

3880 Salem Lake Dr. Suite A Long Grove, IL 60047 (888) 321-1225

> RFP 110145 03 Medicaid School-Based Claiming, **RMTS, and Cost Settlement TECHNICAL PROPOSAL**

Prepared for:

DHHS- Central Procurement Services PO Box 94926 Lincoln, NE 68509

Attention:

Holly Glasgow Jennifer Crouse

Due: Wednesday, December 15, 2021





Table of Contents

Cover Letter	5
Form A Contractor Proposal Point of Contact Form	8
Form B Request for Proposal for Contractual Services Form	10
Completed Sections II through VI	12
Section II - Terms and Conditions	13
A. General	14
B. Notification	
C. Notice (POC)	
D. Governing Law (Statutory)	
E. Beginning of Work	
F. Amendment	
H. Vendor Performance Report(s)	
I. Notice of Potential Contractor Breach	
J. Breach	
K. Non-Waiver of Breach	
L. Severability	
M. Indemnification	
N. Attorney's Fees	20
O. Liquidated Damages	20
P. Assignment, Sale, or Merger	
Q. Contracting with Other Nebraska Political Sub-Divisions of the State of Another State	
R. Force Majeure	
S. Confidentiality	
T. Office of Public Counsel (Statutory)	
U. Long-Term Care Ombudsman (Statutory) V. Early Termination	
W. Contract Closeout.	
Section III - Contractor Duties	
A. Independent Contractor / Obligation	
B. Employee Work Eligibility Status	26
C. Compliance with Civil Rights Laws and Equal Opportunity Employment/ Nondiscrimination (Statutory)	26
D. Cooperation with Other Contractors	
E. Permits, Regulations, Laws	
F. Ownership of Information and Data / Deliverables	
G. Insurance Requirements	
H. Notice of Potential Contractor Breach	
I. Antitrust	
J. Conflict of Interest	32
K. State Property	
L. Site Rules and Regulations	
M. Advertising	
N. Nebraska Technology Access Standards (Statutory)	22



O. Disaster Recovery/Back Up Plan	34
P. Drug Plan	
Q. Warranty	34
Section IV - Payment	
A. Prohibition Against Advance Payment (Statutory)	
B. Taxes (Statutory)	
C. Invoices D. Inspection and Approval	
E. Payment (Statutory)	
F. Late Payment (Statutory)	36
G. Subject to Funding/Funding Out Clause for Loss of Appropriations (Statutory)	
H. Right to Audit (First Paragraph is Statutory)	37
Section V - Project Description and Scope of Work	
A. Project Overview	
B. Project Environment	
D. Reporting Requirements	
E. Audit Requirements	
F. Project Planning and Management	
G. Implementation and End of Contract	
H. Contractor Communication I. Contractor Support	
1. Contractor Support	113
Section VI: Corporate Overview	124
Introduction	125
A. Contractor Identification and Information	127
B. Financial Statements	128
C. Change of Ownership	
D. Office Location	
E. Relationships with the State	
F. Contractor's Employee Relations to the State	133
G. Contract Performance	
H. Summary of Contractor's Corporate Experience	
Summary Matrix of Corporate Experience	
Detailed Narrative Project Descriptions	
I. Summary of Contractor's Personnel/Management Approach	141
Fairbanks Personnel/Management Approach	
The Proposed Project Team	
Resumes of Project Staff	144
J. Subcontractors	159
Attachment 3: Requirements Matrix	160
Proiect Requirements	161



Auditing Requirements	162
Reporting Requirements	163
Project Planning and Management Requirements	163
Implementation and End of Contract	165
Contractor Communication	167
Contractor Support	167
Appendices	174
Appendix A Draft Quarterly Project Work Plan	175
Appendix B Sample Training Materials	178
Appendix C Financial Statements	219
Appendix D Sample Reports	221



Cover Letter



December 15, 2021

Holly Glasgow/Jennifer Crouse DHHS - Central Procurement Services PO BOX 94926 Lincoln. NE 68509

Re: RFP 110145 O3

Dear Ms. Glasgow and Ms. Crouse:

On behalf of Fairbanks LLC, I am pleased to submit the enclosed response to the above referenced Request for Proposal (RFP) for Random Moment Time Study (RMTS), Nebraska Medicaid Administrative Claim (NEBMAC) and Cost Reporting services for the Medicaid in Public Schools (MIPS).

Fairbanks differentiates itself from our competitors as the preeminent and most respected school-based Medicaid claiming vendor in the country. We have earned this reputation by being singularly focused on providing superior school-based Medicaid programs on a national basis and providing project teams that consistently exceed our clients' expectations. Our response includes a dedicated project team that brings over 20 years of experience, state-of-the-art software that has been reviewed by CMS, and a proven program methodology that has resulted in no claim recoupments by any of our clients.

Fairbanks has worked in partnership with DHHS and Nebraska school districts in the provision of school-based claiming services for over 15 years. In 2017, DHHS awarded Fairbanks the contract for statewide services and since that time we have been successfully providing the services outlined in this RFP. Because of our history and partnership with DHHS, we are uniquely positioned to continue this scope of work without additional implementation or disruptive transition to school districts or DHHS. Fairbanks is committed to continuing to meet or exceed the requirements set forth in this Request for Proposal. The Fairbanks team has extensive qualifications and experience both nationally and in Nebraska in successfully providing the services requested in this RFP. We are singularly qualified to continue supporting DHHS in administering its Medicaid Administrative Claim (NEBMAC) and Cost Reporting services for Medicaid in Public Schools (MIPS).

We hereby acknowledge that Fairbanks LLC has received any and all amendments to the RFP, including Addendum One, Questions and Answers. Fairbanks LLC currently has a contract with DHHS whose Terms and Conditions govern its current scope of work. Since we have previously accepted the terms and conditions that are included in the contract currently in effect, we are not including any proposed additional Terms and Conditions at this time.

The provided Cost Proposal contains a price that was independently arrived at without collusion, consultation, communication, or agreement as to any matter relating to such prices with any other Bidder or with any competitor. Despite the increased cost of providing these services given the current business environment and economic trends, Fairbanks is lowering our price in the spirit of demonstrating our commitment to this project and the value we place in DHHS as a client.



Fairbanks LLC is properly authorized under the laws of the State of Nebraska to conduct business in the state and will remain in good standing for the duration of any awarded contract resulting from this Solicitation.

The individual whose contact information is listed below is a Principal of Fairbanks LLC, has worked in coordination with the State of Nebraska since 2004, and will continue to serve as the point of contact person for the day-to-day operations.

Lisa Carnes Principal Fairbanks LLC 3880 Salem Lake Dr, Suite A Long Grove, IL 60047

Phone: (847) 226-3131 Fax: (312) 264-5590

Email: lcarnes@fairbanksllc.com Website: www.fairbanksllc.com

Ms. Carnes may also be contacted for any clarifications or explanations regarding the enclosed proposal including the cost proposal or the scheduling of oral presentations.

The Fairbanks team has significant qualifications and experience providing these same services for the State of Nebraska that demonstrate our ability to successfully maintain and monitor this project while providing outstanding client service to the Department and all of the project's stakeholders

We appreciate the opportunity to respond to this RFP and look forward to working with the State of Nebraska and all of the participating service providers. Please contact me at (847) 226-3131 or by email at lcarnes@fairbanksllc.com should you have any questions regarding our response or desire any additional information.

Respectfully submitted,

Lisa B. Carnes

Principal



Form A Contractor Proposal Point of Contact Form



Form A Contractor Proposal Point of Contact Request for Proposal Number 110145 03

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

Preparation of Response Contact Information		
Contractor Name:	Fairbanks LLC	
Contractor Address:	3380 Salem Lake Dr. Suite A Long Grove, IL 60047	
Contact Person & Title:	Lisa Carnes, Principal	
E-mail Address:	lcarnes@fairbanksllc.com	
Telephone Number (Office):	(312) 450-6382	
Telephone Number (Cellular):	(847) 226-3131	
Fax Number:	(312) 264-5590	

Each contractor should also designate a specific contact person who will be responsible for responding to the State if any clarifications of the contractor'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		
Contractor Name:	Fairbanks LLC	
Contractor Address:	3380 Salem Lake Dr. Suite A Long Grove, IL 60047	
Contact Person & Title:	Lisa Carnes, Principal	
E-mail Address:	lcarnes@fairbanksllc.com	
Telephone Number (Office):	(312) 450-6382	
Telephone Number (Cellular):	(847) 226-3131	
Fax Number:	(312) 264-5590	



Form B Request for Proposal for Contractual Services Form



CONTRACTOR MUST COMPLETE THE FOLLOWING

By signing this Request for Proposal for Contractual Services form, the contractor guarantees compliance with the procedures stated in this Solicitation, and agrees to the terms and conditions unless otherwise indicated in writing and certifies that contractor 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

____ 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 LECTRONICALLY)

FIRM:	Fairbanks LLC
COMPLETE ADDRESS:	3880 Salem Lake Dr. Suite A
TELEPHONE NUMBER:	888-321-1225
FAX NUMBER:	312-264-5590
DATE:	12/15/2021
SIGNATURE:	130
TYPED NAME & TITLE OF SIGNER:	Lisa B. Carnes, Principal



Completed Sections II through VI



Section II - Terms and Conditions

II. TERMS AND CONDITIONS

Contractors should complete Sections II through VI as part of their proposal. Contractor is expected to read the Terms and Conditions and should initial either accept, reject, or reject and provide alternative language for each clause. The contractor should also provide an explanation of why the contractor rejected the clause or rejected the clause and provided alternate language. By signing the solicitation, contractor 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 contractor fail to agree on the final Terms and Conditions, the State reserves the right to reject the proposal. The State of Nebraska is soliciting proposals in response to this solicitation. The State of Nebraska reserves the right to reject proposals that attempt to substitute the contractor's commercial contracts and/or documents for this solicitation.

The contractors should submit with their proposal any license, user agreement, service level agreement, or similar documents that the contractor wants incorporated in the Contract. The State will not consider incorporation of any document not submitted with the contractor'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.
- ✓ Fairbanks is committed to meeting or exceeding every requirement set forth
 for this project in the RFP. We hereby acknowledge that Fairbanks LLC has
 received and reviewed all Terms and Conditions, Contractor Duties, and
 Payment included with RFP 110145 O3.
- ✓ Pursuant to the Requirements set forth in the RFP Section II, III, and IV, Fairbanks is including the full list of Terms and Conditions, Contractor Duties, and Payment along with a binding signature of intent to comply for each item.
- ✓ Exceptions or suggested minor language changes are included to Section III Contractor Duties, F. Ownership of Information and Data/ Deliverables.



A. General

A. GENERAL

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

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

- Request for Proposal and Addenda;
- Amendments to the solicitation;
- Questions and Answers;
- Contractor's proposal (Solicitation 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 solicitation and anyQuestions and Answers, 4) the original solicitation 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

B. NOTIFICATION

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

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

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

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



C. Notice (POC)

C. NOTICE (POC)

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

D. Governing Law (Statutory)

C. NOTICE (POC)

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

E. Beginning of Work

E. BEGINNING OF WORK

The contractor 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.

F. Amendment

F. AMENDMENT

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



G. Change Orders or Substitutions

G. CHANGE ORDERS OR SUBSTITUTIONS

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

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

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

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

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

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

H. Vendor Performance Report(s)

H. VENDOR PERFORMANCE REPORT(S)

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

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



I. Notice of Potential Contractor Breach

I. NOTICE OF POTENTIAL CONTRACTOR BREACH

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

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

J. Breach

J. BREACH

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

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 responsiblefor any excess cost occasioned thereby. OR In case of breach by the Contractor, the State may, without unreasonable delay, make a good faith effort to make a reasonable purchase or contract to purchased goods in substitution of those due from the contractor. The State may recover from the Contractor as damages the difference between the costs of covering the breach. Notwithstanding any clause to the contrary, the State may also recover the contract price together with any incidental or consequential damages defined in UCC Section 2- 715, but less expenses saved in consequence of Contractor's breach

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



K. Non-Waiver of Breach

K. N	ION-WAIVE	ER OF BREACH	
Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
LBC			

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

L. Severability

Accept (Initial) Reject & Provide Alternative within Solicitation Response (Initial) LBC Reject & Provide Alternative within Solicitation Response (Initial)

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



M. Indemnification

M. INDEMNIFICATION

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

GENERAL

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

2. INTELLECTUAL PROPERTY (Optional)

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

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

3. PERSONNEL

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

4. SELF-INSURANCE

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

5. ALL REMEDIES AT LAW

Nothing in this agreement shall be construed as an indemnification by one Party of the other for liabilities of a Party or third parties for property loss or damage or death or personal injury arising out of and during the performance of this contract. Any liabilities or claims for property loss or damages or for death or personal injury by a Party or its agents, employees, contractors or assigns or by third persons, shall be determined according to applicable law.

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



N. Attorney's Fees

N. ATTORNEY'S FEES

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

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

O. Liquidated Damages

O. LIQUIDATED DAMAGES

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

Failure to meet the dates for the deliverables outline in Attachment 1 as agreed upon by the parties may result in an assessment of liquidated damages due to the State, until the deliverables are approved. Refer to Attachment 1 for the deliverables and liquidated damage amounts. Contractor will be notified in writing when liquidated damages will commence. Liquidated damages shall be deducted from Contractor's invoice.

P. Assignment, Sale, or Merger

P. ASSIGNMENT, SALE, OR MERGER

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

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

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



Q. Contracting with Other Nebraska Political Sub-Divisions of the State of Another State

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

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

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

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

R. Force Majeure

R. FORCE MAJEURE

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

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



S. Confidentiality

S. CONFIDENTIALITY

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

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 by5 U.S.C. 552a (m)(1), provides that any officer or employee, who by virtue of his/her employment or official position has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

T. Office of Public Counsel (Statutory)

T. OFFICE OF PUBLIC COUNSEL (Statutory)

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



U. Long-Term Care Ombudsman (Statutory)

U. LONG-TERM CARE OMBUDSMAN (Statutory)

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

V. Early Termination

V. EARLY TERMINATION

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

The contract may be terminated as follows:

- 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;
 - 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;
 - a trustee or receiver of the Contractor or of any substantial part of the Contractor's assets has been appointed by a court;
 - 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;
 - 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,
 - In the event funding is no longer available.



W. Contract Closeout

W. CONTRACT CLOSEOUT

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

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;
- 2. Transfer ownership and title to all completed or partially completed deliverables to the State;
- 3. 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;
- 6. 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.



Section III - Contractor Duties

A. Independent Contractor / Obligation

A. INDEPENDENT CONTRACTOR / OBLIGATIONS

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

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;
- 2. 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;
- 5. Determining the hours to be worked and the duties to be performed by the Contractor's employees; and,
- 6. All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination alleged against the Contractor, its officers, agents, or subcontractors or subcontractor's employees)

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

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

B. EMPLOYEE WORK ELIGIBILITY STATUS

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

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 https://das.nebraska.gov/materiel/purchase bureau/vendor-info.html
- 2. The completed United States Attestation Form should be submitted with the solicitation 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.
- 4. 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)

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

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



D. Cooperation with Other Contractors

D. COOPERATION WITH OTHER CONTRACTORS

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

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

E. PERMITS, REGULATIONS, LAWS

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

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

F. OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
LBC			Fairbanks accepts Term F, with attached clarification.

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.



✓ Fairbanks agrees to the requirements of Section III.F. Contractor Duties, OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES with the following clarification added for consideration by the State of Nebraska, as it relates to the web-based toolset provided by Fairbanks for in the delivery of the proposed Services:

When Fairbanks was awarded the statewide contract in 2017, the following language was agreed upon by DHHS and Fairbanks. As such, we are proposing the same language for review and acceptance by DHHS:

The web-based solution offered by Fairbanks ("Fairbanks Solution") exists as of the date of the Contract and will remain the sole and exclusive property of Fairbanks, as it is the same or substantially similar to the solution Fairbanks provides to all its other customers. Fairbanks anticipates that any software or modifications designed or developed by it under the Contract will have no functional purpose independent of the Fairbanks Solution.

Fairbanks needs to ensure that it is in a position to enhance, modify and improve the Fairbanks Solution for all its customers. Indeed, the State of Nebraska is benefiting from prior enhancements, modifications, and improvements to the Fairbanks Solution made by Fairbanks in connection with work performed under contracts with its other customers. If Fairbanks did not retain ownership of those enhancements, modifications and improvements, the Fairbanks Solution would not improve over time and the technology would become stagnant relatively quickly.

With that being said, if the State of Nebraska is concerned about specific work product that is not of the character described in the preceding paragraphs, Fairbanks would certainly be open to discussing that work product with the State of Nebraska.



G. Insurance Requirements

G. INSURANCE REQUIREMENTS

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

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:

- Provide equivalent insurance for each subcontractor and provide a COI verifying the coverage for the subcontractor:
- 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.
- 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 two (2) 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 two (2) 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 contactors' employees to be engaged in work on the project under this contract and, in case any such work is sublet, the Contractor shall require the Subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the Subcontractor's employees to be engaged in such work. This policy shall be written to meet the statutory requirements for the state in which the work is to be performed, including Occupational Disease. The policy shall include a waiver of subrogation in favor of the State. The COI shall contain the mandatory COI subrogation waiver language found hereinafter. The amounts of such insurance shall not be less than the limits stated hereinafter. For employees working in the State of Nebraska, the policy must be written by an entity authorized by the State of Nebraska Department of Insurance to write Workers' Compensation and Employer's Liability Insurance for Nebraska employees.



additionally insured.

2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

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

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

COMMERCIAL GENERAL LIABILITY	
General Aggregate	\$2,000,000
Products/Completed Operations	\$2,000,000
Aggregate	
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
XCU Liability (Explosion, Collapse, and	Included
Underground Damage)	
Independent Contractors	Included
Abuse & Molestation	Included
f higher limits are required, the Umbrella/Excess Liab	ility limits are allowed to satisfy the higher lim
WORKER'S COMPENSATION	
Employers Liability Limits	\$500K/\$500K/\$500K
Statutory Limits- All States	Statutory - State of Nebraska
USL&H Endorsement	Statutory
Voluntary Compensation	Statutory
COMMERCIAL AUTOMOBILE LIABILITY	
Bodily Injury/Property Damage	\$1,000,000 combined single limit
Include All Owned, Hired & Non-Owned	Included
Automobile liability	
Motor Carrier Act Endorsement	Where Applicable
UMBRELLA/EXCESS LIABILITY	
Over Primary Insurance	\$5,000,000 per occurrence
COMMERCIAL CRIME	
Crime/Employee Dishonesty Including 3rd	\$1,000,000
Party Fidelity	
CYBER LIABILITY	
Breach of Privacy, Security Breach, Denial	\$10,000,000
of Service, Remediation, Fines and	
Penalties	
MANDATORY COI SUBROGATION WAIVER LANGUA	
	a waiver of subrogation in favor of the State o
Nebraska."	
MANDATORY COI LIABILITY WAIVER LANGUAGE	
	utomobile Liability policies shall name the State
	licies shall be primary and any insurance or se
insurance carried by the State shall be consi-	dered secondary and non-contributory as



3. EVIDENCE OF COVERAGE

The Contractor shall furnish the Contract Manager, with a certificate of insurance coverage complying with the above requirements prior to beginning work. The Contract Manager's contact information will be provided upon contract execution.

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

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

4. DEVIATIONS

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

H. Notice of Potential Contractor Breach

H. NOTICE OF POTENTIAL CONTRACTOR BREACH

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

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, and may include a request for a waiver of the breach if so desired. The State may, at its discretion, temporarily or permanently waive the breach. By granting a temporary 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.

I. Antitrust

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

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



J. Conflict of Interest

J. CONFLICT OF INTEREST

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

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

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

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

K. State Property

K. STATE PROPERTY

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

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



L. Site Rules and Regulations

L. 9	L. SITE RULES AND REGULATIONS					
Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:			
LBC						

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

M. Advertising

M. A	M. ADVERTISING					
Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:			
LBC						

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

N. Nebraska Technology Access Standards (Statutory)

N. NEBRASKA TECHNOLOGY ACCESS STANDARDS (Statutory)

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



O. Disaster Recovery/Back Up Plan

O. DISASTER RECOVERY/BACK UP PLAN

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

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

P. Drug Plan

P. DRUG POLICY

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

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

Q. Warranty

Q. WARRANTY

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

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



Section IV - Payment

A. Prohibition Against Advance Payment (Statutory)

A. PROHIBITION AGAINST ADVANCE PAYMENT (Statutory)

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

B. Taxes (Statutory)

B. TAXES (Statutory)

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

C. Invoices

C. INVOICES

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

Invoices for payments must be submitted by the Contractor to the agency requesting the services with sufficient detail to support payment. Invoices shall be submitted quarterly to the DHHS Contract Manager identified upon contract execution. Invoices shall be submitted upon approval of the deliverables required under Section V and outlined in the Cost Proposal. 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

D. INSPECTION AND APPROVAL

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

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



E. Payment (Statutory)

_			
F	PAYMENT	/Statuton	ı١
	IAIMENI	(Statutor)	,

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

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

F. Late Payment (Statutory)

F. LATE PAYMENT (Statutory)

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

G. Subject to Funding/Funding Out Clause for Loss of Appropriations (Statutory)

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

The State's obligation to pay amounts due on the Contract for a fiscal 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)

H. RIGHT TO AUDIT (First Paragraph is Statutory)

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

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

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 (0.5%) of the total contract billings, or if fraud, material misrepresentations, or non-performance is discovered on the part of the Contractor, the Contractor shall reimburse the State for the total costs of the audit. Overpayments and audit costs owed to the State shall be paid within ninety (90) days of written notice of the claim. The Contractor agrees to correct any material weaknesses or condition found as a result of the audit.



Section V - Project Description and Scope of Work

A. Project Overview

Fairbanks is a national firm comprised of principals and staff dedicated to providing uncompromising quality and client service to state and local governments. Our firm is led by experienced professionals with extensive expertise in the areas of RMTS, Administrative Claiming, Direct Medical Service billing, (including Direct Medical Service rate setting, cost reporting and reconciliation and settlement of costs), as well as experience with revenue cycle management and other business processes for K-12 education, health care, and government agencies. Our management team has public sector management and consulting experience and national experitse related to RMTS, Administrative Claiming, and Direct Services Cost Reporting and Settlement including software design, development, and deployment for state agencies.

Fairbanks has successfully managed projects with similar services to those requested in this RFP for both large-scale and statewide projects. Again, these services are the core and primary focus of our business. Our team has also provided extensive consulting support in both Medicaid policy and planning and in IT project planning and management for implementation of the web-based RMTS, Administrative Claiming, and Direct Services Cost Reporting and Settlement programs in many other states, including Nebraska's implementation of statewide Medicaid School-Based Claiming programs which include web-based RMTS for both Administrative Claiming and Direct Services Cost Reporting and Settlement.

B. Project Environment

The Fairbanks System

This section provides the details of our successful approach, methodology and web-based toolsets for the Random Moment Time Study (RMTS), School-Based Medicaid Administrative Claim (NEBMAC in Nebraska) program and Direct Services Cost Reporting/Settlement processes. It is important to note that all the methodologies and toolsets described in this section have been reviewed by CMS and have been successfully implemented in other client states as well as Nebraska.

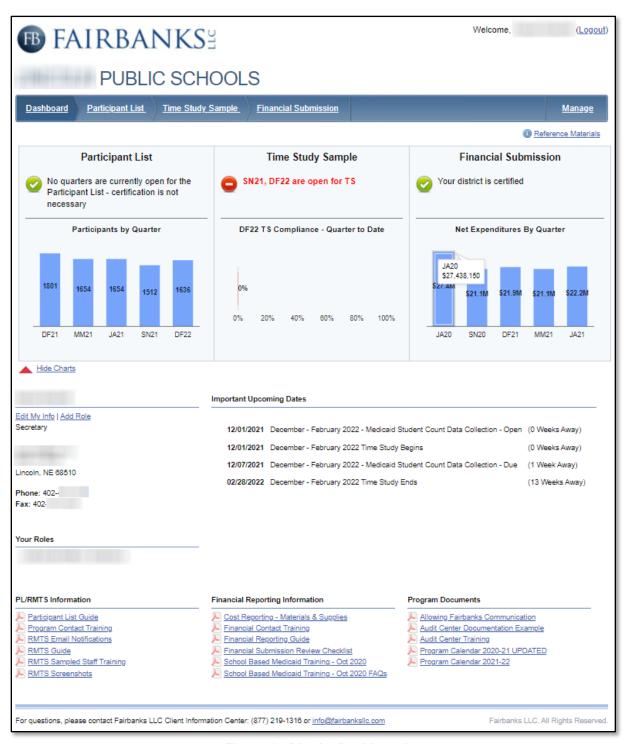


Figure 1: District Dashboard

Fairbanks has implemented its web-based toolset to support all aspects of the services described in the RFP. As more fully detailed in our responses to the contractual requirements, Fairbanks is



able to meet or exceed the general expectations to support web-based access to the Fairbanks System, communication with participating organizations, state monitoring of the system and processes conducted by Fairbanks, as well as ongoing and ad hoc reporting, and data retention and backup.

The current web-based technology used by Fairbanks has evolved from over twenty years of experience and feedback from CMS, state agencies, and local school districts to develop tools that meet program requirements and simplify the reporting and participation requirements for districts. By automating and web-enabling the data collection and data review associated with program participation, the Fairbanks system provides both the State and school districts with toolsets and methodologies that provide built-in data quality measures, audit documentation and the most simplified means to participate in the NEBMAC, Cost Reporting and Settlement programs.

Utilizing the Fairbanks System enhances the timeliness and accuracy of information, lessens the administrative burdens on both the State and on the school districts, while providing Fairbanks and DHHS with a robust set of tools for oversight and monitoring, accuracy, and overall compliance. In addition, the submission of certification forms and other supporting documentation can be uploaded to the system and accessed by state personnel. All collected data is accessible through our online system, standard and customized reports, and additional customized reports and data can be made available upon request.

The Fairbanks system provides a "one stop shop" for documentation and retention of all aspects of the RMTS, NEBMAC, and Cost Reporting programs. As described in detail on the following pages, the Fairbanks system provides a toolset to securely collect Participant Lists, Random Moment Time Study responses and up to date compliance, collection of participants' expenditures, and the calculation of quarterly claims for both NEBMAC and Cost Report claims.

Fairbanks Training Tracking Module

The Fairbanks System integrates and supports the full spectrum of cost reporting processes from the initial data-gathering and analysis through the filing of the cost settlement report. Therefore, we have extensive experience and have developed training modules that cover all the functions associated with the RMTS, MAC, and Cost Reporting processes. These modules can be delivered in both face-to-face sessions and through web—based conferencing and teleconferencing. We also maintain a relevant knowledge base of reference and training materials that can be accessed through our secure website. In addition, training presentations are recorded and made available to the school districts to access additional information as needed.

The Fairbanks System streamlines the training process is several ways:

- **Contact Management** The system is designed to maintain and manage organizationspecific contacts for each program. These contacts can then be used throughout the various processes in the system to send our automated notifications via email.
- Materials Availability Participating school districts can designate those staff members
 who will be responsible for managing the RMTS, MAC, and Cost Reporting processes.
 Those individuals who will be interacting with the system will have access to online training
 materials and live trainings (either in person or via webinar).



- **Electronic Notifications** Throughout the system, electronic notifications can be configured to alert different people involved in the process to the status of a particular cost report, or alert people that action is required on their part to move the cost reporting process forward.
- **Role-based permissions** The system has a configurable role-based security matrix that enables users at different levels to access information that is appropriate to their role.
- Customer Call Center Fairbanks operates a Customer Service Call Center that currently supports several statewide RMTS, administrative claiming programs, and cost report/settlement processes. The Call Center has extensive experience in managing both peak and cyclical call volumes. Fairbanks maintains a 24 hour, seven days a week Call Center that supports telephonic, electronic and mail inquiries. All inquiries that are not handled via a live interaction will be responded to within a 24-hour period.

Utilizing the Fairbanks Web-Based Training System will enable Fairbanks and DHHS to:

- Develop and distribute training materials to the school districts in a quick and effective manner.
- Allow districts to access the training materials 24 hours/day,7 days/week.
- Publish detailed, up-to-date training calendars that can be accessed anywhere, anytime by DHHS and the school districts.

Fairbanks PL Roster Module

The creation, loading and maintenance of a district Participant List is managed through a fully automated tracking process contained within the Fairbanks System. The PL Module is designed to meet the federal reporting and documentation requirements for participation in the programs and has a suite of management and compliance tracking tools built in to assist the district. The system can accommodate uploading of initial PLs, quarter to quarter rollover, and can be configured to send customized system notifications of upcoming due dates.



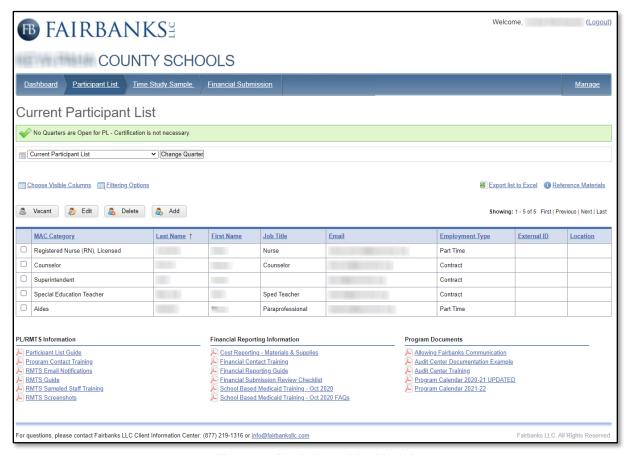


Figure 2: Participant List Module

The Fairbanks PL Module streamlines the PL management process in several ways:

- **Contact Management** The system is designed to maintain and manage organizationspecific contacts for each program. These contacts can then be used throughout the various processes in the system to send our automated notifications via e-mail.
- Initial PL Data Upload The system can be configured to accommodate uploading initial quarter PLs, saving the district time and effort in the initialimplementation phase of the program.
- Quarter to Quarter Rollover School districts automatically have their previously certified Participant Lists rolled over to the current quarter as a draft PL. This allows fast certification and by allowing simple updates to data based on the prior quarter.
- **Electronic Notifications** Throughout the system electronic notifications can be configured to alert different people involved in the process to the status of a particular cost report, or alert people that action is required on their part to move the process forward.
- Role-based permissions The system has a configurable role-based security matrix that enables users at different levels to access information that is appropriate to their role.

Utilizing the Fairbanks Web-Based PL Module will enable Fairbanks and DHHS to:

• Roll out the important PL functionality to all participating school districts quickly and



effectively.

- Allow all participating districts to access and quickly certify their quarterly PLs online from any web-enabled device.
- Track districts have certified their quarterly PL and those that have not.
- Produce detailed, up-to-date compliance reports on the PL process.

Fairbanks RMTS Module

The selection of moments for the RMTS is managed by using a fully automated electronic sampling process contained within the Fairbanks System. The sampling process is designed to meet the federal reporting and documentation requirements. Per the CMS approved NEBMAC Guide, a level of precision of +/- five percent (5%) with a ninety-five percent (95%) confidence level is needed for Administrative Claiming (Cost Pool 2). A level of precision of +/- two percent (2%) with a ninety-five percent (95%) confidence level is needed for Direct Service & Administrative Providers (Cost Pool 1). The system is flexible to accommodate a different sampling level if CMS (or Nebraska) guidelines should change over time.

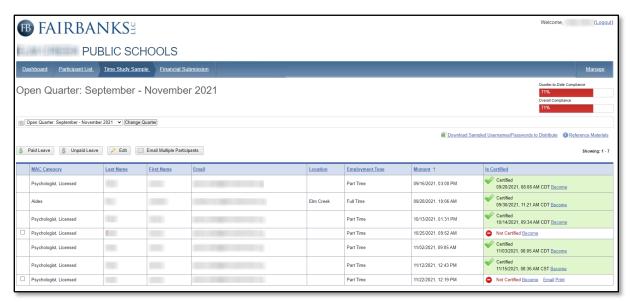


Figure 3: The RMTS Module

Sampling Parameters

The following is a description of the current sampling methodology that uses a 95/2% precision level.



95/2% precision level formula: $ss = \frac{Z^2(p)(1-p)}{c^2}$ Where: • Z = Z value (e.g. 1.96 for 95% confidence level) • p= percentage picking a choice, expressed as a decimal (.5 used for sample size needed) • c= confidence interval, expressed as a decimal (e.g., .02 = +/-2) Correction for finite population: $New ss = \frac{ss}{1 + \frac{ss - 1}{pop}}$ Where:

Figure 4: Moments Sampled Calculation

• pop= Population

Statistical calculations show that a minimum sample of 2,401 completed moments each quarter, per cost pool, is adequate to obtain this precision when the total pool of moments is greater than 3,839,197.

Additional moments (oversample) can be selected each quarter to account for any lost or invalid moments. Invalid moments are moments not returned or inaccurately coded. An over sample of 15% will be used to account for unusable moments as noted in the CMS-approved NEBMAC Guide.

Fairbanks MAC Quarterly and Annual Cost Reporting Module

The current web-based technology used by Fairbanks evolved from over ten years of experience and feedback from CMS, and State and school district personnel, to develop tools that meet program requirements and simplify the reporting and participation requirements for districts. By automating and web-enabling the cost-reporting processes, it provides both the State and the school districts built-in data quality measures, audit documentation and a simplified method to complete their cost reports. Utilizing the Fairbanks System enhances the timeliness and accuracy of information, lessens the administrative burdens on both the State and on the school districts, while providing DHHS with a robust set of tools for training, reviewing costs, validating rates (MERs, IDCRs, etc.) and monitoring overall compliance. All collected data has been made available in any format that the DHHS has requested.



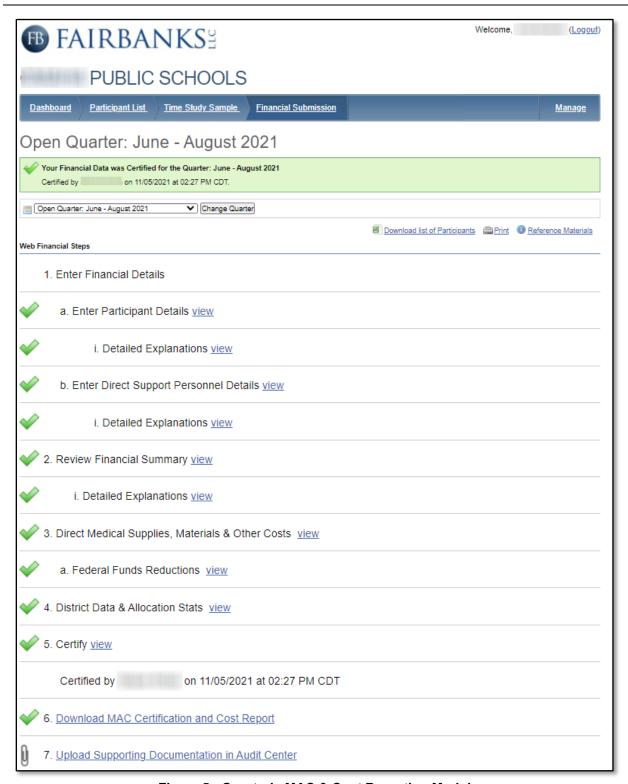


Figure 5: Quarterly MAC & Cost Reporting Module



The Fairbanks System streamlines the cost reporting process in several ways.

- Data Portability and Re-Useability The Fairbanks System can be configured and
 customized to capture the necessary data specific to the State of Nebraska to facilitate
 the Medicaid cost settlement and reconciliation process. These elements include:
 allowable expenditures from MAC Financial Statements, unrestricted IDCRs, the time
 percentage pertaining to direct services and administrative activities derived from time
 study results, MERs, IEP ratios, FMAP, and FFPs.
- **Data Pre-population** Pre-populating certain fields within the cost reporting form reduces the administrative burden to providers. For example, general provider information such as the name of provider, Medicaid provider number, and the address of the provider has been and will continue to be entered once and propagated throughout the system.
- Real-time Data Quality Checks The Fairbanks System has built in data quality checks
 throughout its design. On the data collection screens school districts are required to
 provide data in a consistent and formatted manner which forces strict compliance with the
 overall program guidelines and requirements. Capturing the data correctly at point of entry
 does and will continue to facilitate accurate and timely data collection.
- Reduction of Direct Data Entry Errors The data quality checks that are built into the system reduce the overall likelihood that data-entry errors will creep into the process to adversely affect the cost settlement reporting process.
- Back-end Data Reasonableness Testing Once the data is collected, Fairbanks staff conduct quality assurance reviews of the data submitted by the school districts. This quality assurance review analyzes variance levels on the reported data between time periods for the same school district. This testing does and will continue to facilitate the comprehensive desk reviews that will be conducted.
- Comprehensive Audit Review The Fairbanks System provides the functionality for a comprehensive analysis of Time Study percentages and results. The toolset also can be used in the field audits where we review quarterly reported financial data for accuracy. This enables 100% desk review of all submitted claims.
- **Automated Calculation** All basic calculations in the data-collection for the cost reporting process are performed automatically within the system thus reducing reporting errors and adverse cost settlement results due to miscalculations.
- **Automated Report Generation** The Fairbanks System can be configured to produce management reports for DHHS program oversight.

Utilizing the Fairbanks Web-Based Cost Reporting System will enable Fairbanks and DHHS to:

- Collect, monitor, evaluate, and adjust school district cost report data throughout the entire process.
- Communicate immediately with school districts if issues are identified with their submitted cost report data.
- Produce quarterly, yearly, and ad hoc reports on the progress of the school districts and on their actual claim amounts.
- Collect and analyze all the necessary cost-report data in a compact timeframe.



C. Project Requirements

From Section V.C.1

C. PROJECT REQUIREMENTS

- Develop and maintain Random Moment Online System
 - The Contractor shall develop and maintain a Random Moment Online System in accordance with CPEs payment methodology.
 - **b.** The Contractor shall develop an online system for collecting schools' providers' random moments that at a minimum:
 - Allows the contractor to send RMTS queries to direct service providers and school employees performing administrative activities to document the amount of time spent doing Medicaid allowable services,
 - ii. Allows school providers to certify financial data,
 - iii. Allows each user to have their own username and password, and
 - iv. Allows school providers to upload roster over the internet.
 - c. The Contractor shall modify site content at the direction of the DHHS.
 - d. The Contractor shall deliver all site content to the DHHS for review and approval.
 - e. The Contractor shall not publically post any content prior to the DHHS's approval of that content.
 - f. The Contractor shall make the Random Moment Online System available to the Department in a testing environment.
 - g. The Contractor shall make the Random Moment Online System available to the Department in a production environment.
- ✓ Fairbanks understands and accepts this requirement.
- ✓ Fairbanks has developed, implemented, and maintained its proprietary, web-based system for school districts around the country to access the reimbursable federal contribution of the Medicaid Administrative Claiming program, through a statewide online Random Moment Time Study process. This system has been in Nebraska schools since 2004 and has undergone various modifications as the program has evolved.

Fairbanks has developed and maintained a customized version of the Fairbanks system for use by the State of Nebraska since 2004 and will continue to modify and enhance the system to meet the future needs of the school-based Medicaid program.

The system is configurable at the statewide level and beginning in 2017 was customized for the new statewide requirements in Nebraska as directed by DHHS/CMS. Configurable parameters within the system include but are not limited to:

- The timing and content of automated, system generated email reminders that allow constant contact with direct service providers and school employees performing administrative functions. (RFP Requirement V.C.1.b)
- The timing and content of ad hoc email communications (such as RMTS queries or followup questions from coders) to direct service providers and school employees performing administrative functions. (RFP Requirement V.C.1.b.i)
- The system is configured to accommodate the CPEs Methodology. (RFP Requirement V.C.1.a)
- The system allows initial Participant List uploads over the internet with subsequent PL rollover from quarter to quarter. (*RFP Requirement V.C.1.b.iv*)



 The content of the system webpages (RMTS survey questions, RMTS survey instructions, MAC Categories, Sample Sizes, Sample Pools, Milestone Dates, Training Dates, Training Requirement Tracking, etc.) has been customized and can be modified at the direction of DHHS. (RFP Requirement V.C.1.c)

As part of the development and system configuration process, Fairbanks worked with DHHS on the exact content and values for each of the configurable parameters in the system. Fairbanks can continue to modify the configurable parameters of the system at the direction of DHHS and will deliver all proposed site content to DHHS for review and approval. (*RFP Requirement V.C.1.d*) Fairbanks will not publicly post any content that has not been approved by DHHS. (*RFP Requirement V.C.1.e*)

The development and system configuration process also involves extensive client testing of the system in a specially designed system testing environment that will allow DHHS staff to review and approve content and configurable functionality on the web prior to the public unveiling of that functionality. (*RFP Requirement V.C.1.f*)

Additionally, once the system is live, DHHS staff will be given state-level administrative accounts in the Production environment so that they can monitor and manage the RMTS, MAC, and Cost Reporting processes in real time. (*RFP Requirement V.C.1.g*)

From Section V.C.2

- Develop and conduct a statewide RMTS.
 - The Contractor shall plan, develop and conduct a statewide RMTS through the Random Moment Online System.
 - b. The intervals of the RMTS will be done on a quarterly basis. The Contractor shall:
 - Update the Department's current RMTS methodology, materials and the Random Moment Online System, as necessary or as directed by the Department, by incorporating the most current guidance from CMS.
 - Collect RMTS rosters for all participating school providers and distribute RMTS moments
 - Vet and analyze rosters collected from all participating school providers for consistency and any deviations from previous rosters.
 - iv. Collect and distribute all RMTS data and information electronically. The Contractor shall do this through the use of e-mail and the Random Moment Online System.
 - Establish the time frame for RMTS to be within 7:00 AM and 4:00 PM.
 - vi. Code RMTS appropriately to demonstrate Medicaid allowable services and activities.
 - vii. Maintain all RMTS data for storing and analyzing all RMTS responses, data and information
 - viii. Monitor and compile reports of participating schools' RMTS response compliance rate.
 - ix. Code and review the quality of RMTS responses in accordance with the CMS approved methodology and calculate a time study percentage based on direct medical, administrative services provided.
 - The Contractor shall ensure the ability to duplicate each random sampling that is conducted.
 - ✓ Fairbanks understands and accepts this requirement.
 - ✓ Fairbanks shall utilize the Fairbanks system to plan, develop and conduct a statewide RMTS for the State of Nebraska to be conducted on a quarterly basis according to the NEBMAC Guide and DHHS instruction.



Sampling Parameters

The following is a description of the current sampling methodology that uses a 95/2% precision level.

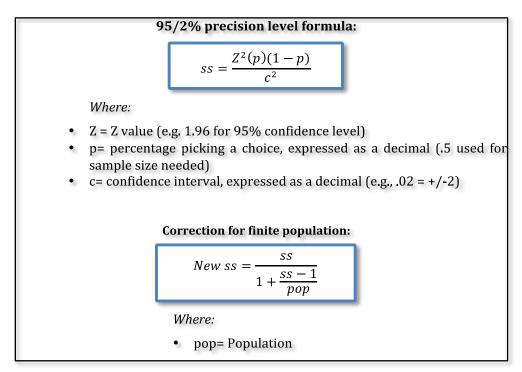


Figure 6: Moments Sampled Calculation

Statistical calculations show that a minimum sample of 2,401 completed moments each quarter, per cost pool, is adequate to obtain this precision when the total pool of moments is greater than 3,839,197.

Additional moments (oversample) can be selected each quarter to account for any lost or invalid moments. Lost moments are observations that cannot be used for analysis, i.e., incomplete moments, or moments selected for staff no longer at the participating organization. The amount of the oversample can be discussed with and determined by DHHS on a quarterly basis. Per the CMS approved NEBMAC Guide. "An over sample of 15% will be used to account for unusable moments."

The sample indicates the specific date and time that an employee is to be surveyed, or "sampled" (selected employees may be sampled more than once during a given quarter as a result of random selection). During the Participant List process, email addresses will be collected for every participant. All communications, including notifications, RMTS Survey Response Instructions, and Certifications, will be sent to participants electronically through the Fairbanks system. (RFP Requirement V.C.2.b.iv)





Sampled RMTS Participant Notification Email

Name: District: District Contact: Medicaid Category:

Random Moment:

You have been selected to participate in a Medicaid School-Based Claiming Random Moment Time Study (RMTS) which enables your school district to receive reimbursement for school-based health and outreach activities. The time study is an online survey which takes a few minutes to complete. Your participation is required and impacts your district's ability to receive funds. Your district will be monitoring participation.

To complete the survey, go to www.fairbanksllc.com, select CLIENT LOGIN in the upper right-hand corner and answer three questions to report your activity performed at <<XX>>.

Username: Password:

Some examples of Medicaid activities include the following: identification and referral of students to health-related services, coordination and monitoring of health-related services, speech therapy, physical therapy, occupational therapy, nursing services, etc. (This list is not all-inclusive.)

For <u>assistance</u> please contact Fairbanks by phone at (877) 219-1316 or by email at info@fairbanksllc.com.

Figure 7: Sample RMTS Participant Notification Email

Fairbanks can ensure the ability to duplicate each random sample. All data points of each time study are stored by the Fairbanks system to allow for quality assurance and replication of each sample. The stored data points include the time study parameters, population sets, and the seed number used to initialize the pseudorandom number generator employed by the sampling algorithm.

To help ensure timely compliance with RMTS surveys, Fairbanks has standard and automated protocol for RMTS notifications. The following provides an illustrative example of what is currently used in the State of Nebraska:

Sampled Staff E	Sampled Staff Email Notifications				
1 Weekday Prior to Sample Date	Initial Email Notification Sent				
1st Weekday	Reminder Email Sent				
2 nd Weekday	Reminder Email Sent				
3 rd Weekday	Reminder Email Sent				
After 3 rd Weekday	Login will no longer work, moment expires				

Table 1: Sampled Staff Email Notifications



RMTS Program Conta	act Email Notifications
~2 Weeks Prior to Quarter Start	Quarterly Sample Posted to Time Study Tab
Daily Reminder During 3 day RMTS*	Email Summary of Past Due Time Studies

*Reminder is only sent if there are uncertified past due moments. In the event there are not any, a reminder would not be sent. **Table 2: RMTS Program Contact Email Notifications**

Additionally, at any time during the entire quarter, the RMTS Contact can log into the system, monitor compliance, and remind sampled participants to complete the time study survey. Fairbanks will also calculate and provide time study compliance reporting for each school multiple times during each quarter.



Figure 8: Realtime RMTS Compliance Monitoring

Once the sampled participant completes the RMTS, specially trained Random Moment Coders (RMCs) are used to determine the appropriate activity code for each random moment completed. All moments will be coded separately by at least two RMCs as part of Fairbanks' quality assurance process. The RMCs are independent of the district and DHHS which helps reduce the potential for errors or bias in coding by removing the sampled staff from the selection of appropriate activity codes. Using an independent RMC also reduces the need for sampled staff to complete training in order to select the correct activity codes and frees them to focus on their work responsibilities. RMCs on the Fairbanks team are fully trained on the federal and state RMTS/NEBMAC program guidelines and the proper application of the activity codes to the Random Moment responses and are supervised by the Project Director. This provides further assurances that the coding is objective, unbiased and appropriately completed. (RFP Requirement V.C.2.b.vi)

Two independent RMCs will review the documentation of employee activities performed during the selected moments and determine the appropriate activity code. In the event not enough information is provided to determine the appropriate activity code, the RMCs will contact the participant to receive additional information about the moment. Once the information is received, the moment will be coded and included in the final time study percentage calculation. The moments and the assigned codes will be reviewed for consistency and adherence to the state approved activity codes, and in accordance with the CMS approved methodology. In the event of a discrepancy between the two independent codes assigned to a specific moment, the Coding Manager of the RMCs will serve as the "tie-breaker" to assign a final code. The state can observe the coding process and original participant documentation at any time throughout the claim process or as needed for further review or audit purposes. The detailed time study responses and codes can be found by running the RMTS Coding report from the Fairbanks system.

Beth Smitley, the RMC Manager, has spent considerable time with DHHS in reviewing and



coming to a common understanding of the interpretation of each time study code. This knowledge is utilized to help ensure that the RMCs are coding consistently with the correct interpretation of DHHS and CMS guidelines.

Once the internal coding process has been completed, Fairbanks works with DHHS to review the coded moments for consistency and accuracy before finalizing the results. Fairbanks proposes that this process continue with DHHS in reviewing time study moments.

Fairbanks has developed an extensive audit documentation process and all documentation related to the time study is analyzed, stored electronically, and archived in accordance with industry standards for data back up and redundancy. (RFP Requirement V.C.2.b.vii)

Upon the completion of the quarter, time study results will be aggregated by activity code in the Fairbanks system and summarized on a statewide basis. These results will be accessible by DHHS through the Fairbanks system and summary reports and will determine the amount of time spent on direct medical and administrative activities. (RFP Requirement V.C.2.b.viii)

Fairbanks was the first vendor in the State of Nebraska, and one of the first in the country, to conduct a Random Moment Time Study to be utilized for school-based Medicaid claiming. Fairbanks has expanded the use of its system to plan, develop, and conduct a statewide RMTS for all Nebraska schools. (RFP Requirement V.C.2.a)

The RMTS will be conducted on quarterly basis (RFP Requirement V.C.2.b) to identify the proportion of administrative and direct service time allowable and reimbursable under Medicaid cost allocation principles.

In our experience in Nebraska and with other statewide RMTS and MAC program implementations, we have developed a quarterly checklist process that helps to ensure a high level of accuracy and compliance with Federal Regulations for our clients. This checklist includes but is not limited to:

- Ongoing monitoring of Federal CMS program guidelines
- Checking for needed updates to the Department's current RMTS methodology, survey questions, document retention policies, or SPA (RFP Requirement V.C.2.b.i)
- Monitoring other state programs for emerging best practices or problem areas
- Review of current and ongoing OIG audits and findings to identify potential problem areas and prevent potential future issues

Integral to the success of the RMTS, the proper Participant List must be collected at the district level on a quarterly basis. The Participant List is the foundation of a school district receiving the appropriate reimbursement based on the providers listed. On a quarterly basis, Fairbanks will collect up to date Participant Lists from school districts through the web-based system. (*RFP Requirement V.C.2.b.ii*) This system has built in safeguards and edits to help ensure that each school district is submitting all appropriate information and placing all eligible staff in the appropriate cost pool designation as defined in NEBMAC Guide as approved by CMS.

The creation, loading, and maintenance of a district Participant List is managed through a fully automated tracking process contained within the Fairbanks system. The Participant List module



is designed to meet the federal reporting and documentation requirements for participation in the programs and has a suite of management and compliance tracking tools built in to assist the district. The system can accommodate quarter to quarter rollover of Participant Lists, uploading of initial Participant Lists, and can be configured to send customized system notifications of upcoming due dates.

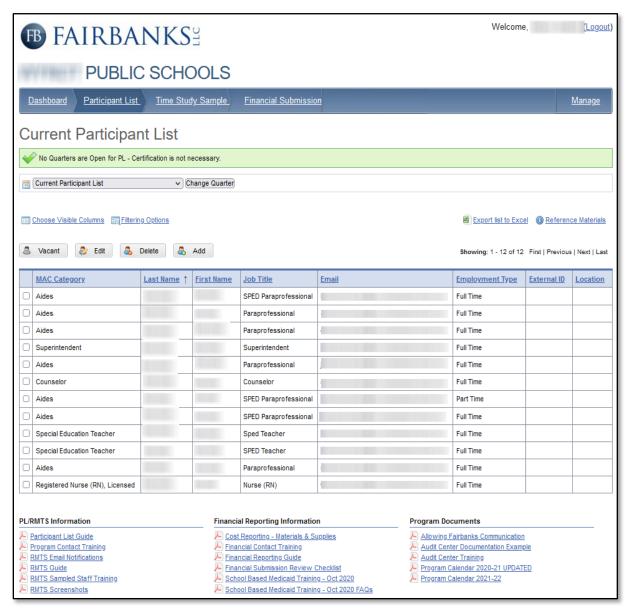


Figure 9: The Participant List Module

The Fairbanks Participant List module streamlines the PL Management process in several ways:

 Contact Management – The system is designed to maintain and manage organizationspecific contacts for each program. These contacts can then be used throughout the various processes in the system to send out automated notifications via email.



- Quarter to Quarter Rollover Participating school districts have their previously certified Participant Lists rolled over to the current quarter as a draft PL. This allows fast certification and updates based on prior quarter data.
- **Electronic Notifications** Throughout the system electronic notifications can be configured to alert different people involved in the process to the status of a particular cost report, or alert people that action is required on their part to move the process forward.
- Role-based Permissions The system has a configurable role-based security matrix that enables users at different levels to access information that is appropriate to their role.
- **PL Data Upload** The system is configured to accommodate uploading quarterly PLs for large districts, saving the district time and effort.

All submitted Participant Lists go through a quality assurance review process and any improper information is flagged for follow up by Fairbanks staff with the appropriate school district personnel. Each school district will "certify" the accuracy of their submitted data on a quarterly basis. Fairbanks staff will provide reminders both by email and by telephone to help each school district meet all process timelines and deadlines. (RFP Requirement V.C.2.b.iii)

The employee data identified during the Participant List process is compiled into two distinct statewide cost pools. A portion of each of the two statewide cost pools is sampled to be included in the RMTS study. These cost pools will form the basis of the quarterly RMTS sample. Fairbanks currently follows the approved NEBMAC Guide regarding Participant List and cost pool construction. The system has been developed with the ability and flexibility to modify cost pool composition to accommodate future changes suggested by DHHS or CMS to meet exact Cost Settlement and RMTS requirements.

Fairbanks utilizes a valid, statistical sampling methodology that was approved by CMS, and has been in use since 2009. The sample is selected from each statewide cost pool, along with the total number of eligible time study moments for the quarter. The total pool of moments within the time study is represented by the number of working days in the quarter, times the number of work hours each day (which shall be within 7:00AM to 4:00PM) (RFP Requirement V.C.2.b.v), times the number of minutes per hour, multiplied by the number of participants within the time study.

Beyond weekends and holidays, which are excluded, dates and moments may be selected for a school during which the school is not in-session (report card pick up day, snow/weather related closure, etc.). For those instances, the sampled participant will still be required to complete the time study and indicate they were not working during the time of their sampled moment along with providing an explanation of why they were not working.

The selection of moments for the RMTS is managed by using a fully automated electronic sampling process contained within the Fairbanks system. The sampling process as outlined in the CMS approved NEBMAC Guide is designed to meet the federal reporting and documentation requirements, which require a level of precision of +/- two percent (2%) with a ninety-five percent (95%) confidence level for activities in Cost Pool 1. Cost Pool 2 must meet federal reporting and documentation requirements and is designed to permit a level of precision of +/- 5% (five percent) with a 95% (ninety-five percent) confidence level for activities. However, the system is flexible to accommodate a different sampling level if CMS (or Nebraska) guidelines should change over time.





Figure 10: The RMTS Module

From Section V.C.3

- Develop and maintain Cost Reporting Online System The Contractor shall develop and maintain a Cost Reporting Online System. b. The Cost Reporting Online System shall contain all information required by the CPEs payment The Contractor shall develop an online system for completing required cost reporting that has, at c. a minimum, the following capabilities: Allows school providers to report salaries, benefits and other relevant financial information in accordance with the CMS approved methodology. ii. Calculates final CPEs numbers. Calculates final settlement numbers. d. The Contractor shall modify site content at the direction of the Department. The Contractor shall deliver all site content to the Department for review and approval. f. The Contractor shall not publicly post any content prior to the Departments' approval of that The Contractor shall make the Cost Reporting Online System available to the Department in a g. testing environment. h. The Contractor shall make the Cost Reporting Online System available to the Department in a production environment. i. The Contractor shall ensure the cost report template is available in an online format that is i. accessible to school providers.
 - ✓ Fairbanks understands and accepts this requirement.
 - ✓ Fairbanks shall utilize the Fairbanks system to plan, develop, and implement an Online Cost Reporting System for the State of Nebraska (*RFP Requirement V.C.3.a.*)

Fairbanks has developed, implemented, and maintained its proprietary web-based system for participating schools around the country and in Nebraska to access the reimbursable federal contribution of the quarterly Medicaid Administrative (MAC) and quarterly Cost Report claiming programs.

The Fairbanks system includes: a web-based cost submission module for participating schools'



use in reporting quarterly financial data; a claim calculation module to prepare claims for submission to Nebraska Medicaid; an online supporting documentation repository for the submission of quarterly claim certifications; and an Audit Center where the participating schools can store their supporting audit documentation on a quarterly basis.

The Fairbanks web-based system has been designed with over 20 years of experience and feedback from CMS, state government agencies, and school district personnel. The Fairbanks system provides – through the automation and web-enabling of these RMTS, NEBMAC, Cost Reporting processes – the State and districts with toolsets and methodologies that provide built-in data quality measures, audit support, and the most simplified means to participate in the school-based Medicaid claiming programs.

One of the advantages of the Fairbanks web-based system is the opportunity it provides to improve program integrity and more effectively determine allowable Medicaid reimbursements under a CMS compliant certified public expenditures (CPE) methodology. It guarantees all information required by the CPEs payment methodology. (RFP Requirement V.C.3.b)

Fairbanks has developed a web-based financial reporting system and associated manuals to facilitate the collection and reporting of quarterly cost data. Our system ensures that the cost report template is available in an online format that is accessible to all participating school providers. The Fairbanks system accommodates the accurate collection of participating schools' staff's salaries, benefits, and other relevant financial information, in accordance with the CMS approved methodology. The Fairbanks system also accurately calculates each participating schools' final CPE numbers, as well as its final settlement numbers. (RFP Requirement V.C.3.c)

As part of the development and system configuration process, Fairbanks has and will continue to work with DHHS on the exact content and values for each of the configurable parameters in the system. Fairbanks can modify the configurable parameters of the system at the direction of DHHS and will deliver all proposed site content to DHHS for review and approval. (*RFP Requirement V.C.1.d*) Fairbanks will not publicly post any content that has not been approved by DHHS. (*RFP Requirement V.C.1.e*)

The development and system configuration process also involves extensive client testing of the system in a specially designed system testing environment that will allow DHHS staff to review and approve content and configurable functionality on the web prior to the public unveiling of that functionality. (*RFP Requirement V.C.1.f*)

Additionally, once the system is live, DHHS staff will be given State-level administrative accounts in the Production environment so that they can monitor and manage the RMTS, MAC and Cost Reporting Processes in real time. (*RFP Requirement V.C.1.g*)



The following screenshots demonstrate the process in which the financial information is collected from the participating districts, including how the information is reviewed for accuracy. In order to access Cost Reporting module on the Fairbanks system, the Financial Contact will click on the Financial Submission tab at the top of the page:

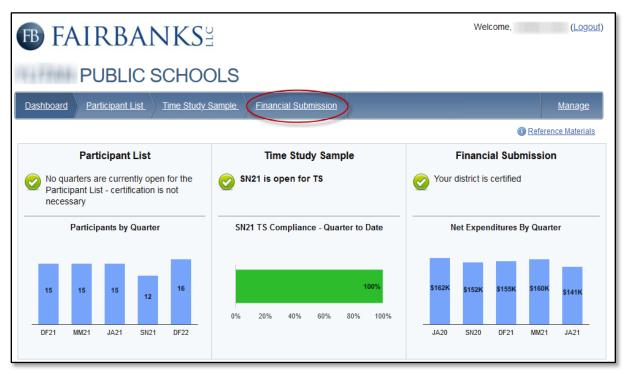


Figure 11: Fairbanks Dashboard



Cost Reporting System Steps:

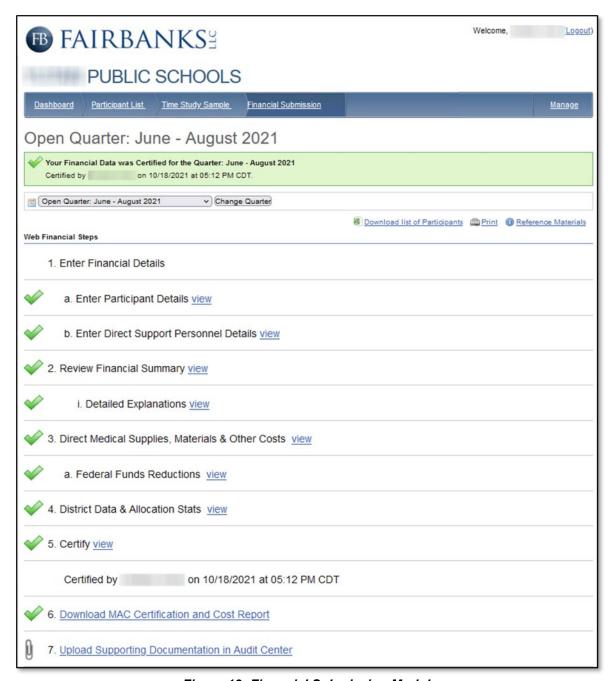


Figure 12: Financial Submission Module

Upon logging in and accessing the Financial Submission tab on the Fairbanks system, the Financial Contact will have access to the following functionality:

- Access to Reference Materials at the bottom of the page
- View financial data from previous quarters



- Workflow is driven by the steps to facilitate sequential data entry to ensure completion of all data elements required and to reduce errors.
- During data entry and upon completion, online verification and submission processes are built into the system for certifying the claim information.

Step 1a: Enter Participant Details:

The first step, Enter Participant Details, is utilized to report Salary, Benefits, Contacted Costs as well as Travel & Training and Dues & Fees for eligible Direct Service providers and administrative staff involved in Medicaid Activities. Federal back-out is also included in this step. The step is also used to verify Medicaid-Enrolled employees from the look-up function.



Figure 13: Step 1a: Enter Participant Details



Step 1ai: Review Financial Summary - Detailed Explanations

After completing step 1a, districts may be brought to another page, Step 1ai, Detailed Explanations. The Fairbanks system conducts data quality checks and requires districts to either provide an explanation in the "Explanation" text field or edit the data by clicking the "Edit" hyperlink, which returns the user to the data in question.



Figure 14: Step 1ai: Review Financial Summary - Detailed Explanations

Step 1b: Enter Direct Support Personnel Details (MAC only):

Step 1b, Enter Direct Support Personnel Details is utilized to report Salary, Benefits, Contacted Costs as well as Travel & Training and Dues & Fees for staff directly supporting positions on the Participant List. The staff members must be primarily clerical or administrative in nature and cannot be listed on the Participant List since they are not involved in MAC or Direct Service activities.

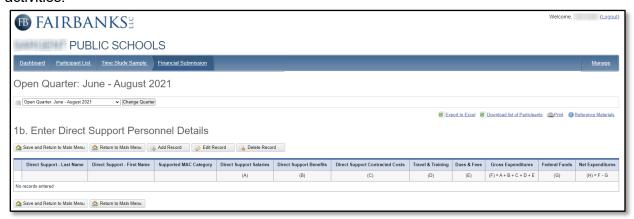


Figure 15: Step 1b: Enter Direct Support Personnel Details (MAC only)



Step 2: Review Financial Summary:

Step 2, Review Financial Summary, summarizes data at a category level and requires the Financial Contact to review and confirm the values are correct prior to proceeding on to the next step.

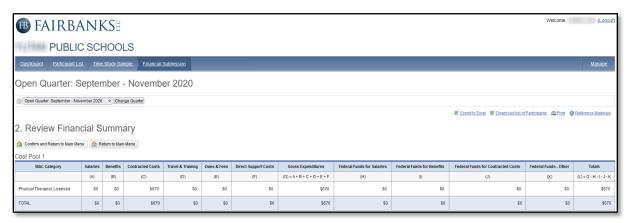


Figure 16: Step 2: Review Financial Summary

Step 2i: Review Financial Summary - Detailed Explanations

After completing step 2, districts may be brought to another page, Step 2i, Detailed Explanations. The Fairbanks system conducts data quality checks and requires districts to either provide an explanation in the "Explanation" text field or edit the data by clicking the "Edit" hyperlink, which returns the user to the data in question.



Figure 17: Step 2i: Review Financial Summary - Detailed Explanations



Step 3: Direct Medical Supplies, Materials & Other Costs (Cost Report only)

Step 3, Direct Medical Supplies, Materials & Other Costs, is utilized to report the gross dollars spent on eligible Direct Medical Supplies for the quarter.



Figure 18: Step 3: Direct Medical Supplies, Materials & Other Costs (Cost Report only)

Step 3a: Federal Funds Reductions

Step 3a, Federal Funds Reductions, allows districts to report any federal fund reductions for items included in the gross amount reported for Direct Medical Supplies, Materials & Other Costs.



Figure 19: Step 3a: Federal Funds Reductions



Step 4: District Data & Allocation Stats

The fourth step, District Data & Allocation Stats displays the Financial Contact's information by default, the district specific Provider Number, IDCR and the IEP Student Utilization Ratio counts provided by DHHS.

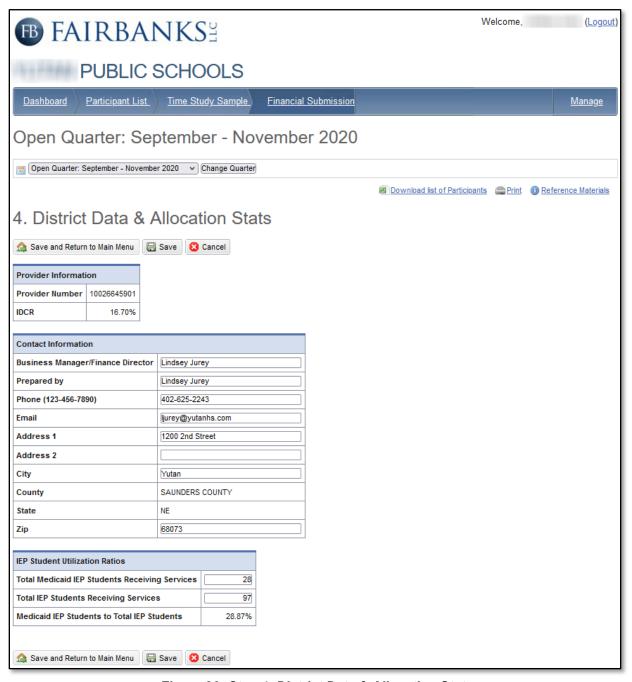


Figure 20: Step 4: District Data & Allocation Stats



Step 5: Certify

The final step, Certify, displays the district's final MAC and Cost Report amount. Once the district has completed certification, no further additions or edits to the information can be made. If a correction or addition is required, the Financial Contact will need to notify Fairbanks.

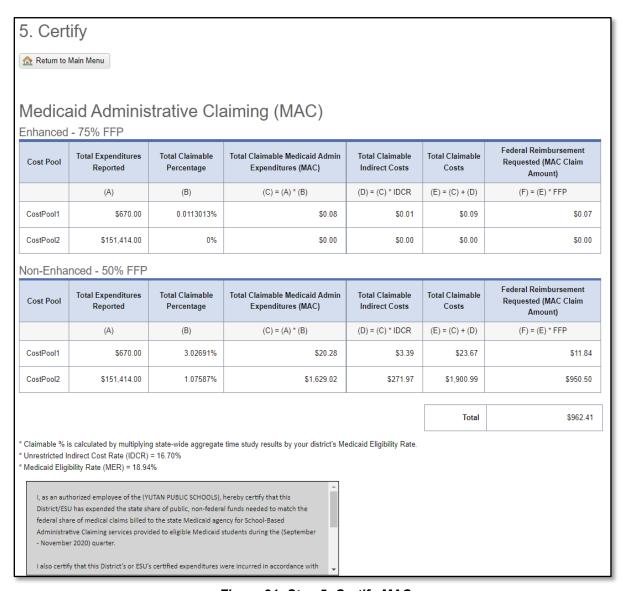


Figure 21: Step 5: Certify MAC



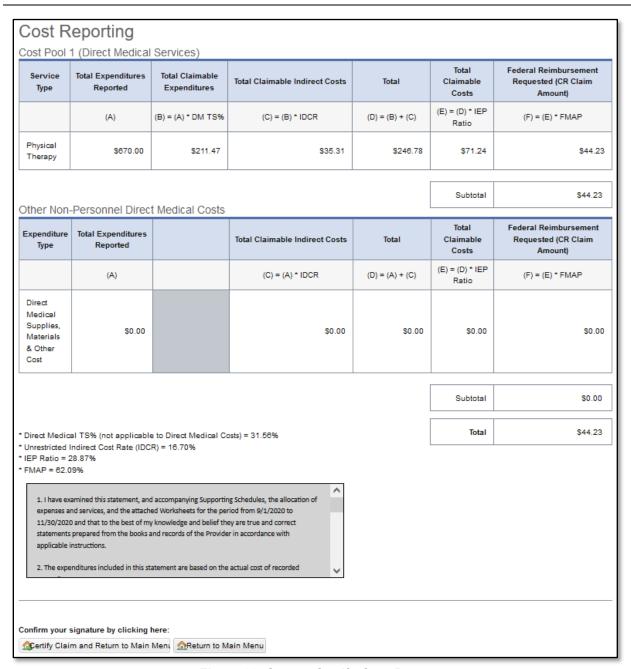


Figure 22: Step 5: Certify Cost Report



Step 6: Download MAC Certification and Cost Report

The sixth step, Download MAC Certification and Cost Report, allows districts to download the MAC Certification and Cost Reporting template by clicking on the "Download MAC Certification and Cost Report" link and opening the downloaded zipped file.

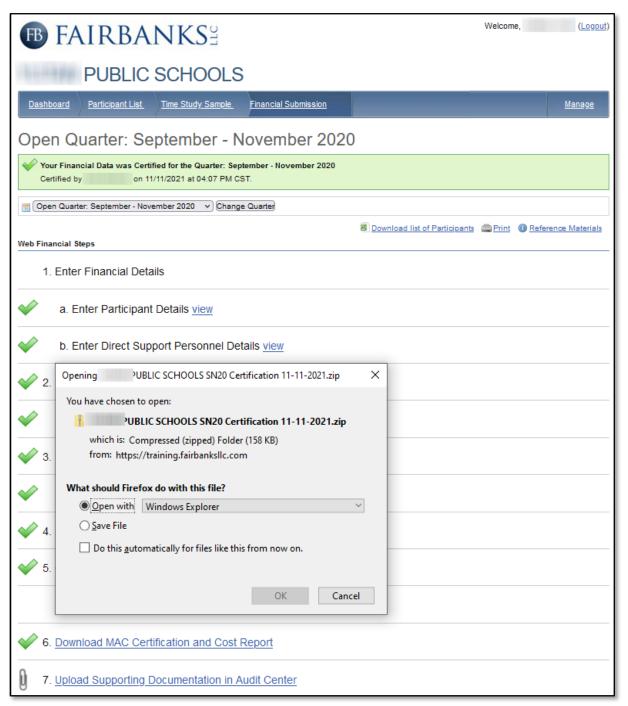


Figure 23: Step 6: Download MAC Certification and Cost Report



Step 7: Upload Supporting Documentation in Audit Center

The last final web step, Upload Supporting Documentation in Audit Center, allows districts to access the Audit Center to upload the required audit documentation to support all expenditures certified. This ensures districts proactively maintain a history for any back-up documentation related to their claim submission in the event of an audit.

From Section V.C.5

- 5. Direct Service Provider Management
 - a. The Contractor shall ensure that schools are using direct service providers that are enrolled in Nebraska Medicaid.
 - b. The Contractor shall work collaboratively with the Department and its contracted Medicaid provider enrollment vendor to assist schools in enrolling direct service providers and troubleshoot any issues that may arise.
 - c. The Contractor shall collect and routinely analyze direct service provider enrollment issues schools may encounter.

✓ Fairbanks understands and accepts this requirement.

Reducing and streamlining this administrative burden for the service providers and the Department has been a primary goal of Fairbanks in this project. The Fairbanks team brings a comprehensive understanding of the CMS Provider Reimbursement Manual, OMB Circular A-87 federal cost allocation guidelines, and the specific CMS requirements surrounding the cost reporting process outlined in 42 CFR 433.51 and has brought this knowledge to support and assist the service providers with their responsibilities under the new reimbursement methodology. Our comprehensive training approach (discussed in detail in Section V.I.4 – Contractor Support: Training), via multiple modes of communication, has aided the direct service providers in understanding their requirements to be eligible and enrolled with Nebraska Medicaid. (RFP Requirement V.C.5.a)

Working in collaboration with the Department and its contracted Medicaid provider enrollment vendor, Fairbanks has been able to clearly define the necessary eligibility requirements and confirm the accurate enrollment of direct service providers. Our approach to implementing and operating statewide programs includes a constant focus on customer service. This commitment has allowed Fairbanks to develop training opportunities to assist schools in properly enrolling as well as allow Fairbanks to routinely analyze provider enrollment issues that schools may encounter. (RFP Requirement V.C.5.b)

In order to routinely analyze provider enrollment issues, Fairbanks has developed a robust quality assurance process surrounding the need to ensure that the Nebraska schools are using direct service providers that are enrolled in Nebraska Medicaid. This process utilizes our MIPS Provider Match report to conduct quality assurance checks and identify any incorrect matches. Once identified, Fairbanks reaches out to the schools to resolve any issues.

Due to our extensive experience in working with schools, Medicaid agencies and enrollment vendors, we understand that our role is to serve as a conduit of information between everyone,



with the overall goal of ensuring proper and efficient compliance with all Nebraska Medicaid requirements. (RFP Requirement V.C.5.c)

Beginning with the September - November 2017 quarter, Fairbanks has successfully been ensuring that the Nebraska schools are using direct service providers that are enrolled in Nebraska Medicaid. It is understood that the Nebraska Medicaid Department of Health and Human Services (DHHS) utilizes a provider enrollment vendor to assist schools in enrolling direct service providers in Nebraska Medicaid. Due to the potential HIPPA constraints, any files listing the Medicaid enrolled providers, sent from DHHS to Fairbanks, are transmitted by a secure file transfer process. Data elements must be available on both the Participant List and the file received from DHHS, in order to match direct service providers on the school's Participant List with those properly enrolled and showing up on the list from DHHS. Each file received (bi-weekly) from DHHS is parsed into district specific lists, to ensure each provider is enrolled in the district in which they are providing services. In addition, each bi-weekly file transferred from DHHS is reviewed to eliminate any providers' enrollment effective dates that fall outside of the applicable quarter's dates. To accommodate these requirements, Fairbanks has implemented an efficient web-based solution for district users to ensure their direct service providers are properly enrolled.



D. Reporting Requirements

From Section V.D.1

D. REPORTING REQUIREMENTS RMTS Quarterly Updates The Contractor shall create written quarterly updates on the RMTS results for the Department's review and subsequent submission to CMS that shall include, but not be limited to: Participant statistics. Moments generated. iii. Valid coded responses received. Raw compliance percentages. The Contractor shall submit the quarterly RMTS updates to the Department for the following four(4) quarters: Quarter 1 - September through November i. Quarter 2 - December through February Quarter 3 - March through May Quarter 4 - June through August iv The Contractor shall make available to the Department reports in an excel format.

✓ Fairbanks understand and accepts this requirement.

Fairbanks is singularly focused on providing school-based Medicaid claiming services, which enables our firm to offer superior Random Moment Sampling (RMTS), Administrative Claiming, Cost Reporting and Settlement programs. Our integrity and adherence to policy and program guidelines are among our strongest assets and we believe it is this approach, coupled with easy-to-use technology and reporting that distinguishes Fairbanks from other bidders.

Within the Fairbanks system, a robust set of program monitoring and compliance tools and reports are available to DHHS staff, including, but not limited to: (RFP Requirement V.D.1.a)

- Participant statistics
- Moments generated
- Valid coded responses received
- Raw compliance percentages

Access to all data collected, including participant lists, time study results, financial reporting by districts, administrative claims and supporting documentation prepared by Fairbanks is provided to the Department on a quarterly basis. (RFP Requirement V.D.1.b) In addition, DHHS staff can access the Fairbanks System and run various reports in real-time. The list below provides a summary of some of the system generated reports currently available for the Department's review and subsequent submission to CMS. All these reports are available in an excel format. (RFP Requirement V.D.1.c) We also understand the need for special ad hoc reports. Fairbanks will continue to partner with DHHS to identify and accommodate any ad hoc reporting needs or customizations to our standard reports listed below.

PL Certified Report - The purpose of this report is to monitor district compliance related
to updating and certifying their quarterly Participant List. Fairbanks utilizes this report to
monitor compliance and notifies DHHS when districts are at risk of not meeting the
certification deadline. This report is available for DHHS to review at their discretion.



- PL by District The purpose of this report is to provide a count of total number of staff
 reported on each district's quarterly Participant List. Fairbanks utilizes this report to
 conduct quality assurance checks and identify variances from quarter to quarter for each
 district's Participant List. This report is available for DHHS to review at their discretion.
- Participant List The purpose of this report is to provide a breakdown of each district's Participant List. Fairbanks also utilizes this report to conduct quality assurance checks and identify variances from quarter to quarter for each district's Participant List. This report is available for DHHS to review at their discretion.
- **RMS Summary** The purpose of this report is to provide the number of time study moments needed, sampled, and certified for the state per quarter. This report is available for DHHS to review at their discretion.
- Finance Explanations The purpose of this report is to provide the responses each
 district has documented for the system quality and variance checks associated with their
 financial reporting. Fairbanks reviews this data and reaches out to districts if there are
 unclear or inconsistent responses. This report is available for DHHS to review at their
 discretion.
- **Finance Certified** The purpose of this report is to monitor district compliance related to updating and certifying their quarterly financial reporting submission. Fairbanks utilizes this report to monitor compliance and notify DHHS when districts are at risk of not meeting the certification deadline. This report is available for DHHS to review at their discretion.
- **Finance Results** The purpose of this report is to provide a breakdown of each district's financial reporting submission, including the costs they reported per category. Fairbanks also utilizes this report to conduct quality assurance checks and identify variances from quarter to quarter for each district's financial submission. This report is available for DHHS to review at their discretion.
- **RMS Compliance** The purpose of this report is to provide a breakdown of each district's time study compliance rate. Fairbanks also utilizes this report to reach out to districts that are at risk of not meeting the 85% compliance requirement. This report is available for DHHS to review at their discretion.
- **RMS Coding** The purpose of this report is to list all the time study survey responses by district and include Fairbanks' coding results. DHHS will run this report quarterly to conduct the coding state review. This report is available for DHHS to review at their discretion.
- RMS Certified The purpose of this report is to list all the time study survey responses by
 district and include if and when the moment was certified. This report is available for DHHS
 to review at their discretion.
- RMS Result The purpose of this report is to list the individuals selected for the time study including the coding activity and hits. This report is available for DHHS to review at their discretion.
- Certified MAC Claim The purpose of this report is to provide a breakdown of each district's MAC claim calculation. This report is available for DHHS to review at their discretion.
- Claim Variables The purpose of this report is to provide a breakdown of each district's claim variables including their Indirect Cost Rate (IDCR), Medicaid Eligibility Rate (MER), and Claimable Percentage for both enhanced and non-enhanced claims. This report is available for DHHS to review at their discretion.
- Audit Center Utilization The purpose of this report is to provide a breakdown of each
 district's use of the Audit Center. This report shows the seven folders available to the
 district each guarter and the number of files the district uploaded. This report is available



for DHHS to review at their discretion.

- MIPS Provider Match The purpose of this report is to provide a breakdown of each district's Direct Service providers and their Nebraska Medicaid enrollment status. Fairbanks also utilizes this report to conduct quality assurance checks and identify any incorrect matches. This report is available for DHHS to review at their discretion.
- Certified Cost Report Claim The purpose of this report is to provide a breakdown of each district's Cost Report claim calculation. This report is available for DHHS to review at their discretion.

As part of our ongoing services, Fairbanks will meet quarterly with DHHS to review the various components of each claim. These quarterly review meetings will cover program policy, trends, process enhancements, risk areas, and additional program related items the Department requests for consulting support. Fairbanks will facilitate these quarterly project status meetings with the Department for the following quarters, and more frequently as required: (RFP Requirement V.D.1.b)

- Quarter 1 September through November
- Quarter 2 December through February
- Quarter 3 March through May
- Quarter 4 June through August

The screen shots below display reports that are currently presented to the Department during the quarterly status meeting and are part of the Fairbanks quarterly Claim Reports. These reports can be modified at DHHS' request.

	Participant L	st by District				
						Percentage Change from Previous
District	MM20	JA20	SN20	DF21	MM21	Quarter
ADAMS CENTRAL PUBLIC SCHOOLS	20	20	20	22	20	-9.09%
AINSWORTH COMMUNITY SCHOOLS	18	18	20	23	23	0.00%
ALLEN CONSOLIDATED SCHOOLS	11	11	11	11	11	0.00%
ALLIANCE PUBLIC SCHOOLS	73	73	76	73	59	-19.18%
ALMA PUBLIC SCHOOLS	24	24	24	22	21	-4.55%
AMHERST PUBLIC SCHOOLS	12	12	12	12	11	-8.33%
ANSELMO-MERNA PUBLIC SCHOOLS	13	13	11	12	13	8.33%
ANSLEY PUBLIC SCHOOLS	14	14	14	14	14	0.00%
ARAPAHOE PUBLIC SCHOOLS	6	6	6	6	6	0.00%
ARCADIA PUBLIC SCHOOLS	7	7	8	8	7	-12.50%
WHEELER CENTRAL SCHOOLS	3	3	3	3	3	0.00%
WILBER-CLATONIA PUBLIC SCHOOLS	25	25	25	27	25	-7.41%
WILCOX-HILDRETH PUBLIC SCHOOLS	14	14	14	15	14	-6.67%
WINNEBAGO PUBLIC SCHOOLS	50	50	47	46	44	-4.35%
WINSIDE PUBLIC SCHOOLS	6	6	6	6	6	0.00%
WISNER-PILGER PUBLIC SCHOOLS	19	19	19	21	18	-14.29%
WOOD RIVER RURAL SCHOOLS	16	16	16	16	14	-12.50%
WYNOT PUBLIC SCHOOLS	13	13	14	12	11	-8.33%
YORK PUBLIC SCHOOLS	93	93	91	90	73	-18.89%
YUTAN PUBLIC SCHOOLS	15	15	12	15	15	0.00%
Grand Total	13530	13530	13578	13746	12705	-7.57%

Figure 24: Participant List Reporting



	NE RMTS Compliance								
State	Quarter	Cost Pool	Needed	Minimum	Sampled	Certified Count	Percent Complete		
Nebraska	MM21	Costpool1	2401	2761	2761	2722	113.37%		
Nebraska	MM21	Costpool2	385	443	443	425	110.39%		

Figure 25: State Compliance Reporting

	Sampled	Moments	%	%	District Met
District	Moments	Completed	Complete	Incomplete	Compliance?
Totals	3204	3147	98.22%	1.78%	Y
ADAMS CENTRAL PUBLIC SCHOOLS	8	8	100.00%	0.00%	Y
AINSWORTH COMMUNITY SCHOOLS	1	1	100.00%	0.00%	Y
ALLIANCE PUBLIC SCHOOLS	38	35	92.11%	7.89%	Y
ALMA PUBLIC SCHOOLS	10	10	100.00%	0.00%	Y
AMHERST PUBLIC SCHOOLS	3	3	100.00%	0.00%	Υ
ANSELMO-MERNA PUBLIC SCHOOLS	1	1	100.00%	0.00%	Υ
ANSLEY PUBLIC SCHOOLS	1	1	100.00%	0.00%	Y
ARAPAHOE PUBLIC SCHOOLS	3	3	100.00%	0.00%	Υ
ARLINGTON PUBLIC SCHOOLS	14	14	100.00%	0.00%	Υ
ARTHUR COUNTY SCHOOLS	1	1	100.00%	0.00%	Υ
ASHLAND-GREENWOOD PUBLIC SCHOOLS	5	5	100.00%	0.00%	Υ
AUBURN PUBLIC SCHOOLS	4	4	100.00%	0.00%	Υ
WAVERLY PUBLIC SCHOOLS	24	24	100.00%	0.00%	Υ
WAYNE COMMUNITY SCHOOLS	1	1	100.00%	0.00%	Υ
WEEPING WATER PUBLIC SCHOOLS	3	3	100.00%	0.00%	Υ
WEST HOLT PUBLIC SCHOOLS	2	2	100.00%	0.00%	Υ
WEST POINT PUBLIC SCHOOLS	3	3	100.00%	0.00%	Υ
WESTSIDE COMMUNITY SCHOOLS	61	61	100.00%	0.00%	Υ
WHEELER CENTRAL SCHOOLS	1	1	100.00%	0.00%	Υ
WILBER-CLATONIA PUBLIC SCHOOLS	3	3	100.00%	0.00%	Υ
WINNEBAGO PUBLIC SCHOOLS	2	2	100.00%	0.00%	Υ
WINSIDE PUBLIC SCHOOLS	1	1	100.00%	0.00%	Υ
WISNER-PILGER PUBLIC SCHOOLS	1	1	100.00%	0.00%	Υ
WOOD RIVER RURAL SCHOOLS	3	3	100.00%	0.00%	Υ
WYNOT PUBLIC SCHOOLS	2	2	100.00%	0.00%	Υ
YORK PUBLIC SCHOOLS	34	33	97.06%	2.94%	Υ
YUTAN PUBLIC SCHOOLS	3	3	100.00%	0.00%	Υ
Grand Total	6408	6294	98.22%	1.78%	Y

Figure 26: District Compliance Reporting



From Section V.D.2

- 2. Quarterly Cost Reporting
 - The Contractor shall perform the following activities for the quarterly CPEs documentation process:
 - Compare actual payments to school providers to costs identified on each specific school provider's quarterly cost report.
 - Ensure that each school provider receives a quarterly report of the actual costs of providing Medicaid allowable services.
 - b. The Contractor shall prepare, file and review administrative claiming financial information for the quarterly cost reports and submit the cost report outcomes to the Department in a Department approved format.
 - c. The Contractor shall make available to the Department reports in excel format.

The current web-based technology used by Fairbanks evolved from over twenty years of experience and feedback from CMS, state, and school district personnel to develop tools that meet program requirements and simplify the reporting and participation requirements for districts. By automating and web-enabling the cost-reporting processes, it provides both the State and the school districts built-in data quality measures, audit documentation, and a simplified method to complete their cost reports. Utilizing the Fairbanks system enhances the timeliness and accuracy of information, lessens the administrative burdens on both the State and on the school districts, while providing DHHS with a robust set of tools for training, reviewing costs, validating rates (MERs, IDCRs, etc.) and monitoring overall compliance. All collected data will be made available in any format that the department requests.



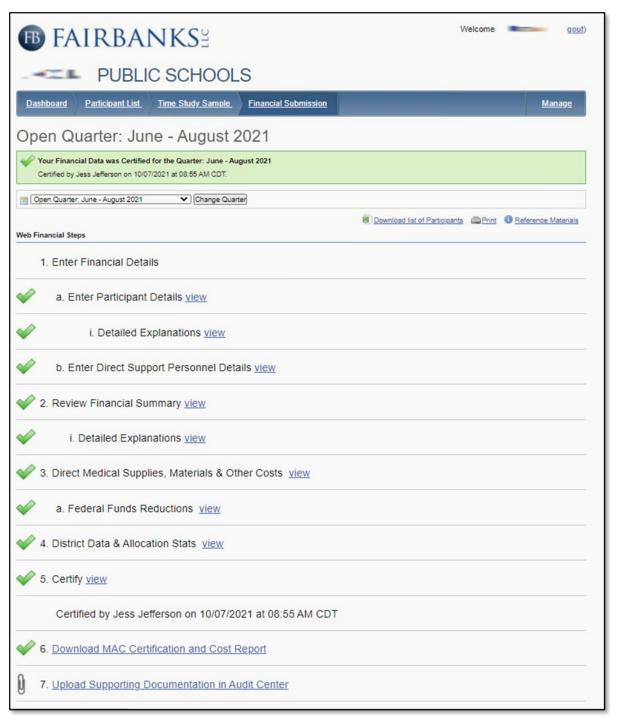


Figure 27: Quarterly Cost Reporting Module



The Fairbanks system streamlines the cost reporting process in several ways.

- Data Portability and Re-Use: The Fairbanks System can be configured and customized
 to capture the necessary data specific to the State of Nebraska to facilitate the Medicaid
 quarterly cost reporting and settlement process. These elements include salary and
 benefits expenditures from Financial Statements, unrestricted IDCRs, the time percentage
 derived from time study results, MERs, and any additional operating costs permitted by
 CMS and approved in the Nebraska Medicaid State Plan.
- **Data Pre-population:** Pre-populating certain fields within the cost reporting form reduces the administrative burden to providers. For example, general provider information such as the name of provider, Medicaid provider number, and the address of the provider, the IDCRs, the MERs, and the IEP ratios have been and will continue to be entered once and propagated throughout the system.
- Real-time Data Quality Checks: The Fairbanks System has built in data quality checks throughout its design. On the data collection screens, school districts are required to provide data in a consistent and formatted manner which forces strict compliance with the overall program guidelines and requirements. Capturing the data correctly at point of entry does and will continue to facilitate accurate and timely data collection.
- Reduction of Direct Data Entry Errors: The data quality checks that are built into the system reduce the overall likelihood that data-entry errors will creep into the process to adversely affect the cost settlement reporting process.
- Back-end Data Reasonableness Testing: Once the data is collected, Fairbanks staff
 conduct quality assurance reviews of the data submitted by the school districts. This quality
 assurance review analyzes variance levels on the reported data between time periods for
 the same local agency. This testing does and will continue to facilitate the comprehensive
 desk reviews that will be conducted.
- Comprehensive Audit Review: The Fairbanks System provides the functionality for a comprehensive analysis of Time Study percentages and results. The toolset also can be used in the field audits where we review quarterly reported financial data for accuracy. This enables 100% desk review of all submitted claims.
- **Automated Calculation:** All basic calculations in the data-collection for the cost reporting process are performed automatically within the system thus reducing reporting errors and adverse cost settlement results due to miscalculations.
- Upload Capability for Certification Documentation: The Fairbanks system enables school district personnel with the appropriate security credentials to review and electronically sign the certification documentation for their respective cost reports. These certification documents will be reviewed by Fairbanks and available to DHHS staff. After the review, an electronic audit file is created for each school district.

Utilizing the Fairbanks Web-Based Cost Reporting System will continue to enable Fairbanks and DHHS to:

- Collect, monitor, evaluate, and adjust school district Cost Report data throughout the entire process
- Communicate immediately with school districts if issues are identified with their submitted cost-report data
- Produce quarterly, yearly, and ad hoc reports on the progress of the school districts and on their actual settlement amounts
- Collect and analyze all the necessary cost-report data in a compact time frame



From Section V.D.3

- Annual Cost Reporting
 - a. The Contractor shall collect cost reports for direct services from each of the school providers according to the CMS approved methodology by October 1st of each year.
 - b. The Contractor shall complete an annual cost reconciliation process to compare interim payments to costs identified on each cost report.
 - c. The Contractor shall create a cost settlement report that includes the cost settlement amount for each school provider and shall submit the report to the Department for approval.
 - d. The Contractor shall obtain salaries, benefits, contracted <u>costs</u> and other allowable costs from theschool providers for the RMTS participants.
 - e. The Contractor shall assist the Department in the annual direct service CPEs documentation process. To assist in this process, the Contractor shall:
 - Merge appropriate interim payment data into the CPEs documentation materials.
 - ii. Manage, review and resolve interim payment inquiries from school providers.
 - The Contractor shall perform a reconciliation of CPEs at the school provider level in accordance with CMS' guidance.
 - g. The Contractor shall make available to the Department reports in exportable documents.
- ✓ Fairbanks understands and accepts this requirement.
- ✓ Fairbanks will collect cost reports for direct services from each of the school providers according to the CMS approved methodology by October 1st of each year as part of the Annual Cost Reporting process. (RFP Requirement V.D.3.a)

The Fairbanks system has been configured and customized to capture the necessary data specific to Nebraska to facilitate the Medicaid quarterly cost reporting and annual settlement process. This data includes Salaries, Benefits, Contracted Costs, Travel & Training, Dues & Fees, and Direct Medical Supplies costs from the district providers. In addition, the unrestricted IDCRs, the direct service time percentage derived from time study results, IEP ratios, and any additional operating costs, permitted by CMS and approved in the Nebraska Medicaid State Plan, is also obtained. (*RFP Requirement V.D.3.d*)

Fairbanks will complete an annual cost settlement process to compare quarterly Cost Report claim payments to annual Cost Report totals. (*RFP Requirement V.D.3.b*) From this, Fairbanks will create a cost settlement report that includes the cost settlement amount for each district provider and shall submit the report to the Department for approval. (*RFP Requirement V.D.3.c*) Fairbanks will make any/all reports, available to the Department, in exportable documents.

Fairbanks agrees to merge appropriate quarterly payment data into the CPEs documentation materials; and manage, review, and resolve quarterly payment inquiries from district providers, in order to assist the Department in the annual direct service CPEs documentation process. (*RFP Requirement V.D.3.e*)

Fairbanks will perform a reconciliation of CPEs at the district provider level in accordance with CMS' guidance. (*RFP Requirement V.D.3.f*)

Fairbanks make all reports available to DHHS in exportable documents. (RFP Requirement V.D.3.g)



From Section V.D.4

- 4. RMTS and Cost Report Help Desks Report
 - a. The Contractor shall create a written monthly RMTS and Cost Report Help Desks Report that contains the total number of calls and e-mails received by each Help Desk broken out as follows:
 - Number of calls received.
 - Number of calls answered.
 - Number of calls routed to voice mail.
 - iv. Number of calls routed to voice mail that were responded to within two (2) business days.
 - v. Average call hold time.
 - vi. Average call abandonment rate.
 - vii. Number of e-mails received.
 - viii. Number of e-mails responded to within two (2) business days.
 - ix. Summary of subjects of calls and emails received.
 - x. Summary of trends relating to the Help Desk information as described above.
 - b. The Contractor shall submit the RMTS and Cost Report Help Desks Report to the Department
 - c. The Contractor shall make available to the Department reports in excel format.
- ✓ Fairbanks understands and accepts this requirement.
- ✓ Fairbanks will create a written monthly RMTS and Cost Report Help Desk report.

Our Client Information Center (CIC) is provided with a state-of-the-art electronic call center software suite that allows Fairbanks to manage and monitor call volume. The system tracks all inquiries, including inbound phone number, date and time of call, and destination(e.g., answered by staff, placed on hold, transferred to voicemail, abandoned). The system measures duration of the call, time spent in queue, any time spent on hold, and time until abandonment.

The attributes of all support requests (including emails) are additionally recorded by the CIC in an issue-tracking software system. The source of the request is recorded along with a reportable summary of the inquiry, response, and resolution.

The data from both systems are periodically reviewed and utilized to appropriately staff the CIC and to ensure quality of service and response accuracy. The types of data included on these reports includes but is not limited to: (RFP Requirement V.D.4.a)

- Number of calls received.
- Number of calls answered.
- Number of calls routed to voice mail.
- Number of calls routed to voice mail that were responded to within two (2) business days.
- Average call hold time.
- Average call abandonment rate.
- Number of e-mails received.
- Number of e-mails responded to within two (2) business days.
- Summary of subjects of calls and emails received.
- Summary of trends relating to the Help Desk information as described above.

Fairbanks will continue to utilize this information to create a Monthly RMTS and Cost Report Help



Desks Report which can be made available to the Department in an excel format. (RFP Requirement V.D.4.b/c)

E. Audit Requirements

From Section V.E.1

E. AUDIT REQUIREMENTS

- The Contractor shall develop an Audit Process and Plan for school providers that will ensure program compliance based on CMS requirements, guidance and audit findings.
- ✓ Fairbanks understands and accepts this requirement.
- ✓ Fairbanks has a long history of operating statewide Medicaid reimbursement programs and throughout all the work and documentation, a strict adherence to program requirements is a core component. As such, audit processes and plans are vital to the overall success.

As the current vendor, Fairbanks implemented a Nebraska Audit Process and Plan for school providers to ensure program compliance based on national and state trends with the review and approval from DHHS. Fairbanks is focused on providing exceptional school-based Medicaid claiming, and it is this focus that enables our firm to offer the superior Random Moment Sampling (RMTS), Administrative Claiming and Direct Medical Services Cost Reporting and Settlement programs in the nation. Integrity and adherence to policy and program guidelines are among our strongest assets and we believe it is this approach, coupled with easy-to-use technology that distinguishes Fairbanks from other bidders. It is Fairbanks' goal to enable our clients to obtain all the Medicaid reimbursement to which they are entitled while strictly adhering to the applicable state and federal CMS regulations and guidelines.

Fairbanks maintains a core value that compliance with CMS requirements, guidance, and audit findings, along with strict adherence to approved program requirements helps ensure all eligible reimbursement is achieved and all rules followed. As an additional resource, Fairbanks's Judi Wallace has positively impacted the management of our programs from an audit perspective by providing expertise from her experience at CMS where she helped develop and manage program compliance. The Fairbanks' internal compliance program is comprised of three principal components that supplement and complement each other and taken together provides extensive assistance and support to all audit activities.

- 1. Technology
- 2. Internal Methods and Procedures
- 3. Audit Documentation and Support

Technology

The Fairbanks Solution has been developed and improved over years of working with state Medicaid and education agencies, districts and other state and local entities. Fairbanks continues incorporating best practices from our clients into state-of-the-art technology tools that support



workflows, complex calculations, edit checks and audit activities. As the Medicaid program consists of complex and often confusing requirements, audit effectiveness is frequently determined by the consistency of processes, the accuracy of calculations, and the retention of and access to source documentation for audit purposes.

While the specific procedures within each of our web-based RMTS, Administrative Claiming, and Direct Medical Services Cost Reporting and Settlement components vary, the underlying principles remain the same:

- Create user-friendly checks that assist DHHS and participating school personnel in easily and readily assuring that the data used for claiming is correct
- Use technology to verify data as close to the source as possible
- Enable the individuals using the system to verify and certify their own data through technology
- Provide real-time access to expert assistance that can support all system users
- Support technology processes with individuals who understand quality

The Fairbanks team takes detailed quality assurance steps with both the financial and time study data to avoid erroneous or improper payments of federal funds to school districts. For the financial data component of the claim, automated checks are used to verify that appropriate state and local funds are included in cost reports, and that expenses supported by appropriate state and local funding sources are included in the claim calculation. School districts submit financial expenditures by entering relevant financial information over a secure web-server that can quickly and efficiently identify cost outliers. These outliers are flagged for further review. Historical data is maintained so that comparisons and trend analysis can be conducted. Each school district can also be compared with peer-groups statewide. As with all aspects of our services, individuals are encouraged to refer to our online reference materials and to contact our Fairbanks Client Information Center with questions.

It is important to note that the Fairbanks system has been designed for full transparency for the end users, governmental agencies administering the program, as well as Fairbanks. Thus, all stakeholders can assess the progress and results of the program using the online website and reporting. DHHS will have access to real time reports, as well as access to each provider (while maintaining security). DHHS will be able to view, monitor and assess progress of each provider.

Internal Methods and Procedures

Over many years of working with state agencies, districts, and schools on school-based Medicaid reimbursement has engendered in us a sincere appreciation for program administration, oversight and compliance. We encourage strong risk management procedures and protocols to be followed in all of our claiming programs. For Fairbanks, compliance monitoring and claim oversight are incorporated into the process and administration of all our services and we have deployed this approach in the State of Nebraska since 2004.

Several measures are used to quality-assure time study data. These measures include, but are not limited to, in-depth Medicaid Coordinator and Random Moment Time Study Coder training, monitoring to identify individuals who have inaccurately completed the RMTS, documentation of time study data, electronic quality assurance of all time study data, and logic checks that



incorporate algorithms to demonstrate whether the amount of time coded is within the parameters of historical data and claiming. In addition to these measures, we maintain a Client Information Center that is available to answer questions from time study participants, Medicaid Prgram Contacts, or other personnel and to assist them in participating timely and correctly.

The Fairbanks team is dedicated to performing appropriate oversight and monitoring of the RMTS, Administrative Claiming program, and Direct Services Cost Settlement program to ensure compliance with state and federal guidelines. The Fairbanks team will provide ongoing monitoring and review of various components of the programs. The areas of review include, but are not limited to:

- Participant List staffing trends and inclusion
 - o Direct service provider enrollment into Nebraska Medicaid
 - o RMTS roster eligibility based on category
- Time Study sampling methodology, the sample, and time study results
 - o RMTS moments
- Training Material review of RMTS contact and financial training
- Financial Reporting assess outliers and trend analysis
 - Cost Reports
 - Annual and quarterly financial reports
- Documentation Compliance audit file training and documentation standards
 - Claims Reviews

Our team will examine participant list submissions, time study results, financial reporting, total costs in the claim and reimbursement levels for trends. Any significant variations from historical trending will be communicated to the districts, for explanation of the variance and potentially escalated to DHHS. In addition to the quality assurance measures that are applied at the point of data collection, our team also provides customized compliance reviews and monitoring procedures to validate claims as well as the claims' supporting documentation. The following types of activities are general examples of the types of procedures that exist:

- Reviews to determine trends in activity reporting with customized follow-up activities appropriate for the given situation.
- Reviews to validate that the appropriate individuals have been included in the program for claiming and that participant listings have not been artificially inflated or deflated.
- Additional training based on review results to help resolve issues and share best practices across participating districts.

For each stage of RMTS, Administrative Claiming, Direct Medical Services and Cost Reporting Settlement processes, providers and DHHS will have real-time access to the Fairbanks web-based system to review reports compiled by Fairbanks for its review and to conduct its own program reviews and audits.

Audit Documentation and Support

One of the key features of the Fairbanks Solution is our secure, web-based Audit Center. This tool supports both DHHS and providers during the site review process. It offers an upload feature as part of the quarterly financial process that allows providers to easily store source documentation in one central location with real time access. This enables providers to maintain a history of any



back-up documentation to support their claim submission and will be available for their reference at the time of an audit regardless of when it occurs. This tool provides an excellent audit trail and maintains a history for each quarter. It is also especially beneficial for providers during situations of staff turnover related to the personnel supporting the Administrative Claiming and Direct Services programs. The supporting documents will be saved and available to new staff for training and reference as well as to provide an audit trail. Finally, Fairbanks can assess the supporting documentation proactively in the event of a site review. This offers upfront collaboration with the providers to promote a more efficient audit review.

Our national experience allows us to consistently monitor program and policy trends, adapting our programs as necessary to maintain compliance with federal and state guidelines. It is our goal to utilize our national expertise, our web-based system, and our proven and successful processes to assist our clients and stakeholders with submitting the most accurate data while reducing the administrative burden for the end user. Our user-friendly data collection methodology, web-based technology, flexible training, and comprehensive support allow our clients to participate in RMTS, Administrative Claiming, and Cost Reporting and Settlement efficiently, saving time and effort while ensuring data and program integrity. Clients supported by Fairbanks have maximized allowable and appropriate revenues while minimizing the risks and administrative costs associated with claiming Medicaid reimbursement.

Fairbanks is also continually evaluating state and federal policies, best practices, and trends across all of its clients to help identify areas of improvement for not only the web- system, but our training and internal processes. The Fairbanks philosophy includes continuous process improvement to better the experience of our clients and stakeholders including our Quality Assurance program.

Our system has been specifically designed to create economies of scale regarding the different processes for the RMTS, Administrative Claiming, and Cost Reporting and Settlement programs. In addition to the efficiencies obtained from the web-based tool set, Fairbanks leverages its experienced employees. Fairbanks believes that there is no substitute for the dynamic problem-solving capabilities of a trained professional. The Fairbanks team dedicated to DHHS is responsible for continually monitoring each process from beginning to end. One of the Fairbanks advantages is the subject matter expertise of the dedicated team with over twenty years of experience within multiple states. This allows Fairbanks to use its experience and expertise during process evaluation.

The team will be consistently assessing our planning, design, development, production, and service to ensure that the program is achieving its goals. Fairbanks believes in the early identification and mitigation of issues/risks. We feel that this offers the best process and system in place to help meet our stakeholder's needs. As part of our Quality Assurance program, Fairbanks incorporates different tools within the website in conjunction with internal processes to validate the data submitted from the providers. This process includes verifying the submitted data passes certain systematic edit checks, following further evaluations conducted by experienced team members. The following section explain this is further detail:

System – Data Enforcement

Fairbanks uses data validation within its system to ensure that it collects clean, correct, and useful data from the providers. Each field within the Fairbanks system has been defined through



business process assessment. Fairbanks has incorporated these validation rules to ensure data entered fits certain patterns and that it is reasonable. Some examples of verification built into the Fairbanks system:

- enforce required fields to be entered,
- enforce correct field types (text/numeric),
- set parameters (e.g., not allow negative federal funds),
- utilize dropdowns to enforce integrity, and check formats (e.g., system will assess text entered for email addresses)

These verifications are the first tier to ensure that Fairbanks is receiving reasonable data from the providers. The system will have enforcement actions that typically reject any data that does not fit the data entry requirements. These actions will be conducted real-time as the user enters the data. The system will populate error messages to notify the user if data is not entered correctly, omitted (when required), etc. The user will not be able to proceed until data entered fits the defined requirements.

System - Data Verification

Once the data submitted by a provider has passed the Data Enforcement quality assurance tier, the data will go through a Data Verification tier which includes further validation of the information submitted by the provider. For example, the Fairbanks system includes smart edit checks for verification of plausibility. These edits are incorporated in the Fairbanks system and as a provider attempts to finalize certain steps of a process; the edit checks will be run across the defined data. If there are any flags triggered, the Fairbanks system will require that the end-user provide explanations regarding the data submitted. The edit checks are designed to alert the user of a possible inconsistency in the data to help eliminate common errors (e.g., submitting annual financial data for quarterly Administrative Claim submission).

It is important to note that in an instance where this type of edit check is triggered, the system is not indicating that the data is incorrect. The purpose is to notify the user to verify the data submitted for accuracy. The system is designed to collect the explanation from the users if the data is in fact accurate or allow the users to go back and resolve any issues. The goal is to set the edit checks, so they are not overly obtrusive to the end user while eliminating a significant portion of data submission errors.

Team Monitor, Review, and Verification

Throughout each component of the RMTS, Administrative Claiming and Cost Reporting and Settlement programs, Fairbanks team members will monitor, assess, and verify the data submitted by the provider as the data is received. These desk reviews constitute the third tier of the Fairbanks Quality Assurance program. The team members monitor the submissions to ensure the data is received in a timely fashion to meet required deadlines, and then evaluate those submissions to identify common issues to determine if training, process, website, etc. need to be updated to help eliminate future errors. Further, the Fairbanks team will be verifying the data submitted by the provider. They will review the responses provided in the system Data Verification steps to ensure the responses are logical and can demonstrate the accuracy of the fluctuation or data inconsistency identified. If the response is unclear or further follow-up is required, a Fairbanks



team member will work directly with the providers to validate the data if it is determined that there was an error in the data submitted, the team will work with the provider to un-certify the given process to allow the provider to fix any potential issues and re-certify. Once the initial review has been completed by the team on an individual provider level, they will conduct a more comprehensive data review to look at the data as a whole leveraging that data to improve data analysis.

Fairbanks uses statistical analysis to identify any potential outliers, anomalies, and trends. Fairbanks has several metrics that are used to assess each provider in relation to its peers and all providers within the state. If any of these providers are flagged as potential outliers, Fairbanks will contact the providers directly to assess that they are complying with program requirements, collecting, and reporting all the allowable participants, expenses, etc. Because of the diversity amongst all the providers within a state, there is no direct correlation to a provider being flagged as an outlier to their data submitted as inaccurate. The Fairbanks team will follow up directly to determine if the data is inaccurate and requires correction or if the data is valid and sufficient clarification has been provided to explain the reasons why the provider is an outlier.

Finally, the Fairbanks team will be continuously monitoring the process, flagging issues that need follow-up, fielding questions from the Fairbanks Client Information Center, etc. to identify any potential trends. If there are any trends identified, the team will work closely with the Project Manager, Technology Team, Client Information Center, and DHHS to make any necessary enhancements to the process and/or system. Furthermore, if any issues arise or concerns with data supplied by any of the providers, Fairbanks will follow our problem resolution process, consulting with DHHS where necessary.

Project Manager Review and Sign-off

The next tier of the Fairbanks Quality Assurance program is the Project Manager Review. The Project Manager uses reports to help review all the metrics, trends, and explanations for each component of the RMTS, Administrative Claiming, and Cost Reporting and Settlement programs. This is another level of quality review that is conducted on an ongoing basis. The Project Manager will be evaluating the data at a higher level for reasonableness and accuracy for each component after the Team Review in the above step has been completed for that specific process. The Project Manager brings considerable experience and years of program specific knowledge to this aspect of the review process. As one process closes, the next process opens. Once all the program processes have been completed, validated, and reviewed, the Fairbanks team will complete and send the quarterly Administrative Claims and Cost Reporting Settlements to the Project Manager for final review and sign off.

Audit

Once the Administrative and Cost Report claims have been finalized, the process is not complete. The final tier of the Fairbanks Quality Assurance program is the audit process. Fairbanks conducts internal audits to ensure the data submitted meets all requirements as outline by DHHS. Fairbanks leverages our Audit Center in this process. The Audit Center allows providers to easily store supporting documentation in one central location with real time access. This enables providers to maintain a history of any back-up documentation related to their claim submission and will be available for their reference during an audit. Once complete the Audit Center contains a full picture of the quarter by combining provider submitted back up documentation to system



generated Fairbanks reports.

Supporting Documentation	Uploaded by District/ESU	Maintained by Fairbanks	Required
Financial File Backup - Employees	✓		✓
Financial File Backup - Contracted Staff	✓		✓
Financial File Backup – Direct Support Personnel	✓		✓
Job Description – Administrative Personnel	✓		✓
Job Description/ Organizational Chart – Direct Support Personnel	✓		✓
Direct Medical Supplies, Materials & Other Costs	✓		✓
Other*	✓		
Program Contacts		✓	
Certified Participant List		✓	✓
Time Study Participants		✓	
Financial Reporting		✓	✓
Financial Summary Explanations		✓	✓

Figure 28: Audit Center File Cabinet

Providers are given training on what information to store in the Audit Center to help create a complete financial picture of each quarter. Listed below are the recommendations per section for the provider:

Financial File Backup - Employees

Financial file backup is required for each employee and any related costs as reported on the quarterly Financial Submission, to include salaries, benefits, travel & training, dues & fees, and federal fund back-out. The school district/ESU should provide financial detail from their payroll system to support the quarterly Financial Submission. Include documentation of formulas & percentages used to compute benefits. The financial documentation should contain line-item detail including fund, function, and object code. This information is utilized to ensure that the salary and benefits for only allowable provider categories are reported.

Financial File Backup - Contracted

Financial file backup is required for contracted costs as reported on the quarterly Financial Submission to include contracted costs, travel & training, dues & fees, and federal fund back-out. The school district/ESU should provide financial detail from their payroll system to support the quarterly Financial Submission. The school district/ESU should also include copies of invoices from the contractor so that invoices can be matched with the payments listed on the payroll report.

Financial File Backup - Direct Support Personnel

Financial file backup is required for each direct support personnel and any related costs as reported on the quarterly Financial Submission, to include salaries, benefits, travel & training, dues & fees, and federal fund back-out. The school district/ESU should provide financial detail from their payroll system to support the quarterly Financial Submission. Include documentation of formulas & percentages used to compute benefits. The financial documentation should contain line-item detail including fund, function, and object code. This information is utilized to ensure that



the salary and benefits for only allowable provider categories are reported.

Job Description – Administrative Personnel (Cost Pool 2)

The school district/ESU should include documentation to support the provider category or job title for administrative personnel (Cost Pool 2) included in the financial costs reported for the quarterly Financial Submission. This should be a job description which illustrates that Medicaid administrative activities are included in the job responsibilities.

Job Description or Organizational Chart - Direct Support Personnel

The school district/ESU should include documentation to support the direct reporting relationship between the direct support personnel and the position on the Participant List that they are supporting. This should be a job description or organizational chart.

Direct Medical Supplies, Materials & Other Costs Backup

Financial file backup is required for any direct medical supplies, materials and other costs reported on the quarterly Financial Submission. The school district/ESU should provide payroll system financial detail, invoices, or receipts to support the quarterly Financial Submission. These documents should clearly identify the items purchased to support their qualification as a reimbursable Cost Reporting Material/Supply.

From Section V.E.2

- 2. The Contractor shall ensure the Audit Process and Plan includes, but is not limited to:
 - A description of the procedures the Contractor will follow when performing claims reviews, audits of costs reports and audits of the RMTS.
 - b. Audit methodologies the Contractor will use.
 - c. A process for determining which school providers will be placed on a corrective action plan and a plan for following up with those providers.
 - ✓ Fairbanks understands and accepts this requirement.
 - ✓ Fairbanks will present and administer an approved Audit Plan with input and collaboration from DHHS.

The Fairbanks Audit Plan will be conducted with clear processes and a thorough understanding by all participants of their expectations. All aspects of the RMTS, Administrative Claiming, and Direct Services Cost Reporting/Settlement process will be part of the Audit Plan. Following the proposed plan outlined in this section, Fairbanks will communicate all required documentation a provider must have available for additional review and inspection. At the conclusion of each identified audit (above and beyond the 100% desk review incorporated into the Fairbanks approach discussed above) an Audit Report will be produced. This report will contain all the findings and recommendations that the provider and the State must take (RFP Requirement V.E.2.a.)

In our experience across the country, and in Nebraska since 2004, almost all identified findings are the results of a misunderstanding or an oversight, as opposed to fraudulent activity. However, should the results of any Fairbanks review create questions or red- flags, Fairbanks will immediately bring these situations to the attention of DHHS. Fairbanks takes very seriously the requirement to assist DHHS in the identification and elimination of fraudulent activity.



A historical database of all reviews will be collected and maintained by Fairbanks. All data is reviewed in duplicate. At the end of each audit review the provider is assigned one of three results:

- Pass meaning all data reviewed was supported
- Pass with Recommendations for Improvement meaning data was supported but there
 were identified opportunities for maximizing allowable and appropriate revenues,
 improving reporting methods for a clear audit trail, etc.
- Findings meaning issues were identified where the data was not fully supported or submitted incorrectly.

If findings are identified as part of an audit there is a Corrective Action Plan written outlining the items being corrected via adjustment and requesting the provider to explain how they will remedy their process to correct the issue in the future. This Corrective Action Plan must be signed by leadership and the resolution presented is reviewed to determine if it will eliminate the issues in the future. The provider will also be placed on a more frequent audit schedule. Each Corrective Action Plan will be closely monitored by Fairbanks and all steps will be executed in collaboration between Fairbanks and the identified provider. (RFP Requirement V.E.2.c)

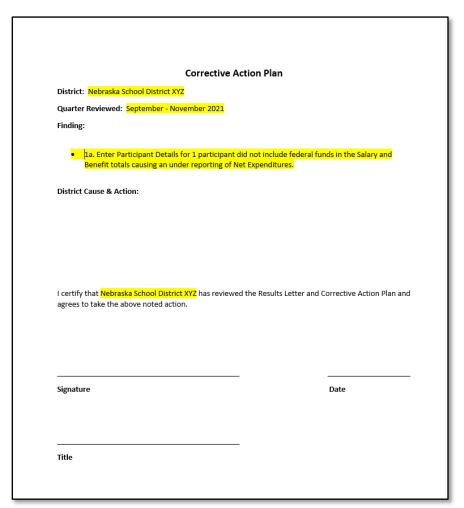


Figure 29: Corrective Action Plan



Receiving a Corrective Action Plan is the result of not having proper source documentation to support the data submitted or not following the guidelines of the program. Should a provider require a Corrective Action Plan, the Plan will include additional monitoring of subsequent data submissions to ensure the identified issues are not duplicated in future quarters. (RFP Requirement V.E.2.c)

From Section V.E.3

- 3. Audits shall include, but are not limited to, the following
 - Claims Reviews.
 - b. Cost Reports.
 - c. RMTS moments.
 - RMTS rosters' eligible categories.
 - Direct service provider qualifications.
 - Annual and quarterly financial reports.
- ✓ Fairbanks understands and accepts this requirement.
- ✓ Fairbanks has been in the State of Nebraska since 2004 and will continue to review and audit all aspects of the school reimbursement programs

The Fairbanks Audit Plan will include, but not limited to, the following (RFP Requirement V.E.3):

- Claims Reviews
- Cost Reports
- RMTS moments
- RMTS roster's eligible categories
- Direct service provider qualifications
- Annual and quarterly financial reports

The Fairbanks Audit Plan covers all aspects of the RMTS, Administrative Claiming, and Direct Services Cost Reporting/Settlement process. The comprehensive Plan will be approved annually by DHHS and upon approval, communicated to all providers so there is a clear understanding of program requirements.

From Section V.E.4

- 4. The Contractor shall review audit materials maintained in, at a minimum, <u>all of</u> the following records or systems:
 - MMIS (or system of record) claims.
 - b. Cost reports.
 - c. RMTS.
 - d. Educational records.
 - Desk reviews and claims reviews



- ✓ Fairbanks understands and accepts this requirement.
- ✓ A comprehensive Fairbanks Audit Plan will review all aspects of the claiming process, inclusive of all records or systems.

The Fairbanks Audit Plan will collect and review all identified data. The vast majority of the data will be submitted to Fairbanks via the web-based Fairbanks System through reporting requirements or via the Audit Center. The information in the Audit Center is categorized to provide guidance to the providers on the type of information and detail required to provide a complete and clear audit trail, for more detail on information collected see previous section. However, not all supporting material can easily be uploaded to the Fairbanks Audit Center As a result, Fairbanks will work with DHHS and the providers to access and review data maintained in, at a minimum, the following records or systems (RFP Requirement V.E.4):

- MMIS (or system of record) claims
- Cost reports
- RMTS
- Educational records
- Desk review and claims reviews

In our experience across the country, and in Nebraska since 2004, Fairbanks has an understanding that data can be stored in multiple systems that do not communicate clearly with each other. Our experience allows us to identify the necessary information and work with the various system to extract what we need in a non-intrusive manner. Fairbanks will work with DHHS and the providers to obtain all necessary clearances and approvals to review systems and records that may have privacy restrictions. As an approved agent of DHHS to conduct reviews, Fairbanks will adhere to all local policies and procedures.

From Section V.E.5

- 5. The Contractor shall develop a plan to determine which school providers will be audited during the next SFY and when those school providers will be audited. This plan shall contain, at a minimum, the following components and shall include the due dates described:
 - a. The Contractor shall ensure that at least fifty percent (50%) of all school providers are audited during each SFY and that each direct service provider is audited at least once every three (3) SFYs
 - b. The Contractor shall ensure that either a site review or a desk audit is completed for each audited school provider.
 - c. The Contractor shall deliver the annual audit plan to the Department for review and approval by June 1 of each year.
 - d. The Contractor shall update the audit plan annually to account for any changes to the process.
 - e. The Contractor shall implement the audit plan upon approval by the Department.
 - f. The Contractor shall develop and draft all documents and templates necessary to implement the audit plan approved by the Department. These shall include, at a minimum, all documents and templates necessary for performing, documenting and reporting all audit activities.
 - g. The Contractor shall submit all documents and templates to the Department for review and approval. The Contractor shall not use any documents or templates for any audit plan until those documents and templates have been approved by the Department.
 - ✓ Fairbanks understands and accepts this requirement.



✓ As we have been working with the State of Nebraska since 2004, Fairbanks will expand on the existing Quarterly Audit Expectations required by DHHS to coordinate a statewide Audit Plan and Process that all providers will participate.

Fairbanks commits to administering an Audit Plan of the participating providers throughout the State. We will conduct rolling quarterly audits of providers to ensure that 50% of all school providers are audited during each SFY. Providers will be rotated to ensure those that had findings in the past are reviewed again and including those that have not been audited to balance out the audit selection and provide an audit for each provider at least once every three SFYs. (RFP Requirement V.E.5.a.) As we have learned during our current engagement with the State of Nebraska, these audits are necessary to verify information on submitted data and to identify and correct submitted data that may contain information inconsistent with reporting measures or submitted data contains erroneous information. Audits help ensure providers are accurately reporting within the guidelines of the established program which is why we strive to review all providers once every three SFYs. (RFP Requirement V.E.5.b.)

As part of the Fairbanks audit process, we will continually evaluate, refine, and improve our plan. This would include but not be limited to updating the review process, communication materials, and trainings to address any reoccurring issues based on audit findings or process feedback. Annually we will update this process to create a living, growing audit process to continually support the changing requirements of the providers and programs. Fairbanks will communicate this audit plan and audit program to all providers prior to the start of each state fiscal year (SFY). Prior to the SFY, Fairbanks will submit the proposed plan to DHHS to provide time for the Department to review and approve. This will occur prior to June 1st each SFY. (RFP Requirement V.E.5.c)

When an audit is determined to be appropriate for a provider, Fairbanks will proceed with the audit using the Audit Center documentation. Should insufficient information be loaded into the Audit Center, Fairbanks will reach out to the provider requesting additional data be uploaded clearly outlining which item is missing and the associated supporting documentation requirements. Below is an example of the email sent to the provider. Each email is customized to only include the bullets appropriate for that provider to assist in targeting the data needs.



In an effort to continuously improve the accuracy of financial reporting for both the Medicaid Administrative and the Cost Reporting claims in Nebraska, Fairbanks has implemented an internal review of five percent of participating school districts on a quarterly basis. Your district has been selected as one of the five percent for the June - August 2020 (JA20) quarter. As part of this review, we have determined that the following information is needed/needs clarification:

- Job descriptions for the Administrative Cost Pool (CP2) Needed
- Job description/Organizational Chart for Direct Support Personnel Needed
- Financial File Backup for Employees Salary and Benefits Needed
- Financial File Backup for Contracted Staff Needed
- Financial File Backup for Direct Support Personnel Needed
- · Travel & Training Documentation such as vouchers, invoices, or receipts Needed
- Dues and Fees Documentation such as vouchers, invoices, or receipts Needed
- Direct Medical Supplies, Materials & Other Costs Needed

PLEASE NOTE — do not upload any confidential or sensitive data to the Audit Center (e.g. Social Security Numbers, student names, Protected Health Information).

Please reply to this email once you have uploaded the required documentation to the Audit Center.

To access the Audit Center via the "Manage" Tab:

- Login to www.fairbanksllc.com
- · Click on the "Manage" tab in the top right of the screen.
- Click on the "Audit Center" link beneath the blue banner.

Note: There is a size limit of 10 megabytes (MB) per file that can be uploaded at once.

If you would like more information about how to use the Audit Center or would like documentation examples, please refer to the "Audit Center Training" and "Audit Center Documentation Example" PDFs that can be found in the Reference Materials under the Program Documents section at the bottom of the Fairbanks Dashboard webpages or contact the Client Information Center at 877-219-1316 for assistance.

Thank you for your cooperation and assistance during the JA20 Audit Center Review. We look forward to working with you on any follow-up activities, as well as assisting in improving the delivery of Medicaid services in Nebraska.

Figure 30: Example of Insufficient Data Request

The Fairbanks Audit Plan will be reviewed throughout the SFY as the work is completed and will update the Plan at least annually to account for any changes to the process. (RFP Requirement V.E.5.d) Fairbanks commits to implement the Audit Plan upon approval from DHHS. (RFP Requirement V.E.5.e) Fairbanks will be responsible for the development of all documents and templates associated with the Audit Plan and will present to DHHS for approval. At a minimum, this will include all documents and templates necessary for performing, documenting, and reporting all audit activities. Fairbanks will not administer any of these templates and documents without DHHS approval. (RFP Requirement V.E.5.f and g)



Thank you for your cooperation and assistance in the March - May 2020 (MM20) Internal Audit performed by Fairbanks LLC.

The purpose of this audit is to review a sample of supporting documentation for eligible expenditures as reported by your school district. Upon review of the documentation requested from your school district, we are pleased to inform you that we have no findings to report.

This is an internal review conducted by Fairbanks in an effort to help minimize future audit findings. Thank you for your cooperation and assistance as we continue to strive to improve the delivery of Medicaid services in Nebraska. Please reach out if you have any questions.

Fairbanks LLC

Support Line: 877-219-1316

Fax: 312-264-5590

Email: info@fairbanksllc.com

Figure 31: Example of Audit Results Letter Template - No Findings



Thank you for your cooperation and assistance in the March- May 2020 (MM20) Internal Audit performed by Fairbanks LLC.

The purpose of this audit is to review a sample of supporting documentation for eligible expenditures as reported by your school system. Upon review of the documentation, we discovered items that require action by your school district or improvement for future reporting.

Attached you will find the Corrective Action Plan detailing those items for your district. Due to these findings, Fairbanks has corrected these values and re-calculated your MAC and Cost Report quarterly claims. The resulting change to the MAC claim is (\$xxx). This adjustment has been made in the Fairbanks system. The monies will be adjusted in the next quarterly claim. As for the Cost Report, the resulting change is (\$xxx). This adjustment has been made in the Fairbanks system. The monies will be adjusted in the next Annual Cost Settlement.

Please log into the Fairbanks system and re-certify the March - May 2020 (MM20) Financial Submission as soon as possible.

In an effort to ensure that these findings are not repeated, we require you to complete the attached Corrective Action Plan. Please complete the "District Cause & Action" section by indicating how this error occurred and what your district will do to avoid these errors in the future. This document should be reviewed and signed by the individual responsible for completing this report. Please scan and email this document to Fairbanks LLC at NEInfo@fairbanksllc.com no later than September 15th, 2021.

(Optional Section) In addition, we do have recommendations for improved reporting for your school district:

Item 1

This is an internal review conducted by Fairbanks in an effort to help minimize future audit findings. Thank you for your cooperation and assistance as we continue to strive to improve the delivery of Medicaid services in Nebraska. Please reach out if you have questions.

Fairbanks LLC

Support Line: 877-219-1316

Fax: 312-264-5590

Email: info@fairbanksllc.com

Figure 32: Example of Audit Results Letter - Findings and Corrective Action Plan



F. Project Planning and Management

From Section V.F.1

Outreach

- a. The Contractor shall provide outreach on a quarterly basis to school providers that are not participating in school based claiming. See Attachment 2, Provider Listing. This outreach shall include, but is not limited to, all of the following:
 - E-mail contact or newsletters.
 - Conference calls or video meetings.
 - Making available mock cost reports and other information that show what a new school provider would be required to do for school based claiming so that the school provider can perform a cost-benefit analysis.
 - iv. Receiving and answering questions posed by school providers.
 - Creating and disseminating fact sheets and other materials to market school based claiming.
- b. The Contractor shall submit all outreach materials to the Department at least ten (10) business days prior to the Contractor printing or disseminating such outreach materials to any school provider unless the Department approves a shorter submission deadline. This submission requirement shall not apply to items that are directed toward and addressed to direct service providers.
- ✓ Fairbanks understands and accepts this requirement.
- ✓ Outreach to all school providers in the State of Nebraska, both those participating and not participating in school-based claiming, will be a quarterly effort to facilitate and foster participation.

Fairbanks has implemented statewide RMTS, Administrative Claiming, Cost Reporting, and Settlement projects in multiple states across the nation, including Nebraska. Fairbanks has also worked with the school districts in Nebraska since 2004 and understands the importance of robust, timely, and consistent communication. Based on our experience in implementing statewide programs, Fairbanks LLC has developed a catalog of materials that we can and will customize and deploy quickly according to individual client needs. The communications that go to non-participating school providers will have a different focus than those that go to participating school providers but are no less important.

Fairbanks will deploy several outreach mechanisms, including but not limited to: (RFP Requirement V.F.1.a)

- **Email contacts or newsletters:** Targeted email communications to non-providers and/or newsletters with program updates will be sent on a quarterly basis.
- Conference calls or video meetings: Fairbanks regularly uses toll-free conference calls and webinars conducted via computers as means of communication.
- Making available mock cost reports and other information to show what a new school provider would be required to do for school-based claiming so that the school provider can perform a cost- benefit analysis: To alleviate any confusion, Fairbanks will use templates that show the steps and time estimates required to participate in the programs.



- Receiving and answering questions posed by school providers: All Fairbanks
 Nebraska client team staff and client information support staff are trained to answer
 questions and ensure the appropriate Fairbanks staff person provides the requested
 information.
- Creating and disseminating fact sheets and other materials to market school-based claiming: Fairbanks understands the importance of helping to promote the programs available in the State of Nebraska and will create fact sheets and other materials to do this.

The entire Fairbanks team, from dedicated project staff to client information center support staff, are trained to assist participating and non-participating school-based claiming and direct service staff. The overall success of our statewide projects, and our work in Nebraska since 2004, has been aided by efficient and effective communication, in a wide set of approaches.

Fairbanks has an extensive set of materials to customize to the specific needs in the State of Nebraska. Items in this catalog include, but are not limited to:

- School district-specific training materials for live, web-based, and individually paced training seminars
- Process maps and detailed descriptions of our CMS-approved Random Moment Sampling methodology and process
- Detailed descriptions of the Fairbanks LLC centralized coding process that has been approved and deployed in several other statewide RMTS/MAC programs
- Examples of customized, real-time reporting capabilities that the Fairbanks web-based system can provide, as well as examples of ad-hoc and quarterly reports that have been provided in the past
- Examples of automated and system-generated mailings that have been deployed in Nebraska and other states
- Provider and Participant Newsletters (See Section V.H.2 Contractor Communication: Newsletter)

All of these materials can and will be customized to the individual needs and specifications of the Department and target audiences. In past implementations of this nature, as well as in Nebraska, the Fairbanks team has worked with the client to develop materials that are appropriate for the specific project and audience in question. Using standardized review and sign off procedures, agreed to in writing by both parties, Fairbanks has been able to quickly customize and deploy materials that adhere to the client's style and branding requirements.

Fairbanks LLC is prepared to provide the Department with drafts for review of all outreach materials at least ten (10) business days prior to printing or disseminating any outreach materials. (RFP Requirement V.F.1.b) Fairbanks will work collaboratively with the Department to ensure all materials are reviewed throughout the life of the contract. Fairbanks understands that this requirement does not apply to materials directed and addressed to direct service providers. While the timeline may not be required for review of direct service provider materials, Fairbanks will work with the Department on these materials as well to ensure consistency and appropriateness of everything that is disseminated.



From Section V.F.2

- 2. Ongoing Email Communication
 - a. The Contractor shall provide ongoing email communication with direct service providers and school employees providing administrative activities as needed. This communication shall include, but is not limited to, the following:
 - Submission deadlines for RMTS, RMTS rosters, salaries, benefits and other relevant financial information.
 - ii. Certification of financials.
 - iii. School provider compliance for time study participation.
 - b. The Contractor shall copy the Department on all ongoing email communication.
- ✓ Fairbanks understands and accepts this requirement.
- ✓ Timely email communications with direct service providers and school employees
 providing administrative activities will be a central communication hallmark
 throughout the life of the contract with the State of Nebraska.

Fairbanks understands that client service and timely communication are integral to the success and quality of the submissions for RMTS, RMTS rosters, salaries, benefits, all other relevant financial information, certification forms, and RMTS compliance participation. In addition to proactively monitoring communications and contacting direct service providers and school employees with any issues, Fairbanks provides a dedicated toll-free number to assist with any inbound support-related issues.

To obtain these results, Fairbanks has dedicated a significant amount of effort to our project management, communication plan, web-based tool set, and client service. Fairbanks will work closely with the Department to determine milestone dates and the associated communication strategy to support not only the Department's needs but the needs of the service providers to successfully adhere to the program requirements and submission deadlines. To give the service providers the information and training they need, Fairbanks relies on several communication methods. The Fairbanks system and approach was created to ensure 100% of the participating service providers have access to the type of program support they need. Fairbanks has demonstrated its commitment to client service excellence by the participation of our dedicated team in on-site visits, on-site training, webinar training, telephone support, and conference calls in similar projects across the country, and in Nebraska since 2004. The Fairbanks project team also monitors all communications (inbound/outbound) to ensure quality and clarity. For example, all outbound emails for the notification to service provider contacts and the RMTS notifications are monitored. To ensure that all emails have been received. Fairbanks monitors all rejected emails. If there are any rejections, Fairbanks will notify and work closely with the service providers to identify and resolve any issues. We will work closely with the service providers to ensure we have updated email addresses; server security is set up to send/receive, and the service providers have the ability to monitor their progress of all processes in real-time online.

In addition to our various methods of communication, Fairbanks has an on-going quality assurance and monitoring plan. Not only do we monitor the success of communications, but Fairbanks also monitors the service providers' progress and compliance during each process. Fairbanks will proactively contact the Department and the service providers if any issues are



identified through the quality assurance and monitoring process. We strongly believe in

preventative measures to decrease incorrect data entry or system issues that can cause invalid results. Furthermore, we believe in early identification of issues or defects so that they can be resolved without impacting process, deadlines, or results. (RFP Requirement V.F.2.a.i)

Fairbanks administers the RMTS by sampling employees at random moments or specified minutes over the course of a claiming quarter and compiling these results at the statewide level. This method provides a statistically valid means of determining what portion of the selected staff's time is spent performing reimbursable activities under the Nebraska program. The Fairbanks team's approach to the time study process is to minimize unnecessary administrative burdens on schools and school personnel while maintaining the statistical integrity of the methodology. Districts have been utilizing the Fairbanks system statewide since 2017, providing the efficiency of a field tested, end-user-proven system.

Each calendar quarter, participating entities report eligible staff to Fairbanks via the Participant List process. This employee data is then compiled statewide and divided into the appropriate cost pool. A portion of the statewide pool is then sampled to participate in the RMTS time study, along with the total number of eligible time study moments for the quarter. The moments are determined by conducting a review of calendars for the quarter and selecting the time frame (beginning and end dates) for the time study period based on the majority of calendars. In addition, certain days will be excluded that are not reflective of typical activities or when entities are closed (i.e., school and state holidays).

The sample indicates the specific date and time that the employee is to be surveyed, or "sampled" (selected employees may be sampled more than once during a given quarter because of random selection). During the Participant List process, email addresses will be gathered for every participant. For those individuals that are sampled, an email will be sent to them one (1) day prior to their sampled moment with a username and password to access the system and complete the study.

Fairbanks will provide ongoing email communication with the Financial Contact at the school as reminders to submit Financial Certifications, as well as late notices when appropriate. (RFP Requirement V.F.2.a.ii)

In all aspects of the management of the administrative claiming and direct service claiming, Fairbanks will closely monitor provider participation and will contact those providers who appear either unresponsive or delayed in their response to requests. All of this oversight is in addition to the routine and systematic email system that is deployed to remind and update all school providers of upcoming deadlines. Follow-up will occur in the following order:

- Level 1 Email will be used to immediately follow-up with individuals. If no response is
 received within 24-48 hours, it is escalated to level 2. Escalation will occur immediately if
 the email is rejected or returned.
- Level 2 A phone call is made to the individual. If no response is received within 24-48 hours, it is escalated to level 3.



- **Level 3** An email is sent to the individual's supervisor. If no response to the follow-up email is received with 24-48 hours, it is escalated to level 4.
- **Level 4** A phone call is made to the individual's supervisor to resolve the situation. If training is required, it will either be provided at that point or arranged to be provided at a future date.

For those individuals who do not have email accounts, an RMTS Contact at the represented school will be able to print the notification and inform the sampled participant. After the specified date and time have passed, the sampled employee will be expected to complete their time study survey via the Fairbanks web-based system. To help ensure timely compliance with RMTS survey selection, Fairbanks will send a reminder message for any moment that is over one (1) day past due, two (2) days past due, and three (3) days past due. A daily summary message of outstanding moments is sent to the RMTS Contact at the district. At any time during the entire quarter, the RMTS Contact can log into the system, monitor compliance, and through the system independently remind sampled participants to complete the time study survey. (RFP Requirement V.F.2.a.iii)

Fairbanks understands the importance of working with their partners at the Department and will copy the Department on all ongoing email communications. (RFP Requirement V.F.2.b)



From Section V.F.3.a

Consulting Work (Approximately 200 hours for the entire contract period including the renewal options. See Attachment 4, State Cost Proposal Template.)

The Department, at its sole discretion, may request the Contractor perform consulting work as listed in this section.

- a. Consulting services may include, but are not to be limited to, the following:
 - Make recommendations that are in accordance with federal guidelines, regulations and statutes.
 - ii. Identify opportunities to improve Nebraska Medicaid school based claiming services.
 - iii. Identify and advise on potential federal policy or regulation changes as the result of Government Accountability Office reports, OIG audits, CMS financial management review, or other federal reports or directives.
 - iv. Review and advise regarding the impact of State Medicaid Director Letters, proposed or final CMS regulations, or other federal policy changes that may impact Nebraska Medicaid school based claiming services.
 - Make recommendations for strategies to respond to changes in the overall healthcare market in Nebraska
 - Draft responses or provide strategic feedback on the Department's responses to questions from CMS.
 - vii. Provide technical guidance to the Department to respond to informal and formal requests for additional information from CMS.
 - viii. Draft position papers or questions to CMS.
 - ix. Attend meetings and/or conference calls between the Department and CMS.
 - x. Provide technical guidance to the Department regarding development or changes to the school based claiming reimbursement methodology.
 - Provide guidance in developing communication strategies and responding to questions raised by the following parties:
 - OIG.
 - 2. State or federal auditors.
 - 3. The Nebraska governor's office.
 - The Nebraska General Assembly and its committees
 - xii. Assist the Department in any school based claiming services audit conducted at either the state or school provider level.
 - xiii. Assist the Department in compiling documentation, draft responses and participate in audit conference calls or meetings as requested by the Department.
- ✓ Fairbanks understands and accepts this requirement.
- ✓ Fairbanks is capable and wiling to assist the State of Nebraska on a wide array of consulting services, as needed.

Fairbanks is a national consulting firm, comprised of principals and staff dedicated to providing uncompromising quality and client service to state and local governments. Fairbanks has unique Medicaid expertise to create reliable solutions in School Based Medicaid Administrative Claiming and for Direct Service Cost Reporting inclusive of Cost Settlement.

The Fairbanks management team has extensive public sector management and consulting experience concentrated on School Based Administrative Claiming and Direct Service Cost Reporting, Cost Settlement, and billing. Members of the Fairbanks team have been fully engaged in school-based Medicaid claiming since the inception of these programs in 1999. Our entire proposed project team has extensive experience in policy and client consulting. Specifically, our team includes the in-house expertise of Judi Wallace who joined Fairbanks in 2019 from CMS. Judi Wallace will serve as the Policy Lead for the project. She joined the Fairbanks team after retiring from Centers for Medicare & Medicaid Services (CMS). Ms. Wallace has more than 25



years of professional experience in Public Health and Special Education, inclusive of 15 years as a Senior Policy Analyst at the CMS. Judi's responsibilities included the review and management of school-based Medicaid programs providing analysis and approval of random moment time study methodologies (RMTS) for the following states: Alabama, California, Colorado, Illinois, Pennsylvania, North Carolina, New Jersey, Missouri, Texas, Washington state, and Kentucky to name a few. Fairbanks has both the significant national experience and seasoned staff that will partner with Nebraska DHHS to help navigate CMS policy and ensure program compliance.

The members of the Fairbanks team have designed, implemented, and operated various Administrative Claiming and Direct Service Claiming programs, throughout their careers developing policy and procedures for States to meet Medicaid compliance requirements in accordance with federal guidelines, regulations, and statue. In fact, the Fairbanks team designed and implemented some of the first Administrative Claiming and Direct Service billing programs in the country. Fairbanks has been involved in all aspects of Medicaid reimbursement from its inception including:

- Initial program design and development with State agencies, including development of Cost Allocation Plans, State Plan Amendments, Implementation Plans and Program Monitoring, and ongoing Plan Reviews.
- Operations and delivery of statewide Random Moment Sampling (RMTS) programs.
- Negotiations and review to obtain program approval from the Centers for Medicaid and Medicare Services (CMS).
- State Plan Amendment and Cost Allocation Plan development and submission.
- Design of web-based technology to administer the Administrative Claiming participant reporting process, time study, financial reporting, and claim/invoicing processes.
- Implementation of school-based Medicaid claiming programs for LEAs.
- Design and implementation of Medicaid claiming for both public health and mental health agencies.
- Training and support of clinicians during implementation phases and ongoing claim processing.
- Program transformation and ongoing support and enhancement of mature projects
- Development, implementation, and support of program audits, including creation of audit/review plans, supplying program documentation, source documents, electronic files, etc.
- OIG audit review and support.

The Fairbanks team has designed, implemented, and operated web-based Medicaid claiming and consulting services in over 12 states, representing over 8,000 LEAs, 13 million students and a variety of agencies. Members of the Fairbanks team designed and implemented many of the first Medicaid Administrative Claim programs in the nation beginning in 1999.

Fairbanks has since worked with thousands of school districts across the county, as well as Medicaid and state educational agencies in the development, implementation and monitoring of their school Medicaid programs. In addition, Fairbanks has worked with multiple states across the country to facilitate responses to OIG Audit requests and inquiries regarding their school-based Medicaid programs.

Over the course of the past 5 years, since award of the statewide program, Fairbanks has provided ongoing consulting services and support to DHHS. Some examples of our consulting



services include:

- Seamlessly transitioned the program to Direct Service Cost Reporting including expanded categories - this transition included negotiations with CMS to gain approval for changes to both the NEBMAC Guide and State Plan Amendment.
- Trained and transitioned 259 school districts/ESUs to a cost reporting methodology under the new statewide programs.
- Ensured that schools are used direct service providers who are enrolled in Nebraska Medicaid by implementing an efficient web-based solution.
- Created a Provider Match Grid to ensure that categories from the Medicaid Enrollment vendor aligned with the categories approved in the State Plan Amendment.
- In partnership with DHHS, guided CMS negotiations to update approved NEBMAC Guide with State of Emergency Response language regarding COVID-19.
- Provided guidance and language to assist DHHS in responding to both OIG and CMS following OIG audit findings.
- Performed two separate reviews on the OIG findings. One review was for Fairbanks' work and the second for the other vendor's work. The OIG audit period preceded the statewide contract. There were two consortia working in the state at the time and Fairbanks was the vendor for one of the two. Fairbanks' work on other consortium's claims resulted in contract #93005 O4 between the Nebraska Department of Health and Human Services and Fairbanks, LLC.
- Provided analysis and guidance to adjust the time study time frame within the 7am 4pm window to reduce the number of moments coded to Code 11 Non Paid, Non Work.
- Effectively communicated with districts to remove all Principals from the Participant List due to a change in the Indirect Cost Rate (IDCR) calculation.
- Implemented an online collection process to obtain student data counts for children over/under five years old, that are Medicaid eligible and have Medicaid eligible services written in their IFSP/IEP on a quarterly basis. (AMENDMENT TWO - Contract 77042 O4)

Fairbanks will continue to work closely with the Department on all aspects of programmatic management, and should the Department decide, at its sole discretion, that separate consulting engagements would be advantageous to the Department and the success of the program, Fairbanks will commit to work closely with the Department. All the listed possible consulting work in this section are areas in which Fairbanks has considerable experience and will eagerly assist the Department in their execution. (RFP Requirement V.F.3.a)



From Section V.F.3.b, c, d, and e

- b. The Contractor shall ensure that any consulting projects will not compromise any deliverable due dates specified in the Scope of Work.
- c. The Department may initiate a consulting project by submitting a written request to the Contractor for an estimate of the hours and services required to complete the work. The Contractor shall respond in writing to the Department's request for an estimate within three (3) business days of receipt of the request. The Contractor's response shall include:
 - i. i. An estimate of the hours needed to complete the project.
 - ii. The activities and milestones required to complete the project.
 - iii. In the event the Contractor's estimate of hours needed to complete the consulting project exceeds twenty (20) hours, the Contractor's response shall also include <u>all of</u> the following:
 - A description of the personnel commitments for the consulting project including:
 - 1). The names of all persons assigned to the consulting project.
 - The work responsibilities of each person assigned to the consulting project.
 - The estimated hours that each person will need to complete his/her work responsibilities.
 - A timeline delineating the estimated completion dates of activities critical to the consulting project.
 - A breakdown of the hours required per critical activity.
 - iv. The Department will review the Contractor's response and may elect not to have the Contractor perform any or <u>all of</u> the additional consulting projects or may request changes to the Contractor's response.
 - v. The Department will elect to have the Contractor perform additional consulting projects at the Department's sole discretion.
- d. The Contractor shall not begin a consulting project without the prior written approval between the Department and the Contractor.
- The Contractor shall not perform any consulting project for which funds are not available in the Contract.
- ✓ Fairbanks understands and accepts this requirement.
- ✓ A clear process for engaging with the State of Nebraska on additional consulting projects is understood and agreed to.

As outlined throughout our response, Fairbanks will develop a clear work plan, in collaboration with the Department, to meet all of the deliverable dates outlined in the Scope of Work. Fairbanks understands and agrees that all of the possible consulting work that the Department may request will in no way alter the due dates and Scope of Work. (RFP Requirement V.F.3.b) Fairbanks will dedicate appropriate staff resources to ensure the Scope of Work is executed for the additional consulting work request.

Prior to written approval, it is understood and recommended by Fairbanks that a written request and cost estimates be provided so that both sides, the Department and Fairbanks, have a clear agreement of the needed work. (RFP Requirement V.F.3.c) It is our experience in providing services to state agencies across the country that written requests go a long way to avoid misunderstanding of deliverables and leads to success of the requested work to meet project timelines. Fairbanks will work within the outlined timelines and within the above stated process,



should the Department request consulting work. Fairbanks understands that all requested consulting work will only begin once written approval is provided. (RFP Requirement V.F.3.d) It is also understood that Fairbanks will not perform any consulting project for which funds are not available in the contract. (RFP Requirement V.F.3.e)

From Section V.F.4

- 4. Cooperation with Other Entities and Programs
 - a. The Contractor shall develop processes and procedures and designate points of contact for collaboration with programs that serve children and their families including but not limited to the Nebraska Medicaid Managed Care Organizations. Collaboration is expected to ensure access to and provision of medical services for Medicaid eligible children.
- ✓ Fairbanks understands and accepts this requirement.
- ✓ Collaboration with other entities and programs in the State of Nebraska is an important aspect to the overall success of the project and the success of the program in the State.

Fairbanks is recognized as a national leader in the implementation of statewide web-based school based RMTS programs for both Medicaid Administrative Claiming (MAC) and Direct Service cost settlement purposes. As a result, we have significant and relevant experience and understand Nebraska's programmatic requirements and have the ability to assist the Department in quickly and efficiently executing this contract within the tight timeframes stipulated in the RFP, and as evidenced by our long history in working together with the State of Nebraska.

Fairbanks will interact with other Medicaid contractors, consultants, Nebraska Medicaid Managed Care Organizations, or other parties upon the Department's request and with Department-approval to ensure the effective delivery of service and collaboration to meet the contract goals. Such cooperation shall include permitting access to Department files (assuming appropriate legal frameworks have been executed), procedural documents, and any other records related to the project that are in the possession, or under the control, of Fairbanks when such disclosure is requested and/or approved by the Department. (RFP Requirement V.F.4)

Fairbanks has extensive experience in a number of states across the country and understands the landscape as the current contractor for Nebraska. Given our breadth and depth of experience and history of working in Nebraska, Fairbanks recognizes and understands the importance of cooperation and collaboration to help ensure access and provision of Medicaid services are provided to eligible children. The Fairbanks Project Manager will be the primary point of contact to facilitate communication, and the Project Manager will be responsible for including all appropriate Fairbanks staff in meetings and for collaboration with identified entities. Fairbanks will assist in the development of policy and procedures and source materials to facilitate this collaboration.



G. Implementation and End of Contract

From Section V.G.1

G. IMPLEMENTATION AND END OF CONTRACT

- Implementation
 - The Implementation shall begin upon Contract award. The Implementation shall end on the Contractor Start Date.
 - i. The Contractor Start Date shall not occur until the Contractor has completed all requirements of the Implementation, including, but not limited to, the completion of the operational readiness review contained in the Implementation Plan, unless the Department provides written approval otherwise.
 - ii. The Contractor shall not engage in any work under the Contract, other than the work described below in the Implementation, prior to the Contractor Start Date.
 - iii. The Department shall not be liable to the Contractor for, and the Contractor shall not receive, any payment for any period prior to the Contractor Start Date.
 - b. Implementation deliverables
 - i. During the Implementation, the Contractor shall:
 - a) Create a Policies and Procedures Manual that contains the policies and procedures for all systems and functions necessary for the Contractor to complete its obligations under the Contract.
 - b) Prepare all documents, forms, training materials, and any other documents, information and protocols that require approval by the Department.
 - ii. The Contractor shall deliver all documents, forms, training materials, and any other documents, information and protocols that require approval by the Department to the Department for review and approval in a timely manner that allows the Department to review and approve these documents prior to end of the Implementation.
 - c. Implementation Plan
 - During the Implementation, the Contractor shall create an Implementation Plan that contains, at a minimum, all of the following:
 - a) A description of all steps, timelines and milestones necessary to fully transition the services described in the Contract from a prior school based claiming services contractor or DHHS to the Contractor.
 - b) A description of all steps, timelines, milestones and deliverables necessary for the Contractor to be fully able to perform all work by the Go Live Date.
 - c) A listing of all personnel involved in the implementation and what aspect of the implementation for which they are responsible.
 - d) An operational readiness review for the DHHS to determine if the Contractor is ready to begin performance of all work.
 - e) The risks associated with the implementation and a plan to mitigate those risks.
 - ii. The Contractor shall provide weekly updates to the DHHS throughout the Implementation that show the Contractor's status toward meeting the timelines and milestones described in the DHHS-approved Implementation Plan.
 - iii. The Contractor shall ensure that all requirements of the Implementation are complete by the deadlines contained in the DHHS-approved Implementation Plan and that the Contractor is ready to perform all work by the Go Live Date.
 - iv. The Contractor shall deliver the Implementation Plan to the DHHS for review and approval.
- ✓ Fairbanks understands and accepts this requirement.
- ✓ As the current contractor, Fairbanks has successfully implemented all aspects of these programs and upon award, Fairbanks can accommodate any additional implementation items as needed.

Fairbanks has considerable experience in effectively and efficiently implementing statewide projects such as our existing statewide implementation in Nebraska. Our work with DHHS and the Nebraska school districts for this statewide program since 2017, allows Fairbanks to be well positioned to successfully continue to fulfill these requirements.



The current Fairbanks project team in the State of Nebraska, as well as our technology resources that are integral to our approach, provide DHHS with the national perspective for the statewide RMTS, Administrative Claiming, School-Based Direct Services, and cost settlement exemplifying best practices, and a demonstrated track record of successful project implementation in Nebraska. We are proud of our track record in assisting state and local government officials in navigating the complexities of federal and state guidelines while bringing value to the state's stakeholders and encouraging and maintaining the utmost program integrity.

Fairbanks understands that the Implementation Period shall begin upon Contract award and shall end on the Contractor Start Date. (RFP Requirement V.G.1.a) During this Implementation Period, Fairbanks understands that only the work defined in the Implementation Period can be completed, and no other work may begin prior to the Contractor Start Date. (RFP Requirement V.G.1.a.ii) It is also understood that the Contractor Start Date will not begin until all the work in the Implementation Plan is completed, including, but limited to, the completion of the operational readiness review. (RFP Requirement V.G.1.a.i) Fairbanks will work closely with the Department through the Implementation Period and understands that no payment from the Department will occur prior to the Contractor Start Date. (RFP Requirement V.G.1.a.iii)

Fairbanks understands that during the Implementation Period there will be certain Implementation deliverables that will need to be provided to the Department. Fairbanks commits to create a Policies and Procedures Manual that will outline the policies and procedures for all systems and functions necessary to fulfill the contract. And to prepare draft documents, forms, training materials, and any other documents, information or protocols that require approval by the Department in a timely manner to allow enough time for Departmental review and approval prior to the end of the Implementation Period. (*RFP Requirement V.G.1.b*)

Additionally, during the Implementation Period, Fairbanks commits to create an Implementation Plan that contains all the following:

- A description of all steps, timelines, and milestones necessary to fully transition the services described in the Contract from a prior school-based claiming services contractor or DHHS to the Contractor.
- A description of all steps, timelines, milestones, and deliverables necessary for the Contractor to be fully able to perform all work by the Go Live Date.
- A listing of all personnel involved in the implementation and what aspect of the implementation for which they are responsible.
- An operational readiness review for the DHHS to determine if the Contractor is ready to begin performance of all work.
- The risks associated with the implementation and a mitigation plan to identify all potential risks.

As part of our continuing effort to ensure that all requirements of the Implementation Period are complete by the deadlines contained in the DHHS-approved Implementation Plan and that we are ready to commence all work by the Go Live Date, Fairbanks will provide weekly updates to the DHHS throughout the Implementation Period that will demonstrate our progress toward meeting the timelines and milestones described in the DHHS-approved Implementation Plan.



Fairbanks commits to deliver the Implementation Plan to the DHHS for review and approval. (RFP Requirement V.G.1.c)



From Section V.G.2.a, b, and c

End of Contract Period

- a. The End of Contract shall begin on the earlier of ninety (90) days prior to the end of the last renewal year of the Contract or notice by the Department of non-renewal, or termination of contract
- b. The End of Contract shall end on the day the Department has accepted the final deliverable for the End of Contract, as determined in the Department-approved and updated End of Contract Plan, and has determined that the end of contract is complete.
- This End of Contract period may extend past the expiration/termination of the Contract and the requirements of the End of Contract shall survive expiration/termination of the Contract.

✓ Fairbanks understands and accepts this requirement.

Fairbanks understands that strict adherence to contract timelines and deliverable dates is critical to any successful program implementation and that the first step in this process is having a mutual understanding among the parties of what those timelines are.

Having worked on multiple statewide implementations of this sort, Fairbanks is fully aware of the various constraints that state agencies are under with respect to procurement timelines and budgetary allocations, and we look forward to continuing to partner with the State of Nebraska with these parameters in mind.

Fairbanks understands that the End of Contract shall begin on the earlier of ninety (90) days prior to the end of the last renewal year of the Contract or notice by the Department of non-renewal, or termination of contract. (RFP Requirement V.G.2.a)

Fairbanks understands that the End of Contract shall end on the day the Department has accepted the final deliverable for the End of Contract, as determined in the Department-approved and updated End of Contract Plan and has determined that the end of contract is complete. (RFP Requirement V.G.2.b)

Fairbanks understands that this End of Contract period may extend past the expiration/termination of the Contract and the requirements of the End of Contract shall survive expiration/termination of the Contract. (RFP Requirement V.G.2.c)



From Section V.G.2.d

d. End of Contract Deliverables

- During the End of Contract Period, the Contractor shall complete all of the following:
 - a) Implement the most recent End of Contract Plan or End of Contract Plan Update that has been approved by the Department and complete all steps, deliverables and milestones contained in the most recent End of Contract Plan or End of Contract Plan Update that has been approved by the Department.
 - Provide to the Department, or any other contractor at the Department's direction, all reports, data, deliverables and other information reasonably necessary for a transition as determined by the Department or included in the most recent End of Contract Plan or End of Contract Plan Update that hasbeen approved by the Department.
 - Ensure that all responsibilities under the Contract have been transferred to the Department, or to another contractor at the Department's direction, without significant interruption.
 - d) Notify any Subcontractors of the expiration/termination of the Contract, as directed by the Department.
 - e) Notify all school providers that the Contractor will no longer be the school based claiming services contractor as directed by the Department. The Contractor shall create these notifications and deliver them to the Department for approval.
 - f) Once the Department has approved the notifications, the Contractor shall deliver these notifications to all school providers, but in no event shall the Contractor deliver any such notification prior to approval of that notification by the Department.
 - g) Continue meeting each requirement of the Contract as described in the Department approved and updated End of Contract Plan, or until the Department determines that a specific requirement is being performed by the Department or another contractor, whichever is sooner. The Department will determine when a specific requirement is being performed by the Department or another contractor, and will notify the Contractor of this determination for that requirement.
 - h) The Contractor shall transfer both the RMTS and Cost Report Help Desk telephone number and email address to the Department upon request by the Department.
- ii. The Department will perform an end of contract review to ensure that the Contractor has completed all requirements of the End of Contract Period. In the event that the Contractor has not completed all of the requirements of the End of Contract Period by the date of the expiration/termination of the Contract, then any incomplete requirements shall survive termination of the Contract.

✓ Fairbanks understands and accepts this requirement.

When the End of Contract Period is entered, Fairbanks will work closely with the Department to ensure all process steps and deliverables are completed. These will include:

- Implement the most recent End of Contract Plan or End of Contract Plan Update that has been approved by the Department and complete all steps, deliverables, and milestones contained in the most recent End of Contract Plan or End of Contract Plan Update that has been approved by the Department. (RFP Requirement V.G.2.d.i.a)
- Provide to the Department, or any other contractor at the Department's direction, all reports, data, deliverables, and other information necessary for a transition as determined



by the Department or included in the most recent End of Contract Plan or End of Contract Plan Update that has been approved by the Department. (RFP Requirement V.G.2.d.i.b)

- Ensure that all responsibilities under the Contract have been transferred to the Department, or to another contractor at the Department's direction, without significant interruption. (RFP Requirement V.G.2.d.i.c)
- Notify any Subcontractors of the expiration/termination of the Contract, as directed by the Department. (RFP Requirement V.G.2.d.i.d)
- Notify all school providers that the Contractor will no longer be the school-based claiming services contractor as directed by the Department. The Contractor shall create these notifications and deliver them to the Department for approval. (RFP Requirement V.G.2.d.i.e)
- Once the Department has approved the notifications, the Contractor shall deliver these
 notifications to all school providers, but in no event shall the Contractor deliver any such
 notification prior to approval of that notification by the Department. (RFP Requirement
 V.G.2.d.i.f)
- Continue meeting each requirement of the Contract as described in the Department approved and updated End of Contract Plan, or until the Department determines that a specific requirement is being performed by the Department or another contractor, whichever is sooner. The Department will determine when a specific requirement is being performed by the Department or another contractor and will notify the Contractor of this determination for that requirement. (RFP RequirementV.G.2.d.i.g)
- The Contractor shall transfer both the RMTS and Cost Report Help Desk telephone number and email address to the Department upon request by the Department. (RFP Requirement V.G.2.d.i.h)

Fairbanks will work closely with the Department to execute the approved End of Contract Plan and understands that The Department will perform an end of contract review to ensure that the Contractor has completed all requirements of the End of Contract Period. In the event that the Contractor has not completed all of the requirements of the End of Contract Period by the date of the expiration/termination of the Contract, then any incomplete requirements shall survive termination of the Contract. (RFP Requirement V.G.2.d.ii)



From Section V.G.2.e

e. End of Contract Plan

- i. The Contractor shall create an End of Contract Plan that describes all requirements, steps, timelines, milestones and deliverables necessary to fully transition the services described in the Contract from the Contractor to the Department or to another contractor selected by the Department to be the school based claiming services contractor after the expiration/termination of the Contract.
- ii. The End of Contract Plan shall also designate an individual to act as an end of contract coordinator, who will ensure that all requirements, steps, timelines, milestones and deliverables contained in the End of Contract Plan are completed and work with the Department and any other contractor to minimize the impact of the transition on school providers and the Department. The Contractor shall deliver the End of Contract Plan to the Department for review and approval
- iii. The Contractor shall update the End of Contract Plan, at least annually, to include any technical, procedural or other changes that impact any steps, timelines or milestones contained in the End of Contract Plan, and deliver this End of Contract Plan Update to the Department for review and approval.

✓ Fairbanks understands and accepts this requirement.

A successful transition at the end of a contract is best guided by an agreed upon End of Contract Plan. Fairbanks will create an End of Contract Plan that describes all requirements, steps, timelines, milestones, and deliverables necessary to fully transition the services described in the Contract from the Contractor to the Department or to another contractor selected by the Department to be the school-based claiming services contractor after the expiration/termination of the Contract. (RFP Requirement V.G.2.e.i)

Fairbanks understands that the End of Contract Plan shall also designate an individual to act as an end of contract coordinator, who will ensure that all requirements, steps, timelines, milestones, and deliverables contained in the End of Contract Plan are completed and work with the Department and any other contractor to minimize the impact of the transition on school providers and the Department. The Contractor shall deliver the End of Contract Plan to the Department for review and approval. (RFP Requirement V.G.2.e.ii)

Fairbanks will update the End of Contract Plan, at least annually, to include any technical, procedural, or other changes that impact any steps, timelines, or milestones contained in the End of Contract Plan and deliver this End of Contract Plan Update to the Department for review and approval. (RFP Requirement V.G.2.e.iii)



H. Contractor Communication

From Section V.H.1

- School Provider Manual
 - a. The Contractor shall create a comprehensive School Provider Manual that includes, but is not limited to, all of the following topics:
 - Definitions and abbreviations.
 - ii. Program overview.
 - School provider enrollment.
 - iv. Direct medical service eligibility.
 - v. Covered services.
 - vi. Direct service provider qualifications.
 - vii. RMTS overview including program features and processes.
 - viii. Time study implementation guide.
 - ix. Record keeping and documentation.
 - Claims submission and billing.
 - Interim payments and reimbursement.
 - xii. Annual cost reporting.
 - xiii. Annual cost reconciliation and final payment.
 - xiv. System guides for web based system(s) that includes RMTS and quarterly and annual cost reporting.
 - xv. Quality assurance and program reviews.
 - xvi. Program features and processes pertaining to Medicaid Administrative Claiming (MAC).
 - b. The Contractor shall submit the School Provider Manual to the Department for review and approval.
 - c. The Contractor shall update the School Provider Manual as requested by the Department.
 - d. The Contractor shall submit all updates to the School Provider Manual to the Department for review and approval.
 - e. The Contractor shall not publish or make the updated School Provider Manual available to direct service providers or school employees performing administrative activities prior to the Department's approval of the updated School Provider Manual.
 - The Contractor shall create and maintain an electronic version of the School Provider Manual for publication to the general public. It shall include any appropriate hyperlinks as determined by the Contractor or the Department.
 - ✓ Fairbanks understands and accepts this requirement.
 - ✓ Fairbanks has collaborated with DHHS on the creation of a comprehensive School Provider Manual and shall work with DHHS to update the School Provider Manual that will be reviewed and approved by the Department prior to its publication to the general public in an electronic version.

The Fairbanks team has a strong commitment to client service, which includes the publication of a comprehensive School Provider Manual. Fairbanks has created a School Provider Manual for Nebraska to help stakeholders to understand the Fairbanks system and program. This Manual is important in demonstrating the importance and ability in complying with all Nebraska Medicaid and Federal Medicaid guidelines. Topics to be covered in the Nebraska manual will include, but not be limited to: 1) Definitions and abbreviations, 2) Program overview, 3) School provider enrollment, 4) Direct medical service eligibility, 5) Covered services, 6) Direct service provider qualifications, 7) RMTS overview including program features and processes, 8) Time study implementation guide, 9) Record keeping and documentation, 10) Claims submission and billing,



11) Interim payments and reimbursement, 12) Annual cost reporting, 13) Annual cost reconciliation and final payment, 14) System guides for web based system(s) that includes RMTS and quarterly and annual cost reporting, 15) Quality assurance and program reviews, and 16) Program features and processes pertaining to Medicaid Administrative Claiming (MAC). (RFP Requirement V.H.1.a)

Fairbanks understands and agrees to deliver a completed School Provider Manual to DHHS for their review and approval. (RFP Requirement V.H.1.b) Fairbanks agrees to update the School Provider Manual as requested by the Department and to submit all updates to the School Provider Manual to the Department for review and approval. (RFP Requirement V.H.1.c/d) Fairbanks will not publish or make the updated School Provider Manual available to direct service providers or school employees performing administrative activities prior to the Department's approval of the updated School Provider Manual. (RFP Requirement V.H.1.e) Fairbanks will create and maintain an electronic version of the School Provider Manual for publication to the general public. It shall include any appropriate hyperlinks as determined by the Contractor or the Department. (RFP Requirement V.H.1.f)

From Section V.H.2

- 2. Newsletter
 - a. The Contractor shall develop and publish an electronic school provider newsletter for school providers. The newsletter shall meet the following requirements:
 - Be in a Department approved format and template.
 - ii. Be published at least quarterly on a schedule determined by the Department.
 - iii. Be submitted to the Department for review and approval.
 - iv. Contain information about, but not limited to, the RMTS, cost reports, quarterly time study percentages, compliance and oversight, web-based systems, trainings, and programmatic features, reminders, deadlines or changes.
 - b. The Contractor shall not publish any school provider newsletter prior to receiving Department approval to publish that newsletter.
- ✓ Fairbanks understands and accepts this requirement.
- ✓ Fairbanks has collaborated with DHHS on the creation of a quarterly newsletter.

As part of our commitment to excellent client service, Fairbanks creates quarterly newsletters for most of our client states including Nebraska. This newsletter will be in a Department approved format and template, published at least quarterly on a schedule determined by the Department, and submitted to the Department for review and approval. Fairbanks shall not publish any school provider newsletter prior to receiving Department approval to publish that newsletter. The Nebraska newsletter will contain information about, but not limited to, the RMTS, cost reports, quarterly time study percentages, compliance and oversight, web-based systems, trainings, and programmatic features, reminders, deadlines, or changes. (RFP Requirement V.H.2.a, b)

These newsletters often also include information such as:

- Recent relevant news
- Pertinent legislative updates
- Upcoming deadlines and training initiatives
- Programmatic or policy changes
- Process improvements and/or system enhancements

Winter 2021 Issue

Fairbanks Folio

News & Updates

Fairbanks has developed this newsietter to communicate program news and updates regarding the Medicaid programs at both a state and federal level. We will highlight key aspects of the programs including the Participant List, Random Moment Time Study (RMTS), Quarterly Financial Reporting, NEBMAC and Cost Report Claims, and Program Reviews

Fairbanks Contact Information

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Federal Medical Assistance Percentage Increase

Due to The Families First Coronavirus Response Act, CMS is providing a temporary 6.2 percentage point increase to the Federal Medical Assistance Percentage (FMAP) to each qualifying state for expenditures starting on January 1, 2020. Nebraska has qualified for this increase, impacting Cost Report claiming for two of the three months of the December - February 2020 quarter (January and February of 2020), and for all three months of the March - May 2020 and June - August 2020 quarters. The Cost Report claim will also bear this increased FMAP rate for all three months of the September - November 2020 quarter.

December - February 2021 Time Study

Fairbanks recognizes the continued impact of the COVID-19 pandemic on Nebraska public schools. During the December - February 2021 Time Study, Fairbanks will remain flexible in supporting school districts as they complete their Time Study Moments. Please let us know of any issues you experience or changing circumstances we need to be aware of so that we can best assist you.

This Issue

FMAP Increase P.1
December - February 2021 TS P.1

March - May 2021 PL P.1

Important Dates & Deliverables P.2

Upcoming Trainings P.2

2020 NAME Convention P. 2

District Contact Review P.2

Audit Center Review P.2

March - May 2021 Participant List

The March - May 2021 Participant List (PL) process requires districts to certify their list of eligible staff for inclusion in the School-Based Medicaid Claiming Administrative (NEBMAC) and Direct Service Cost Reporting programs. Districts need to enroll any Cost Pool 1 (Direct Service) participants who are newly added to this PL or who were not matched to a Medicaid Provider Profile during the last Financial Reporting quarter (June - August 2020) with Maximus, as mandated by DHHS. For more information about this process and who should be included on your PL, please refer to the "NE Participant List Guide 2020-21" found in the PL/RMTS Reference Materials section at the bottom of any webpage on the Fairbanks portal.

Figure 33: Sample Nebraska Newsletter



I. Contractor Support

From Section I.3.a

I.	CONTRACTOR SUPPORT					
	3.	3. Help Desks				
		a.		Help Desk		
			i.	The Contractor shall operate a RMTS Help Desk to receive and respond to		
				communications from school providers regarding the RMTS.		
			ii.	The Contractor shall ensure that the RMTS Help Desk will be able to receive and		
				respond to communications received through telephone as well as through e-mail.		
			iii.	The Contractor shall provide a toll-free telephone number and a general e-mail address		
				for the RMTS Help Desk.		
			iv.	The Contractor shall ensure that the RMTS Help Desk is staffed and available to receive		
				and respond to calls, at a minimum, between 8:00 am and 5:00 pm Central Time, every		
				business day.		
			٧.	The Contractor shall have voice mail capability to receive calls when the RMTS Help		
				Desk is not staffed.		
			vi.	The Contractor shall only use the voice mail system to receive calls when the RMTS		
				Help Desk is not staffed, unless the Contractor receives prior written permission from the		
				Department to receive calls through this system at other times.		
			vii.	The Contractor shall track call volume during all times that the RMTS Help Desk is		
				available to receive and respond to calls.		
			viii.	For each call received, the Contractor shall document all of the following:		
				a) The name of the school provider or direct service provider.		
				b) The school district in which the direct service provider practices.		
				c) The general nature of the call.		
				d) The resolution to the call.		
			ix.	The Contractor shall respond to all e-mail and voice mail inquiries directed to the RMTS		
				help desk within two (2) business days of receipt.		
			х.	All e-mails and voice mails received by the RMTS help desk during a time when the help		
				desk is not staffed shall be considered received at the beginning of the next period of		
				time that the help desk is staffed.		

- ✓ Fairbanks understands and accepts this requirement.
- ✓ Fairbanks will operate an RMTS Help Desk for the Nebraska Project

Fairbanks has an RMTS Help Desk called the Client Information Center (CIC) ready to receive and respond to communications from the school providers regarding RMTS among other topics. These staff members are experienced representatives that are cross trained to answer all process and web-site questions, including high level program requirements. Each Help Desk staff member has between 7 – 14 years' experience working with Nebraska school districts.

Fairbanks Help Desk assistance is provided in several forms including a toll-free number to the Help Desk, email support and communications through the dedicated email address. The Help Desk currently assists school districts and health care agencies from around the country in all four time zones of the continental U.S. and has been supporting Nebraska school-based Medicaid programs since 2004. The Fairbanks Help Desk is supported by cloud-based call center software.

Fairbanks Help Desk for Nebraska has the dedicated toll-free phone number (877) 219-1316 and the general email address of info@fairbanksllc.com. Fairbanks maintains the dedicated toll-free number for Nebraska school districts to use in contacting the Fairbanks Help Desk during the hours of 8:00 AM CST to 5:00 PM CST. The toll-free number is staffed Monday through Friday, with the exception of federally observed holidays.

The Fairbanks Help Desk is supported by cloud-based call center software that minimizes risk of any phone interruption and provides a voice mail system that can be accessed from the office or



in the event of unusual circumstances such as a pandemic, from any location of the Help Desk representatives. Fairbanks Help Desk software is set to turn on the voicemail afterhours, during weekends and observed holidays.

The cloud-based phone system tracks inbound inquiries, including inbound phone number, date and time of call, if the call was picked up live, if the call entered the queue, or if the call was abandoned. The system also measures duration of a call and how long a call was in the queue. This data is analyzed by Fairbanks to appropriately staff the Help Desk based on trends and seasonality of call volume. We utilize this tracking database to report the reason for the call and the Fairbanks response. Fairbanks conducts periodic reviews of this tracking database to ensure quality of service and response accuracy. It helps to identify if there are any additional training needs for our clients or for the Help Desk.

When the Fairbanks Help Desk receives a call, they follow a series of steps to ensure they are providing the most accurate and appropriate response.

- Identification of the caller. For example, identifying if the caller is a district contact, Time Study Participant, or otherwise.
- Confirm the reason for the call. The Help Desk staff member will research the Fairbanks system, program documents/training materials or an internal Fairbanks "Wikipedia" to provide the appropriate response.
- Provide a response to the issue. The Fairbanks representative will then document the call (or email) in our tracking database.
- If a response could not be provided due to the complexity of the issue, the Fairbanks representative will reach out to a member of the Nebraska client project team to either forward the call or research.
- Set appropriate expectations for when the issue will be resolved.

If a call is placed after hours and a voice message is left, Fairbanks staff will return the call as soon as possible, usually within the next business day. We can guarantee inquiries will be addressed within two (2) business days of receipt.

Fairbanks has sufficient staff resources and experience in staffing the Fairbanks Help Desk to support school requests and questions. In situations of unexpected high phone volume, the Help Desk phone system is capable of automatically forwarding calls to additional extensions dedicated to Nebraska Clients, so staffing is never an issue.



From Section V.I.3.b

b. Cost Report Help Desk

- i. The Contractor shall operate a Cost Report Help Desk to receive and respond to communications from school providers regarding the cost reports, interim rates and any cost settle amounts.
- ii. The Cost Report Help Desk shall be able to receive and respond to communications received via telephone as well as via e-mail.
- iii. The Contractor shall provide a toll-free telephone number and a general e-mail address for the Cost Report Help Desk.
- iv. The Cost Report Help Desk is staffed and available to receive and respond to calls, at a minimum, between 8:00 am and 5:00 pm, Central Time, every business day.
- The Contractor shall have voice mail capability to receive calls when the help desk is not staffed.
- vi. The Contractor shall only use the voice mail system to receive calls when the Cost Report Help Desk is not staffed, unless the Contractor receives prior written permission for the Department to receive calls through this system at other times.
- vii. The Contractor shall track call volume during all times that the Cost Report Help Desk is available to receive and respond to calls.
- viii. For each call received, the Contractor shall document all of the following:
 - a) The name of the school provider.
 - b) The District in which the school provider is located.
 - c) The general nature of the call.
 - d) The resolution to the call.

✓ Fairbanks understands and accepts this requirement.

✓ Fairbanks will operate a Cost Report Help Desk for the Nebraska Project.

Fairbanks has a Cost Report Help Desk called the Client Information Center (CIC) ready to receive and respond to communications from the school providers regarding Cost Reporting and Medicaid Provider enrollment among other topics. These staff members are experienced representatives that are cross trained to answer all process and web-site questions, including high level program requirements. Each Help Desk staff member has between 7 – 14 years' experience working with Nebraska school districts.

Fairbanks Help Desk assistance is provided in several forms including a toll-free number to the Help Desk, email support, and communications through the dedicated email address. The Help Desk currently assists school districts and health care agencies from around the country in all four time zones of the continental U.S. and has been supporting Nebraska school-based Medicaid programs since 2004. The Fairbanks Help Desk is supported by cloud-based call center software.

Fairbanks Help Desk for Nebraska has the dedicated toll-free phone number (877)-219-1316 and the general email address of info@fairbanksllc.com. Fairbanks maintains the dedicated toll-free number for Nebraska school districts to use in contacting the Fairbanks Help Desk during the hours of 8:00 AM CST to 5:00 PM CST. The toll-free number is staffed Monday through Friday, with the exception of federally observed holidays.



The Fairbanks Help Desk is supported by cloud-based call center software that minimizes risk of any phone interruption and provides a voice mail system that can be accessed from the office or in the event of unusual circumstances such as a pandemic, from any location of the Help Desk representatives. Fairbanks Help Desk software is set to turn on the voicemail afterhours, during weekends and observed holidays.

The cloud-based phone system tracks inbound inquiries, including inbound phone number, date and time of call, if the call was picked up live, if the call entered the queue, or if the call was abandoned. The system also measures duration of a call and how long a call was in the queue. This data is analyzed by Fairbanks to appropriately staff the Help Desk based on trends and seasonality of call volume. We utilize this tracking database to report the reason for the call and the Fairbanks response. Fairbanks conducts periodic reviews of this tracking database to ensure quality of service and response accuracy. It helps to identify if there are any additional training needs for our clients or for the Help Desk.

When the Fairbanks Help Desk receives a call, they follow a series of steps to ensure they are providing the most accurate and appropriate response:

- Identification of the caller. For example, identifying if the caller is a district contact, Time Study Participant, or otherwise.
- Confirm the reason for the call. The Help Desk staff member will research the Fairbanks system, program documents/training materials or an internal Fairbanks "Wikipedia" to provide the appropriate response.
- Provide a response to the issue. The Fairbanks representative will then document the call (or email) in our tracking database.
- If a response could not be provided due to the complexity of the issue, the Fairbanks representative will reach out to a member of the Nebraska client project team to either forward the call or research.
- Set appropriate expectations for when the issue will be resolved.

If a call is placed after hours and a voice message is left, Fairbanks staff will return the call as soon as possible, usually within the next business day. We can guarantee inquiries will be addressed within two (2) business days of receipt.

Fairbanks has sufficient staff resources and experience in staffing the Fairbanks Help Desk to support school requests and questions. In situations of unexpected high phone volume, the Help Desk phone system is capable of automatically forwarding calls to additional extensions dedicated to Nebraska Clients, so staffing is never an issue.



From Section V.I.4

4. Training

- The Contractor shall develop an Annual Training Plan and conduct training classes for school providers.
- b. The Contractor shall create an Annual Training Plan that includes, but is not limited to, the following:
 - The number of training classes the Contractor will conduct during the coming year.
 - a) The Contractor shall ensure that a minimum of five (5) training classes occur each year and that these classes are held in multiple locations throughout the State of Nebraska.
 - b) The Contractor shall ensure that a minimum of three (3) quarterly (Fall, Winter and Spring) online system trainings occur each year.
 - ii. The topics that each class will cover. Topics may include, but are not limited to, the following:
 - a) Cost report system.
 - b) The RMTS.
 - Audit policies and procedures.
 - changes to any cost report, RMTS or audit process or requirements.
 - e) Changes to any electronic systems that directly affect how a school provider inputs or extracts data from any of the Contractor's systems.
 - f) The submission of the quarterly cost reports and their supporting auditable documentation.
 - g) The submission of the annual cost report and its supporting auditable documentation.
 - h) Trainings for new school providers during their first year in the program.
 - Trending training needs based upon summary of calls and emails received by the RMTS and Cost Report Help Desk.
- The Contractor shall provide the Annual Training Plan to the DHHS for review and approval. The DHHS may direct the Contractor to modify the topics covered, the materials used, and/or the location or timing of any proposed training class in the Annual Training Plan.
- d. The Contractor shall implement the Annual Training Plan upon DHHS approval and shall conduct all trainings at a time and date specified by the DHHS.
- e. The Contractor shall make all training sessions available through Internet based, real time broadcast of live training sessions if requested by the DHHS.
- f. The Contractor shall make electronic, on-demand recordings of live training classes available if requested by the DHHS.
- g. The Contractor shall provide recorded trainings to the DHHS to be published on the DHHS' website upon DHHS request.
- h. The Contractor shall be responsible for all costs associated with travel, lodging, meeting handouts and training materials pertaining to the Contractor's portion of any meeting or training event
- ✓ Fairbanks understands and accepts this requirement.
- ✓ Fairbanks will develop an Annual Training Plan and conduct training for school providers.

The Fairbanks team has a strong commitment to client service, which includes the delivery of robust trainings. The Fairbanks/Nebraska DHHS Annual Training Plan will help stakeholders to understand the program and to demonstrate the importance of complying with all Nebraska Medicaid and Federal Medicaid guidelines.

Implementation of the Annual Training Plan will promote compliance and accuracy in the



completion of the program requirements and is an important factor in maintaining the integrity in all aspects of the program to all levels of personnel who interact with the system. Fairbanks has developed a series of specialized training modules that cover all the functions associated with RMTS and Administrative & Direct Service Cost Reporting, including audit policies and procedures. Fairbanks will work with DHHS to finalize the content and materials of all trainings before delivery. (RFP Requirement V.I.4.c) Trainings for new participants and individuals will be more in-depth but will cover similar topics. Such topics include, but not be limited to (RFP Requirement V.I.4.b.ii):

Random Moment Time Sampling (RMTS Contact)

- Participant List Training
- Program Overview
- Online Submission
- Participant Enrollment and Requirements
- Monitoring and Compliance
- Audit Policies. Procedures, and Documentation
- Trending Training Needs, including changes to the reporting or system

Time Study Training (Participant)

- Program Overview
- Online Survey
- Monitoring and Compliance
- Audit Policies, Procedures, and Documentation
- Trending Training Needs, including changes to the reporting or system

Quarterly Cost Reporting (MAC Financial Contact)

- Program Overview
- Online Cost Reporting and Submission
- Edits and Certification
- Audit Policies, Procedures, and Documentation
- Trending Training Needs, including changes to the reporting or system

Due to programmatic changes that may be introduced by DHHS or CMS, and systematic changes brought about by new technology and upgrades, it is important that a consistent and flexible level of training be provided throughout the year, and in particular, prior to the beginning of each school year.

These trainings will be delivered both face-to-face and through web-based conferencing and teleconferencing. Upon request, live trainings will be made available through Internet-based, real-time broadcasts (*RFP Requirement V.I.4.e*) and can be reviewed at the providers' convenience through electronic, on-demand recordings (*RFP Requirement V.I.4.f*), which can be published on the DHHS's website upon request. (*RFP Requirement V.I.4.g*) As needed, Fairbanks staff will also provide one-on-one telephone training to providers needing additional assistance. All of the trainings will be supported by a toll-free Fairbanks Client Information Center hotline, where Fairbanks staff will provide participating schools with answers to questions about the program and assistance in using the Fairbanks system.

Fairbanks will work with DHHS to finalize the Annual Training Plan before the next fiscal year. Based on our experience in implementing and managing the program in Nebraska and in similar programs in other states, the expected turnover of staff and personnel, and the expected



programmatic and systematic changes to the program, Fairbanks recommends a higher frequency of trainings at the beginning of each school year, with a reduced and more flexible training schedule in subsequent quarters. Fairbanks will work with DHHS to modify the training schedule based on the effectiveness and participation levels of each training. (RFP Requirement V.I.4.c/d)

The below chart indicates the minimum frequency with which Fairbanks will conduct trainings. Trainings will be added per DHHS' request. (RFP Requirement V.I.4.i.a/b)

Training Type	Audience	Event Type	Frequency
PL & RMTS	RMTS Contact	Live	5/year
PL & RMTS	RMTS Contact	Webinar	2/quarter
Financial Reporting	MAC Financial Contact	Live	5/year
Financial Reporting	MAC Financial Contact	Webinar	2/quarter
RMTS - Time Study	TS Participant	Online	Each Sampled Moment

^{*}In the Fairbanks System, Time Study Sampled Participants are required to be trained each time they are sampled.

Table 3: Training Schedule

As part of our spectrum of services, Fairbanks will be responsible for all costs associated with travel, lodging, meeting handouts, and training materials pertaining to the Contractor's portion of any meeting or training event. (RFP Requirement V.I.4.h)

A sample of some of the trainings currently in use in Nebraska can be found in Appendix B.

Annual Training Plan

The Fairbanks Annual Training Plan will be provided to the DHHS for review and approval annually by June 1st. Fairbanks is prepared to modify the topics covered, the materials used, and/or the location or timing of any proposed training class in the Annual Training Plan, as directed by DHHS. (RFP Requirement V.I.4.c) Below are a few sections that can be found in the Plan.

Training Methods

To best meet the needs and schedule of its clients, Fairbanks provides a variety of training options.

Live Training: Fairbanks has experience and expertise in providing live face-to-face training to providers and financial personnel. Individuals who attend live training sessions will be asked to sign in. This list will be cross- referenced with a list of participating schools. Those participating schools that did not provide representatives will be contacted to either attend a make-up training session, web-conference training, or some alternative training method until all training needs are met. The training sign-in logs are maintained along with the Fairbanks audit documentation.

Web-Based Systems Training: Fairbanks has web-enabled each step of the RMTS and Administrative & Direct Service Cost Reporting process. In order to access the information



securely and provide the information online, a unique username and password is provided to each Medicaid RMTS Contact and Financial Contact for the Fairbanks system. When the individual logs into the system, training materials are available and easily accessible at any time.

Web-Conferencing Training: Fairbanks also provides online training using webinar technology. Individuals that participate in these training sessions are required to log in using their name and contact information, and a record is maintained for each of these sessions. These trainings can be recorded and made accessible 24 x 7 on the DHHS' website. Web- conferencing and other technology solutions have demonstrated their cost effectiveness at reducing travel and time away from the schools.

Conference Calls: For those individuals that participate in a Fairbanks conference call, the participants are required to provide their name and district prior to entering the conference. Our conference call provider supplies a summary report of all conference attendees for documentation purposes.

Alternative Individual Training: For those individuals who were not able to access the online training, individual training will be provided using multiple methods of training including web-conferencing, conference calling, emails, and manuals. Fairbanks will track alternative training independently.

In addition to the above trainings, the toll-free Fairbanks Client Information Center staff provides participating schools with answers to questions about the program and assistance in using the Fairbanks system. The Fairbanks training and Client Information Center staff are specifically trained to handle ongoing RMTS, Administrative Claiming, and Direct Services Cost Report questions and support as well as Cost Settlement issues.

Training Topics and Frequency

Fairbanks has developed training materials that are targeted to the respective functions that different participating schools or stakeholders perform throughout the RMTS, Administrative Claiming and Cost Reporting and Settlement processes. Fairbanks offers trainings to participating school personnel with a high level of frequency including during the implementation of the program, annually before the school year begins, in preparation of key milestones of the Administrative & Direct Service Cost Reporting quarterly processes, as a result of program and/or policy changes, and as needed per the Department's/District's request.

In each of our trainings, Fairbanks will help explain the inter-relationship between all programs (RMTS, Administrative Claiming, Cost Reporting, and Settlement). The training emphasizes the proper understanding and delivery of the programs and that all participants understand their specific role in the overall process to help ensure program integrity. The training program is specifically designed to ensure that all participating school personnel will receive the necessary training to support the program to effectively perform their duties. Following is an overview of some of the trainings to be provided:

RMTS Training

The Fairbanks RMTS Programmatic Training provides school personnel with the information and ability to accurately meet the requirements in the approved NEBMAC Guide. Each school district



will be responsible for identifying at least one (1) individual (RMTS Contact) to be responsible for providing, monitoring, and tracking throughout the RMTS process. The training will cover many topics, including:

- An overview and updates to the RMTS, Administrative Claiming, Cost Reporting and Settlement programs
- An overview of the system and functionality
- Changes to the federal guidelines/state plan regarding the program
- Changes and modifications to the system
- Details of the roles and responsibilities of the various parties, including the State, Fairbanks, and the school district
- Audit policies, procedures, and documentation requirements
- Timelines and deadlines for the upcoming school year
- Monitoring and compliance tracking
- Directions and references on where to look for assistance

The RMTS Programmatic Training sessions focus on two distinct parts:

Participant List Training

The Participant List process is one of the most critical steps in ensuring the appropriate participation of school staff in the RMTS, Administrative Claiming, Cost Reporting, and Settlement programs. It is this process that drives the school's level of required participation, potential sample size, financial reporting, and subsequent claims. As a result, school personnel must fully understand the importance of the Participant List and the correct identification of personnel to be included in the program. Fairbanks provides effective training for the appropriate documentation of the Participant List.

The Fairbanks web-based Participant List system includes built in data-quality measures to provide for the correct identification of district personnel. By automating this process, this minimizes the school's involvement in the process and helps alleviate potential errors. The system is designed around pull-down menus and fields and will not allow personnel to submit and certify the Participant List until all required fields are correctly completed. It also greatly reduces the need to follow up with school personnel regarding incomplete or inaccurate Participant Lists, since errors will be identified to the school as it is completed and can be corrected immediately. Each RMTS Contact at the school is provided a unique username and password that will allow them to securely access the Fairbanks system. Once they enter the system, they will be provided online access to training manuals and instructions before updating their participant information.

Time Study Training

Fairbanks prepares an overview for all RMTS Contacts at the participating schools. This overview provides all the necessary information to prepare the sampled participants to comply with the RMTS requirements.

The completion of the RMTS survey for each sampled participant should take no more than five minutes and eliminates the need for in-depth time study training. Once a time study participant receives the notification of their sampled moment and accesses the Fairbanks website to respond to their survey, they will be required to complete online training before they are able to complete



the survey. To guarantee secure access, a unique username and password are supplied to the Time Study participant. The participant then logs into the Fairbanks system to complete the training. The Fairbanks system does not allow a participant to access the time study survey without completing this training. Participant training is focused on understanding the RMTS process and the accurate completion of the RMTS to provide sufficient information for coding.

Using our web-based RMTS methodology means that sampled participants will not be required to complete activity code time study training. Rather, each sampled participant will be required to submit sufficient information to answer these 3 questions to determine if the activities performed during the selected moments are reimbursable:

- Who was with you?
- What were you doing?
- Why were you performing this activity?

Within the Fairbanks system, each of these fields is mandatory and the participant cannot certify their time until they are all completed. This serves as another data quality check that all Time Studies are adequately completed before their submission.

Quarterly Cost Report Training

To help the Financial Contacts at the participating schools understand the importance of the accuracy and timely submission of the quarterly Administrative and Cost Report Claims, Fairbanks provides a comprehensive training program for financial reporting.

Fairbanks will continue to facilitate several live and web-conferencing sessions at the beginning of each year and several quarterly web-conferencing sessions throughout the year to support the program and school needs during core processing periods. Based on our experience, this level of training is sufficient to provide the appropriate levels and access to training opportunities; however, Fairbanks will work closely with DHHS and the participating schools to determine if additional training sessions are warranted.

The financial reporting process is a key component to the appropriate calculation of each school's claims. Thus, financial training is instrumental for school personnel to obtain an understanding of the financial reporting process, applicable deadlines, and allowable and reportable costs under the Administrative and Cost Report Claiming programs. It is important for school personnel to understand those costs that should be included, those costs that should be excluded, as well as those costs that are consistently under-reported on the expenditure schedules.

One step in helping the participating schools fully identify and document their reportable costs under Administrative and Cost Reporting Claims, is the use of the Fairbanks web-based financial reporting system and associated manuals to facilitate the collection and reporting of quarterly school cost data. The Fairbanks system includes extensive financial reporting and quality assurance tools, and we provide comprehensive financial training for the school financial contacts and business officers. Specifically, financial training is geared towards providing individuals with information to help their school:

• Remain consistent with the requirements of OMB-Circular and adhere to Medicaid



principles of reimbursement

- Classify the financial information in a format that facilitates the application of the Time Study results
- Minimize the time spent by financial personnel to meet the reporting requirements and still provide assurance of the accuracy of submitted data
- Allow flexibility to permit participating schools to pursue Medicaid reimbursement for all personnel providing administrative outreach services and direct medical services

The Financial Training is also covered via web-conferencing sessions on an ongoing quarterly basis. These trainings are offered to all financial contacts supporting the program to ensure new staff receive the required training as well as offering refresher trainings to any school personnel interested in attending. Online help, "Frequently Asked Questions" (FAQs), and a financial submission checklist documentation are also provided with the financial reporting application and on our website. Participating school can always obtain assistance and guidance from our toll-free Client Information Center (CIC) as well. In the case of web-based training, users access documents and reference materials through a secure, user-specific login to the Fairbanks system. Web-based trainings are accessible for reference throughout the year.



Section VI: Corporate Overview



Introduction

The Firm and its People

Fairbanks LLC is a privately held, limited liability company led by experienced professionals with extensive expertise in the areas of Random Moment Time Study (RMTS), Medicaid Administrative Claiming (MAC), Direct Service billing, rate setting, and Medicaid Cost Reporting and Settlement. Throughout their careers, Fairbanks Principals have successfully designed, implemented, managed, and evaluated Medicaid claiming programs for over 8,000 local school districts serving almost 13 million students in twelve states. Fairbanks brings to our clients a team imbued with a culture of quality, customer service, and integrity. We are driven by our values, and it is our firm's mission to be a leader and trusted advisor to our state and local clients and to help them to improve public services by crafting individualized solutions to meet their individual needs. In pursuit of that mission, we value:

- Respectful and trusting relationships with our clients
- The highest levels of client service excellence
- The greatest degree of professionalism and ethics
- · New ideas and innovative thinking
- A team-based collaborative approach
- Recognition as thought leaders in our chosen areas

Fairbanks has become a national leader in implementing statewide web-based RMTS programs for both Medicaid Administrative Claiming and Direct Service cost settlement purposes. We implemented a web-based RMTS and Medicaid Administrative Claiming in Nebraska in 2004. In 2017, as the bidder awarded with the statewide contract, we additionally implemented Direct Service Cost Reporting and Settlement for all 259 districts in Nebraska. As a result, we have significant and relevant experience in understanding Nebraska's programmatic requirements and the ability to assist DHHS in efficiently executing this contract with no disruption to the program or the districts.

The Fairbanks Advantage

As a trusted business partner to our state and local clients, Fairbanks understands the federal landscape and history related to RMTS, MAC, and cost settlement programs throughout the country. The Medicaid federal/state partnership results in as many different approaches, methodologies, and innovations as there are states and territories. To effectively assist DHHS and the districts in the cost settlement methodology, the contractor must bring deep historical perspective and national experience to this contract. Through our experience in operating in Nebraska and other statewide RMTS, MAC, and cost settlement programs, Fairbanks has developed the expertise to recognize and understand the various program details that federal Centers for Medicare and Medicaid Services (CMS) have approved and allowed in other states. In addition, several of our state clients have undergone federal Office of Inspector General (OIG) Audits, including Nebraska, in which Fairbanks was there to help guide them through the audit process.



Beginning in 2004, the Nebraska school-based Medicaid program evolved from a 1-week time study to a Random Moment Time Study, from a paper-based system to a web- enabled system, and from working under an un-approved guide to acquiring CMS approval. Although the contacts and resources at DHHS and other State Agencies have changed over time, and many of the leading figures within the school districts, who helped initiate the program have retired, Fairbanks' presence has remained consistent through the years. In particular, the Project Partner on the Nebraska project for Fairbanks, Lisa Carnes, is a founding member and has been personally involved with this program since 1999. In addition, Cathy Houston, the Project Manager has been a consistent member of the dedicated Nebraska team at Fairbanks for over 14 years and is an example of the consistency and expertise that our team provides our clients.

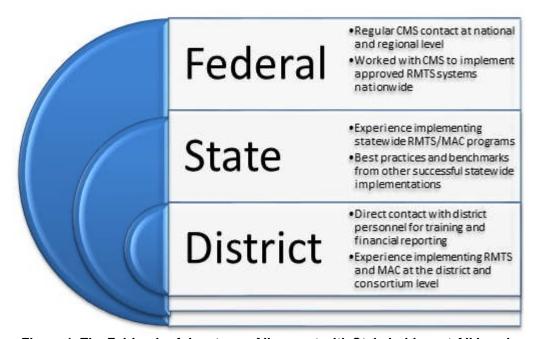


Figure 1: The Fairbanks Advantage: Alignment with Stakeholders at All Levels

The dedicated Fairbanks project team, as well as the technology resources that are integral to our approach, provide DHHS with the national perspective, statewide RMTS, MAC and Cost Reporting and Settlement experience, best practices, and a demonstrated track record of successful project administration.



A. Contractor Identification and Information

From Section VI.A

A. CONTRACTOR IDENTIFICATION AND INFORMATION

The contractor should provide the full company or corporate name, address of the company's headquarters, entity organization (corporation, partnership, proprietorship), state in which the contractor is incorporated or otherwise organized to do business, year in which the contractor first organized to do business and whether the name and form of organization has changed since first organized.

- ✓ Fairbanks LLC is a privately held, limited liability company which is incorporated and headquartered in Illinois.
- ✓ Fairbanks LLC was first incorporated in 2004 and has remained under that name since then.
- ✓ Fairbanks LLC 3880 Salem Lake Dr. Suite A Long Grove, IL 60047

Since its inception in 2004, Fairbanks has successfully partnered with state Medicaid and Education agencies across the United States to streamline and simplify their RMTS, Medicaid Administrative Claiming, Direct Service Cost Reporting and Settlement processes.

Operating out of our headquarters in suburban Chicago and in satellite offices across the country, Fairbanks has successfully designed, implemented, managed, and evaluated Medicaid claiming programs for over 8,000 local school districts serving almost 13 million students in 12 states.



B. Financial Statements

From Section V.I.B

B. FINANCIAL STATEMENTS

The contractor should provide financial statements applicable to the firm. If publicly held, the contractor 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 contractor's financial or banking organization.

If the contractor 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 contractor 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.

- ✓ Fairbanks LLC is a privately held Limited Liability Company incorporated in March 2004 in the State of Illinois.
- ✓ Copies of the Fairbanks LLC year end 2019, and 2020 financial statements are included in Appendix C.
- ✓ Banking services for Fairbanks LLC are performed at JP Morgan Chase Bank. Banking Reference is provided below.
- ✓ No judgments, pending or expected litigation, or other real or potential financial reversal, which might materially affect the viability or stability of the organization are known to exist.

Fairbanks has provided School-Based Medicaid Claiming Services in the State of Nebraska without interruption, issues, or challenges since its inception in 2004.

Fairbanks LLC is a privately held Limited Liability Company incorporated in March 2004 in the State of Illinois. Fairbanks has successfully designed, implemented, managed, and evaluated Medicaid claiming programs for over 8,000 local school districts serving almost 13 million students in 12 states.

As a privately held LLC, Fairbanks has no requirement to prepare audited financial statements for external release on an annual basis. Nonetheless, in the normal course of business, annual financial statements for management are compiled by an independent Certified Public Accounting firm engaged by Fairbanks LLC and we are pleased to provide copies of the end-of-year financial statements as part of this response to the RFP to show financial stability. Copies of the Fairbanks LLC year end 2019 and 2020 financial statement are included in Appendix C. The financial statements for 2021 are still in process and can be provided upon their completion as further demonstration of our financial health, if requested.



Banking references for Fairbanks LLC are:

Bianca (Xixian) Bian VP- Business Relationship Manager- JP Morgan Chase Bank, NA

Phone: (847) 816-4226 Mobile: (224) 829-4869 Fax: (847) 241-8106

Email: xixian.bian@chase.com

A credit report for Fairbanks LLC can be provided upon request. Fairbanks is identified by Dun and Bradstreet under D-U-N-S Number: 55-549-6525.

No judgments, pending or expected litigation, or other real or potential financial reversal, which might materially affect the viability or stability of the organization are known to exist.



C. Change of Ownership

From Section VI.C

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 contractor should describe the circumstances of such change and indicate when the change will likely occur. Any change of ownership to an awarded contractor(s) will require notification to the State.

✓ Fairbanks understands and accepts this requirement.

Fairbanks does not anticipate any change in ownership or control of the company during the twelve (12) months following the proposal due date. Fairbanks understands and agrees that any change in ownership to an awarded vendor will require notification to the state and we commit to do so should we become the awarded vendor.



D. Office Location

From Section VI.D

D. OFFICE LOCATION

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

✓ Fairbanks, LLC 3880 Salem Lake Dr.Suite A Long Grove, IL 60047

Fairbanks LLC is a privately held, limited liability company which is incorporated and headquartered in Illinois. Although each client team frequently travels to perform work in their client state, we maintain an office in suburban Chicago where the proposed Project Team for this project will be based.



E. Relationships with the State

From Section VI.E

E. RELATIONSHIPS WITH THE STATE

The contractor should describe any dealings with the State over the previous five (5) years. If the organization, its predecessor, or any Party named in the contractor's proposal response has contracted with the State, the contractor should identify the contract number(s) and/or any other information available to identify such contract(s). If no such contracts exist, so declare.

✓ Fairbanks LLC has had a contractual relationship with the state over the previous five (5) years.

Fairbanks LLC has had a contractual relationship with the state since 2017. Fairbanks LLC contracted with the State of Nebraska beginning in 2017 to perform RMTS, quarterly MAC and Cost Reporting claims, and an annual Cost Settlement under contract number 77042 04.

Fairbanks LLC also performs work for the state under contract number 77042 04 Amendment Two. This contract added an amendment to the above to collect quarterly student counts for the 244 districts in Nebraska on behalf of the Nebraska Department of Education.

Prior to the statewide contract in 2017 and beginning in 2004, Fairbanks LLC worked with the State of Nebraska as a contractor for one of the two consortia (Nebraska Schools Medicaid Consortium) in the state performing RMTS and NEBMAC quarterly claiming.



F. Contractor's Employee Relations to the State

From Section VI.F

F. CONTRACTOR'S EMPLOYEE RELATIONS TO STATE

If any Party named in the contractor's proposal response is or was an employee of the State within the past three (3) years, 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 contractor or is a Subcontractor to the contractor, as of the due date for proposal submission, identify all such persons by name, position held with the contractor, 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 contractor may be disqualified from further consideration in this proposal. If no such relationship exists, so declare.

- ✓ Fairbanks has no current employees or proposed project team members who have ever been employees of the State of Nebraska.
- ✓ Fairbanks has no current subcontractors that have ever been employed by the State of Nebraska

It is Fairbanks' mission to be a leader and trusted advisor to our state and local clients. In pursuit of that mission, one of our core values is adherence to the highest degree of professionalism and ethics. We understand the need for transparency and full disclosure of any existing employee or contractor relationships between Fairbanks and the State of Nebraska. We have thoroughly reviewed the employment histories of all parties that are named in this response and have determined that Fairbanks has no current employees or proposed project team members who have ever been employees of the State of Nebraska.



G. Contract Performance

From Section VI.G

G. CONTRACT PERFORMANCE

If the contractor 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 contractor's non-performance or poor performance, and the issue was either not litigated due to inaction on the part of the contractor or litigated and such litigation determined the contractor to be in default

It is mandatory that the contractor 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 contractor's position on the matter. The State will evaluate the facts and will score the contractor's proposal accordingly. If no such termination for default has been experienced by the contractor in the past ten (10) years, so declare.

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

- ✓ Fairbanks has never had a contract terminated for default.
- ✓ Fairbanks has never had a contract terminated for convenience, non-performance, non-allocation of funds, or any other reason.

Fairbanks – including its subsidiaries and affiliates – has never had a contract terminated for any reason, including default, convenience, non-performance, or non-allocation of funds. Additionally, Fairbanks has never unilaterally or willfully terminated any previous contract prior to the end of the contract term with a state or federal government and has not had a contract terminated by a state or federal government for cause, prior to the end of the contract term.



H. Summary of Contractor's Corporate Experience

From Section VI.H

H. SUMMARY OF CONTRACTOR'S CORPORATE EXPERIENCE

The contractor should provide a summary matrix listing the contractor's previous projects <u>similar to</u> this solicitation in size, scope, and complexity. The State will use no more than three (3) narrative project descriptions submitted by the contractor during its evaluation of the proposal.

The contractor should address the following:

- Provide narrative descriptions to highlight the similarities between the contractor's experience and this solicitation. These descriptions should include:
 - The time period of the project;
 - b. The scheduled and actual completion dates;
 - The Contractor's responsibilities;
 - d. For reference purposes, a customer name (including the name of a contact person, a current telephone number, a facsimile number, and e-mail address); and
 - e. Each project description should identify whether the work was performed as the prime Contractor or as a Subcontractor. If a contractor performed as the prime Contractor, the description should provide the originally scheduled completion date and budget, as well as the actual (or currently planned) completion date and actual (or currently planned) budget.
- Contractor and Subcontractor(s) experience should be listed separately. Narrative descriptions submitted for Subcontractors should be specifically identified as Subcontractor projects.
- 3. 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.
- ✓ Fairbanks has the statewide RMTS experience to successfully undertake this contract.
- ✓ Fairbanks has the statewide Administrative Claiming experience to successfully undertake this contract.
- ✓ Fairbanks has the statewide Cost Reporting and Settlement experience to successfully undertake this contract.

Fairbanks is a national leader in implementing and managing statewide web-based RMTS programs for both Medicaid Administrative Claiming (MAC) and Direct Service Cost Reporting and Settlement purposes. As a result, we have significant and relevant experience in understanding Nebraska's programmatic requirements, and we have the proven ability to provide Nebraska with the highest level of service while executing this contract. In fact, as the current vendor, we are uniquely positioned to continue this scope of work without additional implementation or disruptive transition to school districts or DHHS.



Summary Matrix of Corporate Experience

As further described in our response, Fairbanks has worked extensively in the areas that the State of Nebraska is seeking in this RFP. The following table summarizes our experience at a high level:

State	Contract Inception	Time Study Coding	RMTS	Admin Claiming	Direct Service	Cost Report	Policy Development	Audit
Alabama	1999	✓	✓	✓	✓	✓	✓	✓
California	2012	✓	✓	✓			✓	✓
Illinois	2009	✓	✓	✓			✓	✓
Kentucky	2010					✓	✓	✓
Minnesota	2010							✓
Mississippi	2007						✓	✓
Missouri	2015	✓	✓	✓		✓	✓	✓
Nebraska*	1999/201 7	✓	✓	✓		✓	✓	✓
New Mexico	2010	✓	✓	✓		✓	✓	✓
North Carolina	1999	✓	✓	✓	✓	✓	✓	✓
Santa Cruz LGA	2015	✓						
Texas**	1999	✓	✓	✓		✓	✓	✓

*Fairbanks began work in Nebraska with Omaha/Lincoln districts before expanding to the entire state in 2017.

Table 1: Matrix of Corporate Experience

^{**}Various Government Agencies including districts, ECIs, and others



Detailed Narrative Project Descriptions

The State of Texas

In 2007, Fairbanks was awarded a competitively procured contract with the State of Texas Health and Human Service Commission (HHSC) to design, develop, implement, and maintain a comprehensive statewide RMTS, MAC, and Direct Services Medicaid Cost Settlement program. Fairbanks administers this program for independent school districts (ISD), Early Childhood Intervention (ECI) centers, Local Health Departments (LHDs), and Mental Health/Intellectual and Developmental Disabilities (MH/IDD) centers. Fairbanks has worked hand-in-hand with both HHSC and CMS throughout the implementation, training, operations, and maintenance phases of the engagement.

In Texas, Fairbanks routinely trains approximately 100,000 end users via a combination of live training sessions, web-based presentations, conference calls, comprehensive supporting documentation, and manuals, as well as a toll-free client support center. Fairbanks and HHSC have successfully trained each ISD, collected Medicaid Cost Reports, completed both desk and onsite reviews of the Medicaid Cost Reports, and reconciled every school year from 2006-2007 to the present for over 1,200 districts in Texas. Fairbanks has worked closely with CMS in every step of the cost settlement process and coordinates with all relevant parties to ensure the annual settlement process is properly completed.

The contract with the State of Texas has been renewed multiple times and was again awarded to Fairbanks in a competitive procurement in 2010 and 2014. In 2020, the State of Texas awarded a new contract and Fairbanks is still the trusted partner to continue to deliver all RMTS, MAC, and cost report and cost settlement services.

Texas Health a	nd Human Services Commission
Time Period:	2007 - Current
Scheduled and Actual Completion Dates:	All contract deliverables have been delivered on time.
Contractor's Responsibilities:	Design, develop, implement, and maintain a comprehensive statewide RMTS, MAC, and Direct Service Medicaid Cost Settlement program for the LEAs, Early Childhood Intervention (ECI) centers, Local Health Departments (LHDs), and Mental Health/Intellectual and Developmental Disabilities (MH/IDD) centers.
Reference:	Pamela Minton
Title:	Manager, Data Support Unit
Agency:	Texas Health and Human Services Commission
Address:	Winters Tower – MC 1344 2 nd Floor East, 2E-215D 701 West 51 st Street Austin, TX 78751
Phone:	512.438.2671
Email:	Pamela.minton@hhs.texas.gov
Prime or Sub:	Fairbanks has been the Prime Contractor on this project



The State of Missouri

Fairbanks was selected in 2014 by the MO HealthNet Division of the Missouri Department of Social Services (DSS) to provide RMTS services for their statewide School District Administrative Claiming (SDAC) program. In addition to RMTS, Fairbanks is also contracted to provide training, program monitoring, auditing, and quarterly claim reviews.

As a result of the initial contract's success, the MO HealthNet Division decided to expand its program offerings. Based on a new competitive procurement in 2018, Fairbanks was awarded the continuation of its SDAC program along with an expanded contract scope to include the implementation of a Direct Services Cost Report program.

Since 2018, Fairbanks worked with closely with individuals from MO HealthNet, on behalf of the Missouri school districts, on the following initiatives:

- Assisted MHD with the CMS negotiation process of gaining approval of the Direct Service State Plan Amendment (SPA) as well as the IEP Transportation SPA.
- Converted the single cost pool Admin Claiming program into a two-cost pool program to accommodate Direct Service Cost Reporting
- Updated our web-based system to accommodate the new programs and collect annual Cost Reports
- Facilitated live regional Direct Service Cost Report training across the State of Missouri

MO HealthNet Division of the Missouri Department of Social Services					
Time Period:	2015 - Current				
Scheduled and Actual Completion Dates:	All contract deliverables have been delivered on time				
Contractor's Responsibilities:	Design, develop, implement, and maintain a comprehensive statewide RMTS, MAC, and Direct Service Cost Reporting program for MO Healthnet and the districts of Missouri				
Reference:	Glenda Kremer				
Title:	Assistant Deputy Division Director				
Agency:	MO HealthNet (MHD)				
Address:	615 Howerton Ct Jefferson City, MO 65109				
Phone:	573.751.9290				
Email:	Glenda.A.Kremer@dss.mo.gov				
Prime or Sub:	Fairbanks has been the Prime Contractor on this project				



The State of New Mexico

In 2010, the Human Services Department of New Mexico (HSD) issued a Request for Proposal (RFP) seeking a vendor to implement and manage a web-based statewide school-based Random Moment Sampling (RMS) and Administrative Claiming system effective January of 2011. The terms included a contract end date of 6/30/2014 when HSD would be required to reissue a new RFP. This implementation involved significant policy support from Fairbanks to help HSD negotiate program changes with the Centers for Medicare and Medicaid Services (CMS) for retroactive approval effective 1/1/2011. Upon contract award, Fairbanks drafted a revised NM MAC Claiming Guide that HSD submitted to CMS for approval. In addition, Fairbanks prepared responses and crafted training materials for each CMS Request for Additional Information (RAI). As a result of Fairbanks' partnership, HSD obtained the necessary retroactive approval from CMS. Fairbanks was able to successfully implement the statewide school-based RMS and Administrative Claiming system on time and continued to provide full administrative, policy, and training support for the entire term of the contract.

As per their state policy, upon contract expiration, HSD issued a new RFP effective July 1, 2014, with a contract termination date of 6/30/2018. The new RFP included an additional scope of work to implement Direct Medical Services Cost Reporting and Settlement for their school-based program and required the vendor to additionally provide federal policy and negotiation support in order to obtain approval from CMS.

Fairbanks was awarded the contract effective July 1, 2014, which provided the districts of New Mexico a continuation of the RMS and Administrative Claiming system with a new Audit Center feature. As a result of the new scope of work in the RFP, Fairbanks developed a project plan and scheduled ongoing meetings with HSD to begin the implementation of the school-based Direct Medical Services Cost Reporting and Settlement program. As an initial step, Fairbanks drafted the State Plan Amendment (SPA) revisions to incorporate the new annual Direct Medical Services Cost Reporting and Settlement methodology for CMS submission, which included an annual Transportation Cost Settlement. Due to the nature of the changes in the SPA, it was also necessary to re-open the NM MAC Claiming Guide for CMS approval. Fairbanks identified for HSD all the areas of this plan requiring modification and also proposed a draft for HSD submission to CMS.

Fairbanks was heavily involved in supporting HSD with CMS negotiations, including providing HSD with responses to the CMS RAI's, finalizing the complex Direct Medical Services Cost Reporting and Settlement Excel template with an instruction guide for use by the districts, and meeting with HSD and CMS to address specific CMS questions. One example includes Fairbanks' walking CMS through the specific Transportation Ratios involved in the Cost Settlement calculations. With Fairbanks support, HSD was able to obtain the necessary approval from CMS to implement for Fiscal Year 2016.

Upon CMS approval, Fairbanks was able to successfully develop a centralized web-based Cost Reporting application designed to simplify the data collection process from the districts and generate the CMS-approved Direct Medical Services Cost Reporting and Settlement Excel template. Fairbanks provided live and webinar trainings, as well as ongoing support, to the school district staff to ensure accurate submission of their annual Direct Medical Services Cost Reporting and Settlement.



During the CMS negotiations for Direct Medical Services Cost Reporting and Reconciliation, CMS indicated there was new federal guidance associated with the RMS response window and that the NM MAC Claiming Guide would need to be revised. CMS indicated the new response time for the program is 2 days. HSD had significant concerns with moving from a 7-day response window to a 2-day response window and being able to meet the necessary eighty five percent (85%) RMS completion compliance requirement of the program. Fairbanks was able to draft a justification document for HSD to submit to CMS which resulted in HSD obtaining approval for a 3-business day response window. Upon CMS approval, Fairbanks was able to implement the new response window and provide training to the districts of New Mexico to ensure program compliance is consistently achieved on a quarterly basis. Even with the new policy change, the districts in New Mexico have achieved over ninety five percent (95%) time study compliance since its implementation.

Based on their policy, HSD was again required to issue another RFP for RMS, Administrative Claiming and Direct Medical Services Cost Reporting and Settlement effective 7/1/2018. Fairbanks once again bid and was awarded the work to continue the partnership with HSD in providing these services to all the participating districts in New Mexico through 6/30/2022.

Fairbanks has recently contracted with HSD to implement Medicaid Expansion/Free Care effective with fiscal year 2023. This contract work includes policy guide modifications such as the SPA and RMTS Implementation Plan, CMS negotiations for approval, and system enhancements.

New Mexico Human Services Department					
Time Period:	2011 – Current				
Scheduled and Actual Completion Dates:	All contract deliverables have been delivered on time.				
Contractor's Responsibilities:	Design, develop, implement, and maintain a comprehensive statewide RMTS, MAC, and Direct Service Medicaid Cost Settlement program for the LEAs				
Reference:	Christie Guinn				
Title:	Deputy Bureau Chief				
Agency:	New Mexico Human Services Department/Medical Assistance Division/ Exempt Services & Programs Bureau				
Address:	1 Plaza la Prensa, Santa Fe, NM 87504				
Phone:	505.490.1169				
Email:	christie.guinn@state.nm.us				
Prime or Sub:	Fairbanks has been the Prime Contractor on this project				



I. Summary of Contractor's Personnel/Management Approach

From Section VI.I

SUMMARY OF CONTRACTOR'S PROPOSED PERSONNEL/MANAGEMENT APPROACH

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

The contractor should identify the specific professionals who will work on the State's project if their company is awarded the contract resulting from this solicitation. 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 contractor should provide resumes for all personnel proposed by the contractor to work on the project. The State will consider the resumes as a key indicator of the contractor's understanding of the skill mixes required to carry out the requirements of the solicitation in addition to assessing the experience of specific individuals.

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

Fairbanks Personnel/Management Approach

The Fairbanks team is comprised of experienced personnel with a wide array of perspectives and backgrounds. Fairbanks is structured so that it does not operate in "silos" but rather organizes itself around multi-disciplined delivery teams comprised of personnel and staff with the requisite expertise to help ensure successful delivery of all client's needs. This "team" approach helps to ensure that the State of Nebraska has the best of both worlds – deep client commitment coupled with national experience and expertise.

The Proposed Project Team

The Fairbanks project team that is dedicated to this project, as well as the technology resources that are integral to our approach, provide DHHS with the national perspective, statewide RMTS, MAC and Cost Reporting and Settlement experience, best practices, and have demonstrated track record of successful project implementation under challenging conditions and compressed time frames. All but two of the proposed project team members noted below were closely involved with the implementation of the school-based programs in Nebraska and are extremely familiar with the program requirements and the processes involved in accurate and efficient program administration. The two individuals not present during implementation in 2017, have been working with the Nebraska project team for the past 2 years.

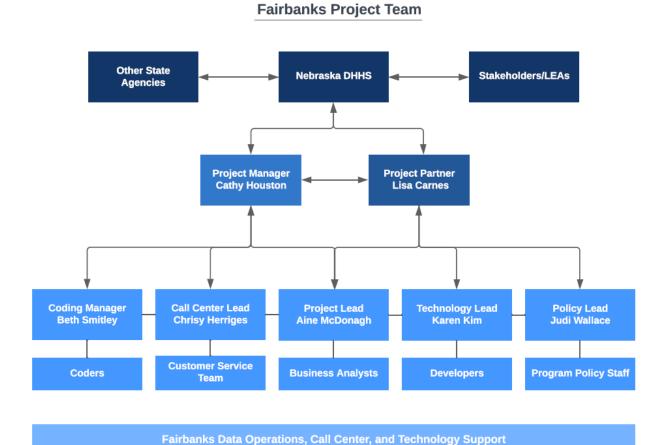


Figure 2: Fairbanks Proposed Project Team

Project Partner – Lisa Carnes has worked with Nebraska school districts and DHHS on school-based Medicaid programs since 1999 and has been project partner dedicated to this project since 2017. She will continue to work directly with Nebraska DHHS and the districts to manage the MAC and Cost Report and Cost Settlement programs for the State.

Project Manager – Cathy Condon Houston will lead the ongoing operations team and provide both internal and external direction. Cathy brings significant expertise and successful first-hand experience in assisting Nebraska school district staff and DHHS in developing, implementing, and operating school-based Medicaid programs. Cathy has been directly involved in implementing and managing the NEBMAC and Cost Report programs over the past five years, and part of the Nebraska project team dating back to 2007.

Project Lead – Aine McDonagh will continue to lead the team responsible for quarterly ongoing workplan tasks, including Participant List and Financial quality assurance and analysis. Aine will also be responsible for ongoing training and the development of supporting training materials. Aine has served as the point of contact for the DHHS Program Coordinator and will continue to fill this role.



Call Center Lead – Chrisy Herriges will continue to lead our Client Information Center and oversees customer service for all Nebraska public schools. Chrisy has vast experience in working with school contacts in Nebraska and has a solid understanding of the NEBMAC and Cost Report programs. Through attending live and/or web-based trainings, Chrisy has gained an understanding of the culture and history of the Nebraska project. It was beneficial to gain knowledge from interactions with DHHS, the district program contacts, and the providers to bring back and share with her client service team.

Technology Lead – Karen Kim will continue to lead the IT team responsible for the design, maintenance, and updates of the Fairbanks system used for Nebraska school-based claiming. Karen has been the technology lead since the NEBMAC program was first implemented on the Fairbanks system.

Coding Manager – Beth Smitley will continue to lead the RMTS Coding Team which is responsible for the independent coding of the time study results. Beth has been the Coding Team lead since the NEBMAC program was first implemented on the Fairbanks system.

Policy Lead – Judi Wallace will continue to be responsible for policy, CMS related guidance, and monitoring national audit trends.



Resumes of Project Staff

Lisa Carnes

Ms. Carnes provides 20 years of direct experience in school-based Medicaid claiming, state and federal Medicaid policy expertise, and negotiating program changes and approval with the Centers for Medicare and Medicaid Services (CMS) and the Division of Cost Allocation (DCA). In addition, as a former auditor, Ms. Carnes successfully manages both state and federal audits for the firm's clients and has coordinated directly with the Office of Inspector General on program reviews and audits. She has implemented and managed the RMTS and school-based Medicaid programs in Texas, North Carolina, Alabama, Tennessee, Missouri, Ohio, and Nebraska. She has also conducted significant consulting work with programs in Mississippi, Florida, Illinois, and New Mexico. Ms. Carnes provides significant expertise in training design & delivery, Medicaid policy, program design, claims processing and operations, and client management.

Relevant Project Experience

- Project Partner for the State of Nebraska for statewide RMTS, Medicaid Administrative Claiming, Cost Reporting and Settlement. The Nebraksa project represents a statewide program of 259 participating districts representing the 100% of the school districts in the state.
- Project Partner for Los Angeles County Office of Education (LACOE) for Financial Reporting implementation in 2016 as well as the RMTS implementation in 2017. She has provided Medicaid program expertise, consulting services and technical assistance to LACOE since 2012, in fulfilling their monitoring, certification, claim review, and oversight responsibilities.
- Project Partner for the State of Texas Health and Human Services Commission Statewide Random Moment Time Survey and Medicaid Administrative Claim project. The Texas project is responsible for the design and statewide implementation, management, and operations of a statewide program for over 1,200 school districts and 4.2 million students.
- Project Partner for the State of Alabama School Districts Consortium for Medicaid Administrative Claiming and Direct Service Claiming. Design and rollout of Random Moment Time Survey sampling for districts statewide. The Alabama project represents a statewide consortium of participating districts representing nearly 100% of all school districts in the state.
- Project Partner for the State of North Carolina School Districts Consortium for Medicaid Administrative Claiming. The North Carolina project represents a statewide consortium of participating districts representing the majority of the school districts in the state. An additional project involves Direct Services Billing for school districts in partnership with the North Carolina School Boards Association.

Medicaid Experience

Ms. Carnes served for as a project partner in Ohio, North Carolina, Tennessee, Alabama, and Texas regarding both Medicaid Administrative Claim (MAC) programs and Fee-For-Service (FFS) programs. As project partner, she was responsible for managing teams responsible for state negotiations, program development, implementation, client training, quarterly claims processing and ongoing audits. The following provides an overview of those projects, along with a summary of her overall contributions to the school-based practice:



- State of Texas School Districts Consortium aided implementation and rollout of the Fee-For-Service program and supported negotiations regarding national Administrative Claiming guidelines.
- State of North Carolina School Districts Consortium managed North Carolina's school-based Medicaid programs since their inception in 1999. Helped design, implement, and operate the programs for 107 local education agencies serving 900,000 students. Worked with the state to develop claiming methodologies and to implement the national program guidelines.
- State of Alabama School Districts Consortium worked with the State Medicaid Agency to develop a school-based Fee-For-Service and Cost Report program and supported the implementation of the national Administrative Claiming guidelines.

Risk Management and Audit Experience

- Ms. Carnes led the Mississippi Department of Education Random Moment Time Survey audit and review project. In her role as project lead, Ms. Carnes was responsible for creation and execution of the Audit Program focused on aiding the State of Mississippi with oversight and monitoring of their statewide Administrative Claim program.
- Ms. Carnes served as a Project Manager and Internal Auditor at KeyCorp Bank in the Risk Management and Audit Division. In her role she created audit strategies for business function review, led and participated in ongoing firm audits and business reviews, and prepared audit findings and reports for management. In addition, she was responsible for reviewing internal operation and procedures, identifying internal weaknesses, and recommending strategies to improve operations and safeguard against audits. Ms. Carnes was involved in the development and review of SAS70 reports and working with external auditors to represent the firm in program reviews.

Education

Ms. Carnes earned a Master of Business Administration (MBA) degree from Case Western Reserve University, Weatherhead School of Management, in 1999. She received a Bachelor of Science in Business Administration, Finance, from The Ohio State University in 1994. In April 2004, she completed the Harvard Leadership Essentials Program.

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Cathy Condon Houston

Ms. Houston has 14 years of experience working with School Based Medicaid programs. She has been working with the State of Nebraska since the inception of her working relationship with Fairbanks. Ms. Houston also has significant client service experience in the Medicaid Administrative Claiming and Cost Report processes which with the following programs: Alabama, Illinois, Nebraska, New Mexico, North Carolina, and Texas. Prior to her time at Fairbanks, she spent over 12 years in the Commercial Property Reinsurance industry where successfully managed both regional and national clients.

Relevant Project Experience

- Project Manager/ Senior Consultant for the Nebraska statewide Medicaid schoolbased claiming programs including both NEBMAC and MIPS Cost Reporting since inception in 2017.
- Managed successful implementation of the Nebraska statewide Medicaid schoolbased claiming programs, including RMTS methodology and cost settlement processes to support both direct medical services and administrative activities.
- Lead internal Fairbanks Nebraska client team to execution of online solution to ensuring that schools are using direct service providers that are enrolled in Nebraska Medicaid.
- Managed successful implementation of the Nebraska statewide annual training plan and auditing process.
- Analyst for the Lincoln/Omaha Nebraska consortium for over six years, managing the day-to-day work plan, which includes ongoing maintenance of all processes from PL, RMTS, Financial reporting, through Claim calculation.
- Lead Trainer in all facets of Lincoln/Omaha Nebraska consortium trainings, including PL/RMTS Contact Trainings, Financial Contact Trainings.
- Project Manager and previously Analyst, Training and Audit Lead for the Commonwealth of Kentucky's Direct Service Cost Report for twelve annual reporting periods. Cathy maintains an excellent rapport with the LEA staff, as well as DMS, and prides herself on knowing her clients.
- Project Manager and previous Analyst for the State of Alabama for over ten years, managing the day-to-day work plan, which includes ongoing maintenance of all processes from PL, RMTS, Financial reporting, through Claim calculation, as well as maintaining relationships with Alabama State Medicaid Alabama Association of School Boards, and the lead school system for the consortium, Tallassee City Schools.
- Project Development team member in implementing the Cost Report process for the State of Alabama.
- Lead Trainer in all facets of Alabama trainings, including PL/RMTS Contact Trainings, Financial Contact Trainings, and Cost Report training.
- Client Service Team Member for over 4 years handling numerous MAC programs and Cost reports for schools and health care facilities in Alabama, Illinois, Nebraska, New Mexico, North Carolina, and Texas.

Education

Ms. Condon Houston earned a Bachelor of Arts in Finance and Economics from the University of Illinois, Urbana-Champaign, 1988.



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Chrisy Herriges

Ms. Herriges has 14 years' experience working with Fairbanks' clients and contacts. She has significant experience in the Medicaid Administrative Claiming and Cost Reporting process in all Fairbanks state projects. Chrisy manages the Client Information Center staff who resolve all client calls and inquiries.

Relevant Project Experience

- Manager of the Fairbanks Client Information Center
- Serves as lead trainer for the CIC,
- Liaison between state project client team and the Client Information Center representatives
- Reviews all reference materials, email communications and newsletters for accuracy
- Performs Fairbanks software testing
- Organizes and maintains Client Information Center resources
- Participated in the travel, training, and implementation of several state projects including Missouri, California, and Nebraska
- Assists Fairbanks' Business Analysts when needed

Education

Hotel and Restaurant Management and Human Resources, Western Illinois University

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Karen Kim

Ms. Kim has more than twenty years of experience in information systems, with a broad background that includes business and systems analysis, coding and development, requirements management, and analytics. Ms. Kim is currently the Director of Information Services at Fairbanks LLC where she is responsible for evaluating the information and analytic needs associated with all aspects of RMTS, Medicaid Administrative Claiming, Cost Reporting and Settlement, and for devising technological solutions that promote the organization's strategic goals.

Relevant Project Experience

- Director of Information Services for Fairbanks' RMTS and Administrative Claiming programs. This includes providing technology direction for projects, communicating with state and local contacts to meet client requirements, and determining appropriate technology needs.
- Responsible for working with project managers to coordinate the design, development, training and implementation of Fairbanks' web-based RMTS and Administrative Claiming, Cost Reporting, and Settlement toolset.
- Technology Lead for the State of Illinois Healthcare and Family Services Random Moment Time Study and Medicaid Administrative Claim statewide project. In her role, Ms. Kim is responsible for determining initial data requirements, system set-up, implementation, and ongoing support of the Fairbanks web-based system.
- Technology Lead for the State of Texas Health and Human Services Commission Random Moment Time Study, Medicaid Administrative Claim and Medicaid Cost Report statewide project. In her role, Ms. Kim has assisted in the successful delivery of Fairbanks' web-based software and processes to support the Texas program.
- Data Manager for internal Fairbanks data procedures and analysis, to include identifying, analyzing, and benchmarking key data elements for the provision of programmatic analysis and recommendations to State and local clients.

Operational and Project Management Experience

- Responsible for technical development and support, coordination of technology resources, and technology planning for Fairbanks.
- Developed a system to analyze client data to be responsive in client communications, identifying concerns, and accomplishing project tasks.

Other Experience

 Prior to her work with Fairbanks, Ms. Kim led the Healthcare Intelligence department at Focused Health Solutions, where she successfully leveraged her expertise in business intelligence, reporting, and health care analytics for this disease management company.

Education

Ms. Kim studied Computer Information Systems at Northwestern University in Evanston, Illinois.



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Aine McDonagh

Ms. McDonagh is a Senior Business Analyst at Fairbanks LLC with over 2.5 years of experience. During those 2.5 years, she has been working on the Nebraska Medicaid School- Based Claiming program to facilitate the operation of NEBMAC and MIPS Cost Report. Aine has also worked on the New Mexico MSBS program to support the operation of the Participant List, RMTS, and Administrative Claiming as well as the Direct Services Cost Reporting and Settlement. Aine provides significant expertise in data quality assurance, program monitoring and integrity, school district operations, and client training. Prior to her time at Fairbanks, she spent over 7 years in the Retail Services industry where she successfully managed a computer service department.

Relevant Project Experience

- Analyst for the State of New Mexico Human Services Department Statewide Random Moment Sampling, Administrative Claiming and Direct Services Cost Reporting and Settlement project. The New Mexico project team is responsible for the design and statewide implementation, management, and operations of a statewide program for the participating LEA/REC/SFEAs in New Mexico.
- Team lead to support the operation of FFS Cost Report and Settlement in the State of New Mexico including negotiations with CMS, client training, and process mapping.
- Analyst for the State of Nebraska Department of Health & Human Services' Statewide Random Moment Time Study, Medicaid Administrative Claim, Cost Reporting and Settlement project, managing the day-to-day work plan, which includes ongoing maintenance of all processes from PL, RMTS, financial reporting, through claim calculation.
- Managed work plans, internal and external resources, client expectations, client communication, and analysis.

Training Experience

- Lead Trainer in all facets of Nebraska trainings, including PL/RMTS Contact Trainings and Financial Contact Trainings.
- Training Facilitator in New Mexico for all live and webinar trainings, including program contact PL, RMTS, MAC Financial, and FFS Cost Report trainings.

Education

Ms. McDonagh earned a Bachelor of Science in Management Information Systems from DePaul University in 2018.

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Name	Jodi Walker	



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Name	Jessica Jefferson
Title	Internal Auditor and Finance Coordinator
Organization	Lincoln Public Schools
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Beth Smitley

Ms. Smitley has over 15 years of experience with Fairbanks and will continue to be the RMTS Coding Team Lead for the State of Nebraska Project. Ms. Smitley has managed the RMTS coding programs in Nebraska, Texas, North Carolina, Alabama, New Mexico, Missouri, and California. She provides significant expertise in coding training, design & delivery and understanding of the Medicaid Administrative Claiming time study codes.

Relevant Project Experience

- Coding Supervisor for the State of Nebraska for Medicaid Administrative Claiming.
 Responsible for the overseeing and managing the coding of all participating districts in the state.
- Coding Supervisor for the State of Texas Health and Human Services Commission statewide Random Moment Time Study and Medicaid Administrative Claim project. Responsible for overseeing and managing the coding of a statewide program for over 1,200 school districts and 4.2 million students.
- Coding Supervisor for the State of Alabama School Districts Consortium for Medicaid Administrative Claiming. Responsible for overseeing and managing the coding of a statewide consortium of participating districts representing all school districts in the state.
- Coding Supervisor for the State of North Carolina School Districts Consortium for Medicaid Administrative Claiming. Responsible for overseeing and managing the coding of a statewide consortium of participating districts.
- Coding Supervisor for the State of New Mexico Human Services Department statewide Random Moment Time Study and Medicaid Administrative Claiming. Responsible for overseeing and managing the coding of a statewide program.
- Coding Supervisor for the State of Missouri Department of Social Services statewide Random Moment Time Study and Medicaid Administrative Claiming. Responsible for overseeing and managing the coding of a statewide program for approximately 490 school districts.
- Coding Supervisor for the Santa Cruz Local Government Association (LGA) in California. Responsible for overseeing and managing the coding for the LGA.
- Central Coding Supervisor Ms. Smitley is responsible for overseeing and managing the Medicaid Administrative Claiming Time Study coding. She provides daily supervision to coding staff and conducts weekly coding meetings. She also maintains documentation of communications with school districts regarding their Random Moment Time Study responses. Ms. Smitley creates annual internal training documents used for coding staff. She also participants in annual coder training with state agencies and attends quarterly coding review sessions with state agencies.

Education

Ms. Smitley graduated with honors from Mount Vernon Nazarene University in 1997 with a Bachelor of Arts degree in Social Work.



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Title	MAC Program Manager	
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	Benefits	
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Judi Wallace

Ms. Wallace will serve as the Policy Lead for the project. She joined the Fairbanks team in 2018 after retiring from Centers for Medicare & Medicaid Services (CMS). Ms. Wallace has more than 25 years of professional experience in Public Health and Special Education inclusive of 15 years as a Senior Policy Analyst at the CMS. Ms. Wallace was responsible for the review, approval and management of school-based Medicaid programs providing review, analysis and approval of random moment time study methodologies (RMTS) for the following states: Alabama, California, Colorado, Illinois, Pennsylvania, North Carolina, New Jersey, Missouri, Texas, Washington state, New Mexico and Kentucky to name a few.

Ms. Wallace has been responsible for providing technical assistance and training on "Free Care", Cost Allocation Plans and Financial Management Reviews for RMTS for school-based Medicaid programs to CMS staff in the 10 regional offices and state Medicaid agencies across the country to ensure national consistency for Medicaid Fee-For-Service Payment issues for State Plan Amendments (SPA), Administrative Claiming, and Cost Allocation Plans (CAP), and Financial Cost reporting requirements. Ms. Wallace also served as a Subject Matter Expert (SME) on "Free Care" policy for CMS.

Since joining Fairbanks, Judi has been focused on/assisting both new and existing State and consortium clients with planning and implementation for Free Care. Judi is considered a subject matter expert on Free Care and has worked alongside the Healthy Schools Campaign in providing technical support for an ongoing study funded by the Robert Wood Johnson Foundation examining the financial impact of "Free Care" being conducted by ChildTrends. Ms. Wallace has facilitated and worked on Free Care workgroups for CMS, developed a Free Care whitepaper as well as a proprietary Free Care needs assessment tool for Fairbanks clients to guide their implementation process. Ms. Wallace is very knowledgeable in Medicaid policy on school-based services issues and can translate complex policy into lay language for CMS staff in her former role and currently for Fairbanks clients. Ms. Wallace has conducted extensive client communications and customer service working for both CMS and Fairbanks such as explaining Notice of Public Rulemaking and is able to provide tremendous insight into CMS decision making process, and direction, for Fairbanks clients.

Relevant Project Experience

- Senior Program Policy Analyst for CMS conducting compliance monitoring, oversight of program integrity and identification of best practices for Medicaid Administrative Claiming and Direct Service Claiming. Responsible for the review and approval of State Implementation Plans, analysis and evaluation of health policy issues, and expertise in federal statutory review inclusive of Free Care implementation. Leveraged contacts with both national association and advocacy groups across the country to reach consensus on policy issues in the development and review of Medicaid national policy initiatives.
- Senior Program Policy Analyst for CMS leading Financial Management Review teams across the country for the 10 CMS regional offices on statutory requirements for State Plan Amendments and Administrative Claiming Plans including assisting States in the development and review for CMS approval, providing technical assistance training and oversight of audit plan implementation.
- Senior Program Policy Analyst for the Financial Management Group (FMG) for the



Division of Reimbursement and State Financing responsible for conducting detailed program analysis of State Plan Amendments, Administrative Claiming Plans and Cost Allocation Plans to examine financial payment methodologies to ensure consistency with Medicare cost reporting requirements.

 As a Senior Program Policy Analyst for FMG, relevant program responsibilities included the development, review, analysis and evaluation of existing programs; preparation of written options papers for senior leadership to evaluate arguments, anticipate issues, and recommend courses of action; and the articulation of policy options for decision makers. This work involved researching background information, the origins of laws and regulations on Medicaid and Medicare policy guidance, and the intended impact to make policy recommendations to CMS leadership team.

Medicaid & Audit Experience

- Ms. Wallace worked directly with States to conduct a detailed program analysis of State Plan Amendments, Administrative Claiming Plans and Cost Allocation Plans to examine financial payment methodologies to ensure consistency with Medicare cost reporting requirements. This included the review of Cost Allocation plans, Administrative Claiming Implementation Plans and time study methodologies related to administrative claiming for various claiming entities including school districts, local public health departments and tribal entities in collaboration with the State Medicaid agency for states across the country.
- Ms. Wallace served as a senior policy analyst for both Medicaid Administrative Claim (MAC) programs and Fee-For-Service (FFS) programs for CMS. She was responsible for managing regional office teams in conducting a Financial Management Review responsible for negotiations with states and working with the Office of the Inspector General on ongoing audits.
- Ms. Wallace provided leadership and direction to multiple states and municipalities in the development and implementation in the creation of a financial management reporting system Fee-For-Service and administrative claiming programs to capture and record utilization for Special Education and Medical Services. Her responsibilities included review of reporting requirements, negotiations with State Medicaid agencies, process gap analysis, technical assistance and training to stakeholders creating a comprehensive Special Education accountability and management tool incorporating data elements required to meet both Special Education documentation and Medicaid billing requirements.
- Ms. Wallace has ten years of collective knowledge and experience having developed, implemented, and managed a Fee-For-Service cost-recovery system for both the Baltimore City and Baltimore County school districts. Programs included the Baltimore County Medicaid School Program and Temporary Cash Assistance enrollment for revenue enhancement (TANF) and the school-based Health Centers. Responsibilities included system development and supervision; database creation and management; quality control: training, supervision and evaluation of professional and technical staff; program documentation; systems analysis and design; billing protocols; public and school district communications; field support, training and audit support to schools; and policy negotiation.



Education

Ms. Wallace earned a master's degree in Psychology from the University of the Pacific. She earned a Bachelor of Arts degree in Special Education and Psychology from Southern Illinois University.

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J. Subcontractors

From Section VI.J

SUBCONTRACTORS

If the contractor intends to Subcontract any part of its performance hereunder, the contractor should provide:

- name, address, and telephone number of the Subcontractor(s);
- specific tasks for each Subcontractor(s);
- 3. percentage of performance hours intended for each Subcontract; and
- total percentage of Subcontractor(s) performance hours.

✓ Fairbanks understands and accepts this requirement.

Fairbanks utilizes specially trained Random Moment Coders (RMCs) that are used to determine the appropriate activity code for each random moment completed. The RMCs are independent of the district and participating agency which helps reduce the potential for errors or bias in coding by removing the sampled staff from the selection of appropriate activity codes. RMCs on the Fairbanks team are fully trained on the federal and state RMTS/MAC program guidelines and the proper application of the activity codes to the Random Moment responses and are supervised by the Fairbanks Coding Team Lead and the Fairbanks Project Director. This provides further assurances that the coding is objective, unbiased, and appropriately completed.

Fairbanks intends to use the following two individuals in this capacity:

Ms. Julia Barnes 3880 Salem Lake Drive Long Grove, IL 60047 312-450-6350 jbarnes@fairbanksllc.com

Serve as RMC that are used to determine the appropriate activity code for each random moment completed during the Random Moment Time Study process. Ms. Barnes will perform 5% of the performance hours. Each subcontractor will perform 5% of the performance hours for a total of 10% of the overall performance hours.

Ms. Jan Stafford 3880 Salem Lake Drive Long Grove, IL 60047 312-450-6350 jstafford@fairbanksllc.com

Serve as RMC that are used to determine the appropriate activity code for each random moment completed during the Random Moment Time Study process. Ms. Barnes will perform 5% of the performance hours. Each subcontractor will perform 5% of the performance hours for a total of 10% of the overall performance hours.



Attachment 3: Requirements Matrix



Project Requirements

	Business Requirements		
	Duamess Keyunements		
Req#	Requirement		
PR-1	Bidder must meet all requirements in Section V.C.1., Develop and maintain a Random Moment Online System, in the Scope of Work. Describe how your solution will meet these requirements.		
	Response: As proven through our work beginning in 2004, our online solution has successfully met these requirements and will continue to do so. Fairbanks has developed and maintained a customized version of the Fairbanks system for use by the State of Nebraska and in 2017 customized our online solution further for the new statewide requirements in Nebraska as directed by DHHS/CMS.		
	Refer to section V.C.1 for an in-depth narrative.		
	Bidder must meet all requirements in Section V.C.2., Develop and conduct a statewide RMTS in the Scope of Work. Describe how your solution will meet these requirements.		
PR-2	Response: As proven through our work beginning in 2004, our online solution has successfully met these requirements and will continue to do so. Fairbanks has conducted a statewide RMTS for the State of Nebraska on a quarterly basis according to the NEBMAC Guide and DHHS instruction.		
	Refer to section V.C.2 for an in-depth narrative.		
PR-3	Bidder must meet all requirements in Section V.C.3., Develop and Maintain Cost Reporting Online System, in the Scope of Work. Describe how your solution will meet these requirements.		
	Response: As proven through our work beginning in 2017, Fairbanks has developed, implemented, and maintained its proprietary web-based system for participating schools in Nebraska to access the reimbursable federal contribution of the quarterly Medicaid Administrative (MAC) and quarterly Cost Report claiming programs.		
	Refer to section V.C.3 for an in-depth narrative.		
DD 4	Bidder must meet all requirements in Section V.D.4., RMTS and Cost Report Help Desks Report in the Scope of Work. Describe how your solution will meet these requirements.		
PR-4	Response: As proven through our work beginning in 2017, Fairbanks has created and delivered a written monthly RMTS and Cost Report Help Desk report to DHHS.		
	Refer to section V.D.4 for an in-depth narrative & Appendix D to view a sample report. Bidder must meet all requirements in Section V.C.5., Direct Service Provider Management, in		
	the Scope of Work. Describe how your solution will meet these requirements.		
PR-5	Response: Beginning with the September - November 2017 quarter, Fairbanks has successfully been ensuring that the Nebraska schools are using direct service providers that are enrolled in Nebraska Medicaid. It is understood that the Nebraska Medicaid Department of Health and Human Services (DHHS) utilizes a provider enrollment vendor to assist schools in enrolling direct service providers in Nebraska Medicaid. Due to the potential HIPPA constraints, any files listing the Medicaid enrolled providers, sent from DHHS to Fairbanks, are transmitted by a secure file transfer process. Data elements must be available on both the Participant List		



and the file received from DHHS, in order to match direct service providers on the school's Participant List with those properly enrolled and showing up on the list from DHHS. Each file received (bi-weekly) from DHHS is parsed into district specific lists, to ensure each provider is enrolled in the district in which they are providing services. In addition, each bi-weekly file transferred from DHHS is reviewed to eliminate any providers' enrollment effective dates that fall outside of the applicable quarter's dates. To accommodate these requirements, Fairbanks has implemented an efficient web-based solution for district users to ensure their direct service providers are properly enrolled.

Refer to section V.C.5 for an in-depth narrative.

2. Internal Methods and Procedures

Auditing Requirements

	Business Requirements		
Req #	Requirement		
ADT-1	Bidder must meet all requirements in Section V.E. Describe how your solution will meet these requirements.		
	Response: The Fairbanks Audit Plan will include, but not limited to, the following (RFP Requirement V.E.3):		
	 Claims Reviews Cost Reports RMTS moments RMTS roster's eligible categories Direct service provider qualifications Annual and quarterly financial reports The Fairbanks Audit Plan covers all aspects of the RMTS, administrative claiming and direct services cost reporting/settlement process. The comprehensive Plan will be approved annually by DHHS and upon approval, clearly communicated to all providers so there is a clear understanding of program requirements.		
	Refer to section V.E for an in-depth narrative. Bidder must meet all requirements in Section V.E. Describe the methodologies that will be utilized when creating the Audit Process and Plan.		
ADT-2			
	1. Technology		



3. Audit Documentation and Support

Refer to section V.E for an in-depth narrative.

Reporting Requirements

	Business Requirements		
Req#	Requirement		
	Bidder must provide a sample quarterly update report, quarterly cost report, annual cost report and RMTS and Cost Report Help Desk Report for evaluation.		
RR-1	Response: Fairbanks agrees and accepts to providing DDHS with these reports. All sample reports noted above can be found in Appendix D.		

Project Planning and Management Requirements

Business Requirements			
Req#	Requirement		
	Bidder must meet all requirements in Section V.F.1. Describe how your solution meets these requirements.		
PMR-1	Response:		
	The communications that go to non-participating school providers will have a different focus than those that are participating but are no less important.		
	Fairbanks will deploy several outreach mechanisms, including but not limited to: <i>(RFP Requirement V.F.1.a)</i>		
	 Email contacts or newsletters: Targeted email communications to non-providers and/or newsletters with program updates will be sent on a quarterly basis. Conference calls or video meetings: Fairbanks regularly uses toll-free conference calls and webinars conducted via computers as means of communication. Making available mock cost reports and other information to show what a new school provider would be required to do for school-based claiming so that the school provider can perform a cost- benefit analysis: To alleviate any confusion, Fairbanks will use templates that show the steps and time estimates required to participate in the programs. Receiving and answering questions posed by school providers: All Fairbanks Nebraska client team staff and client information support staff are trained to answer questions and ensure the appropriate Fairbanks staff person provides the requested information. Creating and disseminating fact sheets and other materials to market school- 		



based claiming: Fairbanks understands the importance of helping to promote the programs available in the State of Nebraska and will create information to help in that cause via fact sheets and other materials.

Refer to section V.F.1 for an in-depth narrative.

Bidder must meet all requirements in Section V.F.2. Describe how your solution meets these requirements.

PMR-2 Response:

Fairbanks understands that client service and timely communication is integral to the success and quality of the submissions for RMTS, RMTS rosters, salaries, benefits, all other relevant financial information, certification forms and RMTS compliance participation. In addition to proactively monitoring communications and contacting direct service providers and school employees with any issues, Fairbanks provides a dedicated toll-free number to assist with any inbound support related any issues. Fairbanks shall copy the Department on all ongoing email communication.

Refer to section V.F.2 for an in-depth narrative.

Bidder must meet all requirements in Section V.F.3. Describe how your solution meets these requirements.

PMR-3 Response:

Fairbanks is capable and wiling to assist the State of Nebraska on a wide array of consulting services, as needed. Fairbanks is a national consulting firm, comprised of principals and staff dedicated to providing uncompromising quality and client service to state and local governments. Fairbanks has unique Medicaid expertise to create reliable solutions in School Based Medicaid Administrative Claiming and for Direct Service Cost Reporting inclusive of Cost Settlement. Fairbanks will develop a clear work plan in collaboration with the Department and a path to meet all of the deliverable dates outlined in the Scope of Work to be executed. Fairbanks understands and agrees that all of the possible consulting work that the Department may request will in no way alter the due dates and Scope of Work. Fairbanks will dedicate appropriate staff resources to ensure the Scope of Work is executed for the additional consulting work request.

Refer to V.F.3 for an in-depth narrative.

Bidder must meet all requirements in Section V.F.4. Describe how your solution meets these requirements.

PMR-4

Response:

Fairbanks will interact with other Medicaid contractors, consultants, Nebraska Medicaid Managed Care Organizations, or other parties upon the Department's request and with Department approval to ensure the effective delivery of service and collaboration to meet the contract goals. Such cooperation shall include permitting access to Department files (assuming appropriate legal frameworks have been executed), procedural documents, and any other records related to the project that are in the possession, or under the control, of Fairbanks when such disclosure is requested and/or approved by the Department.

Refer to V.F.4 for an in-depth narrative



Implementation and End of Contract

	Business Requirements				
Req#	Requirement				
	Bidder must provide a draft implementation plan that encompasses all elements of Section V.G.c. (referenced as Section V.G.1.c) in RFP				
IEC-1	Since Fairbanks is the current contractor for the statewide RMTS, MAC and Cost Report quarterly claiming, as well as Annual Cost Settlement, we have successfully implemented these programs and have met and/or exceeded all requirements. Our work with school districts on this statewide program since 2017, Fairbanks is well positioned to successfully continue fulfilling these requirements.				
	Refer to V.G.1 for an in-depth narrative.				
IEO 0	Bidder must provide a draft End of Contract Plan that encompasses all elements of Section V.G.d. and V.G.e. (referenced as Section V.G.2.d and V.G.2.e) in RFP				
IEC-2	Response: When the End of Contract Period is entered, Fairbanks will work closely with the Department to ensure all process steps and deliverables are completed. Fairbanks will work closely with the Department to execute the approved End of Contract Plan and understands that The Department will perform an end of contract review to ensure that the Contractor has completed all requirements of the End of Contract Period.				
	End of Contract Plan - Draft Fairbanks understands that during the End of Contract Period there will be certain Implementation deliverables that will need to be provided to the Department. These will include:				
	 Implement the proper End of Contract Plan that has been approved by the Department. This Plan will outline all steps, deliverables and milestones that have been defined and agreed upon by the Department and Fairbanks. Provide the Department, or any other contractor the Department has directed Fairbanks to provide information, all reports, data, deliverables and other information reasonably necessary for a transition. Ensure that all responsibilities under the Contract have been transferred to the Department, or to another Department directed vendor, without significant interruption. Notify Subcontractors of the expiration/termination of the Contract. Notify all school providers that the Contractor will no longer be the school-based claiming services contractor. Only upon approval from the Department will communications regarding the end of services by Fairbanks be provided to the school-based services providers. Continue meeting all contract requirements until such time as the Department determines that a successful transition has occurred so that service can stop and not interrupt the claiming processes. Transfer the RMTS and Cost Report help desk telephone number and email address to the Department should the Department so request. 				
	As part of our continuing effort to ensure that all requirements of the End of Contract Plan are complete by the deadlines, Fairbanks will work closely with the Department to execute the				



approved End of Contract Plan and understands that the Department will perform a review to ensure all requirements are completed.

End of Contract Steps, Deliverables and Milestones

This section provides the details of the steps, deliverables and milestones for the End of Contract Period.

Information, Reports, Data, Deliverables and Other Information

Fairbanks will provide in electronic format to the Department, or to a Department directed vendor the following information sixty (60) days prior to the End of Contract. Any data acquired by Fairbanks during the End of Contract period will be sent in electronic format upon completion of the quarter/year in which the data applies. Data includes:

- Service Provider Program Contact Information
- Service Provider Financial Contact Information
- Participant List Data
- RMTS Sample Data
- RMTS Results
- Medicaid Administrative Reporting and Claiming Data
- Quarterly Cost Reporting and Claiming Data for Direct Services
- Quarterly/Annual Cost Settlement Reporting and Claiming Data
- Interim Rate Data
- Training Information
- · Communication and notices provided to service providers
- Audit and review documentation
- Call report information
- All other documentation supporting any of the programs contracted by Fairbanks to perform.

Communication Plan

Fairbanks will implement the following communication plan. Upon approval from the Department, Fairbanks will notify all school-based service providers sixty (60) days prior to the End of Contract period of its expiring contract with the State of Nebraska. Within the communication, service providers will be notified of the following items:

- Effective Date of Contract expiration
- Work product and requirements that may extend beyond the End of Contract period to be completed by Fairbanks
- Contact information regarding work product and requirements to be assumed by the Department, or by another Department directed vendor, going forward

Transfer the RMTS and Cost Report Help Desk Telephone Number

At the conclusion of the End of Contract period, Fairbanks will transfer the RMTS and Cost Report Help Desk Telephone number to the Department, or to another Department directed vendor. In addition, the RMTS and Cost Report email address will automatically forward all emails to an email address designated by the Department, or by another Department directed vendor for one (1) year following the expiration of the contract.

Refer to V.G.2 for an in-depth narrative.



Contractor Communication

	Business Requirements			
Req#	Requirement			
CC-1	Bidder must meet all requirements in Section V.H.1. Describe how your solution meets these requirements.			
	Response: Fairbanks shall work with DHHS to create a comprehensive School Provider Manual that shall be reviewed and approved by the Department prior to publication to the general public in an electronic version.			
	Refer to V.H.1 for an in-depth narrative.			
CC-2	Bidder must meet all requirements in Section V.H.2. Describe how your solution meets these requirements.			
	Response: Fairbanks has developed and published a quarterly, electronic school provider newsletter. As part of our commitment to excellent client service, Fairbanks creates quarterly newsletters for Nebraska. This newsletter is in a DHHS approved format and template, published at least quarterly on a schedule determined by the DHHS, and submitted to the DHHS for review and approval.			
	Refer to V.H.2 for an in-depth narrative and sample newsletter.			

Contractor Support

	Business Requirements
Req#	Requirement
CS-1	Bidder must meet all requirements in Section V.I.1 (Referenced as Section V.I.3 in RFP). Describe how your solution meets these requirements.
	Response:
	Fairbanks has an RMTS and Cost Report Help Desk called the Client Information Center (CIC) ready to receive and respond to communications from the school providers regarding RMTS, Cost Reports, and Cost Settlement amounts among other topics. These staff members are experienced representatives that are cross trained to answer all process and web-site questions, including high level program requirements. Each Help Desk staff member has between 7 – 14 years' experience working with Nebraska school districts.
	Fairbanks Help Desk assistance is provided in several forms including a toll-free number to the Help Desk, email support, and communications through the dedicated email address. The Help Desk responds to all email and voicemail inquires within 2 business days of receipt. All emails and voicemail inquires received when the Help Desk is not staffed shall be considered received at the beginning of the next period of time that the Help Desk is staffed.
	The Help Desk currently assists school districts and health care agencies from around the country in all four time zones of the continental U.S. and has been supporting Nebraska school-based Medicaid programs since 2004. The Fairbanks Help Desk is supported by



cloud-based call center software which tracks call volume during all times that the Help Desk is available to receive and respond to calls.

Fairbanks Help Desk for Nebraska has the dedicated toll-free phone number (877)-219-1316 and the general email address of info@fairbanksllc.com. Fairbanks maintains the dedicated toll-free number for Nebraska school districts to use in contacting the Fairbanks Help Desk during the hours of 8:00 AM CST to 5:00 PM CST with a voicemail system available when the Help Desk is not staffed. The toll-free number is staffed Monday through Friday, with the exception of federally observed holidays.

Bidder must meet all requirements in Section V.I.2. (referenced as Section V.I.4 in RFP) Describe how your solution meets these requirements and provide a draft training plan to document how this will be achieved.

Response:

The Fairbanks team has a strong commitment to client service, which includes the delivery of robust trainings. The Fairbanks/Nebraska DHHS Annual Training Plan will help stakeholders to understand the program and to demonstrate the importance of complying with all Nebraska Medicaid and Federal Medicaid guidelines.

Implementation of the Annual Training Plan will promote compliance and accuracy in the completion of the program requirements and is an important factor in maintaining the integrity in all aspects of the program to all levels of personnel who interact with the system. Fairbanks has developed a series of specialized training modules that cover all the functions associated with RMTS and Administrative & Direct Service Cost Reporting, including audit policies and procedures. Fairbanks will work with DHHS to finalize the content and materials of all trainings before delivery. (RFP Requirement V.I.4.c) Trainings for new participants and individuals will be more in-depth but will cover similar topics. Such topics include, but not be limited to (RFP Requirement V.I.4.b.ii):

Random Moment Time Sampling (RMTS Contact)

- Participant List Training
- Program Overview
- Online Submission
- Participant Enrollment and Requirements
- Monitoring and Compliance
- Audit Policies, Procedures and Documentation
- Trending Training Needs, including changes to the reporting or system

Time Study Training (Participant)

- Program Overview
- Online Survey
- Monitoring and Compliance
- Audit Policies, Procedures and Documentation
- Trending Training Needs, including changes to the reporting or system

Quarterly Cost Reporting (MAC Financial Contact)

- Program Overview
- Online Cost Reporting and Submission
- Edits and Certification
- Audit Policies. Procedures and Documentation
- Trending Training Needs, including changes to the reporting or system
- Submission of Annual Cost Report and supporting documentation



Districts/ESUs are responsible for providing documentation to support all reported expenditures. The Financial Contact at each district should be responsible for uploading documentation in the following categories:

Due to programmatic changes that may be introduced by DHHS or CMS, and systematic changes brought about by new technology and upgrades, it is important that a consistent and flexible level of training be provided throughout the year, and, in particular prior to the beginning of each school year.

These trainings will be delivered both face-to-face and through web-based conferencing and teleconferencing. Upon request, live trainings will be made available through Internet-based, real-time broadcasts (RFP Requirement V.I.4.e) and can be reviewed at the providers' convenience through electronic, on-demand recordings (RFP Requirement V.I.4.f), which can be published on the DHHS's website upon request. (RFP Requirement V.I.4.g) As needed, Fairbanks staff will also provide one-on-one telephone training to providers needing additional assistance. All of the trainings will be supported by a toll-free Fairbanks Client Information Center hotline, where Fairbanks staff will provide participating schools with answers to questions about the program and assistance in using the Fairbanks system.

Fairbanks will work with DHHS to finalize the Annual Training Plan before the next fiscal year. Based on our experience in implementing and managing the program in Nebraska and in similar programs in other states, the expected turnover of staff and personnel, and the expected programmatic and systematic changes to the program, Fairbanks recommends a higher frequency of trainings at the beginning of each school year, with a reduced and more flexible training schedule in subsequent quarters. Fairbanks will work with DHHS to modify the training schedule based on the effectiveness and participation levels of each training. (RFP Requirement V.I.4.c/d)

The below chart indicates the minimum frequency with which Fairbanks will conduct trainings. Trainings will be added per DHHS' request. (RFP Requirement V.I.4.i.a/b)

Training Type	Audience	Event Type	Frequency
PL & RMTS	RMTS Contact	Live	5/year
PL & RMTS	RMTS Contact	Webinar	2/quarter
Financial Reporting	MAC Financial Contact	Live	5/year
Financial Reporting	MAC Financial Contact	Webinar	2/quarter
RMTS - Time Study	TS Participant	Online	Each Sampled Moment

*In the Fairbanks System, Time Study Sampled Participants are required to be trained each time they are sampled.

As part of our spectrum of services, Fairbanks will be responsible for all costs associated with travel, lodging, meeting handouts and training materials pertaining to the Contractor's portion of any meeting or training event. (RFP Requirement V.I.4.h)

A sample of some of the trainings currently in use in Nebraska can be found in Appendix B.

Annual Training Plan - Draft

The Fairbanks Annual Training Plan will be provided to the DHHS for review and approval



annually by June 1st. Fairbanks is prepared to modify the topics covered, the materials used, and/or the location or timing of any proposed training class in the Annual Training Plan, as directed by DHHS. (RFP Requirement V.I.4.c) Below are a few sections that can be found in the Plan.

Training Methods

To best meet the needs and schedule of its clients, Fairbanks provides a variety of training options.

- Live Training: Fairbanks has experience and expertise in providing live face-to-face training to providers and financial personnel. Individuals who attend live training sessions will be asked to sign in. This list will be cross-referenced with a list of participating schools. Those participating schools that did not provide representatives will be contacted to either attend a make-up training session, web-conference training, or some alternative training method until all training needs are met. The training sign-in logs are maintained along with the Fairbanks audit documentation.
- **Web-Based Systems Training:** Fairbanks has web-enabled each step of the RMTS and Administrative & Direct Service Cost Reporting process. In order to access the information securely and provide the information online, a unique username and password is provided to each Medicaid RMTS Contact and Financial Contact for the Fairbanks system. When the individual logs into the system, training materials are available and easily accessible at any time.
- **Web-Conferencing Training:** Fairbanks also provides online training using webinar technology. Individuals that participate in these training sessions are required to log in using their name and contact information, and a record is maintained for each of these sessions. These trainings can be recorded and made accessible 24 x 7 on the DHHS' website. Web-conferencing and other technology solutions have demonstrated their cost effectiveness at reducing travel and time away from the schools.
- **Conference Calls:** For those individuals that participate in a Fairbanks conference call, the participants are required to provide their name and district prior to entering the conference. Our conference call provider supplies a summary report of all conference attendees for documentation purposes.
- **Alternative Individual Training:** For those individuals who were not able to access the online training, individual training will be provided using multiple methods of training including web-conferencing, conference calling, emails, and manuals. Fairbanks will track alternative training independently.

In addition to the above trainings, the toll-free Fairbanks Client Information Center staff provides participating schools with answers to questions about the program and assistance in using the Fairbanks system. The Fairbanks training and Client Information Center staff are specifically trained to handle ongoing RMTS, Administrative Claiming, and Direct Services Cost Report questions and support as well as Cost Settlement issues.

Training Topics and Frequency

Fairbanks has developed training materials that are targeted to the respective functions that different participating schools or stakeholders perform throughout the RMTS, Administrative Claiming and Cost Reporting and Settlement processes. Fairbanks offers trainings to participating school personnel with a high level of frequency including during the implementation of the program, annually before the school year begins, in preparation of key



milestones of the Administrative & Direct Service Cost Reporting quarterly processes, as a result of program and/or policy changes, and as needed per the Department's/District's request.

In each of our trainings, Fairbanks will help explain the inter-relationship between all programs (RMTS, Administrative Claiming, Cost Reporting, and Settlement). The training emphasizes the proper understanding and delivery of the programs and that all participants understand their specific role in the overall process to help ensure program integrity. The Training Program is specifically designed to ensure that all participating school personnel will receive the necessary training to support the program to effectively perform their duties. Following is an overview of some of the trainings to be provided:

RMTS Training

The Fairbanks RMTS Programmatic Training provides school personnel with the information and ability to accurately meet the requirements in the approved NEBMAC Guide. Each school district will be responsible for identifying at least one (1) individual (RMTS Contact) to be responsible for providing, monitoring, and tracking throughout the RMTS process. The training will cover many topics, including:

- An overview and updates to the RMTS, Administrative Claiming, Cost Reporting and Settlement programs
- An overview of the system and functionality
- Changes to the federal guidelines/state plan regarding the program
- Changes and modifications to the system
- Details of the roles and responsibilities of the various parties, including the State, the Fairbanks, and the school
- Audit policies, procedures, and documentation requirements
- · Timelines and deadlines for the upcoming school year
- Monitoring and compliance tracking
- Directions and references on where to look for assistance

The RMTS Programmatic Training sessions focus on two distinct parts:

Participant List Training

The Participant List process is one of the most critical steps in ensuring the appropriate participation of school staff in the RMTS, Administrative Claiming, Cost Reporting, and Settlement programs. It is this process that drives the school's level of required participation, potential sample size, financial reporting, and subsequent claims. As a result, school personnel must fully understand the importance of the Participant List and the correct identification of personnel to be included in the program. Fairbanks provides effective training for the appropriate documentation of the Participant List.

The Fairbanks web-based Participant List system includes built in data-quality measures to provide for the correct identification of district personnel. By automating this process, this minimizes the school's involvement in the process and helps alleviate potential errors. The system is designed around pull-down menus and fields and will not allow personnel to submit and certify the Participant List until all required fields are correctly completed. It also greatly reduces the need to follow up with school personnel regarding incomplete or inaccurate Participant Lists, since errors will be identified to the school as it is completed and can be corrected immediately. Each RMTS Contact at the school is provided a unique username and password that will allow them to securely access the Fairbanks system. Once they enter the system, they will be provided online access to training manuals and instructions before



updating their participant information.

Time Study Training

Fairbanks prepares an overview for all RMTS Contacts at the participating schools. This overview provides all the necessary information to prepare the sampled participants to comply with the RMTS requirements.

The completion of the RMTS survey for each sampled participant should take no more than five minutes and eliminates the need for in-depth time study training. Once a time study participant receives the notification of their sampled moment and accesses the Fairbanks website to respond to their survey, they will be required to complete online training before they are able to complete the survey. To guarantee secure access, a unique username and password are supplied to the Time Study participant. The participant then logs into the Fairbanks system to complete the training. The Fairbanks system does not allow a participant to access the time study survey without completing this training. Participant training is focused on understanding the RMTS process and the accurate completion of the RMTS to provide sufficient information for coding.

Using our web-based RMTS methodology means that sampled participants will not be required to complete activity code time study training. Rather, each sampled participant will be required to submit sufficient information to answer these 3 questions to determine if the activities performed during the selected moments are reimbursable:

- Who was with you?
- What were you doing?
- Why were you performing this activity?

Within the Fairbanks system, each of these fields is mandatory and the participant cannot certify their time until they are all completed. This serves as another data quality check that all time studies are adequately completed before their submission.

Quarterly Cost Report Training

To help the Financial Contacts at the participating schools understand the importance of the accuracy and timely submission of the quarterly Administrative and Cost Report Claims, Fairbanks provides a comprehensive training program for financial reporting.

Fairbanks will continue to facilitate several live and web-conferencing sessions at the beginning of each year and several quarterly web-conferencing sessions throughout the year to support the program and school needs during core processing periods. Based on our experience, this level of training is sufficient to provide the appropriate levels and access to training opportunities; however, Fairbanks will work closely with DHHS and the participating schools to determine if additional training sessions are warranted.

The financial reporting process is a key component to the appropriate calculation of each school's claims. Thus, financial training is instrumental for school personnel to obtain an understanding of the financial reporting process, applicable deadlines, and allowable and reportable costs under the Administrative and Cost Report Claiming programs. It is important for school personnel to understand those costs that should be included, those costs that should be excluded, as well as those costs that are consistently under-reported on the expenditure schedules.

One step in helping the participating schools fully identify and document their reportable costs under Administrative and Cost Reporting Claims, is the use of the Fairbanks web-based



financial reporting system and associated manuals to facilitate the collection and reporting of quarterly school cost data. The Fairbanks system includes extensive financial reporting and quality assurance tools, and we provide comprehensive financial training for the school financial contacts and business officers. Specifically, financial training is geared towards providing individuals with information to help their school:

- Remain consistent with the requirements of OMB-Circular and adhere to Medicaid principles of reimbursement
- Classify the financial information in a format that facilitates the application of the Time Study results
- Minimize the time spent by financial personnel to meet the reporting requirements and still provide assurance of the accuracy of submitted data
- Allow flexibility to permit participating schools to pursue Medicaid reimbursement for all personnel providing administrative outreach services and direct medical services

The Financial Training is also covered via web-conferencing sessions on an ongoing quarterly basis. These trainings are offered to all financial contacts supporting the program to ensure new staff receive the required training as well as offering refresher trainings to any school personnel interested in attending. Online help, "Frequently Asked Questions" (FAQs), and a financial submission checklist documentation are also provided with the financial reporting application and on our website. Participating school can always obtain assistance and guidance from our toll-free Client Information Center (CIC) as well. In the case of web-based training, users access documents and reference materials through a secure, user-specific login to the Fairbanks system. Web-based trainings are accessible for reference throughout the year.



Appendices



Appendix A Draft Quarterly Project Work Plan



<u>Task/Milestone Name</u>	<u>Due Date</u>	Responsible Party
peration Quarter: September - November 2022		
Participant List		
Determine New District Participation & Provide System Access	07-01-2022	Fairbanks
Upload Webinar Training Links to Fairbanks System	07-01-2022	Fairbanks
Upload Training Documents to Fairbanks System	07-01-2022	Fairbanks
Participant List Opens	07-11-2022	Fairbanks
Participant List Open Notice Sent to Districts	07-11-2022	Fairbanks
Program Contact Training 1	07-14-2022	Fairbanks
Program Contact Training 2	07-19-2022	Fairbanks
Participant List Reminder 1	07-15-2022	Fairbanks
Send Participant List Update to DHHS	07-22-2022	Fairbanks
Participant List Reminder 2	07-22-2022	Fairbanks
Send Participant List Update to DHHS	07-29-2022	Fairbanks
Participant List Reminder 3	07-28-2022	Fairbanks
Participant List Communicated Due Date	07-29-2022	Fairbanks
Finalize Quality Checks & Follow Ups	08-12-2022	Fairbanks
Uncommunicated Participant List Due Date	08-12-2022	Fairbanks
Participant List Process Closes on Fairbanks System	08-15-2022	Fairbanks
Provide Final Participat List Update to DHHS	08-15-2022	Fairbanks
Random Moment Time Study		
RMTS Sample is Generated	08-18-2022	Fairbanks
RMTS Sample Available Notice to Program Contacts	08-18-2022	Fairbanks
RMTS Opens	09-01-2022	Fairbanks
RMTS Electronic Notifications Sent to Sampled Participants	Ongoing	Fairbanks
RMTS Reminder Notifications Sent to Sampled Participants	Ongoing	Fairbanks
Fairbanks Coders Send Follow Ups for Insufficient RMTS Responses	Ongoing	Fairbanks
Fairbanks Coders Complete Coding Throughout RMTS Period	Ongoing	Fairbanks
Monitor RMTS Compliance	Ongoing	Fairbanks
RMTS Sample Ends	11-30-2022	Fairbanks
RMTS Statistical Validity Check & Compliance Verification	12-06-2022	Fairbanks
RMTS Close on System	12-08-2022	Fairbanks
RMTS Internal Coding Review	1-3-2023 to 1-13-2023	Fairbanks
RMTS Internal Coding Review Complete	01-21-2023	Fairbanks
RMTS Coding Quality Assurance Review by DHHS	01-12-2023	Fairbanks
RMTS Coding Quality Assurance Review Complete by DHHS	01-26-2023	DHHS
RMTS Coding Review Meeting Between DHHS and Fairbanks (Placeholder if Needed)	01-27-2023	Fairbanks/DHHS
RMS Coding is Finalized	01-27-2023	Fairbanks



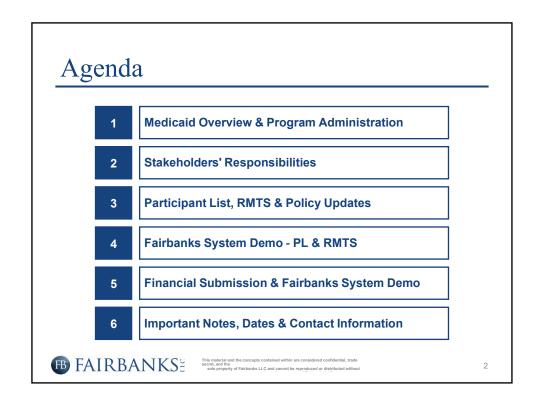
<u>Task/Milestone Name</u>	<u>Due Date</u>	Responsible Party
Financials		
Load IDCR & MER Values to System	01-16-2023	Fairbanks
Upload Financial Webinar Training Links to Fairbanks System	01-16-2023	Fairbanks
Financial Process Opens on Fairbanks System	01-30-2023	Fairbanks
Financial Open Notice Sent to Districts	01-30-2023	Fairbanks
Financial Quality Checks and Follow-Ups	Ongoing	Fairbanks
Financial Training 1	02-02-2023	Fairbanks
Financial Training 2	02-07-2023	Fairbanks
Financial Reminder 1	02-03-2023	Fairbanks
Financial Reminder 2	02-06-2023	Fairbanks
Financial Reminder 3	02-09-2023	Fairbanks
Financial Communicated Due Date	02-10-2023	Fairbanks
Financial Uncommunicate Due Date (Close on System)	03-10-2023	Fairbanks
Submit Medicaid Claims to DHHS Quarterly	03-10-2023	Fairbanks
Quality Assurance Reviews		
Fairbanks Identifies 5% of Participating Districts to be Reviewed Annually	TBD	Fairbanks
Fairbanks Performs Reviews of Medicaid Claims	TBD	Fairbanks
Fairbanks Completes Reviews of Medicaid Claims	TBD	Fairbanks
Fairbanks Provides DHHS with Review Summary Report	TBD	Fairbanks
Ongoing Support		
Operate a Help Desk to Resolve and Respond to Communications from the LEAs regarding the RMTS or Cost Reporting	Ongoing	Fairbanks
Report Data to DHHS on a Regular Basis	Ongoing	Fairbanks



Appendix B Sample Training Materials









Medicaid Overview & Program Administration

- **Medicaid Overview & Program Administration**
- Stakeholders' Responsibilities
- Participant List, RMTS & Policy Updates
- Fairbanks System Demo PL & RMTS
- Financial Submission & Fairbanks System Demo
- **Important Notes, Dates & Contact Information**



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What is Medicaid?

- Medicaid was created on July 30, 1965, through Title XIX of the Social Security Act.
- Medicaid provides health coverage or nursing home coverage to certain categories of income individuals, including:
 - children
 - pregnant women
 - parents of eligible children
 - people with disabilities
 - elderly
- Each state administers its own Medicaid program while the Federal Centers for Medicare and Medicaid Services (CMS) monitors the state-runprograms and establishes requirements for service delivery, quality, funding, and eligibility standards.
- Medicaid is jointly funded by the state and federal governments, but ismanaged by the states.

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Medicaid & Schools

- In the educational setting, school personnel may often become involved inidentifying, coordinating, delivering, and monitoring students' needs for health and related services.
- Although school staff typically associate these activities as supporting aneducational need, many of these functions are covered by Medicaid andare reimbursable through the school-based Medicaid programs.
- School districts are uniquely positioned to share information regarding Medicaid and covered medical services, assist in child enrollment, and assist with the provision and coordination of health and related services.
- The Early and Periodic Screening, Diagnostic, and Treatment (EPSDT) Program is Medicaid's provision for providing preventative child healthservices for individuals under the age of 21:
 - Periodic health screening Dental Services
 - Vision services
- Hearing Services



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5

Medicaid School Based Services

There are two distinct Medicaid reimbursement programs for school

Medicaid School Based Services

Medicaid Administrative Claiming (NEBMAC) Reporting

Federal Medicaid Reimbursement for administrative activities such as:

- Coordination of medical and mental health related services covered by Medicaid
- · Linking students to Medicaid services
- Monitoring the delivery of medical and mental health services performed in the school district

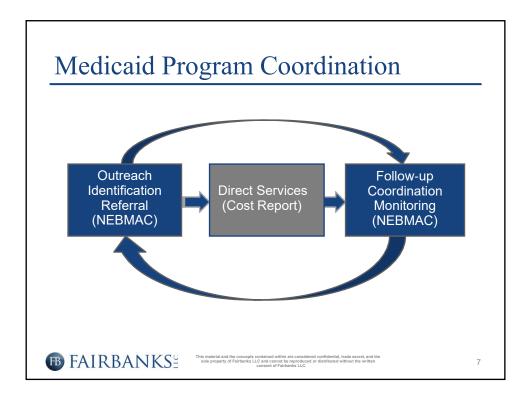
Direct Service Cost Reporting*

Federal Medicaid Reimbursement

direct medical services such as:

- Speech Therapy Services
- Physical Therapy Services Occupational Therapy Services
- Vision ServicesMental Health Services
- Nursing Services
- Personal Care Services





MAC Activities

MAC provides federal Medicaid reimbursement for administrative activities associated with linking, coordinating, and monitoring the health-related services provided in the school district, for example:

- Preparing and sharing information regarding medical and mental healthrelated services covered by Medicaid
- Assisting families in the Medicaid application process; answering questions such as "What is Medicaid?" or "How do I apply?" or "Where is the Medicaid office?", etc.
- Monitoring the delivery of medical and mental health services performed in the school district
- Participating in meetings/discussions to coordinate or review a student's needs forhealth and related services
- Attending or conducting training for the purpose of improving an individual's ability to identify, refer, or assess students "at risk" of poor health outcomes



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Cost Report - Approved Direct Services

The Cost Report provides federal Medicaid reimbursement fordelivering allowable health-related direct services in the school districts.

- Occupational Therapy Services
- Physical Therapy Services
- Services for Individuals with Speech, Hearing, and Language Disorders
- Mental Health and Substance Use Disorder Services
- Nursing Services
- Personal Assistance Services
- Visual Care Services
- Medical Transportation Services



Stakeholders' Responsibilities

- **Medicaid Overview & Program Administration**
- Stakeholders' Responsibilities
- Participant List, RMTS & Policy Updates
- Fairbanks System Demo PL & RMTS
- Financial Submission & Fairbanks System Demo
- **Important Notes, Dates & Contact Information**





DHHS Responsibilities

- · Working collaboratively with Fairbanks on instructing and training all districts on updates and changes to statewideprograms
- Providing program oversight and guidance
- Providing Fairbanks with MER, IDCR, and IEP data foreach district
- Approving and submitting claims to CMS
- Conducting ongoing program review
- Working with the Centers for Medicare & Medicaid Services (CMS) on program modifications and approval



District Responsibilities

- Serve as liaison to DHHS and Fairbanks
 - It is critical that each district assign at least two different individuals as contacts in our system - (During COVID -19, Fairbanks has had trouble reaching our contacts while some individuals work remotely).
 - Designate a "RMTS Program Contact" who is responsible for:
 - · Submitting quarterly Participant Lists
 - · Ensuring district reaches Time Study compliance
 - · Ensuring all direct service providers are enrolled in Nebraska Medicaid
 - Designate a "Financial Contact" who is responsible for:
 - · Submitting quarterly financial reports
 - · Reviewing and certifying claim calculations
 - Designate your "Superintendent" who:
 - · Serves as an additional contact
 - · Has access to the district's data (in View-Only mode)
 - If you would like your Superintendent to have editing privileges to either process, you will also need to designate them as an RMTS and/or Financial Contact





District Responsibilities

- Serve as liaison to school district participants
 - Communicate with staff regarding Medicaid program changes
 - Stress importance of participation and impact to school district revenue and services provided to children
- Maintain proper audit documentation:
 - Job descriptions
 - Proper licensure or certification (if applicable)
 - Employment Contract for any contracted personnel (if applicable)
 - Source data for any submitted financial expenditures
- Timely responses to Fairbanks inquiries:
 - Replies are expected within 72 hours (3 business days) for quality assurance and otherprogram communications
 - Participant List
 - Financial Submission (Medicaid Provider Match, Outliers, Detailed Explanations, etc.)
 - · Adjustments

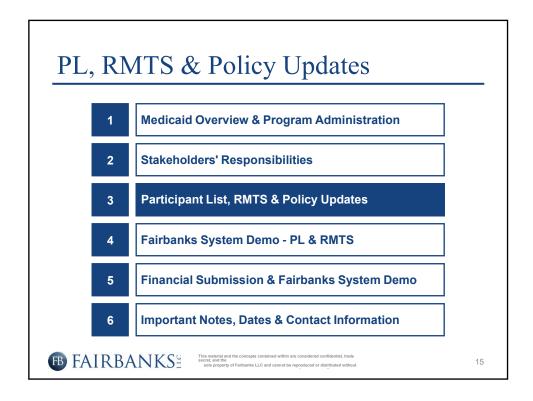
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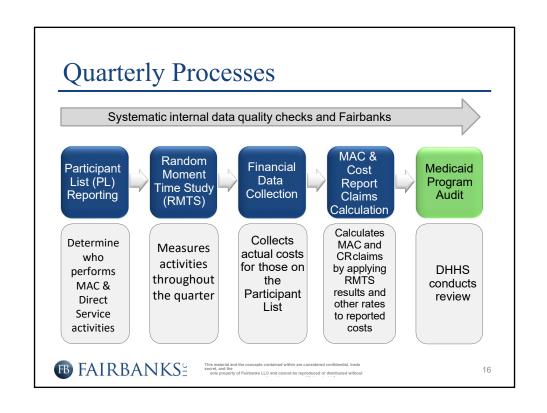


Fairbanks Responsibilities

- Contracted by DHHS to support the implementation and operation of statewide MAC claiming and Cost Reportingincluding:
 - Participant List Collection
 - Web-based RMTS
 - Financial Reporting
 - Medicaid Claim Calculations
- Provide program knowledge and assistance in policy changes
- Provide ongoing annual and quarterly training
- Operation of web-based Medicaid claiming system
- Provide ongoing program and system support
 - Call Center
 - Dedicated staff









Participant List (PL) Process

- Districts submit a list of eligible staff to participate in RMTS eachquarter, based on provided guidelines
- Determines the number of eligible participants for financial reporting and is critical to ensure your school district receives the appropriate level of both MAC and Cost Report reimbursement
- All eligible participants should be included, even if they are on leave (medical, maternity, family, short-term, or long-term disability)
 - Do not include staff who are 100% federally funded
 - Do not include staff whose salaries are part of the school district's Indirect CostRate (IDCR)



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Identifying Personnel to Include

- Categories are provided to define the types of staff that typicallyparticipate in MAC and/or direct service related activities
- Report staff in each allowable category that are involved in MACand/or Cost Report related activities, i.e. activities that would include participation in some of the following:
 - Medicaid application
 - Identification of children in need of services
 - Referral of these children to the proper services
 - Coordination of services
 - Therapy services such as speech, occupational, or nursing
 - Monitoring activities of health and related services





Staff Categories - Cost Pool 1

Direct Service Providers				
Alcohol and Drug Counselor, Licensed (LADC) Occupational Therapy Paraprofessional (Supervised				
Alcohol and Drug Counselor, Provisionally Licensed	Optometrist, Licensed			
Audiologist, Licensed	Personal Care Service Provider			
Behavioral Analyst Assistant, Board Certified	Physical Therapist, Licensed			
Behavioral Analyst, Board Certified	Physical Therapy Assistant, Licensed			
Behavioral Technician, Registered	Physical Therapy Paraprofessional (Supervised)			
Health Paraprofessional (Supervised)	Physician			
Health Technician (Supervised)	Practical Nurse (LPN), Licensed			
Independent Mental Health Practitioner, Licensed (LIMHP)	Psychologist, Licensed			
Mental Health Practitioner, Licensed (LMHP)	Psychologist, Provisionally Licensed			
Mental Health Practitioner, Provisionally Licensed (PLMHP)	Registered Nurse (RN), Licensed			
Occupational Therapist, Licensed	Speech Pathologist, Licensed			
Occupational Therapy Asst, Licensed				



19

Cost Pool 1 - Medicaid Enrollment Requirement

Medicaid Provider enrollment is **MANDATORY** for any Direct Service Provider:

- Process managed by Maximus
- Schools should be categorized as Professional Clinics
- In turn, each individual provider needs to be enrolled in their ownspecialty:
 - Occupational Therapists
 - Registered Physical Therapists
 - Speech Pathologists
 - Vision Providers
 - Mental Health Providers
 - Nursing Providers
 - Personal Care Service Providers





Staff Categories - Cost Pool 2

Administrative Service Providers				
Aides	Social Worker, Bachelors Level (BSW)			
Bilingual Specialist	Social Worker, Masters Level (MSW)			
Counselor	Special Education Administrators & Assistants			
Diagnostician	Special Education Teacher			
Interpreter	Speech Paraprofessional (Supervised)			
Orientation & Mobility Specialist	Student Services Personnel			
Principals / Assistant Principals	Teacher endorsed with Speech and Language			
Program Specialist				

DHHS has indicated that General Education Teachers should be excluded from



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21

Random Moment Time Study (RMTS)

- The Random Moment Time Study measures the amount of timespent by eligible staff on MAC & Direct Service activities
- Random time study "moments" are sampled throughout thequarter:
 - A moment represents one minute at a particular time, and the results are used to determine the reimbursable activities that occur
 - If a participant is sampled, they document what they were doing for a precisemoment by answering three questions online
 - Participants may be sampled more than once in a quarter
 - Fairbanks' web-based system assists in managing these time studies
- Time Studies MUST be completed within 3 weekdays for the district to receive credit towards the 85% compliance requirement



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RMTS Participation Requirements

- Districts are required to meet an 85% minimum participation compliance rate for the RMTS
 - Districts that do not meet the 85% compliance rate will be issued a written warning and be required to complete a corrective action planto be submitted to the state within thirty (30) days
 - If the district does not meet compliance for two successive timestudyperiods, it will not be able to participate for the entire fiscal year (Sept-Aug) and must return any payment made for the defaulted fiscal year



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Managing RMTS Notifications

- There is a robust combination of Fairbanks communications and system functionality available to assist in ensuring all districts reach compliance
- Fairbanks will manage the entire RMTS participant notification and follow-up process for your district using email addresses provided on the Participant List
- As an RMTS Contact, you will be able to report, review, and manage the RMTS process online
- From the "Time Study Sample" tab:
 - Overall district compliance and individual district compliance can be monitored in real-time
 - RMTS Contacts have the option of sending emails to sampled participants in addition to the automatic Fairbanks notification and reminder emails





Fairbanks RMTS Notification Process

- Sampled RMTS Participant Notification
 - Initial notification email sent 1 weekday in advance
- Sampled RMTS Participant Reminder Notifications
 - 1st Weekday Reminder email is sent
 - 2nd Weekday Reminder email is sent
 - 3rd Weekday Reminder email is sent
- RMTS Program Contact Notifications
 - RMTS Contacts will receive a daily email listing all staff with past due
 - This provides the district an opportunity to also follow-up with the participant
 - Time study compliance and status can also be monitored in real-time on the Fairbanks website



25

RMTS Results Allocation (Example)

Medicaid Funding in Schools

RMTS provides quarterly results of the time spent on Medicaid eligible activities, by sampling participants throughout the quarter to report what they were doing at a particular moment in time.

These time study results are broken into the following Categories:

- 1. Administrative grey
- 2. Direct Services red 3. Other (not Medicaid related) - blue

The Direct Service (MIPS) time study percentages are then used with the Direct Service reported expenditures to calculate the MIPS Cost Settlement.

The Administrative time study percentages are then used with the MAC reported expenditures to calculate the quarterly MAC claim.



MAC • Cost Report • Other



Policy Reminder

- DHHS issued a directive that began with the DF20 quarter thatESU contractors should be listed on only one Participant List
 - Removes all potential duplicates statewide
 - District or ESU only
- Financial reporting for the contracted staff would be completed by the same entity that includes them on the Participant List
- Expenditures reported include only those the entity incurred
- The ESU will determine how to pass along reimbursement tied to contracted providers servicing member districts
- There is currently NO change to the reporting of independent providers being included on more than one Participant List



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27

System Demo – PL & RMTS

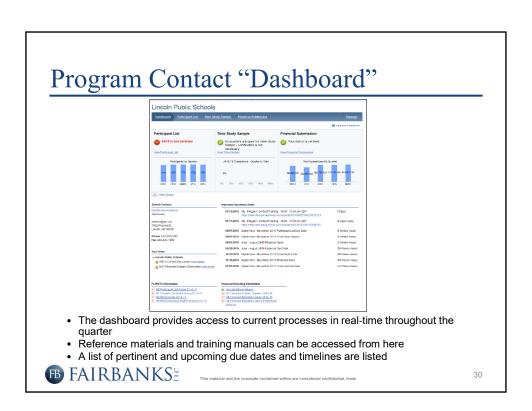
- 1 Medicaid Overview & Program Administration
- 2 Stakeholders' Responsibilities
- 3 Participant List, RMTS & Policy Updates
- 4 Fairbanks System Demo PL & RMTS
- 5 Financial Submission & Fairbanks System Demo
- 6 Important Notes, Dates & Contact Information



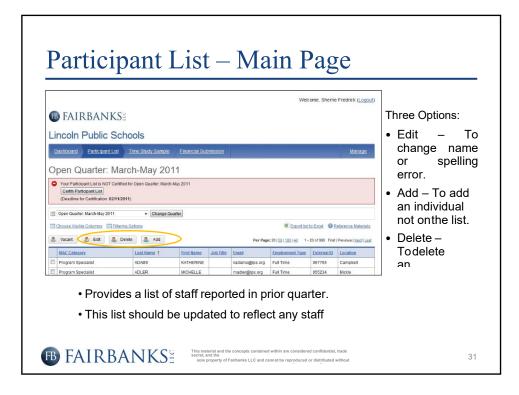
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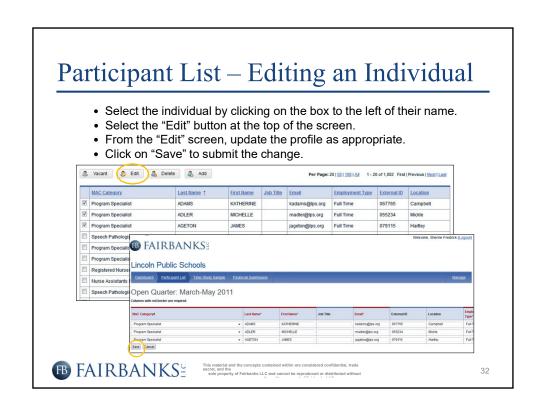




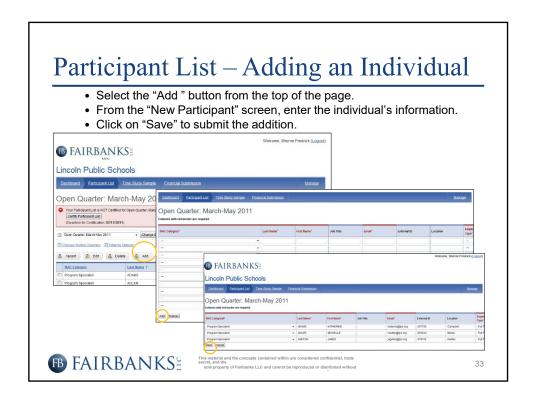






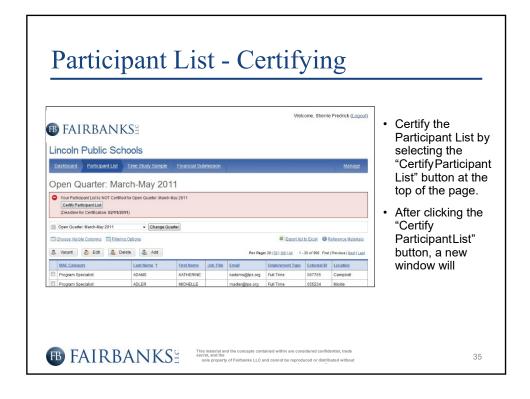


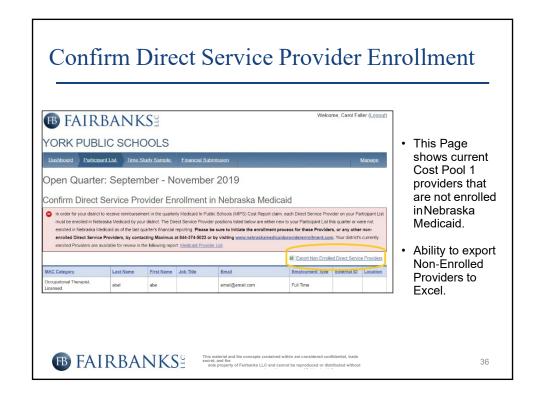




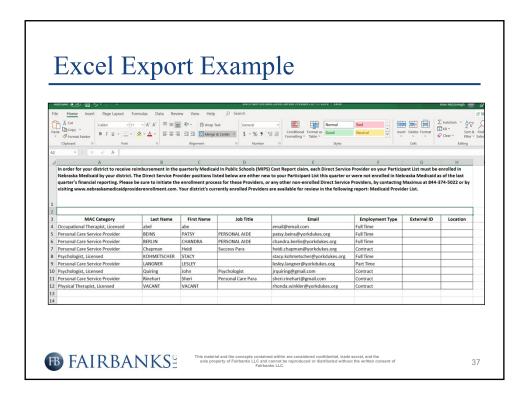




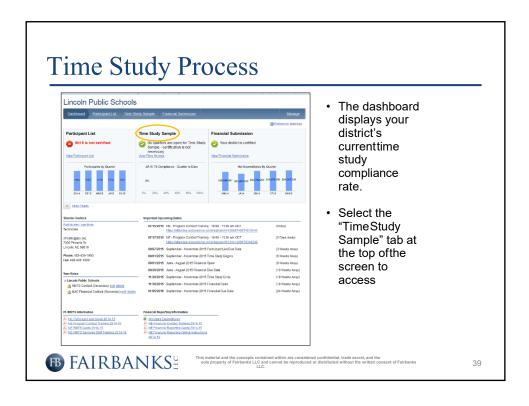


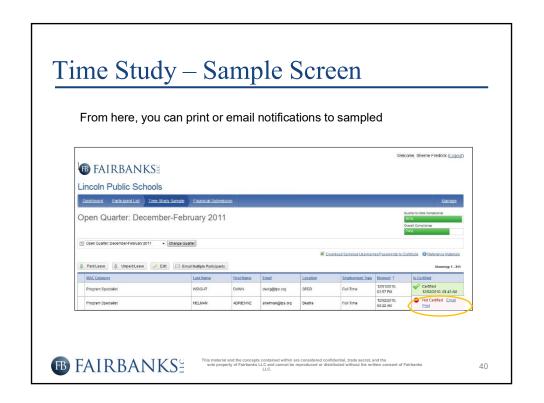




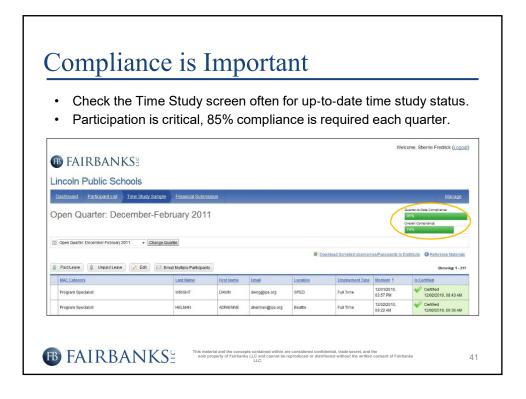


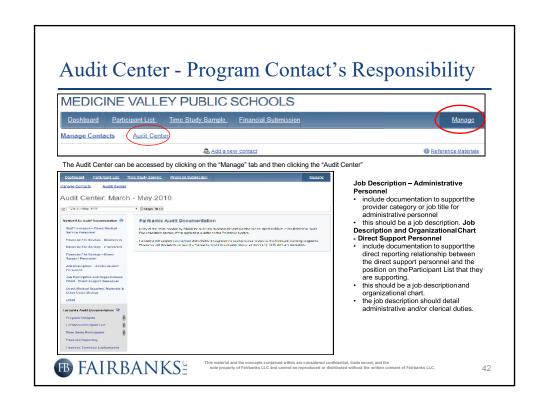














FIN Submission & System Demo

- **Medicaid Overview & Program Administration**
- Stakeholders' Responsibilities
- Participant List, RMTS & Policy Updates
- Fairbanks System Demo PL & RMTS
- Financial Submission & Fairbanks System Demo
- **Important Notes, Dates & Contact Information**



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Financial Collection Process

- · Financial information must be submitted and certified on the Fairbanks system to generate the quarterly MAC and Cost Reportclaims
 - Report 100% of actual direct quarterly expenditures, i.e. cash-basis
 - Do not include expenses included in the Indirect Cost Rate
 - If federal funds are included in a staff member's compensation, ensure that the federal portion is backed out appropriately
- Upon completion of financial reporting, the Fairbanks system will calculate the quarterly claim amounts using the RMTS results, reported costs, and district-specific reimbursement rates





Staff Eligibility for Reporting Financials

- The Fairbanks website's financial reporting provides a list of names that werereported on Participant List for the same quarter
- Report costs for only those names/positions on the Participant List for the same quarter
- ONLY verified Medicaid-Enrolled Providers in Cost Pool 1 are
- eligible forinclusion in the Cost Report claim calculation If your school district's RMTS Contact erroneously omitted individuals onthat quarter's Participant List:
 - You cannot report their costs for the guarter
 - Include them on the next quarter 's Participant List so that their costs will be eligible on the following quarter 's financial reporting
 Coordinate with your RMTS Contact to ensure Participant Lists are
 - updated appropriately each quarter
- Costs are "position-specific," not "person-specific"
 - Substitutes: Individual replacing staff on leave
 - Direct replacements: Individual hired to fill a vacated position

45



Medicaid Allowable Costs

The following are allowable costs, as defined by DHHS. For accurate claiming, school districts should consider capturing costs in all allowable cost categories:

- Salaries, Benefits, & Contracted Costs
- Dues & Fees
- Travel & Training
- Direct Support Personnel MAC only
- Direct Medical Supplies, Materials, & Other Costs Cost Reporting only





Salaries, Benefits & Contracted Staff Costs (Step 1a)

- Salaries:
 - Report 100% of the quarterly salaries for the identified Participants
 - · Report the actual amount paid out during the quarter
- Employer Paid Benefits include, but are not limited to:
 - Health Insurance (medical, dental, vision)
 - · Life Insurance
 - Medicare
 - Social Security
 - Employer Retirement Plan Contribution
 - · Liability Insurance
 - Worker's Compensation
 - · Unemployment Compensation
- · Contracted Staff Costs:
 - · Used to report costs for contracted staff included on the Participant List
 - · Report all costs paid as part of the contract when the quarter occurred



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Travel & Training/Dues & Fees (Step 1a)

- Travel & Training:
 - Seminars or training
 - Expenses associated with traveling on official business:
 - · Transportation/Mileage
 - Lodging
 - · Meals
 - This does not have to be for travel and training related to Medicaid
 - As a reminder, since reported costs are reduced by time study results, please report 100% of all allowable costs
- Dues & Fees
 - Memberships or dues may include but are not limited to:
 - · Professional Magazine Subscriptions
 - · Professional Licensing Fees



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Federal Funds Columns (Step 1a)

- These columns are used to back out the federal portion of costs that were included in their respective columns:
 - Federal Funds for Salaries
 - Federal Funds for Benefits
 - Federal Funds for Contracted Costs
 - Federal Funds for All Other Costs: Include Federal Funds for Dues & Fees and Travel & Training
- Nebraska Medicaid recommends reporting 100% of total expenditures in each cost category and backing-out the federal portion in each Federal Funds' column for a clear audit trail
- When entering this data in the Fairbanks system, all Federal Fundsshould be reported as positive numbers
 - The system calculates these federal amounts as reductions
 - The net expenditures calculation will confirm the reduction



49

Direct Support Personnel (Step 1b)

- **Direct Support Personnel are:**
 - Primarily clerical or administrative in nature
 - Not listed on the Participant List since they are not involved in MAC or Direct Service activities, but related expenditures can still be reported
 - Staff that have a direct reporting and supporting relationship to theindividuals identified on the Participant List
 - · A direct reporting relationship exists if the people in the supported category determine the schedule and work activities of the person in the support role
 - · An organizational chart, job description, evaluation form, or expenditure/payroll report should be used to verify the reporting relationship
 - The same eligible expenditures explained in Step 1a. apply to Step 1b. as well: Salaries, Benefits, Contracted Costs, Travel & Training, and Dues &





Direct Medical Supplies, Materials & Other Costs (Step 3)

- Report the gross amount of eligible Direct Medical Supplies on this step
- · Districts should attempt to report these costs to ensure all allowable expenditures are included on the cost report
- Examples include:
 - · Medical supplies
 - Mobility equipment (wheelchairs, walkers, etc.)
 - · Testing materials for therapists
 - · Assistive devices, etc.
 - · Evaluation tools (e.g., goniometers, dynamometers, cameras)
 - · Sound-treated test booth
- For a more complete list of CMS-approved medical supplies, please reference "Cost Reporting - Materials & Supplies", on the Reference Materials section of the Fairbanks website



Federal Funds Reduction (Step 3a)

- This step is used to back out any federal funds that were included in the gross amount of Direct Medical Supplies reported in Step 3
- If any items included in Step 3 were partially or fully federally funded, the reduction will need to be made at the individual cost item level
- · Report the gross item amount and then report theamount paid from federal funds





District Data & Allocation Stats (Step 4)

- The data on this step has been pre-populated with district specific ratios, the district Medicaid ProviderNumber, and contact information provided to Fairbanks by DHHS or NDE
- The contact information is defaulted to your district's Primary Financial Contact
 - Review and edit if necessary







Enter Secure Login



- Features include resetting password from this page and sending a newly-generated password directly to Financial Contact email.
- Fairbanks Client Information Center phone number is included for any questions/concerns.
- Fairbanks support mailbox (<u>info@fairbanksllc.com</u>) is included for any questions via email



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5

Financial Contact "Dashboard"



- The dashboard provides access to current processes in real-time throughout the quarter.
- Reference materials and training manuals can be accessed from here.
- A list of pertinent and upcoming due dates and timelines are listed.

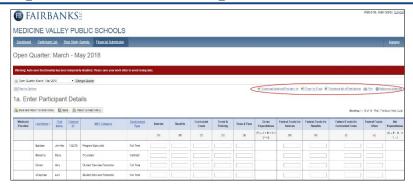


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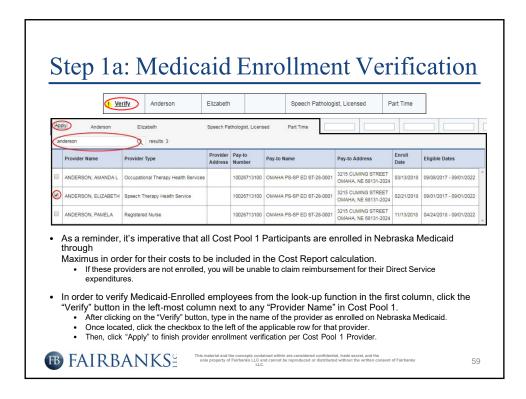


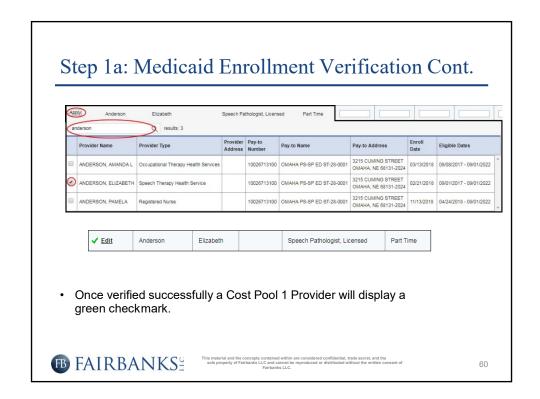


- Features include ability to Export to Excel, Filtering and Sorting data, and Save and Return to Main Menu
- This step requires entering participant salary/benefits/contracted costs as well as Travel & Training and Dues & Fees.
- Verify Medicaid-Enrolled employees from the look-up function in the first column.
- If federal funds are part of an employee's compensation, they should be backed out in the "Federal Funds" columns of this step.



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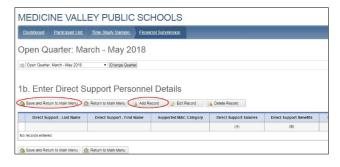


Step 1a.i: Detailed Explanations **®** FAIRBANKS≅ MEDICINE VALLEY PUBLIC SCHOOLS Open Quarter: March - May 2018 ∰ Open Quarter March - May 2018 ▼ || Change Quarter 1a. Enter Participant Details -- Detailed Explanations · The system conducts data quality checks and requires that the district either provide an explanation in the "Explanation" text field OR edit the data by clicking

on the "Edit" hyperlink which will return the user to the data in question.



Step 1b: Enter Direct Support Personnel Details

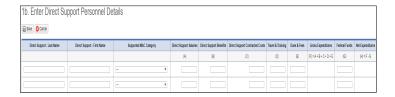


- · Features include ability to Export to Excel, Filtering and Sorting data, and Save and Main Menu.
- · Ability to Add a Record, Edit a Record, Delete a Record eligible for Direct Support costinclusion.





Step 1b: Enter Direct Support Personnel Details, Continued

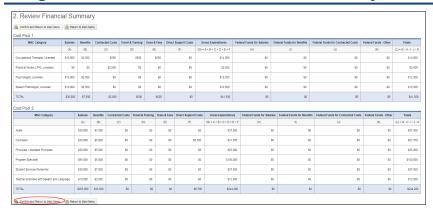


• This step requires entering the Direct Support Name, choosing the Supporting MAC Category via the drop down, and entering the corresponding costs.



63

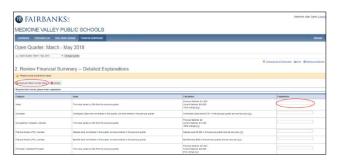
Step 2: Review Financial Summary



- This step displays Summary Data for both Cost Pool 1 and 2.
- · The user is required to confirm the values are correct.



Step 2i: Review Financial Summary – Detailed Explanations



The system conducts data quality checks and requires that the district either
provide an explanation in the "Explanation" text field OR edit the data by clicking
on the "Edit" hyperlink which will return the user to the data in question.



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Step 3: Direct Medical Supplies, Materials & Other Costs

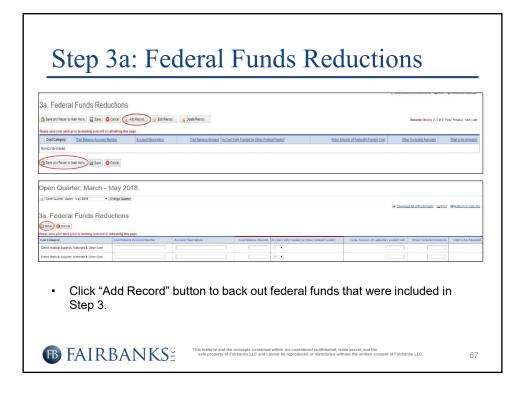


 Report the gross dollars spent on eligible Direct Medical Supplies for the quarter.



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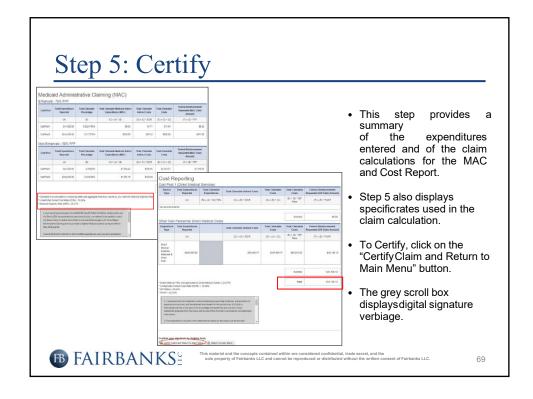
Step 4: District Data & Allocation Stats

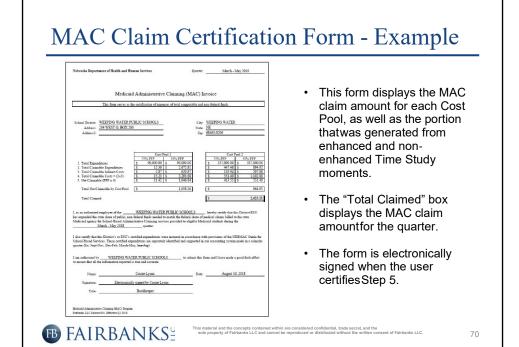


 Cost Reporting district-specific data has been pre-populated by Fairbanks.

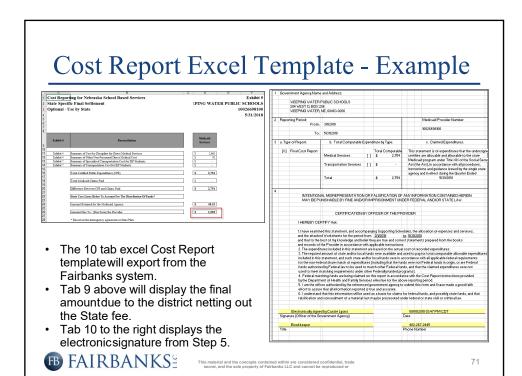


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Step 7: Upload Supporting Documentation in Audit Center Step 7 will redirect Audit Center: March - May 2018 the user to the Audit Centerfor the District/ESU Audit Documentation District/ESU Audit Documentation corresponding quarter. Districts can upload documents by clicking on the appropriate folder in the District/ESU Audit Documentation section. Fairbanks will load and store files on the district's behalf in the Fairbanks Audit Documentation section. ■ FAIRBANKS This material and the concepts contained within are considered confidential, trade secret, and the sole property of Fairbanks LLC and cannot be reproduced or distributed without the written consent of Fairbanks LLC.



Audit Center - Financial Contact's Responsibility

Districts/ESUs are responsible for providing documentation to support all reported expenditures. The Financial Contact at each district should be responsible for uploading documentation in the following categories:

Financial File Backup - Employees

- include salaries, benefits, travel & training, dues & fees, and federal fund back-out provide a system financial ledger detail from your payroll system to support the quarterly MAC & MIPS Cost Reportfinancial submission
- include documentation of formulas & percentages used to compute benefits
- financial documentation should contain line-item detail including fund, function, and object code

Financial File Backup - Contracted

- include contracted costs, travel & training, dues & fees, and federal fund back-out
- include copies of invoices from the contractor so that invoices can be matched with the payments listed on the ledger report

Financial File Backup - Direct Support Personnel

- include salaries, benefits, travel & training, dues & fees, and federal fund back-out
- include documentation of formulas & percentages used to compute benefits
- financial documentation should contain line-item detail including fund, function, and object code

Direct Medical Supplies, Materials & Other Costs Backup

provide a payroll system financial ledger detail, invoices or receipts to support and direct medical supplies, materials and other costs

- provide any additional documentation that the school district/ESU would like to store

Best practices suggest this be completed at the time the Financial Submission is certified



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73

Notes, Dates & Contact Info

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Allowing Fairbanks Email

- Medicaid & RMTS communication is managed predominantly via email; it is critical that your district authorize your email system to allow Fairbanks emails
- Emails from Fairbanks will come from fairbanksllc.com and the entire domain should be whitelisted as well as the following possible originating IP addresses and subnets:

 208.117.57.18
 66.150.196.0/24

 69.25.74.32/27
 74.201.97.0/24

 64.95.72.224/27
 64.18.0.0/20

 64.95.72.192/26
 208.65.144.0/21

 69.25.75.192/26
 208.81.64.0/21

 Also, your users will need access to the following URL's for web access: https://mac.fairbanksllc.com/ https://www.fairbanksllc.com/



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Medicaid Planning – Annual Calendar

Quarter	Participant ListDue	Time Study Open and Close Dates	Financial Open Date	Financial Due Date
Jun-Aug 2020 (JA20)	N/A	N/A	10/05/2020	10/23/2020
Sep-Nov 2020 (SN20)	7/31/2020	9/1/2020 – 11/30/2020	2/1/2021	2/12/2021
Dec-Feb 2021 (DF21)	10/23/2020	12/1/2020 – 2/26/2021	5/3/2021	5/14/2021
Mar-May 2021 (MM21)	1/29/2021	3/1/2021 – 5/28/2021	7/19/2021	7/30/2021

Dates may be subject to change



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Contact Information

For any questions or concerns regarding the Nebraska Medicaid School-Based Claiming Program, please reach out to the Fairbanks Client Information Center:

- Phone: 877-219-1316 - Email: info@fairbanksllc.com

- Fax: 312-264-5590

Fairbanks Website

- www.fairbanksllc.com

· Amanda Percival - DHHS Program Coordinator

- Phone: 402-471-5234

- Email: Amanda.Percival@nebraska.gov

- Fax: 402-471-9092





Appendix C Financial Statements



As indicated on page one of the RFP, please accept this attachment as written documentation showing that the release of the following proprietary information would give a business advantage to our competitor(s). We believe our competitors will gain an advantage by obtaining our financial records and as a privately held LLC, we retain the right to keep our financial statements private. As a firm that is singularly focused on Medicaid school-based claiming, our finances and budgets are solely tied to this business. Many of our competitors are larger public companies whose budgets are spread among several different practices. With knowledge of our financial information, we believe these companies could leverage this information in future RFP responses to gain a competitive advantage by attempting to create unsustainable profit margins over a period of time.

As a privately held LLC, Fairbanks has no requirement to prepare audited financial statements for external release on an annual basis. Nonetheless, in the normal course of business, annual financial statements for management are compiled by an independent Certified Public Accounting firm engaged by Fairbanks LLC and we are pleased to provide copies of the end-of-year financial statements as part of this response to the RFP to show financial stability. Copies of the Fairbanks LLC year end 2019 and 2020 financial statement are included in a separate file named RFP 110 145 O3 Fairbanks LLC File 3 of 3 (Proprietary Information).pdf as requested on page one of the RFP. The financial statements for 2021 are still in process and can be provided upon their completion as further demonstration of our financial health, if requested.

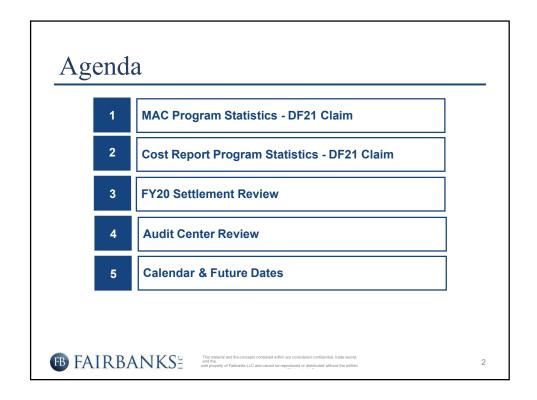


Appendix D Sample Reports

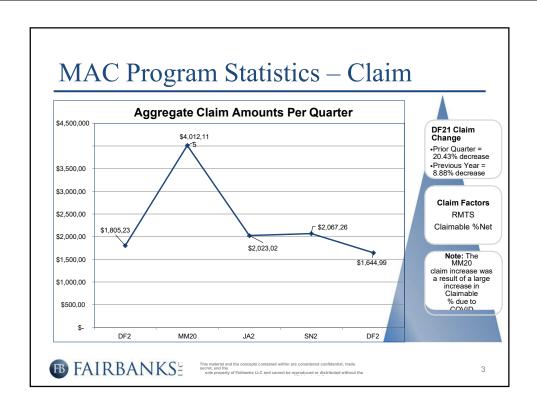


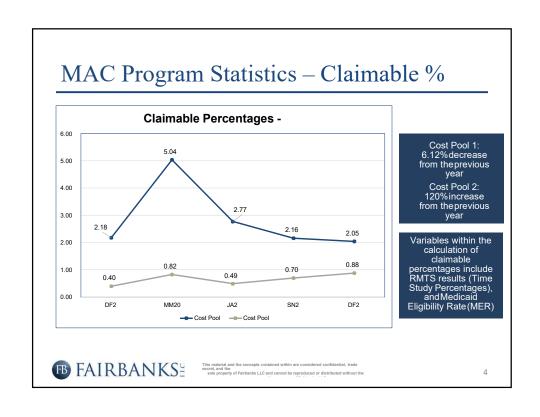
Quarterly Status Update Meeting













RMTS Statistics

RMTS Hits

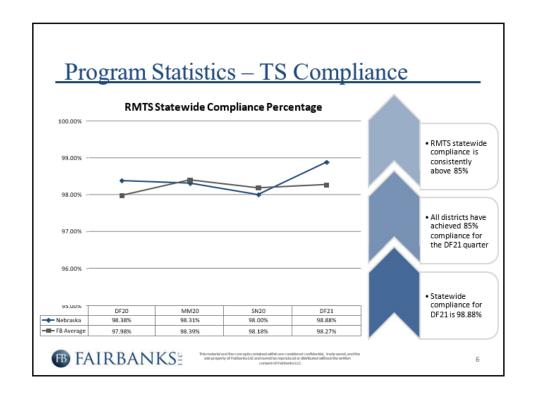
Cost Pool 1	DF20	MM20	JA20	SN20	DF21	PY ∆ %
1B+2B	8	6	6.3333333	3.00	3	-62.50%
5B+6B+7B+8B+9B	241	350	271	253.00	214	-11.20%
Total	249	356	277.33333	256.00	217	-12.85%

Cost Pool 2	DF20	MM20	JA20	SN20	DF21	PY Δ %
1B+2B	0	1	0.3333333	1.00	0	N/A
5B+6B+7B+8B+9B	9	7	8.3333333	10.00	10	11.1196
Total	9	8	8.6666667	11.00	10	11.11%

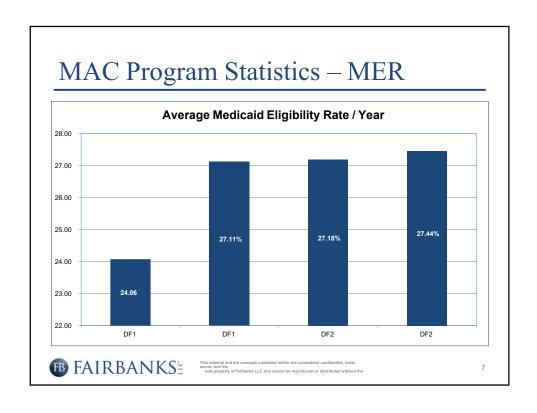
- Medicaid Eligibility Rate (MER) is applied to codes 5B, 6B, 7B, 8B & 9B
- When comparing the December February 2021 Time Study results to the previous year (2020):
 - o Cost Pool 1 shows a 12.85% decrease in reimbursable hits overall.
 - o Cost Pool 2 shows an 11.11% increase in reimbursable hits overall.

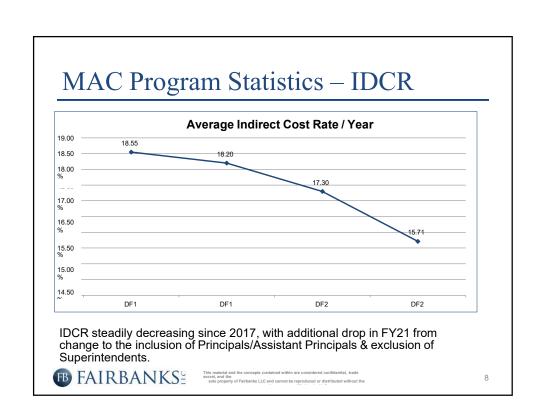


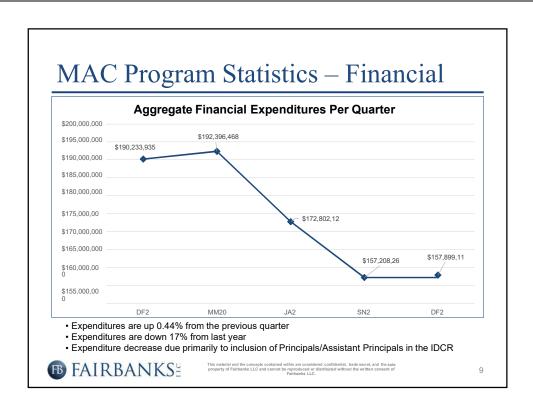
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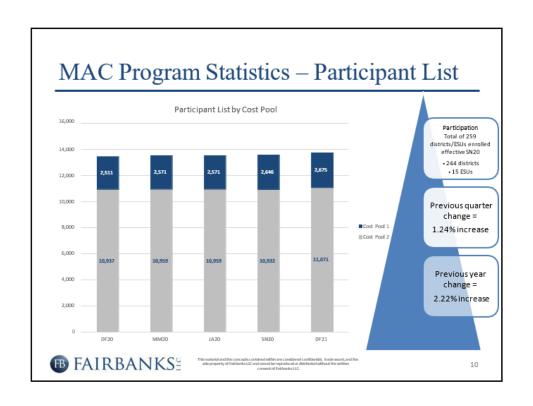




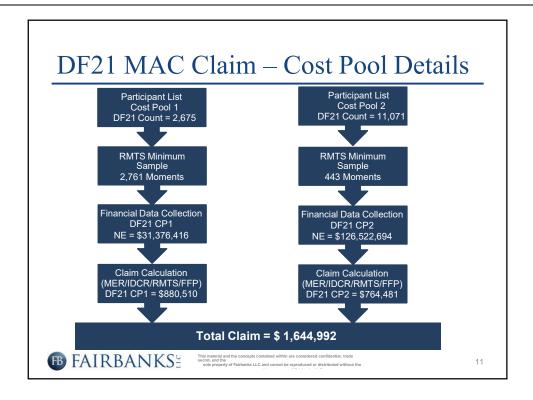










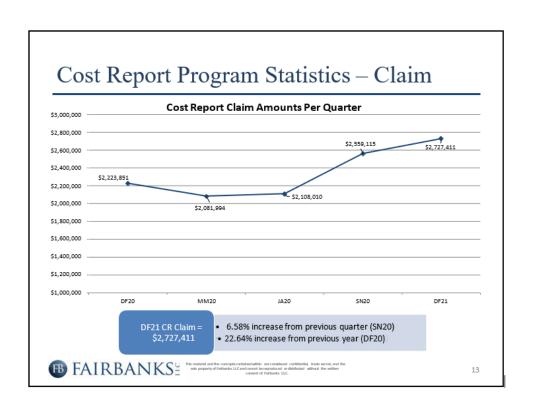


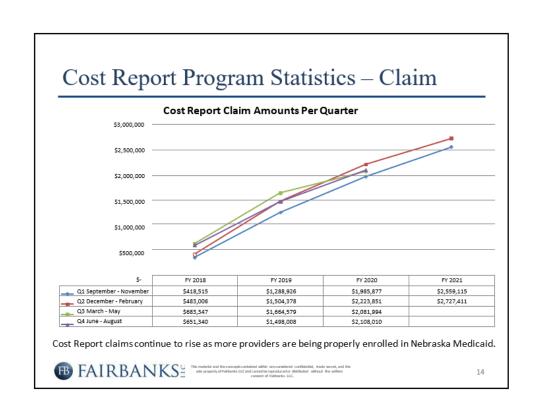
DF21 MAC Claim Summary

- The DF21 claim is down 8.88% at \$1,644,992 from the prior year's \$1,805,235 claim
- · The following factors contributed to the decrease inthis claim:
 - Significant decrease of 17% in the net expenditures compared to the previous year
 - Decrease of 9.19% in the IDCR compared to the previous year



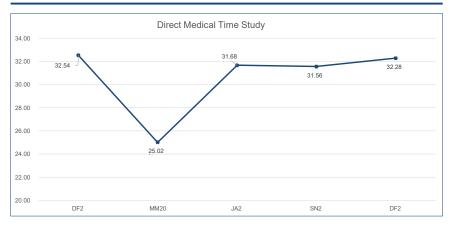








Cost Report Statistics – Time Study



- In DF21, there was a 0.80% decrease in the Direct Medical Time Study percentage from the previous year (DF20) and a 2.28% increase from the previous quarter (SN20).
- Codes included: 4B & 10 Allocation.



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Cost Report Program Statistics – Financials

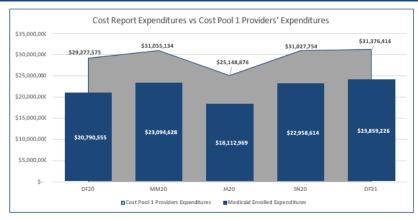


- Cost Pool 1 expenditures have increased by 3.30% from the previous quarter and increased by 14.44% from the previous year
- Districts can only report Direct Medical Supplies, Materials & Other Costs if they have a CP 1 participant enrolled in Nebraska Medicaid and properly matched on the Financial Submission
- Direct Medical Supplies, Materials & Other Costs do not have the TS% reduction, therefore, are reimbursed at a higher rate than direct service expenditures



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Medicaid Enrolled vs. CP1 Providers



- We are continuing to close the gap in relation to provider enrollment
- 76.04% of expenditures reported in DF21 for MAC were allowable for Cost Report
- This is 7.08% increase in percentage from DF20



DF21 Cost Report Claim Recap

- The December February 2021 Claim is up 22.64% at \$2,727,411 from the prior year's \$2,223,851 claim
- Despite the slight 0.80% decrease in the Direct Medical Time Study percentage from the previous year (DF20) the following factors contributed to the increase in this claim:
 - Expenditures (CP1 only) increased 14.44% due to higherMedicaid enrollment
 - Includes the 6.2% FMAP increase due to the Public HealthEmergency





Annual Cost Report Settlement Process

Cost Settlement Process as defined by the SPA

"If a provider's interim payments exceed the actual, certified costs of the provider for school health services to Medicaid clients, the provider returns an amount equal to the overpayment If the actual, certified costs of a provider for school health services exceed the interim Medicaid payments, DHHS will pay the federal share of the difference to the provider in accordance with the final actual certification agreement and submit claims to CMS for reimbursement of that payment in the federal fiscal quarter following payment to the provider. DHHS shall issue a notice of settlement that denotes the amount due to or from the provider."



FY20 Cost Report Settlement

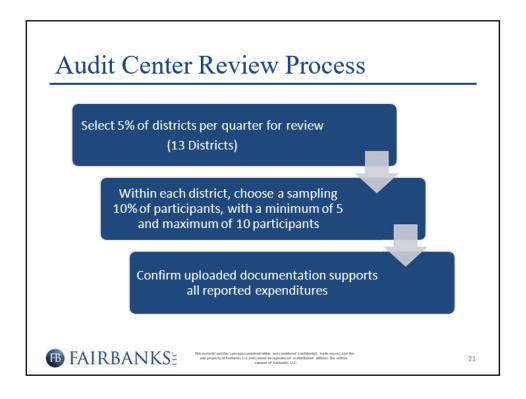
- Out of 259, districts 7 districts needed a total of 13 adjustments (multiple quarters)
- · Primary reason for adjustments was the failure to remove Federal funds

District	A	Total Idjustment
ARLINGTON PUBLIC SCHOOLS		(4.514.35)
ARLINGTON FOBLIC SCHOOLS	\$	(4,314.33)
BOONE CENTRAL PUBLIC SCHOOLS	\$	(579.18)
DESHLER PUBLIC SCHOOLS	\$	344.94
ESU 09	\$	(689.69)
LOGAN VIEW PUBLIC SCHOOLS	Ş	(2,927.89)
PAXTON CONSOLIDATED SCHOOLS	\$	(372.85)
SYRACUSE-DUNBAR-AVOCA SCHOOLS	\$	(4,850.26)

The chart above illustrates the total claim adjustments by district.







Audit Center Review Results

- March May 2020 (MM20) Findings
 - 10/13 districts had findings
 - 3 districts had no findings
 - · 6 districts under reported expenditures
 - · 4 districts needed adjustments
 - Job descriptions are the most frequently missing item from the Audit Center
 - Districts were very responsive & helpful during their audits





Program Planning – Annual Calendar

Quarter	Participant List Open	Participant List Deadline	Participant List Close	Time Study Open and Close Dates	Financial Open Date	Financial District Deadline
Jun - Aug 2021	N/A	N/A	N/A	N/A	10/4/2021	10/15/2021
Sep - Nov 2021	7/12/2021	7/30/2021	8/13/2021	9/1/2021 – 11/30/2021	1/31/2022	2/11/2022
Dec - Feb 2022	10/4/2021	10/22/2021	11/5/2021	12/1/2021 – 2/28/2022	5/2/2022	5/13/2022
Mar - May 2022	1/4/2022	1/28/2022	2/11/2022	3/1/2022 - 5/31/2022	8/1/2022	8/12/2022



Fairbanks Contact Information

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- - (312) 450 6376
 - bsmitley@fairbanksllc.com
- Judi Wallace Consultant
 - jwallace@fairbanksllc.com





MAC Claim Summary Report



Fairbanks LLC Nebraska Medicaid Administrative Claim Program March - May 2021 Claim Overview - Total

All Districts

				('	1) x (2)		(3) x IDCR**		(3) + (4)	(5) x FFP***
						- II	ndirect Costs			
Enhanced (75% FFP)	То	tal Expenditures	Claimable %	Total Ex	p Claimable \$		Claimable	То	tal Claimable \$ - Pre FFP	Total Claim
Costpool 1	\$	31,194,528.00	*	\$	6,772.90	\$	1,014.67	\$	7,787.57	\$ 5,840.58
Costpool 2	\$	131,580,591.00	*	\$	160,294.37	\$	24,610.17	\$	184,904.54	\$ 138,678.41
Enhanced Total	\$	162,775,119.00		\$	167,067.27	\$	25,624.84	\$	192,692.11	\$ 144,518.99

NonEnhanced (50% FFP)						
Costpool 1	\$ 31,194,528.00	*	\$ 1,727,506.33	\$ 258,809.58	\$ 1,986,315.91	\$ 993,157.96
Costpool 2	\$ 131,580,591.00	*	\$ 1,763,238.84	\$ 270,710.71	\$ 2,033,949.55	\$ 1,016,974.78
NonEnhanced Total	\$ 162,775,119.00		\$ 3,490,745.17	\$ 529,520.29	\$ 4,020,265.46	\$ 2,010,132.74

162,775,119.00 3,657,812.44 \$ 555,145.13 \$ 4,212,957.57 \$ 2,154,651.73

Cost Report Claim Summary Report



Nebraska Cost Report Claim March - May 2021 Claim Overview - Total

All Districts

Direct Medical Services

DS - Total Claimable Expenditures	DS - Total Claimable Indirect Costs	DS - Total	DS - Total Claimable Costs	DS - Federal Reimbursement Requested (CR Claim Amount)
(B)	(C)	(D)	(E)	(F)
(B)=(A) * DM TS%	(C) = (B) * IDCR	(D) = (B) + (C)	(E) = (D) * IEP Ratio	(F) = (E) * FMAP
\$7,491,537.95	\$1,130,739.34	\$8,622,277.29	\$4,110,779.46	\$2,576,225.49
	Expenditures (B) (B)=(A) * DM TS%	(B) (C) (B)=(A) * DM TS% (C) = (B) * IDCR	Expenditures Indirect Costs DS - Total (B) (C) (D) (B)=(A) * DM TS% (C) = (B) * IDCR (D) = (B) + (C)	Expenditures Indirect Costs DS - Total Costs (B) (C) (D) (E) (B)=(A) * DM TS% (C) = (B) * IDCR (D) = (B) + (C) (E) = (D) * IEP Ratio

Non-Personnel Direct Medical Costs

	NP - Total Claimable		NP - Total Claimable	Reimbursement Requested (CR Claim
NP - Total Expenditures Reported	Indirect Costs	NP - Total	Costs	Amount)
(A)	(C)	(D)	(E)	(F)
(A)	(C) = (A) * IDCR	(D) = (A) + (C)	(E) = (D) * IEP Ratio	(F) = (E) * FMAP
\$316,297.00	\$49,682.23	\$365,979.23	\$206,521.97	\$129,427.32

IDCR & IEP are unique to each district FMAP is 62.67%*

Total Cost Report Claim: \$2,705,652.81

^{*} Claimable percentages vary by district
** IDCR is unique to each district
*** FFP is 75% for Enhanced (Code 6b) and 50% for NonEnhanced



Annual Cost Report Settlement

Status	Quarter	District	To	otal CR Claim Amount	Federal Reimbursement Due Back to Medicaid	Reason for Adjustment	Does change
Original	September - November 2019	LOGAN VIEW PUBLIC SCHOOLS	\$	8,287.35		Correction needed to Federal Funds for 3 participants	Y
Revised	September - November 2019	LOGAN VIEW PUBLIC SCHOOLS	\$	5,017.14	\$ (3,270.2	1)	
Original	September - November 2019	PAXTON CONSOLIDATED SCHOOLS	\$	3,197.70		Reported annual instead of quarterly for Psychologist	Υ
Revised	September - November 2019	PAXTON CONSOLIDATED SCHOOLS	\$	2,042.62	\$ (1,155.0	B)	
Original	September - November 2019	SYRACUSE-DUNBAR-AVOCA SCHOOLS	\$	3,261.12		Correction needed to Federal Funds for 2 participants	Υ
Revised	September - November 2019	SYRACUSE-DUNBAR-AVOCA SCHOOLS	\$	2,836.15	\$ (424.9	7)	
Original	December - February 2020	ARLINGTON PUBLIC SCHOOLS	\$	5,716.41		Removed costs claimed by ESU/Ft Calhoun	Υ
Revised	December - February 2020	ARLINGTON PUBLIC SCHOOLS	\$	4,796.52	\$ (919.8	9)	
Original	December - February 2020	BOONE CENTRAL PUBLIC SCHOOLS	\$	2,273.74		Incorrectly reported Federal Funds for 2 ppts	Υ
Revised	December - February 2020	BOONE CENTRAL PUBLIC SCHOOLS	\$	1,812.25	\$ (461.4	9)	
Original	December - February 2020	LOGAN VIEW PUBLIC SCHOOLS	\$	8,002.89		Correction needed to Federal Funds for 3 participants	Y
Revised	December - February 2020	LOGAN VIEW PUBLIC SCHOOLS	\$	4,869.92	\$ (3,132.9	7)	
Original	December - February 2020	SYRACUSE-DUNBAR-AVOCA SCHOOLS	\$	2,600.05		Correction needed to Federal Funds for 2 participants	Y
Revised	December - February 2020	SYRACUSE-DUNBAR-AVOCA SCHOOLS	\$	2,020.87	\$ (579.1	B)	
Original	March - May 2020	ARLINGTON PUBLIC SCHOOLS	\$	4,350.69		Removed costs claimed by ESU/Ft Calhoun	Υ
Revised	March - May 2020	ARLINGTON PUBLIC SCHOOLS	\$	3,945.13	\$ (405.5	6)	
Original	March - May 2020	ESU 09	\$	13,757.59		Correction needed to Travel & Training for Cancelled Conferen	Y
Revised	March - May 2020	ESU 09	\$	13,719.71	\$ (37.8	B)	
Original	March - May 2020	HERSHEY PUBLIC SCHOOLS	\$	1,927.02		Audit Finding: Direct Medical Supplies correction	N
Revised	March - May 2020	HERSHEY PUBLIC SCHOOLS	\$	1,901.87	\$ (25.1	5)	
Original	March - May 2020	LOGAN VIEW PUBLIC SCHOOLS	\$	6,454.65		Correction needed to Federal Funds for 3 participants	Y
Revised	March - May 2020	LOGAN VIEW PUBLIC SCHOOLS	\$	3,970.20	\$ (2,484.4	5)	
Original	March - May 2020	SYRACUSE-DUNBAR-AVOCA SCHOOLS	\$	2,240.00		Correction needed to Federal Funds for 2 participants	Υ
Revised	March - May 2020	SYRACUSE-DUNBAR-AVOCA SCHOOLS	\$	1,867.15	\$ (372.8	5)	
Original	June - August 2020	ARLINGTON PUBLIC SCHOOLS	\$	7,441.82		Removed costs claimed by ESU/Ft Calhoun	Y
Revised	June - August 2020	ARLINGTON PUBLIC SCHOOLS	\$	6,752.13	\$ (689.6	9)	

Help Desk Report

