number of Providers to agencies
 - b. Can establish security for agencies
 - c. Can add an unlimited number of contacts for agencies
 - d. Can add an unlimited number of locations for agencies
 - e. Can add an unlimited number of phone numbers for agencies
 - f. Can add a Staffing Profile to streamline NAPIS Report creation
3. Providers
 - a. Can link an unlimited number of agencies to providers
 - b. Can link an unlimited number of subproviders to providers
 - c. Can link an unlimited number of services to providers
 - i. Can establish rates for services, unique to each service, fund and provider
 - d. Can establish security for providers
 - e. Can link an unlimited number of sites to providers
 - f. Can add an unlimited number of contacts for providers

- g. Can add an unlimited number of locations for providers
 - h. Can add an unlimited number of phone numbers for providers
 - i. Can link an unlimited number of provider roles to providers
 - j. Can link an unlimited number of provider types to providers
 - k. Can link an unlimited number of languages to providers
 - l. Can link an unlimited number of accessibilities to providers
 - m. Can link an unlimited number of eligibilities to providers
 - n. Can link an unlimited number of keywords to providers
 - o. Can link an unlimited number of service areas to providers
 - p. Can specify which providers appear on public portal
4. Care Managers
- a. Can link an unlimited number of agencies to care managers
 - b. Can link an unlimited number of subproviders to care managers
 - c. Can link an unlimited number of services to care managers
 - i. Can establish rates for services, unique to each service, fund and care manager
 - d. Can link an unlimited number of sites to care managers
 - e. Can add an unlimited number of contacts for care managers
 - f. Can add an unlimited number of locations for care managers
 - g. Can add an unlimited number of phone numbers for care managers
 - h. Can link an unlimited number of provider roles to care managers
 - i. Can link an unlimited number of provider types to care managers
5. Sites
- a. Can link an unlimited number of providers to sites
 - b. Can add an unlimited number of contacts for sites
 - c. Can add an unlimited number of locations for sites
 - d. Can add an unlimited number of phone numbers for sites

Care Plans:

- 1. Functional Categories
- 2. Functional Areas
 - a. Can link to functional category
- 3. Care Plan Goals

Places (populated automatically by default):

- 1. Countries
 - a. Can link an unlimited number of states to countries
- 2. States
 - a. Can link to a country

3. Counties
 - a. Can link an unlimited number of municipalities to counties
4. Municipalities
5. Towns
 - a. Can link an unlimited number of zip codes to towns
6. Zip Codes
 - a. Can link to a county
7. Regions

Reports:

1. Custom Reports
2. Word Merges

Security:

1. User Logins
 - a. Can associate with an unlimited number of Roles
2. User Roles
 - a. Can create system privileges
 - b. Can create Field Security

The system also has general configuration rules and tools managed by the administrators, allowing administrators to:

1. Establish various application defaults
2. Lock service deliveries based on a specified date
3. Determine how consumer IDs are generated
4. Establish automatic numbering for service orders/invoices
5. Enable single sign on
6. Configure consumer search rules
7. Customize field level security for assessment questions
8. Customize assessment expiration rules
9. Customize complete intake/screening/assessment forms and indicators

Additionally, end users can make their own minor configuration changes to assist with the data entry process. End users can:

1. Change font size.
2. Customize columns.
3. Customize sequence of data entry fields
4. Set defaults

TEC-7	Describe how the system stores objects such as pictures, documents, PDF files, etc. If an electronic document management system is part of the solution, provide a description of the proposed document system and how it is able to support multiple objects.	X	X		
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Response:

WellSky Aging and Disability allows users with appropriate privileges the ability to attach documents (MS Word, PDF, Text, JPG, Excel, etc.) to consumer records. This information is stored within the centralized case management database.





TEC-8	Describe how the proposed solution is responsive to mobile technology and works with mobile devices such as smart phone or tablets.	X	X		
<p>Response:</p> <p>WellSky's Mobile Assessment solution allows for assessments to be conducted remotely, with or without connectivity, with a seamless integration to the centralized case management database. Many WellSky customers use tablets and other mobile devices to collect assessment data in the field. WellSky's newest version of <i>WellSky Aging and Disability</i> is compatible with all of the most popular browsers and is available wherever the user has an internet connection. Portions of the WellSky solution are better suited for larger, full-screen devices. Optional add-on modules are available which are device-agnostic and support smaller form-factor mobile devices.</p>					
TEC-9	Describe what industry standard browsers are supported by the Bidder's solution.	X	X		
<p>Response:</p> <p>As noted in the response to TEC-8, <i>WellSky Aging and Disability</i> is compatible with all major browsers, including Internet Explorer, Edge, Chrome, and Safari.</p>					

Standards Requirements

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
STN-1	Describe how the Bidder's proposed solution complies with accessibility requirements described in the State of Nebraska accessibility requirements located at http://nitc.nebraska.gov/standards/2-101.html	X	X		
<p>Response:</p> <p><i>WellSky Aging and Disability</i> aligns with the accessibility requirements of the State of Nebraska and was designed with accessibility for persons with disabilities in mind. When used with third-party assistive devices and technology, users with disabilities have equivalent access and control of the solutions functions and features.</p>					



Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
STN-2	Describe how the Bidder's proposed solution conforms to the sub-parts of Section 508 of the Americans with Disabilities Act (ADA), and any other appropriate State or federal disability legislation. Refer to http://www.ada.gov/508/ .	X	X		
<p>Response:</p> <p>WellSky performs testing and validation using different tools to comply with the Americans with Disabilities Act (ADA), Section 508 of the Rehabilitation Act. As part of this process, we generate a Voluntary Product Accessibility Template (VPAT) that contains information on our compliance with the Section 508 standards. WellSky's VPAT can be provided upon request.</p>					
STN-3	Describe how the Bidder's proposed solution is consistent with all HIPAA and other statutory, regulatory and policy requirements as defined and adopted by DHHS. Refer to http://dhhs.ne.gov/Pages/fin_ist_policies.aspx for policies and standards.	X	X		
<p>Response:</p> <p>WellSky follows a comprehensive, multi-level security program to ensure integrity and protection of customer data from unauthorized access. This program is based on an organizational commitment to the security of customer data and regulatory compliance with HIPAA. Our security program consists of best practices technical measures and is complemented by internal operational policy and procedures.</p> <p>System and Application Security</p> <p>At the application level, WellSky solutions provide robust organizational- and role-level security that allows for very granular security management. This configurable application security infrastructure controls which functions a user can access as well as what data a user can access down to the field level.</p> <p><i>Harmony for Aging and Adult Services'</i> role-based security allows a System Administrator to create groups that define the chapters, pages and fields that will be available to users in a specific division or functional business area (e.g., finance) and roles that further refine the areas of the application available to users with specific job functions, and their edit privileges (e.g., view, add, edit, delete, etc.). These features allow an organization to define an unlimited number of roles to help ensure that users are able to access data appropriate to their line of business and job function.</p> <p>SaaS Operations Security</p> <p>WellSky has a comprehensive set of internal corporate HIPAA policies, including access control policies and procedures to secure PHI. These policies include an approach that provides access to data only by essential personnel according to job requirements. All employees complete annual HIPAA training. Below are some highlights of the HIPAA policies and procedures now in place at WellSky:</p>					



Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
	<ul style="list-style-type: none"> WellSky maintains on staff a Chief Security Officer, responsible for developing, monitoring, and enforcing security practices, including implementation of policies and procedures to prevent, detect, contain, and correct security violations. Response protocols in the event of an emergency or other occurrence that damages systems that contain EPHI, including data backup plan, DR plan, emergency mode operation plan, testing, and revising procedures. WellSky screens all personnel by performing reference and background checks, and by requesting information about a candidate's former work and, if any, criminal history. All WellSky employees, contractors, and sub-contractors are required to read, understand, and abide by Information Security policies, and are trained at least annually on the following requirements: <ul style="list-style-type: none"> Protect PHI/PII - All WellSky employees, contractors, and sub-contractors are required to protect sensitive data from accidental or intentional unauthorized access, modification, disclosure, or destruction. Report Violations - All WellSky employees, contractors, and sub-contractors are required to report any known or suspected violations and/or security concerns to management, Information Security, or the HIPAA Privacy Officer. All WellSky employees, contractors, and sub-contractors are required to report faulty physical controls/equipment (shredders, door locks, etc.) as well. 				

Error Handling Requirements

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

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
ERR-1	Describe the Bidder's proposed Error Handling functionality.	X	X		
<p>Response: <i>WellSky Aging and Disability</i> contains many built-in business rule validations across the application that are invoked during data entry or when information is saved. When validation rules fail, the user is notified via on-screen prompts with information that describes the problem and suggestions for resolving the problem where appropriate.</p> <p>In addition to the business rule validation provided in <i>WellSky Aging and Disability</i>, WellSky also monitors the production hosting environment for anomalies and error detection/correction. Logging is accomplished through a variety of third party and native tools. Examples include, but are not limited to:</p> <ul style="list-style-type: none"> Internet Information Server logs 					



Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
	<ul style="list-style-type: none"> • Custom application event logs • Windows Operating System event logs • Database event logs 				
ERR-2	Describe how the Bidder's proposed solution provides a comprehensive set of edits at the point of data entry to minimize data errors and provide immediate feedback in order for incorrect data to be corrected before further processing.	X	X		
<p>Response:</p> <p>To aid data quality and consistency, WellSky's solutions include field-level edits that prevent users from entering data in a different format than the required format (e.g. 10-digit telephone numbers). If a user enters incorrectly formatted values, WellSky will notify the user of the mistake and prompt for correction. WellSky also relies on dropdown selection lists, check boxes, date selectors, and other field controls to help ensure that data inputs are compliant with organizational business rules. Text boxes include spell check functionality and cut and paste features. User permissions may also be set to require supervisory approval of specific screens or forms before they may be saved permanently.</p>					
ERR-3	Describe how the Bidder's proposed solution ensures all errors are written and categorized to an error log. Describe how the Bidder's proposed solution allows for a user to view, filter, sort, and search the error log.		X		
<p>Response:</p> <p>The <i>WellSky Aging and Disability</i> solution displays validation and error messages via the user interface for users to view in real-time and this type of information is not stored in a centralized error log repository. Server-side event logs, application logs, and unexpected error logs are stored in a central location that is accessible by WellSky administrators, which WellSky uses to ensure the application is running in a normal and efficient manner.</p>					
ERR-4	Describe how the Bidder's proposed solution provides for the generation of standard and customizable error reports.		X		
<p>Response:</p> <p>The <i>WellSky Aging and Disability</i> solution does not offer any out of the box set of reports that generate reports for validation errors or error log information. WellSky would be happy to work with DHHS to understand what type of error reports may be needed and help determine how best to include these as part of the implementation.</p>					



Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
ERR-5	Describe how the Bidder's proposed solution has the ability to suppress error messages based upon user-defined criteria.		X		
<p>Response:</p> <p>The validation and error messages that the <i>WellSky Aging and Disability</i> solution displays to users are a core port of the application and are not available to configure. As part of the implementation, if Workflow Triggers are created that display validation or error messages to users, the system administrator can revise the logic for when and how the messages are displayed.</p>					

Database/Data Management Requirements

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

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
DBM-1	Describe the Bidder's proposed Database architecture including the database software is supported by the proposed application.	X	X		
<p>Response:</p> <p>The <i>WellSky Aging and Disability</i> solution is designed with a 3-tier architecture: presentation, application, and database. In this model, users are separated from the data layer thru the presentation (user interface) layer. The application layer (sometimes referred to as the middle layer) generates abstracted views for the information in the database and acts as a controller between the presentation and database layer. One of the primary benefits of this architecture is that it allows WellSky the flexibility to scale the application as needed to help maintain acceptable performance levels. The database management system currently used with the WellSky solution is Microsoft SQL Server 2014 however WellSky evaluates newer versions of database software as they become available.</p>					
DBM-2	Describe the Bidder's proposed Database Warehouse solution, if applicable.	X	X		
<p>Response:</p> <p>The proposed solution includes <i>WellSky Advanced Reporting</i>, a business intelligence and self-service reporting module that allows designated report developers to dynamically query and extract data without assistance from WellSky.</p>					



Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
<p>Several of our state customers have come to fully rely on and maximize the use of this valuable tool to create agency-defined critical reports to facilitate programmatic, operational and data integrity reports to support its critical programs. This tool allows customers to report on any data element captured in the system. This kind of self-service reporting is a high-value tool when DHHS is required to report to the legislature about its programs.</p> <p><i>WellSky Advanced Reporting</i> is a purpose-built platform in which the complex relational database structure of the <i>Aging and Disability</i> solution suite is simplified, de-normalized (i.e., "flattened"), and otherwise optimized for reporting. <i>WellSky Advanced Reporting</i> also includes dynamically created, cross-tabulated assessment tables to simplify the use of assessment data. Finally, <i>WellSky Advanced Reporting</i> includes a full copy of DHHS' transactional database, ensuring that all data elements are available for inclusion in reports.</p>					
DBM-3	Describe how the Bidder's proposed solution is built upon an integrated data model, such as a Relational Database Management System (RDBMS), with referential integrity enforced. Describe the integrated data model.	X	X		
<p>Response: The <i>WellSky Aging and Disability</i> solution contains a database design that is considered a centralized model where all data resides. The data structures are normalized to help reduce redundant data and to ensure that data is logically stored. The data structures are designed to take advantage of referential integrity to ensure that data in child tables uses foreign keys to reference associated data in parent tables via the primary key. This database design, along with the various validations and business rule logic built into the solution, help maintain the accuracy and consistency of the data.</p>					
DBM-4	Describe how the Bidder's proposed solution maintains an automated history of all transactions, including, but not limited to: date and time of change, "before" and "after" data field contents, and operator identifier or source of the update.	X	X		
<p>Response: WellSky provides application audit logs for each end user's access or modification of transactional data. The audit record identifies the user by unique system identifier, time and date of action, and the transactional data values before and after changes. This audit information is readily available for reporting by authorized users and provides the necessary forensics to reconstruct data manipulation sequences over time and identify the user(s) who performed the manipulation.</p>					
DBM-5	Describe the ability for the Bidder to convert data from the current systems utilized into the Bidder's proposed solution. Describe the technology used to complete the conversion.	X	X		

Response:

Data Conversion Methodology

WellSky performs data conversion in almost every implementation of a system, and, therefore, brings to this engagement experience in hundreds of successful data conversion efforts. The methodology and processes outlined below have been honed and refined to align specifically with the implementation of the *Harmony* solution proposed.

The data conversion methodology refers to the specific set of procedures and tasks used to manage and control conversion of data into the *Harmony* solution SQL database using SQL scripts. The data conversion process is vital to the success of an implementation and should be planned carefully with committed data conversion team members from both WellSky and the Agency. This methodology helps ensure that the entire data conversion task results in an accurate migration, ultimately resulting in a more comfortable user group and a more manageable end-user learning curve. WellSky's Data Conversion Plan comprises an orientation phase, a review and test phase, and a final live conversion phase.

To facilitate conversion, WellSky relies upon a standard, single, prescribed data conversion schema submission file for data conversions. This standardized single file format and its data elements are a product of lessons learned through years of data conversions. Use of the conversion template provides the following benefits:

- **Predictability** — A single file format with prescribed data elements naturally lends itself to an increased success rate for live conversion because it helps ensure data consistency across disparate systems. WellSky is able to take a sample of client data, test convert it, work through possible data source issues, and provide higher predictability of a successful live conversion.
- **Cost Efficiency** — A single file format and prescribed data set reduces the risk of incomplete data submissions or multiple data source conflicts, which can result in unplanned data cleanup or multiple data conversions. The single file also permits easy mapping of Agency data to WellSky's schema through a data crosswalk exercise.
- **Time Efficiency** — Use of the conversion template eliminates the need for custom scripting to import the data to the new system.

WellSky's approach is predicated on close collaboration with Agency resources to complete data conversions. If needed, WellSky's role in conversion may be expanded under a change order to hire or staffing to complete tasks required of the Agency.

Approach

1. Solution mapping sessions (SMS) are conducted to determine how the customer will use *Harmony* and, therefore, the critical data elements that are needed.
2. Based on the data gathered in the SMS, WellSky's implementation services and data conversion specialists work with the customer to identify the subset of data elements available in a standard data conversion that will be used in the current implementation.
 - This is documented in the Harmony Data Conversion Schema Data Dictionary
3. The customer populates the Data Schema provided by WellSky with the information agreed upon in the Data Dictionary.



4. The data is imported into a non-production site and reviewed by WellSky and the customer. Several iterations may be required to identify and resolve data issues.
5. Prior to go live, data is imported into the customer's production site and a final review is done.

Scope of Standard Data Migration

- Setup/General
 - Places data (state, region, county, city, zip code)
 - ICD-10 CM Diagnosis Codes
 - Service Codes
 - Users
 - Roles
- Core Consumer Demographics
 - Name
 - Address(es)
 - Phone Number(s) / Email Address(es)
 - IDs (e.g., SSN, Medicaid #, legacy system ID)
 - Misc (e.g., race, ethnicity, gender, DOB)
 - Diagnoses
 - Program/Provider Enrollments
- Core Provider (Vendor) Demographics
 - Name
 - Address(es)
 - Phone Number(s) / Email Address(es)
 - IDs (e.g., EIN, Medicaid #s, NPI, legacy system ID)
 - Service Codes
 - Core Worker Demographics
 - Name
 - Address
 - Phone Number/Email Address
 - Misc (e.g., SSN, race, ethnicity, gender)
 - Supervisor

Migration Assumptions

- WellSky will make reasonable efforts to accommodate customer-specific data conversion needs within a standard data conversion but retains the right to make the final decision as to whether or not a given field is included in a standard data conversion.
- Customer will provide data in the format proscribed by WellSky.
- Customer will "scrub" data prior to submission to ensure a clean conversion. Includes, but is not limited to
 - Removing/merging duplicate records
 - Removing or editing data that contains inappropriate values and/or special characters



- Removing records that should not be imported
- Aligning or mapping values in legacy data to allowable values in Harmony
- Editing records/values to match destination data types in Harmony (e.g., cannot import alphabetic characters into a numeric field)

Backup and System Recovery Requirements

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

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

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

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
BKP-1	Describe the Bidder’s proposed Backup and System Recovery plan and readiness. Describe the Bidder’s service level agreement on returning the solution to service from a backup. Describe the Bidder’s proposed backup retention schedules – daily, weekly, monthly, quarterly, etc.	X	X		
<p>Response:</p> <p>WellSky provides regular automated backups as part of the standard SaaS offering. The service is a combination of automated disk and tape backup for SQL database (customer data), system configuration, and the WellSky application. Each night, automated backups of all customer data are encrypted, saved to disk and backed up onto a NAS, and replicated to our secondary data center in Lenexa, Kansas.</p> <p>The backup and replication process is as follows:</p> <ul style="list-style-type: none"> • Nightly differential and weekly full backups are stored to disk in production (Zayo) • Each night, these disk backups are replicated to Tierpoint-Kansas (the secondary data center) via CommVault infrastructure. 					



Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party									
	<ul style="list-style-type: none"> Archival tapes are used for a duplicate copy of all backups and rotated to a secure off-site First Federal storage facility weekly. WellSky maintains tape hardware in both data centers to assure we can restore archival tapes as well as near terms disk backups. <p>In compliance with HIPAA standards, the end-of-year tape is stored for 7 years.</p> <p>WellSky tests backup and restores as part of our normal hosting operations and successfully backs up and successfully restores over 30 databases each night on a scheduled basis.</p>													
BKP-2	Describe the Bidder's proposed Disaster Recovery Plan. Describe the Bidder's service level agreement on returning the solution back to operational service.	X	X											
	<p>Response:</p> <p>WellSky's Disaster Recovery (DR) approach employs a dual data center strategy. The physical location and description of the location of WellSky hosting infrastructure is indicated below:</p> <table border="1" data-bbox="249 721 1839 940"> <thead> <tr> <th data-bbox="249 721 510 756">Location Name</th> <th data-bbox="510 721 1140 756">Description</th> <th data-bbox="1140 721 1839 756">Link to Data Center Specifications</th> </tr> </thead> <tbody> <tr> <td data-bbox="249 756 510 846">Production Data Center</td> <td data-bbox="510 756 1140 846">zColo by Zayo 1764A Old Meadow Lane, McLean, VA 22102</td> <td data-bbox="1140 756 1839 846">https://www.zayo.com/services/data-center-colocation/facilities/1764a-old-meadow-lane/</td> </tr> <tr> <td data-bbox="249 846 510 940">Disaster Recovery Data Center</td> <td data-bbox="510 846 1140 940">TierPoint Kansas City-Lenexa 14500 W 105th St Lenexa, KS 66215</td> <td data-bbox="1140 846 1839 940">https://www.tierpoint.com/data-centers/kansas/kansas-city-lenexa/</td> </tr> </tbody> </table> <p>TierPoint serves as failover site in the event of disaster at the WellSky contracted Zayo primary hosting facility, in McLean, VA. This Disaster Recovery (DR) site is on standby in case a catastrophic event occurs that renders the Zayo hosting facility inaccessible or unusable. The architecture of the DR site is a scaled down replica of the production architecture.</p> <p>The required level of redundancy and capacity is not as high for the non-production environment such as development and training and as a result, the footprint has been scaled down accordingly.</p> <p>The disaster recovery site is hosted in a geographically disperse data center (TierPoint located in Lenexa, KS) by WellSky. This would serve as failover site in the event of disaster at the WellSky contracted Zayo primary hosting facility, in McLean, VA. This DR site is on standby in case a catastrophic event occurred that rendered the WHS hosting facility inaccessible or unusable. The architecture of the DR site is a scaled down replica of the production architecture.</p> <p>The production environment will be housed in the Zayo Data Center in Mclean, VA. The non-production environment will be located in the TierPoint facility in Lenexa, KS.</p>					Location Name	Description	Link to Data Center Specifications	Production Data Center	zColo by Zayo 1764A Old Meadow Lane, McLean, VA 22102	https://www.zayo.com/services/data-center-colocation/facilities/1764a-old-meadow-lane/	Disaster Recovery Data Center	TierPoint Kansas City-Lenexa 14500 W 105th St Lenexa, KS 66215	https://www.tierpoint.com/data-centers/kansas/kansas-city-lenexa/
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Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
	<p>The WellSky contingency plan involves the following key components:</p> <ul style="list-style-type: none"> • Routine Business Impact Analysis (BIA). This exercise inventories all critical components of the SaaS operation and results in a prioritization of risk to the SaaS operation. WellSky also conducts a BIA for corporate systems including customer service, finance, human resources, and corporate email. • Redundant SaaS architecture; • Backups stored locally in the production data center. Replication of backups nightly to our DR data center. • Two site data center design for Disaster Recovery (DR), designed for recovery in the event of a disaster affecting the production data center • A contingency/ Continuity of Operations Plan (COOP) that enables WellSky workers to work remotely or in alternate offices in the case of damage affecting the Reston or Essex Junction WellSky offices. • Designation of key personnel assigned to DR procedures with routine updating of contact lists. • Collection of key vendor and supplier and contract information in case needed to support recovery efforts. • Detailed technical recovery strategies, disaster declaration procedures outlined in the WellSky SaaS DR plan. • Annual tabletop exercise conducted for the WellSky SaaS operation by an independent third party specializing in business continuity and disaster recovery. <p>The results of these efforts are manifested in WellSky's proven track record in the following areas: a) application availability, b) excellence in operational performance, and c) innovation in serving DHHS. Examples include:</p> <ul style="list-style-type: none"> • In 2014, WellSky completed a data center move, implementing a geographically dispersed two data center design for our SaaS footprint. • We average 64TB of customer data successfully backed up each month across more than 550 databases. • In Q1 2016, we increased our MPLS circuit throughput for disaster recovery and two site replication by a factor of 10 to address finding from our review of performance metrics. • Routine testing of database restores to validate backup success and integrity. • Executive Summary reports summarizing the DR tabletop exercise. <p>A high-level DR design topology has been provided below in Figure 1</p>				

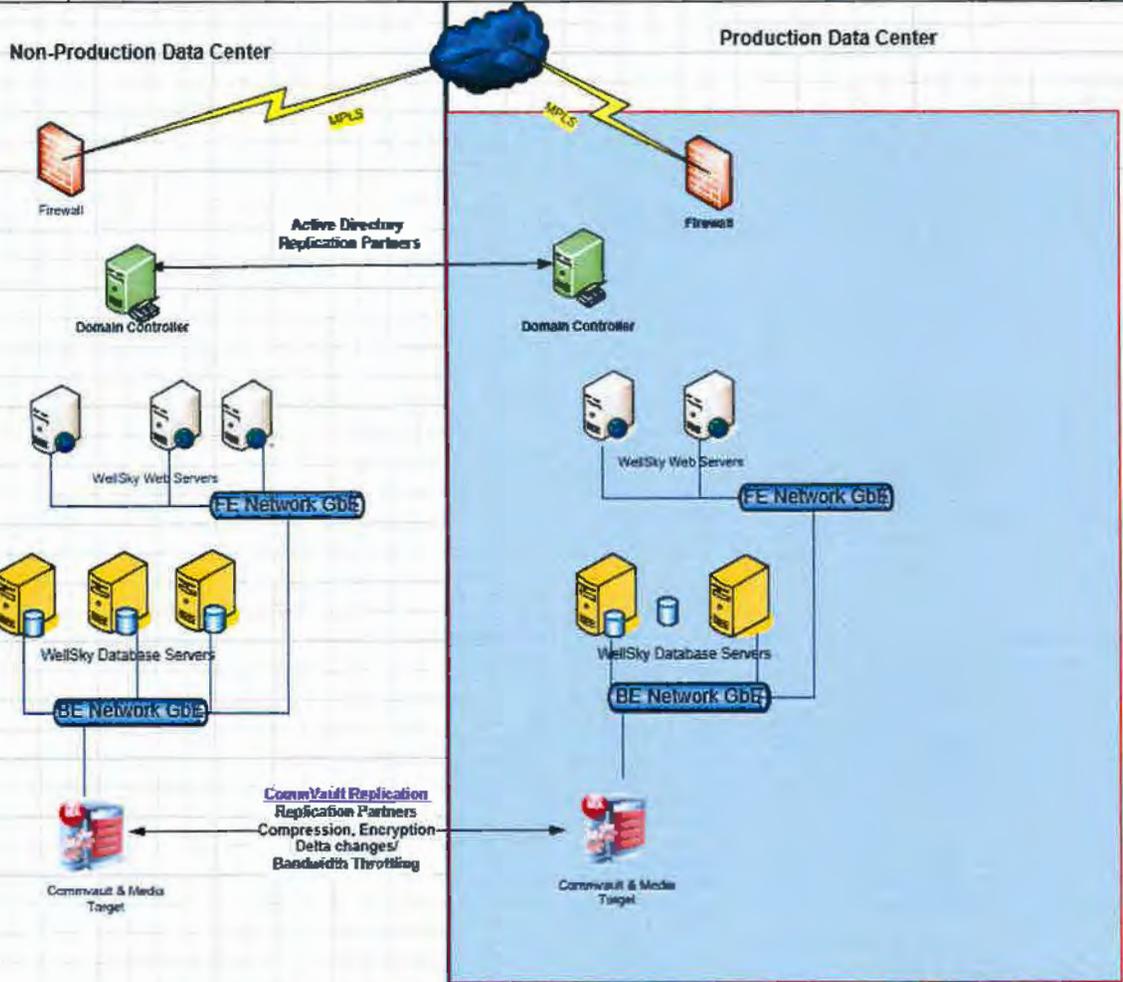
Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
	 <p>The diagram illustrates a disaster recovery architecture with two data centers: Non-Production Data Center and Production Data Center. Both are connected to a central cloud via MPLS links. The Non-Production DC includes a Firewall, Domain Controller, WellSky Web Servers, WellSky Database Servers, and a Commvault & Media Target. The Production DC includes a Firewall, Domain Controller, WellSky Web Servers, WellSky Database Servers, and a Commvault & Media Target. Key connections include: MPLS links between firewalls; Active Directory Replication Partners between domain controllers; FE Network GbE between web servers; BE Network GbE between database servers; and Commvault Replication Partners (Compression, Encryption, Delta changes, Bandwidth Throttling) between media targets.</p>				

Figure 1

WellSky maintains non-production hardware and virtual infrastructure at the secondary facility. These environments are on standby and in the case of a disaster, are repurposed as production environments.



Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
	<p>Below is an explanation of Figure 1:</p> <ul style="list-style-type: none"> • WellSky has provisioned an MPLS circuit for connectivity between data centers, enabling site to site replication of domain information and backups; • Active Directory domain information is replicated real time between the primary and secondary data centers. • WellSky web/application servers are on standby at the non-production data center. Each time a new production application deployment takes place, WellSky updates the DR environment web servers to match the production version. The intent is to maintain the same version of application code/build deployed in both the DR and production environments. • WellSky database (DB) servers are on standby at the non-production data, ready to receive database restoration from the replicated backups of production data. <p>In the event of a catastrophic disaster at the production data center, WellSky confirms domain replication status of Active Directory. Existing capacity at the secondary site is used for initial application installation and restoration of the most recent database backups. Additional capacity is then provisioned. Once the initial footprint is operational, WellSky initiates a DNS change to redirect the production application URL to the new production instance of the application running at the secondary data center. Until full DNS propagation is complete, WellSky provides the customer with a direct interim IP address. Incremental capacity is provisioned until either:</p> <ul style="list-style-type: none"> • we reach full production capacity, • we roll back to the original production data center, or • a replacement footprint is established at another location <p>WellSky modifies its disaster recovery process as the state of technology, industry best practices and operational needs change.</p> <p>Figure 2 (below) depicts the CommVault backup and disaster recovery topology used in the WellSky SaaS Environment.</p>				

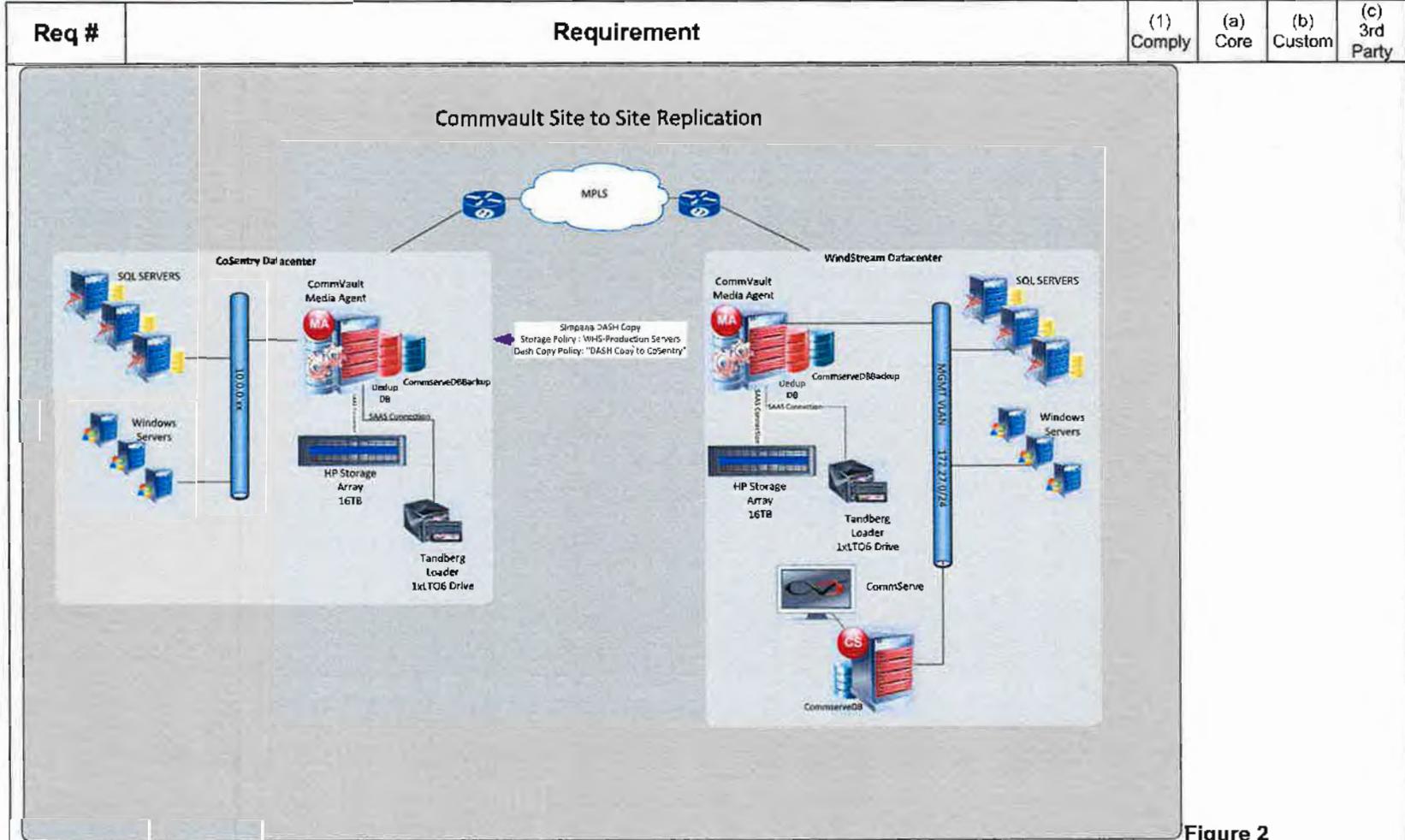


Figure 2

The backup and replication process is as follows:

- Nightly differential and weekly full backups are stored to disk in production (Zayo).
- Each night, these disk backups are replicated to TierPoint (the secondary data center) via CommVault infrastructure.
- Archival tapes are used for a duplicate copy of all backups and rotated to a secure off-site First Federal storage facility weekly.
- WellSky maintains tape hardware in both data centers to assure we can restore archival tapes as well as near terms disk backups.



Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
	<p>Disaster Declaration</p> <ul style="list-style-type: none"> At the 16-hour mark after a continuous unanticipated interruption (system downtime), WellSky Executive Management (Recovery Management Team) will decide whether or not the recovery plan will need to be activated. This decision will be affected by the nature of the interruption, the conditions in the market and the potential financial and/or operational impacts to the company created by the interruption and the relative difficulties in activating the recovery versus waiting for resolution. Designated HHSC personnel will be notified via email and phone calls as necessary. <p>DB Backups & Install Packages Shipped</p> <ul style="list-style-type: none"> WellSky shall confirm the last known good offsite backup before the disaster event occurred and confirm the most recent date/time stamp of the backup. The production application installation packages and associated versions will be confirmed and be shipped if needed to the secondary data center. WellSky maintains the installation and code base in two locations; however this step is a precautionary measure. <p>Provision Hardware and Environment</p> <ul style="list-style-type: none"> WellSky maintains a development/test environment in the secondary Data Center at the TierPoint location which will be repurposed to meet production needs. This is simply a matter of provisioning virtual web and SharePoint servers on WellSky owned private cloud infrastructure. As necessary, WellSky will supplement existing capacity until full production capacity is reached. <p>Install Applications and Restore Databases</p> <ul style="list-style-type: none"> WellSky shall install the WellSky application to the current production build. WellSky shall confirm the application installation and configuration. WellSky shall restore the last known good full database backups to hardware in the Co-Sentry Data Center. As necessary and applicable, WellSky shall restore the recent transactions logs/ differential backups to restore to the most recent known point in time of the data (before disaster). WellSky and HHSC to coordinate on reconfiguration of integrations that are dependent on HHSC hosted infrastructure/services. <p>Install Applications and Restore Databases</p> <ul style="list-style-type: none"> WellSky shall perform initial validation to confirm environment at DR location is functional, including confirmation of functionality and Recovery Point Objective. WellSky to redirect DNS of Site URLs and Integration URLs, other dependencies. WellSky shall advise DHHS of alternate access methods as necessary, including direct URL. Accordingly, DHHS to release to user community when DHHS staff validation has been completed. As necessary, joint DHHS/WellSky planning to inform user community when full capacity in the DR location will be available. 				



Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party						
	<ul style="list-style-type: none"> As necessary/appropriate, joint HHSC/WellSky planning to monitor and advise of rollback to primary data center pending restoration of services/repair and confirmation of same. <p>WellSky defines the overall service level of our Disaster Recovery service in the form of "Recovery Objectives". These include:</p> <ul style="list-style-type: none"> Recovery Point Objective (RPO) – Restoration point of database in event of disaster. Recovery Time Objective (RTO) – Time it takes to restore basic level of service after we officially declare a disaster. Recovery Capacity Objective (RCO) – The amount of capacity provided incrementally at various stages of the restoration process. This capacity is measured in percentages of normal production capacity. <p>WellSky's standard recovery objective targets are included in this proposal and listed below.</p> <table border="1" data-bbox="562 609 1507 776"> <thead> <tr> <th>Recovery Objective</th> <th>Target</th> </tr> </thead> <tbody> <tr> <td>RPO</td> <td>48 hrs (Likely 24hrs.)</td> </tr> <tr> <td>RCO/RTO</td> <td>25% in 48 hours 50% in 96 hours 100% in 144hours</td> </tr> </tbody> </table>	Recovery Objective	Target	RPO	48 hrs (Likely 24hrs.)	RCO/RTO	25% in 48 hours 50% in 96 hours 100% in 144hours				
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Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
BKP-3	Describe how backups of the Bidder's proposed solution are able to be scheduled without user intervention and without interruption to the system.	X	X		
<p>Response:</p> <p>Backups are performed by WellSky staff without intervention or assistance from DHHS staff or users. Backup processes are automated, running in the background, mostly during non-business hours and do not have noticeable effect on system performance.</p> <p>The backup and replication process is as follows:</p> <ul style="list-style-type: none"> • All backups and processes are configured and automated using CommCell and the CommVault media agents and infrastructure; • Nightly differential and weekly full backups are stored to disk in production (Zayo). • Each night, these disk backups are replicated to TierPoint (the secondary data center) via CommVault infrastructure. • Archival tapes are used for a duplicate copy of all backups and rotated to a secure off-site First Federal storage facility weekly. • WellSky maintains tape hardware in both data centers to assure we can restore archival tapes as well as near terms disk backups. 					
BKP-4	Describe how the Bidder's proposed solution provides information on their test and validation process for all of the backup requirements listed previously (BKP-1, BKP-2, and BKP-3).	X	X		
<p>Response:</p> <p>As noted, backup processes are transparent to end-users and system administrators, occurring within the WellSky infrastructure. When backup operations are completed, they are logged, but no direct communication is provided to individual customers. On request, WellSky can provide a record of these logs. Only in circumstances where a backup failed repeatedly and opposed significant risk to a customer's business continuity plan would WellSky provide specific information about completion of backups. All backup alerts and failures are monitored and alert to our automated ticketing and escalation tools, where system engineers can respond and repair any backup issues.</p>					
BKP-5	If there is a backup failure or downtime, describe the Bidder's proposed method and timing of communication to DHHS.	X	X		
<p>Response:</p> <p>WellSky's infrastructure team completes daily and weekly backup operations on hundreds of customer databases on a daily basis and has standard operating procedures in place to complete the backup and check the result. If a backup fails, standard operating procedures also covers logging, alerting, responding to and troubleshooting the problem and repeating the backup process once the issue is resolved. All of these procedures take place and are transparent to end-users and without effort by DHHS staff. Typically, an instance of a failure with a nightly backup would be corrected and would not be reported to the customer. A problem that would pose a significant risk to customer business continuity in the event of a disaster would be promptly reported to the customer and the customer apprised of WellSky's plans and effort to correct the problem. The customer would be updated periodically until the problem is resolved.</p>					



Security and Audit Requirements

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
SEC-1	Describe the Bidder's proposed security safeguards integrated into their application and how these safeguards address DHHS security. Refer to DHHS Information Technology (IT) Access Control Standard (DHHS-IT- 2018-001B) for specific requirements: http://dhhs.ne.gov/Pages/fin_ist_policies.aspx	X	X		
<p>Response:</p> <p>WellSky follows a comprehensive, multi-level security program to ensure integrity and protection of customer data from unauthorized access. This program is based on an organizational commitment to the security of customer data and regulatory compliance with HIPAA. Our security program consists of best practices technical measures and is complemented by internal operational policy and procedures.</p> <p>System and Application Security</p> <p>At the application level, WellSky solutions provide robust organizational- and role-level security that allows for very granular security management. This configurable application security infrastructure controls which functions a user can access as well as what data a user can access down to the field level.</p> <p><i>WellSky Aging and Disability's</i> role-based security allows a System Administrator to create groups that define the areas, pages and fields that will be available to users in a specific division or functional business area (e.g., finance) and roles that further refine the areas of the application available to users with specific job functions, and their edit privileges (e.g., view, add, edit, delete, etc.). These features allow an organization to define an unlimited number of roles to help ensure that users are able to access data appropriate to their line of business and job function.</p> <p>SaaS Operations Security</p> <p>WellSky has a comprehensive set of internal corporate HIPAA policies, including access control policies and procedures to secure PHI. These policies include an approach that provides access to data only by essential personnel according to job requirements. All employees complete annual HIPAA training. Below are some highlights of the HIPAA policies and procedures now in place at WellSky:</p> <ul style="list-style-type: none"> • WellSky maintains on staff a Chief Security Officer, responsible for developing, monitoring, and enforcing security practices, including implementation of policies and procedures to prevent, detect, contain, and correct security violations. • Response protocols in the event of an emergency or other occurrence that damages systems that contain EPHI, including data backup plan, DR plan, emergency mode operation plan, testing, and revising procedures. • WellSky screens all personnel by performing reference and background checks, and by requesting information about a candidate's former work and, if any, criminal history. 					



Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
	<ul style="list-style-type: none"> • All WellSky employees, contractors, and sub-contractors are required to read, understand, and abide by Information Security policies including those noted above in 4.1, and are trained at least annually on the following requirements: <ul style="list-style-type: none"> ○ Protect PHI/PII - All WellSky employees, contractors, and sub-contractors are required to protect sensitive data from accidental or intentional unauthorized access, modification, disclosure, or destruction. ○ Report Violations - All WellSky employees, contractors, and sub-contractors are required to report any known or suspected violations and/or security concerns to management, Information Security, or the HIPAA Privacy Officer. All WellSky employees, contractors, and sub-contractors are required to report faulty physical controls/equipment (shredders, door locks, etc.) as well. <p>Below are some of the services provided as part of WellSky's SaaS solution:</p> <ul style="list-style-type: none"> ✓ Up to date, automated real time antivirus scanning ✓ Firewall management/monitoring ✓ Hosting in a SSAE-16 SOC I and SOC II Audited Data Center ✓ Limited access to hosting infrastructure enforced by facility security system ✓ Regularly scheduled patching and security updates to the operating system, application, core network infrastructure ✓ Data is encrypted in transport using a third party SSL/TLS certificate, employing 2048 bit keys for digital signatures, and Counter with Cipher block chaining mode (CCM), with AES-256 for message authentication and a SHA2-256 bit hash for secure hashing. ✓ Data is encrypted at rest on disk for both OLTP databases and database backups using AES-256 bit encryption. ✓ Additional and secure network procedures to maintain security of the hosting environment ✓ Off site, secure storage of encrypted database backups ✓ Appointment of a Chief Security Officer, responsible for development, monitoring and enforcement of security practices <p>WellSky provides several layers for security protection in the system architecture, including:</p> <ul style="list-style-type: none"> ✓ Perimeter defense at the network edge with firewall architecture and port/IP blocking to guard against unknown/unnecessary protocols and/or traffic from entering the production network; ✓ Deploying and maintaining antivirus software, operating system patches, hardware, firmware patches/upgrades; ✓ Routine review of system logs for security issues on network hardware and perimeter devices; ✓ Maintenance of Windows security group policies to prevent unnecessary execution of applications/activities in our hosted solution environment; ✓ User authentication to assure that users are properly authenticated in the network environment; ✓ User application security roles that allow access only to customer designated system resources and data based. <p>Physical Security Facility entry is monitored with security cameras providing 24x7x365 electronic video surveillance of entry and exit to and from the hosting facility.</p>				



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	<p>Access to the data center and hosting facility equipment is controlled by on site staff 24x7x365. WellSky employees must check in with facility security, sign a security log, and present valid government identification. Facility security staff then validate access is granted for the individual. WellSky staff are then assigned a security badge and escorted by facility security to the WellSky cabinets. Facility security staff then unlocks the WellSky assigned cabinets and grants access. All customer data and equipment is stored in locked cabinets and keys to these cabinets are provided only to the authorized personnel. An overview of each of the data centers can be found in Section 3A Data Center Specifications.</p> <p>Equipment Security</p> <p>Equipment is physically protected from security threats and environmental hazards. All hosting facility equipment is stored in locked cabinets. Keys are provided to the authorized personnel only.</p> <ul style="list-style-type: none"> • Power Supplies. The power supplies of the hosting facility equipment on which customer data is located are stored in locked cabinets. Keys are provided to authorize personnel only. • Cabling Security. The network cabling located in each rack of the hosting facility equipment are stored in locked cabinets. Keys are provided to authorize personnel only. • Equipment Maintenance. WellSky personnel perform equipment maintenance in secure areas in the hosting facility or transport systems to WellSky corporate offices for maintenance. In the rare circumstance requiring equipment outside of the hosting facility, WellSky encrypts all customer data using AES-256 Bit encryption. • Off-Premise Equipment. All non-production hosting equipment is stored in a WellSky facilities, protected by electronic key card access systems. • Secure Disposal. All media containing customer data is destroyed securely by a NAID certified third party vendor. As needed, WellSky provides a full accounting including a certification of secure destruction and a full inventory of the media destruction by serial number. • Facility is masonry constructed with ballistics resistant glass. <p>Software changes or software updates deployed in our SaaS environments are managed by our change control process. This ensures integrity of the operating environments. Change to actual source code is managed through our source code management tool and audit/build reports that describe exactly what was modified in the repository as well as any given build of the software package. Also, only certain individuals based on their role are privileged to have access to the source code repository. Based on their role, users may not be allowed to make functional builds of the software. This ensures that rogue builds are not created. Only authorized users are provisioned with accounts to this system and the system forces users to authenticate before gaining access. Further, log in, check outs, changes and check-ins of all files is auditable. When authorized individuals leave the organization for any reason, our corporate employee exit procedures involve disabling the individual's account.</p> <p>Security Architecture</p> <p>The WellSky SaaS network is segmented into three logical networks as follows:</p> <ul style="list-style-type: none"> • Application and Web Services. This network is isolated and contains all web/applications servers, including Internet Information Services and SharePoint Services, Active Directory Federation Servers, and load balancer virtual addresses. These servers and 				

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
	<p>services are all provided private IP addresses. Public facing web services URLs are assigned a publicly routable IP address, which is mapped to a private LAN address. Web services addresses are allowed to communicate inbound and outbound on port 443. SFTP services are restricted to port 22 inbound on a public facing IP address and server, but cannot communicate with the LAN, except via a channel on port 1180 which is restricted to communications only with the public facing SFTP server.</p> <ul style="list-style-type: none"> • Database Services. All database servers are segments on a subnet which is isolated from the applications and web services subnet. • Management Subnet. A management subnet is in place to allow remote administrative access to all server infrastructures. This subnet is only accessible via SSL VPN or with direct console access. <p>The ports and communications between the isolated subnets are restricted to the minimal necessary ports and services to enable the WellSky SaaS application environment to function properly.</p> <p>Perimeter Security WellSky maintains redundant firewalls and intrusion detection at the perimeter. These firewalls are configured to allow traffic on only ports 443/22 and those required for Citrix connectivity for WellSky applications delivered via the Citrix ICA protocol on port 443. The firewalls are configured to block all other traffic and enforce the network segmentation indicated above. The intrusion detection appliance detects malicious and traffic and other traffic and as needed, WellSky configured IDS policies and firewall policies to secure the environment based on IDS monitoring, cyber risk threat feeds such as NIST and best practice configuration approaches.</p> <p>Auditing and Logging WellSky provides application audit logs for each end user's access or modification of transactional data. The audit record identifies the user by unique system identifier, time and date of action, and the transactional data values before and after changes. This audit information is readily available for reporting by authorized users and provides the necessary forensics to reconstruct data manipulation sequences over time and identify the user(s) who performed the manipulation.</p> <p>In addition to the application logs provided in WellSky for Aging and Adult Services, WellSky also monitors the production hosting environment for anomalies and error detection/correction. Logging is accomplished through a variety of third party and native tools. Examples include, but are not limited to:</p> <ul style="list-style-type: none"> • Internet Information Server logs • Custom application event logs • Windows Operating System event logs • SharePoint logs 				



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	<p>Vulnerability and Patch Management</p> <p>WellSky conducts monthly vulnerability scans for operating system vulnerabilities using third party vulnerability management scanners, including Microsoft Windows System Update Server and Kaspersky Systems Management module. These monthly results are remediated by the WellSky SaaS team as part of the SaaS maintenance schedule.</p> <p>On a monthly basis, the WellSky SaaS Team WellSky applies critical and security updates to operating systems and third party software in the WellSky SaaS environment. WellSky deploys critical Microsoft and other third party service patches to the production environment each month, as follows:</p> <p><i>Emergency patch procedures for security related issues:</i></p> <p>WellSky monitors vendor alerts, trusted third party advisories, vulnerability reports, and other sources to identify valid security alerts/issues. The resultant service patches are introduced into our testing and quality assurance process and are introduced into our release schedule as they become available.</p> <p>WellSky installs emergency security patches immediately if the patch is deemed so important by the vendor, or by industry experts, that without it the SaaS environment would be exposed to attacks, which threaten operational integrity. Every effort is made to install these patches during regularly scheduled maintenance windows, but in some circumstances these patches are necessary on an emergency basis without prior customer notification to prevent viruses in the wild or other high security risks. As necessary, WellSky can back out these patches through restoration of the operating system to its state prior to the patches.</p> <p>WellSky tests all application deployments against the latest critical and important patches from Microsoft and tests and deploys critical and important patches for the entire Microsoft platform stack (OS/SQL/SharePoint) on which WellSky products are deployed.</p> <p>Personnel Security</p> <p>WellSky screens all personnel by performing reference and background checks, and by requesting information about a candidate's former work and, if any, criminal history.</p> <p>Security Training</p> <p>All WellSky employees, contractors, and sub-contractors are required to read, understand, and abide by Information Security policies, and are trained at least annually on the following requirements:</p> <ul style="list-style-type: none"> • Protect PHI/PII - All WellSky employees, contractors, and sub-contractors are required to protect sensitive data from accidental or intentional unauthorized access, modification, disclosure, or destruction. • Training - All WellSky employees, contractors, and sub-contractors are required to attend annual awareness training. 				



Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
	<ul style="list-style-type: none"> Report Violations - All WellSky employees, contractors, and sub-contractors are required to report any known or suspected violations and/or security concerns to management, Information Security, or the HIPAA Privacy Officer. All WellSky employees, contractors, and sub-contractors are required to report faulty physical controls/equipment (shredders, door locks, etc.) as well. <p>Security Compliance & Audits</p> <p>WellSky conducts various security audits of the WellSky SaaS platform infrastructure and associated SaaS applications. The audits generally consist of penetration and vulnerability scanning and a review of the architecture and operational practices and procedures performed by WellSky and its supporting third party vendors. WellSky takes aggressive action to address any issues or recommendations resulting from the audits. In addition, WellSky collaboratively works with customers who would like to conduct similar scans.</p> <p>The above measures result in a comprehensive set of security tools and procedures that ensure the protection and security of customer data and the overall SaaS infrastructure. During the Software Development Lifecycle (SDLC) we perform various levels of design reviews which includes a security evaluations as appropriate. WellSky's security strategy is heavily influenced by widely recognized industry standard sources including:</p> <ul style="list-style-type: none"> HIPAA Guidelines on Information Privacy and Security HI-TECH NIST Special Publication (SP) 800-53, Revision 4 Information Security Controls Open Web Application Security Project (OWASP) <p>Security validation continues to play an important role throughout implementation deployment. Before the system is placed into production, functional requirements, security requirements, default settings, and configured controls need to be verified through systems testing. Testing needs to verify that security requirements were implemented as specified, that security controls work as intended, and that documentation has been developed for managing future changes to any of the system's security settings. Post cutover, re-testing of security should be performed before deploying updates and approved changes to the system's configuration. As an added measure, training curriculum normally includes security awareness recommendations to prepare the workforce to operate, support, and maintain the system with controls and protections in place for sensitive or private information. Training normally occurs after testing is completed and before access to the system is permitted.</p> <p>Finally, we also consult our customers for their specific security requirements, and remain committed to evolving our security practices to meet the ever-changing security landscape.</p>				
SEC-2	Describe how the Bidder's proposed solution complies with Federal, State, and division-specific security requirements including but not limited to: <ul style="list-style-type: none"> Health Insurance Portability and Accountability Act (HIPAA) of 1996 Health Information Technology for Economic and Clinical Health Act (HITECH) of 2009 	X	X		

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
	<ul style="list-style-type: none"> • Privacy Act of 1974 • 45 CFR Part 164 Security standards for PHI • Office of the National Coordinator's Nationwide Privacy and Security Framework for Electronic Exchange of Individually Identifiable Health information Refer to the Nebraska DHHS Information Systems and Technology Security Policies and Standards for more information (http://dhhs.ne.gov/Pages/fin_ist_policies.aspx).				
<p>Response:</p> <p>As noted in the response to SEC-1, WellSky's security strategy is heavily influenced by widely recognized industry standard sources including:</p> <ul style="list-style-type: none"> • HIPAA Guidelines on Information Privacy and Security • HI-TECH • NIST Special Publication (SP) 800-53, Revision 4 Information Security Controls • Open Web Application Security Project (OWASP) <p>The solution is also compliant with the identified security requirements.</p>					
SEC-3	Describe how the Bidder's proposed solution meets the DHHS requirements for unique user ID access. Include: <ul style="list-style-type: none"> • Specification on configuration of the unique user ID. • How the unique user ID is assigned and managed. • How the unique user ID is used to log system activity. • How the system handles the creation of duplicate user ID accounts. 	X	X		
<p>Response:</p> <p><i>WellSky Aging and Disability</i> requires that each user be assigned a unique user ID through the WellSky user portal. User ID's and temporary passwords can be assigned by administrators. The portal permits users to reset passwords at any time, but also enforces agency-specific password criteria including length, use of upper- and lowercase letters, numeric values, and special characters, as well as how often a password must be changed. In this implementation, WellSky expects to integrate with Nebraska Directory Services for SSO to manage access to WellSky's portal, which would place the control of user ID accounts as the responsibility of Nebraska user provisioning processes and controls for duplicate IDs and unique IDs.</p> <p>WellSky provides application audit logs for each end user's access or modification of transactional data. The audit record identifies the user by unique system identifier, time and date of action, and the transactional data values before and after changes. This audit information is readily available for reporting by authorized users and provides the necessary forensics to reconstruct data manipulation sequences over time and identify the user(s) who performed the manipulation.</p>					



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SEC-4	Describe how the Bidder's proposed solution meets the DHHS standard for administering passwords: <ul style="list-style-type: none"> • Initial Password assignment. • Strong Password Requirements. • Password reset process. • Password expiration policy. • Password controls for automatic lockout access to any user or user group after an administrator-defined number of unsuccessful log-on attempts. 	X	X		
<p>Response: <i>WellSky Aging and Disability</i> requires unique user ID and password combinations for access. In this engagement, WellSky anticipated integrating with Nebraska Directory Services for user access to the WellSky portal. In this case, DHHS' policies regarding password strength, expiry, and reset will control. Access to the appropriate <i>WellSky Aging and Disability</i> modules will automatically be granted to authorized users based on their DHHS credentials. Users will not be able to access the WellSky portal unless they have authenticated through DHHS.</p> <p>In a project that does not use SSO, organizations are able to set strong password requirements, including password length, complexity, and expiration. The portal enforces an agency-defined policy for consecutive unsuccessful access attempts, locking out users who exceed that number of attempts. Password resets are performed by users, though access can be overridden by administrators.</p>					
SEC-5	Describe how the Bidder's proposed solution supports the use of multi-factor authentication.	X	X		
<p>Response: <i>WellSky Aging and Disability</i> requires unique user ID and password combinations for access. If Nebraska Directory Services requires multi-factor authentication, such requirements would pertain in the passing of credentials to WellSky. Currently, WellSky does not natively support multi-factor authentication.</p>					
SEC-6	Describe any security processes for managing security updates, and integrated components subject to vulnerability, including anti-virus.	X	X		
<p>Response: WellSky conducts monthly vulnerability scans for operating system vulnerabilities using third party vulnerability management scanners, including Microsoft Windows System Update Server and Tenable's Nessus vulnerability scanner. These monthly results are remediated by the WellSky SaaS team as part of the SaaS maintenance schedule.</p> <p>On a monthly basis, the WellSky SaaS Team WellSky applies critical and security updates to operating systems and third party software in the WellSky SaaS environment. WellSky deploys critical Microsoft and other third party service patches to the production environment each month, as follows:</p> <p><i>Emergency patch procedures for security related issues:</i></p>					



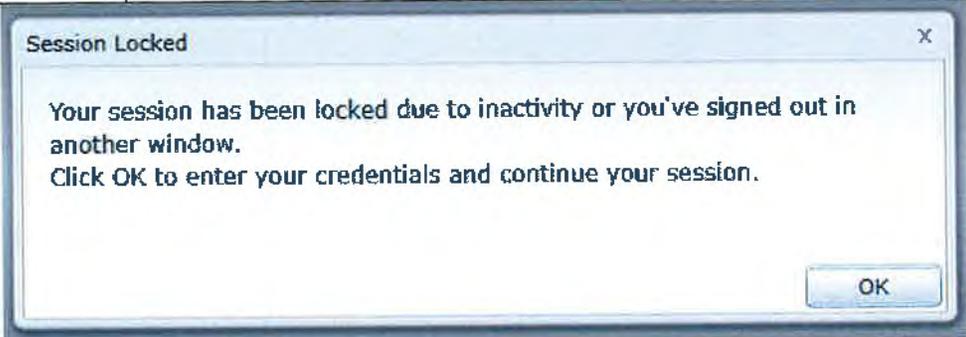
Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
	<p>WellSky monitors vendor alerts, trusted third party advisories, vulnerability reports, and other sources to identify valid security alerts/issues. The resultant service patches are introduced into our testing and quality assurance process and are introduced into our release schedule as they become available.</p> <p>WellSky installs emergency security patches immediately if the patch is deemed so important by the vendor, or by industry experts, that without it the SaaS environment would be exposed to attacks, which threaten operational integrity. Every effort is made to install these patches during regularly scheduled maintenance windows, but in some circumstances these patches are necessary on an emergency basis without prior customer notification to prevent viruses in the wild or other high security risks. As necessary, WellSky can back out these patches through restoration of the operating system to its state prior to the patches.</p> <p>WellSky tests all application deployments against the latest critical and important patches from Microsoft and tests and deploys critical and important patches for the entire Microsoft platform stack (OS/SQL//SharePoint) on which WellSky products are deployed.</p>				
SEC-7	Describe how the Bidder's proposed solution provides the ability to maintain a directory of all personnel who currently use or access the system.	X	X		
	<p>Response: WellSky Aging and Disability's administrative tools include user management functionality that allows administrators to maintain a directory of all assigned users. Because this implementation will rely on Nebraska's directory store, users in specified AD groups or with other mutually defined attributes will have access. Therefore, user directories will originate in Nebraska's user store, yet application access and roles can be confirmed via reports and audit logs in the WellSky Aging and Disability Solution.</p>				
SEC-8	<p>State of Nebraska requires identification and authorization of users through an enterprise directory known as the Nebraska Directory Services (NDS) to access web-based applications. Describe how the Bidder's proposed solution will integrate NDS authentication.</p> <p>Refer to the Nebraska Information Technology Commission Security Architecture – Identification and Authorization – (8-303) for specific requirements: http://nitc.nebraska.gov/standards/8-303.pdf</p>	X	X		
	<p>Response: WellSky supports single sign-on (SSO) integration using Microsoft Active Directory Federated Services (ADFS) for federated sign-on and support of the SAML standard. WellSky also has experience implementing other customer specific single sign-on solutions if needed. Our assumption for this solution is that the Nebraska Directory Services (NDS) will be considered the system of record for all user account information.</p>				



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	<p>WellSky will work with DHHS to understand the SSO requirements and use a proven methodology for the development of the SSO interface. The process typically includes the following phases:</p> <p>Requirements Phase – WellSky works closely with stakeholders within DHHS and individuals who are knowledgeable about the functional and technical details of the DHHS SSO process. The resulting artifact is a requirements specification that outlines the detailed functional, technical, and performance requirements for the SSO interface.</p> <p>Design Phase – In this phase WellSky, collaborates with DHHS and the DHHS system owners to design the SSO interface to meet the requirements established during the requirements phase. In this phase, technology and architectural decisions are made and a requirements tracing step is performed to ensure the design meets all of the prescribed requirements.</p> <p>Development Phase – In this phase, the SSO interface is coded based on the design. Unit test cases are documented and executed and unit test results are also documented.</p> <p>Test Phase – In this phase, final test cases are agreed upon and documented. The WellSky team would work closely with the owners of the DHHS systems to coordinate iterations of test execution and defect corrections until the SSO interface is confirmed to be working as specified.</p> <p>The process is highly collaborative and expects DHHS involvement. The process requires DHHS to formally approve and accept all artifacts and work products completed in each phase prior to moving to the next phase. DHHS is expected to participate in the testing phase.</p>				
SEC-9	<p>Describe how the Bidder's proposed solution provides role-based security and allows restricted access to system features, function, screens, fields, database, etc. Role authentication may occur at the directory level, application level, or database level (depending on database platform). Describe the security administration functions integrated into the proposed system that manage role-based access to system functions, features, and data. Include a description of:</p> <ul style="list-style-type: none"> • How and where the proposed system stores security attributes or roles (e.g., LDAP attributes, database tables, a file). • The interface between the LDAP and the application, if roles are assigned in an LDAP directory. • How roles are created and security is applied to the role based on how and where security attributes are stored (if multiple options describe each). • How groups are defined and how roles and security are applied to each group. • How access limits are applied to screens and data on screens by role or group. • How users are created and assigned to one or more roles or groups. 	X	X		



Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
	<ul style="list-style-type: none"> How role and group creation and assignment activity is logged. 				
	<p>Response:</p> <p>At the application level, WellSky solutions provide robust organizational- and role-level security that allows for very granular security management. This configurable application security infrastructure controls which functions a user can access as well as what data a user can access down to the field level.</p> <p><i>WellSky Aging and Disability's</i> role-based security allows a System Administrator to create groups that define the areas, pages and fields that will be available to users in a specific division or functional business area (e.g., finance) and roles that further refine the areas of the application available to users with specific job functions, and their edit privileges (e.g., view, add, edit, delete, etc.). These features allow an organization to define an unlimited number of roles to help ensure that users are able to access data appropriate to their line of business and job function.</p> <p>Roles are assigned to users within the administrative interface. Multiple roles may be assigned to individual users, and access and permissions will be controlled by which role is active. Role assignment (and all administrative activity) is logged in an audit trail, recording user name/date and what data was changed. Only users with access to the administrative tools would be able to assign roles to users.</p>				
SEC-10	<p>Describe how the Bidder's proposed solution automatically disconnects based upon inactivity, as required by DHHS Policies and Procedures. Describe how the feature is administered and what effect disconnect has on any activity or transaction in process at the time of disconnection. Refer to DHHS Securing Hardware and Software Standard (DHHS-IT-2018-001A) for specific requirements.</p> <p>http://dhhs.ne.gov/Pages/fin_ist_policies.aspx</p>	X	X		
	<p>Response:</p> <p><i>WellSky Aging and Disability</i> provides a session lock for users after an organization-defined period of inactivity. Users are prompted once the inactivity period has been reached and their session can be "restarted" by re-entering their login credentials. Work that may have been in progress before the inactivity period (for example, updating a data entry screen) will still be available and the user can continue from that point, using the normal navigation and features to save data. If the user elects to close the browser, any data that was partially entered will be lost.</p>				

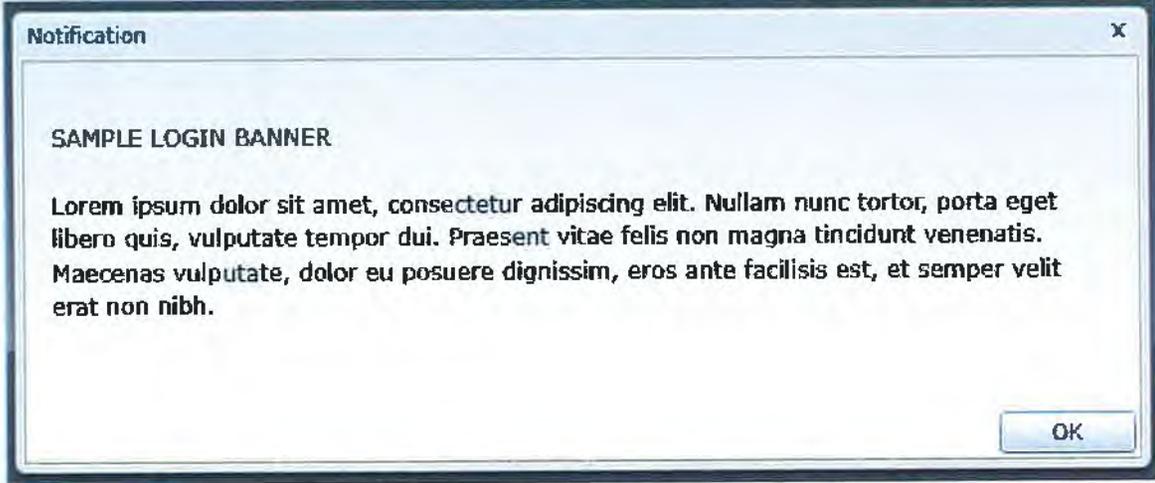
Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
					
SEC-11	Describe how the Bidder's proposed solution protects Confidential and Highly Restricted Data from unauthorized access during transmission. Describe transmission safeguards that are integrated into the proposed system to protect data during transmission, including any encryption technology. Refer to DHHS Information Technology (IT) Security Policy (DHHS-IT-2018-001) for specific requirements: http://dhhs.ne.gov/Pages/fin_ist_policies.aspx	X	X		
Response: Data is encrypted in transport using a third party SSL/TLS certificate, employing 2048 bit keys for digital signatures, and Counter with Cipher block chaining mode (CCM), with AES-256 for message authentication and a SHA2-256 bit hash for secure hashing. All data is encrypted at rest via storage level encryption using AES 256 algorithm.					
SEC-12	The proposed system will process Confidential and Highly restricted Data. Describe the Bidder's auditing functions for all data that is viewed or changed. Describe how the Bidder's proposed solution provides System Auditing functions, including but not limited to: <ul style="list-style-type: none"> • The user ID of the person who viewed or made the change to the data. • The date and time of the view or change. • The physical, software/hardware and/or network location of the person while viewing or making the change. • The information that was viewed or changed. • The outcome of the event. Refer to DHHS Information Technology (IT) Audit Standard (DHHS-IT-2018-001F) for specific audit requirements: http://dhhs.ne.gov/Pages/fin_ist_policies.aspx	X	X		



Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
	<p>Response: WellSky provides application audit logs for each end user's access or modification of transactional data. The audit record identifies all user create, read, update, delete (CRUD) operations by unique system identifier, time and date of action, and the transactional data values before and after changes. This audit information is readily available for reporting by authorized users and provides the necessary forensics to reconstruct data manipulation sequences over time and identify the user(s) who performed the manipulation.</p> <p>In addition to the application logs provided in <i>WellSky for Aging and Disability</i>, WellSky also monitors the production hosting environment for anomalies and error detection/correction. Logging is accomplished through a variety of third party and native tools. Examples include, but are not limited to:</p> <ul style="list-style-type: none"> • Internet Information Server logs • Custom application event logs • Windows Operating System event logs • SharePoint logs 				
SEC-13	If the Bidder's proposed solution has the ability to override edits, describe how the solution audits all overridden edits and identifies information including, but not limited to, the login ID, date, and time.	X	X		
	<p>Response: <i>WellSky Aging and Disability</i> does not automatically override edits. In circumstances where a user has input inappropriate data (e.g. a character string in a numeric field) and attempts to save that data, <i>WellSky Aging and Disability</i> will prevent the user from saving and provide an error message to correct the appropriate field. No change is made in the database (or the audit trail) until the user corrects the error and saves the changes. Auditing and login of such activity is available as described in the response of SEC-12. Specifically, the audit record identifies all user create, read, update, delete (CRUD) operations by unique system identifier, time and date of action, and the transactional data values before and after changes.</p>				
SEC-14	Describe how the Bidder's proposed solution produces daily audit trail reports and allows inquiries, showing updates applied to the data.	X	X		
	<p>Response: As indicated previously, audit information is readily available for reporting by authorized users and provides the necessary forensics to reconstruct data manipulation sequences over time and identify the user(s) who performed the manipulation. A standard report in <i>WellSky Aging and Disability</i> can provide daily audit reports.</p>				



SEC-15	Describe how the Bidder's proposed solution provides an auto archive/purge of the log files to prevent uncontrolled growth of the log and historical records storage using administrator-set parameters.			X	
Response: <i>WellSky Aging and Disability</i> maintains audit records continuously. Many customers have years of audit logs stored without effect on performance.					
SEC-16	Describe how the Bidder's proposed solution supports encryption of data at rest or an equivalent alternative protection mechanism. Describe the proposed encryption of data. If data is not encrypted, describe in detail compensating controls. Refer to DHHS Information Technology (IT) Security Policy (DHHS-IT-2018-001) for specific requirements: http://dhhs.ne.gov/Pages/fin_ist_policies.aspx	X	X		
Response: Data is encrypted at rest on disk for both OLTP databases and database backups using AES-256 bit encryption. Backup data is also encrypted using FIP 140-2 validated processes.					
SEC-17	Describe how the Bidder's proposed solution adheres to the principle of "Fail Safe" to ensure that a system in a failed state does not reveal any sensitive information or leave any access controls open for attacks.	X	X		
Response: If for some reason the <i>WellSky Aging and Disability</i> solution becomes unavailable, sensitive information is not available as access to the system or the data layer requires access to the application and valid login credentials.					
SEC-18	Describe how the Bidder's proposed solution is configurable to prevent corruption or loss of data already entered into the solution in the event of failure.	X	X		
Response: Upon a save command from the user, all changes to the current screen/input area are saved to the database. In the unlikely event of that save event failing, no other data in the system is affected. Those intended changes would have to be re-entered, but no other data would be lost.					

SEC-19	Describe how the Bidder's proposed solution, prior to access of any Confidential or Highly Restricted Data, displays a configurable warning or login banner. In the event that a solution does not support pre-login capabilities, describe how the solution displays the banner immediately following authorization.	X	X		
<p>Response:</p> <p>The <i>WellSky Aging and Disability</i> system administrator can use the Global Settings feature to define a custom login banner message that users will see immediately after valid credentials are entered to access the application.</p> 					
SEC-20	Describe how the Bidder's proposed solution recognizes Confidential and Highly Restricted information in screens, reports and views (i.e. PHI and SSN) by restricting distribution and access based upon system security settings and roles. Describe warning banner on printed and viewed reports.	X	X		
<p>Response:</p> <p><i>WellSky Aging and Disability's</i> role-based security permissions restrict unauthorized users from viewing information for consumer records they are not permitted to see or interact with. Similarly, role-based security controls access to what reports users can run or print. <i>WellSky Advanced Reporting</i> reports have a customizable "Description" field that can be used to warn users if a report contains restricted information. In addition, a customizable warning message can be configured by an administrator to appear whenever the user logs in to the application. Several statewide orgs use this functionality to warn users that they may be viewing restricted information after they log in.</p>					



SEC-21	Describe how the Bidder's proposed solution alerts staff authorities identified by DHHS of potential violations of security and privacy safeguards and adheres to the DHHS Information Technology (IT) Incident Management Standard (DHHS-IT- 2018-001E) requirements. http://dhhs.ne.gov/Pages/fin_ist_policies.aspx	X	X		
<p>Response:</p> <p>WellSky implements security incident and breach procedures to consistently detect, respond and report suspected or actual security incidents, to minimize loss and destruction, mitigate the weaknesses that were exploited, and restore information system functionality and business continuity as soon as possible. It is WellSky policy to safeguard the confidentiality, integrity and availability of PHI/ePHI, confidential and internal information through an established process. WellSky process and procedures address at a minimum:</p> <ul style="list-style-type: none"> • Continuous monitoring of threats through reasonable and appropriate intrusion detection systems or monitoring practices. • Establishment of clear procedures for identifying, responding, assessing, analyzing and follow-up of incidents. • Workforce training, education and awareness on this policy and procedure. • Facilitation of clear communication of incidents with internal, as well as external stakeholders, if applicable. 					
SEC-22	Describe how the Bidder's proposed solution provides the capability to monitor, identify, and report on events on the information system, detects attacks, and provides identification of unauthorized use and attempts of the system.	X	X		
<p>Response:</p> <p>WellSky has Implemented procedures to regularly review records of information system activity, such as audit logs, access reports, and security incident tracking reports. These reviews are achieved via a centralized log correlation tool and additionally, WellSky provides application audit logs for each end user's access or modification of transactional data. The audit record identifies all user create, read, update, delete (CRUD) operations by unique system identifier, time and date of action, and the transactional data values before and after changes. This audit information is readily available for reporting by authorized users and provides the necessary forensics to reconstruct data manipulation sequences over time and identify the user(s) who performed the manipulation.</p> <p>In addition to the application logs provided in <i>WellSky for Aging and Disability</i>, WellSky also monitors the production hosting environment for anomalies and error detection/correction. Logging is accomplished through a variety of third party and native tools. Examples include, but are not limited to:</p> <ul style="list-style-type: none"> • Internet Information Server logs • Custom application event logs • Windows Operating System event logs • SharePoint logs <p>WellSky participates in annual third party SOC audits to validate our controls, including review of logs and ongoing monitoring of the production environment for security events and anomalies.</p>					



SEC-23	<p>Describe how the Bidder's proposed solution provides a process for archiving and/or destroying data and sanitizing storage media in conformance with DHHS data governance policies and subject to applicable HIPAA, and federal (e.g., Federal Information Processing Standards (FIPS), National Institutes of Standards and Technology (NIST), and State laws.</p> <p>Refer to DHHS Securing Hardware and Software Standard (DHHS-IT-2018-001A) for specific requirements.</p> <p>http://dhhs.ne.gov/Pages/fin_ist_policies.aspx</p>	X	X		
<p>Response:</p> <p>WellSky follows NIST 800-88 for media sanitization/destruction of electronic PHI/PII, with documentation of such actions recorded for each instance.</p>					
SEC-24	<p>Describe how the Bidder's proposed solution has defined and deployed strong controls (including access and query rights) to prevent any data misuse, such as fraud, marketing or other purposes.</p>	X	X		
<p>Response:</p> <p>Only authorized administrators on the WellSky Engineering and Hosting Operations teams have access to production environments containing customer data. Each authorized administrator is bound by administrative policy to maintain confidentiality and act only within their roles, protection from data misuse, fraud or marketing activities via administrative controls. These administrative controls, combined with monitoring for security anomalies via log review enables detection of data movement. Access controls within the application control end user role-based access to data.</p>					
SEC-25	<p>Describe how the Bidder's proposed solution supports logging to a common audit engine using the schema and transports specified by DHHS. Describe how the solution exports logs in such a manner as to allow correlation based on time (e.g. Coordinated Universal Time [UTC] synchronization).</p>	X	X		
<p>WellSky has a log correlation engine which collects all system, security and perimeter IDS/IPS logs in UTC format. Logs are reviewed on a routine basis for security anomalies and as needed, action is taken to mitigate and/or limit any risk identified based on severity and exploitability.</p>					
SEC-26	<p>Describe how the Bidder's proposed solution supports removal of a user's privileges without deleting the user from the solution to ensure a history of user's identity and actions.</p>	X	X		
<p>Authorized system administrators may, through the built-in user management utilities, disable users accounts or change user privileges without deleting the user record, preserving the entire history of the user's identity and actions in the system.</p>					



System and User Documentation Requirements

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
DOC-1	Describe how the Bidder's proposed solution provides <u>on-line Help</u> for all features, functions, and data element fields, as well as descriptions and resolutions for error messages, using help features including indexing, searching, tool tips, and context-sensitive help topics. Provide a sample copy of five screenshots with on-line help with the bidder's response.	X	X		
<p>Response:</p> <p><i>WellSky Aging and Disability</i> includes online help for all system functions and features. The help interface is indexed and includes advanced search capabilities. Screenshots are included in Appendix C of this document.</p>					
DOC-2	Describe how the Bidder's proposed solution provides an <u>on-line User Manual</u> with a printable version available. The documentation should include full mock-ups of all screens/windows and provide narratives of the navigation features for each window/screen. Provide a sample copy of five pages of the user manual with the bidder's response.	X	X		
<p>Response:</p> <p><i>WellSky Aging and Disability</i> includes an on-line User Manual which may be printed. The manual is available on the user portal and may be downloaded or printed at any time for use by the agency. Reprinted pages of this manual are provided in Appendix D of this document.</p>					
DOC-3	Describe how the Bidder's proposed solution will have <u>on-line Reporting Manual</u> with a printable version available that includes descriptions, definitions, and layouts for each standard report. Include definitions of all selection criteria parameters and each report item/data element, all field calculations defined in detail, and field and report titles. Provide a sample copy of five pages of the Reporting Manual with the bidder's response.	X	X		
<p>Response:</p> <p><i>WellSky Aging and Disability</i> includes an on-line Reporting Manual which may be printed. The manual is available on the user portal and may be downloaded or printed at any time for use by the agency. Reprinted pages of this manual are provided in Appendix E of this document.</p>					



DOC-4	Describe how the Bidder's proposed solution provides a data dictionary which can be viewed online and kept updated for each modification. Provide a sample copy of five pages of the Data Dictionary with the bidder's response.				
<p>Response:</p> <p>WellSky provides a data dictionary that can be viewed online. The data dictionary is updated as needed with each new software release. WellSky only shares its data dictionary with active subscriptions and only under terms of the standard license agreement or a non-disclosure agreement.</p>					

Training Requirements

This section presents the overall training requirements that apply to the software. They are not specific to any technology or platform.

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
TRN-1	Describe the Bidder's proposed solution training plan. Describe how the bidder develops and provides training material to DHHS for initial training and updates to training material for enhancements and changes made to the system. The content of these materials should be consistent with the on-line Help, User Manual, and Reporting Manual.				
<p>Response:</p> <p>WellSky follows a specific process in developing and delivering our solution training, as follows.</p> <p>Development of a Training Program Plan</p> <p>During the training plan process, we work with the customer's Training Lead to review the available budget, contracted deliverables, and training approach, as well as the related assumptions, available resources (e.g., program specialists, business analysts), and any known constraints in developing a plan and schedule to getting end users through their Preparatory training. It is essential to know how many users need training and the role(s) of those users in their post-deployment work. Some users may have multiple roles. We will know how many users are licensed, and DHHS must confirm the various roles to be trained and identify which users need which feature(s). This analysis helps to shape the overall training scope for the project, which may be unclear or even unknown at the time of contracting.</p> <p>Our typical plan outlines all of the role-based classes needed, any specific custom content to be developed by the team, the estimated counts of sessions and students to be accommodated, and the dates, times, and locations of the training deliveries to be made. A comprehensive</p>					



Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
	<p>schedule is created with customer's involvement, although the customer is responsible for facility arrangements and printing of any training materials to be distributed in hard copy.</p> <p>To gather the essential information needed, our implementation consultants will perform a discovery and needs analysis process to elicit and assess:</p> <ul style="list-style-type: none"> • The key roles to be trained • The general technical proficiency of the stakeholders in those roles • The knowledge required to ensure role-based proficiency with the new system • Locations and localized requirements for training <p>The information collected is used to define the training program management approach for managing scope, quality, risk, schedule, and deliverables.</p> <p>The Training Program Plan provides the information needed to help generate organizational support for end-user training participation, including a preliminary timeline in alignment with the overall project plan. The plan identifies any known risks of relevance and identifies contingency planning to avoid or minimize delays in end user training should the risks come to pass. The Plan outlines the approach to delivery (train the trainer as well as end user) sequencing and scheduling, with attention to delivery logistics and constraints, such as the ability to group training participants into cohorts for assignment to modules, courses, tracks, and/or classes as applicable. The timeline generally places end-user training close to the planned deployment dates to enable users to "go live" while their training is still "fresh" in their minds.</p> <p>A final section of the Training Program Plan includes a manifest of training materials to be developed and/or customized for the project rollout.</p> <p><i>Production of In-Scope Courseware and Materials</i></p> <p>From our perspective, teaching is more than providing instruction on which buttons to push and when; it is an interactive process that can make or break system adoption. Our approach to curriculum in general involves a role-based instructional design philosophy that users need training based upon the specific features or functions related to their work role(s).</p> <p>Some subjects, including system navigation, display options, and how to run reports, are universally applicable to all users of those features. Other courses are needed by only some users. For instance, Care Managers usually have a different set of needs than Contract Administrators. Good curriculum is based on an understanding of these differences. "Care Manager" may have differing job tasks from State to State, from regional office to regional office, and from provider to provider. An essential part of planning for end-user training is to discover</p>				

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
	<p>general details about "typical" roles as they are structured within a particular organization and to identify any distinct roles that may fall outside of the traditional list.</p> <p>A key goal of role-based curriculum is to give users the education they need with minimal distraction by exposure to content that is not applicable to them. For example, delivering a single class for "providers" is likely to be ineffective. Providers of certain services will use different system features and work flows than other providers delivering different services. When both are trained together, each group spends extra time learning about features they will never use. Ultimately, both groups end up somewhat confused about what they learned, and neither group may be properly prepared to use the system. WellSky's approach therefore aligns the various modules needed by each role into separate "tracks" that enable users to take the courses that matter most to them as individuals.</p> <p>Our "standard" curriculum reflects the practical application of role-based expertise developed over years of assessing what worked well in previous implementations, with updates to reflect customer-specific workflows and emerging trends in program operations. Standard materials are an excellent foundation for any organization's end-user training phase. Combined with the customer's knowledge of their own policies, standards, and program operations, our curriculum provides an excellent "head start" towards developing customized, role-based materials.</p> <p>In the training production activity, learning objectives are evaluated, tested, and refined to ensure that trained users will be sufficiently proficient in using the system for their specific work roles. We outline the targeted content for each course or learning module to be developed. For instructor-led classes, such as for project team training, UAT training, Technical Training, and support and administration training, the next step involves producing the initial course descriptions, agendas, and training manuals. Components for each course, regardless of format, are augmented or combined with other in-scope learning elements as per the Training Program Plan. These elements may include webinar presentations, e-learning materials, online simulations, and/or video tutorials. A blended approach enables the team to create comprehensive courseware customized for the project's specific needs. Developed materials are reviewed internally for quality by our staff. When cleared for release, materials may be submitted to customer resources for independent validation and verification or acceptance review as applicable per the project plan.</p> <p><i>Plan and Execution of Training Delivery to End Users</i></p> <p>Training Delivery is the actual instruction provided to participants by any of the planned delivery methods. We offer instructor-led classes either on site or online, as well as on-demand courses available via Internet. Other options include webinars, conference calls, and one-on-one knowledge transfer and coaching. Training Design specifies the delivery method for each course to be produced, and courses often combine different types of delivery for blended learning.</p>				



Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
	<p>Delivery includes development of a Training Delivery Plan that outlines course enrollments for scheduled events (traditional classes), as well as the timing and sequencing for delivery of on-demand courseware and training-related materials.</p> <p>Each student for training sessions will need to have access to a workstation that meets the hardware, software, and configuration requirements as outlined in the WellSky Computer Configuration Requirements document provided by WellSky, including a high-speed internet connection.</p> <p>Training Quality Management</p> <p>Our Education Services team has a systemic approach for measuring and managing training quality and effectiveness across the entire Training Phase. Post-training debriefs between instructors, compilation of post training surveys, and anecdotal insight from informal discussions are used to measure, control, and manage training quality. Survey instruments are designed to elicit feedback about program design and planning, instructional design, and training delivery.</p> <p>Training Design quality is measured by the following:</p> <ul style="list-style-type: none"> • Soundness of approach (was approach successful in prior deployments?) • Accommodation of essential business needs, requirements, and constraints • Completeness of coverage (are all standard design elements fully addressed?) • Timely delivery of the design document deliverable (if applicable) <p>Training Development quality is measured by the following:</p> <ul style="list-style-type: none"> • Conformance to requirements in the design phase • Clearance for release by internal reviewers • Customer acceptance of any materials that undergo formal review • Training participant ratings in post-training survey(s) <p>Training Delivery Quality is measured by post-training surveys and/or anecdotal discussions with the customer throughout the training delivery phase.</p> <ul style="list-style-type: none"> • Participants are asked to provide feedback about everything from the training facility to content to instructor quality • WellSky uses this feedback to actively enhance its training on a continual basis 				



Production, Test and Training Requirements

DHHS requires three separate environments (Production, Test, and Training) in order to operate the solution on an ongoing basis:

Test Environment – A test environment is required that mirrors the live production environment, including hardware and software. All data should be de-identified. This test environment will be used to test application changes before they are deployed to production. This step is an important part of quality assurance, where all changes are tested to minimize the risk of adverse reactions in the production environment. While it is necessary to mirror all of the functions of the production environment, it is not necessary to maintain the same load capacity.

Training Environment – A Training environment is also required that allows DHHS to provide hands-on training to users. This environment would allow DHHS to maintain unique de-identified data for use in training and conduct training without interference with the test or production environments. This environment will have occasional use.

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
PTT-1	Describe how the Bidder's proposed solution supports several environments, include production environment, test environment, and training environment.	X	X		
Response: In this engagement, WellSky is prepared to provide a production environment as well as 2 non-production environments, as required by the RFP. Both non-production environments will be loaded with scrambled "dummy" data. WellSky would be pleased to discuss this further as most of our customers have found that single production environment is sufficient for their needs.					
PTT-2	Describe how the Bidder's proposed solution supports non-production environments such as testing and training environments containing de-identified data and not include Confidential or Highly Restricted data.	X	X		
Response: In engagements where the customer has contracted for one or more non-production environment, WellSky manages the various validation, pre-prod and prod environments using the same tools, staff and processes. WellSky follows DevOps principles where developers do not have access to production systems, and any server or network admin access follows WellSky's just-in-time, least-privilege model with role-based access controls. Only de-identified and/or scrambled user data is allowed in Test/Dev/QA environments. Service level targets reflect the fact that these environments are not critical to business operations.					



Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
PTT-3	Describe how the Bidder's proposed solution provides the ability to refresh any testing or training environment. Describe whether the refresh process can be completed using DHHS resources or whether the process requires services from the Bidder.	X	X		
<p>Response:</p> <p>WellSky can refresh any contracted testing or training environment. A service request would be logged, and a services representative would then contact the customer for requirements and any necessary approvals. An internal ticket would then be created for the data to be refreshed, where a DevOps DBA would pick up the case, follow WellSky's change management process, and communicate with the end user the time and date of the refresh. The data would then be refreshed, DHHS would validate the refresh and then update the customer that the data refresh was completed and close the ticket.</p>					

Interfaces/Imports/Exports Requirements

The proposed software solution is expected to be able to interface with other computer systems as necessary.

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
INT-1	Describe the Bidder's proposed automated approach to managing interfaces. Describe how the proposed solution's interfaces secure and protect the data and the associated infrastructure from a confidentiality, integrity and availability perspective.	X	X		
<p>Response:</p> <p>When interfacing with other systems to transmit or receive data, the WellSky solution will typically transfer data in real-time using web services or in batch mode using SFTP. When web services are used, data is sent using HTTPS over SSL and authentication with the external system is required – no end points are left open to anonymous calls. For batch mode interfaces, data is exchanged by transmitting files to an SFTP site where named accounts are used for access. As an added measure, data can be encrypted (using an application like PGP for example) prior to being transmitted to the SFTP site. Interface data that is sent to WellSky will be expected to adhere to the same standards for all interfaces. If other interface methods are used, WellSky will work with DHHS to use the appropriate mechanisms to ensure that the data is kept safe, secure, and confidential.</p>					



Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
INT-2	Describe how the Bidder's proposed solution has the capability to notify System Administrators/system support staff if an interface is not available for any reason.	X	X		
<p>Response:</p> <p>As part of interface development, WellSky includes a "keep-alive" end point that can inform calling systems if an interface is not available. In addition, all interface calls will return a result code that will inform the calling system if a transaction request was successful or not. With proper error handling on the calling side of the interface, the result codes can help system administrators determine status of interface.</p>					
INT-3	Describe how the Bidder's proposed solution provides necessary Application Programming Interface (API), Web Services, and/or secure file transfers to create interfaces to and from the proposed solution.	X	X		
<p>Response:</p> <p>Requirements for integration of the <i>WellSky</i> solution to other DHHS and State systems are addressed through a collaborative process in which WellSky works closely with DHHS in requirements discovery, design, construction, validation, and delivery. Collectively, the WellSky team members and DHHS team members working on integration development are considered the "Integration Team."</p> <p>Integration design involves discussions with team members from DHHS and/or other State agencies who are familiar with the systems that will need to be integrated to the WellSky system. These discussions will involve designing the most effective integration technique based on the nature of the integration requirements, such as data volume, frequency of request, and capabilities of the systems being integrated. The integration techniques will cover details on:</p> <ul style="list-style-type: none"> • Data Transport (e.g., HTTPS, SFTP) • Data Format (e.g., XML, formatted flat file, EDI) • Catalyst (e.g., is the integration event driven, time driven) • Call flow (i.e., inbound, outbound, or bi-directional) <p>Further, design decisions may bring to light changes that may need to be made to either the WellSky system or State system to support the integration. Error and exception handling also are defined to address how each system will deal with abnormal situations such as the target system being unavailable for a period of time. This should address any required "retry" logic, notifications, and data synchronization that may need to occur as a result.</p> <p>WellSky supports the following integration approaches.</p> <ul style="list-style-type: none"> • Web Services using XML or JSON as the data format and HTTPS as the transport: WellSky implements its web services using a proprietary message broker implemented in .NET. This module is used to expose web services for systems calling the WellSky system and used by the WellSky system to call web services exposed by other systems. 					



Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
	<ul style="list-style-type: none"> Character delimited flat files exchanged using SFTP or FTPS as the transport: The data is loaded into the WellSky solution using Microsoft SQL Server Integration Services (SSIS). For outbound integrations, data is extracted from the WellSky solution database using SSIS. HIPAA compliant EDI transactions: WellSky uses the Altova MapForce tool to consume and produce HIPAA compliant EDI transactions such as 837/835s for claims and 270/271s for eligibility information. 				
INT-4	Describe how the Bidder's proposed solution supports data exchanges between components in real-time so that data is always synchronous across the entire solution.	X	X		
<p>Response: As noted in requirement INT – 3, WellSky supports Web Services for real-time data exchanges.</p>					

System Performance Requirements

This section describes requirements related to the proposed systems' on-line performance, response times, and sizing from a system architecture standpoint.

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
PER-1	Describe the Bidder's proposed system performance functionality and monitoring tools.	X	X		
<p>Response:</p> <p>As part of the WellSky SaaS cloud services offering, the hosting team monitors all aspects of the hosting infrastructure, including application tier and database tier. WellSky uses a database monitoring tool which records detailed query performance results and captures other diagnostic information and performance metrics. We also monitor servers for CPU/Memory/Disk and other performance metrics. Our plan for performance monitoring includes regular, ongoing reviews of these metrics against our experience hosting our application and results in the fine tuning of the various components of the environment including the database and promptly resolves any indications of performance issues. This system monitoring and capacity analysis is a regular part of the hosting operation and is included in the WellSky SaaS offering.</p> <p>WellSky also has a series of both active and passive end user experience monitoring tools that give us real time visibility to system performance and end user experience. This information is being monitored and analyzed by WellSky SaaS operations and support staff to identify real time issues and identify possible performance degradation trends so that they can be addressed proactively.</p> <p>Mediware uses the following tools to monitor the SaaS environment.</p>					

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
Technology	Purpose				
Site 24x7	Monitor Site Availability from multiple locations across the US.				
BMC End User Experience Monitoring	Monitor end to end transaction time for web page loads for tracking the user performance experience. This tool allows us to investigate root cause of web page load performance issues, including customer ISP latency, end user network and SaaS infrastructure.				
Paessler PRTG	Monitor network, firewall and core Active Directory Infrastructure.				
SumoLogic	Log aggregation and alerting				
IBM BigFix	Patching, patching compliance and reporting				
NewRelic	Application Performance monitoring and alerting				
PER-2	<p>Describe the Bidder's expected minimum response times for the following functions, even at peak load. For example, expected response time will be within two (2) seconds 95% of the time, and under 10 seconds for 100% of the time.</p> <ul style="list-style-type: none"> • Record Search Time • Record Retrieval Time • Transaction Response Time • Print Initiation Time • Subsequent Page Display Response Time • Document Availability • Report Generation and Adhoc Queries 	X	X		
<p>Response: <i>WellSky Aging and Disability's</i> expected response time for the following are the within 4 seconds 95% of the time, and under 15 seconds for 100% of the time.</p> <ul style="list-style-type: none"> • Record Search Time (using Quick Search; Advanced Search with multiple parameters may take longer) • Record Retrieval Time • Transaction Response Time (e.g. saving data on core pages) • Print Initiation Time (This is dependent primarily on DHHS printer setup; call to printer will occur within expected time frames) • Subsequent Page Display Response Time • Document Availability (This is partially dependent on local software and hardware to display called documents; call to open document will occur within the expected timeframe) 					



Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party												
<p>Report Generation and Ad Hoc queries are highly dependent on the complexity of the report or queries. For most reports generated in <i>WellSky Aging and Disability</i> or <i>WellSky Advanced Reporting</i> the expected response time is within 10 seconds 95% of the time and within 30 seconds 100% of the time.</p>																	
PER-3	<p>Describe how the Bidder's proposed solution captures system downtimes, along with the causes of the downtimes where applicable. Describe the Bidder's proposed method and timing of communication to DHHS on downtimes.</p>	X	X														
<p>Response: As part of the WellSky SaaS cloud services offering, the hosting team monitors all aspects of the hosting infrastructure, including application tier and database tier. WellSky uses a database monitoring tool which records detailed query performance results and captures other diagnostic information and performance metrics. We also monitor servers for CPU/Memory/Disk and other performance metrics. Our plan for performance monitoring includes regular, ongoing reviews of these metrics against our experience hosting our application and results in the fine tuning of the various components of the environment including the database and promptly resolves any indications of performance issues. This system monitoring and capacity analysis is a regular part of the hosting operation and is included in the WellSky SaaS offering.</p> <p>Utilizing tools like SumoLogic and NewRelic WellSky is able to identify and pinpoint bugs and issues, in addition to alerting regular and on-call staff of any issues affecting performance or that may lead to any un-planned downtime.</p> <p>WellSky also has a series of both active and passive end user experience monitoring tools that give us real time visibility to system performance and end user experience. This information is being monitored and analyzed by WellSky SaaS operations and support staff to identify real time issues and identify possible performance degradation trends so that they can be addressed proactively.</p> <p>WellSky uses the following tools to monitor the SaaS environment.</p>																	
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Technology	Purpose																
Site 24x7	Monitor Site Availability from multiple locations across the US.																
BMC End User Experience Monitoring	Monitor end to end transaction time for web page loads for tracking the user performance experience. This tool allows us to investigate root cause of web page load performance issues, including customer ISP latency, end user network and SaaS infrastructure.																
Paessler PRTG	Monitor network, firewall and core Active Directory Infrastructure.																
SumoLogic	Log aggregation and alerting																
IBM BigFix	Patching, patching compliance and reporting																

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
NewRelic	Application Performance monitoring and alerting				
PER-4	Describe how the Bidder's proposed solution supports concurrent users with minimal impact to response time, with the ability to increase the demand on the system by 50% without modification to the software or degradation in performance.	X	X		
<p>Response:</p> <p>WellSky's solution supports thousands of users and millions of consumer records across hundreds of customers. WellSky regularly tests its SaaS solution to ensure scalability and performance. Also, the solution architecture will be designed based on DHHS load and processing needs and WellSky's experience in similar implementations. As part of this implementation we will conduct load testing with simulated load profiles as are expected in the DHHS implementation. These tests will be conducted using automated testing tools and associated monitoring tools and the results will ensure scalability to meet DHHS processing demands. The tests will occur with the DHHS production environment prior to production launch. This will ensure that we are testing against actual production infrastructure and provide a more realistic test.</p> <p>WellSky does not rely strictly on load testing for performance management. Once the system is live, as described previously, WellSky also does extensive ongoing system performance monitoring to detect and performance degradation so that corrective measures can be taken. These actions could consist of adding incremental processing capacity or making system changes.</p>					
PER-5	Describe how the Bidder's proposed solution is available online 24 hours a day and 7 days a week, 99.9% of the time each month. Describe any known timeframes where the system will be unavailable for use.	X	X		
<p>Response:</p> <p>The infrastructure of the WellSky solution is monitored 24 hours a day, 365 days a year. Operational standards enforced at all levels of the organization ensure maximum security and system availability with virtually no unscheduled system downtime or service interruption. WellSky schedules weekly maintenance periods on Sunday evenings.</p>					



PER-6	Describe how the Bidder's proposed solution provides application performance monitoring and management capabilities, including any key performance indicators (KPI) or other metrics to measure and report system performance for the proposed system.	X	X		
<p>Response:</p> <p>Please refer to below screen shots from the BMC End User Experience Monitor Tool, which shows: a) page load performance and end user satisfaction relative pre-established performance criteria (labeled Performance Compliance) , and b) Average End to End Latency from the end user desktop to the WellSky SaaS data center and back to the end user desktop.</p> <p>Mediware also Utilizes other tools, including SumoLogic and NewRelic WellSky to identify and pinpoint performance bugs and issues, in addition to alerting regular and on-call staff of any issues affecting performance or that may lead to any un-planned downtime.</p>					

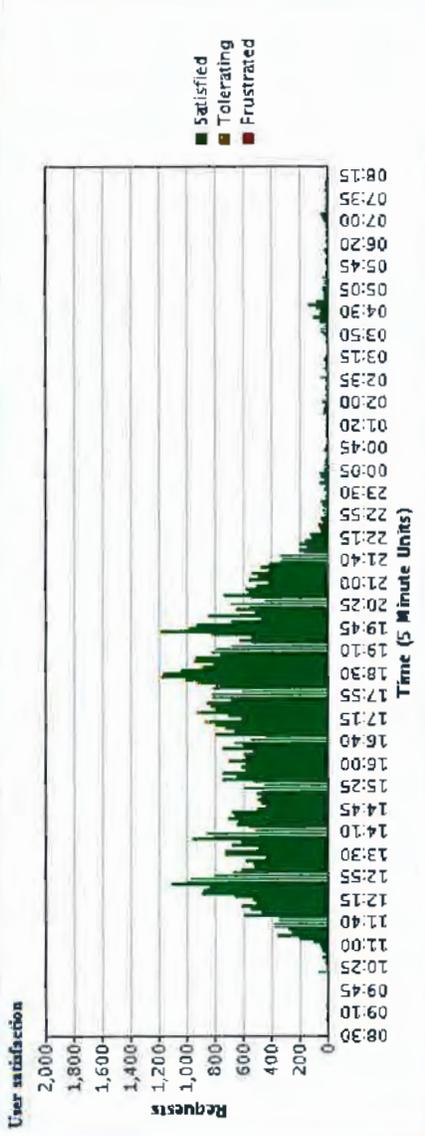
Performance Compliance for Sources of Latency on *Sample Customer*

Aug 04 20:15 06:30 GMT-04:00 - Aug 05 20:15 06:30 GMT-04:00

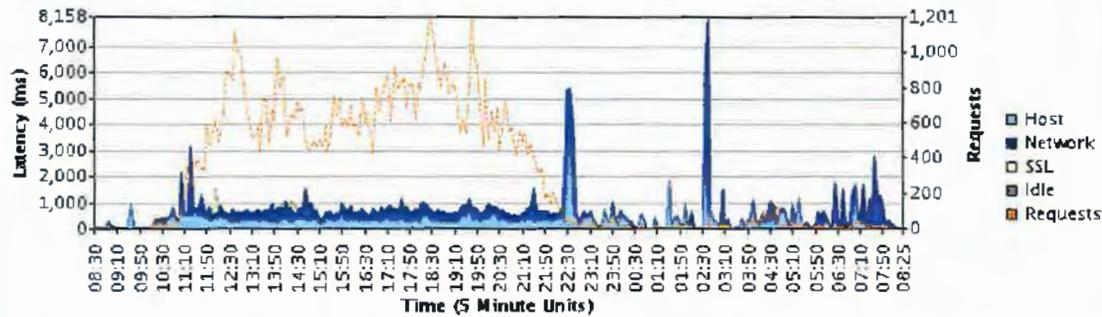
See report within Real User Analytics

Overall user satisfaction summary for entire period

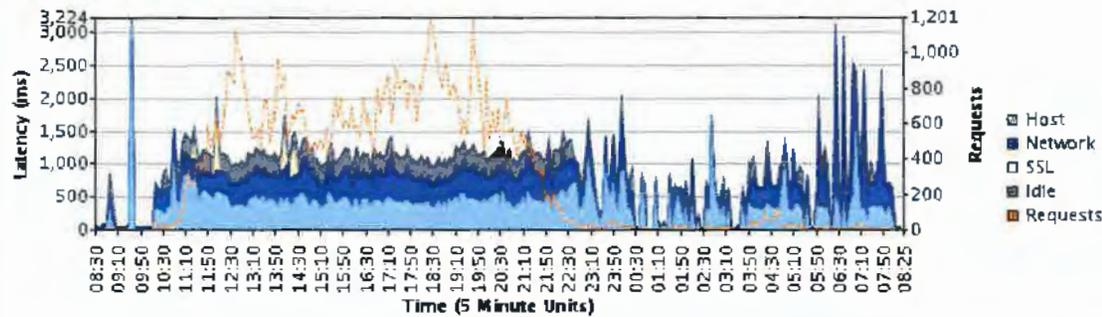
- The average request took 738.7 ms and users were satisfied
- 20% of requests took over 877 ms and users were satisfied
- 15% of requests took over 1.1 sec and users were satisfied
- 10% of requests took over 1.5 sec and users were satisfied
- 5% of requests took over 2.5 sec and users were satisfied
- 1% of requests took over 3.8 sec and users were tolerating



Average End to End Latency



80th percentile End to End Latency



It is important to note that WellSky has active monitoring of real user performance of active WellSky web application users throughout the country. Based on our nationwide SaaS platform, regular testing and real world experience in monitoring, WellSky has a proven set of system specifications, including end user PC requirements, and bandwidth per user that can be used to assess requirements for successful implementation of all WellSky modules.



3.d ATTACHMENT B BUSINESS REQUIREMENTS

WellSky is pleased to provide a completed version of Attachment B on the pages following.



Attachment B Business Requirements Traceability Matrix Request for Proposal Number 5948 Z1

Bidders are instructed to complete a Business Requirements Traceability Matrix for Aging Services software replacement. Bidders are required to describe in detail how their proposed solution meets the conformance specification outlined within each Business Requirement.

The traceability matrix is used to document and track the business requirements from the proposal through testing to verify that the requirement has been completely fulfilled. The contractor will be responsible for maintaining the contract set of Baseline Requirements.

The traceability matrix should indicate how the bidder intends to comply with the requirement and the effort required to achieve that compliance. It is not sufficient for the bidder to simply state that it intends to meet the requirements of the RFP. DHHS will consider any such response to the requirements in this RFP to be non-responsive and the bid may be rejected. The narrative should provide DHHS with sufficient information to differentiate the bidder's business solution from other bidders' solutions.

The bidder must ensure that the original requirement identifier and requirement description are maintained in the traceability matrix as provided by DHHS. Failure to maintain these elements may render the bid non-responsive and result in for rejection of the bidder.

How to complete the traceability matrix:

Column Description	Bidder Responsibility
Req #	The unique identifier for the requirement as assigned by DHHS, followed by the specific requirement number. This column is dictated by this RFP and must not be modified by the bidder.
Requirement	The statement of the requirement to which the bidder must respond. This column is dictated by the RFP and must not be modified by the bidder.
(1) Comply	<p>The bidder should insert an "X" if the bidder's proposed solution complies with the requirement. The bidder should leave blank if the bidder's proposed solution does not comply with the requirement.</p> <p>If left blank, the bidder must also address the following:</p> <ul style="list-style-type: none"> • Capability does not currently exist in the proposed system, but is planned in the near future (within four months from the date of submission of the bid) • Capability not available, is not planned, or requires extensive source-code design and customization to be considered part of the bidder's standard capability • Requires an extensive integration effort of more than 500 hours

Column Description	Bidder Responsibility
(a) Core	The bidder should insert an "X" if the requirement is met by existing capabilities of the core system or with minor modifications to existing functionality.
(b) Custom	The bidder should insert an "X" if the bidder proposes to custom develop the capability to meet this requirement. Indicate "custom" for those features that require substantial or "from the ground up" development efforts.
(c) 3rd Party	The bidder should insert an "X" if the bidder proposed to meet this requirement using a 3rd party component or product (e.g., a COTS vendor, or other 3rd party). The bidder must describe the product, including product name, its functionality and benefits in their response.



State Unit on Aging requirements:

a. Clients

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
CLI-1	Describe how software creates a focus on the person receiving the services instead of focus on the services. Bidder's Response: <i>WellSky Aging and Disability</i> supports the full lifecycle of consumer interaction, beginning with the initial client contacts, whether by phone or over the web, and proceeding through the successive phases of screening and assessment, care planning, service order and delivery, billing, reassessment, and reporting. By tracking each client interaction within a single global client record, staff always know where to go to find information about a client. <i>WellSky Aging and Disability</i> includes many features designed based directly on customer feedback on how to best serve their clients. A minimal subset of these person-centered features includes: <ol style="list-style-type: none"> 1) Real-time visibility to all prior contacts within a Call record so that no matter who a person calls, that worker is able to see all of the details of their prior contacts; allowing the focus of this call to be on what the person called for, not having the person repeat their entire story again. 2) Efficient and user-friendly data collection tools, including <i>Mobile Assessments</i>, allowing case workers to spend their time focusing on the person instead of trying to use difficult or confusing technology. 3) Information a person shares in an assessment can be linked directly to their demographic record and directly to their Care Plan so that the data is in the right place for workers at the right time, but the person only has to tell their story once. 	X	X		
CLI-2	The system must have a unique identifier (client number) for client records besides Social Security Number. Bidder's Response: Each consumer record in the system is assigned a unique client number when the record is created.	X	X		
CLI-3	The system must be able to manage and identify possible duplicate clients, merge clients, and client creation.	X	X		



Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
	Bidder's Response: As part of the process of adding a new Consumer in <i>WellSky Aging and Disability</i> , the system will automatically check for potential duplicate client records and warns the user if any are potential duplicates are found. If the client already exists the user can select the existing consumer and discontinue creating the new record. If appropriate, the user can continue with creating the new record. If a user accidentally enters a duplicate consumer record, the system contains functionality for merging duplicate records.				
CLI-4	The system must collect all National Aging Program Information System (NAPIS) required demographic fields in the client record.	X	X		
	Bidder's Response: <i>WellSky Aging and Disability</i> stores and presents all NAPIS required demographic details in a dedicated section on the Client Details section of the client record. Additionally, if demographic information is collected in an assessment form (e.g. Number of ADLs) this information will automatically populate the client demographic record on save of the Assessment.				
CLI-5	The state must be able to add additional (ad-hoc) fields added to the client record to track non-Older Americans Act (OAA) information.	X	X		
	Bidder's Response: Custom Fields can be added to the client record by administrators in <i>WellSky Aging and Disability</i> . Current customers have used these fields to identify customers in regions impacted by disasters (hurricanes, tornadoes, etc.), to track veteran status as well as other non-OAA data.				
CLI-6	The system must accommodate adding new fields post implementation.	X	X		
	Bidder's Response: WellSky has many customers that have added new lines of business or new programs that they wish to track in their existing <i>WellSky Aging and Disability</i> implementation. This customers have been able to accomplish these goals with the administrative capability to add Custom Fields to a client record as needed or by creating their own Assessment forms for additional client-level data capture.				
CLI-7	The system must include and track federal Activities of Daily Living (ADLs) and Instrumental Activities of Daily Living (IADLs) for each client.	X	X		
	Bidder's Response: ADL and IADL responses are recorded and automatically scored within a Consumer Assessment in <i>WellSky Aging and Disability</i> and automatically populate the consumer record on save of the Assessment.				



Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
CLI-8	The system must provide historical values for client ADL and IADL indicators. Bidder's Response: <i>WellSky Aging and Disability</i> assessments store a longitudinal record of every answer for every consumer and the history of each response for all questions over time, including ADLs and IADLs. The historical responses can be easily viewed by a user from within the assessment itself.	X	X		
CLI-9	The system must differentiate between "not answered" and "no" for ADL and IADL responses. Bidder's Response: Standard <i>WellSky Aging and Disability</i> assessment question responses, including ADL and IADL responses, contain "not answered" and "no" as distinct responses. Response values and which response values are included in ADL and IADL scoring are both configurable.	X	X		
CLI-10	Describe how the system would accommodate ADLs that are different from the federal ADLs. Bidder's Response: <i>WellSky Assessment Designer</i> allows customers (or WellSky resources if assistance is requested) to create fully configurable assessment forms that can include customer-specific questions as well as customer-specific indicators. These questions can be configured to track and the indicators can calculate ADL scores that are different from federal ADLs. Similar to the federal ADLs and IADLs, the customer-specific ADLs can be linked to custom fields in the Consumer Record.	X	X		
CLI-11	The system must include a way to manage client status, including but not limited to: active, inactive, and deceased clients. Bidder's Response: Client statuses and status reasons are configurable within the Administrator area of the <i>WellSky Aging and Disability</i> application. This allows for known status values of active, inactive and deceased to be configured, as well as providing flexibility for new statuses that may be required in the future.	X	X		
CLI-12	The system must track the care recipient to caregiver relationship with separate client records. Bidder's Response: Caregivers and Care Recipients are both maintained as Consumers in <i>WellSky Aging and Disability</i> . These records can be linked in the system, at which time a relationship must be selected.	X	X		
CLI-13	Describe how the system tracks out of state caregivers.	X	X		



Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
	Bidder's Response: Out of state Caregivers are entered into the system as Consumers and tracked in the same manner as other Caregivers. If desired, a Custom Field could be configured to specifically designate a Caregiver as "out of state" for reporting or other purposes.				
CLI-14	The system must be able to manage emergency and other contact information including but not limited to contact name, relationship, and contact information.	X	X		
	Bidder's Response: As many contacts as necessary can be added to a client record. Each contact has a "Type" designation and allows for the recording of contact name, relationship and contact information.				
CLI-15	The system must contain a section that allows users to input observations, notes, follow ups, and other text-based summaries in the client record. All notes must be saved chronologically in a historical log (not over-written with the next update).	X	X		
	Bidder's Response: <i>WellSky Aging and Disability</i> Consumer Journals allows users to input observations, notes, follow ups and other text based summaries. These Journal entries can be sorted and filtered based on Entry Date allowing for chronological viewing or viewing of a subset of Journals entered within a specific time period.				
CLI-16	The system must be able to have multiple files/documents attached to a client record.	X	X		
	Bidder's Response: <i>WellSky Aging and Disability</i> File Attachments feature allows files and documents to be attached to a Consumer record. Distinct File Attachment Folders can be added to distinguish between types of files and documents to be added to the client record. Security Categories are assigned to each File Attachments Folder allowing visibility to types of files and documents to be limited by User Access Role.				
CLI-17	Describe how an area agency on aging (AAA) would transfer a client to another AAA in the system.	X	X		
	Bidder's Response: An Agency can transfer a client to another Agency by notifying the new AAA via a <i>WellSky Aging and Disability Activity</i> that a transfer is needed. In coordination with the new Agency, the client's record could then be transferred by changing the Agency association in the record from the old AAA to the new one.				
CLI-18	List fields that users at the AAA or State Unit on Aging (SUA) level can search by. List any additional fields that would be considered a customization to the standard search fields.	X	X		



Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
	Bidder's Response: Consumer searches can be done by first name, last name, DOB, SSN, email, ID#, phone number, address, Medicare #, Medicaid #, Ethnic Race, Default Agency, Default Provider, Consumer Provider, and Care Manager. Rosters and Routes can be searched by their title. Columns in any of the list views in <i>WellSky Aging and Disability</i> can be searched by entering the desired values in the filtering options. In addition, Saved Searches allow users to create customized Activity, Consumer, Service Delivery, and Episode searches.				

b. Services

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
SER-1	The system must be able to track federal, state, and local taxonomies. Describe how the system reconciles different taxonomies. Describe how the system incorporates the AIRS taxonomy. Bidder's Response: The <i>WellSky Aging and Disability</i> software is populated with the AIRS/LA211 Taxonomy code set, which can then be associated to individual services as necessary to allow for a standardized search of resource elements. In addition to AIRS, the system allows for a customizable table of Keywords that can be associated directly to resources for use in search functions.	X	X		
SER-2	The system must be able to differentiate between Aging and Disability Resource Center (ADRC) services and OAA services.. Bidder's Response: Services defined in the Administrator area of <i>WellSky Aging and Disability</i> are associated to specific Care Programs and are associated with either an OAA service provider, an ADRC provider or both. The services presented to the worker at the time of selection are dynamically filtered based on the setup in the Administrator area reducing data entry issues and ensuring accurate service selection and ultimately reporting.	X	X		
SER-3	The system must be able to distinguish between service delivery models: self-directed care services and traditionally delivered services.	X	X		



Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
	Bidder's Response: Multiple existing <i>WellSky Aging and Disability</i> customers manage their self-directed care services as well as their traditionally delivered services. Both service types can be planned, scheduled, ordered and invoiced. While Service Rates can be defined within the Administrator area for each standard Provider, for self-directed models Consumers identify their own Providers and can set their own rates so Care Managers are able to manually enter the consumer-directed rate within the Service Plan, Service Order or Service Delivery.				
SER-4	The system must be able to do rapid or bulk data entry by service and service provider (i.e. entering daily congregate meal recipients at a senior center).	X	X		
	Bidder's Response: With the understanding that Service Delivery data makes up a large portion of federal NAPIS reporting requirements, <i>WellSky Aging and Disability</i> includes numerous solutions for the bulk entry of this data including: Rosters, Service Delivery Confirmation Wizard, Consumer Groups and a Service Delivery Upload tool. In addition, WellSky's <i>ServiceScan</i> allows for the scanning of barcodes to record deliveries. The most efficient solution for recording the bulk service deliveries is typically determined during the analysis phase of the implementation process in order to consider all of a customer's specific requirements.				
SER-5	Describe how the system handles canceling or rescheduling authorized services due to inclement weather or other unforeseen circumstances.	X	X		
	Bidder's Response: <i>WellSky Aging and Disability</i> includes a Service Suspension feature that allows authorized users to suspend scheduled services due to unforeseen circumstances. Services schedules in the Consumer's Care Plan can then be updated to reschedule the delivery.				
SER-6	Describe how the system tracks OAA registered service recipients before an intake is received.	X	X		
	Bidder's Response: Consumers can be registered in <i>WellSky Aging and Disability</i> and enrolled in a placeholder Care Program that identifies them as requiring an intake. After the intake has been completed, the consumer can be registered in the appropriate Care Program.				
SER-7	Describe how the system administers or customizes eligibility types. Eligibility will differ between various state and federal programs.	X	X		



Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
	Bidder's Response: In <i>WellSky Aging and Disability</i> , a Client is assessed and if they meet the eligibility requirements for a specific program, they are can be enrolled. Automated and configurable Assessment indicators can be used as Program Eligibility tools that help guide program-level eligibility determinations. <i>WellSky Aging and Disability</i> allows administrators to define Service Programs with associated Services and Funding Sources based on current and future needs.				
SER-8	The system must be able to track services received by non-OAA eligible individuals. Bidder's Response: Services to non-OAA individuals can be tracked by enrolling a Consumer in a non-OAA Care Program and delivering services that are associated with that program. Many customers have used <i>WellSky Aging and Disability</i> for years to track state or federal (non-OAA) programs and the individuals receiving those services.	X	X		
SER-9	The system must include historical eligibility tracking. For example, a 59 year old person can join their 60 year old spouse for an OAA Congregate Meal. Once the 59 year old spouse turns 60, they would qualify for OAA Congregate Meals. Bidder's Response: The system does allow for manual NSIP Meal Eligibility for clients under 60, which is tracked as part of the service record at time of service. Once the client turns 60, the Eligibility is automatically updated to the Over 60 base eligibility, and will be reported for new services.	X	X		
SER-10	The system must track special diets and delivery notes required for Home Delivered Meal service. Bidder's Response: Special diets can be tracked through the use of subservices so, for example, the service of Home Delivered Meals could have subservices of "Vegetarian Meal", "Low Sodium Meal" or "Gluten Free Meal". Consumer notes can also be automatically included on printed home delivery meal route sheets that specifically call out dietary restrictions for each consumer on the list.	X	X		
SER-11	Describe how the system would track take-out meals that are taken off senior center/nutrition site premise.	X	X		



Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
	Bidder's Response: <i>WellSky Aging and Disability</i> allows for the creation of subservices, which can be used to further describe the service being provided to a Consumer. In this example, the service could be described as "Congregate Meals" and the subservice as "Take Out".				
SER-12	Describe the system's electronic visit verification capabilities (EVV). Bidder's Response: <i>WellSky Aging and Disability</i> is being used with similar customers to reconcile EVV data against Service Plan or Service Delivery data via an intergration between the <i>WellSky Aging and Disability</i> database and a standalone third party system.	X		X	
SER-13	Describe the system's routing capabilities for services like transportation and home delivered meal routing. Include a description of GIS mapping, monitoring from a central location, etc. Bidder's Response: Routes in <i>WellSky Aging and Disability</i> can be customized to present the optimal route for making deliveries. <i>WellSky's ServiceScan</i> solution can be used to record deliveries as they are made and then be synchronized with a desktop version in a central location, which allows progress to be monitored.	X	X		
SER-14	Describe how the system automates and customizes workflows to determine client eligibility for services. Describe how it can be customized by AAA and service. Bidder's Response: <i>WellSky Aging and Disability</i> allows authorized administrators to configure customized workflows that will prompt a user to take specific actions that can include eligibility determination. Workflows can be triggered by the entry of multiple data types, including, but not limited to, assessment, activity, consumer and service delivery. If eligibility determinations are suggested through assessment indicators, eligibility-specific Workflows can be prompted after completion of the assessment. In addition, Workflows can be applied to specific agencies, providers, users or user role types.	X	X		
SER-15	Describe how the system automates and customizes waitlist and prioritization capabilities post system implementation. Describe how it can be customized by AAA and service.	X	X		



Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
	Bidder's Response: <i>WellSky Aging and Disability</i> allows users to assess consumers, with automated assessment indicators calculated as data is entered to determine or suggest program eligibility, as well as met and unmet needs. Based on the assessment outcomes an individual is then enrolled in appropriate programs or placed on wait lists where necessary. <i>WellSky Aging and Disability</i> allows multiple Care Program Status values and Service Plans with different status values, allowing waitlists to be managed at the Program level or at the Service level. A service-level waitlist allows for certain services to be "active" while the consumer is "waiting" to receive other services. Both types of waitlist can be reported on using one of the solution's many standard reports.				
SER-16	Post implementation, describe the system customizable prior authorization forms. Describe how it can be customized by AAA and service. Bidder's Response: <i>WellSky's Assessment Designer</i> allows authorized users to create customized forms that can be used to create prior authorization forms by AAA and service. If prior authorization data needs to be electronically exchanged and each AAA requires a unique output this would be setup by the WellSky technical team to ensure the proper data is being exchanged and updated accordingly.	X	X		
SER-17	Describe the system's real time data entry for information & assistance staff to track calls and walk-ins, where staff provide information and referral services. Bidder's Response: Comprehensive call and walk-in data can be collected in the fully integrated <i>WellSky Aging and Disability</i> Information and Assistance module. This module includes a single, comprehensive Calls screen which including the call topic, assistance provided, and allows for efficient searching and identification of resources and tracking of referrals made.	X	X		
SER-18	Describe how the system records anonymous clients, referrals made, and level of assistance provided. Bidder's Response: The <i>WellSky Aging and Disability</i> Calls screen defaults to an anonymous caller and client, but allows users to link the call to a known Caller or Consumer if names are provided. Additionally, dedicated fields and are available for tracking assistance provided and referrals made.	X	X		
SER-19	Describe how the system supports a "lending library" tracking system. For example, describe how the AAA would track durable medical equipment that has been lent to a client, including how it would be administered, such as donations of equipment, loaning, and marked returned and available for use.	X		X	



Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
	Bidder's Response: While <i>WellSky Aging and Disability</i> does not include an integrated lending library, WellSky will work with Nebraska to develop a viable solution by adapting existing functionality to meet this need or by utilizing a third party solution.				

c. Assessments

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
ASMT-1	Describe how the State can create and customize assessments in the system. Bidder's Response: Assessments can be easily created and managed using WellSky's <i>Assessment Designer</i> . <i>Assessment Designer</i> grants authorized users the ability to add new and edit existing assessments based on an extensive catalog of questions submitted by NE DHHS' peers over the past 20 years. Question text, question responses and indicators can all be configured by the authorized users prior to publishing the assessment forms to end users.	X	X		
ASMT-2	Describe how the system accommodates multiple value choices. Bidder's Response: Assessments in the <i>WellSky Aging and Disability</i> solution may include multi-select questions so, for example, a question might ask what services a consumer is currently receiving and the assessor would be able to select more than one of the available responses.	X	X		
ASMT-3	Describe how the system aggregates collected data. Bidder's Response: <i>WellSky Aging and Disability</i> Assessments may include customer-specific (or assessment specific) indicators, which automatically perform calculations and determinations based on data collected within the assessment session.	X	X		
ASMT-4	Newly created assessments must be available to previously created client profiles. Bidder's Response: Assessments can be added at any time during the Consumer lifecycle.	X	X		
	Describe how the system reconciles data in an old assessment and new assessment.	X	X		



Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
ASMT-5	Bidder's Response: <i>WellSky Aging and Disability Assessments</i> give a user the ability to reassess consumers, which will retain previously entered responses until they are overwritten with new responses. If this occurs, the previously entered value will be retained in the assessment history. If an entirely new Assessment is created using <i>Assessment Designer</i> , the same questions on the new assessment will retain the same Question Catalog ID value which allows for reporting for the same question across multiple assessments.				
ASMT-6	Describe how the system would retain previously deleted assessment questions. Bidder's Response: Assessment questions and potential responses are stored in a catalog in WellSky's <i>Assessment Designer</i> solution. If a question is removed from an assessment, it can be restored at any time by an authorized user. Data recorded in the now-deleted assessment question will not be removed from existing client assessments, but the question will no longer be able to be populated on new assessments added.	X	X		
ASMT-7	Describe how the system provides historical data and trending with previous assessment answers. Bidder's Response: A longitudinal record of every answer is stored for every client and the history of each response can be viewed by the user in real time, providing instant ability to see how responses to the same question have changed over time.	X	X		
ASMT-8	The system must include the DETERMINE Assessment tool (from the Nutrition Screening Initiative) to evaluate nutrition risk. (Disease; Eating Poorly; Tooth Loss/Mouth Pain; Economic Hardship; Reduced Social Contact; Multiple Medicines; Involuntary Weight Loss/Gain; Needs Assistance in Self- Care; Elder Years Above Age 80). Bidder's Response: Assessments that have not already been configured can be configured by the WellSky implementation team or by the customer using WellSky's <i>Assessment Designer</i> solution.	X	X		
ASMT-9	The system must include the St. Louis University Mental Status (SLUMS) Assessment to evaluate cognitive performance. Bidder's Response: The results of the SLUMS Assessment are currently being recorded by several <i>WellSky Aging and Disability</i> customers using a form configured through the <i>Assessment Designer</i> solution.	X	X		



Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
ASMT-10	Describe how the state care management assessment would be set up in the system. An example of the assessment can be found at this URL: http://dhhs.ne.gov/medicaid/Aging/Documents/CM%20Assessment%20Form.pdf	X	X		
	Bidder's Response: Assessments that have not already been configured can be configured by the WellSky implementation team or by the customer using WellSky's <i>Assessment Designer</i> solution. Numerous WellSky customers leverage this capability to utilize consumer assessments for care management.				
ASMT-11	Describe how the state would administer and customize a caregiver assessment form in the system. The assessment can be found online at: http://dhhs.ne.gov/medicaid/Aging/Documents/SUA-18-IM-04%20Comprehensive%20Caregiver%20Assessment.pdf	X	X		
	Bidder's Response: Assessments that have not already been configured can be configured by the WellSky implementation team or by the customer using WellSky's <i>Assessment Designer</i> solution. WellSky has assisted several customers in the creation of Caregiver Assessment forms.				
ASMT-12	Describe how the system supports the administration and customization of an intake form to support an ADRC/NWD (No Wrong Door) in the system. The intake form can be found online at: http://dhhs.ne.gov/medicaid/Aging/Documents/I_R%20and%20OC%20Intake.doc	X	X		
	Bidder's Response: The fully integrated Web Intake solution allows for a customer-configured assessment to be presented on a public-facing webpage. Several WellSky customers, including Georgia and Nevada have used this combination of functionality to create custom intake forms available via the web as well as an intake form within a Call or Consumer record.				
ASMT-13	Describe how the system accommodates InterRAI Assessment Instruments.	X	X		
	Bidder's Response: WellSky has partnered with multiple customers, including Hawaii, South Dakota and New Jersey, to accommodate InterRAI Assessment Instruments through the use of <i>Assessment Designer</i> . We have developed the interRAI Home Care (HC), and the interRAI Community Health Assessment (CHA), with the Functional Supplement (FS) for the CHA form. Plus we have developed automated algorithms for the Clinical Assessment Protocols (CAPS), Scales, and Triggers for these forms.				
	Describe how the system accommodates the Supports Intensity Scale (SIS).	X	X		



Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
ASMT-14	Bidder's Response: Assessments that have not already been configured can be configured by the WellSky implementation team or by the customer using WellSky's <i>Assessment Designer</i> solution.				

d. Usability

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
USE-1	The system must have copy/paste functionality. Bidder's Response: The system supports standard copy/paste functionality.	X	X		
USE-2	The system must be able to print, display, or export any information gathered in the client record, related to service usage, on a form and/or in a report. Bidder's Response: All of the information in a Consumer record, including service information, can be printed or exported. <i>WellSky Aging and Disability</i> Reports contain an extensive library of report templates that be used to report on Consumer and Service data. The <i>WellSky Advanced Reporting</i> module allows for any data collected in the system, including data within assessment forms, to be reported on or exported.	X	X		
USE-3	The system date must have 4 digit years. Bidder's Response: <i>WellSky Aging and Disability</i> supports 4 digit years in all date fields.	X	X		
USE-4	The system must have task and date reminder tracking. Bidder's Response: <i>WellSky Aging and Disability</i> uses Activities and Referrals to track ongoing tasks and their associated Due Dates. There are standard Dashboards available to support task and date reminder tracking. Saved Searches can also be created by users to view only Activities with specific Actions or due within specified date ranges to be viewed.	X	X		
USE-5	Describe the system's customizable alerts. Describe how users are able to set alerts for activities like follow ups and next visits.	X	X		



Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
	Bidder's Response: Users can create customizable alerts through the use of <i>WellSky Aging and Disability Activities</i> . The user's dashboard can then be configured to display the alerts based on user selected criteria, such as the create or due date, or activity type.				
USE-6	Describe the system's customizable workflows. For example, how a user would select, review, and document checked case files, service authorizations, service entries, and client demographics.	X	X		
	Bidder's Response: WellSky Aging and Disability allows authorized administrators to configure customized workflows that will prompt a user to take specific actions that can include instructions to select, review and document checked case files, service authorizations, service entries, and client demographics. Workflows can be triggered by the entry of multiple data types, including, but not limited to, assessment, activity, consumer and service delivery. Workflows can be applied to specific agencies, providers, users or user role types				
USE-7	Describe how the system supports cross-module workflows. For example, client eligibility for a funding source may be determined in one module by a separate state agency, and the client then referred to the AAA for services.	X	X		
	Bidder's Response: Administrators can utilize the powerful Workflow Design tool to create workflows that automatically execute based on data entered by various users, ensuring data entry consistency from worker-to-worker and ensuring workers leveraging one module are notified to alert a worker in a separate module, ultimately improving the overall quality and consistency of care.				
USE-8	Describe client portal products or options that are currently available. A client portal should be accessible by the client, or any person in their support network (caregiver, family member, neighbor, or friend). Describe security and access among public users.	X	X		
	Bidder's Response: <i>Caregiver Direct</i> is WellSky's public portal that allows collaboration between care managers, consumers, caregivers, and loved ones, giving Consumer Care Teams governed visibility into the consumers' care plans and the services planned and delivered on their behalf. Caregivers and loved ones from nearby or across the country can login to Caregiver Direct using a secure ID and Password, and view active care plans and planned services. They can review which services have been delivered, complete self-assessments and communicate with agency care managers.				
USE-9	Describe service provider portal products or options that are currently available.	X	X		



Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
	Bidder's Response: Providers have the ability to create accounts in WellSky's <i>Resource Directory</i> and then submit updates and changes to the information that displays when their organization is shown in search results. The provider's submissions are sent to a review queue, where an administrator can review them before committing them to the database. Providers can also be granted governed access to the <i>WellSky Aging and Disability</i> through the use of an administrator-defined User Access Role, limiting their visibility to only their own Clients and limiting their access to only their required job functions.				
USE-10	Describe the system's public service directory. Describe management and reporting options for information and referral component. Include website hits, validation, tracing incoming links, and comparison metrics.	X	X		
	Bidder's Response: <i>Resource Directory</i> provides a method for WellSky customers to publish their resource provider records to an online community resource directory, resulting in a publicly accessible website that visitors may interactively search to find information about providers and services within a specified geographic area. <i>Resource Directory</i> provides customers with comprehensive reporting tools that can track website traffic, searches and search results.				
USE-11	Describe how the system manages Rural/Non-Rural designations.	X	X		
	Bidder's Response: <i>WellSky Aging and Disability</i> follows the Rural/Non-Rural designations as established by the US Census Bureau. These designations are managed in the Zip Code element to populate new Consumer addresses with the appropriate NAPIS Rural Status.				
USE-12	Describe how an AAA user would use the system to review a senior center's daily congregate meal entry for quality assurance purposes.	X	X		
	Bidder's Response: <i>WellSky Aging and Disability</i> contains multiple Service reports that can be used to review entries made by providers. Additionally, WellSky's <i>ServiceScan</i> product enables administrators to review and edit deliveries that have been scanned prior to uploading them to the <i>WellSky Aging and Disability</i> database.				
USE-13	Describe automatic data capture technology capabilities such as bar coding.	X	X		
	Bidder's Response: WellSky's <i>ServiceScan</i> allows users to scan barcodes to record service deliveries with the use of a smart phone or tablet. Services can then be reviewed and edited, if needed, before being uploaded into the individual consumer records.				



e. Fiscal

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
FIS-1	Describe how the system tracks multiple funding sources for services, including Non-OAA funding sources. A client's meals may be originally paid for by one funding source, but then receive back-dated payment from another funding source. Describe how the software system would handle this scenario.	X	X		
	Bidder's Response: Multiple funding sources can be associated with a service through the use of Fund Identifiers. As the correct funding source may not be known at the time of data entry, the Unit Distribution tool was designed specifically to allow a funding source to be changed after a delivery has been recorded.				
FIS-2	Describe how the system tracks client funding across AAAs when the client record is moved from one AAA to another.	X	X		
	Bidder's Response: Service records and funding sources are maintained in the client record regardless of the AAA that is currently managing the client. Security settings within the system may be used, if needed, to limit a AAA's ability to view or change service records that were entered by another AAA.				
FIS-3	Describe how the system provides reconciliation, tracking and validating options for funding sources between the AAA and SUA.	X	X		
	Bidder's Response: WellSky Aging and Disability has a library of Service report templates which allow reporting on reconciliation, tracking and validating options for funding sources between the AAA and SUA.				
FIS-4	Describe how multiple fiscal years are tracked in the system.	X	X		
	Bidder's Response: The system allows for the service units to be entered on a calendar day. Flexible reporting parameters allow for reports to be generated by any date range including Fiscal Year. Contract setup also allows for flexibility of service and fund setup by Fiscal Year, as appropriate.				
FIS-5	Describe how the system provides FFR 425 reports.	X	X		



Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
	Bidder's Response: WellSky's Advanced Reporting solution can be used to generate reports and aggregate any data that's captured in WellSky Aging and Disability.				
FIS-6	Describe how the system allows staff to track time per program and/or client, and bill for time within the system.	X	X		
	Bidder's Response: WellSky Aging and Disability Service Deliveries can be used to track time spent on case management by staff on programs and clients. Invoices can then be generated based on the time tracked in the deliveries.				
FIS-7	Describe how the system tracks received anonymous contributions by service. For example, how are Transportation service contributions kept separate from Congregate Meal contributions, and not tied to a client record?	X	X		
	Bidder's Response: Contract line items allow for various multiple sources of funds to be tracked per service, including the ability to create custom funding sources to accommodate voluntary contributions.				
FIS-8	Describe how indirect costs of services are tracked in the system.	X	X		
	Bidder's Response: Service unit rates can be contracted and set to accommodate both direct and indirect costs. In cases where the costs aren't known at the time of service, the system includes a Rate Change utility to make retroactive updates to unit cost.				
FIS-9	Describe how direct costs of services are tracked in the system. Include costs that are not tied to a client.	X	X		
	Bidder's Response: Service costs are calculated from the entry of the count of units and the unit price. Group services can track aggregate services and costs not related to individual clients.				



f. Reporting

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
REP-1	List state(s) that have utilized the system for federal NAPIS reports for at least two federal fiscal years. Bidders that do not meet this qualification will not be considered. Bidder's Response: Vermont, Maine, Massachusetts, Rhode Island, Connecticut, New Jersey, Pennsylvania, West Virginia, Ohio, Kentucky, Tennessee, Wisconsin, North Dakota, Wyoming, Texas, New Mexico, Arkansas, Mississippi, Nevada, Utah, Iowa, Delaware, Louisiana, Hawaii, Alaska	X	X		
REP-2	The system must be able to support the federal NAPIS reporting. The State Program Report (SPR) requirements are expected to change by October 2019. Describe the bidders plan for these changes. https://acl.gov/news-and-events/announcements/older-americans-act-oaa-state-program-performance-report-spr-redesign Bidder's Response: The WellSky team meets bi-weekly with representatives of ACL and is well aware of the upcoming SPR requirements changes. As soon as the scope of the requirements is finalized, WellSky will schedule the enhancements to <i>WellSky Aging and Disability</i> that will be needed to capture the required data by the October 2019 deadline.	X	X		
REP-3	The system must be able to report on client demographic, service usage, units of service by service provider. List all standard reports included with the system.	X	X		

Bidder's Response:
Consumer Assessment Report
WellSky Aging and Disability Assessment Report
Consumer Goal Report
Consumer Listing Co-pay Report
Consumer Listing Report
Consumer Mailing Label Report
Consumer Service Order Report
Potential Duplicate Consumer Listing Report
Agency Summary Report
Agency Summary Report – New Consumers
Agency Summary Report (Totals Only)
Consumer Contact And Phone Listing Report
Consumer Percentage Co-Pay Report
Consumer Quarterly
Consumer Services List Report
Multi Service Report
NAPIS Consumer Listing
NAPUS Consumer Listing Report – Advanced – (With Caregivers/Care Recipients)
NSIP Meal Reports Tab
NSIP Meals Recipient List
WellSky Aging and Disability Consumer Provider Service Report
WellSky Aging and Disability Kitchen Report
Service Category Monthly
Service Delivery Consumer Listing
Service Delivery Consumer Mailing Label
Service Delivery Export Report.
Service Delivery Profile – Cross Tab
Service Demographics
Service Suspension Report
Topic Profile – Outcome Chart
Topic Profile – Topic Hours Distribution
Topic Profile – Topic Time Spent Chart
Service Contracts Report
Care Plan Consumer Cost
Care Plan Monitoring Report



Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
	<p>Detailed Suspended Service Plan Report (Advanced) <i>WellSky Aging and Disability</i> Suspended Service Plan Report Consumer Co-Payment Report Consumer Invoice and Payment Report Co-Pay Statement of Invoice Reprint Detailed Claim Data Report Invoice Item Report Payment Report Program Invoice Item Summary Report Consumer Activity/Referral Mailing Labels Consumer Activity/Referral Report</p> <p>Administrator Mailing Label Report NAPIS Consumer Listing Report (With Caregivers/Care Recipients) Providers and Services Report: <i>WellSky Aging and Disability</i> User Login Report <i>WellSky Aging and Disability</i> Agency Call Report <i>WellSky Aging and Disability</i> Call Follow-up Report <i>WellSky Aging and Disability</i> Call Mailing Label Report <i>WellSky Aging and Disability</i> Call Profiler Report <i>WellSky Aging and Disability</i> Call Referral Report <i>WellSky Aging and Disability</i> Call Summary Report <i>WellSky Aging and Disability</i> Call Topic Report <i>WellSky Aging and Disability</i> I&R Provider Report</p>				
REP-4	<p>Describe how the system creates mailing lists based off of client demographics or service activity.</p> <p>Bidder's Response: <i>WellSky Aging and Disability</i> contains several reports that can create mailing lists, including the Consumer Mailing Label Report and the Service Delivery Consumer Mailing Label Report.</p>	X	X		
REP-5	<p>Describe dashboarding capabilities in the system, such as graphs, dashboards, cross fiscal year reporting, year to date, and year to year comparisons.</p>	X	X		



Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
	Bidder's Response: <i>WellSky Aging and Disability</i> Dashboards allow users to create a customized view of Activities or Assessments that are due, as well as recently assigned Consumers and Expiring Care Plans, In addition, users can add customized Saved Searches to their Dashboards, enabling them to display lists of Activities, Consumers, and Service Deliveries based on the search criteria they select.				
REP-6	Describe the system's ability to create ad-hoc reports. Include specific user roles and licensing that may be required.	X	X		
	Bidder's Response: <i>WellSky's Advanced Reporting</i> solution allows users to create customized reports based on any data that has been entered into the <i>WellSky Aging and Disability</i> database. Report Writers are licensed to create, view, update and delete reports, while Report Runners have read-only rights to completed reports.				
REP-7	Describe how the system would provide a county summary report that details services and client information for a given time period.	X	X		
	Bidder's Response: The <i>WellSky Aging and Disability Agency Summary Report</i> can provide users with service and consumer information for a specified period of time. The report can be filtered by Town County, Municipality, or ZIP Code.				
REP-8	Describe the system's ability to generate reports for federal Congressional districts. Describe how districts realignment is managed.	X	X		
	Bidder's Response: Reports for Nebraska's three Congressional districts can be generated through the use of location filtering. As the the districts change, the location filtering in the reports can be changed to match the newly defined districts.				
REP-9	Describe the system's ability to generate reports for state legislative districts. Describe how districts realignment is managed.	X	X		
	Bidder's Response: Reports for Nebraska's forty-nine Legislative districts can be generated through the use of location filtering. As the the districts change, the location filtering in the reports can be changed to match the newly defined districts.				
REP-10	Describe the system's ability to generate Explanation of Benefits (EOB) reports that are personalized based on a client's assessment results and demographic data.	X	X		



Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
	Bidder's Response: <i>WellSky Aging and Disability</i> Word Merge functionality can be leveraged to create Explanation of Benefits reports. These Word Merge documents can be configured to pull already populated client details into the Word Document. Once generated these documents can be further personalized as needed prior to sending to the client.				
REP-11	The system must be able to generate contribution request letters to enable program cost sharing.	X	X		
	Bidder's Response: Numerous <i>WellSky Aging and Disability</i> customers generate their contribution request letters directly from the system using Word Merge functionality. These Word Merge documents can be configured to pull already populated client details into the Word Document so that this does not need to be manually input for each letter.				
REP-12	Describe the system's forecasting capabilities for service units and cost based off of previously entered data.	X	X		
	Bidder's Response: <i>WellSky's Advanced Reporting</i> solution allows users to build logic into the queries in their custom reports that can forecast future needs based on previously entered data.				
REP-13	The system must be able to export data in reports. Describe file types that can be exported.	X	X		
	Bidder's Response: <i>WellSky Aging and Disability</i> reports can be exported in PDF, Crystal, Excel, Word, Text and XML.				
REP-14	The system must be able to provide an audit log or snapshot of services provided, as entered on a specific date.	X	X		
	Bidder's Response: <i>WellSky Aging and Disability</i> service reports provide a view of recorded deliveries for a specific date or across a range of dates.				
REP-15	Describe how the system tracks unpaid client balances for non-OAA services.	X	X		



Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
	Bidder's Response: <i>WellSky Aging and Disability</i> Financial reports can be used to track the status of invoices and payments, including unpaid balances. Non-OAA services can be tracked and invoiced by associating them with a unique Care Program that differentiates them from OAA services. <i>WellSky Aging and Disability</i> reports can then be filtered to only show services associated with that Care Program.				

g. Volunteer management

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
VOL-1	Describe the system's volunteer management capabilities. Bidder's Response: WellSky Aging and Disability Access Roles allow administrators to create user roles that can be based on the needs of a specific job role, including volunteer work. Tasks and/or assignments can be given to workers or volunteers through the use of WellSky Aging and Disability Activities, which can then be tracked through the use of WellSky Aging and Disability Reports. Volunteers for multiple customers also access WellSky's ServiceScan, allowing the volunteers to record an individual's meal was received, but not granting further access. The service deliveries scanned by Volunteers are reviewed by agency staff prior to being committed to the client record.	X	X		
VOL-2	Describe how the system differentiates between stipend volunteers like the Federal Senior Companion, Foster Grandparents programs, and unpaid volunteers. Bidder's Response: Access roles can be created for each volunteer type, which would include the ability to limit their access to specific programs.	X	X		



h. Provider Information

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
PRV-1	The system must be able to manage service provider information, including services, population served, address, name, email, phone, and website.	X	X		
	Bidder's Response: Service Provider information, including services, populations served, address, name, email, phone and website are maintained in the administrative section of <i>WellSky Aging and Disability</i> .				
PRV-2	The system must be able to manage multiple service contracts/rates for a single provider.	X	X		
	Bidder's Response: The Contracts feature in <i>WellSky Aging and Disability</i> allows for the management of multiple contracts/rates for a single provider.				
PRV-3	Describe how the State can customize the system with ad-hoc field creation for Service Providers, including contract/rate management.	X	X		
	Bidder's Response: Provider Contract and rate management features already exist in <i>WellSky Aging and Disability</i> . As many rates and contracts as are needed can be added to a provider. While ad hoc field creation is not currently available in Provider records, <i>WellSky Aging and Disability</i> has the ability to add Custom fields to Consumer Records and we could easily add this functionality to Providers records.				
PRV-4	The system must provide service provider search functions.	X	X		
	Bidder's Response: <i>WellSky Aging and Disability</i> includes a "Search for Services" feature that allows users to search and locate Provider records based on service, provider name, location, service area, phone number and other search criteria.				
PRV-5	The system must be able to edit a service provider for multiple clients at once. For example, Company X provides Emergency Response Systems to fifty clients in January. The contracted service provider is changed to Company Y in February. Describe a bulk client move from Company X to Company Y.	X	X		
	Bidder's Response: <i>WellSky Aging and Disability</i> contains a bulk assignment tool that allows the Provider of record to be changed for services that have been delivered to defined sets of Consumers.				



i. Operations

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
OPR-1	<p>Describe how the system will support Area Plan management. Describe how AAAs could upload and add data to a template. Describe how the SUA could review, provide remarks, return to AAA, or approve Area Plans and their updates. Current Area Plans are located at: http://dhhs.ne.gov/medicaid/Aging/Pages/Financial-Program-Data.aspx</p> <p>Bidder's Response: Currently many WellSky State Unit on Aging customers use <i>WellSky Aging and Disability</i> to support creation of Area Plans. Through standard and ad hoc reporting, states are able to track the services provided at the AAA level and the funding streams used to pay for those services. <i>WellSky Aging and Disability</i> allows organizations to create reports that sort and filter data and export it to Excel to provide the granular information to feed Area Plan template spreadsheets. These capabilities are included with <i>WellSky Aging and Disability</i> as proposed.</p> <p>WellSky is pleased to provide additional information on a new module to support states using <i>WellSky Aging and Disability</i> as they complete Area Plans. This module is expected to be generally available for use with <i>WellSky Aging and Disability</i> in late 2020. It is important to note that, while competitors may offer to develop technology to prepare area plans for DHHS, WellSky is the only vendor who currently has a product in use for this extremely complex process. WellSky knows what it takes to develop this functionality and it is no small undertaking. For this reason, we have planned adequate time to allow for rollout of this functionality within the <i>WellSky Aging and Disability</i> product.</p> <p>Overview: WellSky Human Services Area Plans module allows state units on aging and their AAA's to easily create, manage, approve, and amend annual fiscal plans and associated reimbursement requests. Already in use by at least one state unit on aging and their 12 AAAs, the module was specifically designed to alleviate common pain points including exchange and management of spreadsheets (templates), lengthy and labor intensive manual review and approval cycles, manual syncing and population of delivered services data, and repeated exchanges of documents between AAAs and the SUA. WellSky's module uses "smart automation" to simplify or eliminate manual data entry and/or review where possible and allowing staff to focus on tasks that require human expertise and experience. Smart automation includes tasks such as automatically populating data wherever possible, limiting data entry errors by presenting the user with only valid options, automatically enforcing business policy and regulations (including match and in-kind requirements), maintaining a clear separation of duties, and a pristine audit trail. This results in rapid review cycles, timely and accurate payments, reduced churn, and improved data for reporting and business/trend analysis.</p> <p>The Area Plans module is part of the WellSky product suite and, as such, is fully integrated with other modules, including Aging and Disability (formerly known as SAMS). This means that a state unit on aging can implement the Area Plans module without requiring existing AAAs that already use Aging and Disability to make any changes; a standard interface would allow them to connect to the module, giving the state a single location from which to approve and manage all area plan fiscal plans, budgets,</p>				



Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
	<p>and reimbursements. Additionally, implementation of the Area Plans module opens the door to easily adding/implementing other major programs in the future. Examples of programs implemented in this manner by other customers include expansion to include APS (adult protective services), complex waitlist management, waiver management, intellectual and physical disabilities, provider management, incident management, and financial management.</p> <p>Simplified Budgeting Simplified Budgeting Most states currently use spreadsheets or templates, full of macros and formulas, to do annual fiscal planning. These tools require heavy manual review, must be tightly controlled to ensure that formulas or macros are not inadvertently edited or lost, and present challenges in tracking the most current version – especially if budget has to be amended. WellSky’s Area Plans module eliminates those challenges by providing a common, collaborative platform for the SUA and AAAs.</p> <p>Designed around the concept of “smart automation”, the area plans budgeting module automates data entry and review tasks wherever possible, freeing valuable AAA and state staff to focus most of their time on tasks that require human expertise and experience.</p> <p>Budget features include:</p> <ul style="list-style-type: none"> • Automated validation of budgets against state and federal business policies and/or regulations • Electronic certification of budgets • Centralized management queues for reviewing and approving budgets • Unlimited budget amendments • Real-time communication and collaboration between AAAs and the state, including a shared, common view of budget data • Support for document attachments • Automatic, real-time linking of service deliveries to area plan budgets • Enforcement of funds allocated by the state to each AAA • Ability to use current budget as a template for budget amendments and/or future budgets <p>Quick, Accurate Payments Reimbursement requests, because they mirror the complexity and detail of the budget, can also present challenges when trying to create, manage, submit, and approve via a spreadsheet or template.</p> <p>WellSky’s Area Plans module streamlines the reimbursement process. Continuing the use of “smart automation”, reimbursements are designed to be quickly and accurately created, reviewed, and approved, minimizing the time to payment.</p>				



Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
	<p>Reimbursement features include:</p> <ul style="list-style-type: none"> • "One-click" creation of reimbursements (with pre-population of critical data) • Automated validation of budgets against state and federal business policies and/or regulations • Centralized management queues for reviewing and approving reimbursements • Real-time communication and collaboration between AAAs and the state, including a shared, common view of reimbursement data • Support for document attachments • Automatic linking of service deliveries to reimbursement requests <ul style="list-style-type: none"> ○ Ability to assign/reassign funding sources as needed • Full support for corrections to previous reimbursement requests • Automatic adjustments for non-reimbursable items or accounts <p>Automated Enforcement of Business Policy</p> <p>Annual fiscal plans and reimbursements must comply with a myriad of federal and state policies and regulations. WellSky's Area Plans module ensures that policies are enforced through the user of standard and optional customer-specific validation rules.</p> <p>Budgets and reimbursements that fail validation rules cannot be approved unless identified issues are addressed or an exemption is granted by an appropriate user. Exemptions require justification, ensuring that they are documented and easily visible to all parties, including auditors.</p> <p>Validation rules include, but are not limited to, appropriate enforcement and management of:</p> <ul style="list-style-type: none"> • Budgets <ul style="list-style-type: none"> ○ Match requirements ○ In-kind revenue ○ Voluntary contributions ○ Program income ○ Allocation amounts • Reimbursements <ul style="list-style-type: none"> ○ Match requirements ○ In-kind revenue ○ Voluntary contributions ○ Program income ○ Allocation amounts ○ Budget limits 				



Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
	<p>Maintain Separation of Duties and a Clear Audit Trail WellSky's Area Plans module automatically maintains the appropriate separation of duties based on a user's business role. Every action taken by any user is automatically logged and is visible from within the application and via reports. This not only allows program staff to quickly see who did what and when but facilitates external fiscal audits.</p> <p>Security and audit features include:</p> <ul style="list-style-type: none"> • Common, transparent view of budgets and reimbursements • Role based add/edit/approve privileges • Automated logging of exemptions to policy <p>Easily Report in Aggregate or in Detail Data associated with annual fiscal plans, budgets, and reimbursements is used to meet a variety of reporting needs. First and foremost, service delivery data is used to meet federal ACL NAPIS reporting requirements. But states and AAAs have a multitude of other needs which include fiscal audits, program performance and evaluation, and requests for information from state legislatures. Because the most granular data, service deliveries to specific consumers or consumer groups, is seamlessly linked consumers, providers, AAAs, programs, services, funding sources, area plan budgets, and area plan reimbursements, it is easy to</p> <ul style="list-style-type: none"> • Aggregate data into anonymized state level information <ul style="list-style-type: none"> ○ E.g., total number of consumers served under the state's Personal Care program • Report mid-level AAA and provider data <ul style="list-style-type: none"> ○ E.g., number of congregate meals delivered by a AAA across all of their sites and providers • Drill down to consumer specific information <ul style="list-style-type: none"> ○ E.g., number of Home-Delivered Meals provided to Jane Doe over the last 3 years grouped by funding source and provider. <p>The solution includes standard reports which can be augmented by the use of WellSky Advanced Reporting to create customer-specific reports.</p> <p>Summary WellSky's Area Plans module allows AAAs to create and amend area plans and reimbursement requests, states to review and approve/deny plans and reimbursement requests while</p> <ul style="list-style-type: none"> • Automatically populating data wherever possible • Limiting data entry errors • Enforcing business policy and regulations • Maintaining a clear separation of duties and audit trails 				



Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
	Resulting in <ul style="list-style-type: none"> • Rapid review cycles • Timely, accurate payments • Reduced churn Improved data for reporting and trend/business analysis				
OPR-2	Describe how the system supports local service creation. Describe how the AAA creates and submits a new service for the SUA to review and approve. Bidder's Response: The Administrator module of the software allows for the creation of programs and services as needed. Access Role Security allows for the limitation of these functions to the appropriate user base.	X	X		
OPR-3	Describe how the system supports AAA Care Management Re-Certification. Describe how AAAs could upload and/or add data to a template. The SUA could review, provide remarks, return to AAA, or approve Care Management Re-Certifications. Guidance on FY 2019 Recertification can be found here: http://dhhs.ne.gov/medicaid/Aging/Documents/SUA-18-PI-04%20Care%20Management%20Recertification%20FY%2019.pdf Bidder's Response: AAAs could upload documents to <i>WellSky Aging and Disability</i> using the File Attachments feature to initiate the recertification process, where they could be reviewed by the SUA and then returned to the AAA with review and/or approval upon completion.	X	X		
OPR-4	Describe how the system supports the Direct Service Waiver application process. Describe how the AAAs upload and/or add data to a template. Describe how the SUA could review, provide remarks, return to AAA, or approve Direct Service Waivers. The Direct Services Waiver forms and process are located online at: http://dhhs.ne.gov/medicaid/Aging/Documents/Direct%20Service%20Waivers%20Forms%20+%20Procedure.doc Bidder's Response: AAAs could upload documents to <i>WellSky Aging and Disability</i> using the File Attachments feature to initiate the Direct Services Waiver Application process, where they could be reviewed by the SUA and then returned to the AAA with review and/or approval upon completion.	X	X		
OPR-5	Describe the system's document library capabilities such as report and letter templates.	X	X		

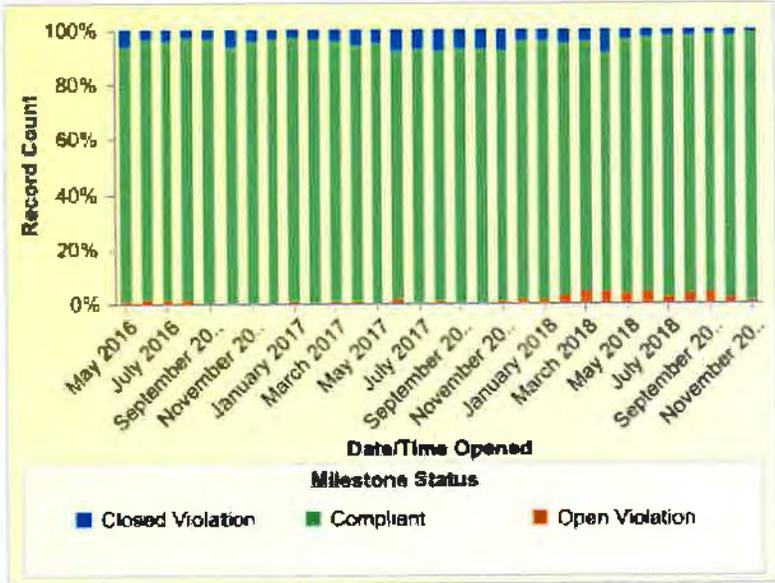


Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
	Bidder's Response: <i>WellSky Aging and Disability Reports</i> allows users to maintain a library of reports that they have customized for their business needs. In addition, The Word Merge functionality in <i>WellSky Aging and Disability</i> allows users to create and maintain customized letter templates.				
OPR-6	Describe how the system supports SUA monitoring questions, and allows AAA program staff to record responses. Current monitoring tools are located at: http://dhhs.ne.gov/medicaid/Aging/Pages/Monitoring-Tools.aspx	X	X		
	Bidder's Response: The Word Merge functionality in <i>WellSky Aging and Disability</i> allows users to create and maintain customized letter templates. These templates can be configured to contain SUA monitoring questions.				
OPR-7	Describe how the system supports creating, editing, and storing SUA monitoring letters to AAAs. A draft monitoring letter is located online at: http://dhhs.ne.gov/medicaid/Aging/Documents/FY18%20Monitoring%20Letter%20DRAFT.doc	X	X		
	Bidder's Response: The Word Merge functionality in <i>WellSky Aging and Disability</i> allows users to create and maintain customized letter templates, including SUA monitoring letters.				



j. Testing / Training

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
TET-1	Describe any user groups of existing clients, conferences, and webinars. Include their frequency.	X	X		
	Bidder's Response: WellSky has two annual customer meetings – The WellSky Care Forum, which provides customers with product training and thought leaderships and The WellSky Human Services Boot Camp which provides <i>WellSky Aging and Disability</i> and <i>Advanced Reporting</i> training to customers. Webinars are held on an as-needed basis, typically at the time of new releases or when a new feature set is being introduced.				
TET-2	Describe Bidder help desk services available to the state, area agencies on aging, and other providers at no additional cost to the State. Include hours of operation, location of the call center, response time statistics, how calls are answered, triaged, and any functional limitations.				
	Bidder's Response: <ul style="list-style-type: none"> • WellSky's application support team help desk is provided in the cost of its annual renewal licenses. • WellSky Help Desk Hours of Operation : 7 AM CST – 8 PM CST • WellSky's operates multiple offices to accommodate our customers. Most support calls will be directed to our Williston, Vermont Office. <ul style="list-style-type: none"> - Response Time Statics around our Support License Agreement (SLA) and support cases. WellSky averages an 95% SLA compliance rate and a high customer satisfaction rate. 				

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
	<p data-bbox="327 277 594 310">SLA - Trend (Aging)</p>  <p data-bbox="327 930 781 959">*SLA Guides available in Appendix F</p> <ul data-bbox="369 992 1934 1091" style="list-style-type: none"> • Monthly Support Case Survey Response Rating. We are committed to offering a strong world class support system. Each closure of a case, provides an opportunity for feedback to our support team. We are proud of our high eight and nine survey response ratings from customers. 				

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
	 <ul style="list-style-type: none"> • Support Cases can be submitted by Web, Phone or Email. Please see our response in Section 3.b for an overview of our world class support. • WellSky offers a three-tier support model to triage cases. Please see our process in Section 3.b for further details • WellSky is not currently aware of any functional limitations of our support help desk 				



k. Data / Data Warehouse

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
DAT-1	<p>The State must retain all rights to data. At the end of contract, the Bidder must provide all data in a format specified by the state, for use in another software system. Provide in draft project plan.</p> <p>Bidder's Response: At the end of a contract, as part of this SaaS model, customers retain rights to their data, but retain no rights to continue use of solutions following termination of the underlying Agreements. As such, WellSky has a process for transition of customer data as part of a termination process, as applicable. Unless otherwise specified in the applicable SOW, Order Form, or other contractual document, all work product developed, conceived, introduced, and/or delivered by WellSky in the course of performing services are owned by WellSky.</p> <p>No later than six months prior to the termination of the contract, WellSky will provide a Transition Plan to assist the Department in preparing for a transition to a new vendor solution per the process defined below.</p> <p>When a customer decides to discontinue their service with WellSky, the customer is entitled to be provided with their data. In summary, WellSky prepare a set of files containing the Department data using a standard process and make these files available to the Department for secure download.</p> <p>The data includes</p> <ul style="list-style-type: none"> • All the Department data from all modules of <i>WellSky</i> and Documents attachments databases; and • <i>WellSky Advanced Reporting</i> database. <p>All of the above files including the data dictionary are compressed, and encrypted (AES 256), and password protected using 7-ZIP and placed in a single 7-ZIP archive. This file is made available for download on the WellSky SFTP site using an SFTP account created for a singled designated point of contact. WellSky reserves the right to change the formats as we update our technology platforms and would advise DHHS of any such format changes as necessary.</p>	X	X		
DAT-2	<p>Bidder must be able to convert current Nebraska Aging Management Information System (NAMIS) client demographic data into proposed system. See Appendix A-1.</p> <p>Bidder's Response: WellSky can convert current NAMIS client data. WellSky has outlined the proposed process for conversion in Section 3.b as well as in response to Item DBM-5 in Attachment D. This content is not repeated here for brevity.</p>	X	X		



Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
DAT-3	Bidder must be able to convert current Aging and Disability Resource Center client demographic data into the proposed system. See Appendix A-2	X	X		
	Bidder's Response: WellSky can convert current ADRC client data. WellSky has outlined the proposed process for conversion in Section 3.b as well as in response to Item DBM-5 in Attachment D. This content is not repeated here for brevity.				
DAT-4	Describe how the system could interface with State data warehouse/s. Describe the frequency of data refreshes. Describe the options for the download, such as Bidder software, or an import /conversion to an existing state data warehouse. Include information on master data, which refers to data elements that should be shared across the systems, data elements such as Social Security Number, address and last name.	X	X		
	Bidder's Response: Customers who wish to access some or all of their data for external reporting solutions have multiple options. WellSky offers an API for customers who desire programmatic access to their data. WellSky also offers end user reporting capabilities where the output can be tailored as needed for easier consumption into other reporting solutions. Finally, WellSky offers interval-based data backup and delivery solutions for customers who desire all data to be available as their own reporting needs frequently change.				
DAT-5	Describe how the system can interface with Mediware's SAMS product being used by two AAAs.	X	X		
	Bidder's Response: The state system can interface with the AAA instances via the <i>WellSky Aging and Disability Import/Export</i> tool, which can be scheduled to run automatically at intervals selected by the customer. Another solution would be use the <i>WellSky Aging and Disability API</i> for this purpose, which would provide updates to the state database in real time. A third option, if the SUA and AAAs were agreeable, would be to deploy a statewide <i>WellSky Aging and Disability</i> database that includes the two AAAs. Regardless of the option selected, WellSky can guarantee the accurate transfer of data as this would be transfer from a WellSky database to another WellSky database. Other vendors may be required to transform data in order to meet their differing data structures which would add additional cycles of validation to NE DHHS. As a single vendor would be responsible for the export and import of the data, selecting WellSky would reduce the planning, preparation and validation efforts of NE DHHS to ensure this data transfer is seamless and accurate.				



DAT-6	Describe the system's data edits and validation processes; including soft (warning, but accepted upon user approval); and hard (correction required to record). Describe available customizations.	X	X		
<p>Bidder's Response: <i>WellSky Aging and Disability</i> contains will display hard or soft warnings, depending upon the data being entered. For example, if a required field is missing when creating a Consumer Record, the user will not be able to save the record until the required field has been filled. In other circumstances, the user will be given the option to continue after a warning has been displayed. An example of this is when a user is warned that they may be creating a duplicate consumer record. The user can either cancel the operation or continue. For the most part, warning messages are hard coded within the system. There are some exceptions, such as messages that users see as the result of triggering a workflow or customizable disclaimers that users may see upon log in.</p>					
DAT-7	The system would allow the State to manage data entry time limits. For example, entry changes after 30 days should require State personnel approval. Describe the workflow creation process to address this need.	X	X		
<p>Bidder's Response: <i>WellSky Aging and Disability Service Locks</i> allow administrators to set time limits on the ability to make changes to Service records. Time limits can be based on either a static or rolling date and can be filtered by either service or user attributes.</p>					



I. Security

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	c 3rd Party
SCT-1	The system must be able to accommodate different user roles depending on job.	X	X		
	Bidder's Response: <i>WellSky Aging and Disability Access Roles</i> allows administrators to customize user roles to only the functions necessary based on their job requirements. This also ensures users have the cleanest and easiest to navigate user interface as possible based on their job requirements.				
SCT-2	Describe how the system is able to securely store, edit, and save client assessments offline (case managers will not always have access to the internet during assessments).	X	X		
	Bidder's Response: <i>WellSky's Mobile Assessments</i> solution allows users to securely conduct assessments while in the field, either in online or offline mode. If an assessment is conducted while in offline mode, the user will have the ability to upload the data to the <i>WellSky Aging and Disability</i> database as soon as an internet connection is available. <i>Mobile Assessments</i> requires user authentication in both online and offline modes ensuring only appropriate users have access to the assessment data recorded.				
SCT-3	Describe online / offline upload / download capabilities, include what portable devices are available for the synchronization process.	X	X		
	Bidder's Response: <i>WellSky's Mobile Assessments</i> and <i>ServiceScan</i> solutions allow users to securely upload to and download from the <i>WellSky Aging and Disability</i> database when an internet connection is available. Both solutions can collect data while in offline mode. Android and iOS smart phones and tablets are supported by solutions.				



3.e DRAFT PROJECT WORK PLAN

WellSky is pleased to provide a draft project plan reflecting the planned scope of work on the pages following. Page numbering is non-sequential.

NE - SAMS Project Plan 20181120.1

ID	Task Name	Duration	Start	Finish	Resource Names
1	NE Dept. of Admin Services	175 days	Fri 3/1/19	Thu 10/31/19	
2	Contract Start Date	1 day	Fri 3/1/19	Fri 3/1/19	
3	Project Planning Phase	12 days	Fri 3/1/19	Mon 3/18/19	
4	Finalize Project Plan	11 days	Fri 3/1/19	Fri 3/15/19	WellSky PM
5	Project Documents	11 days	Fri 3/1/19	Fri 3/15/19	WellSky PM
6	Develop Issue Management & Resolution Plan	11 days	Fri 3/1/19	Fri 3/15/19	WellSky PM
7	Develop Organizational Change Plan	11 days	Fri 3/1/19	Fri 3/15/19	WellSky PM
8	Develop Communication Plan	11 days	Fri 3/1/19	Fri 3/15/19	WellSky PM
9	Work Management Plan	11 days	Fri 3/1/19	Fri 3/15/19	WellSky PM
10	Change Control Documents	11 days	Fri 3/1/19	Fri 3/15/19	WellSky PM
11	Develop Risk Management & Resolution Plan	11 days	Fri 3/1/19	Fri 3/15/19	WellSky PM
12	Develop Meeting Agenda/Notes Template	11 days	Fri 3/1/19	Fri 3/15/19	WellSky PM
13	Develop Customer Deliverable Sign off Template	11 days	Fri 3/1/19	Fri 3/15/19	WellSky PM
14	Setup Sharepoint Site	11 days	Fri 3/1/19	Fri 3/15/19	WellSky PM, WellSky IT
15	Security Plan	11 days	Fri 3/1/19	Fri 3/15/19	WellSky IT
16	Business Continuity Plan/Disaster Recovery Plan	11 days	Fri 3/1/19	Fri 3/15/19	WellSky IT
17	Conduct Project Kick off Meeting	1 day	Mon 3/18/19	Mon 3/18/19	WellSky IC, WellSky PM, NE IC, NE PM, WellSky SA
18	Requirement Analysis Phase	5 days	Mon 3/25/19	Fri 3/29/19	
19	Review Well Aging and Disability Software	1 day	Mon 3/25/19	Mon 3/25/19	NE IC, NE PM, WellSky IC, WellSky PM
20	Document requirements	5 days	Mon 3/25/19	Fri 3/29/19	WellSky IC
21	Configuration Documentation & Mapping	10 days	Mon 3/25/19	Fri 4/5/19	
22	Discovery meetings - Review Clients current process	5 days	Mon 3/25/19	Fri 3/29/19	WellSky PM, NE IC, NE PM, WellSky IC
23	Demo WellSky Aging and Disability	2 days	Thu 3/28/19	Fri 3/29/19	WellSky IC
24	Create Sandbox/Pilot Site	10 days	Mon 3/25/19	Fri 4/5/19	WellSky IC, WellSky IT
25	Create Configuration/Fit-Gap Workbooks	2 days	Mon 3/25/19	Tue 3/26/19	WellSky IC
26	Design	92 days	Thu 3/28/19	Fri 8/2/19	
27	Document System details with Configuration Workbook	3 days	Thu 3/28/19	Mon 4/1/19	WellSky PM, WellSky IC, NE IC, NE PM
28	Discuss Testing Plan	3 days	Thu 3/28/19	Mon 4/1/19	WellSky IC, WellSky PM, NE IC, NE PM
29	Implement Changes				
30	Sprint 1	20 days	Mon 4/1/19	Fri 4/26/19	
31	Requirements Definition & Documentation	20 days	Mon 4/1/19	Fri 4/26/19	WellSky IC, WellSky PM, NE IC, NE PM
32	Configuration	20 days	Mon 4/1/19	Fri 4/26/19	WellSky IC, WellSky PM, NE IC, NE PM
33	Testing	20 days	Mon 4/1/19	Fri 4/26/19	WellSky IC, WellSky PM, NE IC, NE PM
34	Demonstration	20 days	Mon 4/1/19	Fri 4/26/19	WellSky IC, WellSky PM, NE IC, NE PM
35	Validation & Feedback	20 days	Mon 4/1/19	Fri 4/26/19	NE IC, NE PM
36	Sprint 2	20 days	Mon 4/29/19	Fri 5/24/19	
37	Requirements Definition & Documentation	20 days	Mon 4/29/19	Fri 5/24/19	WellSky IC, WellSky PM, NE IC, NE PM
38	Configuration	20 days	Mon 4/29/19	Fri 5/24/19	WellSky IC, WellSky PM, NE IC, NE PM
39	Testing	20 days	Mon 4/29/19	Fri 5/24/19	WellSky IC, WellSky PM, NE IC, NE PM
40	Demonstration	20 days	Mon 4/29/19	Fri 5/24/19	WellSky IC, WellSky PM, NE IC, NE PM
41	Validation & Feedback	20 days	Mon 4/29/19	Fri 5/24/19	NE IC, NE PM
42	Sprint 3	25 days	Mon 5/27/19	Fri 6/28/19	
43	Requirements Definition & Documentation	25 days	Mon 5/27/19	Fri 6/28/19	WellSky IC, WellSky PM, NE IC, NE PM
44	Configuration	25 days	Mon 5/27/19	Fri 6/28/19	WellSky IC, WellSky PM, NE IC, NE PM
45	Testing	25 days	Mon 5/27/19	Fri 6/28/19	WellSky IC, WellSky PM, NE IC, NE PM
46	Demonstration	25 days	Mon 5/27/19	Fri 6/28/19	WellSky IC, WellSky PM, NE IC, NE PM
47	Validation & Feedback	25 days	Mon 5/27/19	Fri 6/28/19	NE IC, NE PM
48	Sprint 4	25 days	Mon 7/1/19	Fri 8/2/19	
49	Requirements Definition & Documentation	25 days	Mon 7/1/19	Fri 8/2/19	WellSky IC, WellSky PM, NE IC, NE PM
50	Configuration	25 days	Mon 7/1/19	Fri 8/2/19	WellSky IC, WellSky PM, NE IC, NE PM
51	Testing	25 days	Mon 7/1/19	Fri 8/2/19	WellSky IC, WellSky PM, NE IC, NE PM
52	Demonstration	25 days	Mon 7/1/19	Fri 8/2/19	WellSky IC, WellSky PM, NE IC, NE PM
53	Validation & Feedback	25 days	Mon 7/1/19	Fri 8/2/19	NE IC, NE PM
54	Development, Interfaces and Integration	51 days	Mon 5/20/19	Mon 7/29/19	
55	Requirement and Technical Specification Gathering	15 days	Mon 5/20/19	Fri 6/7/19	WellSky TA
56	Development of Interface	20 days	Mon 6/10/19	Fri 7/5/19	WellSky TA
57	Integration Testing/Fixing defects	16 days	Mon 7/8/19	Mon 7/29/19	WellSky TA, NE IC, NE PM
58	Sign Off	1 day	Mon 7/29/19	Mon 7/29/19	NE PM
59	Data Conversion from 2 Sources	29 days	Tue 8/20/19	Fri 9/27/19	
60	Mapping Sessions	2 days	Tue 8/20/19	Wed 8/21/19	NE IC, NE PM, WellSky PM, WellSky TA
61	Data Collection Spreadsheet Creation	3 days	Thu 8/22/19	Mon 8/26/19	NE IC, NE PM, WellSky PM, WellSky TA
62	Test Data Submission and Cleansing	5 days	Mon 8/26/19	Fri 8/30/19	NE IC, NE PM, WellSky PM, WellSky TA
63	Import of Test Data	5 days	Fri 8/30/19	Thu 9/5/19	WellSky TA
64	Validation and QA of Test Data in Aging for Disabilities Testing Environment	3 days	Thu 9/5/19	Mon 9/9/19	NE IC, NE PM, WellSky PM, WellSky TA
65	Production Data Submission and Cleansing	5 days	Mon 9/9/19	Fri 9/13/19	NE IC, NE PM, WellSky PM, WellSky TA
66	Import of Production Data	5 days	Mon 9/16/19	Fri 9/20/19	WellSky TA
67	Validation and QA of Production Data in Aging and Disabilities Production Environment	4 days	Mon 9/23/19	Thu 9/26/19	WellSky TA, NE IC, NE PM, WellSky PM
68	Sign off	1 day	Fri 9/27/19	Fri 9/27/19	NE PM
69	Testing/Validation	31 days	Mon 8/12/19	Mon 9/23/19	
70	User Acceptance Testing	15 days	Mon 8/12/19	Fri 8/30/19	NE IC, NE PM, WellSky IC, WellSky PM

NE - SAMS Project Plan 20181120.1

ID	Task Name	Duration	Start	Finish	Resource Names
71	Approve Sandbox configurallon	1 day	Mon 9/2/19	Mon 9/2/19	WellSky IC, WellSky PM, NE IC, NE PM
72	Receive and file Configuration Sign Off form	15 days	Tue 9/3/19	Mon 9/23/19	WellSky PM
73	Training	40 days	Mon 8/5/19	Fri 9/27/19	
74	SAMS Admin Orientation Session	2 days	Wed 8/7/19	Thu 8/8/19	WellSky PM, NE IC, NE PM, WellSky IC
75	Develop Training Plan	20 days	Mon 8/5/19	Fri 8/30/19	WellSky PM, WellSky IC, NE IC, NE PM
76	Confirm Training Site readiness	5 days	Mon 9/2/19	Fri 9/6/19	NE IC, NE PM
77	Provide Standard Training Materials	5 days	Mon 9/2/19	Fri 9/6/19	WellSky IC
78	Training Manuals	5 days	Mon 9/2/19	Fri 9/6/19	WellSky IC
79	On Demand Training	5 days	Mon 9/2/19	Fri 9/6/19	WellSky IC
80	Conduct Train the Trainer	5 days	Mon 9/9/19	Fri 9/13/19	WellSky IC, WellSky PM, NE IC, NE PM
81	Conduct end-user training	10 days	Mon 9/16/19	Fri 9/27/19	NE IC, NE PM
82	Final Preparation, Deployment & Go Live	11 days	Mon 9/16/19	Mon 9/30/19	
83	System Implementation Plan	9 days	Mon 9/16/19	Thu 9/26/19	NE IC, NE PM, WellSky IC, WellSky IT, WellSky PM
84	Problem Resolution Plan	9 days	Mon 9/16/19	Thu 9/26/19	NE IC, NE PM, WellSky IC, WellSky IT, WellSky PM
85	Go live Readiness sign off	1 day	Fri 9/27/19	Fri 9/27/19	WellSky PM, NE PM
86	Go Live	1 day	Mon 9/30/19	Mon 9/30/19	WellSky IC, WellSky PM, NE IC, NE PM, WellSky IT,
87	Post Live Support	23 days	Tue 10/1/19	Thu 10/31/19	WellSky IC, WellSky PM
88	Transition to WellSky Customer Support	1 day	Thu 10/31/19	Thu 10/31/19	NE PM, WellSky PM
89	HAR Implementation Phase	10 days	Mon 10/14/19	Fri 10/25/19	NE IC, NE PM, WellSky IC, WellSky PM



3.f DELIVERABLES AND DUE DATES

The awarded contractor's system shall deliver the following documents and activities that meet with DHHS approval. The Bidder shall submit a Deliverable Schedule detailing the number of weeks each deliverable will require from beginning to completion and the payment percentage of the total project cost of each deliverable, not including on-going O&M annual fees or licensing fees. Under no circumstances shall the sum percentage of deliverables prior to completion of implementation exceed 35%. The deliverables prior to Implementation are Project Planning, Requirements Analysis, Design, Development, Interfaces and Integration, Data Conversion, Testing, and Training.

1. Project Planning
 - a. Detailed Project Work Plan
 - b. Testing Methodology
 - c. Risk Management, Issue Management, and Organizational Change control, Work Management, Change Control procedures
 - d. Status Reporting Plan
 - e. Project Status Meetings Protocol
 - f. Electronic Project Library
 - g. Security Plan
 - h. Business Continuity Plan/Disaster Recovery Plan
2. Requirements Analysis
 - a. Requirements Validation Documents
 - b. Fit/Gap Analysis
 - c. Pilot/Prototype
3. Design
 - a. Detailed System Design Documentation
 - b. Testing Plan
4. Development, Interfaces, and Integration
 - a. Software Development Plan
 - b. Development/Customization
 - c. Software Development Summary Report
 - d. Schedule of Interface Development Efforts
 - e. Interface Environment Setup
 - f. Interface Development and Testing
5. Data Conversion
 - a. Data Conversion Plan and Guide
 - b. Conversion Results Report
6. Testing
 - a. User Acceptance Plan and Testing
 - b. User Acceptance Testing Results
7. Training
 - a. Training Plan
 - b. Training Sessions
 - c. Video Sessions
 - d. Training Manuals
8. Implementation
 - a. Implementation Plan
 - b. Final Readiness Assessment
 - c. Documentation
 - d. Problem Resolution Plan
 - e. System Go-Live
9. Operations and Maintenance



WellSky will provide the deliverables identified above in Section 3.f of the RFP, working with DHHS to document each milestone in the Detailed Project plan.

Milestone	Payment Percentage of Total Project Cost (not including on-going O&M annual fees or licensing fees)	Due Date
Project Planning	10%	03/18/2019
Requirements Analysis	10%	03/29/2019
Design	3%	08/02/2019
Development, Interfaces and Integration	3%	07/29/2019
Data Conversion	3%	09/27/2019
Testing	3%	09/23/2019
Training	3%	09/27/2019
Implementation	65%	09/30/2019
Total	100%	



APPENDICES

APPENDIX A: LICENSE AGREEMENTS

WellSky is pleased to provide a copy of WellSky's standard Master License and Services Agreement on the pages following. Page numbering is non-sequential.

**WELLSKY CORPORATION
MASTER LICENSE AND SERVICES AGREEMENT**

This Master License and Services Agreement (the "Agreement") is entered into as of [REDACTED] (the "Effective Date"), by and between **WellSky Corporation and its Affiliates**, with offices at 11711 West 79th Street, Lenexa, Kansas 66214 ("**WellSky**"), and [REDACTED], a [REDACTED] corporation with offices at [REDACTED] ("**Customer**"). Each of WellSky and Customer may be referred to herein individually as a "Party" and together as the "Parties." The Parties agree as follows:

1. **DEFINITIONS.** Capitalized terms used herein or in any Order Form, but not defined, have the meaning set forth in Exhibit A.
2. **LICENSED SOFTWARE.**
 - 2.1. Licensed Software. WellSky grants to Customer (a) a non-exclusive, non-transferable, license to use the Licensed Software or (b) a limited term, non-exclusive, non-transferable, license to use the Licensed Software, subject to the terms of this Agreement and the applicable Order Form. Customer represents that it has authority to bind each Customer affiliate and Licensed User to the terms of this Agreement. Customer shall be responsible for all acts and omissions of all Customer affiliates and Licensed Users.
 - 2.2. Limitations. No right to use, copy, modify, create derivative works of, adapt, distribute, disclose, decompile or reverse engineer the Licensed Software is granted, except as expressly set forth in this Agreement. WellSky reserves title to the Licensed Software and all rights not expressly granted hereunder. Customer may make copies of Licensed Software as necessary for back-up, testing and archival purposes only. Customer may not use any component of the System to provide services to third parties as a service bureau or data processor.
 - 2.3. Scope of Use. The Licensed Software and Sublicensed Software are priced based on certain metrics (e.g. Sites, Deliverables and/or Licensed Users) as set forth in an Order Form. Customer may only expand its use of the Licensed Software or Sublicensed Software upon payment of additional license, support and service fees at WellSky's then-current rates. Any such fees for additional scope of use will be immediately due and payable.
3. **SERVICES.**
 - 3.1. Cloud Services. During the Cloud Services term set forth in an Order Form, WellSky shall provide Customer a non-exclusive, non-assignable, limited license to access and use the Cloud Services, solely for Customer's internal business operations and subject to the terms of this Agreement and Order Form.
 - 3.2. Support. WellSky shall provide the Support Services set forth in Exhibit B or in the applicable Order Form. For Cloud Services. Customer shall purchase any hardware and third-party software required to use the Licensed Software or Cloud Services. WellSky is not obligated to provide Support services for Licensed Software that is not the most current or next to most current release.
 - 3.3. Professional Services. Unless otherwise set forth in an Order Form, Professional Services shall be performed on a time and materials basis at WellSky standard rates.
 - 3.4. Customer Responsibilities. Customer shall approve access for all Licensed Users to the Cloud Services, and shall prevent unauthorized access and use of the Cloud Services. Customer shall not, and shall ensure that its Licensed Users do not: (i) sell, resell, lease, lend or otherwise make available the Cloud Services to a third party; (ii) modify, adapt, translate, or make derivative works of the Cloud Services; or (iii) sublicense or operate the Cloud Services for timesharing, outsourcing, or service bureau operations. For portal administration and user provisioning responsibilities, see the terms of Exhibit C.
 - 3.5. Suspension of Services. If (i) there is a threat to the security of WellSky's systems or the Services, or (ii) Customer's undisputed invoices are 60 days or more overdue, in addition to any other rights and remedies

(including termination), WellSky may suspend the Services without liability until all issues are resolved.

4. **SUBLICENSSED SOFTWARE AND HARDWARE.** Subject to the terms and conditions of this Agreement and any Order Form, WellSky shall grant the licenses to Sublicensed Software as set forth in an Order Form. Customer agrees to purchase any Hardware set forth in an Order Form.

5. **PROPRIETARY RIGHTS.**

5.1. Ownership. WellSky or its licensor retains all right, title, and interest, in the Licensed Software, Sublicensed Software, Test Scripts, Documentation, Services, and Work Product. WellSky shall grant to Customer a non-exclusive, non-transferable license to use Work Product only for Customer's own internal purposes in connection with the Licensed Software and Services.

5.2. Restricted Rights. The Licensed Software is commercial computer software programs developed exclusively at private expense. Use, duplication, and disclosure by civilian agencies of the U.S. Government shall be in accordance with FAR 52.227-19 (b). Use, duplication and disclosure by DOD agencies are subject solely to the terms of this Agreement, a standard software license agreement as stated in DFARS 227.7202.

6. **INSTALLATION OF DESIGNATED PLATFORM.** Customer shall install all components of the Designated Platform, and complete all necessary diagnostic tests to ensure such installation is complete and successful.

7. **PAYMENTS BY CUSTOMER.**

7.1. Payment. Customer shall pay all Fees for the Licensed Software, System Services and Hardware. All invoices shall be paid net 30 days following the date of the invoice. Invoices that are more than 10 days past due shall be subject to a finance charge at a rate of interest the lesser of 1.5% per month or maximum permissible legal rate.

7.2. Increase. All annual fees may be increased by WellSky once annually commencing one (1) year following the Effective Date of the

applicable Order Form at a rate not to exceed 5%. Maintenance and Cloud Services fees may further be increased upon prior written notice to Customer in the event WellSky's third-party supplier increases such fees.

7.3. Expenses. Customer shall reimburse WellSky for all reasonable Customer-related travel, lodging and out-of-pocket expenses.

7.4. Shipping Fees, Taxes. Customer shall pay all shipping charges, as well as any taxes, fees or costs imposed by any governmental body arising as a result of this Agreement. WellSky shall be responsible for taxes on its net income.

7.5. Delivery/Risk of Loss. All materials provided by WellSky to Customer hereunder are shipped FOB WellSky's carrier.

7.6. Audit. WellSky reserves the right to audit Customer's use of the System and Cloud Services, remotely or on site at a mutually agreeable time. If Customer's use is greater than contracted, Customer shall be invoiced for any unlicensed use (and related support), and the unpaid license and support fees shall be payable in accordance with this Agreement. If any increase in fees is required, Customer shall also pay the expenses associated with the audit.

8. **LIMITED WARRANTIES AND COVENANTS.**

8.1. Licensed Software Warranty. WellSky warrants that the Licensed Software shall, without material error, perform the functions set forth in the Documentation when operated on the Designated Platform in accordance with this Agreement and the Order Form during the Warranty Period.

8.2. Services Warranty. WellSky warrants that it shall perform the Services in a professional manner in accordance with the applicable Documentation.

8.3. Hardware/Sublicensed Software. Customer agrees that the manufacturers or licensors of Hardware and Sublicensed Software may provide certain warranties and other terms and conditions with respect to the Hardware and Sublicensed Software supplied to Customer under this Agreement. WellSky makes no

representations or warranties concerning the Hardware or Sublicensed Software.

8.4. Remedy. Customer's sole and exclusive remedy for any breach of the warranties set forth herein or in an Order Form shall be to notify WellSky of the applicable non-conformity, in which case WellSky shall use commercially reasonable efforts to correct such non-conformity by redelivering the Licensed Software or re-performing the Services. Notwithstanding the foregoing, WellSky shall not be responsible for any non-conformity, which arises as a result of (i) any act or omission of Customer, including a failure to use the System or Cloud Services in conformance with the Documentation or Applicable Law; (ii) any person (other than WellSky) making modifications to the Designated Platform in any way without WellSky's prior written consent; or (iii) any failure of any component of Hardware, Sublicensed Software, or any Customer-supplied software, equipment or other third-party materials.

8.5. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN OR IN AN ORDER FORM, WELLSKY DISCLAIMS, ALL WARRANTIES, BOTH EXPRESS AND IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY, AND ANY WARRANTY OF NON-INFRINGEMENT, OR ANY WARRANTIES ARISING FROM TRADE PRACTICE OR COURSE OF DEALING. WELLSKY DOES NOT WARRANT THAT THE SERVICES SHALL BE ERROR-FREE OR UNINTERRUPTED, OR THAT ALL DEFECTS SHALL BE CORRECTED, OR THAT THE LICENSED SOFTWARE OR SERVICES SHALL MEET CUSTOMER'S REQUIREMENTS.

8.6. Customer Warranty. Customer warrants that Customer (a) has the power and authority to enter into this Agreement and bind each Licensed User to the confidentiality and use restrictions set forth herein; and (b) shall use its best efforts to protect the security of the Licensed Software and Cloud Services.

9. **LIMITATION OF LIABILITY.** WELLSKY'S MAXIMUM LIABILITY FOR DAMAGES TO CUSTOMER FOR ANY CAUSE WHATSOEVER ARISING UNDER OR RELATED TO THIS AGREEMENT, IS LIMITED TO THE FEES PAID UNDER THE ORDER FORM FOR THE AFFECTED SOFTWARE OR SERVICES DURING THE 12 MONTHS PRECEDING THE EVENT GIVING RISE TO A CLAIM. NEITHER WELLSKY NOR ITS LICENSORS SHALL BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE DAMAGES, OR LOST PROFITS, BASED UPON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY A THIRD PARTY AGAINST CUSTOMER. WellSky shall not be deemed to be engaged, directly or indirectly, in the practice of medicine or the dispensing of medical services, nor shall it be responsible or liable for the use, application or interpretation of any information, results or product generated by or resulting from the Licensed Software or Services or arising from the Customer's use of the Licensed Software or Services.

10. **INDEMNIFICATION.**

10.1. WellSky Indemnity. WellSky shall defend, indemnify and hold Customer and its officers, directors, and employees, harmless from and against any third party claims, suits, liabilities, obligations, judgments, and causes of action ("Third Party Claims") and associated costs and expenses (including reasonable attorneys' fees) to the extent arising out of any claim that the Licensed Software or Cloud Services infringes any currently existing United States patent or copyright, or misappropriates any trade secret, of any third party. If Customer's use of the Licensed Software or Cloud Services is finally enjoined, WellSky shall, at its sole option and expense, and as Customer's sole and exclusive remedy, either: (a) secure for Customer the right to continue to use the Licensed Software or Cloud Services; (b) replace, modify or correct such Licensed Software or Cloud Services to avoid such infringement, or (c) terminate the Agreement

and refund to Customer a pro rata portion of the Licensed Software license fees amortized over a five (5) year straight line depreciated basis and any prepaid amounts for Cloud Services not yet performed. WellSky's indemnification obligations shall not apply if the Third Party Claim results from: (i) modifications of the Licensed Software or Cloud Services by Customer or third parties; (ii) use of the Licensed Software or Cloud Services with non-WellSky software or equipment; (iii) use of the Licensed Software or Cloud Services in violation of this Agreement, Applicable Law, or in conformance with the Documentation; or (iv) use of anything other than the most current release of the Licensed Software, if the infringement could be avoided by use of the current release.

10.2. **Customer Indemnity.** Customer shall defend, indemnify and hold WellSky and its officers, directors, and employees harmless from and against any Third-Party Claim and associated costs and expenses (including reasonable attorneys' fees) to the extent arising out of or resulting from Customer's use of the Licensed Software, Test Scripts and Cloud Services, or any claim by any party receiving services from Customer in connection with the Licensed Software or Cloud Services.

10.3 **Indemnification Procedures.** To be indemnified, the party seeking indemnification must: (i) give the other party timely written notice of such Third-Party Claim (unless the other party already has notice); provided, however, that failure to give such notice will not waive any rights of the indemnified party except to the extent that the rights of the indemnifying party are prejudiced thereby; (ii) give the indemnifying party authority, information and assistance for the Third-Party Claim's defense and settlement. The indemnifying party has the right, at its option, to defend the Third-Party Claim at its own expense and with its own counsel. The indemnified party has the right, at its option, to join in the defense and settlement of such Third-Party Claim and to employ counsel at its own expense, but the indemnifying party shall retain control of the defense. The indemnifying party has the right to settle the claim so long as the settlement does not require the indemnified party to pay any money or admit any fault without the

indemnified party's prior written consent, which will not be unreasonably withheld, conditioned or delayed.

11 **TERM AND TERMINATION OF LICENSE AND AGREEMENT.**

11.1 **Term.** If applicable, the term of the license to the Licensed Software and Cloud Services is set forth in an Order Form. This Agreement shall terminate when the license to all Licensed Software licensed under this Agreement terminates, all Services expire or are terminated, or sooner as provided in Section 11.

11.2 **Termination.** This Agreement remains in effect until all Licensed Software and Services expire or are terminated in accordance with this Agreement. Either Party may terminate this Agreement and the licenses granted herein if: (i) the other Party materially breaches this Agreement and fails to cure such breach within 60 days after receipt of written notice of the same, except in the case of failure to pay fees when due, which must be cured within 10 days after receipt of written notice from WellSky; or (ii) the other Party becomes the subject of a voluntary proceeding relating to insolvency, receivership, liquidation, bankruptcy or composition for the benefit of creditors and such petition or proceeding is not dismissed within 60 days of filing. Failure to use the Licensed Software and Updates thereto in accordance with Applicable Law is a material breach of this Agreement.

11.3 **Effect of Termination.** Upon termination of this Agreement, Customer shall immediately cease all use of the Licensed Software, Sublicensed Software and Cloud Services, the licenses granted and all other rights of Customer under this Agreement shall terminate and revert to WellSky. Customer shall, within 10 days following such termination, return or destroy to WellSky all magnetic media or tangible items and material containing the Licensed Software and its Documentation, all WellSky Confidential Information and certify such return or destruction in writing to WellSky.

11.4 **Survival.** The following sections shall survive termination or expiration of this Agreement: Articles 9, 10, 11, 12 and 14;

Sections 8.4 through 8.6, as well as any obligation to pay fees arising prior to termination or expiration. In addition, restrictions on use of the Licensed Software and related obligations regarding use in conformance with laws and applicable accreditation standards shall survive as long as the license survives.

12 **CONFIDENTIAL INFORMATION.** Each Party shall (i) secure and protect the Confidential Information using the same degree or greater level of care that it uses to protect such Party's own confidential information, but no less than a reasonable degree of care; (ii) use the Confidential Information of the other Party solely to perform its obligations or exercise its rights under this Agreement; (iii) require their respective employees, agents, attorneys, and independent contractors who have a need to access such Confidential Information to be bound by confidentiality obligations sufficient to protect the Confidential Information; and (iv) not transfer, display, convey or otherwise disclose or make available all or any part of such Confidential Information to any third party. Either party may disclose the other party's Confidential Information to the extent required by Applicable Law or regulation, including without limitation any applicable Freedom of Information or sunshine law, or by order of a court or other governmental entity, in which case the disclosing party shall notify the other party as soon as practical prior to such disclosure and an opportunity to respond or object to the disclosure.

13 **REGULATORY COMPLIANCE.**

13.1 General. WellSky shall make available to the Secretary of Health & Human Services or Comptroller General of the United States its books, documents, and records necessary to verify the nature and extent of the costs of those Services. Said access shall be limited to a period of four (4) years after the provision of the applicable services hereunder.

13.2 HIPAA. The parties agree to the terms of the Business Associate Exhibit that is attached hereto as Exhibit D.

14 **GENERAL PROVISIONS.**

14.1 Force Majeure. Neither Party shall be liable for any loss, damages or penalty (other than the obligation to pay money) resulting from any failure to perform due to causes beyond the reasonable control of such Party, including, but not limited to: supplier delay, acts of God, labor disputes, terrorism, war, unavailability of components, acts of governmental authorities or judicial action, or material interruption in telecommunications or utility service. The delayed party shall perform its obligations within a reasonable time after the cause for the failure has been remedied, and the other party shall accept the delayed performance.

14.2 Data Use. Notwithstanding any other terms to the contrary in a prior or contemporaneous agreement, Customer grants WellSky permission to use data from Customer to help WellSky to provide the Licensed Software and/or Services to Customer and to enhance the Licensed Software and/or Services it provides. Customer grants WellSky permission to combine Customer's data, and more specifically, a Limited Data Set as defined in 45 CFR § 164.514(e)(1), if any, with other data in a way that does not identify (a) Customer or (b) any individual. Customer also grants WellSky permission to use this combined Limited Data Set information to create new predictive algorithms and other similar products and services.

14.3 Injunctive Relief. Customer acknowledges that any breach by Customer of Article 2 or 12 of this Agreement shall cause WellSky irreparable harm not compensable with money damages, and that in the event of such breach, WellSky shall be entitled to seek injunctive relief, without bond, from any court of competent jurisdiction.

14.4 Assignment. Neither Party shall assign its rights, duties or obligations under this Agreement without the prior written consent of the other Party and such consent shall not be unreasonably withheld. Notwithstanding the foregoing, WellSky may assign this Agreement to an affiliate or in connection with any merger, reorganization or sale of substantially all of WellSky's assets or other change of control transaction without any consent from Customer.

- 14.5 Relationship of the Parties. WellSky is an independent contractor, and none of WellSky's employees or agents shall be deemed employees or agents of Customer. Nothing in this Agreement is intended or shall be construed to create or establish any agency, partnership or joint venture relationship between the Parties.
- 14.6 Export. Customer agrees to comply with all export and re-export restrictions and regulations of the Department of Commerce or other United States agency or authority, and not to transfer, or authorize the transfer of, the Licensed Software or the Sublicensed Software to a prohibited country or otherwise in violation of any such restrictions or regulations.
- 14.7 Notices. All notices, requests, demands or other communication required or permitted to be given by one Party to the other under this Agreement shall be sufficient if sent by certified mail, return receipt requested. The sender shall address all notices, requests, demands or other communication to the recipient's address as set forth on the first page of this Agreement, and in the case of WellSky, to the attention of Senior Vice President and General Counsel and in the case of Customer, to the attention of [REDACTED].
- 14.8 Severability. If any provision of this Agreement or any Order Form adopted in connection herewith is held invalid or otherwise unenforceable, the enforceability of the remaining provisions shall not be impaired thereby and the illegal provision shall be replaced with a legal provision that encapsulates the original intent of the Parties.
- 14.9 Entire Agreement; Amendment; Waiver. This Agreement constitutes the entire agreement between the Parties and supersedes any prior or contemporaneous agreement or understandings with respect to the subject matter of this Agreement. In the event of a conflict between this Agreement and an Order Form, the Agreement shall control. This Agreement shall be construed as if both Parties had equal say in its drafting, and thus shall not be construed against the drafter. This Agreement may be modified only by a written agreement signed by all of the Parties hereto. No waiver or consent granted for one

matter or incident will be a waiver or consent for any different or subsequent matter or incident. Waivers and consents must be in writing and signed by an officer of the other Party to be effective.

- 14.10 Limitation on Actions. Neither party may bring any action arising out of or otherwise associated with this Agreement or the rights granted hereunder (other than failures to pay) more than two years after the cause of action accrues.
- 14.11 Discounts. Customer is reminded that if the purchase includes a discount or loan, Customer may be required to fully and accurately report such discount or loan on cost reports or other applicable claims for payment submitted under any federal health care program, including but not limited to Medicare and Medicaid, as required by federal law – see 42 CFR 1001.952 (h).
- 14.12 Purchase Orders; Acceptance of Quotes. If Customer submits its own terms in Customer's acceptance of a price quotation or in a purchase order, which add to, vary from, or conflict with the terms herein, any such terms are of no force and effect and are superseded by this Agreement.
- 14.13 Governing Law. This Agreement will be governed by, construed and interpreted in accordance with the laws of the State of Kansas, excluding its rules of conflicts of law. Both parties hereby consent and submit to the courts located solely in the state of Kansas.
- 14.14 Informal Dispute Resolution.
- 14.14.1 The Parties agree that the performance of this Agreement shall be enhanced by the timely resolution of any dispute between them. Therefore, each Party agrees to cause any dispute or disagreement between them, whether with respect to the interpretation of this Agreement or with respect to the performance of either Party under this Agreement, to be considered, negotiated in good faith, and resolved as soon as possible in accordance with the following dispute resolution process. The dispute resolution process will require that each of the following steps be completed within a reasonable time.

14.14.2 Each Party will appoint a representative who will be made available for conference calls and meetings with the other Party's representative for this dispute resolution process. Each Party shall refrain from exercising its rights of termination for a reasonable time and shall continue to perform its obligations under this Agreement in order to allow the parties to settle the dispute or disagreement, provided that, if the dispute concerns a material breach, the Party alleged to be in breach has promptly commenced cure and pursues the cure in good faith. The Parties agree not to commence any action respective to their rights at law for resolution of the dispute, except for application to a court for equitable relief under Section 14.3 herein, until the dispute resolution process has been elevated to the vice president (or the organizational equivalent) level and either of the vice presidents concludes, after endeavoring in good faith to resolve the dispute, that resolution through continued negotiation is not likely.

14.14.3 Neither Party shall be compensated for any time or expense related to the dispute resolution process. Neither Party may disclose the existence or results of the dispute resolution process hereunder without prior written consent signed by chief counsel of each Party. This prohibition shall not apply to disclosures to counsel, made in documents filed with a court, or required by law.

14.15 Non-Solicitation. During the term of this Agreement and for a period of one (1) year thereafter, Customer agrees not to hire, directly or indirectly, any employee or former employee of WellSky, without obtaining WellSky's prior written consent.

14.16 Provider Access. In the event Customer requests that Customer-authorized providers purchase user licenses directly from WellSky for access to the Licensed Software or Cloud Services obtained by Customer under this Agreement, the terms of Exhibit E (Provider Access) shall apply.

14.17 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, and such counterparts together shall constitute one and the same instrument. Execution may be effected by delivery of email or facsimile of signature pages, which shall be deemed originals in all respects.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

_____ :

WELLSKY:

(SIGNATURE)

(SIGNATURE)

(PRINT NAME)

Stephen Greenberg

(TITLE)

SVP Human and Social Services

(DATE)

(DATE)

EXHIBIT A

- a. **"Affiliates"** means, with respect to WellSky, any other entity directly or indirectly, through one or more intermediaries, Controlling, Controlled by, or under common Control with such entity.
- b. **"Applicable Law"** means any law or regulation, or related administrative agency requirement affecting or governing the features, functionality, use, testing or Validation of any of the Licensed Software, including validation requirements affecting Regulated Licensed Software.
- c. **"Cloud Services"** means, collectively, the WellSky software as a service offering listed in an Order Form and defined in the Documentation. The term "Cloud Services" does not include Professional Services.
- d. **"Concurrent User"** means each Customer workstation able to simultaneously access the System at any given moment, for purposes of updating the System.
- e. **"Confidential Information"** means (i) the source and object code of all components of the System, (ii) the Documentation, (iii) the Test Scripts, (iv) the design and architecture of the database, (v) the terms and conditions of this Agreement, and (vi) all other information of a confidential or proprietary nature disclosed by one Party to the other Party in connection with this Agreement which is either (x) disclosed in writing and clearly marked as confidential at the time of disclosure or (y) disclosed orally and clearly designated as confidential in a written communication to the receiving Party within 7 days following the disclosure. "Confidential Information" shall not include information (a) publicly available through no breach of this Agreement, (b) independently developed or previously known to it, without restriction, prior to disclosure by the disclosing Party, (c) rightfully acquired from a third party not under an obligation of confidentiality.
- f. **"Control"** over an Affiliate means (a) ownership of at least fifty percent (50%) of such Affiliate, or (b) the right to determine management direction of such Affiliate.
- g. **"Designated Platform"** means the required operating environment for the Licensed Software, including all necessary hardware and software components, specified in an applicable Order Form or Documentation.
- h. **"Documentation"** means the most recent documentation of the functional operation of the Licensed Software and Cloud Services; provided that if the Licensed Software is a product that is cleared by the FDA, Documentation means the documentation provided to the FDA in connection with the FDA Clearance.
- i. **"FDA Clearance"** means the 510(k) clearance received by WellSky from the Food and Drug Administration that authorizes the commercialization of the Regulated Licensed Software and sets forth the specific parameters of use for the Regulated Licensed Software on the Designated Platform.
- j. **"First Productive Use"** means the day Customer begins using any part of the System or Cloud Services in a live production environment.
- k. **"Hardware"** means any computer hardware (including, as applicable, embedded or bundled third-party software provided as a component of such hardware) identified in an Order Form to be purchased by Customer from WellSky.
- l. **"Licensed User"** means a permitted user of Licensed Software, Sublicensed Software and Cloud Services as described in the applicable Order Form.
- m. **"Licensed Software"** means the object code version of computer programs developed by WellSky listed in Section I of an Order Form, including Updates furnished to Customer by WellSky pursuant to this Agreement or any Order Form, but excluding all Sublicensed Software or third-party software.
- n. **"Order Form"** means a work authorization executed by the Parties from time to time, including the Order Forms(s) attached hereto setting forth the items being purchased by the Customer, scope of use, pricing,

payment terms and any other relevant terms, which will be a part of and be governed by the terms and conditions of this Agreement.

- o. **“Professional Services”** means, collectively, the implementation, installation, data conversion, validation, or training services provided by WellSky under or in connection with this Agreement.
- p. **“Program Error”** means an error or bug preventing the Licensed Software from operating in accordance with the Documentation in all material respects.
- q. **“Services”** means the Cloud Services, Professional Services and the Support Services set forth in an Order Form.
- r. **“Site”** means each of the Customer facility or facilities specified in an Order Form and for whom Customer (a) owns at least 50%, or (b) has the right to determine management direction.
- s. **“Support Services”** shall mean the services to keep the Licensed Software in working order and to sustain useful life of the Licensed Software, including Updates and specified in an Order Form.
- t. **“Sublicensed Software”** shall mean those programs provided to WellSky by a third party, which WellSky sublicenses to Customer hereunder, for use with the Licensed Software, as specified on an Order Form, and subject to the limitations set forth in this Agreement and any other applicable third party terms and conditions.
- u. **“System”** shall mean the Licensed Software (all or less than all of the Licensed Software) and Sublicensed Software, if any, and any Updates thereto.
- v. **“Test Scripts”** means WellSky’s test scripts designed by WellSky to assist in Customer’s Validation of certain Regulated Licensed Software.
- w. **“Update”** means any error corrections, bug fixes, enhancements, and/or new features to the Licensed Software or Test Scripts that WellSky makes generally commercially available to its customers who have a current Maintenance and Support Agreement. Updates do not include modules, scripts or software that WellSky prices or markets separately.
- x. **“Validation”** means the procedure performed by Customer to validate the Licensed Software pursuant to certain rules and regulations promulgated by the Food and Drug Administration.
- y. **“Warranty Period”** means twelve months from the execution of the applicable Order Form, unless a different period is set forth in an Order Form.
- z. **“Work Product”** means any technology, documentation, software, procedures developed, conceived or introduced by WellSky in the course of WellSky performing Services, whether acting alone or in conjunction with Customer or its employees, Licensed Users, affiliates or others, designs, inventions, methodologies, techniques, discoveries, know-how, show-how and works of authorship, and all United States and foreign patents issued or issuable thereon, all copyrights and other rights in works of authorship, collections and arrangements of data, mask work rights, trade secrets on a world-wide basis, trademarks, trade names, and other forms of corporate or product identification, and any division, continuation, modification, enhancement, derivative work or license of any of the foregoing.

EXHIBIT B
LICENSED SOFTWARE SUPPORT TERMS

1. WellSky Customer Support Service Level Agreement Guidelines (SLA)

The WellSky Support SLA guidelines are based on support case priority levels which are driven by business impact to the WellSky user community, and provide guidance to the Customer Support team with regard to response timeframes.

1.1 Support Case Priority Tracking and Response Guidelines

The priority level of a support case is determined, based on the business impact to the user community, or affected users and groups. After setting the support case priority, automated triggers and reporting from the WellSky case tracking system become available to WellSky Support Team and management on each case entered into the WellSky Customer Relationship Management system. The case priority tracking levels, their definition, and guidelines for response can be found in the table below.

Priority Level	Priority Level Description	Initial Response Timeframe
Password Reset	Request for Password Reset	Within 1 Hour during operating hours
Medium	Low business impact, minor operational issue or question, product or operational questions, product issue which a reasonable workaround exist, training questions, or enhancement suggestion; resolution not required for continuity of customer's operation	Within 1 Day during operating hours
High	One or more features do not seem to be working as designed; workarounds may be available, timely resolution will prevent manual process or lost business value.	Within 4 hours during operating hours
Urgent	Urgent business impact, solution is not functioning at an acceptable level for the majority of users; customer's operation is being seriously impacted, OR may refer to a request where resolution is key to a business critical time-sensitive task. Session Disconnects may be included in this category.	Within 2 hours during operating hours
Critical	Mission Critical Business Impact, solution is completely unavailable or unresponsive; the customer's operation is severely impacted.	Within 1 hour during operating hours

* If multiple customers are impacted, mass communication will be sent in lieu of individual responses.

** The above are "guidelines" only for case SLA performance, and response may vary on a case-by-case basis. Guidelines are subject to change over time.

2. Protocol for Accessing WellSky Support

WellSky's support team provides telephone, email, and Internet-based support. All customer inquiries are logged as cases in WellSky's Support Center CRM system and assigned unique identification numbers for tracking.

The WellSky Customer Support Team includes Customer Care Analysts (CCAs).

The WellSky Customer Support Team will provide support help in many areas, such as answering user questions, logging system enhancement requests, handling patch and update notifications, and providing assistance in troubleshooting problems.

2.1 WellSky Customer Support Hours of Operation

WellSky Customer Support is open Monday – Friday, 8 AM – 5 PM ET (excluding Company Holidays).

2.2 Contact and Case Creation Methods

The WellSky Customer Support Team business processes and data recording utilize the support case record. All assistance provided is recorded in the case as it is tracked through the various stages to completion. WellSky advises customers to always create a support case whenever a response is needed from WellSky Customer Support.

WellSky offers three methodologies to create support cases:

1. WellSky Customer Support Community - <https://portals.force.com/wellsky/>
2. Email – customersupport@wellsky.com
3. Phone Support - 1-800-318-7260

2.2.1 WellSky Customer Support Community

The WellSky Customer Support Community is an automated solution for system administrators to manage support tickets. The community provides system administrators an online tool to create and manage cases with the WellSky Customer Support team. WellSky Customer Support uses customer information provided through the community to understand and effectively respond to customer needs, streamline and simplify support efforts, improve customer satisfaction, and improve abilities to manage WellSky support requests in a timely and effective manner. Through the portal, system administrators have around-the-clock access to real-time status of their submitted support cases.

2.2.2 Email: customersupport@wellsky.com

Sending an email to the WellSky Customer Support Team email address will automatically generate a support case in the CRM system. Users may email WellSky at any time at customersupport@wellsky.com and the WellSky Customer Support Team will communicate with the customer, including through use of the case reporter, through the case record. Users will receive a response in their inbox and may reply via the email thread throughout the support case life cycle. All email activity is stored within the case record.

2.2.3 Phone: 1-800-318-7260 (toll-free)

WellSky provides toll-free telephone-based support to customers, recognizing that not all incidents are easily communicated by online case entry alone. Phone support is suggested for situations where customers have difficulty articulating a need via the Customer Community or if they need to speak directly to a support representative during business hours. WellSky Customer Care Analysts answer incoming calls as designated in a queue to facilitate user responsiveness.

2.3 Remote Session Sharing Tools

WellSky also provides a collaborative, web-based access tool to allow sharing of desktops between support representatives and end users during phone conversations. This ability to demonstrate and view enables WellSky to provide an interactive support experience that further contributes to an interactive customer experience. In addition to walking through illustrative examples and results of their analyses, the support team can use the tool to shadow customer user sessions to further understand the question or problem under consideration. This tool enables the support team to:

- Accelerate diagnosis and problem solving.
- Troubleshoot issue on customer hardware and solutions when needed.
- Provide real-time analysis while a problem is occurring.
- Demonstrate product features when appropriate.

2.4 After Hours Case Submission Support

The WellSky Customer Support Community, email support, and phone-based case reporting (to voice message) are all available methods to log cases after hours. 24 x 7, Customers can use the Customer Support Community to report/view support cases, and may report cases via the community, email, and phone methodologies. WellSky Customer Support will follow-up on cases submitted after-hours during normal business hours.

WellSky also has 24/7 monitoring of the entire hosting infrastructure and responds to critical alerts after hours.

EXHIBIT C
ADMINISTRATIVE ACCESS ADDENDUM

1. **Grant of Limited Administrative Access; Protection of Privileges.** Subject to the terms and conditions herein and in the Agreement, WellSky agrees to provide Customer with limited, remote administrative access for up to four (4) Administrators (defined below) to limited aspects of WellSky's portal environment, solely to the extent necessary for Customer to manage accounts of the authorized individual users of the Software (the "Authorized Purpose"). The degree of access shall be determined by WellSky, in its sole discretion, but at a minimum, the Authorized Purpose shall include; (i) providing Customer's Administrators with the ability to remotely access, via the web, WellSky's portal administration, (ii) creating and managing Customer's user accounts, (iii) setting user access and security configuration, (iv) create and edit portal user accounts, (v) inactivate portal user accounts, (vi) reset portal user passwords, (vii) manage user access to applications, and (viii) add website links to portal view and post announcements on the portal. Customer and the Administrators administrative access shall be for the Authorized Purpose, and for no other purpose, and Customer (including the Administrators) are expressly prohibited from using such access to, among other things, change the number of authorized licensed users, change, in any way, the license grant authorized in the Agreement, or access any portion of the Software and/or the Software environment not expressly necessary to accomplish the Authorized Purpose. Customer and the Administrators shall appropriately safeguard the administrative access rights granted hereunder to prevent unauthorized use. Customer shall only provide administrative access to employees who are, prior to being given such access, identified to WellSky in writing, and approved by WellSky (such identified and approved employees, the "Administrators"). Customer shall notify WellSky in writing of any proposed change in the Administrators prior to granting/changing such access, and Customer shall ensure that Administrators who leave Customer's employ, or who are otherwise removed from the role of an Administrator are denied access immediately upon such change. Customer (including the Administrators) shall not abuse or misuse the administrative access granted hereunder, and any abuse shall constitute a breach of this Addendum.

2. **Liability for Administrative Access.**
 - a. *Customer Liability.* Notwithstanding anything to the contrary, Customer shall, without limitation, defend, indemnify and hold WellSky harmless from any and all claims, expenses liabilities, penalties and costs (including, without limitation, reasonable attorney's fees and court costs) arising out of or related to the administrative access granted under this Exhibit.

 - b. *No Liability for WellSky.* NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL WELLSKY (1) HAVE ANY LIABILITY WHATSOEVER IN CONNECTION WITH THIS EXHIBIT, OR THE ACCESS GRANTED HEREUNDER, OR (2) BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, IN CONNECTION WITH THIS ADDENDUM. SHOULD THE FOREGOING LIMITATION FAIL OF ITS ESSENTIAL PURPOSE, THEN WELLSKY'S MAXIMUM, CUMMULATIVE LIABILITY ARISING UNDER OR IN CONNECTION WITH THIS ADDENDUM SHALL NOT EXCEED ONE THOUSAND DOLLARS (\$1,000.00).

3. **Termination.** The rights granted in this Exhibit may be terminated early, without cause and for any reason, by WellSky upon five (5) days' prior written notice to Customer. In addition, and notwithstanding anything to the contrary, WellSky may immediately terminate and/or suspend the rights granted under this Exhibit for cause; (A) upon Customer's or an Administrator's breach of this Exhibit, or (B) in the event WellSky has reason to believe, in its sole discretion, that the security or integrity of WellSky's software, services or networks are at risk. In the event Customer's administrative access is terminated, WellSky agrees to perform such services that were previously performed by Customer under

this Exhibit. WellSky reserves the right to charge a fee for such services. Such fee shall be mutually agreed upon by Customer and WellSky. Any termination or suspension permitted hereunder shall be without penalty to WellSky. Termination of the rights under this Exhibit shall not operate to terminate the Agreement, unless this Addendum is terminated by WellSky for cause.

EXHIBIT D

BUSINESS ASSOCIATE AGREEMENT

BACKGROUND

- A. Covered Entity and WellSky have entered into a certain License Agreement dated _____ (such agreement is the "Agreement"), pursuant to which Covered Entity has licensed software from Business Associate and Business Associate provides implementation, maintenance, support and other services to Covered Entity.
- B. Covered Entity possesses Protected Health Information that is protected under the Health Insurance Portability and Accountability Act of 1996 (Public Law 104-191) and the regulations promulgated thereunder by the United States Department of Health and Human Services (collectively, "HIPAA"), and is permitted to use or disclose such Protected Health Information only in accordance with HIPAA and the Regulations.
- C. Business Associate may have access to and may receive Protected Health Information from Covered Entity in connection with its performance of services to under the Agreement.

TERMS

1. **Definitions.** All capitalized terms used but not otherwise defined in this Business Associate Agreement ("BAA") shall have the same meaning as those terms in the Regulations.
 - a. Business Associate shall mean WellSky Information Systems, Inc.
 - b. Covered Entity shall mean Customer.
 - c. Individual shall have the same meaning as the term "individual" in 45 CFR § 160.103 of the Regulations and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g) of the Regulations.
 - d. Regulations shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E. Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 160 and Part 164, Subparts A and C; 45 CFR § 164.314, and the Health Information Technology for Economic and Clinical Health Act (HITECH), as it directly applies, as in effect on the date of this BAA.
 - e. Protected Health Information shall have the same meaning as the term "protected health information" in 45 CFR § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
 - f. Required by Law shall have the same meaning as the term "required by law" in 45 CFR § 164.103 of the Regulations.
 - g. Secretary shall mean the Secretary of the Department of Health and Human Services or his/her designee.
2. **Obligations and Activities of Business Associate.**
 - a. Business Associate agrees to comply with the requirements of the Privacy and Security Rules directly applicable to Business Associates through the HITECH Act.
 - b. Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by this BAA, the Privacy and Security Rules, the Agreement, or as required by law. Such disclosures shall be consistent with the "minimum necessary" requirements of the Regulations.
 - c. Business Associate agrees to use appropriate safeguards to protect against the use or disclosure of the Protected Health Information other than as provided for by this BAA or the Agreement.
 - d. Business Associate agrees to mitigate, to the extent reasonably practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this BAA.

- e. Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by the BAA of which it becomes aware.
- f. Business Associate shall notify Covered Entity of a breach of the Privacy Rule relating to the impermissible use or disclosure of Protected Health Information provided to the Business Associate for purposes of carrying out its obligations under the Agreement. Unless otherwise required by law or agreed to by the parties, it shall be the responsibility of Covered Entity to communicate with affected individual(s), the Secretary and the media information regarding the unintended use or disclosure.
- g. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity agrees to the same or similar restrictions and conditions that apply through this BAA to Business Associate with respect to such information.
- h. If Business Associate maintains Protected Health Information in a Designated Record Set for Covered Entity, Business Associate agrees to provide access, at the request of Covered Entity, and in the time and manner reasonably designated by Covered Entity, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR § 164.524 of the Regulations. In the event a request for access is delivered directly to Business Associate by an Individual, Business Associate shall as soon as possible, forward the request to Covered Entity.
- i. If Business Associate maintains Protected Health Information in a Designated Record Set for Covered Entity, Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR § 164.526 of the Regulations at the request of Covered Entity or an Individual, and in the time and manner reasonably designated by Covered Entity. In the event a request for amendment is delivered directly to Business Associate by an Individual, Business Associate shall as soon as possible, forward the request to Covered Entity.
- j. Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity available to the Secretary, in a time and manner reasonably designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Regulations.
- k. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528 of the Regulations.
- l. Business Associate agrees to provide to Covered Entity or an Individual, in time and manner reasonably designated by Covered Entity, information collected in accordance with Section 2(k) of this BAA, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528 of the Regulations. In the event a request for accounting is delivered directly to Business Associate by an Individual, Business Associate shall as soon as possible, forward the request to Covered Entity.

3. Permitted Uses and Disclosures by Business Associate

- a. Except as otherwise limited in this BAA, Business Associate may use or disclose Protected Health Information to perform functions, activities or services for, or on behalf of, Covered Entity in connection with the BAA and any other agreements in effect between Covered Entity and Business Associate, including without limitation the provision of software implementation and support services, provided that such use or disclosure would not violate the Regulations if done by Covered Entity.
- b. Except as otherwise expressly limited in this BAA, Business Associate may use Protected Health Information for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.
- c. Except as otherwise expressly limited in this BAA, Business Associate may disclose Protected Health Information for disclosures that are Required By Law, or if Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person

notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

- d. Except as otherwise expressly limited in this BAA, Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 45 CFR § 164.504(e)(2)(i)(B).
- e. Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR § 164.502(j)(1).

4. Termination.

- a. Except as otherwise provided herein, this BAA shall terminate upon termination of the Agreement.
- b. Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate of this BAA, Covered Entity may:
 - 1. Provide a reasonable opportunity for Business Associate to cure the material breach or end the material violation and if Business Associate does not cure the material breach or end the material violation within a reasonable time, Covered Entity may terminate this BAA and the provisions of the Agreement that require or permit Business Associate to access Protected Health Information;
 - 2. If Business Associate has breached a material term of this BAA and cure is not possible, immediately terminate this BAA and the provisions of the Agreement that require or permit Business Associate to access Protected Health Information; or
 - 3. If neither termination nor cure is feasible, report the violation to the Secretary.

If Covered Entity breaches, Business Associate may terminate this BAA and any Underlying Agreement 30 days after written notice.

- c. Effect of Termination.
 - 1. Except as provided in paragraph (2) of this section, upon termination of this BAA, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
 - 2. In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. In such event, Business Associate shall extend the protections of this BAA to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information. Except as provided herein, any termination of the maintenance program or provisions of the Agreement that permit Business Associate to access Protected Health Information shall not affect the parties' other obligations or rights under the Agreement. For the avoidance of doubt, the parties agree that the return or destruction of Limited Data Sets (defined below) shall be deemed infeasible, and no further notice pursuant to this Section shall be required.

5. Obligations of Covered Entity.

- a. Covered Entity shall notify Business Associate of any limitation(s) in the notice of privacy practices of Covered Entity under 45 CFR § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of protected health information.
- b. Covered Entity shall notify Business Associate of any changes in or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect the Business Associate's use or disclosure of protected health information.

- c. Covered Entity shall notify Business Associate of any restriction on the use or disclosure of protected health information that Covered Entity has agreed to or is required to abide by under 45 CFR § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of protected health information.
- d. Covered Entity shall not request Business Associate to use or disclose protected health information in any manner that would not be permissible under Subpart E of 45 CFR part 164 if done by Covered Entity.

6. Electronic Data Security. Business Associate agrees to implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any electronic Protected Health Information that it creates, receives, maintains or transmits to or on behalf of Covered Entity as required by the Regulations. Business Associate further agrees to ensure that any agent, including a subcontractor, to whom it provides such information, agrees to implement reasonable and appropriate safeguards to protect it. Business Associate agrees to promptly report to Covered Entity any security incident of which it becomes aware.

7. Miscellaneous.

- a. De-Identified Information. Business Associate may de-identify Protected Health Information obtained by Business Associate under this BAA in compliance with 45 CFR § 164.502(d) and 45 CFR § 164.514(a) and (b). Pursuant to 45 CFR § 164.502(d)(2), de-identified information does not constitute Protected Health Information and is not subject to the terms of this BAA.
- b. Data Use. Business Associate may use and disclose Protected Health Information obtained by Business Associate under this BAA to create a limited data set without any of the identifiers listed in 45 CFR § 164.514(e) ("Limited Data Set") for research, public health, and health care operations purposes. Business Associate may not use or further disclose a Limited Data Set for any other purpose, except as may otherwise be Required by Law. Business Associate must use appropriate safeguards to prevent use or disclosure of a Limited Data Set other than as provided for herein. Business Associate must report to Covered Entity any use or disclosure of a Limited Data Set not provided for herein of which Business Associate becomes aware. Business Associate must ensure that any agents to whom Business Associate provides a Limited Data Set agree to the same or substantially similar restrictions and conditions that apply to Business Associate with respect to such information. Business Associate may disclose a Limited Data Set to any recipient that agrees to the same or substantially similar restrictions and conditions that apply to Business Associate with respect to such information. With respect to any particular Limited Data Set, Business Associate will not use the Limited Data Set in such a way as to identify any individual whose data is incorporated in the Limited Data Set or to contact any such individual.
- c. Changes to Regulations. If the Regulations are amended in a manner that would alter the obligations of WellSky as set forth in this BAA, then the parties agree in good faith to negotiate mutually acceptable changes to the terms set forth in this BAA.
- d. Survival. The respective rights and obligations of Business Associate under Section 4(c) of this BAA shall survive the termination of this BAA.
- e. Minimum Necessary. Covered Entity shall only provide a minimum amount of Protected Health Information necessary for the Business Associate to satisfy its obligations under the Agreement.
- f. Interpretation. Any ambiguity in this BAA shall be resolved to permit compliance with the Regulations.
- g. Incorporation. Except for Covered Entity, no third party may rely on the terms, conditions, rights, remedies or obligations hereunder. The terms of this BAA are fully incorporated in and subject to the terms of the Agreement.

EXHIBIT E

PROVIDER ACCESS

If Customer requests that certain authorized providers obtain user licenses directly from WellSky under a separate agreement between WellSky and Provider for access to Customer's instance of the Licensed Software or Cloud Services, the following terms shall apply:

1. Definitions.
 - a. "Approval Authorization" shall mean written authorization issued by the Customer approving Provider to access Licensed Software or Cloud Services obtained by Customer under the Agreement.
 - b. "Provider" shall mean an entity with which Customer contracts or by which Customer designates to provide services to consumers on behalf of Customer, as evidenced by Approval Authorization.
 - c. "Provider Agreement" shall mean a separate agreement between Provider and WellSky for the right to purchase User Licenses.
 - d. "User License" shall mean a license for a Licensed User to access Licensed Software or Cloud Services purchased by Customer under the Agreement.

2. Provider Terms.
 - a. Customer grants to WellSky the right to incorporate the terms and conditions of the Agreement into the Provider Agreement.
 - b. Customer grants WellSky the right to distribute User Licenses to Provider under the Provider Agreement.
 - c. Customer grants to WellSky the right to grant Providers with access to the Licensed Software or Cloud Services through such purchased User Licenses.
 - d. Customer shall indemnify, defend, and hold WellSky and its officers, directors, and employees harmless from and against any claims, suits, liabilities, obligations, judgments, and causes of action and associated costs and expenses (including reasonable attorneys' fees) arising out of or resulting from Provider's breach of its obligations under the Provider Agreement.



APPENDIX B: ATTACHMENT C OMBUDSMAN BUSINESS REQUIREMENTS

WellSky is pleased to provide a completed version of Attachment C on the pages following.



Attachment C Optional Ombudsman Business Requirements Traceability Matrix

Request for Proposal Number 5948 Z1

How to complete the Optional Ombudsman Business Requirement Traceability Matrix:

Column Description	Bidder Responsibility
Req #	The unique identifier for the requirement as assigned by DHHS, followed by the specific requirement number. This column is dictated by this RFP and must not be modified by the bidder.
Requirement	The statement of the requirement to which the bidder must respond. This column is dictated by the RFP and must not be modified by the bidder.
(1) Comply	<p>The bidder should insert an "X" if the bidder's proposed solution complies with the requirement. The bidder should leave blank if the bidder's proposed solution does not comply with the requirement.</p> <p>If left blank, the bidder must also address the following:</p> <ul style="list-style-type: none"> • Capability does not currently exist in the proposed system, but is planned in the near future (within four months from the date of submission of the bid) • Capability not available, is not planned, or requires extensive source-code design and customization to be considered part of the bidder's standard capability • Requires an extensive integration effort of more than 500 hours
(a) Core	The bidder should insert an "X" if the requirement is met by existing capabilities of the core system or with minor modifications to existing functionality.
(b) Custom	The bidder should insert an "X" if the bidder proposes to custom develop the capability to meet this requirement. Indicate "custom" for those features that require substantial or "from the ground up" development efforts.
(c) 3rd Party	The bidder should insert an "X" if the bidder proposed to meet this requirement using a 3rd party component or product (e.g., a COTS vendor, or other 3rd party). The bidder must describe the product, including product name, its functionality and benefits in their response.



1, Unique to the State Long-Term Care Ombudsman Program (LTCOP)

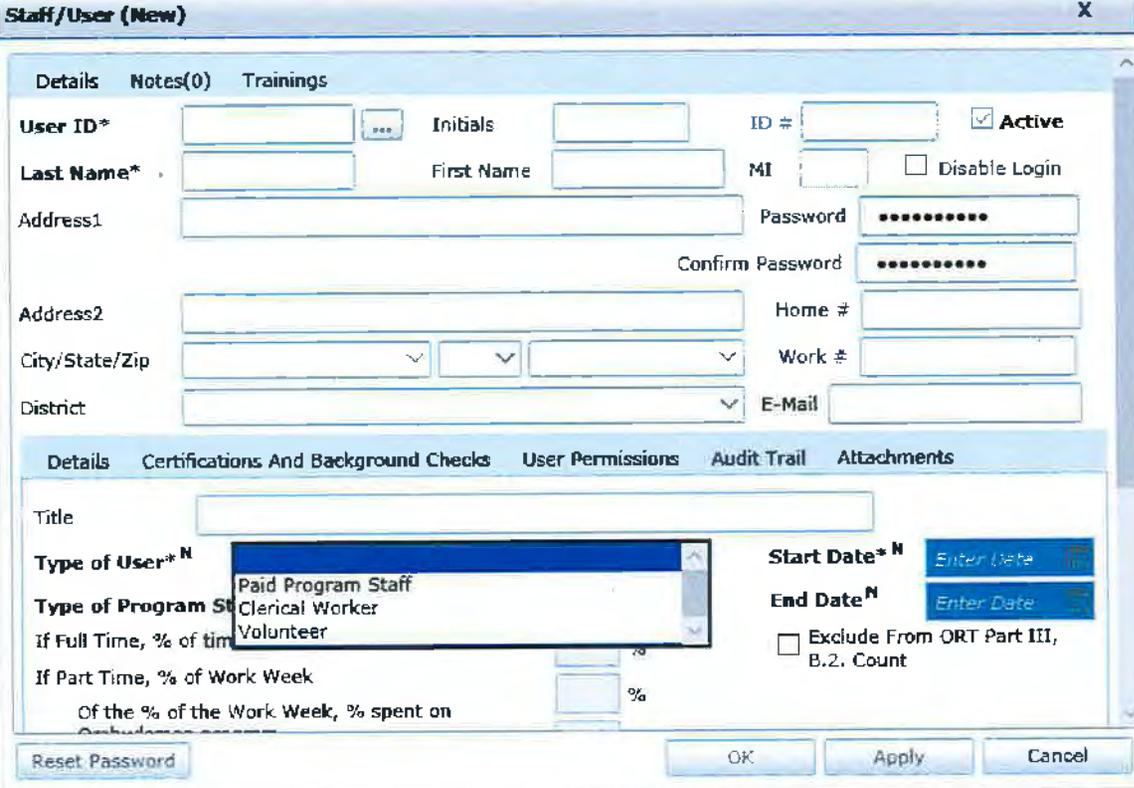
Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
1.	<p>Describe the long term care ombudsman capabilities that can track all required fields for National Ombudsman Report System (NORS).</p> <p>Bidder's Response: <i>WellSky's Ombudsman</i> identifies required information as well as certain fields that are important for mandated reporting to the U.S. Administration on Aging (AoA)'s National Ombudsman Reporting System (NORS). Required elements are marked with bold face and asterisks, while NORS items are marked with configurable highlights and with a superscript "N" in the field label.</p> 	X	X		
2.	<p>Describe how the system accommodates different user roles.</p> <p>Bidder's Response: <i>WellSky Ombudsman</i> provides role-based security, which facilitates compliance with HIPAA and HITECH privacy and security standards.</p> <p>Protected consumer/participant data is contained exclusively within customer-specific databases that are accessible only by customer-authorized users. Each user is authenticated, and password complexity is enforced by customer system administrators via the system utilities. Roles can be configured to control access to each area of the <i>Ombudsman</i> application.</p> <p>At the application level, <i>WellSky</i> solutions provide robust organizational- and role-level security that allows for very granular security management. This configurable application security infrastructure controls which functions a user can access as well as what data a user can access down to the field level.</p> <p><i>WellSky's</i> role-based security allows a System Administrator to create groups that define the application modules, and fields that will be available to users in a specific division or functional business area (e.g., finance) and roles that define further refine the areas of the application available to users with specific job functions, and their edit</p>	X	X		

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
	<p>privileges (e.g., view, add, edit, delete, etc.). These features allow an organization to define an unlimited number of roles to help ensure that users are able to access data appropriate to their line of business and job function.</p> <p><i>Ombudsman</i> allows organizations to grant or deny users access to different areas of the program. <i>Ombudsman</i> allows system administrators to assign user level security privileges, allowing tailored permissions for specific job roles. In <i>Cases</i> and <i>Facilities</i>, system administrators can choose the level of access for each area:</p> <ul style="list-style-type: none"> ▪ Can Add Cases ▪ Can Edit Cases - ▪ Can Delete Cases ▪ Can View Cases ▪ Can View History Case ▪ Can Add Activities ▪ Can Edit Activities ▪ Can Delete Activities ▪ Can View Activities ▪ Can View History Activity ▪ Can Add Facilities ▪ Can Edit Facilities ▪ Can Delete Facilities ▪ Can View Facilities ▪ Can Add Case Journals ▪ Can Edit Case Journals ▪ Can Delete Case Journals ▪ Add Attachment ▪ Delete Attachment 				

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
	<ul style="list-style-type: none"> ▪ Open Attachment ▪ Can Run Reports in Reports Tab ▪ Can Print Records ▪ Can Access Perpetrators ▪ Can Access Import/Export & Archive ▪ Prevent Access to Data of Other Program ▪ Can Add Users ▪ Can Edit Users ▪ Can Delete Users ▪ Can View Users ▪ Can Only View Records ▪ Supervisor Access (Global Access to All System Data) ▪ Update Administrative Tables ▪ Can Access Users in All Programs ▪ No Permission <p>Default User Name Permissions</p> <p>If organizations do not assign permissions to a user name, <i>OmbudsManager</i> gives the user the following permissions:</p> <ul style="list-style-type: none"> ▪ Can Add Cases, ▪ Can Edit Cases, ▪ Can Edit Activities, ▪ Can Edit Facilities, ▪ Can Add Case Journals, 				

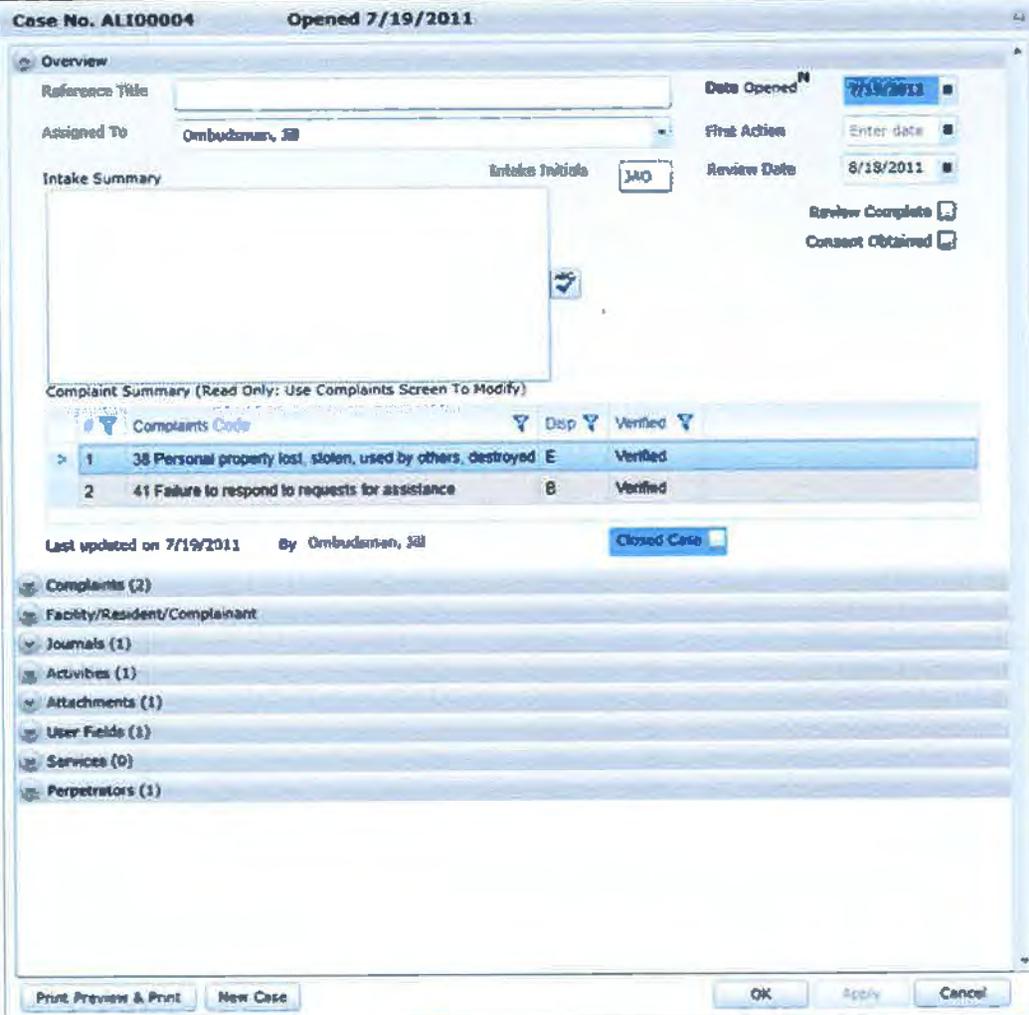


Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
	<ul style="list-style-type: none"> ▪ Can Edit Case Journals, ▪ Can Run Reports in Reports Tab, and ▪ Can Print Records. 				
3.	<p>Describe how volunteer Ombudsman are managed in the system. Volunteers will not need access to system.</p> <p>Bidder's Response: WellSky's <i>Ombudsman</i> provides volunteer management within the Staff/User module under System Administration. All pertinent details are able to be recorded and a user is deemed a Volunteer under "Type of User":</p>	X	X		

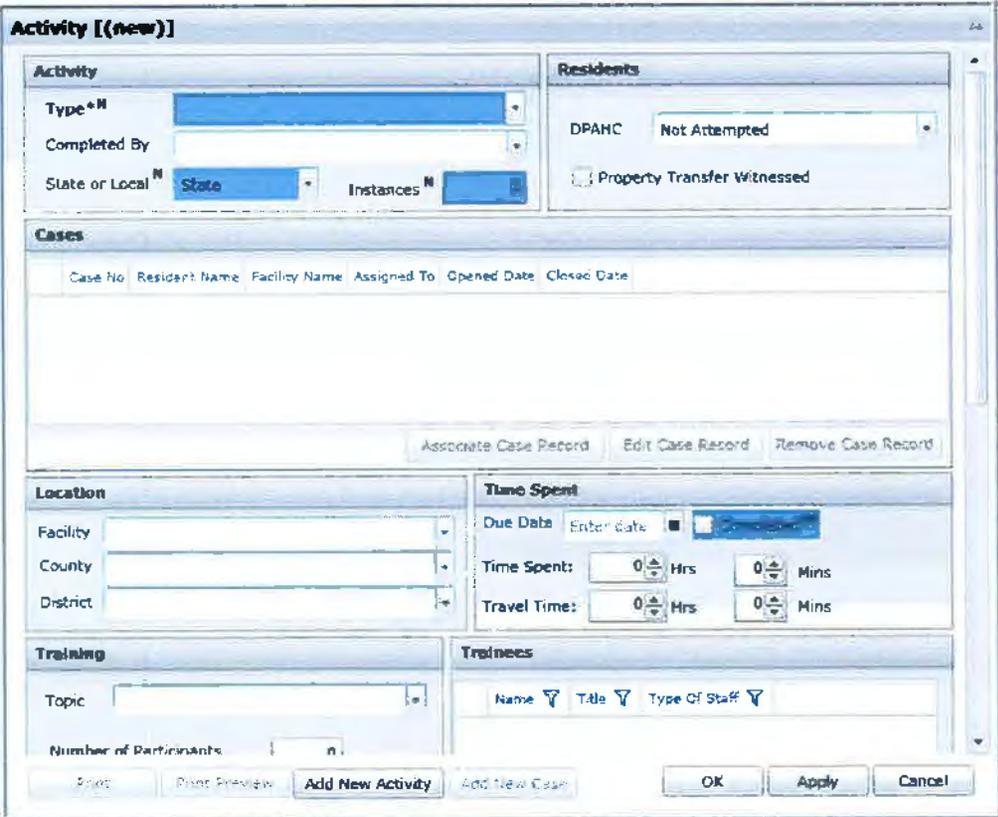
Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
		X	X		
4.	<p>Describe how nursing facilities and assisted living facilities are managed in the system.</p> <p>Bidder's Response: The Facilities module in <i>Ombudsman</i> enables management of all types of facilities, licensed and unlicensed. All pertinent information can be recorded regarding a facility, in particular, License/ID, Type, Name, Address, Owner, Staff, Bed Count, etc.</p>				



Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
5.	Describe how the system creates and tracks corrective action plans. Bidder's Response: A case record in <i>Ombudsman</i> allows for the recording of all information associated with a complaint. Narrative can be included in the Intake Summary; complaint codes can be selected to provide a complete picture of the concern. Next steps regarding a complaint are easily recorded, such as follow-up and resolution actions. Manager care information can be included and tracked as well.	X	X		
6.	Describe how the system documents LTCOP cases, complaints, corrective action plans, and follow up. Bidder's Response: The <i>Ombudsman</i> application offers a Cases and Complaints module that records all necessary information pertaining to each. The screen shot below demonstrates all the data that can be entered:	X	X		

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party									
	 <p>Case No. AL100004 Opened 7/19/2011</p> <p>Overview</p> <p>Reference Title: [Empty]</p> <p>Assigned To: Ombudsman, JBI</p> <p>Date Opened: 7/19/2011</p> <p>Final Action: Enter date</p> <p>Review Date: 8/18/2011</p> <p>Review Complete <input type="checkbox"/></p> <p>Consent Obtained <input type="checkbox"/></p> <p>Intake Summary</p> <p>Intake Initials: JAO</p> <p>Complaint Summary (Read Only: Use Complaints Screen To Modify)</p> <table border="1"> <thead> <tr> <th>Complaints Code</th> <th>Disp</th> <th>Verified</th> </tr> </thead> <tbody> <tr> <td>1 38 Personal property lost, stolen, used by others, destroyed</td> <td>E</td> <td>Verified</td> </tr> <tr> <td>2 41 Failure to respond to requests for assistance</td> <td>B</td> <td>Verified</td> </tr> </tbody> </table> <p>Last updated on 7/19/2011 By Ombudsman, JBI</p> <p>Closed Case</p> <ul style="list-style-type: none"> Complaints (2) Facility/Resident/Complainant Journals (1) Activities (1) Attachments (1) User Fields (1) Services (0) Perpetrators (1) <p>Print, Preview & Print New Case OK Apply Cancel</p>	Complaints Code	Disp	Verified	1 38 Personal property lost, stolen, used by others, destroyed	E	Verified	2 41 Failure to respond to requests for assistance	B	Verified				
Complaints Code	Disp	Verified												
1 38 Personal property lost, stolen, used by others, destroyed	E	Verified												
2 41 Failure to respond to requests for assistance	B	Verified												

Complaint and complaint code information, facility, resident and complainant information are examples. Additionally, activities can be tracked as well as journals which note corrective action plans and follow up notes.

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
7.	Describe how the system tracks LTCOP activities, consultations, and trainings.	X	X		
	<p>Bidder's Response: An activity record contains information about the type of activity, time spent, location, training, consultations/media events, associated cases and associated attachments.</p> 				

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
8.	<p>Describe how the system data verification activities are managed at the local and state level.</p> <p>Bidder's Response: <i>WellSky Ombudsman</i> identifies required information as well as certain fields that are important for mandated reporting to the U.S. Administration on Aging (AoA)'s National Ombudsman Reporting System (NORS). Required elements are marked with bold face and asterisks, while NORS items are marked with configurable highlights and with a superscript "N" in the field label.</p>  <p>To ensure accurate reporting, there are two key elements that are required in Ombudsman before closing a case.</p> <ul style="list-style-type: none"> • Each complaint within a case file must include a Disposition and a Verification. • The facility name must be something other than Unknown or Facility Not Applicable. 	X	X		
9.	<p>Describe information regarding the database, collection of required data elements, how required fields are flagged, and how data is verified prior to submission and certification at the federal level.</p>	X	X		
	<p>Bidder's Response: As previously mentioned, <i>WellSky Ombudsman</i> identifies required information as well as certain fields that are important for mandated reporting to the U.S. Administration on Aging (AoA)'s National Ombudsman Reporting System (NORS). Required elements are marked with bold face and asterisks, while NORS items are marked with configurable highlights and with a superscript "N" in the field label. The application will alert the user if these fields are not populated.</p> 				



Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
	Once data is pulled into the ORT (Ombudsman Reporting Tool), which is currently hosted by <i>WellSky</i> , verification checks are performed before submission and certification. The ORT will not allow submission until all verifications are passed.				
10.	Bidder must be able to convert Federal Fiscal Year 2017, 2018 and 2019 Ombudsman database data into proposed system. Provide a conversion plan.	X	X		
	<p>Bidder's Response:</p> <ul style="list-style-type: none"> • Data conversion services are limited to Facilities data and Facility Owners data only. No other data will be migrated. • Customer will populate WellSky data conversion workbooks limited to Facility and Facility Owners data. • Required and optional data elements are outlined below. • One dataset will be used for test and live data conversion. • Requests for additional conversion iterations or ongoing data import services may be considered via change management controls. • Facilities data and Facility Owners data preparation, mapping, extraction, and cleanup tasks are assigned to customer. If data cleanup is required, Mediware will provide instructions to customer, and customer will either perform data scrubbing to correct data values and formats and then resubmit data for conversion or it may choose to accept data loss for records that lack valid values and formats. • If required and requested, WellSky will evaluate data cleanup services for additional level of effort and cost. • Dependent administrative setup data must be configured in the destination <i>WellSky Ombudsman</i> database prior to conversion. • WellSky will import location data (state, counties, and towns). Districts will be manually populated by customer before data import. Any additional location data that falls outside the State will need to be identified prior to the data import for possible inclusion. Customer may be required to manually enter any missing location information. 				



APPENDIX C: Online Help Screenshots

WellSky is pleased to provide screenshots of online help functionality on the pages following. Page Numbering is non-sequential.

WebHelp - Internet Explorer
https://staging.harmonyis.net/sams/AdminHelp/HarmonyForAgingAdmin.htm

TOC

- Welcome to SAMS Administrator
- Using SAMS Administrator
- Care Plans
- Goals
- General
- Organizations
- Selling Up Organizations
- Places
- Program Definition
- Reports
- Security
- System Configuration
- Glossary

Welcome to SAMS Administrator

Social Assistance Management Software - or SAMS® - is a powerful relational database that allows social assistance organizations to manage consumers and the services offered to them.

SAMS Administrator allows organizations to manage information in SAMS databases. The sections of SAMS Administrator are organized by the types of fields in SAMS.

- **Care Plans** - define care plan categories and goals. The definitions you set here determine the content of the Care Plan Worksheet.
- **General** - set up demographic, custom, and status fields for classifying consumers, including Nationalities, Languages, Status Codes, and Reason Codes.
- **Organizations** - set up and manage the structures of state units, agencies, providers, and sites that offer consumer services.
- **Places** - set up information used in address and location records, including States, Zip Codes, and Counties.
- **Program Definition** - define program areas that are related to care enrollments, service delivery, and activities & referrals, including Service Programs, Fund Identifiers, and Places of Service.
- **Reports** - define custom reports and document templates for your organization.
- **Security** - set up user logins, access roles, define user privileges and configure system audits.
- **System Configuration** - set up database (program) defaults for SAMS as well as workflow triggers.
- **Types** - define the field types (or list selections) available to SAMS users in a variety of areas, e.g., payment methods (cash, check), phone types (business, cell), etc....

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rosters ? ↻ 🔍

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- Routes
- About SAMS Case Management
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- Rosters – Roster Toolbar – Left Section
- Rosters – Roster Toolbar – Right Section
- Saved Search Definitions

Create a Roster Definition

1. Click **Rosters** on the **Navigation bar**
2. Click **Add New** on the **Roster toolbar**
3. Type a **Name** for the roster
4. Select the **Roster Type**:
 - a. **Multi-Service**: Records many different services for consumers within a single roster screen
 - b. **Specified Service**: Records selected services against consumers on a roster
 - c. **Service Plan (Multi-Service)**: Records many different services for consumers within a single roster screen, based on their **Service Plans**
 - d. **Service Plan (Service-Specified)**: Records only selected services against consumers on a roster, based on the their **Service Plans**
5. Select the **Based On** type
 - a. **Care Plan**: The roster references the consumer's Care Plan to validate that they are eligible to receive the service and appear on the roster
 - b. **Service Delivery**: The roster references past service deliveries to validate that the consumer is eligible to appear on the roster
 - c. **Route**: The roster displays the same consumers as the referenced route, in the exact same sequence
6. Select **Site**, if applicable
 - a. The **Site** field is displayed **only** if the provider has more than one site

More:

- ➔ Add Filters to the Roster Definition
- ➔ Edit Sites in a Roster Definition

Contents Search

- Service Orders
- Service Deliveries
- Service Suspensions
- Billing
- Merging Consumer Records**
- Test the Consumer Record Merge
- Consumer Status Wizard
- Edit a Consumer
- Transfer an Enrollment
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Merging Consumer Records

There may be times when duplicate consumer records are created by mistake. If this happens, you can merge the two records together in order to have one record in SAMS.

1. Search for the primary consumer record by entering keyword(s) in the **Search** field and then open the consumer record by:
 - a. Clicking the record after performing a search;
 - b. Double-clicking the record from the **Consumer list**;
 - c. Clicking the entry and then clicking **Open** on the **Billing** Navigation bar; OR
 - d. Clicking the **Edit this Item** icon next to the consumer record
2. On the **Consumer** Navigation bar, click **Merge**

3. Select the secondary consumer record you want to merge with the primary consumer record by clicking the **Search** button

4. Type the search words and then click **Search**

Contents **Search**

About SAMS Case Management

- About this Guide
- Audience
- Consumers
 - Consumer List Screen
 - Consumer Record Navigation
 - Add a Consumer/Caller Record
 - Inside the Consumer/Caller Record
 - Edit Basic Consumer/Caller Information
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- Billing
 - Merging Consumer Records
 - Consumer Status Wizard
 - Consumer Billing

About SAMS Case Management

Social Assistance Management Software or SAMS® manages consumer (client) and service data for social assistance organizations. SAMS helps your organization achieve integration of data and meaningful, comprehensive care planning.

The culmination of Harmony's many years of experience in social service data management, SAMS represents the state-of-the-art in care planning, service management, integration of assessment data, long term care information integration, powerful reporting, and comprehensive consumer and provider management.

SAMS is an extensive program, capable of managing data from several organizations in a streamlined, secure environment. Some of the features offered by SAMS:

- Integrated consumer record management
- Management of caregiver/care recipient relationships
- Comprehensive service and care planning, including goal setting
- Route management
- Consumer referrals between any organizations within a statewide database
- Extensive journaling and action management
- High volume service unit data entry using Rosters, and optionally, SAMScan
- Integration of multiple assessment forms and data sharing between different programs (when used in concert with the Omnia System®)
- Integrated Care Planning, Service Order, and Service Delivery management
- Contact management, including optional enforced limits of service units
- Agency, Consumer, and Third Party invoicing and payment
- Powerful and flexible reporting, including custom reports
- Highly scalable architecture, allowing deployment for one office or a whole state
- Funds tracking at the service level
- Integration with Harmony's suite of products - Omnia System®, OmbudsManager™, SAMScan™, FinPak™, and NAPIS SRT



APPENDIX D: User Manual Sample Pages

WellSky is pleased to provide sample pages from the user manual for *WellSky Aging and Disability* on the pages following. Page Numbering is non-sequential.

Roster Toolbars

Aging & Disability displays a toolbar in the upper left of the record roster page that offer sorting, grouping, and viewing options to make it easier to review and enter service data. The record roster page also offers page menu functions typical of List Screens on the upper right.



Functions available include:

- **Date Change** - displays currently selected month and year for roster.
- **Refresh** - refreshes the roster with current data.
- **Show/Hide Columns** - controls which columns appear on the roster.
- **Hide/Show Weekend** - displays or hides weekend days in daily unit entry calendar.
- **Totals Only/All Units** - displays or hides daily unit entry calendar.
- **Group By** - dropdown control for grouping by Client, Service, or Fund Identifier.
- **Save** - record the service deliveries to consumer records.
- **Save and Close** - record service deliveries and exit out of the roster.
- **Close** - exit out of the roster. Aging & Disability prompts to save any unsaved changes.
- **Add Service** - enter service deliveries in the same amount for multiple consumers at once.
- **Print Grid** - sends grid directly to a printer accessible by user's local machine. See "Exporting or Printing Lists"
- **Export Grid** - exports grid to a .csv file for analysis or review. See "Exporting or Printing Lists"

Customizing the Roster View

Users can change the way Aging & Disability presents data on the Roster Services screen. Users may designate specific columns to display and group service delivery records by consumer, service, or fund identifier. Aging & Disability allows service data entry daily and by totals and can display a calendar of service delivery days that hides or displays weekends accessed through spreadsheet Grid Controls. Users may also use Configuration and Filter tools to customize the appearance of a roster. Changes made to customize the roster page are specific to the user and do not change the appearance of the roster for other users.

Displaying Columns

Aging & Disability allows users to display or hide several columns to aid in efficiently recording service deliveries.

► *To Display or Hide Columns on a Roster*

1. Open the roster to record services.
► *To open a roster to record services*

Aging & Disability Roster Sheet

The Aging & Disability roster with unit entry per day prints an area for each day of the service month selected. This landscape layout roster prints on 8" x 14" paper. The Client ID is bar coded.

►To print an Aging & Disability roster with unit entry per day

1. Click **Rosters** on the toolbar.
2. Aging & Disability displays the list of existing Rosters.
3. Select the appropriate roster.
4. Click **Print** on the Roster List Screen toolbar.

-OR-

Click **Record Roster** and then the **Print** button.

5. Enter the **Service Period** to print.
6. Select **Aging & Disability roster w/ unit entry per day** in The Style of Roster.

Print Rosters

Service Period
Choose Service Month and Year: 11/2013

The Style of Roster

- Monthly service roster by consumer with unit entry per day.
- Monthly service roster by service entry per day.
- Monthly service roster by consumer with unit entry per day (8.5 x 14)
- Monthly service roster by service with unit entry per day (6.5 x 14).
- Monthly service roster with unit entry for entire month.
- Monthly service roster with unit entry for entire month. (Portrait)
- Monthly roster service log.
- Weekly single service roster with unit entry per day.
- Weekly sign-in sheet (8.5 x 14).
- Weekly roster meal sheet (8.5 x 14).
- Scan bar-coded client ID labels (Avery 5260).
- Scan roster w/unit entry per day(8.5 x 14).
- Scan bar-coded roster sheet.

Scan Bar-Codes

1 2 3 4 5

Additional Options

- Suppress the consumers who do not have services
- Include entered unit values in roster print out.
- Suppress zero units
- Suppress SSN.
- Suppress primary phone.
- Suppress date of birth.
- Suppress Client ID.
- Suppress Scan Bar-Codes

Enter the number of blank rows per consumer: 1

Enter the number of additional consumer rows: 0

Preview Cancel

Consumer Status Wizard

The Aging & Disability Consumer Status Wizard is a tool available to users to quickly deactivate and close a complete consumer record, edit various areas of a consumer quickly, or transfer an enrollment for one program to another. This tool is very useful in the following scenarios:

- When a consumer needs to be deactivated at the consumer level, and all associated enrollments, service plans, activities, orders (and more) need to be closed.
- When a user needs to edit consumer data quickly, in bulk.
- When a consumer changes program enrollments and the user wants to transfer the information quickly from one program to another.

Historically, deactivating a consumer involved a lot of steps - deleting all service orders that fell beyond the termination date, ending all existing service plans, ending all care manager associations, etc. The *Consumer Status Wizard* provides a more efficient way to deactivate a consumer or consumer enrollment, or to transfer a consumer enrollment. You can use the *Consumer Status Wizard* on any services that have been provided prior to, or on, the end date of the enrollment.

The *Consumer Status Wizard* follows organizational filtering, meaning that the services, plans, orders, etc. that appear are for your organization only. Additionally, your user role must have permission to update the records that you are modifying. These include:

- Consumers
- Care Enrollments
- Care Plans
- Service Plans
- Care Manager Associations
- Consumer Providers
- Action Items
- Service Orders (with ability to remove closed orders)
- Routes
- Co-Pays

Note: The Consumer Status Wizard includes activities only when you select Close Consumer. It includes suspensions in all cases.

Deactivating and Closing Consumer Records

When you wish to deactivate a consumer and close all open items that are associated to that consumer, such as programs, service plans, providers, and more, simply follow these steps.

- ▶ *To close (deactivate a consumer)*

Using the Invoices List

The Aging & Disability Invoices list combines all invoice types, including **Consumer Invoices** and **Agency Invoices**, into one consolidated list. Use the standard grid features, such as filtering, and formatting columns, to manage your list.

Creating a New Invoice

Aging & Disability creates invoices from service delivery records. Use **Service Delivery** or **Rosters** to enter or correct data for invoicing. This section discusses creating **Agency** and **Consumer Private Pay** and **Consumer Co-Pay** invoices because the process for creating each is similar.

See *Generating Consumer Invoices* for more information on how to quickly create multiple consumer invoices.

If your organization uses organizational filters and security, your username needs permission to create a new invoice.

►To create a new invoice

1. Click **Invoices** on the toolbar.
2. Click **Add New** and select **Agency Invoice**, **Consumer Private Pay Invoice**, or **Consumer Co-Pay Invoice**.
3. Aging & Disability displays **Invoice Details**. Enter an **Invoice Date**, **Invoice No**, **Description**, and select an **Invoice** and **Invoicee** under the Invoice heading. You will not be able to enter an invoice number if your organization uses auto numbering as this populates for you after you save the invoice.

The screenshot shows a web-based form titled "Agency Invoice". The form is divided into several sections. At the top, there are fields for "Invoice Date" (set to 10/18/2012) and "Invoice No". Below this is a "Description" field. The "Invoice" section includes a dropdown menu for "Invoice" (set to Agency) and another for "Invoicee" (set to Provider). There are also fields for "Invoice Amount" (set to \$1.00) and "Agency Amount" (set to \$1.00). A "Status" dropdown is set to "Open". The "Reason" field is empty. At the bottom, there is a "Contact Name" field with a "Browse" button. To the right of the form, there are two tabs: "Comments" and "Payment Invoice Items". The "Payment Invoice Items" tab is active, showing a table with columns for "Invoice No", "Invoice Date", "Invoice Amount", and "Agency Amount". The "Service Delivery Invoice Items" tab is also visible at the bottom.

4. To select a **Consumer Invoicee** (when creating Consumer invoice), click the **Browse** button. Search for the consumer by entering the appropriate criteria and clicking **Find**. Select the correct consumer and click **OK**.

Invoices

Aging & Disability can create invoices for Consumers and Agencies. The Aging & Disability invoicing system creates invoice items from individual service deliveries. Each invoice item has its own Status, allowing your organization to track funds at the service delivery level.

If you are looking to view, enter, or modify a specific consumer invoice, it might be faster to use consumer **Billing** directly inside of the desired consumer record. Consumer **Billing** offers elements of both **Invoices** and **Payments** in the Consumer Summary screen. The consumer **Billing** area is unique that it only contains billing information for individual consumers.

Aging & Disability offers two types of consumer invoices: **Private Pay** and **Co-Pay**. A **Private Pay** invoice bills a consumer for the full amount of the service. A **Co-Pay** invoice bills a consumer up to the amount of the co-pay entered with the record.

Users can **adjust the status** (see *Adjusting Invoice Item Status*) of individual invoice items to account for rejections or adjustments in payments. Aging & Disability also offers **consumer invoice generation** which can quickly create multiple consumer invoices.

Aging & Disability can automatically number invoices and add a prefix to the number based on agency. Auto-numbering is a system wide option. To enable this feature and set a start number, please refer to *Auto Numbering for Invoices and Service Orders* in the Aging & Disability Administrator User Guide. Document prefixes are entered with each agency record in Details in Aging & Disability Administrator. For more help in entering agency prefixes, please see *Agencies* in the Aging & Disability Administrator User's Guide.

Invoice Type	Invoice ID	Invoice Date	Agency Name	Invoice Amount	Invoice Status	Invoice Date
Agency Invoice	BCCA000000181	05/20/2013		\$1,360.00	Open	05/20/2013
Agency Invoice	BCCA000000182	05/20/2013		\$7,180.00	Open	05/20/2013
Agency Invoice	BCCA000000183	05/20/2013		\$2,480.00	Open	05/20/2013
Agency Invoice	BCCA000000184	05/20/2013		\$665.00	Open	05/20/2013
Agency Invoice	BCCA000000185	05/20/2013		\$400.00	Open	05/20/2013
Agency Invoice	BCCA000000186	05/20/2013		\$4,000.00	Open	05/20/2013
Consumer Invoice (Private Pay)	BCCA000000187	05/20/2013	31910015 - Agency: 2040, M, J, P, S	\$1.00	Open	05/20/2013
Agency Invoice	BCCA000000188	05/20/2013		\$70.00	Open	05/20/2013
Consumer Invoice (Co-pay)	BCCA000000189	05/20/2013	31904215 - Agency: FFA, EA	\$88.00	Open	05/20/2013
Consumer Invoice (Co-pay)	BCCA000000190	05/20/2013	32245041 - Agency: Edward B, Edward	\$82.00	Open	05/20/2013



APPENDIX E: Reporting Manual Sample Pages

WellSky is pleased to provide sample pages from the reporting manual for *WellSky Aging and Disability SRT* on the pages following. Page Numbering is non-sequential.

Aging & Disability

Report Descriptions

Companion Guide

Version 3.4
September 2018

Formerly known as "SAMS"



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www.WellSky.com

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Activities & Referrals

Consumer Activity/Referral Mailing Labels

A listing of 3 X 10 Avery 5160 labels for consumers with address details based on activities entered. Extensive filtering options are available to limit the resulting data, and grouping and sorting options are available to customize result display.

When to use

You want to generate mailing labels for consumers that have activities entered meeting a certain criteria such as activities of a specific type that are due in a certain time period.

Consumer Activity/Referral Report

A listing of consumers that displays the details for activities entered based on criteria selected. Extensive filtering options are available to limit the resulting data, and grouping and sorting options are available to customize result display.

When to use

You want see a list for consumers that have activities entered meeting a certain criteria such as activities of a specific type that are due in a certain time period. A case manager may want to see home visits that are due this week.

Administrative

Administrator Mailing Label Report

A listing of 3 X 10 Avery 5160 labels for organization address details. Filtering options are available to limit the resulting data by organization or location, and grouping options are available to customize result display.

When to use

You want to generate mailing labels for agencies, providers or care managers entered into the Aging & Disability 3 Administrator.

NAPIS Consumer Listing Report (With Caregivers/Care Recipients)

A listing of all consumers that have received services displays columns for existing and missing NAPIS information. Advanced filtering allows for delineation of Caregivers and Care Recipients.

When to use

You want to check the demographic detail that has been captured for your clients while preparing the federal NAPIS report. This powerful report will show where the holes in the data collection are for the clients – broken out by Caregivers and Care Recipients - that receive services.

Providers and Services Report

A listing of providers and their associated services as entered in the administrative setup. Limited filtering options are available to narrow the resulting data, and additional options can be set to customize the result display.

When to use

You want to create a list of providers and their associated service detail as entered into the Aging & Disability 3 Administrator.

Aging & Disability User Login Report

A list of all user login information, configurable by organization and access role.

When to use

You want to view a list of all users grouped by their access roles to determine the date/time each user last logged into Aging & Disability.

Assessments

Consumer Assessment Report

A listing of all consumers that are due for a reassessment. It can be filtered either by date of last assessment or by assessment due date. Several grouping options are available including assessor, assessment form, date of assessment and next assessment date. Additional filtering options now available to allow for filtering based on service deliveries received.

When to use

You want to run a list to see any consumers that are due for a reassessment. Enter in either the date the initial assessment was done or when the reassessment period is due to filter the listing of consumers and the related assessment detail.

Aging & Disability Assessment Report

A listing of consumers and their assessments with column configuration options. Users can choose up to six columns to display on the report as well as the order in

Compact Route Sheet (Weekly)

Allows for printing one or more weekly compact route sheets with additional filtering options for the services or sub-services in the routes.

When to use

You want to generate weekly compact route sheets for a group of routes at once. If the report is created and saved, then the route printing is simple and consistent without having to set the options at the start of each week.

Consumer Contact and Phone Listing Report

A basic listing of a consumer and their contacts. Extensive filtering options are available as well as an option to include clients that have not yet received services.

When to use

You want to generate a phone directory for your clients and their contacts in case of emergency. Filtering options are available so a Case Manager can create a list of contacts for only their clients.

Consumer Percentage Co-Pay Report

A report that calculates percentage based co-pays against services delivered.

When to use

You want to view the total cost of services minus the consumer co-pay amount in order to generate the total cost covered by the Agency or Provider.

Consumer Quarterly Report

A basic cross-tab table displays consumer counts per quarter for each provider broken down by consumer demographics and characteristics. Some additional filtering is available to limit the results by service detail. The resulting rows for demographics and characteristics will only display if there are consumers served corresponding to the field.

When to use

You want to see the counts of clients served by quarter over a fiscal year, and see a detailed demographic breakdown of what types of clients received services.

Consumer Services List Report

A listing of all consumers displays the services received for each. Extensive filtering options are available as well as multiple options to group and sort the results.

When to use

You want to see a list of services that each client has received based on a certain criteria, such as a date range for the service deliveries.

Multi Service Report

A table groups and displays counts for each type of service received and categorizes by multiple consumer characteristics and demographics. A selection option allows the report to display either distinct consumer counts or total service units. Extensive filtering options are available to limit the resulting data.

When to use

You want to see a detailed demographic breakdown of what types of clients received services.

NAPIS Consumer Listing

A listing of all consumers that have received services displays columns for existing and missing NAPIS information. Extensive filtering options are available to limit the resulting data.

When to use

You want to check the demographic detail that has been captured for your clients while preparing the federal NAPIS report. This powerful report will show where the holes in the data collection are for the clients that receive services.

NAPIS Consumer Listing Report – Advanced – (With Caregivers/Care Recipients)

A listing of all consumers that have received services displays columns for existing and missing NAPIS information. Advanced filtering allows for delineation of Elderly and Child Care Recipients.

When to use

You want to check the demographic detail that has been captured for your clients while preparing the federal NAPIS report. This powerful report will show where the holes in the data collection are for the clients – broken out by Caregivers and Elderly/Child Care Recipients - that receive services.

NSIP Meal Reports Tab

A cross-tab report of all home delivered and congregate meals (NSIP meals) delivered grouped by agency and listed by provider, sub-provider or site. Filters are available to limit the results by service and/or NAPIS demographics. A

reimbursement rate can be entered to display the reimbursement cost for the NSIP meals.

The NSIP Meals Report Tab is hard coded to only look at services that are either exactly named Home Delivered Meals, Congregate Meals or are service coded to these NAPIS service codes in Aging & Disability Admin. An NSIP eligible service is a service at a point in time. As an example in Aging & Disability, we might have a client that has his/her client details record set to "NSIP Meal Eligible = Checked" if we deliver a service, that service will be time stamped as an eligible service. The NSIP eligible status could then be unchecked and then another unit could be recorded on the same day from a different provider. That second service would not be NSIP eligible as it was a point in time (NSIP eligible was unchecked).

When to use

You want to create a report to show how many meals were provided to clients based on a certain criteria, such as a time period. Entering a reimbursement rate will display the NSIP cost for the services provided.

NSIP Meals Recipient List

A listing displays all consumers that have received home delivered or congregate meals (NSIP meals). Filters are available to limit the results by service and/or NAPIS demographics, and grouping and sorting options are available to customize result display.

When to use

You want to see a listing of all clients that have received NSIP meals based on a certain criteria, such as a time period. The list will be grouped by agency, and you can select the grouping for the consumer results, such as by provider.

Aging & Disability Consumer Provider Service Report

A listing of consumers receiving services displays to show the service, provider and consumer detail. Extensive filtering options are available to limit the resulting data, and grouping and sorting options are available to customize result display.

When to use

You want to see a simple list of all clients that had received services, the service, and the provider based on a certain criteria, such as a time period.

Aging & Disability Kitchen Report

A listing of all meals displays consumer, service detail, and meal counts that have been planned by route. An additional option is available to display a cross-tab

summary of the total count of meals by route, and limited filtering is available to limit the results based on route definitions and service plan status.

When to use

Typically used by meal sites that need to prepare the meals or to order meals prior to delivery. This list will result in the total counts of the types of meals based on the routes previously set.

Service Category Monthly Report

A monthly agency cross-tab report showing service counts by service category. Limited filtering options are available to limit the result based on service fields.

When to use

As a state or agency administrator, you want to see a list of service counts grouped by service category. The report will have monthly pages of results based on the fiscal year period entered and the report month.

Service Delivery Consumer Listing

A detailed listing of consumers displays demographics as well as service and provider information for the service deliveries entered. Extensive filtering options are available to limit the resulting data, and grouping and sorting options are available to customize result display.

When to use

You want to return a list of client-level detail, such as address information, for clients that have received services based on a certain criteria, such as a given date range or from a certain provider or service. Display options give the flexibility to show or hide additional levels of details for consumers, services, and providers.

Service Delivery Consumer Mailing Label

A variation of the Consumer Mailing Label Report (see above), with additional filtering available to limit results based on service delivery data entered.

When to use

You want to return a list of mailing labels but want to filter by service deliveries entered, such as consumers that have received services in a certain date range or from a certain provider or service.

Service Delivery Export Report

A report which exports service data in formatted columns so it can be easily manipulated in MS Excel without any need for reformatting.

When to use

You want to export service delivery data to create your own custom-formatted report using MS Excel.

Service Delivery Profile – Cross Tab

A cross-tab report displaying distinct consumer counts and units of service. Report options allow for the selection of the row and column to use in the resulting report and extensive filtering options are available to limit the resulting data.

When to use

You want to see a list of consumer counts and service units, but want the flexibility to compare the results by different options for a row and column cross-tab. An example would be if you wanted to show the gender of the clients served by provider, thus selecting Gender as the column and Provider as the row. Additional filters can be added to limit results such as a service date range or to select certain providers or services.

Service Demographics

A statistical report that displays counts of characteristics, services, and meal data for consumers served in a specified fiscal period. Extensive filtering options are available to limit the resulting data.

When to use

As a state or agency administrator, you want to see a breakdown of consumers served by characteristics. The report will have result pages based on the grouping option selected.

Service Suspension Report

A report of consumers and suspended services, not specifically tied to care plan services. Extensive filtering options are available to limit the resulting data.

When to use

You want to see a list of consumers with service suspensions for a specific date range and include the reason for the service suspension.

Topic Profile – Outcome Chart

A statistical report that creates a pie chart showing the percentages of outcomes for topics entered in service deliveries as well as a listing of the outcomes and associated times. Extensive filtering options are available to limit the resulting data.



APPENDIX F: Support Capabilities and Processes

WellSky is pleased to provide a copy of *WellSky Aging and Disability Support Capabilities and Processes* on the pages following. Page Numbering is non-sequential.



Software for Realizing Care's Potential

WellSky Aging and Disability Support Capabilities and Procedures

11711 W. 79th Street
Lenexa, KS 66214

855.WELLSKY
wellsky.com





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WellSky Customer Support Case Level Agreement (SLA)

The WellSky Support SLA guidelines are based on support case priority levels which are driven by business impact to the WellSky user community, and provide guidance to the Customer Support team with regard to response and resolution timeframes.

Support Case Priority Tracking and Response Guidelines

The priority level of a support case is determined, based on the business impact to the user community, or affected users and groups. After setting the support case priority, automated triggers and reporting from the WellSky case tracking system become available to WellSky Support Team and management on each case entered into the WellSky Customer Relationship Management system. The case priority tracking levels, their definition, and guidelines for response and resolution can be found in the table below.

Priority Level	Priority Level Description	Initial Response Timeframe	Case Resolution Timeframe	Alternate Disposition
Medium	Low business impact, minor operational issue or question, product or operational questions, product issue which a reasonable workaround exist, training questions, or enhancement suggestion; resolution not required for continuity of customer's operation	Within 1 Day during operating hours	Varies based on request; generally within two weeks	"Resolution" may actually mean escalation to most appropriate resource from other teams including Product Management, IT, etc.
High	One or more features do not seem to be working as designed; workarounds may be available, timely resolution will prevent manual process or lost business value.	Within 4 hours during operating hours	Varies based on root cause; generally within 10 calendar days	Escalation to technical teams may take place behind the scenes, but Support owns driving resolution and customer updates
Urgent	Urgent business impact, solution is not functioning at an acceptable level for the majority of users; customer's operation is being seriously impacted, OR may refer to a request where resolution is key to a business critical time-sensitive task. Session Disconnects may be included in this category.	Within 2 hours during operating hours	Varies based on root cause; Within one week or sooner (as negotiated upon ticket opening based on circumstances at the customer site and within WellSky)	Multidisciplinary team is investigating and resolving issue from earliest identification, but Support owns driving resolution and customer updates If custom development is required, the request may be turned over to the Professional Services Team to be scoped & managed.



Critical	Mission Critical Business Impact, solution is completely unavailable or unresponsive; the customer's operation is severely impacted.	Within 1 hour during operating hours	Varies based on root cause; resolution target within four to six business hours	Multidisciplinary team is investigating and resolving; may include external vendors as needed; incident managed by members of Executive Team
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- * If multiple customers are impacted, mass communication will be sent in lieu of individual responses.
- ** Resolution timeframe commitment does not apply to support cases associated with defects or enhancement requests. Note: The final case resolution time also may vary based upon customer response time to required customer actions.
- *** These are "guidelines" for case SLA performance, and response may vary on a case-by-case basis. Guidelines are subject to change over time.

WellSky Internal SLA Monitoring/Reporting Tool

The WellSky CRM system is equipped with automation to provide support case SLA alerts and monitoring to the WellSky Support Team. Real time information of SLA parameters is provided throughout the support case life cycle. For each support case that has been reported to a WellSky Technical Support member and entered into the WellSky Support CRM system, SLA alerts and monitoring are available to the WellSky Support Team.

Response Time

To help track adherence to cases, each case is assigned milestones that are hard coded in the case based on the initial report of the support case. Each milestone has logic to meet the SLA.

Logic:

The screenshot shows the WellSky CRM interface for a 'Standard Support' entitlement. Below the entitlement details, there is a 'Milestones' table with the following data:

Case	Description	Logic	Milestones To Complete	Milestones
Harmony_CSP (Resolution Critical)	Within 1 hour during operating hours	Case: Open Request Type equals MIS - Customer Support Case AND Case: First Reply equals Critical AND Case: Type not equal to Feature Request	10	10
Harmony_Resolution Team Critical Cases	Varies based on root cause, resolution target within four to six business hours	Case: Open Request Type equals MIS - Customer Support Case AND Case: Category equals Critical AND Case: Type not equal to Feature Request	304	304
Harmony_CSP (Resolution Critical) Cases	Within 2 hours during operating hours	Case: Open Request Type equals MIS - Customer Support Case AND Case: Category equals Critical AND Case: Type not equal to Feature Request	100	100
Harmony_Resolution Team Critical Cases	Varies based on root cause, within one week or sooner (as negotiated upon initial opening based on circumstances of the customer site and within Harmony)	Case: Open Request Type equals MIS - Customer Support Case AND Case: Category equals Critical AND Case: Type not equal to Feature Request	70,000	70,000
Harmony_Resolution Team High Priority	Varies based on root cause, generally within 10 calendar days	Case: Open Request Type equals MIS - Customer Support Case AND Case: Category equals High Priority AND Case: Type not equal to Feature Request	31,450	31,450
Harmony_Resolution Team Medium Priority	Within 1 day during operating hours	Case: Open Request Type equals MIS - Customer Support Case AND Case: Category equals Medium Priority AND Case: Type not equal to Feature Request	1,410	1,410
Harmony_Resolution Team Medium Priority	Varies based on request, generally within two weeks	Case: Open Request Type equals MIS - Customer Support Case AND Case: Category equals Medium Priority AND Case: Type not equal to Feature Request	20,000	20,000
Harmony_Resolution Team Customer Request	Request or Follow Up Case: Within 1 hour during operating hours	Case: Open Request Type equals MIS - Customer Support Case AND Case: Category equals Customer Request AND Case: Type not equal to Feature Request	50	50
Harmony_Resolution Team Call Log Request	Follow up request: Within 15 minutes of initial response	Case: Open Request Type equals MIS - Customer Support Case AND Case: Category equals Call Request AND Case: Type not equal to Feature Request	75	75

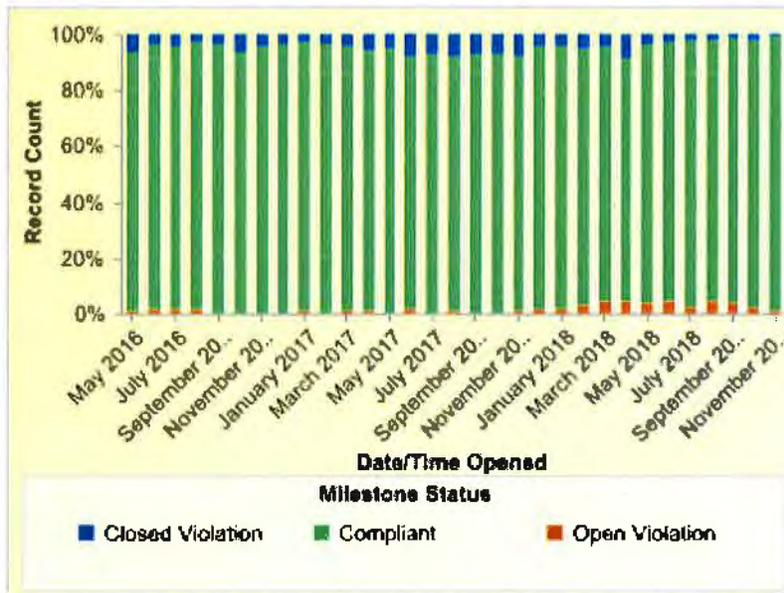
These milestones are applied on each case and reviewed by the support team and have count down time remaining alerts.



Case Milestones							Clear Milestones	
Acct	Name	Start Date	Target Time	Target Response (hours)	Time Remaining (hours:Min)	Completion Date	Position	Completed
EM	Members/Call Resolves - Member/Field	11/14/2018 9:39 AM	11/15/2018 3:33 PM	24	00:00	11/16/2018 10:01 AM		✓
LE	Members/Resolves From Member/Field	11/14/2018 9:39 AM	12/11/2018 3:33 PM	270	00:00	11/16/2018 10:01 AM		✓

Response Time Statistics

SLA - Trend (Aging)



The WellSky support team averages a monthly 95% Support Case Level Agreement compliance rate.

Open Support Case SLA Dashboard

The Case Milestones provide up-to-the-moment feedback to the TECHNICAL SUPPORT MEMBER regarding adherence to response and resolution times for cases to which they are assigned. A support management dashboard provides real-time visibility into cases across the support team.

The dashboard notes the Incident Date/Time, and calculates the response and resolution timeframes based upon the case priority as outlined in the Priority Tracking and Response Guidelines. Visual indicators promote efficiency with case and issue management feedback based on the combination of the support case priority and the age of the support case. The WellSky Support TECHNICAL SUPPORT MEMBERS and management are trained to use the dashboard as a tool to manage their caseloads within adherence to the SLA guidelines.



Protocol for Accessing WellSky Support

The WellSky Customer Support team is purposed to ensure successful use of the WellSky products and the WellSky Solution, with dedication to providing outstanding product support to customers. WellSky's support team provides telephone, email, and Internet-based support. All customer inquiries are logged as cases in WellSky's Support Center CRM system and assigned unique identification numbers for tracking.

The WellSky Customer Support Team includes experienced TECHNICAL SUPPORT MEMBERS with extensive technical expertise and ongoing training in all WellSky applications and Long Term Care business processes. The WellSky TECHNICAL SUPPORT MEMBERS focus on responding to customers' support needs quickly and accurately, with the goal of consistently exceeding customers' expectations.

WellSky's support plan provides the ability for system administrators to submit support cases through several methods: the online WellSky Customer Portal, by telephone, or by email for WellSky Customer Support assistance during standard business hours. Administrators may also submit support cases through these methods 24x7 outside of business hours, and the WellSky Support Team will follow-up during normal business hours. The support organization is dedicated to provide help in many areas, such as answering user questions, logging system enhancement requests, handling patch and update notifications, and providing assistance in troubleshooting problems.

WellSky Customer Support Hours of Operation

WellSky Customer Support is open Monday – Friday, 8 AM – 9 PM ET

Contact and Case Creation Methods

The support team business processes and data recording utilize the support case record. All assistance provided is recorded in the case as it is tracked through the various stages to completion. WellSky advises customers to always create a support case whenever a response is needed from WellSky Customer Support.

WellSky offers three methodologies to create support cases:

1. WellSky Customer Support Portal - <https://portals.force.com/mediware/>
2. Email – customersupport@wellsky.com
3. Phone Support - 1-800-318-7260

WellSky Customer Support Portal

The WellSky Customer Portal is an automated solution for system administrators to manage support tickets. The portal provides system administrators an online tool to create and manage cases with the WellSky Customer Support team. WellSky Customer Support uses customer information provided through the portal to understand and effectively respond to customer needs, streamline and simplify support efforts, improve customer satisfaction, and improve abilities to manage WellSky support requests in a timely and effective manner. Through the portal, system administrators have around-the-clock access to real-time status of their submitted support cases.



Email: customersupport@wellsky.com

Sending an email to the WellSky Support Team email address will automatically generate a support case in the CRM system. Users may email WellSky at any time at customersupport@wellsky.com and the WellSky Customer Support Team will communicate with the customer through the case record. Users will receive a response in their inbox and may reply via the email thread throughout the support case life cycle. All email activity is stored within the case record.

Phone: 1-800-318-7260 (toll-free)

WellSky provides toll-free telephone-based support to customers, recognizing that not all incidents are easily communicated by online case entry alone. Phone support is suggested for situations where customers have difficulty articulating a need via the Customer Portal or if they need to speak directly to a support representative during business hours. WellSky technical support members answer incoming calls as designated in a queue to facilitate user responsiveness.

Remote Session Sharing Tools

WellSky also provides a collaborative, web-based access tool to allow sharing of desktops between technical support members and users during phone conversations. This ability to demonstrate and view enables WellSky to provide an interactive support experience that further contributes to an interactive customer experience. In addition to walking through illustrative examples and results of their analyses, the support team can use the tool to shadow customer user sessions to further understand the question or problem under consideration. This tool enables the support team to:

- Accelerate diagnosis and problem solving.
- Troubleshoot issue on customer hardware and solutions when needed.
- Provide real-time analysis while a problem is occurring.
- Demonstrate product features when appropriate.

After Hours Case Submission Support

The WellSky Customer Support Portal, email support, and phone-based case reporting (to voice message) are all available methods to log cases after hours. 24 x 7, Customers can use the portal to report/view support cases, and may report cases via the portal, email, and phone methodologies. WellSky Customer Support will follow-up on cases submitted after-hours during normal business hours.

WellSky also has 24/7 monitoring of the entire hosting infrastructure and responds to critical alerts after hours. Typically, if a customer were to encounter a critical hosting issue, WellSky would already be aware and have begun to isolate, troubleshoot and resolve. Our 1-800 phone system also provides 24x7 live operator monitoring. If our support team is unable to answer the phone, the call will be forwarded to a live operator to quickly document and triage the scenario and create a support ticket for review by the support team.



Customer Client Side Support Model

Through extensive experience in implementation of enterprise software solutions, WellSky has gained insight into best-practices for support models that provide efficient and effective support. The Client Side Support Model (CSSM) is critical for enterprise solutions for the following reasons:

- **Visibility:** The CSSM gives administrators and key stakeholders at the enterprise level much-needed visibility into what is happening with system and reported cases. The model allows users at the state level to become more familiar with how the software and the user community are performing.
- **Subject Matter Expertise:** The CSSM promotes effectiveness by developing subject matter experts (SMEs) and power users at various levels of the support matrix.
- **Leveraging existing and natural relationships:** There is already a living and breathing culture within the organization and user base. Within that culture, working relationships have formed. The CSSM draws upon and reinforces those working relationships.
- **Reinforcing data confidentiality:** In an era where information and data security is paramount, the CSSM works under HIPPA compliance best practices. Sharing of information about an individual consumer is done within the scope of who needs to know and is authorized to know. While Business Associates Agreements are in place with WellSky as the vendor, the use of the CSSM is an added layer for ensuring best practices for data privacy and security.
- **Scalability:** The CSSM provides a support structure that enables easy scalability and prevents the need for added administration/overhead. Because the expertise is cultivated within the user network, the need to have more representation/assistance in the state office is reduced.

Client Side Support Model (CSSM)

Building on the customer's contribution to the system requirements, setup, testing, and training over the course of the implementation project, the customer—in the capacity of system administration and user guidance—has a stewardship responsibility to manage and promote the health and quality of the solution through data entry quality initiatives, user provisioning/security management practices, and ongoing user training and support.

The CSSM uses a layered structure of support within the organization to maximize the efficiency and effectiveness of the support provided to system administrators, power users, and end users. The CSSM relies upon a supporting network of users providing initial triage and resolution on training and user issues before escalation to System Administrators or WellSky Customer Support.

Client Side Support Model Purpose

The purpose of the CSSM is to ensure that each end user of the WellSky application receives the highest quality of support possible. The methodology of the CSSM helps provide this high standard of support in two ways.

First, the CSSM is designed to protect sensitive client data. WellSky authorizes a team of primary points of contact (POCs) with each client. These POCs are responsible for communications with the WellSky



Customer Support department. The POCs will be the system administrators and power users. This allows WellSky's technical support members—who are themselves bound by and trained on HIPAA—to discuss HIPAA-related information, license and maintenance agreement details, and software-related information with a smaller number of knowledgeable representatives of each client organization, rather than individual end users. This helps reduce barriers to support and ensure best practices for data privacy and security. This also helps ensure both the system administrators and the technical support members are aware and able to enforce unique business processes.

The second benefit of the CSSM is that it ensures that each organizational unit within the solution user base can provide tiered support to their end users. This support should be provided by system administrators and business unit power users. This helps system administrators and power user to be aware of issues that impact their users so that training material and/or educational services can be developed to better prepare all users when needed. The tiered support model, and assistance of system administrators and power users, will allow WellSky's Customer Support department to effectively team with you to triage problems quickly and efficiently. The network of support within the customer's user organization combines software solution knowledge and business practices knowledge, which helps speed the triage process and problem resolution, and communications with end users.

Customer Responsibilities

Under the CSSM, the customer is responsible for providing program and business knowledge support to their end users. Additional support provided on this level within should be focused on day-to-day WellSky application support. Issues that can occur with end users' machines and/or network connectivity are more appropriately handled by support.

The customer is responsible for creating and maintaining a tiered support model charged with identifying and escalating issues to the WellSky Customer Support team. This model scales easily based on the size and unique needs of the customer user base.

The first level of support should be provided by power users, who are designated personnel within various offices or remote offices that can provide immediate assistance to end users. This type of support should focus on how-to-type questions and initial triage of issues that are reported to ensure they are not training related, or easily resolved with by a subject matter expert.

The second level of support should be provided by system administrators, who are designated personnel, responsible for providing support to solution end users and power users alike. This type of support should focus on application maintenance information sharing, acceptance testing of system changes, and detailed evaluation of reported issues. Additional responsibilities of system administrators include creating support cases with WellSky Customer Support, application configuration, and maintaining regular communications with WellSky Customer Support.

The system administrators should implement a method to track the issues that are reported internally by power and end users. This will enable a simple and proven method to ensure all issues are afforded proper attention and can be tracked for various Key Performance Indicators.



System Administrator Job Description

Each customer will have a System Administration Team that includes representatives from various program areas and job classifications. This team will make decisions to ensure that the application is optimally configured. One or more members will be designated as the System Administrator who will be trained to configure the product based on decisions made by the System Administration Team. The System Administrator will have access to all data and areas of the application that may contain sensitive information.

The WellSky application can be used by multiple departments. It's important to have:

- The client-side support model
- An internal steering committee to address changes

Time Commitment

The amount of time spent on tasks to maintain the application varies according to the number of users and complexity of the configuration. Agency business processes must also be considered. Typically, an organization with more than 50 users and multiple program workflows requires at least 4 hours FTE dedicated to support and administration of the application.

System Administrator Responsibilities

The System Administrator is expected to complete the following tasks:

Attend a System Administrator course for the purchased product.	Videos are available; please reach out to our sales team for a quote.
Create and maintain global configuration dropdown lists.	Lists include Town, City, Zip, County, users, permissions, access roles and other areas of the application.
Implement a standard change process and document changes to the production and test environments. This information can be used when contacting Customer Support for assistance.	Update the BA (Business Analysis) document Update the Specifications and User Acceptance Testing (UAT) workflows document
Validate and approve changes to the software.	First, verify changes in the test environment. After the changes have been approved, test them in the production environment.
Establish/Maintain User Accounts.	Change user security settings as needed and promptly deactivate user accounts when an employee is terminated.
Edit values that are displayed in drop-down menus.	Include items needed by the application.
Establish/Maintain Service Codes & Unit Types	Include items needed by the application.
Establish/Maintain Assessments	Include items needed by the application.
Establish/Maintain Workflow Triggers	Include items needed by the application.



Establish/Maintain Treatment Plan Data Set

Designate and train local power users who are responsible for Level 1 support for the agency. Provide Level 2 support to users.

Implement internal issue tracking procedures.

Implement a monthly training program.

If System Administrator changes, notify WellSky Customer Support.

Periodically run reports to review new needs, goals, objectives and service activities for possible inclusion into your data set.

Power users can ensure quick resolution for minor issues, especially in satellite offices. Compile support issues for communication to WellSky.

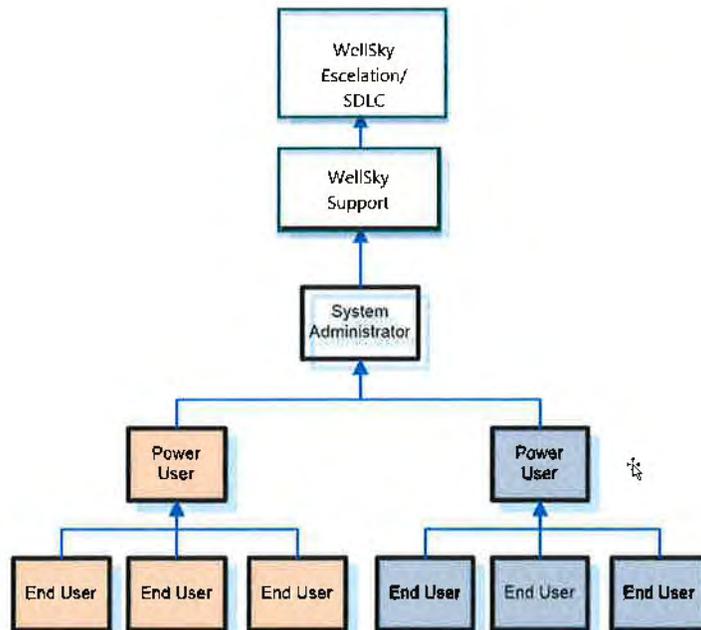
Organizational issues are tracked and cross-referenced to the WellSky Support Center incidents.

For employees to learn new processes and have a place to have their questions answered.

Customer Support will assist with the transition to ensure success for the new System Administrator.

Client Side Support Model Graph

The Client Side Support Model (CSSM) shown below is a graphical representation of the tiered support structure, which can be scaled based on the size of the customer user base to reach the desired result of streamlined and effective support. This model has been implemented many WellSky customers and has proven effective.





Solution Support Protocol

The customer will be setting up the CSSM tiered support structure and communicating details about the model and how it operates with WellSky Customer Support. We will jointly identify key points of contact and provide access to the WellSky Customer Support Portal to designated individuals. Below is an example of how the support protocol and CSSM roles may be implemented.

Support Request Types

Solution System Administrators will triage the support request to determine the type of request from the following options:

1. Access: User login, password reset, or user provisioning issue/request
2. How-To: User knowledge, training, or business process question
3. Configuration: Configuration task/request
4. Defect: Application functionality issue
5. IT Issue: Workstation, profile or network issue

1.1.1 Points of Contact

We will work with the customer to determine who will act as POCs for the following roles:

System Administrator(s)

Email:

Phone:

1.1.2 Solution Power Users

When users experience issues with the Solution, and following the support documentation does not resolve the issue, they should contact a designated power user within their business unit (who may also be their respective supervisor or unit trainer) to request assistance. That power user will serve as the first tier of support and will answer how-to questions and redirect users to Support IT for IT issues. Business Unit Power Users will be listed below:

<u>Business/Agency Unit</u>	<u>Power User</u>
Business Unit 1	Power User(s) for Business Unit 1
Business Unit 2	Power User(s) for Business Unit 2

1.1.3 Solution System Administrators

1. If the power users are unable to resolve issues, they will then contact the System Administrators by submitting a request for support via a process to be determined by the client.

1.1.4 WellSky Customer Support

1. If the System Administrators determine an issue to be an issue needing WellSky Customer Support assistance, they will escalate to WellSky Customer Support for consultation on the best course of action to provide assistance or resolve the issue.



Ongoing Support

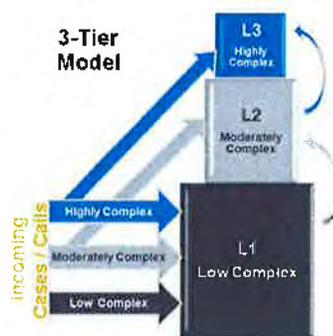
WellSky Customer Support uses a three-tiered support structure that maximizes efficiencies, speeds response, and aligns the right skillset for the case topic being reported. The CSSM team along with the WellSky Support team will manage issues with increasing efficacy over time. The main contact methodology outlined in the Protocol for Accessing Support involves submitting support cases through the WellSky Customer Portal. The first point of contact will be Tier 1 support within the WellSky support organization. Tier 1 has the ability to manage incoming cases for triage and resolution and provides immediate access to the Tier 2 and Tier 3 within WellSky.

Customer Support Systems and Tools

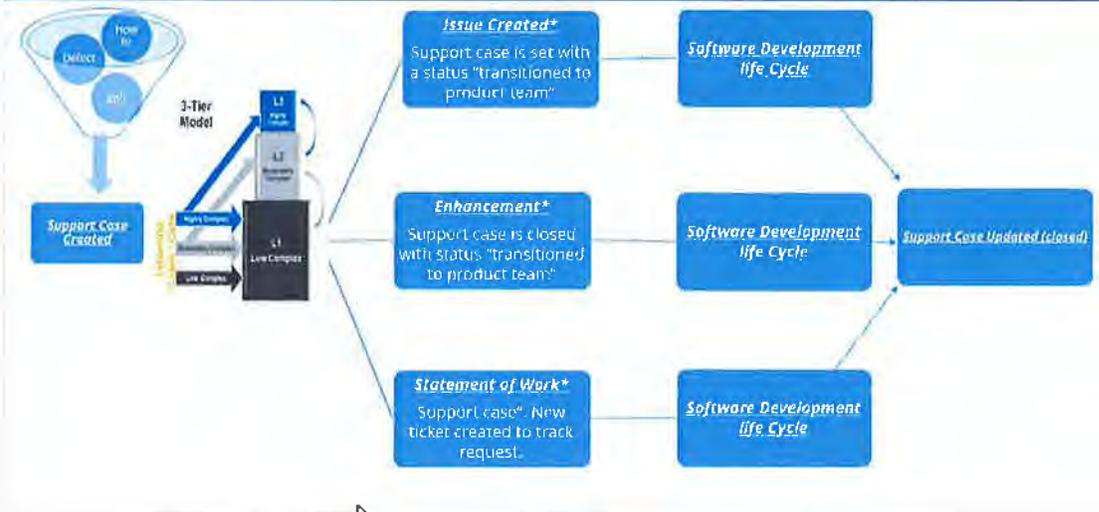
WellSky utilizes the following systems and tools to deliver, manage, and track customer support services and follow up tasks:

- **CRM System:** WellSky uses the NetSuite application platform for tracking:
 - Support cases, defects, and enhancements
 - SLA adherence scripts
 - Customer case communications
 - Case management and alerts
 - Support operational metrics
- **WellSky Customer Portal:** The WellSky Customer Portal provides a streamlined web application user interface to the CRM system for customer access to support cases.
- **Automatic Call Distribution (ACD) Phone System:** WellSky uses the Broadworks ACD system for call routing, queue assignments, voice prompts, skill set routing, phone metrics, and other ACD functions.
- **IT and Development Task Management System:** WellSky uses the JIRA application for internal tracking of tasks related to hosting services and development projects.

WellSky Customer Support Tiered Structure



Support Life Cycle



Tier 1 Support

- Support requests funnel up through the Client Side Support Model.
- An system administrator submits a support request as a support case through the portal or an email or phone call to WellSky support.
- A WellSky technical support members works with the system administrator to troubleshoot the case, which involves assessing the case complexity to determine need for escalation.
- The WellSky technical support member will resolve the case, which may include escalation. When a case is escalated, case resolution does not necessarily imply that a software fix or enhancement has been applied to the production site.

Tier 2 Support

- Tier 1 analysts will escalate to Tier 2 as needed, but Tier 2 analysts may also select cases for escalation.
- Cases may be escalated based on or more of the following factors:
 - Severity: The extent of impact to production system functionality
 - Priority: The level of business significance of affected feature or process
 - Complexity: The complexity of the issue conditions. Tier 2 team responsibilities include finding cases that are complex based upon the product or module and assigning themselves as a technical analyst to aide in case resolution. This may include how-to or issue cases.
 - Duration or Lack of Progress: WellSky Tier 2 dashboards and reporting are established to identify cases that are at-risk of missing deadlines. Where at-risk cases appear, Tier 2 is tasked to assist in case resolution as a technical analyst.



- Tier 2 will either resolve the case or escalate it to Tier 3 through the creation of an "Issue" record. When a case is escalated to an Issue, this typically indicates the need for either a software update to address a defect or enhancement or an IT task to apply a hosting service or infrastructure configuration modification.

Tier 3 Support

Tier 3 responsibilities include:

- Re-produce and qualify defect issues and Submit Issues records when appropriate
- Liaise with WellSky Quality Assurance, Development and Product Management Teams when case resolution requires application development to deliver defect fixes or enhancements
- Perform an additional layer of quality assurance testing of resolved issues prior to delivery
- Communicate with the team to coordinate defect fix and enhancement delivery
- Coach and mentor Tier 1 analysts

Customer Requested Escalation

In addition to issue escalation initiated by WellSky support team, the team can request an issue be escalated to WellSky Support Management or WellSky TECHNICAL SUPPORT MEMBER. Escalation notification goes to the Technical Support Manager of Customer Support, then to the VP of Customer Success, and finally to the General Manager, if warranted.

Post Go-Live Support

- Direct Support: WellSky TECHNICAL SUPPORT MEMBERS will provide WellSky product support on application questions, issues and enhancements.
- Escalation: WellSky TECHNICAL SUPPORT MEMBERS or WellSky Support Management will be escalation points of contacts for escalated issues, questions or suggestions related to support for application functionality that has been deployed to production.

Location of Call Center

The WellSky customer support team is located throughout the United States. Most of the Aging and Disability support team is in Williston, Vermont. WellSky is committed to using technology and tools that allow our support team members to provide support where needed, when needed, with only a need to access to an internet connection and access to our SaaS Support tools.