



Request for Proposal for Contractual Services

RFP # 110145 O3

Technical Proposal

Proposal Opening: December 15, 2021

Prepared for:

State of Nebraska
Department of Health and Human Services
301 Centennial Mall South, 5th Floor
Lincoln, NE 68509
Holly Glasgow
Jennifer Crouse

Prepared by:

Eric D. Seguin
Senior Vice President, Solix, Inc.
Sivic Solutions Group, LLC
973-581-7676
Eric.Seguin@solixinc.com



Eric D. Seguin
Senior Vice President
973-581-7676
Eric.Seguin@solixinc.com



10 Lanidex Plaza West
Suite 300
Parsippany, NJ 07054
www.sivicsolutionsgroup.com

December 15, 2021

Ms. Holly Glasgow
Ms. Jennifer Crouse
State of Nebraska
Department of Health and Human Services
301 Centennial Mall South, 5th Floor
Lincoln, NE 68509

Re: RFP No. 110145 O3, Request for Proposal for Contractual Services

Dear Ms. Glasgow and Ms. Crouse,

Sivic Solutions Group, LLC (“SSG”) is pleased to provide the State of Nebraska, Department of Health and Human Services (“DHHS”) with our solution for the Medicaid School Based Claiming Program (“Program”). We have a full and complete understanding of all requirements in RFP 110145 O3 and Addendum One, and we feel that our expertise, capabilities, and technical competence will provide the DHHS the highest quality solution at a competitive price. SSG is committed to delivering tremendous value to the DHHS while maintaining high-quality customer service.

With a 23-year proven track record of success in school-based Medicaid claiming, SSG offers the DHHS an experienced alternative for your current Program vendor. Our proposal provides an in-depth narrative demonstrating our successful track record of delivering on similar scopes of work and how we achieved that success.

SSG’s goals in providing Medicaid services to Nebraska school districts are simple and are summarized as follows:

- Maximize revenue to the school districts;
- Provide services in an ethical and compliant manner; and
- Minimize the DHHS’s and School District staff’s efforts required to operate and participate in the Program.

Our proposal highlights several reasons why SSG is the best vendor for the Program moving forward.

- **SSG has achieved 27% growth in MAC revenue across client projects.** Our-easy-to-navigate and user-friendly system, e-SivicMACS, provides the necessary reporting and business logic to easily manage the Program for peak performance, and is combined with a

Eric D. Seguin
Senior Vice President
973-581-7676
Eric.Seguina@solixinc.com



10 Lanidex Plaza West
Suite 300
Parsippany, NJ 07054
www.sivicsolutionsgroup.com

best-in-class service staff and training program. These are just some of the factors that help our clients realize great results.

- **SSG is proud of the fact that we have not had any disallowances by federal or state partners in our Company's history.** There has been a lot of scrutiny on Random Moment Time Study (RMTS) services in the school-based claiming space over the past few years. SSG is proud that our clients have not been required to pay back any funds as a result of these audits.
- **SSG offers a record of success performing claiming services for schools and health departments like cost settlement, RMTS, and administrative claiming across the country.** SSG works with public entities in Nevada, New Mexico, Illinois, Florida, Kentucky, Pennsylvania, Washington DC, New York, New Jersey, Maryland, South Carolina, and others. We are proposing a staff with a combined century of experience working on Medicaid claiming.
- **SSG presents a track record of success and prodigious value.** SSG will work with you to increase your Medicaid revenue while upholding the highest standards of compliance to ensure you retain those funds to support the critical school-based services provided. We will do this at a competitive price.
- **SSG only staffs our projects with experienced personnel.** Some companies champion the experience of their staff, but the client finds far less experienced personnel perform the day-to-day work. That is not the case with SSG. SSG is proud that the entire team assigned to the DHHS's Program is comprised of staff with many years of knowledge about and deep expertise in the school-based Medicaid program.

Thank you for your consideration of our proposal. Please do not hesitate to contact me if you have any questions regarding our offer.

Sincerely,

A handwritten signature in blue ink that reads 'Eric D. Seguin'.

Eric D. Seguin
Senior Vice President, Solix, Inc.

TABLE OF CONTENTS

| | |
|---|-----------|
| Form A: Contractor Proposal Point of Contact | 2 |
| Form B: Original Request for Proposal for Contractual Services | 4 |
| Section II | 6 |
| Section III | 16 |
| Section IV | 25 |
| Section V | 28 |
| Section VI: Corporate Overview | 90 |
| A. Contractor Identification and Information..... | 96 |
| B. Financial Statements | 96 |
| C. Change of Ownership | 97 |
| D. Office Location..... | 97 |
| E. Relationship with the State..... | 98 |
| F. Contractor’s Employee Relations to State | 98 |
| G. Contract Performance | 99 |
| H. Summary of Contractor’s Corporate Experience | 99 |
| I. Summary of Contractor’s Proposed Personnel/Management Approach | 100 |
| J. Subcontractors | 103 |

FORM A: CONTRACTOR PROPOSAL POINT OF CONTACT

Please see below for a completed Form A.

Form A
Contractor Proposal Point of Contact
Request for Proposal Number (####)Z1

Form A should be completed and submitted with each response to this solicitation. This is intended to provide the State with information on the 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: | Sivic Solutions Group, LLC |
| Contractor Address: | 10 Lanidex Plaza West, Suite 300 Parsippany, NJ 07054 |
| Contact Person & Title: | Eric D. Seguin, Senior Vice President, Solix, Inc. |
| E-mail Address: | Eric.Seguin@solixinc.com |
| Telephone Number (Office): | 973-581-7676 |
| Telephone Number (Cellular): | 973-885-7803 |
| Fax Number: | 973-599-6540 |

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: | Sivic Solutions Group, LLC |
| Contractor Address: | 10 Lanidex Plaza West, Suite 300 Parsippany, NJ 07054 |
| Contact Person & Title: | Eric D. Seguin, Senior Vice President, Solix, Inc. |
| E-mail Address: | Eric.Seguin@solixinc.com |
| Telephone Number (Office): | 973-581-7676 |
| Telephone Number (Cellular): | 973-885-7803 |
| Fax Number: | 973-599-6540 |

FORM B: ORIGINAL REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES

Please see below for a completed Form B.

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 Solicitation.

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

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

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

| | |
|-------------------------------|---|
| FIRM: | Sivic Solutions Group, LLC |
| COMPLETE ADDRESS: | 10 Lanidex Plaza West, Suite 300 Parsippany, NJ 07054 |
| TELEPHONE NUMBER: | 973-581-7676 |
| FAX NUMBER: | 973-599-6540 |
| DATE: | December 15, 2021 |
| SIGNATURE: |  |
| TYPED NAME & TITLE OF SIGNER: | Eric D. Seguin, Senior Vice President, Solix, Inc. |

SECTION II

Please see below for a completed Section II.

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:

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

A. GENERAL

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

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

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

These documents constitute the entirety of the contract.

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

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

B. NOTIFICATION

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

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)

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)

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

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


E. BEGINNING OF WORK

The 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

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

G. CHANGE ORDERS OR SUBSTITUTIONS

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

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

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

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

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

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

H. VENDOR PERFORMANCE REPORT(S)

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

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


I. NOTICE OF POTENTIAL CONTRACTOR BREACH

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

If Contractor breaches the contract or anticipates breaching the contract, the Contractor shall immediately give written notice to the State. The notice shall explain the breach or potential breach, a proposed cure, and may include a request for a waiver of the breach if so desired. The State may, in its discretion, temporarily or permanently waive the breach. By granting a waiver, the State does not forfeit any rights or remedies to which the

State is entitled by law or equity, or pursuant to the provisions of the contract. Failure to give immediate notice, however, may be grounds for denial of any request for a waiver of a breach.

J. BREACH

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

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


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

K. NON-WAIVER OF BREACH

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

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


L. SEVERABILITY

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

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

M. INDEMNIFICATION

| Accept | Reject | Reject & Provide | NOTES/COMMENTS: |
|--------|--------|------------------|-----------------|
|--------|--------|------------------|-----------------|

| (Initial) | (Initial) | Alternative within Solicitation Response (Initial) | |
|---|-----------|--|--|
|  | | | |

1. GENERAL

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

2. INTELLECTUAL PROPERTY (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 Miscellaneous (Section 81-8,294), Tort (Section 81-8,209), and Contract Claim Acts (Section 81-8,302), as outlined in Neb. Rev. Stat. § 81-8,209 et seq. and under any other provisions of law and accepts liability under this agreement to the extent provided by law.

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

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

In the event of any litigation, appeal, or other legal action to enforce any provision of the contract, the Parties agree to pay all 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

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

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

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

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

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


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

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

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

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

R. FORCE MAJEURE

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

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

S. CONFIDENTIALITY

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

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

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


T. OFFICE OF PUBLIC COUNSEL (Statutory)

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

U. LONG-TERM CARE OMBUDSMAN (Statutory)

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

V. EARLY TERMINATION

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

The contract may be terminated as follows:

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

W. CONTRACT CLOSEOUT

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

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

1. 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;
4. Cooperate with any successor Contractor, person or entity in the assumption of any or all of the obligations of this contract;

5. 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,
7. 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

Please see below for a completed Section III.

III. CONTRACTOR DUTIES

A. INDEPENDENT CONTRACTOR / OBLIGATIONS

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

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

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

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

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

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

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

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

If the Contractor intends to utilize any subcontractor, the subcontractor's level of effort, tasks, and time allocation should be clearly defined in the 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

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

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of an employee.

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

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at https://das.nebraska.gov/materiel/purchase_bureau/vendor-info.html
2. The completed United States Attestation Form should be submitted with the solicitation response.
3. 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)

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

D. COOPERATION WITH OTHER CONTRACTORS

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

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

E. PERMITS, REGULATIONS, LAWS

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within Solicitation Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|---|-----------------|
| ELL | | | |

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

F. OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within Solicitation Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|---|-----------------|
| ELL | | | |

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

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

G. INSURANCE REQUIREMENTS

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within Solicitation Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|---|-----------------|
| ELL | | | |

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

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

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

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

2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

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

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

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

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

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

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: |
|---|------------------|---|-----------------|
|  | | | |

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

J. CONFLICT OF INTEREST

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

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

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

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

K. STATE PROPERTY

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

| | | | |
|---|--|--|--|
|  | | | |
|---|--|--|--|


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

L. SITE RULES AND REGULATIONS

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

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

M. ADVERTISING

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

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

N. NEBRASKA TECHNOLOGY ACCESS STANDARDS (Statutory)

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

O. DISASTER RECOVERY/BACK UP PLAN

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

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

P. DRUG POLICY

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

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

Q. WARRANTY

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

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

Please see below for a completed Section IV.

IV. PAYMENT

A. PROHIBITION AGAINST ADVANCE PAYMENT (Statutory)

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

B. TAXES (Statutory)

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

C. INVOICES

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

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

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

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

E. PAYMENT (Statutory)

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

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

F. LATE PAYMENT (Statutory)

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

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

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

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: |
|---|------------------|---|-----------------|
|  | | | |

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

Please see below for a completed Section V.

Attachment 3 Requirements Matrix Request for Proposal Number 110145 O3

| | |
|--------------------|---|
| Column Description | Bidder Responsibility |
| Req # | The unique identifier for the requirement as assigned by DHHS, followed by the specific requirement number. This column is dictated by this RFP and must not be modified by the bidder. |
| Requirement | The statement of the requirement to which the bidder must respond. This column is dictated by the RFP and must not be modified by the bidder. |

Project Requirements

| Business Requirements | | |
|-----------------------|---|---|
| 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: SSG is highly capable and fully complies with all scope of work requirements below. | |
| | Vendor's Responsibility | Task Description |
| | | SSG is Capable and Complies |
| | Section V.C.1. – Develop and Maintain Random Moment Online System | |
| | a. | 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: <ul style="list-style-type: none"> • i. 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. | ✓ |

SSG e-SivicMACS System for Random Moment Time Study (SOW V.C.1.a., V.C.1.b.i., V.C.1.b.ii., and V.C.1.b.iv.)

SSG has a proven system, utilized in states across the country, which meets all stated RMTS requirements and can be easily modified for the DHHS's specific needs.

Sivic Solutions Group, LLC (“SSG”) has the experience, expertise, and resources to successfully develop and maintain a Random Moment Online System in accordance with the Nebraska Department of Health and Human Services (“DHHS”) CPE’s payment methodology. SSG’s system, e-SivicMACS, provides full functionality for conducting an online RMTS and cost reporting, and delivers the flexibility the DHHS requires to manage your project. Our design for web-based time reporting provides an e-mail notification to each randomly selected participant in the sample that includes a link to a website where the observation form is completed. e-SivicMACS has been used by over one thousand school districts and state agencies across the country. DHHS will benefit from a proven system that can be quickly configured to meet the specific needs of Nebraska schools and the NEBMAC program. Our system also allows school providers to certify financial data and upload rosters over the Internet.

**Why Select SSG: The Most User-Friendly RMS System
“e-SivicMACS” RMS**

| | | |
|---|--|---|
| <p>A true web-based product developed using premier Microsoft technologies</p> | <p>The system allows for easy configuration to address changes in the types of data collected. This is a unique feature of e-SivicMACS versus our competitors’ systems.</p> | <p>The system generates samples for any specified period, utilizing the work schedule for each individual RMTS participant in the roster.</p> |
| <p>Sends an email to the sampled person at their designated moment, with a link to the Web Form to provide the time study response.</p> | <p>RMTS participant saves time because our system does not require them to sign on to a separate RMTS website or remember their user ID and password.</p> | <p>Generates real-time reports online, along with generating ad hoc reports through the use of report parameters and wizards.</p> |

Ease of Use

Our system is designed to be easy to use, with consistent user interfaces in style and presentation, with the use of standardized graphical user interface, including style sheets and a consistent look and feel.

Highly Flexible and Configurable to Meet Policy Changes

e-SivicMACS offers tremendous flexibility and configurability to accommodate differences between state policies and client installations without programming and code changes. All client-specific product configurations are stored in database tables and maintain the integrity of the product for future product enhancements. Our e-SivicMACS system also allows for addition of new data fields for changes in the types of data collected, using the configuration and configurable questions functionality.

Managing Site Content (SOW V.C.1.b.iii. and V.C.1.c. thru V.C.1.g.)

As part our comprehensive program support, SSG will modify site content as the DHHS directs, and we will provide the DHHS with an opportunity to approve all site contents before posting publicly. We also will provide the DHHS with test and production access to all site contents.

Each system administration will have their own unique username and password to ensure the utmost security. RMTS participants will receive unique moment links and log-in credentials. If a participant is selected to complete a moment, they will receive an e-mail with the following information:

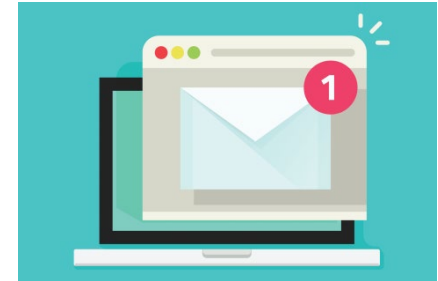
- Employee Name;
- Sample Time and Date;
- Employee (Participant) ID;
- Instructions on completing the observation form;
- Hyperlink to the e-SivicMACS observation form; and
- Contact information for any questions.

Please see *Proprietary Screenshot 1* in *RFP 110145 O3 SSG File 2 of 3* for an illustration.

Each school districts administrator is able to load their rosters and work schedules directly into the system via two easy-to-use methods:

- Direct Data Entry into e-SivicMACS
- Via a file upload

Please see *Proprietary Screenshot 2* in *RFP 110145 O3 SSG File 2 of 3* for an illustration.



PR-2

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.

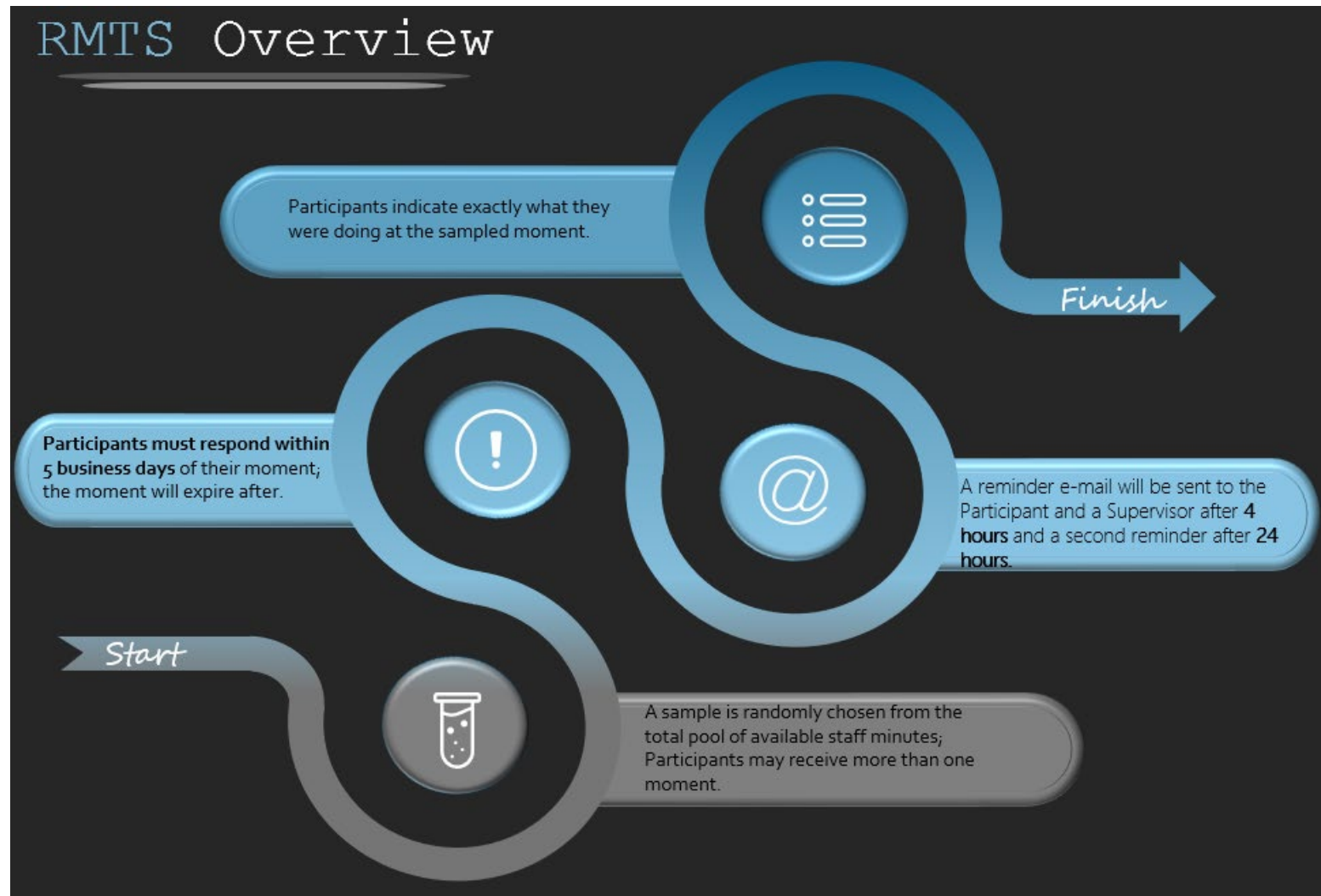
Response:

SSG is highly capable and fully complies with all scope of work requirements below.

| Vendor's Responsibility | Task Description | SSG is Capable and Complies |
|--|---|-----------------------------|
| Section V.C.2. – Develop and Conduct a Statewide RMTS | | |
| a. | 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: <ul style="list-style-type: none">• i. 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.• ii. Collect RMTS rosters for all participating school providers and distribute RMTS moments.• iii. 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.• v. 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. | ✓ |
| c. | The Contractor shall ensure the ability to duplicate each random sampling that is conducted | ✓ |

Claiming Methodology (SOW V.C.2.a., V.C.2.b.i, and V.C.2.c.)

SSG has a proven track of successfully conducting RMTS for clients. We will successfully plan, develop, and conduct a statewide RMTS using our e-SivicMACS system, updating the DHHS's current RMTS methodology, materials, etc. as required by the DHHS. e-SivicMACS provides a web-based random moment time study (RMTS) system to manage samples, generate moments, email surveys, document LEA time spent conducting Medicaid direct medical and administrative services, and determine if the services are eligible for reimbursement.



SSG will conduct quarterly Random Moment Sampling (RMTS) of the LEAs participating in the Medicaid School-Based Skills Development Program. The quantified results from the RMTS will be used to allocate the amount of time staff spent on Medicaid and non-Medicaid reimbursable activities.

In general, SSG will:

- Implement and maintain e-SivicMACS, a statewide RMTS online service;
- Operate two time studies for direct service providers and administrative staff pools;
- Conduct face-to-face and/or web-based trainings statewide of the SBAC participants in the RMTS process, and be available to conduct additional web-based training sessions as needed;
- Conduct RMTS activities every quarter within the deadlines set by the Agency;
- Randomly select a sample of staff and moments, using a statistically valid methodology necessary to attain a precision level of +/- 2% with a 95% confidence;
- Generate 3,200 moments per staff pool (exact number may vary once we meet with DHHS staff);
- Conduct centralized coding of RMTS responses received from LEAs in accordance with CMS regulations and the DHHS's handbook;
- Promote consistency and accuracy of the RMTS coding requirements with no variations; and
- Communicate with the LEAs and the DHHS, within one business day, regarding any delays or problems related to the RMTS process.

Combining our staff expertise and the functionality of e-SivicMACS, SSG will continue support all of the DHHS's random moment sampling requirements, including duplicating each random sampling that is conducted, as necessary.

Each quarter, SSG reviews the completed time study to ensure the minimum number of responses received meets the required statistical validity. We also review the responses from the summary results of time study responses and compare them with the minimum number of responses required to assure the statistical confidence level is met, with results reported quarterly to the DHHS.



SSG's e-SivicMACS generates the random samples based on federal guidelines, while ensuring a 95% sample confidence level and a +/- 2% precision level (or as specified in State Plan Amendment).

Identify LEA Time Study Participants

SSG will provide the DHHS added value through our training, support, and review of provider lists. We ensure that districts are including all eligible staff on their rosters to maximize revenue, while also ensuring that only appropriate staff members are added to the pool to maximize compliance.

Before the beginning of each quarter, the rosters of employees who will participate in the RMTS are collected and updated in e-SivicMACS. With system controls in place, the LEA Medicaid Coordinators have access to manage the rosters only for their district, either manually using the system screen or automatically with the upload of an Excel file. This first substantive activity in the development of a MAC claim and cost settlement is imperative to the selection of appropriate employees and contractual staff (if allowed by the state) to participate in the time study.

Based on our extensive experience supporting administrative claiming programs, SSG understands that the processes used to identify staff pool lists vary substantially by LEA. It has also been our experience in working with hundreds of LEAs that the skill level of LEA staff responsible for this most important function widely varies. Therefore, it is critical that SSG's processes for creating the sample are sound and applied in a consistent manner.

For instance, it has been our experience that some LEAs identify and pull staff from a master LEA employee database by job code without a subsequent review to determine if the job duties performed by these staff include claimable activities, as defined in the DHHS's schools Medicaid policy. In these cases, all eligible staff may not be identified or the staff identified may be inappropriate for the staff pool.

LEAs must certify to the DHHS that the staff included in the sample pools provide eligible administrative services and meet certain educational, experiential, and regulatory requirements as stipulated by the DHHS. SSG will provide assistance to the DHHS and LEA staff to ensure compliance with the DHHS's MAC claiming guide and to maximize cost recovery for the districts.

Collect and Verify Personnel Roster Participants (SOW V.C.2.B.ii. and V.C.2.B.iii)

SSG staff will review personnel rosters with the DHHS and LEA staff to verify that the personnel currently in the rosters are valid. This review includes the personnel's unit, title, fund, and function codes. Staff funded solely by federal or other offset funds must be identified and excluded from the rosters. Once the staff rosters are completed, they become a part of the RMTS sample pool and LEAs are required to only report updates each quarter.

LEAs will maintain participant roster data using e-SivicMACS's online screen or by uploading data directly into the system from an external source based on Excel templates. Each quarter, SSG will notify each LEA of the due date for staff sample pool submissions and updates. We also will post the schedule on the e-SivicMACS home page, where the LEAs can access it at any time. The timing of this notification and subsequent due dates will be discussed and agreed upon prior to publication.

Please see *Proprietary Screenshot 3* in *RFP 110145 O3 SSG File 2 of 3* for an illustration.

In late 2018, OIG released a review of RMTS vulnerabilities for school-based claiming. Included in this report were findings that in some states, inappropriate staff had been included in cost pool, and the OIG recommended disallowances. SSG and its clients were NOT among the many vendors and states that the OIG found fault with in that 2018 report. SSG is proud of our record of not having a CMS disallowance for any of our clients.

A critical function that SSG will provide is a review of the personnel rosters in order to ensure the staff pools contain only appropriate staff. Federal and state guidelines are generally very clear regarding the eligibility requirements for inclusion of staff in the staff pool. We will use these guidelines to review the staff in the personnel rosters to verify their eligibility. Our system has the capability to verify the approved job codes and only allow the LEA coordinators to load to the appropriate cost pool. The SSG Team will also perform another level of quality assurance (QA) to ensure the consistency of cost pool data.

Indefinite Number of Calendars and Work Schedules (SOW V.C.2.b.v)

e-SivicMACS can accommodate an unlimited number of work schedules. e-SivicMACS can set a number of parameters for these work schedules including only allowing a moment to occur between 7 a.m. and 4 p.m.

SSG's e-SivicMACS system has no limitation on the number of calendars or work schedules that can be created. The calendars can be assigned at the DHHS or LEA levels, with lower-level calendars taking precedence over higher-level calendars. This means that each LEA can have its own calendar and holiday schedule, and each work schedule is unique to each staff member. The work schedules are flexible to accommodate multiple scheduled breaks in a given day. Moreover, this allows the e-SivicMACS application to be in line with the OIG Findings report.

Please see *Proprietary Screenshot 4* in *RFP 110145 O3 SSG File 2 of 3* for an illustration.

Distribute and Collect Time Study Participant Responses (SOW V.C.2.b.iv.)

e-SivicMACS sends an email to the selected person with a link to the WebForm, where the person will provide the time study response. The WebForm includes a series of questions about the person's activity at the time of the selected moment. SSG does not distribute any paper time study forms; all moments are sent and responded to electronically.

Coding (SOW V.C.2.b.vi.)

Our system will use central coding of responses by our expert QA Specialists, who are highly experienced and understand the DHHS and CMS program requirements. Based on the information received from the RMTS participant, our staff reviews the response and selects the activity code consistent with the guidelines provided by the DHHS.

SSG's coding and QA Specialists review these responses and if it is not clear, we will contact the Medicaid Coordinators at the LEA, who will request additional information from the participant.

Please see *Proprietary Screenshot 5* in *RFP 110145 O3 SSG File 2 of 3* for an illustration. This figure provides a sample of a completed moment that is reviewed by an SSG central coder to determine the appropriate code.

Analyze Time Study Trends and Report to the DHHS (SOW V.C.2.b.vii and V.C.2.b.viii)

Our system maintains all RMTS data for storing and analyzing all RMTS responses, data, and information. SSG understands the need to perform a complete, detailed analysis of the time study results on a quarterly basis. It is important to identify trends in time study results and categories of staff that may only rarely perform claimable activities. SSG will analyze the time study results by the following:

- Activity code;
- Provider category (speech therapist, occupational therapist, etc.); and
- LEA.

SSG will provide trend analysis reports on time study results to the DHHS. If we identify trends that negatively impact the program, we will make recommendations to you for where program changes and improvements can be made. We will analyze response rates by LEA and report any related issues. In accordance with our communication protocol, SSG's Project Manager provides continuous updates and feedback to the DHHS's

Project Manager on the status of the project. We follow the advice and decisions of the DHHS's Management Team for the success of the project. SSG also has reports that are utilized in our analysis such as comparing the counts of responses in each activity compared to prior quarters. Our staff can look at up to four different quarters to identify trends in coding and also easily view any outlier data sets to proactively identify potential data issues or program change impacts RMTS results.

Please see *Proprietary Screenshots 6 and 7* in *RFP 110145 O3 SSG File 2 of 3* for illustrations.

Tabulate Time Study Results and Communicate Results to the DHHS (SOW V.C.2.b.ix)

Based on the centralized coding process, SSG calculates the activity code percentages and applies them to the cost data submitted by the LEAs. In order to tabulate final results, the following normalization techniques are applied:

- Redistribution of observations representing general and administrative activities; and
- Elimination of activities that are deemed unallowable for federal claiming purposes.

The result is the calculation of the percentage of time that employees spent performing Medicaid-claimable activities.

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:

SSG is highly capable and fully complies with all scope of work requirements below.

| Vendor's Responsibility | Task Description | SSG is Capable and Complies |
|---|---|-----------------------------|
| Section V.C.3. – Develop and Maintain Cost Reporting Online System | | |
| a. | 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 methodology. | ✓ |
| c. | The Contractor shall develop an online system for completing required cost reporting that has, at a minimum, the following capabilities: <ul style="list-style-type: none"> • i. Allows school providers to report salaries, benefits and other relevant financial information in accordance with the CMS approved methodology. • ii. Calculates final CPEs numbers. • iii. Calculates final settlement numbers. | ✓ |
| d. | The Contractor shall modify site content at the direction of the Department. | ✓ |
| e. | 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 content. | ✓ |
| g. | The Contractor shall make the Cost Reporting Online System available to the Department in a 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 accessible to school providers. | ✓ |

e-SivicMACS is an Integrated RMTS, MAC, and Cost Reconciliation System (SOW V.C.3.a. thru V.C.3.c)

SSG's web-based e-SivicMACS system contains all required elements for RMTS, MAC claiming, and the annual cost reconciliation and cost settlement processes. Our system contains all information required by the CPE's payment methodology. e-SivicMACS allows school providers to report salaries, benefits, and other relevant information. Our system also calculates final CPE's numbers, as well as final settlement numbers.

Operate a Cost Reconciliation and Settlement Process

Overview of Cost Reconciliation and Cost Settlement Process

Request Annual Cost Reports from LEAs

Quality Review of LEA Submissions

Obtain Indirect Cost Rates from the DHHS

Calculate Medicaid IEP Ratios

Develop Preliminary Cost Settlements

Provide Notice of Preliminary Cost Settlements to LEAs

Provide LEAs an Opportunity to Dispute Cost Settlement

Submit Final Cost Settlement Summary Report to the DHHS

Generate Final Settlement e-SivicMACS Notification "Letters" and Pre-filled Certification of State Expenditures Forms to LEAs

Minimize the Work Effort for the DHHS, LEAs, and Provider Staff

We are prepared to do whatever is necessary to successfully implement Medicaid cost settlement services, with a minimal amount of the DHHS's and LEA's staff time. We welcome the participation of the DHHS's Management Team and staff, and we will reach out to keep everyone informed during every step in the project.

SSG will assign enough of our staff to complete all required work, including collecting the data needed to claim for services or to implement program efficiencies, developing and implementing new processes and procedures, and preparing and submitting all claims. We understand that the DHHS's staff members have many competing demands on their time, and we will ensure that we are the least intrusive and disruptive to their daily operations as possible. At the same time, we understand how important it will be to develop a cooperative, collaborative working relationship with the state and LEAs.

e-SivicMACS seamlessly shares all roster, cost, and RMTS percentages from quarterly cost reports into the annual cost settlement process, thus reducing the effort level of all stakeholders in calculation the annual CPE.

Operate a Cost Reconciliation and Settlement Process

In the last several decades, implementation of reimbursement rate methodologies for school-based direct-billed services has been fragmented, with inconsistencies between states. During this time, it seems that CMS learned what has and hasn't worked well and, in the past decade, have gravitated towards a more standardized approach when modifying reimbursement methodologies and rate designs.

The approach being consistently encouraged and approved by CMS is a cost-based payment methodology under a certified public expenditure (CPE) program. This methodology requires a provider-specific reconciliation between interim direct care service payments and the actual cost to provide the eligible services. The difference is either an additional payment owed to the provider, or a refund from the provider to the DHHS.

Most states, having implemented a Random Moment Time Study (RMTS) to identify reimbursable Medicaid administrative costs, use this data to categorize between the educational and medical activities of direct care service school staff, which is then used as one of the allocation steps in their certified public expenditure (CPE) reimbursement formula. The final Medicaid-allowable medical costs are derived from LEA costs, RMTS statistics, and an IEP ratio and Transportation Medicaid ratio (when applicable), to determine a LEA-specific final cost settlement.

Review Cost Reconciliation/Cost Settlement Components of the SBAC Procedures

At the beginning of the project, SSG will review all policy and procedure documents with a fresh set of eyes. This review will be critical for our understanding of how our e-SivicMACS system will need to be configured, and to determine the internal procedures and training materials that need to be developed and presented.

Overview of Cost Reconciliation and Cost Settlement Process

This subsection provides an overview of cost reconciliation and cost settlement for direct care services. The five main elements of a LEA-specific cost settlement process are all cost allocation components, including:

- **Time Study Statistics** – From a Random Moment Time Study (RMTS);
- **Cost Data** – Includes direct and allocated LEA-wide costs related to staff on the RMTS roster, and indirect costs ;
- **IEP Medicaid Ratio** – The percentage of the IEP student population with related services who are Medicaid eligible;
- **Transportation Medicaid Ratio** (when applicable) – The percentage of students who are receiving transportation services who are Medicaid eligible; and
- **Medicaid Direct Care Services Paid Claims** – The MMIS-paid claims for the LEA, based on the DHHS's service date, for the cost settlement period.

Schools will be able to easily enter their costs and relevant financial information into e-SivicMACS and generate their final cost reports.

Managing Site Content (SOW V.C.3.d. thru V.C.1.h.)

As part of our comprehensive program support, SSG will modify site content as the DHHS directs, and we will provide the DHHS with the opportunity to approve all site contents before posting publicly. We will also provide the DHHS with test and production access to all site contents.

Online Cost Report (SOW V.C.3.i.)

An effective cost settlement program relies heavily on capabilities of RMTS and financial reporting processes. As soon as the LEAs are able to financially close the last quarter in the cost settlement period, SSG will begin the process of collecting and validating the cost information.

Proprietary Screenshot 8: Cost Collection Dashboard in RFP 110145 O3 SSG File 2 of 3 shows the LEA dashboard wizard that provides a step-by-step walk-through of financial information collection, verification, and finalization process.

Our system has the functionality to collect and review all of the following cost-related information:

- Direct Costs (salaries, benefits, contracted costs, federal claimed costs);
- Transportation Staff Costs;
- LEA-wide Costs (allowable allocated costs) including but not limited to Direct Medical and “Transportation Other”;
- Tuition Payments; and
- Depreciation.

Direct Costs

LEA Finance Officers can download the financial data template populated with position and participant information from the time study. LEAs have two options to maintain direct cost data:

- Populate the downloaded financial data template with participant cost data, and upload back to our e-SivicMACS system; and
- Maintain the direct cost data online using the e-SivicMACS screen.

The Finance Officers can populate the Excel template with direct costs (salaries, benefits, contracted costs, and federal claimed costs) and upload back to e-SivicMACS. The data can also be populated from the LEA payroll system into our Excel templates. Smaller LEAs may choose our easy-to-use e-SivicMACS cost reporting screens, allowing for editing to identify problems at the time of the entry. Reminder emails will be sent immediately before the deadline, with subsequent follow-up communications to ensure that all LEAs submit cost data to generate their cost settlement.

Transportation Costs

For the cost settlement, transportation costs will be collected using a separate screen which is similar to the Salaried/Contracted Staff screen. The exception is that the Transportation Staff names can be added as new records and the cost data recorded for them. This data can be uploaded using Excel spreadsheet similar to staff direct costs.

LEA-wide Costs

e-SivicMACS offers the functionality to capture LEA-wide costs using a similar screen as presented in *Proprietary Screenshot 9: Online Cost Reporting Collection*. This screen focuses on the allowable costs that can be allocated based on the direct costs of the participants. These costs cannot include the general and administrative costs that are used to calculate the Indirect Cost Rate (ICR).

Our system also offers the functionality to maintain the LEA-wide costs using the online screen or using the Excel template and upload functionality of the system.

Tuition Payments

e-SivicMACS offers the functionality to capture tuition payments paid by LEAs to send students to other LEAs or private schools for health-related services. Our e-SivicMACS system also offers the functionality to maintain the LEA-wide costs using the online screen or using the Excel template and upload functionality of the system.

SSG is familiar with the concept of the Health Related Tuition (HRT) percentage used in some states to determine eligible tuition costs in those states where tuition payments are a mix of health, education, and residential expenses. SSG performs the HRT calculation and application of HRT to annual cost studies on other projects.

Depreciation

e-SivicMACS offers the functionality to capture depreciation costs for direct medical equipment and transportation equipment. Our system also offers the functionality to maintain the LEA-wide costs using the online screen or using the Excel template and upload functionality of the system.

Generate Final Settlement e-SivicMACS Notification “Letters” and Pre-filled Certification of State Expenditures Forms to LEAs

After the DHHS’s approval of the Summary Cost Settlement Report, e-SivicMACS will generate a screen that the LEAs can access outlining the results of the cost reconciliation, including whether the LEA will receive additional reimbursement or will need to pay the State. Upon receipt of this “letter/screen” of the final cost settlement, the LEA must verify that the Certification of Public Expenditure (CPE) amount was spent from non-federal funds and not used as match for any other program, and that the cost report contains actual costs.

Please see *Proprietary Screenshot 10* in *RFP 110145 O3 SSG File 2 of 3* for an illustration. This figure shows our e-SivicMACS screen to calculate, review, and print both preliminary and final Cost Settlement Reports and CPE form. The “Upload CPE Form” Tab is used by the LEAs to upload final signed CPE forms after the cost settlement is approved by the DHHS.

Upload Signed Certification

The signed certification form can be scanned and uploaded back to e-SivicMACS system which eliminates the paper handling process, and ensures the documentation is available online for the DHHS’s and auditor’s review.

PR-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.

Response:

SSG is highly capable and fully complies with all scope of work requirements below.

| Vendor's Responsibility | Task Description | SSG is Capable and Complies |
|--|--|-----------------------------|
| Section V.D.4 – Reporting Requirements 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: <ul style="list-style-type: none"> • i. Number of calls received. • ii. Number of calls answered. • iii. 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. | ✓ |

Provide e-SivicMACS RMTS Reporting

e-SivicMACS can generate online real-time ad hoc reports through the use of report parameters and wizards. The report data may be viewed on the screen, in a graphical format, or exported to Microsoft Excel for additional analysis and graphical generation functions, something that many of clients frequently use.

Over the last 23 years of usage by our clients, we have enhanced our reports to allow users to generate reports using multiple selection criteria, which satisfy ad hoc reporting requirements. For further detailed analysis of data, users can export the data to Excel and perform required analysis.

RMTS – Reporting

Master Records

- Master Job
- Master Activity
- Master Program
- Master Question
- Master Basis
- Master Fund Source
- Basis Fund Source
- Calendar
- Work Schedule Detail

Participant Reports

- Next Quarter Participant List
- Participant List for a Sample

Control List Reports

- By Date
- By Region
- By Region – Division
- By Region – Supervisor

Response Reports

- Observation Status Summary by Region
- Observation Status Summary By Region and Division
- Activity Detail By Region/Program
- Activity Summary
- No Response
- Response Summary by Date
- Program Activity Summary

Standard Reports

The table below provides an overview of our most commonly requested RMTS standard reports, typically run quarterly and used to develop and analyze the quarterly Medicaid administrative claims. Each production report has an explanation of the data elements included in the report.

| Report | Description | Intended Use |
|---|---|--|
| 1. RMTS Roster | Statewide roster displaying the staff scheduled for participation in the quarterly RMTS process | Submitted in the claim |
| 2. LEA RMTS Participants Count Trend Analysis | Participant count comparisons by LEA over the last five quarters | Not part of the claim; used to determine of the rosters being submitted are reasonable |
| 3. RMTS Detail Observation List with Results | Provides a list of all random moments for the quarter, with the resulting activity codes | Submitted in the claim; used as documentation and by auditors to select their sample |
| 4. RMTS Observation Statewide Summary Results | Provides a total count of RMTS moments by activity code for the quarter | Submitted in the claim; documentation of one of the key elements of the claim |

Proprietary Screenshots 11 through 16 in RFP 110145 O3 SSG File 2 of 3 provide examples of some of the most commonly system run reports. All screenshots display data from SSG's test system and does not represent actual customer data.

PR-5

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.

Response:

SSG is highly capable and fully complies with all scope of work requirements below.

| Vendor's Responsibility | Task Description | SSG is Capable and Complies |
|--|--|-----------------------------|
| Section V.C.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. | ✓ |

SSG Has Direct Service Provider Management Expertise (SOW V.C.5.a. thru V.C.5.c.)

SSG will use our extensive direct service provider management expertise to support the DHHS's Program. SSG will ensure that schools use direct service providers that are enrolled in Nebraska Medicaid, and we will work with the DHHS and your Medicaid provider enrollment vendor to assist schools in enrolling direct service providers and troubleshoot any issues that may arise. We will also analyze direct service provider enrollment issues.

SSG has experience working with over 100 different school districts across the country and more than 20,000 direct service providers. The SSG staff has experience working with direct service providers in various capacities from vendor to school district Medicaid coordinator. We will bring this experience to to overcome barriers to enrollment and assist with provider enrollment questions.

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: | | | | | | | | | | | | | | | | | | | |
| | SSG is highly capable and fully complies with all scope of work requirements below. | | | | | | | | | | | | | | | | | | | |
| | <table border="1"> <thead> <tr> <th>Vendor's Responsibility</th> <th>Task Description</th> <th>SSG is Capable and Complies</th> </tr> </thead> <tbody> <tr> <td colspan="3">Section V.E. – Audit Requirements</td> </tr> <tr> <td>1.</td> <td>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.</td> <td>✓</td> </tr> <tr> <td>2.</td> <td>The Contractor shall ensure the Audit Process and Plan includes, but is not limited to: <ul style="list-style-type: none"> • a. 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. </td> <td>✓</td> </tr> <tr> <td>3.</td> <td>Audits shall include, but are not limited to, the following <ul style="list-style-type: none"> • a. Claims Reviews. • b. Cost Reports. • c. RMTS moments. • d. RMTS rosters' eligible categories. • e. Direct service provider qualifications. • f. Annual and quarterly financial reports. </td> <td>✓</td> </tr> <tr> <td>4.</td> <td>The Contractor shall review audit materials maintained in, at a minimum, all of the following records or systems: <ul style="list-style-type: none"> • a. MMIS (or system of record) claims. • b. Cost reports. • c. RMTS. • d. Educational records. • e. Desk reviews and claims reviews </td> <td>✓</td> </tr> </tbody> </table> | Vendor's Responsibility | Task Description | SSG is Capable and Complies | Section V.E. – Audit Requirements | | | 1. | 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. | ✓ | 2. | The Contractor shall ensure the Audit Process and Plan includes, but is not limited to: <ul style="list-style-type: none"> • a. 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. | ✓ | 3. | Audits shall include, but are not limited to, the following <ul style="list-style-type: none"> • a. Claims Reviews. • b. Cost Reports. • c. RMTS moments. • d. RMTS rosters' eligible categories. • e. Direct service provider qualifications. • f. Annual and quarterly financial reports. | ✓ | 4. | The Contractor shall review audit materials maintained in, at a minimum, all of the following records or systems: <ul style="list-style-type: none"> • a. MMIS (or system of record) claims. • b. Cost reports. • c. RMTS. • d. Educational records. • e. Desk reviews and claims reviews | ✓ | |
| Vendor's Responsibility | Task Description | SSG is Capable and Complies | | | | | | | | | | | | | | | | | | |
| Section V.E. – Audit Requirements | | | | | | | | | | | | | | | | | | | | |
| 1. | 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. | ✓ | | | | | | | | | | | | | | | | | | |
| 2. | The Contractor shall ensure the Audit Process and Plan includes, but is not limited to: <ul style="list-style-type: none"> • a. 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. | ✓ | | | | | | | | | | | | | | | | | | |
| 3. | Audits shall include, but are not limited to, the following <ul style="list-style-type: none"> • a. Claims Reviews. • b. Cost Reports. • c. RMTS moments. • d. RMTS rosters' eligible categories. • e. Direct service provider qualifications. • f. Annual and quarterly financial reports. | ✓ | | | | | | | | | | | | | | | | | | |
| 4. | The Contractor shall review audit materials maintained in, at a minimum, all of the following records or systems: <ul style="list-style-type: none"> • a. MMIS (or system of record) claims. • b. Cost reports. • c. RMTS. • d. Educational records. • e. Desk reviews and claims reviews | ✓ | | | | | | | | | | | | | | | | | | |

| | | | |
|----|--|---|--|
| 5. | <p>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:</p> <ul style="list-style-type: none"> • 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. | ✓ | |
|----|--|---|--|

Our Commitment to the DHHS (SOW V.E.1. and V.E.2 a. thru V.E.2.c.)

An important part of SSG’s assistance includes developing and implementing an audit process and plan for school providers to ensure program compliance based on DHHS CMS requirements, guidance, and audit findings. Our process and plan include a description of the procedures we will follow when performing claims reviews, RMTS and cost report audits, audit methodologies, and a process for determining the school providers that will be placed on a corrective action plan.

Our operational plan audit tasks will assist the LEAs and the DHHS’s staff to identify problem areas before they become serious and jeopardize the integrity of the program. SSG’s proposed methodology in conducting audits will help ensure the accuracy of the reported costs and improve the compliance of the claim.

SSG’s staff is very experienced in developing overall quality assurance (QA) programs, which includes computer system edits, SSG operational quality checks, and the desk and field audits. We have the expertise and experience to carefully analyze Medicaid management processes, identify areas of strength and weakness, provide detailed recommendations, and during the onsite audits, conduct training on improvements needed to avoid claiming errors.

SSG Prioritizes Data Integrity and Program Compliance

With system controls and audit trails integrated into e-SivicMACS, SSG can easily provide the data and reports the auditors need to perform a comprehensive program audit. We will also provide the audit trail data, including data entry and modification logs, which detail the date/time and person who created or modified data within the system. In addition, when the DDHS’s MAC or Cost Settlement program is audited by state or federal auditors, SSG will assist the auditors with understanding the program requirements and policies, ensuring have the knowledgeable needed to review of the program data.

Implementing a Quality Assurance Program

SSG has a history of developing and instituting strong quality assurance (QA) processes to ensure compliance requirements are identified, monitored and achieved. During program operations, SSG will maintain standards of quality assurance through operational controls and review practices. Our quality assurance processes rely on careful planning, implementation of quality checklists, and random sample reviews to achieve the desired results.



SSG shares the DHHS's dedication to upholding quality processes, while preventing, detecting, and addressing fraudulent and/or abusive billing practices. We place high importance on collaborating with the DHHS when reviewing LEA activities, performing audits, identifying overpayments, communicating regarding audit findings, and educating LEAs about false claims.

SSG has:

- Established policies and procedures to address prevention, detection, preliminary investigation, and reporting of potential and/or actual fraud and abuse;
- Comprehensive internal program to prevent, detect, investigate, and report suspicious activity or potential fraud or abuse;
- Program controls and program quality assurance, compliance, and integrity activities; and
- Processes for expedient reporting of any indications of data errors to the DHHS.

Quality Planning

To ensure data accuracy and program integrity, SSG uses three different approaches to identify claiming errors, whether accidental or intentional. Led by our Quality Assurance Team, these methods include:

- Utilization and application of the principles and requirements of the Project Quality Plan developed by the SSG Project Manager;
- Implementation of quality control processes for claim development; and
- Internal audits to a random sample of claims.

Our system data remains transparent for any state or federal auditors.

Project Audit Process and Plan

One of the project management plan documents we develop addresses performance measurements and other quality measurements for the project. This document, a Project Quality Plan, guides the project team in assuring that the highest possible quality results are achieved within committed resources, schedule, and budget. SSG's Project Manager, in collaboration with our Quality Assurance Team, will provide an initial draft copy of a Quality Plan to the DHHS's project team during project startup.

The table below describes the components of a typical quality plan.

| Quality Plan Component | Function |
|--|--|
| Project Overview | <ul style="list-style-type: none"> • Describes background, context of project performance measurements. • Identifies performance measurements. • Identifies quality standards the project will follow. • Identifies quality-related tools utilized. |
| Completeness and Correctness Criteria for Satisfaction of Performance Measures | <ul style="list-style-type: none"> • Describes the review process and acceptance/approval criteria applied to the project deliverables. • Describes the criteria that define each deliverable as complete and correct, including the approved format and level of detail. • Ensures up-front discussion with the DHHS to define what it means for a deliverable to be considered complete and correct. • Improves the likelihood that the project, deliverables, and reports meet the expectations of the DHHS's Management Team. |
| Quality Assurance | <ul style="list-style-type: none"> • Description of process used to create, manage services/deliverables. • Definition of processes to be reviewed and how review occurs. • Assignment of specific quality assurance roles and responsibilities to specific team members. |
| Quality Control | <ul style="list-style-type: none"> • Outlines the activities associated with the creation of project deliverables for verification that deliverables are of acceptable quality. • Ensures deliverables meet the quality criteria established in the quality planning process. • Provides for second-level review by appropriate SSG management prior to submission of deliverable to the DHHS's Management Team. • Decreases likelihood of the DHHS rejecting deliverables due to preventable defects. • Describes process to track and resolve defects identified in either internal or the DHHS's review. • Includes review of the deliverable by the SSG Project Manager prior to submitting the deliverable to the client. |
| Reporting | <ul style="list-style-type: none"> • Describes the quality reports produced by project staff. • Includes the method and frequency of providing reports to SSG management, the project team, and the DHHS. • Identifies the quality records maintained for the project. |

Quality Control Processes for Claim Development

SSG provides a quality control worksheet, which the project team will adapt to the specifications of the DHHS's Program. The worksheet emphasizes both first- and second-level quality reviews to reduce the risk of errors.

Please see Proprietary Checklist in *RFP 110145 O3 SSG File 2 of 3* for an illustration. With two independent reviews completed, our processes ensure that any fraudulent activities by an SSG or school LEA staff member would be detected.

Random Sample Audits of LEA Submissions (SOW V.E.3.a. thru V.E.3.f. and SOW V.E.4.a. thru V.E.4.f))

SSG's staff is very experienced in performing quality control activities throughout the Medicaid claiming process to ensure the accuracy of the results. Our audits include claims reviews, cost reports, RMTS moments, eligible RMTS roster categories, direct service provider qualifications, and financial reports.

SSG will collaborate with the DHHS to review and customize your internal audit processes. In general, the MAC and cost settlement reviews will be conducted jointly by SSG and the DHHS on a sample of LEAs, and should include:

- Verification that the quarterly cost reports match the data in the LEA's financial system;
- Verification that new RMTS participants have reviewed the training material or were trained individually by the LEA's Medicaid Coordinator;
- Review of RMTS non-responses, with data reported from the e-SivicMACS system, in which staff have consistently not responded;
- Review of the most recent annual cost settlement cost report submission to determine that it matches the LEA's financial system;
- Verification of indirect cost rate and submission of signed certification of match forms;
- Pre-review and post-review meetings with LEA management; and
- Review of process used to verify Certification of State Match.

The financial data and non-responses are important quality measurements and indicators for program compliance and success. The integrity of the financial data is at the core of compliance with federal regulations because the financial data helps define the activities being claimed.

To ensure the accuracy of the data, SSG offers the LEAs the option to upload their audited financials directly to e-SivicMACS.

Reporting of Review Results

SSG can leverage our existing onsite monitoring of the DHHS's Program to enhance the breadth of the cost settlement onsite reviews.

On a quarterly basis, SSG will submit to the DHHS a summary report of the compliance reviews, including the LEAs in non-compliance and a summary of the corrective actions taken to come into compliance. The SSG Team will communicate to the DHHS significant compliance problems immediately.

Please see *Appendix A* for an example of our Desk Review template in *RFP 110145 O3 SSG File 2 of 3*.

Complete Field Audits

SSG will assist in revising the DHHS's quality assurance program that includes the audit of a sample of LEAs to verify that the financial and other information provided to calculate the cost settlement are accurate and valid and conform to state and federal requirements.

SSG will assist in the development or refinement of a state-specific audit tool that guides the audit to ensure SBAC program compliance. We will work with the DHHS's Management Team to review the requirements covered by this tool and obtain approval before it is implemented.

Conduct the Field Audit

A pre-audit meeting will be conducted to discuss how the audit will be conducted, to review the requested record documents, and to answer any questions. During the audit, SSG will need ongoing access to LEA staff to answer questions and obtain additional documentation.

Following completion of the audit, the SSG consultants will meet with LEA staff to share findings and respond to questions. Please see *Proprietary Screenshots 17 and 18* in *RFP 110145 O3 SSG File 2 of 3* for illustrations.

LEAs Can Upload Financial Statements Directly to e-SivicMACS (Added Benefit)

If approved by the DHHS, SSG will implement our enhanced functionality for the LEAs to upload their audited financials to e-SivicMACS, ensuring data integrity. We have recently and successfully implemented this functionality for our Pennsylvania and Ohio clients.

e-SivicMACS Becomes a SSG/LEA Communication Tool During the Review (Added Benefit)

We offer easy-to-use system screens to your staff to upload the supporting data related to the audit request. This process of using our system functionality, rather than the laborious email process, has helped our client LEA staff to streamline the process and also to have our system as the central repository for all the backup documentation that was provided by the LEAs. This Monitoring module of e-SivicMACS will be offered at no additional cost to the DHHS.

Please see *Proprietary Screenshots 19 and 20* in *RFP 110145 O3 SSG File 2 of 3* for illustrations.

The illustrations show the Monitoring and Review section of e-SivicMACS show the overview screens of the Monitoring process used to request data from the LEAs and collect all the supporting documentation. The “Response/Discussion” link is also used to exchange confidential data between SSG Team member and the LEA staff without using email and other means (which are not as secure as our system; this entire screen will be configured to meet the SPA and the DHHS’s Guide).

Scope of the Field Audit

SSG will work with the DHHS’s Management Team to review the requirements and obtain approval before the review tool is implemented. Although this discussion will identify all required review topics, we expect that the following areas would be covered.

SSG’s cost reconciliation and cost settlement review activities include the following:

- Review of Cost Settlement cost report submission to determine that it matches with the LEA’s financial system;
- Review that costs were reported according to accrual accounting method;
- Ensure that the salary and benefit data is only for the participants in the cost pool that were sampled for the time study;
- Examine each quarter’s increase or decrease in salary to determine if these changes are outside a threshold percentage;
- Verify that all federal and non-LEA funds are removed from the cost;
- Use reasonability checks to ensure that the quarterly salary amount is not the person’s annual salary;
- Use other reasonableness checks (e.g., costs compared to the prior year, salary by job category, average cost per service unit, hours worked per staff person, and other available documentation);
- Ensure benefit costs are not included for contracted staff;
- Allow reported costs, and the appropriate allocation of overhead and indirect costs are consistent with Super Circular (formerly known as OMB A-87), and CMS regulations and guidance;
- Verify the accuracy of the RMTS results, transportation costs, IEP ratio, and indirect cost rate used in the cost settlement; and
- Compare information to other LEAs of comparable size for reasonability.

| Audit Scope Area | Audit Activities | System/Records |
|---|---|--|
| Claims Review | <ul style="list-style-type: none"> • Select a sample of paid claims. • Run the claim data through SSG billing engine to check that services meet all claim requirements. • Report any errors found. | MMIS |
| Cost Reports | <ul style="list-style-type: none"> • System has built-in audit checks when costs data is entered. • Desk Reviews are performed on all costs. • SSG will sample cost and request supporting documentation for reported costs. • SSG staff will perform a QA check on all CPE forms to make sure they are completed accurately. | Cost Reports within e-SivicMACS |
| RMTS Moments | <ul style="list-style-type: none"> • SSG performs a second QA check of all coded moments. • If there is a discrepancy between two coders, then meeting is held with a third staff member to come to agreement. • SSG will provide a sample of coded moments for DHHS review. | RMTS Reponse withing e-SivcMACS |
| RMTS Rosters | <ul style="list-style-type: none"> • Systems performs checks to make sure that data meets all criteria for an allowable participant. • SSG staff will review all positions and job titles to make sure that only allowable job types are included in the roster. • SSG will make sure rosters are aligned to the correct cost pool. | School District Participant Lists |
| Direct Service Provider Qualifications | <ul style="list-style-type: none"> • SSG will sample direct service providers who have reported costs to verify proper credentials for the provider type. | School District Records |
| Annual & Quarterly Financial Reports | <ul style="list-style-type: none"> • SSG systems have built in edits rules and checks to validate that costs are appropriate at the time of data entry. • SSG will perform Desk Review of 100% of costs to look for data anomalies. • SSG will work with any school district that has questionable cost to verify data accuracy. | Desk Reviews & School District Records |

General Review Activities

SSG's general review activities include the following:

- Validate the process used to verify Certification of Expenditure;
- Assess the accuracy and completeness of SSG training and technical assistance provided to LEAs;
- Determine LEA's attendance at training sessions and assess the understanding of training materials and information; and
- Verify that LEAs have kept documentation to support the cost settlement, including quarterly roster submissions, Indirect Cost Rate (ICR), MER and IEP rates, and District costs.

The reasons reported by the LEA staff for significant variances will be reported on the Summary Findings Report to the DHHS.

Corrective Action Plan (SOW V.E.5.a. thru V.E.5.g)

As part of our support of the DHHS's Program, SSG will implement a plan to effectively determine which school providers will be audited and when. As the DHHS requires, we will ensure that 50% of school providers are audited each year and that each direct service provider is audited at least once every three years. SSG will ensure that a site review or desk audit is completed for each audited school provider. We will also update and maintain the audit plan, related documents, and templates, implementing upon the DHHS's approval.

SSG will provide the DHHS a written report of our findings from which you may request a corrective action plan from LEAs that have significant adverse findings. We will provide the DHHS with recommendations on how to establish a process to monitor corrective action plan compliance by the LEA.

Sample of Desk Audit and Field Audit Reports

The desk audit report is conducted at our office using e-SivicMACS data and material emailed and faxed to our staff. The field audit report will be provided to the DHHS within two weeks of the audit.

Please see *Proprietary Appendix B* for an example reports in *RFP 110145 O3 SSG File 2 of 3*.

ADT-2

Bidder must meet all requirements in Section V.E. Describe the methodologies that will be utilized when creating the Audit Process and Plan.

Response:

As described in our response to Question AD-1 above, SSG has proven processes and methodologies for creating and implementing an effective audit process and plan.

SSG will develop a detailed audit plan that will demonstrate how SGS will conduct MIPS monitoring. We have created these types of detailed plans for other clients and will leverage that expertise to create a high-quality audit plan for the DHHS.



For an illustration of an existing detailed procedure plan, see *Proprietary Screenshot 21-23 in RFP 110145 O3 SSG File 2 of 3*.

Reporting Requirements

| Business Requirements | | | |
|-----------------------|---|--|------------------------------------|
| Req # | Requirement | | |
| RR-1 | Bidder must provide a sample quarterly update report, quarterly cost report, annual cost report and RMTS and Cost Report Help Desk Report for evaluation. | | |
| | Response: SSG is highly capable and fully complies with all scope of work requirements below. | | |
| | Vendor's Responsibility | Task Description | SSG is Capable and Complies |
| | Section V.D. – Reporting Requirements | | |
| | 1. | RMTS Quarterly Updates <ul style="list-style-type: none"> • a. 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: <ul style="list-style-type: none"> ○ i. Participant statistics. ○ ii. Moments generated. ○ iii. Valid coded responses received. ○ iv. Raw compliance percentages. • b. The Contractor shall submit the quarterly RMTS updates to the Department for the following four (4) quarters: <ul style="list-style-type: none"> ○ i. Quarter 1 – September through November ○ ii. Quarter 2 –December through February ○ iii. Quarter 3 – March through May ○ iv. Quarter 4 – June through August • c. The Contractor shall make available to the Department reports in an excel format. | ✓ |
| | 2. | Quarterly Cost Reporting <ul style="list-style-type: none"> • a. The Contractor shall perform the following activities for the quarterly CPEs documentation process: <ul style="list-style-type: none"> ○ i. Compare actual payments to school providers to costs identified on each specific school provider's quarterly cost report. ○ ii. 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. | ✓ |

| | | |
|---|--|---|
| | <ul style="list-style-type: none"> c. The Contractor shall make available to the Department reports in excel format. | |
| 3. | <p>Annual Cost Reporting</p> <ul style="list-style-type: none"> 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 costs and other allowable costs from the school 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: <ul style="list-style-type: none"> i. Merge appropriate interim payment data into the CPEs documentation materials. ii. Manage, review and resolve interim payment inquiries from school providers. f. 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. | ✓ |
| <p>SSG will provide detailed quality updates to DHHS. This is a standard practice for SSG as we understand the importance of program management through the analysis of metrics such as:</p> <ul style="list-style-type: none"> ■ Participant statistics; ■ Moment generated and responded to; ■ Valid coded responses; and ■ Overall compliance. | | |

RMTS – Reporting

System Reports are generated in real time and access is based on user roles. View reports on the screen, as a PDF, or export to Microsoft Excel.

- Master Reports
- Participant Reports
- Control List Reports
- Response Reports



SSG provides critical information in our quarterly update. An example section from our quarterly updates can be seen in *Proprietary Screenshot 24* in *RFP 110145 O3 SSG File 2 of 3*.

The system will generate a quarterly cost report. An example of the Excel cost report can be found in *Proprietary Screenshot 25* in *RFP 110145 O3 SSG File 2 of 3* for illustrations.

At the end of annual cost reconciliation process, SSG will produce an annual cost report. An example of the Excel cost report can be found in *Proprietary Screenshot 26* in *RFP 110145 O3 SSG File 2 of 3*.

SSG will utilize a Case Management systems designed for tracking phone and e-mail support cases for two primary purposes:

- To track cases to ensure they are successfully closed;
- To obtain metrics on our Help Desk Response.

In support of customer care operations, SSG provides comprehensive call center report through our state-of-the-art call distribution telephony software provided by inContact. Report options include, but are not limited to:

- Calls Offered;
- Calls handled;
- Calls abonded;
- Talk time;
- Average handle time;
- Average hold time;
- Speed to Answer;
- Call count by District;
- Dispostion tracking;
- Contract type;
- Outbound calls; and
- Many others.

Please see *Proprietary Screenshots 27-29* in *RFP 110145 O3 SSG File 2 of 3* for sample Help Desk reports that we generate to detail the required information.

Project Planning and Management Requirements

| Business Requirements | | | | | | | | | | | |
|---|--|-----------------------------|------------------|-----------------------------|---|--|--|----|--|---|--|
| Req # | Requirement | | | | | | | | | | |
| PMR-1 | Bidder must meet all requirements in Section V.F.1. Describe how your solution meets these requirements. | | | | | | | | | | |
| | Response: | | | | | | | | | | |
| | SSG is highly capable and fully complies with all scope of work requirements below. | | | | | | | | | | |
| | <table border="1"> <thead> <tr> <th>Vendor's Responsibility</th> <th>Task Description</th> <th>SSG is Capable and Complies</th> </tr> </thead> <tbody> <tr> <td colspan="3">Section V.F. – Project Planning and Management</td> </tr> <tr> <td>1.</td> <td> Outreach <ul style="list-style-type: none"> • 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: <ul style="list-style-type: none"> ○ i. E-mail contact or newsletters. ○ ii. Conference calls or video meetings. ○ iii. 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. ○ v. 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. </td> <td style="text-align: center;">✓</td> </tr> </tbody> </table> | Vendor's Responsibility | Task Description | SSG is Capable and Complies | Section V.F. – Project Planning and Management | | | 1. | Outreach <ul style="list-style-type: none"> • 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: <ul style="list-style-type: none"> ○ i. E-mail contact or newsletters. ○ ii. Conference calls or video meetings. ○ iii. 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. ○ v. 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. | ✓ | |
| Vendor's Responsibility | Task Description | SSG is Capable and Complies | | | | | | | | | |
| Section V.F. – Project Planning and Management | | | | | | | | | | | |
| 1. | Outreach <ul style="list-style-type: none"> • 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: <ul style="list-style-type: none"> ○ i. E-mail contact or newsletters. ○ ii. Conference calls or video meetings. ○ iii. 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. ○ v. 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. | ✓ | | | | | | | | | |

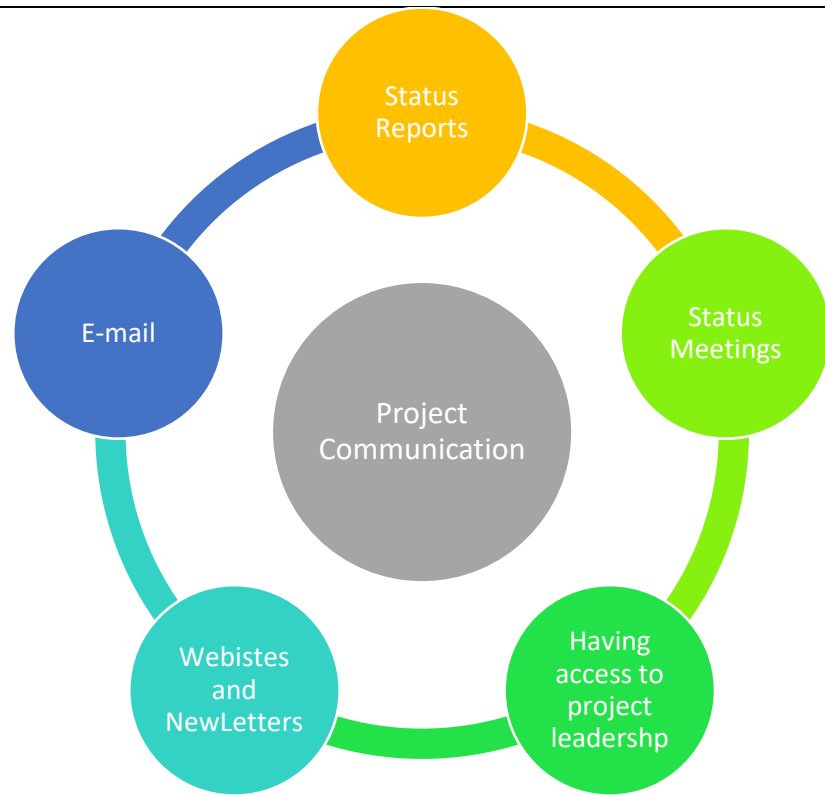
 |



Effective Communication (SOW V.F. 1.a. [i. thru v.] and V.F.1.b.)

SSG’s outreach activities include addressing questions from school providers, as well as making mock cost reports available illustrating what is entailed in school-based claiming cost-benefit analyses. We will submit all outreach materials to the DHHS within required timeframes, and distribute fact sheets, etc. as a means to effectively market school-based claiming.

SSG believes that effective communication is comprised of being both proactive in communications with schools districts and well as responsive. We implement several different methods to achieve the goal of effective communication with school districts. These methods include:



PMR-2

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

Response:

SSG is highly capable and fully complies with all scope of work requirements below.

| Vendor's Responsibility | Task Description | SSG is Capable and Complies |
|---|--|-----------------------------|
| Section V.F. – Project Planning and Management | | |
| 2. | Ongoing Email Communication <ul style="list-style-type: none">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:<ul style="list-style-type: none">i. 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. | ✓ |

SSG utilizes a number of communication methods for communicating with school district staff. One of the primary methods that we use is e-mail. We employ a series of general e-mails that communicate timelines and updates to all providers, as well as targeted messages to specific school districts and staff. SSG will work in partnership with DHHS to identify the use of e-mail communication for the requirements detailed in this RFP as well as other scenarios and document this within the project communication plan. SSG commits to copying the DHHS on all e-mail communication.



PMR-3

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

Response:

SSG is highly capable and fully complies with all scope of work requirements below.

| Vendor's Responsibility | Task Description | SSG is Capable and Complies |
|--|--|-----------------------------|
| <p>Section V.F.3. – Project Planning and Management: Consulting Work (Approximately 200 hours for the entire contract period including the renewal options. The Department, at its sole discretion, may request the Contractor perform consulting work as listed in this section.</p> | | |
| <p>a.</p> | <p>Consulting services may include, but are not to be limited to, the following:</p> <ul style="list-style-type: none"> • i. 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. • v. Make recommendations for strategies to respond to changes in the overall healthcare market in Nebraska • vi. 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. • xi. Provide guidance in developing communication strategies and responding to questions raised by the following parties: <ul style="list-style-type: none"> ○ a) OIG. ○ b) State or federal auditors. ○ c) The Nebraska governor's office. ○ d) 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. | <p>✓</p> |
| <p>b.</p> | <ul style="list-style-type: none"> ▪ The Contractor shall ensure that any consulting projects will not compromise any deliverable due dates specified in the Scope of Work. | <p>✓</p> |

| | | |
|----|---|---|
| c. | <p>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:</p> <ul style="list-style-type: none"> • 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 all of the following: <ul style="list-style-type: none"> ○ a) A description of the personnel commitments for the consulting project including: <ul style="list-style-type: none"> ▪ 1). The names of all persons assigned to the consulting project. ▪ 2). The work responsibilities of each person assigned to the consulting project. ▪ 3). The estimated hours that each person will need to complete his/her work responsibilities. ○ b) A timeline delineating the estimated completion dates of activities critical to the consulting project. ○ c) 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 all of 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. | ✓ |
| e. | The Contractor shall not perform any consulting project for which funds are not available in the Contract. | ✓ |

SSG agrees to perform consulting work as outlined in this section of the RFP. SSG commits to performing the assigned tasks without impacting the deliverables detailed in this scope of work.

SSG and Solix are composed of experienced professionals in multiple areas of government operations. SSG has a deep bench of industry leaders whom are available to the DHHS for any consulting work. The tasks provided as examples of consulting work in the RFP are all areas that SSG has experience assisting clients. Moreover, we bring expertise in other areas of government operations that might not be listed in the above requirements.

An example of this, is our work assisting clients with new policies Medicaid is outlining around workforce retention and hiring. For the first time in its history there are conversations at CMS around using Medicaid dollars to pay direct service providers to keep them employed. Our workforce expertise gives our clients a unique set of skills to draw from for navigating these uncharted waters.

PMR-4

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

Response:

SSG is highly capable and fully complies with all scope of work requirements below.

| Vendor's Responsibility | Task Description | SSG is Capable and Complies |
|---|---|-----------------------------|
| Section V.F. – Project Planning and Management | | |
| 4. | Cooperation with Other Entities and Programs <ul style="list-style-type: none">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. | ✓ |

As part of our program support, SSG will cooperate with other entities and programs to ensure Medicaid-eligible children have access to the school-based medical services they need. SSG has a long and successful track record of working with other entities and programs to ensure optimal program performance.

Highlights of SSG's cooperation include:

- Intregation with State Medicaid Systems in New York, Maryland, New Hampshire, South Carolina, Florida, New Mexico, Nevada, Kentucky, and many others.
- SSG/Solix have a long time relationship with MAXIMUS, including former MAXIMUS staff, so we are experienced at working with this current Nebraska vendor.
- SSG has successfully worked with Managed Care Organizations in New Mexico to establish a program to claim for services delivered in that state's early intervention program.

Implementation and End of Contract

| Business Requirements | | |
|---|--|-----------------------------|
| Req # | Requirement | |
| IEC-1 | Bidder must provide a draft implementation plan that encompasses all elements of Section V.G.c. | |
| | Response: | |
| | SSG is highly capable and fully complies with all scope of work requirements below. | |
| Vendor's Responsibility | Task Description | SSG is Capable and Complies |
| Section V.G.2.c. – Implementation and End of Contract | | |
| i. | Implementation Plan During the Implementation, the Contractor shall create an Implementation Plan that contains, at a minimum, all of the following: <ul style="list-style-type: none"> • 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. | ✓ |

Proven Implementation Planning (SOW V.G.2.c.i thru V.G.2.c.iv.)

SSG's implementation planning helps to successfully guide our projects from inception to end of contract. Our implementation plan includes a description of all steps, timelines, and milestones, and it specifies the SSG personnel who are assigned to each task. Our plan also includes an operational readiness review, as well as project risk assessment and mitigation.

As the DHHS requires, SSG will provide weekly updates throughout the project and ensure that all deliverables are met on time. Our implementation plan will be provided the DHHS for review and approval.

Prior to implementation SSG is committed to working with DHHS and the current vendor to conduct a successful project transition. SSG understands the challenges and apprehension that changing vendors for a program such as this causes for all stakeholders. With that understanding, SSG plans to undertake a transition plan to mitigate risk and ease any concerns.

Transition Planning

Upon execution of the Contract, SSG will work with the DHHS to develop a Transition Plan that details the respective tasks for transition and migration of all content, and the application and licensed services to DHHS or a third-party service provider.

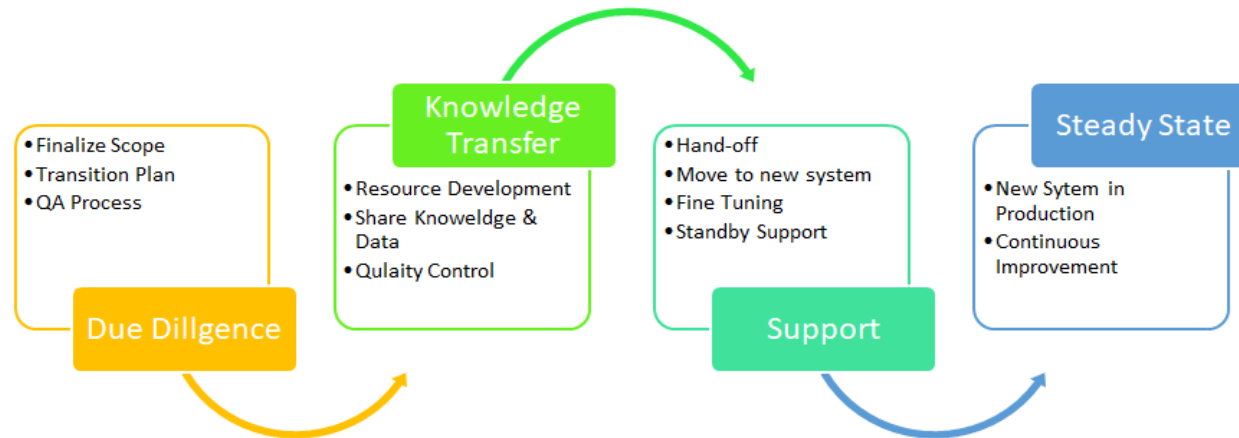
From our experience, we have learned key factors integral to a transparent transition. These factors are when the successful vendor:

- Has demonstrated success and significant experience in transitioning clients to "new" vendors and their automated billing systems;
- Understands the needs and expectations of the client;
- Is highly experienced in the scope of work being transferred;
- Provides the technology that meets the data transition requirements;
- Ensures that key staff remain on the project during the transition period; and
- Applies the necessary personnel and capital resources to assure that the needs and expectations of the client are met.

SSG will apply these factors to develop a Transition Plan and implement the Plan in the most efficient and effective manner, while not impacting any DHHS initiatives.

We assure DHHS that SSG will provide technical and business process support as necessary and required by DHHS for transition. We further assure that SSG shall manage and maintain the appropriate number of staff to meet all requirements listed in the RFP during the transition.

SSG utilizes a phased transition approach. Our risk mitigation approach illustrated below is planned, friendly, and carried out in a phased manner involving minimum frictions between three parties: the two vendors and DHHS.



Our proposed Project Team is very experienced in transitioning from existing processes or systems to our systems, and we are confident that the transition will be successful.

As an example, we successfully transitioned the DC Public Schools and Charter Schools RMTS and cost settlement to our e-SivicMACS system in less than three weeks. More recently, we successfully transitioned from another vendor in less than 30 days a Chicago Public Schools for a Medicaid and federal claiming project, and a Commonwealth of Kentucky statewide RMTS and Medicaid administrative claiming project. The Project Initiation phase will start immediately after the contract is executed by the Department. The Project Initiation phase will include, but will not be limited to: preparation for the kickoff meeting, conducting the kickoff meeting, definition and approval of the project management procedures and protocols, and approval of the Project Work Plan.

Project Organization and Work Plan

SSG presents the following preliminary Work Plan for the tasks that will occur during the first year of the project. It details the key milestones and actions to stand-up e-SivicMACS, train users, and begin RMTS operation.

SSG’s knowledge of these programs and transition expertise allows us to commit to having an RMTS operational for the September – November 2021 quarter as well as a cost reporting process for 2021 school year. We have the staff and plan to quickly stand up our application and provide a seamless transition to school districts and the DHHS.

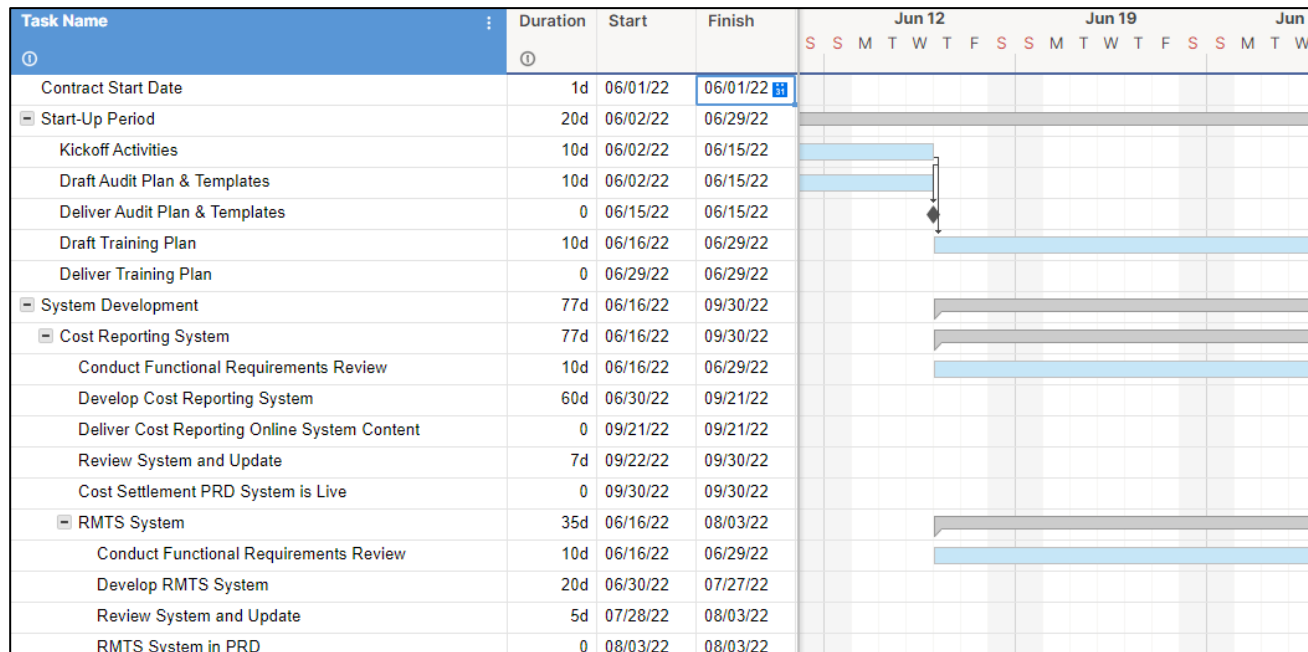
Throughout the course of the project, SSG will ensure review of project schedule to ensure that actions are taken to keep the project on schedule.

Preliminary Project Work Plan

SSG is pleased to present to the DHHS our proposed Preliminary Project Work Plan (“Work Plan”) for all phases of the Medicaid Time Study portion of the DHHS project. The Work Plan includes the project administration tasks and the high-level software configuration and implementation tasks that are aligned with the required project deliverables. We will execute the project through the following key phases:

- Phase 1: Ramp Up;
- Phase 2: System Configuration;
- Phase 3: Prepare Staff and Load the System in Preparation of RMTS/Cost Settlement; and
- Phase 4: RMTS Operation and Response Review, Analysis, and Reporting.

As illustrated below, SSG will ensure that actions are taken to keep the project on schedule throughout the course of the project.



Please see *Appendix C: Project Plan Draft Detail* in *RFP 110145 O3 SSG File 2 of 3* for full project workplan detail.

Phase 1: Start Up

The Project Initiation phase will start immediately after the contract is executed by the DHHS. The Project Initiation phase will include, but will not be limited to: preparation for the kickoff meeting, conducting the kickoff meeting, definition and approval of the project management procedures and protocols, and approval of the Project Work Plan.

Prepare Preliminary Project Schedule

Upon notification of contract award, SSG will revise the draft Project Work Plan that we have provided in this section. This draft Project Schedule will be updated prior to the formal project kickoff meeting to ensure the efficiency and focus of the project initiation process. The final implementation schedule shall be submitted to the DHHS for review and approval.

Meet with the DHHS's Project Management

Immediately after contract finalization, SSG will review the preliminary Project Work Plan with the DHHS and determine the need for any adjustments to meet your expectations. We will further seek the DHHS Project Manager's input across a wide range of project issues, including any potential ineffectiveness or inefficiency of the processes included in the preliminary Project Work Plan and identification of the key stakeholders.

Schedule and Conduct Project Kickoff Meeting

SSG will work with the DHHS's Project Management to plan and organize a kickoff meeting with SSG and the DHHS's Project Team. This meeting will include a summary briefing on the Work Plan and objectives and serve to build understanding, establish communication, continue momentum, and further increase buy-in and support of the project. The major tasks associated with Functional Requirements Confirmation will also be discussed, along with an initial review of project priorities.

Finalize Initial Project Transition Work Plan

Our Project Manager will work with the DHHS's Project Management Team to finalize the Project Work Plan, refine the scope, discuss project protocols, confirm the project calendar, and secure the DHHS's approval. We will finalize the project tasks and develop a project calendar that will track all project activity and schedule the project deliverables.

Throughout the course of the project, we will review the Project Work Plan to make certain that the project remains on schedule. We anticipate that the final Project Work Plan will include the following:

- Activities to be performed;
- Assignment of SSG project staff, and when appropriate, the DHHS's program staff, to each task;
- Timetable for completion of activities, consistent with the DHHS's desired schedule; and
- Task dependencies.

Phase 2: System Configuration

Functional Requirements Confirmation

The purpose of the Functional Requirements Confirmation is to validate the business requirements. During this activity, we will confirm the program requirements are still valid for the DHHS going forward.

Develop Functional Requirements Document

The recommendations and decisions from the Requirements Confirmation sessions will be added to the final Functional Requirements Document. The Functional Requirements Document will include the following high-level information:

- **Business Requirements:** The RMTS, requirements, and options for the RMTS administration will be discussed and finalized.
- **Reporting Requirements:** The reporting requirements will address the required report data, layouts, and definition requirements.

System Configuration

Should it be necessary, we will configure the e-SivicMACS system to meet the requirements of the DHHS based on the Functional Requirements Document. Since so much of e-SivicMACS is set up via external tables and due to other design considerations, the configuration period will be fairly short.

System Testing and Acceptance

We are committed to producing well-tested, quality software that meets the requirements of our customers. The Information Systems Lead, with support of the RMTS Lead and other systems staff, will perform the system testing to test the entire application end-to-end, including the reports. The test team will ensure and verify that all requirements are satisfied. Any defects identified will be corrected and the test will be repeated until the requirements described in the final Functional Requirements Document are satisfied.

Phase 3: Prepare Staff and Load System in Preparation for RMTS/Cost Settlement

After successful completion of system testing and training of staff, the RMTS module of SSG's e-SivicMACS system will begin to send the email requests for completion of Web Forms.

Phase 4: RMTS Operation and Response Review, Analysis, and Reporting

SSG will collect RMTS responses and compile them into a reportable format showing the administrative weights. In addition, we will perform an analysis of the data to determine financial impact and look for any ways that the DHHS can maximize revenue.

| | | | |
|--|------|----------|----------|
| Operational Period | 209d | 08/04/22 | 05/23/23 |
| Collect Provider Costs | 65d | 10/03/22 | 12/30/22 |
| All Costs Entered | 0 | 12/30/22 | 12/30/22 |
| Calculate Provider Cost Settlement | 102d | 01/02/23 | 05/23/23 |
| Cost settlement amount for each Provider | 0 | 05/23/23 | 05/23/23 |
| Collect Provider Rosters | 20d | 08/04/22 | 08/31/22 |
| Conduct Time Study | 65d | 09/01/22 | 11/30/22 |
| Quarterly RMTS Update | 15d | 12/01/22 | 12/21/22 |
| Deliver Report | 0 | 12/21/22 | 12/21/22 |

Project Management Tool

SSG is always seeking for ways to innovate and enhance the client's experience. We have implemented a best-in-class project management software tool to assist with our project Work Plans. Using this tool in Smartsheet, we can share real-time project plan updates with the DHHS's Project Manager and other stakeholders, including project progress and current status of project tasks, deliverables, and issues.

Please see *Proprietary Screenshots 30 and 31* in *RFP 110145 O3 SSG File 2 of 3* for illustrations. These figures illustrate how SSG uses the project dashboard to communicate project health to our clients. SSG will leverage the power of this project management tool in support of the new contract with the DHHS.

IEC-2

Bidder must provide a draft End of Contract Plan that encompasses all elements of Section V.G.d. and V.G.e.

Response:

SSG is highly capable and fully complies with all scope of work requirements below.

| Vendor's Responsibility | Task Description | SSG is Capable and Complies |
|--|---|-----------------------------|
| Section V.G.2. – Implementation and End of Contract | | |
| d. | <p>End of Contract Deliverables</p> <p>During the End of Contract Period, the Contractor shall complete all of the following:</p> <ul style="list-style-type: none"> • 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. • b) 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 has been approved by the Department. • c) 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. • 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. • 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. • 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 | ✓ |

| | | |
|--|---|---|
| | <ul style="list-style-type: none"> determination for that requirement. 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. | |
| Section V.G.2. – Implementation and End of Contract | | |
| e. | <p>End of Contract Plan</p> <ul style="list-style-type: none"> 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. | ✓ |

SSG commits to meeting all of the stated end of contract requirements detailed in this RFP. We will implement the same transition best practices detailed above for closure as we do for implementation. We will document all the close out steps in an end of contract plan that will be updated throughout the course of the contract.

SSG will work with the DHHS to:

- Implement the approved close out plan;
- Notify school districts of the contract end;
- Review all contract deliverables for completeness; and
- Conduct data and knowledge transfer as needed.

If there are any outstanding deliverables at the end of the contract, SSG will work after contract end date to complete these items.

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: | | | | | | | | | | | | | | | | | | | | | | |
| | SSG is highly capable and fully complies with all scope of work requirements below. | | | | | | | | | | | | | | | | | | | | | | |
| | <table border="1"> <thead> <tr> <th>Vendor's Responsibility</th> <th>Task Description</th> <th>SSG is Capable and Complies</th> </tr> </thead> <tbody> <tr> <td colspan="3">Section V.H.1. – Contractor Communication School Provider Manual</td> </tr> <tr> <td>a.</td> <td>The Contractor shall create a comprehensive School Provider Manual that includes, but is not limited to, all of the following topics: <ul style="list-style-type: none"> • i. Definitions and abbreviations. • ii. Program overview. • iii. 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. • x. Claims submission and billing. • xi. 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). </td> <td>✓</td> </tr> <tr> <td>b.</td> <td>The Contractor shall submit the School Provider Manual to the Department for review and approval.</td> <td>✓</td> </tr> <tr> <td>c.</td> <td>The Contractor shall update the School Provider Manual as requested by the Department.</td> <td>✓</td> </tr> <tr> <td>d.</td> <td>The Contractor shall submit all updates to the School Provider Manual to the Department for review and approval.</td> <td>✓</td> </tr> <tr> <td>e.</td> <td>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.</td> <td>✓</td> </tr> </tbody> </table> | Vendor's Responsibility | Task Description | SSG is Capable and Complies | Section V.H.1. – Contractor Communication 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: <ul style="list-style-type: none"> • i. Definitions and abbreviations. • ii. Program overview. • iii. 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. • x. Claims submission and billing. • xi. 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. | ✓ | |
| Vendor's Responsibility | Task Description | SSG is Capable and Complies | | | | | | | | | | | | | | | | | | | | | |
| Section V.H.1. – Contractor Communication 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: <ul style="list-style-type: none"> • i. Definitions and abbreviations. • ii. Program overview. • iii. 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. • x. Claims submission and billing. • xi. 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. | ✓ | | | | | | | | | | | | | | | | | | | | | |

| | | |
|----|--|---|
| f. | 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. | ✓ |
|----|--|---|

School Provider Manual Experience (SOW V.H.1.a. thru V.H.1.e.)

SSG has vast experience creating comprehensive School Provider Manual that includes all topics that the DHHS requires. In support of the DHHS's Program, we will create and maintain the manual, making it available to direct service providers and school employees following DHHS's approval. We have worked on numerous state manuals. For the DHHS, we will create a manual that contains detailed instructions and information in the following areas:

- Glossary of Terms
- Program Overview
- Provider Enrollment Steps
- Direct Service Requirements
- Covered Services
- Provider credential requirements
- RMTS Overview
- Time Study Implementation
- Record keeping requirements
- Claims submission & reimbursement
- Interim payment process
- Annual cost reporting steps
- Annual Cost reconciliation and payment
- System guides
- Quality Assurance

The manual will be a mix of clear narrative and graphic illustrations to accommodate a variety of learning styles. Moreover, we will have this guide accessible in paper and electronic format in a number of easy to access locations such as within e-SivicMACS, the DHHS program webpage, and SSG's resource page.

Written Materials

Our written materials include user manuals, desk reference guides, and a FAQs document.

- **User Manual:** An in-depth guide to all the functionality in the system broken out by user role. This includes a step-by-step process of how to perform functions in e-SivicMACS with screenshots and examples.
- **Desk Reference Guide:** This is a short one-page document that users can have at their fingertips detailing the critical steps a user might perform on a daily basis.
- **FAQs:** This document consolidates a list of the answers to common questions we know that users tend to have when working on school-based health programs and using SSG's e-SivicMACS e system.

CC-2

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

Response:

SSG is highly capable and fully complies with all scope of work requirements below.

| Vendor's Responsibility | Task Description | SSG is Capable and Complies |
|---|--|-----------------------------|
| Section V.H.2. – Contractor Communication Newsletter | | |
| a. | The Contractor shall develop and publish an electronic school provider newsletter for school providers. The newsletter shall meet the following requirements: <ul style="list-style-type: none"> • i. 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. | ✓ |

SSG’s Newsletter Experience (SOW V.H.2 a. thru V.H.2.b)

As described in our response to Question V.H.1. above, SSG has a highly effective plan to communicate with participants through various methods including newsletters. On a quarterly basis, following approval from the DHHS, we will publish an electronic school provider newsletter for school providers that meets all DHHS’s requirements. SSG has created newsletters for other clients and understand that value that this type of material can bring to program performance. The SSG newsletter will include critical pieces of information for school districts such as:



Contractor Support

| Business Requirements | | |
|-----------------------|--|--|
| Req # | Requirement | |
| CS-1 | Bidder must meet all requirements in Section V.I.1. Describe how your solution meets these requirements. | |
| | Response: | |
| | SSG is highly capable and fully complies with all scope of work requirements below. | |
| | Vendor's Responsibility | Task Description |
| | | SSG is Capable and Complies |
| | Section V.I.1. – Contractor Support | |
| | Help Desks | |
| | a. | RMTS Help Desk <ul style="list-style-type: none"> • 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. • v. 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: <ul style="list-style-type: none"> ○ 1) The name of the school provider or direct service provider. ○ 2) The school district in which the direct service provider practices. ○ 3) The general nature of the call. ○ 4) 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 |
| | | ✓ |

| | | | |
|--|----|--|---|
| | | <ul style="list-style-type: none"> • days of receipt. • x. 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. | |
| | b. | <p>Cost Report Help Desk</p> <ul style="list-style-type: none"> • 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. • v. 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: <ul style="list-style-type: none"> ○ 1) The name of the school provider. ○ 2) The District in which the school provider is located. ○ 3) The general nature of the call. ○ 4) The resolution to the call. | ✓ |

Technical Support through the SSG Help Desk (SOW V.I.1.a.i. thru V.I.1.x.and V. I.1.b.i. thru V.1.b.viii.)

The SSG Help Desk provides technical support for the e-SivicMACS system, addressing all DHHS requirements for the support of both RMTS and Cost Reporting inquiries. It includes troubleshooting issues and providing resolution, as well as workarounds if necessary. If required, the Help Desk will escalate to either the Project Manager or the appropriate technical staff Lead. If the issue is not resolved at this level, it is escalated to the Project Director, IT Lead, or Company Leadership.

SSG will provide the following support services to the DHHS:

- Administrative and technical support available via telephone 8 AM to 5 PM CST, Monday through Friday, excluding state and federal holidays;
- Continual updated system documentation and FAQ available online on our system homepage;
- 24/7 access to the system application(s), reports and data;

- Structured version control; and
- System security, backup, and recovery procedures and equipment to meet the DHHS's standards.

SSG Offers Two Levels of Help Desk Support

Level 1: For security access issues, screen navigation questions, user systems access, and basic business functions.

SSG provides the DHHS after-hours help desk call center resources to aid providers whenever they might be doing their work.

The SSG Help Desk/Customer Support Team will be responsible for receipt of all telephone, email, and project website inquiries. The Help Desk, located in Utica, New York, utilizes a toll-free telephone line with an staffed after hours call center. Help Desk staff will answer the questions or, if needed, route the call to the Project Team member. Calls that are not answered by the Help Desk's staff after a fixed number of rings are routed to a SSG Project Team member. Typically, when a user calls for technical assistance, a Level 1 Customer Support Team member will answer the question, which might include help with simple problems or general "how-to" questions.

Level 2: For more complex issues.

The user is passed on to the Level 2 team member. Level 2 questions may, for example, deal with advanced features, questions on system functionality, and possible product bugs or failures. If necessary, the inquiry will be escalated to a SSG Project Team member.

Additionally, our Project Manager is available anytime to provide assistance and policy advice, as needed. Our Project Team also offers expert advice and best practices based on our experience with state and federal policy changes.

| CS-2 | Bidder must meet all requirements in Section V.I.2. Describe how your solution meets these requirements and provide a draft training plan to document how this will be achieved. | | | | | | | | | | | | | | | | |
|---|---|-----------------------------|-------------------------|------------------|-----------------------------|---|--|--|----|---|---|----|---|---|----|---|---|
| | Response: | | | | | | | | | | | | | | | | |
| | SSG is highly capable and fully complies with all scope of work requirements below. | | | | | | | | | | | | | | | | |
| | <table border="1"> <thead> <tr> <th data-bbox="279 358 489 418">Vendor's Responsibility</th> <th data-bbox="499 358 1325 418">Task Description</th> <th data-bbox="1335 358 1528 418">SSG is Capable and Complies</th> </tr> </thead> <tbody> <tr> <td colspan="3" data-bbox="279 423 1528 483">Section V.I.2. – Contractor Support Training</td> </tr> <tr> <td data-bbox="279 483 489 532">a.</td> <td data-bbox="499 483 1325 532">The Contractor shall develop an Annual Training Plan and conduct training classes for school providers.</td> <td data-bbox="1335 483 1528 532">✓</td> </tr> <tr> <td data-bbox="279 537 489 1360">b.</td> <td data-bbox="499 537 1325 1360"> The Contractor shall create an Annual Training Plan that includes, but is not limited to, the following: <ul style="list-style-type: none"> • i. The number of training classes the Contractor will conduct during the coming year. <ul style="list-style-type: none"> ○ 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: <ul style="list-style-type: none"> ○ a) Cost report system. ○ b) The RMTS. ○ c) Audit policies and procedures. ○ d) 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. ○ i) Trending training needs based upon summary of calls and emails received by the RMTS and Cost Report Help Desk. </td> <td data-bbox="1335 537 1528 1360">✓</td> </tr> <tr> <td data-bbox="279 1365 489 1421">c.</td> <td data-bbox="499 1365 1325 1421">The Contractor shall provide the Annual Training Plan to the DHHS for review and approval. The DHHS may direct the Contractor to modify the</td> <td data-bbox="1335 1365 1528 1421">✓</td> </tr> </tbody> </table> | | Vendor's Responsibility | Task Description | SSG is Capable and Complies | Section V.I.2. – Contractor Support Training | | | a. | 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: <ul style="list-style-type: none"> • i. The number of training classes the Contractor will conduct during the coming year. <ul style="list-style-type: none"> ○ 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: <ul style="list-style-type: none"> ○ a) Cost report system. ○ b) The RMTS. ○ c) Audit policies and procedures. ○ d) 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. ○ i) Trending training needs based upon summary of calls and emails received by the RMTS and Cost Report Help Desk. | ✓ | c. | The Contractor shall provide the Annual Training Plan to the DHHS for review and approval. The DHHS may direct the Contractor to modify the | ✓ |
| Vendor's Responsibility | Task Description | SSG is Capable and Complies | | | | | | | | | | | | | | | |
| Section V.I.2. – Contractor Support Training | | | | | | | | | | | | | | | | | |
| a. | 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: <ul style="list-style-type: none"> • i. The number of training classes the Contractor will conduct during the coming year. <ul style="list-style-type: none"> ○ 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: <ul style="list-style-type: none"> ○ a) Cost report system. ○ b) The RMTS. ○ c) Audit policies and procedures. ○ d) 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. ○ i) Trending training needs based upon summary of calls and emails received by the RMTS and Cost Report Help Desk. | ✓ | | | | | | | | | | | | | | | |
| c. | 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. | ✓ |

Effective Training Methods and Materials (SOW V.I.2.b.ii.a. thru V.I.2.b.ii.i.)

SSG is only the vendor to offer a dedicated training program through a Learning Management System, LearnUpon, in addition to other methods such as in-person sessions, webinars, recorded trainings, and written materials.

SSG has extensive experience creating and delivering highly-effective training and instructional materials, covering numerous topics including our proven e-SivicMACS RMTS and cost reporting capabilities, audit policies and procedures, reports, and more. We provide our training in a variety of formats including in-person, webinar, and pre-recorded formats.

Training Philosophy and Approach

SSG has established training programs with great success across our RMTS, MAC, and Cost Reporting and Settlement projects. Our training program is highly customized and includes an assessment of pre-training needs, development of a custom Training Plan, and preparation of a training curriculum. SSG draws upon adult learning methods and training research in developing our programs. We continuously refine our training materials based on our field work and feedback from our trainees.

We understand that training for agency staff is critical to ensuring that federal and state requirements are met, while ensuring the program is operating efficiently for the maximum level of federal recoveries. SSG's Training Team Lead will provide training to DHHS and the school districts on the RMTS, MAC, and cost settlement.

Training Environment

SSG establishes a separate training environment within the systems to facilitate an instructional approach. This approach affords individuals the opportunity to interact with the system in a manner that does not interfere with the integrity of the data in the production environment.

Effective Training Methods and Materials

SSG's two decades of school-based claiming experience has proven that project success requires the understanding of all users about their role in the school-based claiming process, and how they can accomplish the objectives of that role using the e-SivicMACS system. To that end, SSG provides the following channels of communication:

- Training materials and a training curriculum tailored to specific user groups; and
- Training materials and a training curriculum that teach:
 - Why the user is being asked to do Medicaid Administrative Claiming or Cost Settlement activities;
 - What the user is being asked to enter or view in e-SivicMACS; and
 - How the user can perform those functions.

These materials are presented in a variety of methods to account for both different learning styles and the fact that busy schedules often require flexibility in how and when materials are consumed. To meet these varying needs, SSG offers live trainings, webinar trainings, and recorded lessons.

Please see *Appendix D: Example Training Slides* in *RFP 110145 O3 SSG File 2 of 3* for a sample of our training presentation.

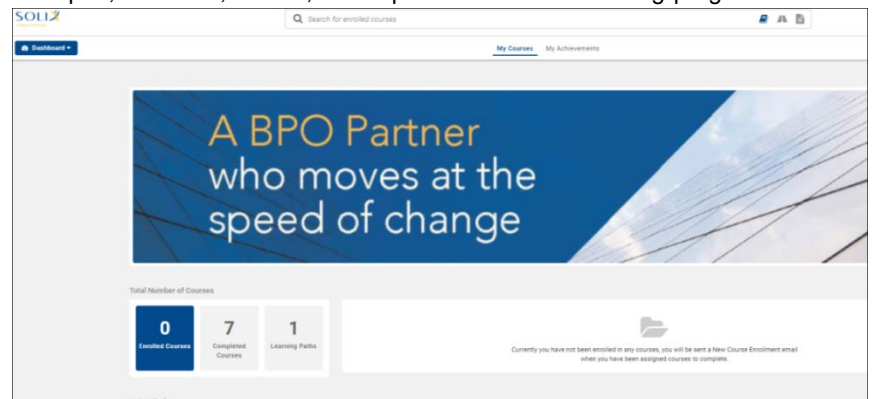
Custom Learning Management Programs

SSG will leverage a best-in-class learning management software (LMS), LearnUpon, to create, deliver, and report on a custom training program for DHHS. This program will include a set of courses designed specifically for DHHS's to ensure subject matter mastery and track to the individual user training lesson comprehension.

Live, In-Person Training

Our live trainings are led by experienced staff onsite at the DHHS's locations. These trainings include:

- **User Specific Training Slides:** A user-specific curriculum is developed for each training session and custom training slides are provided to trainees as reference tools.



- **Hands-On Exercises:** When appropriate, SSG will use hands-on training exercises for trainees so that they can get a feel for how to navigate and interact with the system. This includes methods such as interactive games, polls, and quizzes.

Webinars

Our live webinar trainings mirror much of the in-person trainings but offer the flexibility for trainees to attend from their own workspace. These webinars include:

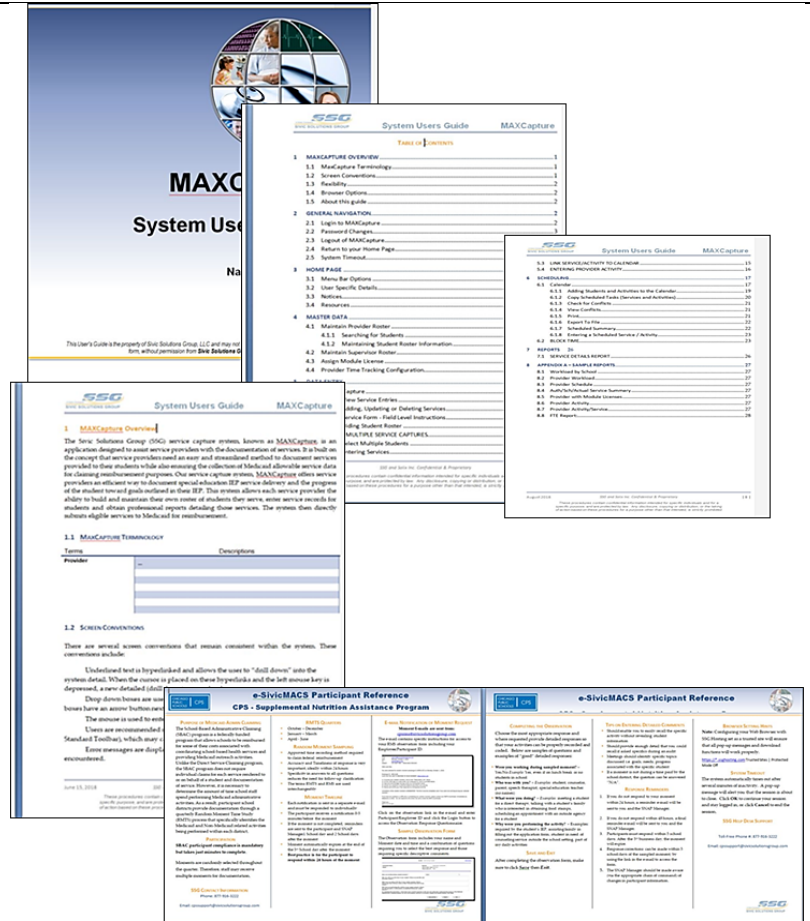
- **Live Trainer:** The same experienced trainers who lead onsite sessions are the trainers for our webinars, ensuring consistency across training, regardless of the delivery channel.
- **Interactive Q&A:** SSG knows the value of real-time questions and answers to the effectiveness of training. Our webinars allow for both a chat area for questions, as well as time for questions over the phone to the trainer. Often, SSG will have two trainers for our webinars to ensure that chat questions are taken care of quickly without disrupting the flow of the training for the rest of the attendees. Our webinars use a variety of training methods in order to constantly engage participants. We use a combination of live Q&A, polls, and quizzes to make sure participants are fully engaged and retain the knowledge. Also, after every webinar, a survey is provided to the participants, allowing us to constantly change and meet the demands of the clients while providing the highest quality training. Every webinar participant will be given a certificate of completion.

Pre-recorded Sessions

Our pre-recorded trainings provide maximum flexibility, allowing staff to take training at their convenience or review specific training topics as questions arise. These recordings can include:

- **Registration List:** We can track who has viewed the recorded trainings.
- **Quiz & Test:** We are able to have various knowledge checkpoints in the form of quizzes or tests to ensure that trainees comprehend the information presented.
- **Certificates of Completion:** We can generate certificates of completion for attendees if there is a need for a physical validation of course participation and mastery.

If requested, we will share attendance records with the DHHS for your records.



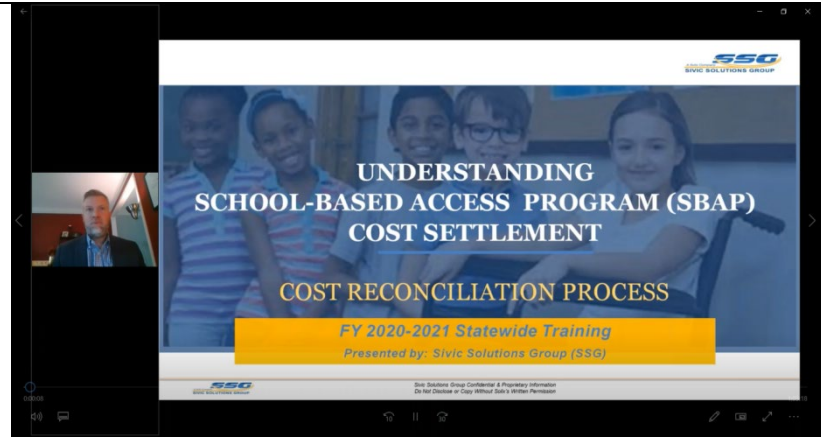
Development of an Effective Training Plan (SOW V.I.1.a.; V.I.1.b.i.a. thru V.I.1.b.i.b.; and V.I.1.c. thru V.I.1.h.)

The SSG Team will develop a Training Plan to include the training approach and curriculum for all DHHS’s system users. The Training Plan will outline the objectives, needs, methodology, strategy, and curriculum. It will specify the number of training classes to take place (which will not be less than five sessions per year), as well as three quarterly online system trainings per year. Additionally, the Training Plan presents the activities needed to support development of training materials, coordination of training schedules, reservation of personnel and facilities, planning for training needs, and other training-related tasks. The Training Plan will be put into effect upon the approval of the DHHS.

Our Training Plan in support of the DHHS’s project will be modeled after those developed and proven effective for numerous clients. The training format and content will be discussed and finalized with the DHHS’s Management Team prior to delivery to system users.

SSG believes that effective training is imperative to ensuring that program revenues are maximized and compliance is maintained. SSG will utilize the various methods describes previously to provide training to all stakeholders.

SSG recognizes that training is a critical component to ensuring program compliance and participant engagement, as illustrated below.



Onsite

- SSG commits to a minimum of five onsite training sessions each year across teh state

Webinar

- SSG commits to a minimum of five instructor-led trainings annually
- New staff
- SSG is willing to train new staff via webinars on an as-needed basis
- Four trainings (one a quarter)

Ad Hoc

- Recorded sessions
- Our innovative training site and desk guides allow users to train on their own time and pace
- Needs-based
- Upon SSG review of data, we will work in conjunction with the DHHS to train LEAs who, data shows, are struggling with the program

The following table provides the proposed contents and the process of developing the Training Work Plan.

| What | How |
|--|--|
| Project kickoff to review SSG training plan templates and checklist; identify points of contact and responsible parties | Meeting |
| Finalize training work plan; describe the plan's purpose, scope and approach | Document |
| Confirm roles; conduct pre-training needs assessment and coordinate training for each user group | Document, interviews |
| Develop training methods (online, webinar, onsite); develop training schedule; confirm training locations and training infrastructure (projector, internet access, etc.) if onsite | Meeting, telephone, and email |
| Finalize curriculum (sign-off by the DHHS's Management Team) | Meeting and email |
| Invite all participants; confirm attendance | Email / department intranet / SSG training registration website |
| Conduct training sessions | Online, webinars, and onsite sessions |
| Post-training testing and evaluation | Evaluation forms; evaluate and analyze feedback; incorporate recommendations into future training session |
| Additional resources | Online provider user manual and help desk, and customer support staff assistance via email, telephone, and onsite visits |

Development of Annual Training Schedule

Each year SSG will develop a training schedule for the next 12 months, realizing that the schedule could change as issues arise. The following table provides our proposed training opportunities for the DHHS's Program.

| Training Session | Frequency | Participants | Purpose |
|--|--|--|--|
| 1. Project Leadership Training Session | Onsite | <ul style="list-style-type: none"> ■ DHHS Program Staff ■ LEA Coordinators from several LEAs ■ SSG staff, led by the Project Manager and Training Lead | <ul style="list-style-type: none"> ■ Review the program, including Medicaid requirements ■ Provide an overview of the cost reporting and cost settlement processes ■ Demonstrate customized e-SivicMACS system ■ Review SSG Field Audit process |
| 2. Initial Regional Financial Training | <p>Onsite, at four locations, within 60 working days of contract beginning</p> <p>Webinar(s) will also be conducted several weeks before the development of the initial annual cost settlement</p> | <ul style="list-style-type: none"> ■ DHHS Program Staff ■ LEA Coordinators and Finance Officers ■ SSG Staff, led by the Project Manager and Training Lead | <ul style="list-style-type: none"> ■ Provide an overview of the cost reporting and cost settlement processes ■ Review use of MER, IEP ratio and indirect cost rate ■ Review the development and use of IEP MER ratio ■ Review and demonstrate the cost settlement process ■ Review DHHS quality assurance program, including onsite Field Audit process ■ For the webinar, demonstration of e-SivicMACS for cost data uploads, claim development, cost settlement development, CPE certification, financial monitoring |
| 3. Ongoing Annual Cost Settlement Financial Training | Onsite | <ul style="list-style-type: none"> ■ DHHS Program Staff ■ LEA Finance Officers ■ SSG staff, including the Cost | <ul style="list-style-type: none"> ■ Train new LEA financial staff on requirements of the cost reports, and provide refresher training that may be |

| | | | | | |
|--|-----------------------|-------------------------|--|--|--|
| | | | Settlement Lead when changes are implemented | <p>needed since the process is only annual</p> <ul style="list-style-type: none"> ■ Report on current program participation and revenue ■ Discuss most recent Newsletter articles ■ Review results of the DHHS's prior year's quality assurance program, including onsite Field Audits ■ Discuss questions and concerns of LEA staff | |
| | 4. SSG's DHHS Website | 24 hours, 7 days a week | <ul style="list-style-type: none"> ■ All participating and interested LEA staff | <ul style="list-style-type: none"> ■ Contains newsletters, training presentations, user guides, FAQs, etc. | |

SECTION VI: CORPORATE OVERVIEW

Organizational Background and Experience

Since 1998, SSG has been providing consulting and systems services to school districts, child welfare agencies, and state human service agencies across the United States.

Sivic Solutions Group, LLC (“SSG”), a Solix, Inc. (“Solix”) company, is incorporated in the State of New York as a Limited Liability Company. Founded in 1998, SSG provides consulting, systems, and support services to state and county health and human service agencies, and school districts across the country. In 2017, SSG was acquired by Solix, a 100% U.S.-based Corporation providing customer care, business process outsourcing (BPO) services, Business Process as a Service (BPaaS), and technology solutions for public and private sector clients.

Sivic Solutions Group Customers and Programs




| Education (K-12) | Health & Human Services | Systems |
|--|---|---|
|  <ul style="list-style-type: none"> ▪ One-stop solution for Medicaid revenue recovery (direct & administrative claims) ▪ Recover over \$190M per year of Medicaid funds for our existing customers ▪ Track and manage all qualifying services and activities for public and private schools (K-12) |  <ul style="list-style-type: none"> ▪ Grants management, cost allocation and revenue enhancement ▪ Eligibility, compliance review and rate setting ▪ Program expertise in Medicaid, Child Welfare, TANF, Foster Care, CHIP, SSI, Workforce Investment and state plan amendments |  <ul style="list-style-type: none"> ▪ Statewide Finance Management Systems ▪ Medicaid Management Information Systems (MMIS) ▪ Case Management Systems ▪ Data Warehousing and Analytics |

Exhibit 1. SSG’s Customers and Programs – At a Glance

Solix is headquartered in Parsippany, NJ, and SSG’s Operations Center is located in Utica, NY. Our Medicaid Consultants are geographically located near our clients. **Our proposed Project Director is located a short drive from Lincoln and other staff are available for on-site**

support as needed. Solix and SSG hold major client contracts across the United States. The map below illustrates our current geographic footprint.

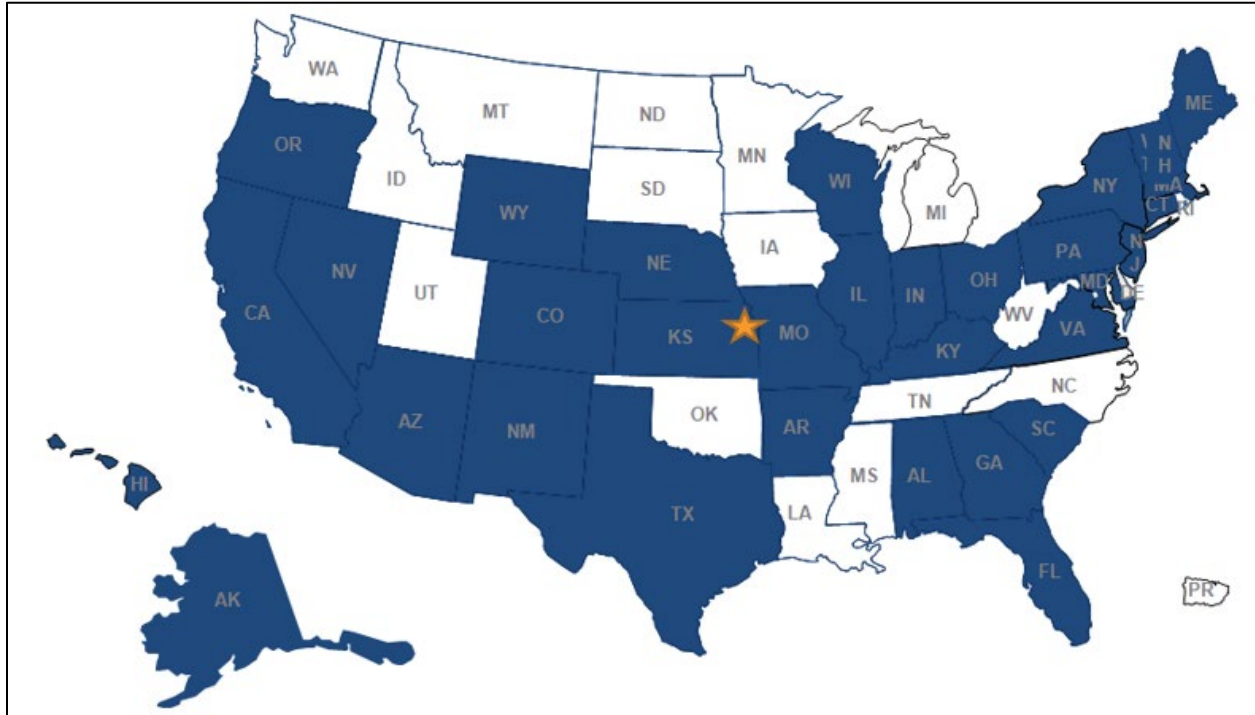


Exhibit 2. SSG and Solix support world-class clients across the United States, providing consulting, recovery of federal funds, and program administration services. Our proposed Project Director is near Lincoln.

SSG is a consulting firm with an esteemed national reputation in Medicaid. Our consultants have decades of experience in support of Medicaid issues. We are currently engaged in more than 35 projects involving Fee-For-Service Medicaid Claiming, Medicaid Administrative Claiming, design and implementation of time studies, rate reimbursement, audit compliance reviews, and cost settlements. SSG’s impeccable record enables us to secure the trust and confidence of our state, county, and school district clients, as well as with our federal partners. We are proud of our outstanding customer service and work products, as well as our extensive knowledge of and strict compliance with laws and regulations.

SSG is a Proven Medicaid-in-Schools Provider

SSG serves a major market share in the Medicaid in Schools program, with a proven record of long-term reliable partnerships in places such as Chicago Public Schools, Orange County (Orlando) Public Schools, Albuquerque Public Schools, as well as for Washington DC and Florida statewide administrative claiming, and Pennsylvania statewide cost settlement and

SSG is one of top vendors in the nation in providing School-Based Medicaid Claiming services in ALL required areas in the DHHS’s RFP No.110145 O3.

auditing. The map below illustrates our national experience in providing school-based Medicaid program support.

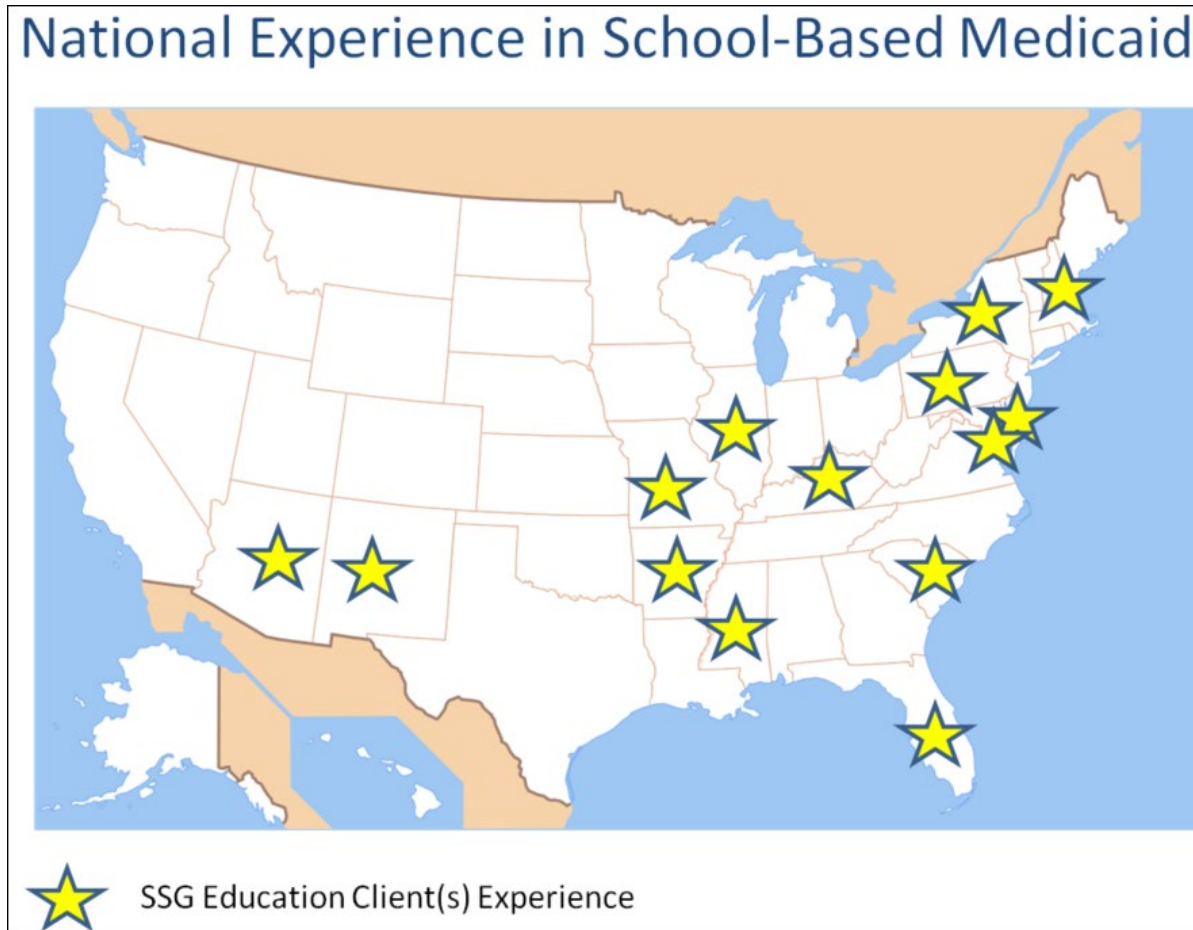


Exhibit 3: SSG provides school-based Medicaid program support to clients throughout the United States.

Our proposed web-based system, e-SivicMACS, includes RMTS, cost settlement, and audit modules, and has been used in many states including Pennsylvania, Kentucky, Florida, and the District of Columbia. With our base of projects and successful project expansions, SSG has demonstrated consistent, superior services at very competitive prices. By selecting SSG, the DHHS can be assured of minimal transition time to continue the program services.

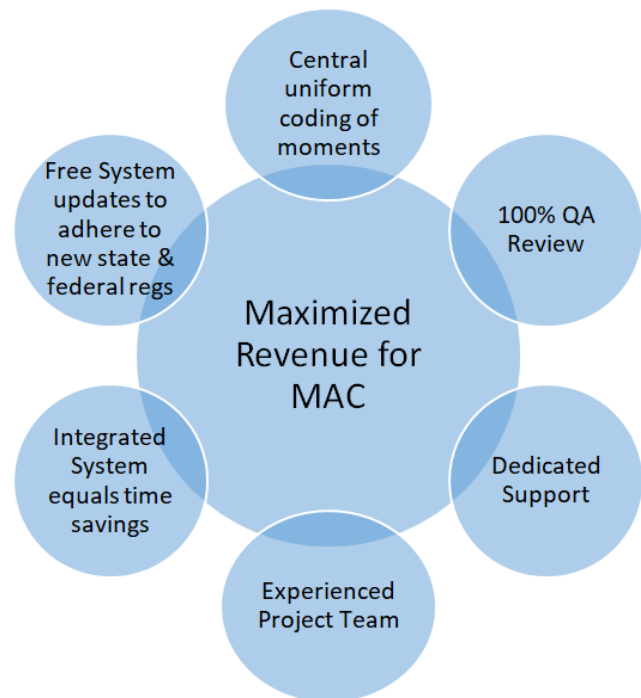
SSG's system, e-SivicMACS, contains all the required elements of this scope within a single application.

SSG's Customers and Programs

SSG has a track record of working with school districts of all sizes, consortiums, and state agencies to maximize School Health Services program funding.

SSG has broad experience implementing Medicaid claiming in schools. SSG utilizes a combination of centralized coding, outreach and training to districts, and an easy-to-use system to make sure that all allowable dollars for the administration of the Program are realized.

To maintain the integrity of the Program's Medicaid claiming, SSG will ensure full compliance with federal and state rules. From our experience over the past decade with Medicaid in Schools, we recognize that it is critical to start with a clear understanding of the rules; followed by effective communication of the federal and state rules to state and school staff through Program guidance documents and periodic trainings. Finally, periodic auditing of RMTS and CPE reimbursement methodology and implementation practices is important to ensure that the program is compliant with all state and federal policy.



Assistance in Reviewing New Modes of Revenue Recovery and Risk Management

Our proposed staff members have extensive experience reviewing policy procedures and assisting clients in developing State Plan Amendments, implementation guides, and process documents. In addition, SSG is continually looking for other areas of revenue that might impact the Program.

SSG brings to the DHHS an unmatched set of qualifications and experience to deliver a successful CPE reimbursement solution. SSG's method to provide a successful reimbursement solution to the DHHS, is described in our proposal.

A summary of our unique abilities is provided in the below table.

| Capability | SSG Has... |
|--|---|
| CPE Reimbursement Experience | Vast experience with school-based cost settlement projects in other states. Over 30 RMTS for states, individual school districts, and health and human services agencies across the country |
| Transition of CPE Solutions | Successfully transitioned CPE reimbursement projects from other vendor in three states |
| Proven Systems | Software solutions for RMTS and cost settlement that can be easily configured to state business rules |
| Experienced Staff | Over 35 years of combined experiences working on cost settlement and RMTS projects |
| Proprietary Quality Assurance Systems Module | A unique method for review of data quality, established process for monitoring review, and no Medicaid disallowances for any client project |
| New Set of Eyes on the Program | A proven solution on “day one” of the contract with the added value of a fresh perspective on Program operations and opportunities. |

School District Medicaid Services

SSG has extensive experience providing Medicaid billing services to school districts and state Medicaid programs across the country. To demonstrate our experience working on similar programs to that of the DHHS, the table below provides a listing of SSG’s efforts in assisting school districts with the administration of their school-based Medicaid programs.

Please see *Proprietary Table 1* in *RFP 110145 O3 SSG File 2 of 3* for a list of the school-based Medicaid programs that SSG supports.

Cost Settlement

SSG has experience working on cost settlement from both the district and state level, providing a full understanding of what it requires to operate a successful cost reconciliation program.

SSG has experience working on Cost Settlement projects in four different states. Our experience includes every step of the cost settlement process from drafting the initial State Plan Amendment (SPA) in Missouri to on-time completion of cost reports for 537 school districts in Pennsylvania for five straight years.

Not only has SSG successfully operated statewide cost reconciliation programs in several states, but we have assisted multiple school districts with the completion of the annual cost settlement process. Few companies can bring the knowledge of cost settlement from both the state and district level. This is important because SSG and the staff assigned to the DHHS project know first-hand the critical elements required to successfully operate cost settlement from all perspectives.

SSG Has Never Been Subject to a Medicaid Disallowance

SSG prides itself on high-quality customer service and products, and our strict adherence to laws and regulations. SSG has never been subject to a Medicaid disallowance by CMS or OIG. This unblemished record enables SSG to secure the trust and confidence of our state and school district clients, as well as our federal partners.

SSG has a proven system to ensure that state Medicaid claims are in full compliance with all applicable state and federal regulations.

The philosophy of our Company is based on providing the best customer service, using the best systems in the industry, and building strong relationships with our clients.

SSG Increases Revenue and Provides Best-in-Class Customer Service

SSG has a proven track record of not only unparalleled compliance, but also increasing revenue for school districts with a high level of customer service. Each year, SSG processes hundreds of million in Medicaid claims for school clients.

SSG provides the DHHS the best combination of compliance and revenue recovery. Moreover, we understand that to achieve these results requires a partnership with our clients and an unwavering commitment to customer service. In fact, using the Net Promoter System (NPS) to gauge customer satisfaction, the DHHS can see that we are consistently rated by our clients as “world class” in terms of the level of service that we provide.

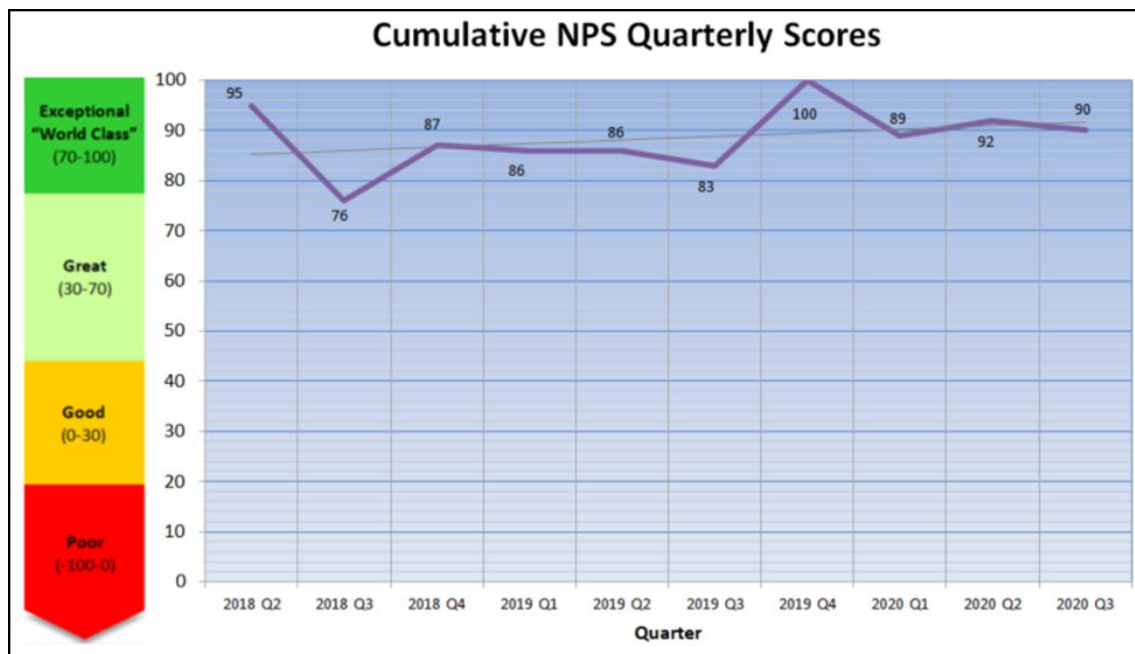


Exhibit 4: A summary of corporate Net Promoter Survey results from 2018 to 2020

Examples of Increasing or Maintaining Federal Revenues

SSG has vast experience increasing Medicaid and other federal revenues and/or improving operations for clients. Please see *Proprietary Tables 2 and 3 in RFP 110145 O3 SSG File 2 of 3* for success story examples.

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.

Our firm's identification and background information are shown below:

Sivic Solutions Group, LLC
10 Lanidex Plaza West, Suite 300
Parsippany, NJ 07054

- Formed August 25, 1998, under the company's former name, Vishnusoft, LLC
- Incorporated in the State of New York as a Limited Liability Company
- Current Owner: Solix, Inc., as of June 1, 2017

B. Financial Statements

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.

In business since 1998, SSG has a history of tremendous growth and financial strength, operating without debt, and maintaining adequate cash flow to support our business operations. SSG has never filed for bankruptcy.

Additionally, SSG has the backing, financial support, and extensive resources of our parent company, Solix, Inc. ("Solix"). With more than 800 employees and contractors, Solix provides services to government and commercial clients in more than a dozen states. Solix is a financially stable company and has never filed for bankruptcy.

Please see *Proprietary Financial Information in RFP 110145 O3 SSG File 2 of 3* for our most recent financial statement.

Additionally, a non-publicly held firm should provide a banking reference.

Please see below for our banking reference:

Sharon Landgraf
Senior Vice President
PNC Bank
Two Tower Center Blvd.
East Brunswick, NJ 08816
Tel: 732-220-3038
Fax: 732-220-3503

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.

Both SSG and Solix have a strong track record of regulatory compliance and business integrity. Neither organization has court judgments, pending or expected litigation, or other real or potential financial reversals which might materially affect the viability or stability of the organization.

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

SSG understands and agrees.

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.

SSG does not anticipate a change in ownership or control within the next 12 months.

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.

We have Consultants throughout the United States, and the highly experienced team that we have assembled to support the DHHS are primarily located in our Utica, NY office. The proposed Project Director, Aaron Link, is based out of Kansas City.

E. Relationship 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.

SSG has been selected as a qualified vendor for program evaluation services because of the DHHS's 2019 Request for Qualification for Contractual Services (RFQ # 97499 O3). Also, SSG's parent company, Solix, Inc., provides E-rate Program services to The Jesuit Academy in Omaha.

In addition, our proposed staff member, Lisa Rich, contracted with the State of Nebraska through Valaista, Inc., giving her invaluable experience working with the State. Valaista held two contracts with the State of Nebraska to provide child welfare consulting services in 2016 and 2017. In support of the first contract, Valaista provided an assessment of the child welfare service array and offered suggestions for enhancements. The second contract included support to implement recommendations from the assessment.

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.

SSG has not listed any former employee of the State of Nebraska in this proposal. Neither SSG nor Solix employs or contracts with any current employees of the State of Nebraska, as well as any person(s) employed by the State within the past 36 months.

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.

Neither SSG nor Solix has had a contract terminate in the past 10 years.

H. Summary of Contractor's Corporate Experience

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

The contractor should address the following:

1. Provide narrative descriptions to highlight the similarities between the contractor's experience and this solicitation. These descriptions should include:

a. The time period of the project;

b. The scheduled and actual completion dates;

c. The Contractor's responsibilities;

d. For reference purposes, a customer name (including the name of a contact person, a current telephone number, a facsimile number, and e-mail address); and

e. Each project description should identify whether the work was performed as the prime Contractor or as a Subcontractor. If a contractor performed as the prime Contractor, the description should provide the originally scheduled completion date and budget, as well as the actual (or currently planned) completion date and actual (or currently planned) budget.

Please see *Proprietary Table 4* in *RFP 110145 O3 SSG File 2 of 3* for a list of three client references.

Also, please see *Proprietary Table 5* in *RFP 110145 O3 SSG File 2 of 3* for an at-a-glance list of other school-based Medicaid programs that SSG supports.

2. Contractor and Subcontractor(s) experience should be listed separately. Narrative descriptions submitted for Subcontractors should be specifically identified as Subcontractor projects.

SSG does not plan to utilize a subcontractor to perform the scope of this RFP.

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.

SSG does not plan to utilize a subcontractor to perform the scope of this RFP.

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.

SSG Has the Resources to Meet the DHHS's Requirements

Each of the personnel proposed for this project is a seasoned and skilled Consultant, with not only the requisite expertise, but also relevant background to ensure success in maximizing federal reimbursement for the DHHS's project.

Our operations and information technology center houses a team of highly trained and experienced Application Developers who are experts in systems development and data processing operations for web-based case management systems, schools and social services federal revenue recovery, third-party liability, and other revenue enhancement projects. The SSG Team performs all application development and data processing tasks, as well as related technical services for education revenue maximization projects on behalf of state, county, and school district clients.

We take pride in performing our client project functions in-house using our own HIPAA-compliant facilities and resources; and we do not subcontract our work.

Project Team Organizational Chart

Please see *Proprietary Tables and Chart – Organizational Chart* in RFP 110145 O3 SSG File 2 of 3 for the reporting structure of our proposed Project Team.

SSG Project Team

SSG's staff members are exceptionally qualified in schools-based Medicaid programs policy, and related technical systems. Our Consultants are very familiar with school Medicaid claiming through providing and managing similar services for educational departments throughout the country. In this section we discuss the qualifications for the team members who will perform the tasks related to the DHHS's project.

Three-Tiered Staffing Model

Project Management Team

Our proposed Project Management Team is comprised of the Project Director, Project Manager, as well as an Advisory Group supporting the project. The Project Management Team will work closely with the DHHS to provide their perspective on proposed solutions and recommend the most effective way to address challenges as they arise. This Team has knowledge, mastery, and

expertise in their designated areas, along with experience in other aspects of this project so that all staff can work cooperatively on the tasks included in the Scope of Work.

Please see *Proprietary Table 6* in *RFP 110145 O3 SSG File 2 of 3* for an at-a-glance look at our Project Management Team's experience, as well as *Proprietary Table 7* for our team member biographies.

Project Team Leads

The second tier of staff consists of additional key personnel within each of the following functional project teams:

- Quality Assurance;
- RMTS/MAC;
- Training;
- Systems; and
- Help Desk.

Please see *Proprietary Table 7* in *RFP 110145 O3 SSG File 2 of 3* to learn more about our Project Team Leads.

Team Members

The third tier of staff consists of the team members within each functional team. These SSG Team members perform critical functions in the delivery of services.

Team Resumes

For resumes of all SSG personnel, please see *Proprietary Resumes* in *RFP 110145 O3 SSG File 2 of 3*.

J. Subcontractors

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

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

SSG will perform all services and support related to RFP # 110145 O3 without the aid of a subcontractor.