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## Nebraska Department of Health and Human Services Program Integrity Case Management (PICM) / Fraud Abuse Detection (FADS) Analytics

Request for Proposal Number: RFP 122125 O3

July 10, 2025





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July 10, 2025

Dhinesh Santhakumar  
Procurement Contract Officer  
Nebraska Department of Health and Human Services  
301 Centennial Mall South, 5th Floor  
Lincoln, NE 68508

**Subject: Response to RFP 122125 O3 - Program Integrity Case Management (PICM) / Fraud Abuse Detection (FAD) Analytics solution**

Dear Mr. Santhakumar:

Deloitte<sup>1</sup> is pleased to present this proposal to the State of Nebraska, Department of Health and Human Services (DHHS) in response to your **Request for Proposal #122125 O3, PICM / FAD Analytics** solution. We have reviewed the requirements in your RFP and have assembled a team with the depth of experience and skills to meet your needs and an out-of-the-box solution that exceeds your required functionality.

Deloitte's Program Integrity practice is dedicated to supporting Nebraska DHHS and your program integrity professionals, program administrators, investigators, analysts, and external stakeholders. Our solution drives increased productivity, efficiencies, and output in a cost-effective manner by being a one-stop shop for fraud detection algorithms, case management, and enabling various stakeholder workflows. These features are delivered through Deloitte's Program Integrity Software-as-a-Service (SaaS) solution Pallium™. Pallium meets your stated needs of providing a data analytics component to triage, validate, and escalate fraud, waste, and abuse (FWA) leads; and a case management solution to manage the process, communications, alerts, assignments, documentation, status, and results of each case.

Our team brings a passion for delivering high-quality client service and a commitment to achieving the objectives of the PICM/FAD Analytics solution. Furthermore, our firm has spent decades serving the State of Nebraska and with over 250 Deloitte employees calling Nebraska home, we have incredible pride in what we do and a vested interest in delivering successful solutions to DHHS. This blend of Medicaid, Program Integrity, and Nebraska-specific experiences positions us to deliver a superior solution for the State, with the following elements highlighting the uniqueness of our team and approach:

- **Our Ongoing Commitment to the State of Nebraska.** Deloitte has partnered with the State of Nebraska for over 20 years. We know Nebraska and specifically, we know Nebraska Medicaid. We will leverage the experience of our current Data Management Analytics (DMA) team (supporting since November 2017) to better configure the Pallium platform. As part of the DMA project, our team helped to build static program integrity "algorithms", and we will build upon this experience to implement a full scale, AI-enabled platform for the PICM/FAD solution.
- **Proven PICM/FAD Performance with Significant Return on Investment.** We have a demonstrable track record of providing Program Integrity services and solutions to multiple State Medicaid agencies [REDACTED]

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<sup>1</sup>As used in this document, "Deloitte" means Deloitte Financial Advisory Services LLP, and its subsidiary Deloitte Transactions & Business Analytics LLP; Deloitte Consulting LLP, which provides consulting services; Deloitte & Touche LLP, which provides audit and enterprise risk services, which provides financial advisory services. These entities are separate subsidiaries of Deloitte LLP. Deloitte Financial Advisory Services LLP will be responsible for the services and the other subsidiaries may provide services. Please see [www.deloitte.com/us/about](http://www.deloitte.com/us/about) for a detailed description of the legal structure of Deloitte LLP and its subsidiaries. Certain services may not be available to attest clients under the rules and regulations of public accounting.



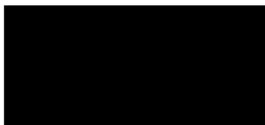
[REDACTED] which allows Nebraska to benefit from both our lessons learned as well as the continued investment in our platform's case management and fraud abuse detection capabilities. We couple this with our experienced team, which includes former State and Federal Healthcare Program Integrity leaders. Providing extensive subject matter expertise, these leaders work hand in hand with our engineers and data scientists to fully align our solution with the mission.

- **Extensive CMS Certification Experience.** We bring a wealth of experience in CMS certification, including recent experience effectively guiding state Medicaid agencies through both Medicaid Enterprise Certification Toolkit (MECT) and Streamlined Module Certification Outcomes-Based Certification requirements for the proposed PI module. We support our state clients with maintaining their certification, reporting to CMS, and maximizing their ability to obtain Federal Funding share.
- **An Implementation Approach that Aligns with MedDMS.** Our proposed strategy is to deploy the Pallium platform into Nebraska's existing cloud instance, supporting the State's strategy to assume ownership of the platform in the future. Our approach directly follows the MedDMS timeline and roadmap that the State has laid out for the overall modularized Medicaid ecosystem. We are confident that our approach leads to material cost savings for the State through its alignment to the unified hosting strategy.

Lastly, why this program and solution is important to me – Medicaid is often a lifeline for those who truly need the health insurance, medical care, and the benefits that it provides for them and their families. Our role to help states combat fraud, waste, and abuse in Medicaid so the budgeted funds go to the right providers and beneficiaries at the right time is not just a business role [REDACTED]

If you have questions or require additional information, please reach out to me at [REDACTED]  
[REDACTED] or to Dan Kinsella at [REDACTED].

Sincerely,



**Barton N. Bishop**

State Medicaid Program Integrity Leader  
Deloitte Financial Advisory Services LLP



**Dan Kinsella**

Nebraska Office Managing Partner  
Deloitte & Touche LLP



1. Corporate Overview

1.a. Bidder Identification and Information

**Deloitte has had the opportunity to serve the State of Nebraska for more than 20 years**, building on our 70-year local legacy of supporting the Nebraska community. Our commitment extends beyond client services; we are dedicated to making a meaningful difference in the lives of our neighbors through the **more than 30 Local Community Organizations and Boards** that our professionals belong to or actively support, including the Aksarben Foundation, United Way of the Midlands, Habitat for Humanity, Nebraska Chamber of Commerce. Deloitte is the recipient of the Governor’s



Wellness Award which demonstrates our commitment and dedication to incorporate a culture of health and wellness into our workplace.



Deloitte has a 175-year history of setting the standard for excellence and integrity and a US workforce of over 170,000 professionals across 108 cities. We provide a comprehensive risk and financial advisory, consulting, audit & assurance, and tax

services, we combine a global and national reach with deep local roots and focus.

Program Integrity is a well-established focus area within our practice, not a new business venture or afterthought. Our dedicated Program Integrity practice, with over 300 professionals, delivers an end-to-end offering for health care FWA prevention and recovery. This enables commercial, federal, and state health care organizations to effectively prevent and recover costs, limit risk, and increase efficiencies. With immediate access to a deep pool of subject matter experts (SMEs), medical professionals, data analysts, auditors, and investigators, we provide specialized expertise to tackle your most difficult program integrity challenges.

Deloitte is committed to the continued development of this group. We invest in both internal and external trainings as well as onboarding sessions for our entire PI practice. Our commitment is further demonstrated by our role as the title sponsor and leader at national anti-FWA conferences, including the National Association for Medicaid Program Integrity (NAMPI), National Health Care Anti-Fraud Association (NHCAA), and Medicaid Enterprise Systems Community (MESC). This commitment to training increases our ability to quickly ramp up operations at the Department.

Contractor Identification and Information	
Name:	Deloitte Financial Advisory Services LLP
Nebraska Office:	1100 Capitol Avenue, Suite 300 Omaha, NE 68102
Headquarters:	30 Rockefeller Plaza New York, NY 10112
Entity organization: (corporation, partnership, proprietorship)	Limited Liability Partnership
State in which the bidder is incorporated or otherwise organized to do business	Delaware
Year in which the bidder first organized to do business	Original entity founded in 1845. Current entity, Deloitte Financial Advisory Services LLP, became a limited liability partnership in 2003.
Whether the name and form of organization has changed since first organized	Yes, since Deloitte was founded in 1845, it has undergone numerous organizational changes. The bidder for this RFP is Deloitte Financial Advisory Services LLP, which is a subsidiary of Deloitte LLP. Please



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## Contractor Identification and Information

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see [www.deloitte.com/us/about](http://www.deloitte.com/us/about) for a detailed description of the legal structure of Deloitte LLP and its subsidiaries.

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### 1.b. Financial Statements

For the most recent fiscal year ended June 1, 2024, Deloitte LLP and its subsidiaries (the “U.S. Firms”) had revenue of U.S. \$33.0 billion. The subsidiaries of Deloitte LLP provide industry-leading audit & assurance, consulting, tax, and risk and financial advisory services to a broad cross-section of the largest corporations and governmental agencies. With nearly 173,000 professionals, the U.S Firms operate in 108 cities.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



[REDACTED]

[REDACTED]

### 1.c. Change of Ownership

Deloitte does not anticipate a change of ownership during the twelve months following the proposal due date. Should a change occur, Deloitte will communicate this to the State of Nebraska in writing.

### 1.d. Office Location

Deloitte’s Nebraska-based leaders will provide program support, knowledge, and experience having supported efforts in collaboration with 10+ agencies in Nebraska. Our local leaders continue to build trusted relationships as the lead a variety of cross-functional programs focusing on financial management, operations, and technology solutions.

Deloitte will provide national resources with the experience in designing and implementing Program Integrity Case Management (PICM) / Fraud Abuse Detection (FAD) Analytics solutions. Our mix of local leaders and national experience empowers DHHS with a wide range of subject matter experience as is required for the performance of the scope of work.

Office Location	
Name:	Deloitte
Nebraska Office Address:	1100 Capitol Avenue, Suite 300 Omaha, NE 68102-1113
Contact Person & Title:	Barton Bishop, State Medicaid Program Integrity Leader Daniel Kinsella, Nebraska Office Managing Partner
E-mail Address:	[REDACTED]
Telephone Number (Office):	+1 402 346 7788

Figure 1.3 Deloitte’s Nebraska office

### 1.e. Relationships with the State

**Deloitte has had the opportunity to serve the State of Nebraska**, the University System, and various local jurisdictions **for more than 20 years** as part of our 70-year history supporting local clients. Deloitte has built a strong reputation for delivering results and fostering trusted relationships, **bringing a local focus with our national experience**. In addition to our existing Pallium and Nebraska EDW collaboration, Deloitte assisted the State in **managing its \$158.6 million Emergency Rental Assistance Program (ERAP) funds**. Working with key state agencies, Deloitte helped design program rules, set up the GovConnect cloud platform, integrated a 20-agent contact center, implemented case management and financial controls, and enhanced public transparency through geospatial reporting on the State’s website. **Deloitte integrated Pallium into the Nebraska ERAP program**



**controls that identified and prevented approximately [REDACTED] in prospective fraudulent or program abuse of funds.** Our leadership team’s deep knowledge of Nebraska’s unique needs, combined with our proven track record in grants management and program integrity, positions us as a committed and capable partner. **We are proud to consider Nebraska one of our most valued clients and look forward to continuing our support in the years ahead.**

### 1.e.1 State of Nebraska Projects and Sponsorships

Department or Agency	Description
Sponsorships	<p><b>Governor’s Summit: Growing Nebraska</b></p> <p>Deloitte is a Sponsor of the 2025 Governor’s Summit hosted by the Departments of Economic Development and Agriculture to be held in Kearney on August 14<sup>th</sup>. The summit will focus on Nebraska’s workforce, manufacturing, and bioeconomy. The Governor’s Youth Summit will enable high school students navigate their path to career success and connect with businesses to learn more about internships and career opportunities in Nebraska.</p> <p><i>Contract: Not Applicable</i></p>
	<p><b>Governor’s Operational Excellence Summit: Leading through Change</b></p> <p>Deloitte sponsored the 2021 Governor’s Operational Excellence Summit hosted by the Department of Administrative Services. The summit focused on improving government services and driving operational excellence.</p> <p><i>Contract: Not Applicable</i></p>
Health and Human Services	<p><b>Data Management and Analytics</b></p> <p>Deloitte currently supports DHHS’s Medicaid &amp; Long-Term Care Division with the operations and original implementation of the data management and analytics (DMA) solution. One of DHHS’ DMA objectives is to improve the capability to manage the large amounts of data received by the Department. Deloitte manages the data and produces correct and timely reports to help the State make informed business decisions to better manage and grow the Medicaid program. As part of this project, Deloitte provided program integrity specific algorithms and reports that helped identify potential anomalous providers and claims within the Nebraska Medicaid ecosystem. This overall experience will better enable Deloitte to deliver the Program Integrity Case Management and FAD platform.</p> <p><i>Contract: 78047 O4</i></p>
	<p><b>Child Care Stabilization Program</b></p> <p>Deloitte administered a \$150+ million Child Care Stabilization program with the Children and Family Services Division. Deloitte supported Nebraska with helping over 2,500 childcare providers remain open, improve operations, and financially support providers during and to recover from the COVID-19 pandemic.</p> <p><i>Contract: NDAS-21-0000-MSA-HHSCC</i></p>
Governor’s Office	<p><b>Nebraska Coronavirus Relief Funds (CRF)</b></p> <p>Deloitte supported the State in the administration of \$1.08 billion in CARES Act CRF to assist Nebraskans. Deloitte worked with the Governor’s Office, the Budget Office, State Accounting and multiple other agencies including the Departments of Health and Human Services, Economic Development, and the Emergency Management Agency to support current state assessment of the State capabilities, support the implementation of Coronavirus Relief Fund processes and procedures to enable program application, fund reimbursement, compliance monitoring, closeout, and reporting. We also hosted the COVID-19 CARES Act Statewide Online Transparency website to provide constituents with detailed information on available COVID-19 related services and programs, communities served, and outcomes of each of the programs.</p> <p><i>Contract: 20-NE-C19-SA</i></p>
	<p><b>Emergency Rental Assistance Program</b></p> <p>Deloitte was engaged to assist the State to administer its \$158.6 million allocation of the Emergency Rental Assistance Program (ERAP) fund. Deloitte worked with the Budget Office, Emergency Management Agency, and the Nebraska Investment Finance Authority and supported the design and configuration of the program rules, configuration of GovConnect, a cloud-based technology solution; integration of a 20-agent contact center; case management function with internal controls for case managers to review eligibility requirements, supervisors and quality assurance personnel; delivery of financial management capabilities to support the processing, reconciliation, and disbursement of</p>



Department or Agency	Description
	<p>program funds; program integrity; and enabling public transparency and accountability via the State’s website with geospatial reporting.</p> <p><i>Contract: NE-21-0000-MSA-ERAP</i></p>
	<p><b>State Broadband Support</b></p> <p>Deloitte supported the Statewide Broadband Coordinator in development, implementation, initial maintenance, and transition of the broadband.nebraska.gov website which serves as a hub for communicating broadband activities funded with ARPA, IJJA, and state funding sources.</p> <p><i>Contract: 95281 O4</i></p>
<b>Economic Development</b>	<p><b>American Rescue Plan Act</b></p> <p>Deloitte supported 23 ARPA programs accounting for \$700 million with the program design and implementation including program manuals, website content, grant applications, and an internal federal fund management guide. Deloitte also supported the development of community outreach and communications strategy and a program-wide risk management assessment and monitoring processes.</p> <p><i>Contract: 95281 O4</i></p>
<b>Nebraska Emergency Management Agency</b>	<p><b>Federal Emergency Management Agency Public Assistance</b></p> <p>Deloitte supports the administration of the 2019 Floods and COVID-19 FEMA Public Assistance grants to eligible subrecipients, such as cities, counties, medical care facilities, school districts, and other entities. <i>Deloitte has helped disburse over \$200 million of eligible grant funds while supporting compliance with applicable local, state, and federal regulations and statutes.</i> We also support NEMA with program administration support for the ARPA statewide administration of funds.</p> <p><i>Contract: 20-NE-C19-SA and 95281 O4</i></p>
<b>Administrative Services</b>	<p><b>Accounting and Financial Reporting</b></p> <p>Deloitte supported the State Accounting Office with <i>improving the timeliness and quality</i> of the year-end closing, financial reporting processes, and lease and IT subscription-based accounting requirements. Deloitte developed a roadmap for process and technology enhancements, leading to the State’s <i>first unmodified opinion</i> in FY2023, since FY2019.</p> <p><i>Contract: 95281 O4</i></p>
<b>Agriculture</b>	<p><b>American Rescue Plan Act</b></p> <p>Deloitte supported the Department of Agriculture with compliance research and reviews for ARPA funded grant programs. These reviews assisted the department in evaluating the success and failures of each program, along with identify areas of improvement for future programs. As new funding became available, we also supposed the Department of Agriculture with program administration, application intake, and review.</p> <p><i>Contract: 95281 O4</i></p>
<b>Labor</b>	<p><b>Audit Remediation and Annual Comprehensive Financial Report</b></p> <p>Deloitte supported the Department of Labor to review and reconcile data conversion balances between a predecessor tax system and its current tax system. The goal of the conversion process was to correct entries and decommission the predecessor system prior to the end of the 2023 fiscal year. Leveraging Deloitte’s understanding of the current tax system, Deloitte was further engaged to support NDOL in performing current year account reconciliations, audit remediation related to prior year audit findings as well as accounting support for the FY23 annual audit.</p> <p><i>Contract: 95281 O4</i></p> <p><b>American Rescue Plan Act</b></p> <p>Deloitte supported the Department of Labor with eligibility determinations for their ARPA programs. These programs included the Teacher Recruitment and Retention Program and the Nursing Recruitment and Retention Program. These reviews assisted the department in distributing over \$5M to eligible teachers and nurses.</p> <p><i>Contract: 95281 O4</i></p>



## **1.f. Bidder's Employee Relations to State**

No Party mentioned in Deloitte's proposal response is or was an employee of the State within the past twelve (12) months. To the best of our knowledge and belief, no employee of any State agency is employed by Deloitte or is a subcontractor to Deloitte, as of the due date for proposal submission.

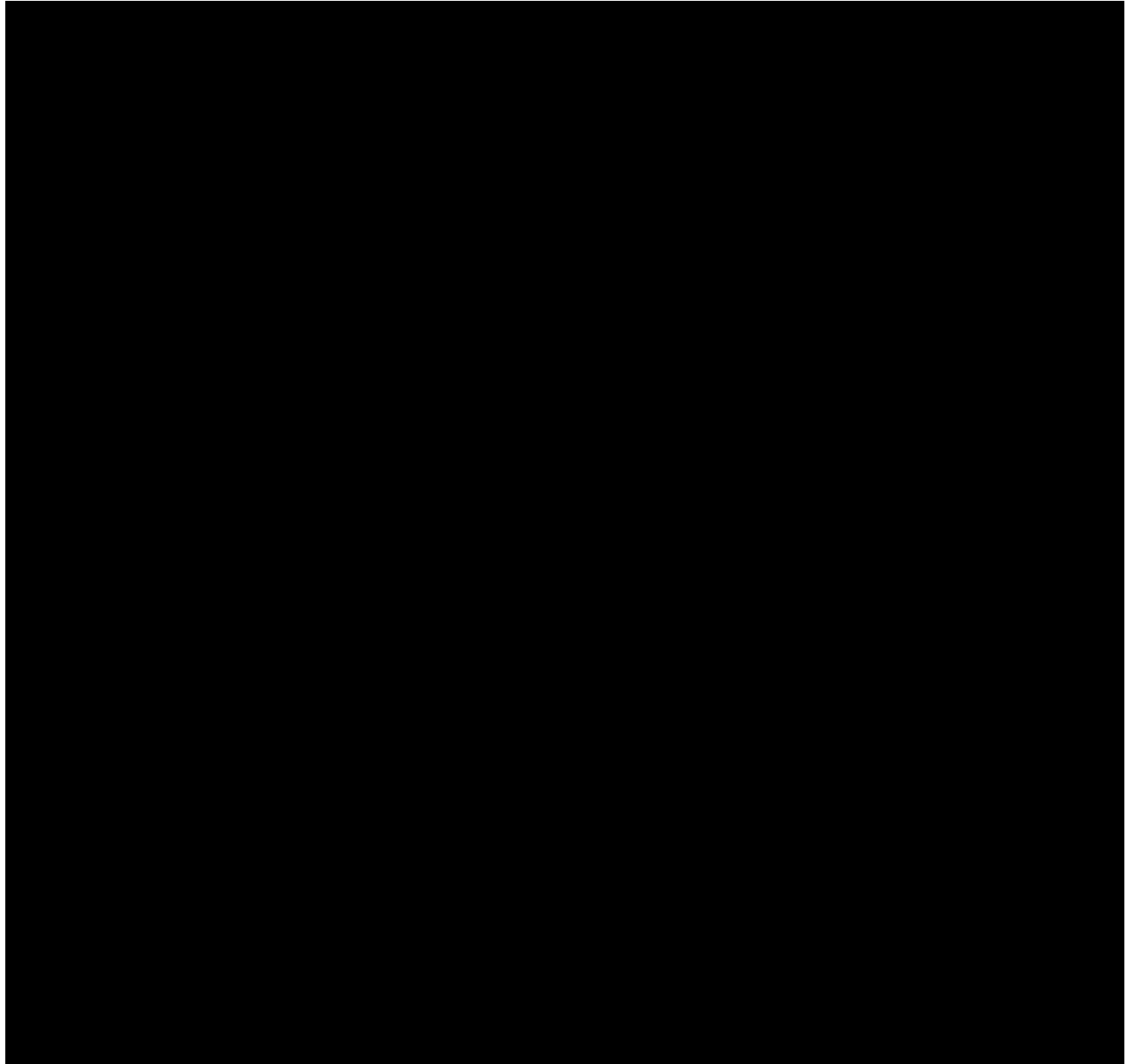
## **1.g. Contract Performance**

Deloitte, like other major professional services firms, provides a broad array of services to its many clients and has a significant position in respect of large-scale projects in the public sector. Occasionally there are disagreements over contract requirements; however, Deloitte has experienced no terminations for default of a Deloitte engagement by a state, local or federal governmental entity in the past five (5) years. From time to time, projects may be canceled or terminated by clients or Deloitte for various other reasons. However, given the size of our practice and the many hundreds of projects that are performed each year, Deloitte does not centrally track these instances or situations where the client may have canceled projects due to a change in business needs, direction, or funding, and the information about our client projects is generally subject to confidentiality obligations. We are confident in our track record of success and believe there is no issue with any prior engagement that would affect our ability to provide the requested services.

## **1.h. Summary of Bidder's Corporate Experience**

Deloitte is proud to have partnered with states across the country to provide innovative solutions that detect and prevent fraud, waste, and abuse (FWA) in Medicaid and other healthcare programs. Our approach combines advanced analytics, robust technology platforms, and deep subject matter expertise to help states modernize their program integrity operations, achieve regulatory compliance, and maximize the impact of public funds. Deloitte's dedicated Program Integrity (PI) practice brings our institutional knowledge of the full scope of program integrity technology and services, including medical record reviews, comprehensive pre- and post-payment analytics, data science, audit and investigation support, and PICM/FADS solutions. Deloitte's PI practice fuses federal, state, and commercial experiences, providing us with unique end-to-end payment life cycle insights from program initiation, through processing and management, to payment, which informs our approach to tailor a truly Nebraska-specific solution.





In addition to our program integrity specific experience and practitioners, we will bring the full breadth and depth of our Medicaid practice. As depicted in the above figure, [REDACTED] [REDACTED] addressing their most difficult Medicaid challenges. Through our work with state Medicaid programs, commercial managed care organizations, and health networks, [REDACTED] [REDACTED]

As the **largest global public sector consulting and professional services firm**, we embed discipline in project management, fiscal responsibility, ethics, and regulatory compliance are engrained in everything we do. Our proposed program executive, program manager, key project lead, workstream leads, and SMEs have [REDACTED]



[REDACTED], and our institutional focus on growth and development of our practitioners [REDACTED]. Our extensive PI experience uniquely positions Deloitte to understand the importance of pinpointing inefficiencies and breaking down existing obstacles; such experience enables us to support Nebraska in implementing effective strategies for cost recovery and prevention, while improving quality of care delivered to Nebraskans.

The next sections highlight **three detailed examples of Deloitte’s experience** delivering successful, efficient, and accurate Medicaid program integrity solutions for other states - [REDACTED], meeting **and far exceeding the State’s minimum qualifications** for having at least one current implemented contract providing our PICM/FADS solution and services to a State Medicaid agency. All three experiences demonstrate our ability to implement scalable, high-impact solutions for agencies of comparable size, scope, and complexity to Nebraska, and underscore our readiness to deliver immediate value from day one. The following table summarizes their direct relevance to Nebraska’s environment and priorities.

Deloitte’s Corporate Experiences	Relevance of Scope to Nebraska PICM/FAD				
	State Medicaid	PICM	FAD	Fee For Service (FFS) and/or Managed Care (MC)	Successful CMS Certification
[REDACTED]	√	√	√	FFS + MC	√
[REDACTED]	√	√	√	FFS + MC	√
[REDACTED]	√	√	√	FFS	√

Nebraska can expect significant benefits from Deloitte’s proven approach. Our experiences have refined our approach, facilitating a rapid and smooth transition with minimal disruption to ongoing program integrity operations. Nebraska can reap the benefits from advanced analytics and AI quickly through Pallium’s highly refined models for detecting fraud, waste, and abuse. This CMS-certified platform will help Nebraska meet federal requirements efficiently and provide access to a multidisciplinary team to address complex cases and adapt to evolving Medicaid policies. As demonstrated in our experiences below, our solution has a strong track record with proven results - significant financial recoveries and improved program integrity with better stewardship of public resources and enhanced services – that align to the outcomes needed to support Nebraska’s Medicaid constituents.

### 1.h.1 [REDACTED]

<b>Client Name</b>	[REDACTED]
<b>Time Period</b>	July 2021 – June 2026
<b>Scheduled Date and Actual Completion Date</b>	Scheduled Design/Development/Implementation (DDI) Completion Date: October 2021 Actual DDI Completion Date: July 2021* *Deloitte significantly advanced the implementation timeline to help the state maintain CMS compliance



Client Name	[REDACTED]
Responsibilities	<p>Deloitte replaced [REDACTED] platform with Pallium, providing [REDACTED] with fraud, waste, and abuse analytics, reporting, and case management. We implemented a comprehensive case management system that enabled case initiation, status tracking, role-based access, financial tracking, statistical sampling for overpayment calculations, and automated letter generation - [REDACTED]</p> <p><b>PI Case Management:</b> Our live PICM solution manages the full investigation lifecycle, from requesting and reviewing medical records to tracking financial recoupment and communicating with providers regarding overpayments. Our FADS engine informs post-payment and pre-payment audits, and our PICM module supports ongoing reporting and tracking, including bi-weekly meetings with Indiana Medicaid to review audit cases, trends, and appeals. We also support [REDACTED] Medicaid through ongoing CMS Outcomes Based Certification (OBC) requirements, helping with the initial certification and ongoing reporting to CMS.</p> <p><b>Fraud Abuse Detection:</b> Our team also delivers advanced analytics and artificial intelligence capabilities, including peer group risk scoring, machine learning, and rules-based algorithms to detect suspicious activity. [REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED] receives CMS-complaint Surveillance and Utilization Review Subsystem (SURS) reports out of the box from Pallium. Our solution provides [REDACTED] with direct access to the necessary data including providers, members, claims, encounters, risk indicators, individual claim line flags, and case management details. While many systems are black box in nature, our solution improves transparency and explainability of the analytics and cases through standard and custom reports for [REDACTED]</p> <p>Beyond technology, Deloitte supplemented [REDACTED] Medicaid's efforts with a multidisciplinary team of medical coders, clinicians, certified fraud examiners, and healthcare fraud investigators to support audits, investigations, and managed care oversight. This has allowed us to gain a significant appreciation for the needs of the PI unit, helping Deloitte to refine the analytics and capabilities within Pallium on an ongoing basis.</p> <p><b>Key Outcomes of Our Approach:</b> Deloitte's approach delivered immediate and measurable results for [REDACTED] Medicaid's program integrity operations. Seamlessly transitioning from the previous vendor, [REDACTED]</p> <p>[REDACTED] We enabled the State to recover [REDACTED]</p> <p>[REDACTED] We mapped each fraud, waste, and abuse algorithm to [REDACTED] Medicaid policy, contracts, fee schedules, and provider bulletins.</p>



Client Name	<div></div>
	<p>A series of interactive dashboards were developed, allowing users to drill down to claim line details and validate analytics to advance cases to audit or investigation. As a result, the approval rate for <div></div> enabling rapid return on investment through early detection and intervention. Document management processes were streamlined with pre-approved templates prepopulated with provider information, <b>saving</b> <div></div> <b>in processing time</b>, while automation improved the efficiency of preparing audit notifications and record requests by 25%. Enhanced accuracy in provider correspondence and outreach further improved outcomes compared to the previous vendor.</p>
Customer Contact Information	<div></div>
Role and Budget	<p>Prime Vendor</p> <p>Planned DDI Budget: <div></div></p> <p>Actual DDI Budget: <div></div></p> <p>Full Contract Budget: <div></div></p>



1.h.2 [REDACTED]

Client Name	[REDACTED]
Time Period	September 2022 – February 2026
Scheduled Date and Actual Completion Date	Scheduled Completion Date: February 2024 Actual Completion Date: February 2024
Responsibilities	<p>Similar to Nebraska, [REDACTED] Deloitte’s HealthInteractive platform. Deloitte has implemented Pallium integrated with HealthInteractive for [REDACTED] to enhance and mature their FWA detection and prevention capabilities. Pallium serves as a true “one-stop shop” for [REDACTED] program integrity team, centralizing case management, document management, analytics, and reporting in a single, secure platform. This has eliminated inefficiencies caused by siloed systems and provided a unified workspace for all investigative activities.</p> <p><b>PI Case Management:</b> Pallium enables real-time collaboration and coordination among [REDACTED] audit, compliance, and investigations, and other stakeholders through Pallium’s PICM module. With role-based access and shared workflows, everyone involved in a case can contribute efficiently and transparently, while masking sensitive data as required by [REDACTED] law. Instead of relying on email, users communicate directly within Pallium through notes and task assignments, automated alerts and notifications, streamlining case discussions, improving accountability, and making certain relevant information is captured and auditable.</p> <p>Consistency and legal defensibility have been greatly enhanced by Pallium’s configurable workflows. The platform manages every investigative step, reducing the risk of missed procedures and improving the effectiveness of cases. This consistency is critical for legal reasons, helping investigations withstand scrutiny and avoid dismissal due to process gaps.</p> <p><b>Fraud Abuse Detection:</b> Pallium’s FAD solution provides [REDACTED] advanced analytics and Tableau-based reporting, offering unprecedented insights to PI stakeholders. The FADS models are configured for [REDACTED] policies and trained on [REDACTED] Medicaid data, making the analytics highly relevant and actionable. Users access powerful, customizable dashboards to explore trends, risk scores, and program performance metrics leveraging source Medicaid data and detailed analytic results from the FADS module. This data-driven approach supports continuous improvement and more effective decision-making.</p> <p>Program compliance and quality management are top priorities, with proactive monitoring, operational reporting, and comprehensive project management supporting CMS Outcomes Based Certification (OBC). Continuous improvement was embedded in the approach, with system enhancements driven by operational insights and stakeholder feedback. Notably, in January 2025, [REDACTED] received CMS Streamlined Modular Certification for the Pallium solution, enabling enhanced federal funding for the life of the system.</p> <p><b>Key Outcomes of Our Approach:</b> The Pallium FAD solution has supported [REDACTED] in documenting recoveries in the form of financial settlements and from February 2024</p>



Client Name	<div></div>
	<p>through September 2024, <b>helping identify</b> <div></div> <b>at risk</b> for FWA. The platform has been instrumental in helping the team initiate new investigations, informing tips coming from <div></div> for ‘pill mills’, and identifying non-compliance issues resulting in the <b>identification of over</b> <div></div></p> <p>The platform’s efficiency and speed enable rapid processing and analysis of vast claims and encounter data, accelerating investigations and the resolution of FWA. Predictive analytics and advanced pattern recognition have allowed the team to anticipate emerging fraud trends and identify subtle anomalies, facilitating proactive intervention. Pallium is also seamlessly integrated with Tennessee’s Data and Cloud Ecosystem, including the Enterprise Data Warehouse, making it a unified and scalable solution.</p>
Customer Contact Information	<div></div>
Role and Budget	<p>Prime Vendor</p> <p>Planned DDI Budget: <div></div></p> <p>Actual DDI Budget: <div></div></p> <p>Full Contract Budget: <div></div></p> <div></div>



### 1.h.3

<b>Client Name</b>	
<b>Time Period</b>	June 2018 – May 2025
<b>Scheduled Date and Actual Completion Date</b>	Scheduled Completion Date: March 2019 Actual Completion Date: May 2019
<b>Responsibilities</b>	<p>For the , Deloitte implemented the Pallium suite as the technical foundation for Medicaid Program Integrity activities. Deloitte’s key responsibilities and achievements included a comprehensive platform implementation and modernization. The team deployed Pallium’s full PICM/FAD solution - including the case management platform, analytics engine, and reporting module - to modernize Program Integrity approach.</p> <p><b>PI Case Management:</b> Our robust case management system was deployed, enabling case initiation, status tracking, role-based access, financial tracking, statistical sampling for overpayment calculations, and automated letter generation to reduce manual effort when creating Audit Notification or Financial Calculation of Overpayment letters. Deloitte focused on workflow automation and stakeholder collaboration by working closely with Program Integrity stakeholders to automate business processes and configure workflows tailored to their needs. This resulted in a consistent, repeatable alert review process and optimized analytic outputs. The client was supported through the design, development, and implementation phases with regular communication and detailed reporting. The solution also enabled efficient, single sign-on access to Pallium, prioritized provider risk profiling, and provided rapid identification of risk indicators with detailed drill-down to claim line data. Additionally, the system supported ad-hoc querying and robust reporting for case investigation and tracking.</p> <p><b>Fraud Abuse Detection:</b> Pallium’s analytics were integrated with cloud-based Enterprise Data Warehouse (EDW) to securely ingest, cleanse, and process weekly healthcare transactions. Our team configured the FAD solution algorithms to generate alerts for investigations and audits using policy-based edits, predictive models, and entity risk scoring. Predictive models were implemented to identify high cost/utilization cases, abnormal treatment patterns, and anomalous billing based on state Medicaid policy.</p> <p>Deloitte led through the CMS certification process for their Program Integrity module, making Pallium the <b>first standalone platform to achieve CMS MECT 2.3 certification</b>. The team supported documentation, meetings, and demonstrations with the IV&amp;V vendor and CMS stakeholders.</p> <p><b>Key Outcomes of Our Approach:</b> The engagement delivered significant operational efficiency and impact. Deloitte achieved <b>time savings of over for staff</b> by automating quarterly regulatory reporting and streamlined alert, lead, and case review/tracking, <b>increasing process efficiency by in 2021</b>. The volume of cases reaching <b>Paid-in-Full recovery status increased by</b>. Another key benefit of the engagement was the creation of a more modular and interoperable environment to allow to have better access to their data and achieve better health outcomes. Finally, Pallium has improved the Department’s data management practices (Data Integrity, Data Quality,</p>



Client Name	<div></div> <div>Data Usability, Data Availability, Data Authenticity, Data Security, Data Encryption) allowing for more secure but simple access to their data.</div> <div>This engagement demonstrates Deloitte’s ability to deliver end-to-end, certified Program Integrity solutions that drive operational efficiency, enable advanced analytics, and support regulatory compliance for state Medicaid agencies.</div>
Customer Contact Information	<div></div>
Role and Budget	<div>Prime Vendor</div> <div>Planned DDI Budget: <div></div></div> <div>Actual DDI Budget: <div></div></div> <div>Full Contract Budget: <div></div></div>

1.h.4 Additional Relevant Medicaid Experiences

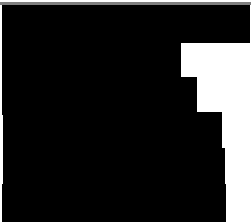




The following table highlights our positive impacts in five additional Deloitte Program Integrity related contracts that are currently active:

State of Nebraska, Department of Health and Human Services (DHHS)	<div>Our team uses Pallium’s analytics suite to implement over <div></div> FWA algorithms and Program Integrity reports that were tailored and configured to the needs of the audit and investigations teams. Our analytics module currently serves as the state’s Surveillance and Utilization Review Subsystem (SURS) module, which we integrated with Nebraska’s AWS-hosted EDW. Our team receives raw claims and encounter data from the EDW and sends back alerts for the underlying claims and encounter data to be visualized and actioned.</div>
<div></div>	<div>Deloitte has delivered significant results for the State <div></div> by leveraging advanced data analysis and operational improvements to combat fraud, waste, and abuse in Medicaid programs. <div></div> and developed a capitation sweeps algorithm that averages <div></div>. The team also recovered <div></div> from the Financial Management Service (FMS) provider for the Consumer Choice Options (CCO) program, addressing outstanding balances dating back to 2016.</div> <div>Demonstrating exceptional flexibility, Deloitte is on pace to complete over 318 ad hoc data analysis requests in the first year - more than ten times the</div>






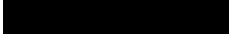



volume handled by the previous contractor. Deloitte **has launched 21 quality improvement initiatives** to enhance program efficiency and fraud surveillance. Additional accomplishments include creating an Electronic Visit Verification (EVV) audit plan to drive compliance with state and federal requirements, developing dynamic monitoring methods for EFT account changes in response to new CMS guidance, and facilitating a seamless transition of all key responsibilities from the prior contractor. Deloitte has also **reviewed and updated over 95 Program Integrity SOPs**, reducing onboarding time and improving process adherence, while fostering cross-functional collaboration with key state teams to strengthen oversight and recovery efforts. Collectively, these achievements have positioned Iowa's Medicaid program for greater integrity, efficiency, and responsiveness to evolving needs.

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 Our team performs analytics for eight FWA focus areas and helped the  identify over . We fuse claims and encounter data with other state and external data sources (e.g., tax liens, death master) to correlate findings. We streamlined this capability in Pallium through our third-party data reporting module, providing our data science team and our clients access to a myriad of third-party sources. This data was used to facilitate analytics development and to augment investigations and audits. As a result of this work, we developed  

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 The  engaged our team to assist with key Program Integrity initiatives, including the **building and modernization of their newly established Program Integrity Unit (PIU)**. Throughout this effort, Deloitte assisted  establishing policies and procedures to align the   priorities, which include establishing compliance with Federal regulations as well as CMS program requirements. Our team advised on the development and implementation plans for newly mandated compliance programs where Program Integrity plays a leading role. Throughout these activities, Deloitte helped  as an integral part of the Medicaid enterprise while establishing communication pipelines to enhance collaboration across , MCOs, and stakeholders.

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## 1.i. Summary of Bidder's Proposed Personnel/Management Approach

The State of Nebraska seeks a highly qualified and experienced team to effectively manage and deliver on the complex requirements outlined in this solicitation. Recognizing the State's need for integrated data analytics, advanced technology solutions, and strong project leadership to drive impactful outcomes, Deloitte's approach is designed to provide specialized expertise, clear management structure, and collaborative support necessary for project success.

Deloitte brings a proven approach to personnel selection and project management, grounded in our extensive experience serving federal and state health organizations. Deloitte has deep expertise across Medicaid, the Department of Health, and Human Services (DHHS), and Program Integrity (PI) with over 3,500 professionals dedicated to the health sector. **Our long history of delivering complex health solutions, including successful engagements with [REDACTED]**

**[REDACTED] underscores our ability to meet and exceed staffing expectations.**

### *Project Management and Leadership*

Deloitte employs a "best and brightest" staffing model, selecting practitioners for their specialized skills and their ability to achieve client objectives. Our team members are chosen for their direct experience with projects of similar scope and complexity, as well as their demonstrated ability to deliver results for DHHS agencies. This unmatched expertise is exemplified by our work in Nebraska and other Medicaid PI initiatives.

To guide our project delivery for DHHS, we're proposing a Deloitte DHHS Team that brings together:

- Deloitte leaders and project leadership with decades of Medicaid, State of Nebraska, and DHHS specific experience spanning all the core capabilities required to be effective for DHHS.
- Relevant experience in FWA Analytics, CMS Certification, and Medicaid Program Integrity.
- Deloitte team members with experience serving Nebraska DHHS.

The figure below depicts Deloitte's proposed organizational structure of key and non-key personnel to manage the design and implementation for the State's programs. The Program Manager will serve as the day-to-day lead for Deloitte, supported by the Project Executive and Lead Project Manager. This team, in collaboration with Nebraska's program leadership, will define success measures, set timelines and milestones, make key decisions, and maintain the project schedule – enabling high-quality and timely delivery and achievement of programmatic goals. They will be supported by workstream leads and personnel who will carry out program design and implementation of the program.

### Specific Benefits to DHHS

- Deloitte has served the State of Nebraska through multiple agencies for 20+ years, providing a wide array of programs exemplifying our consistent success in cross-agency coordination while serving the State.
- Our service professionals, including Barton Bishop, Michael Hall, and Jason Lund, have experience serving the DHHS and multiple engagements across agencies with Medicaid PI programs, **specifically implementing PICM/FAD solutions.**
- Our lead practitioners, possessing a wealth of knowledge across various FWA programs and systems, **enable minimal transition time for this engagement.** This efficiency is complemented by our multi-state PI oversight experience, particularly with Medicaid engagements, supporting robust and reliable service delivery.



Our work is led by **Program Executive**

All aspects of our services and contracting are led by our **Program Manager**

Our daily work is led by our **Lead Project Manager**



[Redacted]

The table below provides summary of experiences of the practitioners that will be working on this project followed by detailed resumes. Our proposed team personnel have successfully deployed Pallium demonstrating the stability of our delivery team and our commitment to the solution.

Deloitte Project Team	
 [Redacted Name] [Redacted Title]	[Redacted Experience]
 [Redacted Name] [Redacted Title]	[Redacted Experience]
 [Redacted Name] [Redacted Title]	[Redacted Experience]
 [Redacted Name] [Redacted Title]	[Redacted Experience]
 [Redacted Name] [Redacted Title]	[Redacted Experience]
 [Redacted Name] [Redacted Title]	[Redacted Experience]



[Redacted]

Deloitte SMEs

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

Detailed Resumes



**Deloitte Financial Advisory Services LLP**  
**Program Role: PICM/FAD Program Executive**

**Education**

- [Redacted]
- [Redacted]

**Impact that Matters**

- [Redacted]
- [Redacted]

**Overview**

[Redacted]

**Relevant & Related Program Experience**

[Redacted]

**References**

[Redacted]



**Deloitte Transactions and Business Analytics LLP**  
**Program Role: PICM/FAD Program Manager**

**Education**

- [Redacted]
- [Redacted]

**Overview**

[Redacted]

**Impact that Matters**

- [Redacted]
- [Redacted]
- [Redacted]

**Relevant & Related Program Experience**

[Redacted]

[Redacted]

[Redacted]

**References**

[Redacted]

[Redacted]

[Redacted]



**Deloitte Transactions and Business Analytics LLP**  
**Program Role: PICM/FAD Lead Project Manager (Key Personnel)**

**Education**

- [Redacted]

**Impact that Matters**

- [Redacted]
- [Redacted]
- [Redacted]

**Overview**

[Redacted]

**Relevant & Related Program Experience**

[Redacted]

**Deloitte Financial Advisory Services LLP**

[Redacted]

**Deloitte Financial Advisory Services LLP**

[Redacted]

**References**

[Redacted]



**Deloitte Transactions and Business Analytics LLP**  
**Program Role: PICM/FAD Data Analytics Lead**

Education

- [Redacted]

Impact that Matters

- [Redacted]
- [Redacted]

Overview

[Redacted]

Relevant & Related Program Experience

[Redacted]

[Redacted]

[Redacted]

References

[Redacted]



**Deloitte Transactions and Business Analytics LLP**  
**Program Role: PICM/FAD Technology Lead**

**Education**

- [Redacted]

**Impact that Matters**

- [Redacted]

**Overview**

[Redacted]

**Relevant & Related Program Experience**

[Redacted]

[Redacted]

[Redacted]

[Redacted]

**References**

[Redacted]

[Redacted]

[Redacted]



Deloitte Transactions and Business Analytics LLP

Program Role: PICM/FAD Reporting Lead

Education

-

Impact that Matters

- 
-

Overview

Relevant & Related Program Experience

References



Deloitte & Touche LLP

Program Role: Nebraska Services Leader

Education

- 
-

Impact that Matters

- 
- 
-

Overview

Relevant & Related Program Experience

References



**Deloitte Transactions and Business Analytics LLP**  
**Program Role: Medicaid and PI SME**

## Education

- [REDACTED]

## Impact that Matters

- 

## Overview

\_\_\_\_\_

### Relevant & Related Program Experience

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

## References

\_\_\_\_\_



Deloitte Consulting LLP

Program Role: Medicaid and PI SME

Education

- 
-

Impact that Matters

- 
-

Overview

Relevant & Related Program Experience

References



**Deloitte Transactions and Business Analytics LLP**  
**Program Role: PI and Analytics SME**

**Education**

- [Redacted]
- [Redacted]

**Impact that Matters**

- [Redacted]
- [Redacted]

**Overview**

Matthew has more than 18 years of experience prioritizing, planning, and executing analytic projects, including extensive program integrity analytics work detecting fraud waste and abuse on CMS PIMAS. Over the past ten years, Mr. Balus has overseen a broad portfolio of research identifying vulnerabilities and developing models and methodologies to detect Part A, B and D FWA in the Medicare and Medicaid programs.

**Relevant & Related Program Experience**

[Redacted]

[Redacted]

**References**

[Redacted]



Deloitte Transactions and Business Analytics LLP

Program Role: PI and Analytics SME

Education

- 
- 
-

Impact that Matters

-

Overview

Relevant & Related Program Experience

References

**Management Approach**

Deloitte’s Enterprise Value Delivery (EVD) for implementing and operating systems leverages reusable templates, deliverables, standards, and tools that have led to multiple successful implementations. Given that our proposed solution, Pallium, is a secure, production-ready system, our EVD approach will be streamlined to focus on configuration with DHHS systems, training, establishing communications with DHHS and various meeting series, defining roles and responsibilities for both DHHS and Deloitte, and socializing how we plan to apply the Agile system development methodology. Our proposed key staff and team for DHHS consists of Medicaid FWA specialists, data scientists, software developers, and certified project managers who have a reputation for effectively collaborating with clients and delivering highly impactful outcomes. We will work with DHHS stakeholders to align Deloitte’s solution to Nebraska’s needs, deliver a highly effective solution, and help DHHS



deliver on its mission. For more details on our project management approach, please see *Section 2.A* and *Section 2.D*.

## 1.j. Subcontractors





## 2. Technical Response: Project Description and Scope of Work (Part I)

### 2.A Project Requirements and Information

#### 2.A.1. Scope of Work

In an environment where Medicaid budgets are tightening, it is particularly important to provide Medicaid Program Integrity units advanced capabilities to help efficiently fight fraud, waste, and abuse and get the most value out of every dollar. Nebraska's Program Integrity unit requires a comprehensive solution that integrates program integrity case management with advanced fraud, waste, and abuse detection analytic capabilities to achieve this objective. These capabilities are instrumental in enhancing the State's ability to optimally review provider activities, enhance claims audits, proactively detect overpayments, increase non-compliance related recoveries, and facilitate the tracking of leads and cases from their inception through to collections, recovery, and, where necessary, litigation. Nebraska requires PICM/FADS to align to the State's MedDMS integration strategy to drive efficiencies and reduce operational costs, necessitating a solution that integrates with legacy systems while providing flexibility and extensibility to work with modern and more leading-edge technologies. We also appreciate the urgency of the solution, highlighting the importance of providing a ready, "out of the box" solution that can be quickly customized to Nebraska's needs.

These requirements are the foundation of our approach, informing our decision to leverage **Deloitte Pallium™ as our proposed solution to meet Nebraska's PICM/FADS needs.** Pallium is Deloitte's integrated Program Integrity Case Management and Fraud Abuse Detection analytics solution - a proprietary Commercial-off-the-shelf product that is offered primarily as a Software-as-a-Service (SaaS) solution.

Deloitte Brings Leading Practices Through Positive Outcomes Across the Government Healthcare Landscape

A key element of our ability to deliver against the project requirements is



[REDACTED]

Pallium supports all aspects of PI operations including overall management, audit support, investigations, clinical and coding reviews, financial operations, litigation, appeals, and referrals. [REDACTED]

[REDACTED]

Some of Pallium’s key features include [REDACTED]

[REDACTED]

For more details on the features and benefits of our PICM/FADS solution, please see our detailed response to Attachment 2.

[REDACTED]

DHHS requires a FAD analytics module that leverages large amounts of claims, encounters, eligibility, and third-party data sources and applies algorithms for identifying potential PI concerns, prioritizing findings to prevent and recover improper payments through efficient use of limited resources. A successful system must enhance a PI’s capabilities, providing new FWA insights and the ability to identify hidden or more complex vulnerabilities. [REDACTED]

[REDACTED]

For many years, states have relied on the Surveillance Utilization Review Subsystem (SURS) methodology of exception processing and static rules-based “algorithms”, where providers whose behavior differs from their peers in narrow scenarios are targeted for investigation. [REDACTED]

[REDACTED]



Pallium provides

We know that CMS Certification is a critical element to the success of any PICM/FAD solution, helping secure the necessary funding that allows PI units to focus its resources on its highest priorities and achieving overall goals set forth by CMS. It is crucial that DHHS work with a vendor that has successfully navigated the certification process specifically for a program integrity module, especially given the nuances and evolution of the outcomes-based approach.

**Deloitte Pallium was the first standalone PI solution to obtain CMS certification and continues to be a certified solution that meets Nebraska's requirements out of the box.** Given our consistent success in achieving certification, we bring a mature Certification Plan that outlines the tools, reports, and evidence collection processes that will be used to assist DHHS in obtaining CMS certification. We bring a wealth of experience in CMS certification, including recent experience effectively guiding a state Medicaid agency through Medicaid Enterprise Certification Toolkit (MECT) requirements and achieving certification for the proposed PI module. In addition, we are supporting states through Outcomes-Based Certification Streamlined Module Certification for PI, Integrated Eligibility (IE), System Integration (SI), and Enterprise Data Warehouse (EDW) modules. **Deloitte's strength in the**



**CMS certification process means DHHS stays on schedule, on budget, and will set the standard for other states as they progress through the Medicaid modernization process.**

A Program Integrity solution needs to be stable and reliable for day-to-day use and provide the ability for PICM/FADS components to adapt to emerging State and Federal policy changes and the evolving needs of the PI team. Our team knows the importance of clear lines of communication and demonstrating a high level of responsiveness to business needs. We also appreciate the need to work together with the State to prioritize, triage, and as needed, expedite changes and enhancements through the process.

Throughout the implementation phase,

Our operations and maintenance (O&M) team also follows

As a part of our lessons learned, we understand the importance of implementing, testing, operating, and maintaining the solution in a formal way that allows it to be optimally aligned to the State's needs while also positioning the State to achieve CMS certification with ease. In **Section 2.a.4**, we detail our understanding and approach to address each of planned tasks and activities and associated deliverables. We have demonstrated successes in other states, having delivered projects in alignment with these activities before and know that we will successfully execute them for Nebraska.

## **2.A.2. Project Environment**

The environment for the PICM/FAD analytics solution is an important dimension that shapes a multitude of decisions throughout the project.



[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

### 2.A.3. Compliance Requirements

A successful solution needs to align to the appropriate standards and security requirements to protect the privacy of Nebraska's constituents and align to the objectives that CMS has set forth for program integrity. Effective compliance also positions Nebraska to receive the enhanced federal financial participation necessary to keep the State ahead of the shifting landscape of fraud, waste, and abuse.

[REDACTED]

[REDACTED]

Deloitte continually stays abreast of emerging and shifting policies, regulations, and standards.

[REDACTED]



[Redacted]

2.A.4. Project Requirements

In the following sections, we will describe our approach to delivering PICM/FADS for Nebraska. Our implementation strategy will be governed by the Functional and Technical Specifications, which are documented in Attachments 2 and 3. We have aligned the key activities and deliverables into high-level phases in accordance with key milestones and gate reviews in our plan. The implementation roadmap below outlines the mapping of the project phases with our approach.

a. Functional Specifications

Documented in “Technical Response (Part II): Attachment 2 – Functional Specifications”

b. Technical Specifications

Documented in “Technical Response (Part II): Attachment 3 – Technical Specifications”

c. Design: Executive Kick-off

[Redacted]

Approach and Key Activities

[Redacted]

Task	Activities
Pre-Kick Off (i)	[Redacted]
Kick Off (ii)	[Redacted]



Post Executive Kick  
Off (iii)

Ability to Implement and Deliver

Our structured approach to the Executive Kick-Off launches the project with clarity, collaboration, and a shared commitment to achieving the State’s objectives according to the proposed timeline.

d. Design: Project Initiation

At the outset of the project, it is necessary to establish and document plans required for the delivery of PICM/FADS. The team has experience in developing these work products and deliverables, as shown by prior implementations and certifications of Pallium for multiple Medicaid programs. Previous versions of the requested plans and deliverables, which have undergone rigorous CMS certification review cycles, are available and will be leveraged as a starting point. During project initiation, these plans will be tailored to fit Nebraska’s specific environment and stakeholder needs. This approach incorporates lessons learned from previous deployments, such as the importance of regularly revisiting communication and training plans throughout the DDI lifecycle.


Additionally, the Project Management team assigned to this engagement has extensive experience. [REDACTED] will serve as Lead Project Manager; he holds a PMP certification and has managed Pallium implementations in [REDACTED].

The project management approach will follow a structured and adaptable methodology, [REDACTED]

The team has experience with all stages of the implementation lifecycle and will collaborate with DHHS stakeholders to translate management plans into project outcomes for Pallium. For more information on our Management Approach and EVD, please refer to **Section 2.d.3 Project Management**.

Approach and Key Activities

The project management plans are living documents that are updated regularly and when the need for approach or process changes occur. The following details our approach to each of the requested plans:

Task	Activities
Master Project Plan (i)	[REDACTED]
	[REDACTED]



Task	Activities
	<ul style="list-style-type: none"><li>[Redacted]</li><li>[Redacted]</li><li>[Redacted]</li><li>[Redacted]</li><li>[Redacted]</li><li>[Redacted]</li><li>[Redacted]</li></ul>
Integrated Master Project Schedule (ii)	[Redacted]
	
Project Management Plan (iii)	[Redacted]
	
	<ul style="list-style-type: none"><li>[Redacted]</li><li>[Redacted]</li><li>[Redacted]</li><li>[Redacted]</li><li>[Redacted]</li><li>[Redacted]</li><li>[Redacted]</li><li>[Redacted]</li><li>[Redacted]</li></ul>



[illegible]




[illegible]



Task	Activities
	[Redacted]
Staffing Plan (viii)	[Redacted] [Redacted]  [Redacted] [Redacted] [Redacted] [Redacted] [Redacted] [Redacted]  [Redacted] [Redacted]  [Redacted] [Redacted]
Change Management Plan (ix)	[Redacted] [Redacted]  [Redacted] [Redacted] ■ [Redacted] ■ [Redacted] ■ [Redacted] ■ [Redacted] ■ [Redacted] ■ [Redacted] ■ [Redacted] ■ [Redacted] ■ [Redacted]
Application Configuration and Maintenance Plan (x)	[Redacted] [Redacted]



Task	Activities
	<div><div></div><div></div></div>
	<div><div></div><div></div></div>
	<div><div></div><div></div></div>
	<div><div></div><div></div></div>
	<div><div></div><div></div></div>
	<div><div></div><div></div></div>

Note: Any row with a  icon denotes that task is the creation of a deliverable.



e. Design: Requirements Validation with Demonstration

Deloitte is committed to validating State requirements and maintaining traceability throughout the project, establishing clear accountability and alignment at each milestone. Our approach

Approach and Key Activities

Task	Activities
Requirements Validation Matrix (i)	<div><div></div><div></div></div>
	<div><div></div><div></div></div>
	<div><div></div><div></div></div>



Task	Activities
Requirements Gathering Sessions (ii)	<div></div> <div></div> <div></div>
Demonstrate Key Features and Functionality (iii)	<div></div>
Requirements Traceability Matrix (iv)	<div></div>
	
Note: Any row with a  icon denotes that task is the creation of a deliverable.	

Ability to Implement and Deliver

Deloitte’s methodology

f. Design: Design and Configuration

Deloitte’s methodology for design and configuration is

Approach and Key Activities



[REDACTED]


[REDACTED]


[REDACTED]

[REDACTED]

Task	Activities
Deliverable Review Process (i)	<div> <div></div> <div></div> </div>
Configure Environments (ii)	<div> <div></div> <div></div> </div>
Complete System Configuration (iii)	<div> <div></div> <div></div> </div>
Assist State with System Configuration (iv)	<div> <div></div> <div></div> </div>
Assist State with User Role Determination (v)	<div> <div></div> <div></div> </div>
Infrastructure Plan (vi)	<div> <div></div> <div></div> </div>



Task	Activities
System Security Plan (SSP) (vii)	
	
Acceptance on Design and System Configuration (viii)	

Note: Any row with a  icon denotes that task is the creation of a deliverable.

Ability to Implement and Deliver

g. Develop: Development and Testing

Deloitte’s Pallium solution is effectively ready for use by the State, without needing to develop additional functionality to meet DHHS’s requirements. Deloitte will deliver against the agreed upon requirements using our comprehensive System Development Life Cycle (SDLC) and continuous testing process that enables developed functionality to work as intended.

Approach and Key Activities

Our approach to PICM/FADS involves



[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]


Task	Activities
Complete Custom Development (i)	[Redacted]
	[Redacted]
	[Redacted]



Task	Activities
Complete Reports (ii)	<ul style="list-style-type: none"> <li>Complete Reports (ii)</li> </ul>
Complete Integrations (iii)	<ul style="list-style-type: none"> <li>Complete Integrations (iii)</li> </ul>
Develop a Test Plan (iv)	<ul style="list-style-type: none"> <li>Develop a Test Plan (iv)</li> </ul>
Execute and Evaluate Testing (v)	<ul style="list-style-type: none"> <li>Execute and Evaluate Testing (v)</li> </ul>
Document Test Results (vi)	<ul style="list-style-type: none"> <li>Document Test Results (vi)</li> </ul>
Assist the State with UAT (vii)	<ul style="list-style-type: none"> <li>Assist the State with UAT (vii)</li> </ul>



Task	Activities
Obtain Acceptance on Testing Results (viii)	

Note: Any row with a  icon denotes that task is the creation of a deliverable.

Ability to Implement and Deliver

Our experienced team has configured Pallium for other state programs and applies those lessons here.


h. Develop: Data/File Conversion and Migration

Deloitte’s data integration methodology is designed for secure and accurate transition of required data. This includes claims, encounters, providers, and members; case documents such as images and document files; and other PI financial and case tracking information from legacy systems to the new PICM/FADS Analytics solution. Our approach is tested, comprehensive, collaborative, and fully aligned with State requirements and leading practices for data governance and quality.

Approach and Key Activities



Task	Activities
Develop Data Conversion and Migration Plan (i) 	<div>Activity 1: [Redacted]</div> <div>Activity 2: [Redacted]</div> <div>Activity 3: [Redacted]</div>
Develop Conversion Mapping Guide (ii) 	<div>Activity 1: [Redacted]</div> <div>Activity 2: [Redacted]</div> <div>Activity 3: [Redacted]</div> <div>Activity 4: [Redacted]</div> <div>Activity 5: [Redacted]</div> <div>Activity 6: [Redacted]</div>
Perform Data Conversion/ Migration (iii)	<div>Activity 1: [Redacted]</div> <div>Activity 2: [Redacted]</div> <div>Activity 3: [Redacted]</div> <div>Activity 4: [Redacted]</div>
Provide Data Conversion/ Migration Results (iv)	<div>Activity 1: [Redacted]</div> <div>Activity 2: [Redacted]</div> <div>Activity 3: [Redacted]</div> <div>Activity 4: [Redacted]</div>
Obtain State Acceptance (v)	<div>Activity 1: [Redacted]</div> <div>Activity 2: [Redacted]</div> <div>Activity 3: [Redacted]</div>

Note: Any row with a  icon denotes that task is the creation of a deliverable.

Ability to Implement and Deliver



The team that will serve Nebraska has demonstrated success integrating Pallium with another state’s EDW and legacy case management data in four months, two months faster than the originally proposed timeframe. For another a State Medicaid agency, we were able to make changes to the case management workflow and migrate all cases and attachments in complete alignment with the State’s processes and terminology. These examples demonstrate our ability to drive quality, efficiency, and cost-effectiveness. We will bring the same high level of rigor to Nebraska.

i. **Develop: Training**

Deloitte will develop and deliver a complete set of training materials, including FAQ documents and recorded videos, tailored to the needs of users, administrators, and system stakeholders for the DHHS PICM/FADS solution. We will tailor training content to DHHS user needs including system navigation, case management, reporting, and data management.


**Approach and Key Activities**



Task	Activities
Develop Training Materials (i)	
	<div></div> <div></div> <div></div> <div></div>
Coordinate and Facilitate Training Sessions (ii)	<div></div> <div></div> <div></div> <div></div>
Online Reference for Training Materials (iii)	<div></div> <div></div>
	<div></div>



Task	Activities
	<div></div> <div></div>
	<div></div> <div></div>
Acceptance of Training Results (iv)	<div></div> <div></div> <div></div>

Note: Any row with a  icon denotes that task is the creation of a deliverable.

Ability to Implement and Deliver

j. Implement: CMS Certification Requirements

Deloitte Pallium was the first standalone PI solution to achieve CMS certification and remains fully compliant with Nebraska’s requirements. Our proven Certification Plan details the tools, reports, and evidence needed to help DHHS secure CMS certification efficiently. With extensive experience, including recent success guiding a state Medicaid agency through MECT and certifying the PI module, we also assist states in Outcomes-Based Certification for PI, IE, SI, and EDW modules. Drawing on its expertise, Deloitte helps DHHS remain on track, stay within budget, and set a strong example in Medicaid modernization.

Approach and Key Activities

Our team understands the processes and artifacts needed to support CMS Certification, and we have successfully helped states navigate the stakeholders and relationships throughout the process. We have encapsulated these experiences in a Certification Plan that outlines the tools, reports, and evidence collection processes. We will update the plan in alignment with DHHS’ environment and support the State through the successful certification of PICM/FADS.



### General (j.i)

Deloitte will provide experienced **staff to support the necessary CMS certification activities**, including Operational Readiness Review, Certification Review, and related planning and meetings. Our team will support CMS Certification requirements including:

[REDACTED]

### Pre-Operational Readiness Review (ORR) (j.ii)

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### Operational Readiness Review (ORR) (j.iii)

[REDACTED]  
 [REDACTED]  
 [REDACTED]



[REDACTED]

**Certification Review (j.iv)**

[REDACTED]

**Operations (j.v)**

We will prepare the Official Certification Request Letter for outcomes-based certification within six months after solution go-live. For ongoing certification operations, Deloitte will develop, produce, and support ongoing metrics reporting as defined by DHHS for CMS submission. We will provide reporting updates as required.

**Ability to Implement and Deliver**


Deloitte’s Pallium™ is the first stand-alone program integrity module to achieve CMS certification, and we have successfully certified it in multiple states, including [REDACTED], on time and within budget. DHHS will benefit from a streamlined and efficient certification process as Deloitte has a proven methodology and deep understanding of the CMS certification guidelines.

**k. Implement: CMS Certification Support**

Deloitte recognizes the critical importance of achieving and maintaining CMS certification for the PICM/FADS solution as this directly impacts Nebraska Medicaid’s eligibility for enhanced Federal Financial Participation (FFP) and Federal Medical Assistance Percentage (FMAP) funding.


**Approach and Key Activities**

Nebraska DHHS will meet federal requirements and adhere to the Streamlined Modular Certification (SMC) process by leveraging Deloitte’s experience with our CMS-certified solution, Pallium. Below, we detail our approach to meeting each CMS certification support requirement, integrating leading practices and lessons learned from successful certifications in other states.

Task	Activities
CMS Certification Plan (i) 	[REDACTED]
Assist with Advanced Planning Document (APD) Materials (ii)	[REDACTED]



Task	Activities
Assist with Operational Readiness Review (ORR) (iii)	
Assist with Certification Review (iv)	

Note: Any row with a  icon denotes that task is the creation of a deliverable.

Ability to Implement and Deliver

As discussed in our approach to CMS Certification Requirements above, we have demonstrated successes helping states navigate CMS Certification. Deloitte’s approach is grounded in this extensive experience with CMS Certification, our understanding of the SMC process, and our commitment to Nebraska Medicaid’s strategic goals. We will guide the State through each phase of certification and show that all federal and State requirements are met.

I. Implement: Pre-Implementation and Pilot


Approach and Key Activities

Our methodology incorporates rigorous

Task	Activities
Implementation Plan (i)	



Task	Activities
Implementation Checklist(s) (ii)	
	
Facilitate Go/No Go Decision (iii)	
Develop Pilot Plan (iv)	
	
Implement Pilot (v)	
Develop Cutover Playbook (vi)	
	
Develop Contingency Plan (vii)	
	
Third Party Security Assessment (viii)	
Pre-Go Live Third-Party Penetration Test (ix)	
Disaster Recovery and Business Continuity Plan (x)	
	
Production Readiness Assessment (xi)	
	

Note: Any row with a  icon denotes that task is the creation of a deliverable.

Ability to Implement and Deliver

As it has in previous Pallium implementations, Deloitte’s comprehensive pre-implementation methodology will prepare Nebraska Medicaid’s PICM/FADS Analytics Solution for a successful launch, with anticipated risks mitigated and stakeholders engaged throughout the process.



m. Implement: Implementation

Deloitte’s implementation methodology for the PICM/FADS Analytics System is designed to support a smooth transition into production, with support for change management, issue and defect management, and ongoing monitoring.

Approach and Key Activities



Task	Activities
Perform Implementation (i)	Change Management
	[Redacted]
	[Redacted]
	Issue Management
	[Redacted]
	[Redacted]
	[Redacted]
	Defect Management
	[Redacted]
	[Redacted]
	[Redacted]
	[Redacted]
	Monitoring Initial Operation
	[Redacted]
	[Redacted]



Task	Activities
	[REDACTED]
Go-live (ii)	[REDACTED]
Assist the State with on-site Implementation assistance for Go-live week (iii)	[REDACTED]
Obtain Implementation Result Acceptance (iv)	[REDACTED]

Ability to Implement and Deliver

Deloitte has a proven track record of supporting clients through Pallium implementations and successful go-lives. We have assisted states through the implementation process, providing clear evidence of technical readiness, supporting staff with hands-on help and office hours. [REDACTED] Program Integrity teams have been active users of Pallium, demonstrating our ability to deliver results and provide hands-on support throughout each implementation.

n. Post Go-Live: Post-Implementation

Deloitte’s post-implementation approach is structured to provide DHHS with a reliable and high-performing PICM/FADS Analytics System following go-live. Our methodology includes [REDACTED]

Approach and Key Activities

- [REDACTED]
- [REDACTED]
- [REDACTED]




[illegible]

Task	Activities
Warranty Period (i)	[REDACTED]
Post Implementation Review Meeting (ii)	[REDACTED]
Conduct Lessons Learned (iii)	[REDACTED]
Develop Lessons Learned Document (iv)	[REDACTED]
Enhancement Requests Plan (v)	[REDACTED]



[illegible]

Note: Any row with a  icon denotes that task is the creation of a deliverable.

### Ability to Implement and Deliver

Deloitte has provided post-implementation Pallium support to multiple states. We have the personnel and experience to meet DHHS's needs following Nebraska's Pallium implementation.

Deloitte has provided post-implementation Pallium support to multiple states, bringing a wealth of experience and proven capability to similar projects. Our team is well-equipped with the expertise and resources required



to address the ongoing needs of DHHS after Nebraska’s Pallium implementation, properly navigating through the warranty period, incorporating changes, and delivering enhancements. Drawing from a history of successful transitions, we are prepared to offer comprehensive assistance and support tailored to the unique requirements of the State.

**o. Post-Go Live: Maintenance, Operations and Support**

[Redacted]


**Approach and Key Activities**

[Redacted]

Task	Activities
System Upgrades – Testing and Approval (i)	[Redacted]
Timely system for critical issues (ii)	[Redacted]
Regular Maintenance Schedule (iii)	[Redacted]
System downtime notification (iv)	[Redacted]
Roadmap for future enhancements (v)	[Redacted]
 Account Manager Designation (vi)	[Redacted]
Annual independent third-party penetration test, including Open Web Application Security Project (OWASP) Top 10 (vii)	[Redacted]



Task	Activities
Annual Disaster Recovery Test (viii)	[Redacted]
Annual Security Controls Assessment (ix)	[Redacted]
Help Desk Support (x)	[Redacted]
	[Redacted]
	[Redacted]
	[Redacted]
	[Redacted]
	[Redacted]
	[Redacted]
	[Redacted]

Note: Any row with a  icon denotes that task is the creation of a deliverable.

Ability to Implement and Deliver

Pallium is a proven and operational Software-as-a-Service (SaaS) offering delivering reliable and insightful FWA leads to Medicaid clients. As should be expected of a cloud-based platform, Deloitte’s O&M strategy for Pallium emphasizes [Redacted]

p. Post-Go Live: Turnover Phase

[Redacted]

Approach and Key Activities

[Redacted]

Task	Activities
Turnover Plan (i)	[Redacted]
	[Redacted]



[illegible]

Note: Any row with a  icon denotes that task is the creation of a deliverable.

### Ability to Implement and Deliver

[REDACTED]

## 2.B. Proposed Development Approach

### Proposed Resolution

Our unique and proven approach to addressing the technical and functional specifications brings disciplined and rigorous implementation processes, a stable PICM / FAD analytics solution, and an approach that emphasizes collaboration and transparency which will enable the Nebraska DHHS to realize its vision for identifying and preventing FWA in Medicaid and other medical assistance programs. Deloitte Pallium is our proposed solution, as it has been specifically designed for Medicaid Program Integrity. We have seen many similarities in how PI organizations operate, allowing us to enhance Pallium to address any gaps in features and capabilities while providing innovation and cross State leading practices.

Pallium is a COTS Software-as-a-Service solution and, as demonstrated in Attachments 2 and 3, the solution is ready to meet and, in many cases, exceed Nebraska's requirements out of the box. We understand that this is more than just a simple software install. [REDACTED]



[Redacted]

**Project Phase**

**Design**

*Sections 2.A.4.c – 2.A.4.f*

[Redacted]

**Rationale for Resolving Features and Requirements**

[Redacted]

- [Redacted]
- [Redacted]
- [Redacted]

**Substantiation to Meet and/or Exceed Objectives and Requirements**

[Redacted]

[Redacted]

[Redacted]



## Project Phase

### Develop

Sections 2.A.4.g – 2.A.4.i

## Rationale for Resolving Features and Requirements

## Substantiation to Meet and/or Exceed Objectives and Requirements

## Project Phase

### Implement

Sections 2.A.4.j – 2.A.4.m



Project Phase	
Rationale for Resolving Features and Requirements	
I	[Redacted]
	[Redacted]
I	[Redacted]
	[Redacted]

Substantiation to Meet and/or Exceed Objectives and Requirements	
I	[Redacted]
	[Redacted]
I	[Redacted]
	[Redacted]

Project Phase	
Post Go-Live	
Sections 2.A.4.n – 2.A.4.p	
I	[Redacted]
	[Redacted]
Rationale for Resolving Features and Requirements	
I	[Redacted]
	[Redacted]



## Project Phase

[REDACTED]

- I [REDACTED]
- I [REDACTED]

## Substantiation to Meet and/or Exceed Objectives and Requirements

[REDACTED]

- I [REDACTED]
- I [REDACTED]

## Innovation and Creativity

[REDACTED]

- I [REDACTED]



[REDACTED]

[REDACTED]

[REDACTED]

## 2.C. Technical Considerations

Our team has outlined the following key considerations included in our implementation approach based on our understand of the technical and functional requirements and our lesson learned from other Medicaid implementations:

[REDACTED]

[REDACTED]

[REDACTED]

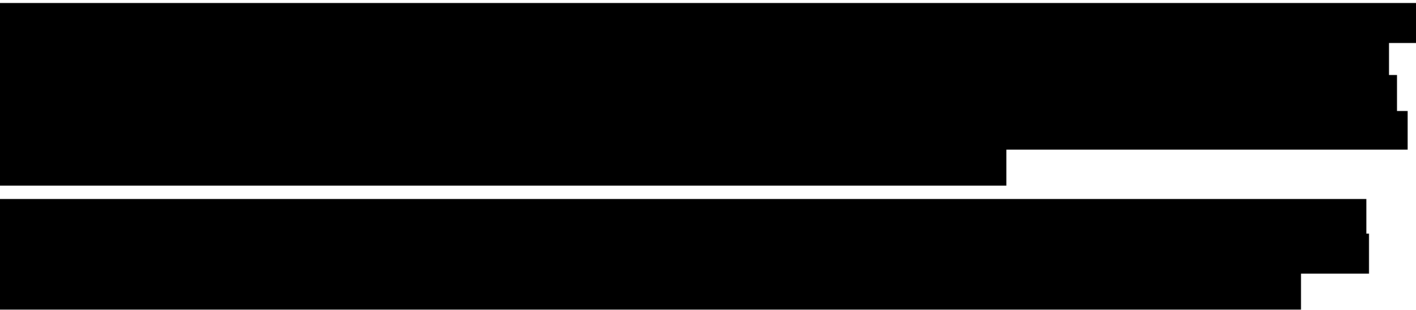
[REDACTED]



2.D. Project Work Plan, Management, and Implementation

1. Project Work Plan

Our approach emphasizes the importance of coordinating amongst multiple stakeholders to be effective.



Design (January – May)

Activities	Deliverables/Milestones
<div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div></div>	<ul style="list-style-type: none"><li>• Kick Off (<i>within 2 weeks after Contract Execution</i>)</li><li>• Master Project Plan</li><li>• Integrated Master Project Schedule</li><li>• Project Management Plan</li><li>• Risk Management Plan</li><li>• Issue Management Plan</li><li>• Deliverable Review and Approval Process</li><li>• Communication Plan</li><li>• Staffing Plan</li><li>• Change Management Plan</li><li>• Application Configuration and Maintenance Plan</li><li>• Requirements Validation Matrix</li><li>• Requirements Traceability Matrix</li><li>• Infrastructure Plan</li><li>• System Security Plan</li></ul>

Develop (April – September)

Activities	Deliverables/Milestones
<div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div></div>	<ul style="list-style-type: none"><li>• Test Plan</li><li>• Document Test Results</li><li>• Assist the State with UAT (<i>environment available no later than 6 months after kick off</i>)</li><li>• Data Conversion and Migration Plan</li><li>• Conversion Mapping Guide</li><li>• Develop Training Materials</li></ul>



## Implement (May – September)

Activities	Deliverables/Milestones
[REDACTED]	<ul style="list-style-type: none"> <li>• CMS Certification Plan</li> <li>• Assist with Advanced Planning Document (APD) Materials</li> <li>• Assist with Operational Readiness Review (ORR)</li> <li>• Implementation Plan</li> <li>• Implementation Checklist(s)</li> <li>• Develop Pilot Plan</li> <li>• Implement Pilot (<i>completed no later than 8 months after kick off</i>)</li> <li>• Develop Cutover Playbook</li> <li>• Develop Contingency Plan</li> <li>• Disaster Recovery and Business Continuity Plan</li> <li>• Production Readiness Assessment</li> <li>• Go-live (<i>completed within 9 months after kick off</i>)</li> <li>• Assist the State with on-site Implementation assistance for Go-live week (<i>week of onsite support</i>)</li> </ul>

## Post Go-Live (October – Onwards)

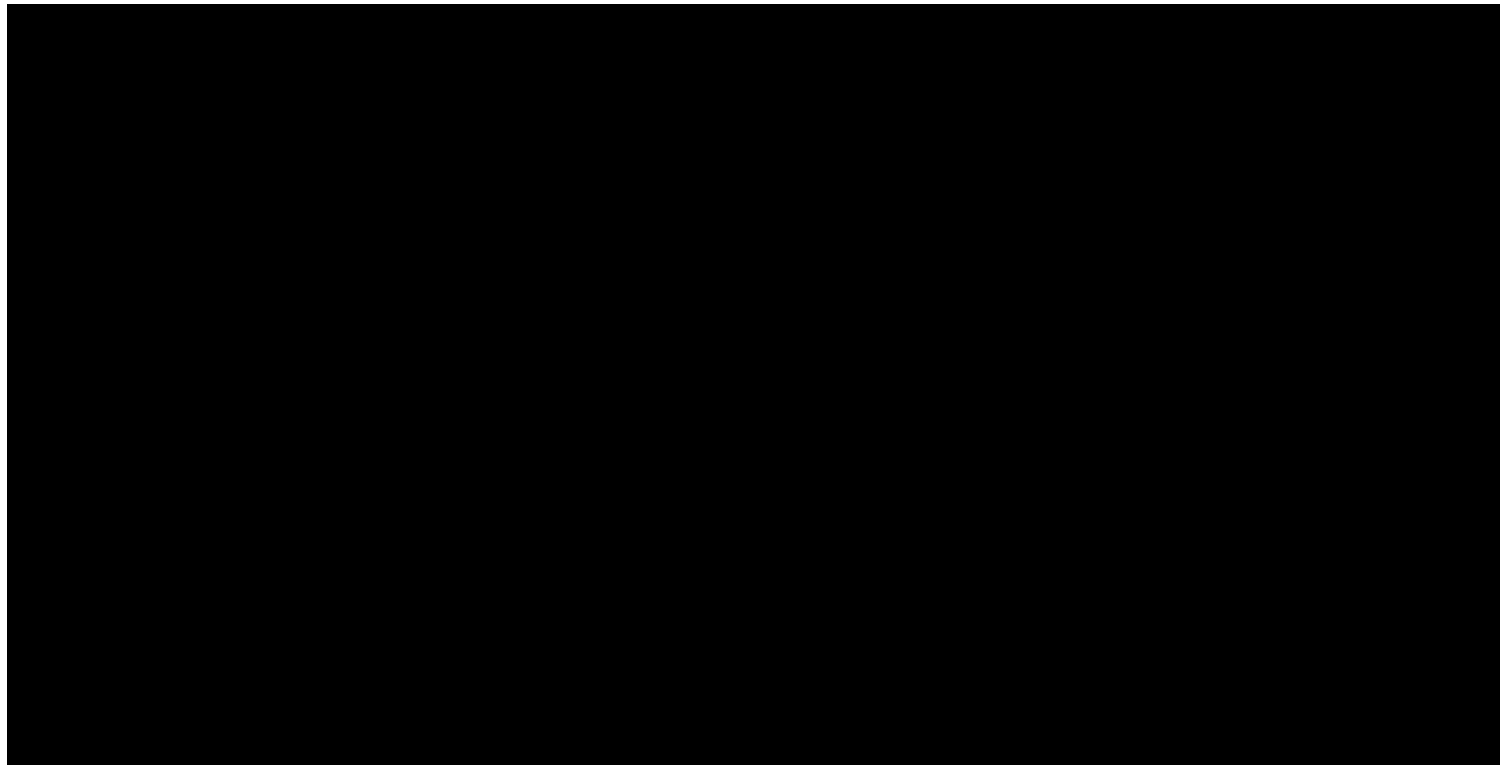
Activities	Deliverables/Milestones
[REDACTED]	<ul style="list-style-type: none"> <li>• Warranty Period (<i>from go-live, 90 consecutive days without a critical incident</i>)</li> <li>• Post Implementation Review Meeting (<i>within 2 weeks after acceptance of the Warranty Period</i>)</li> <li>• Develop Lessons Learned Document (<i>no later than 4 weeks after post implementation review meeting</i>)</li> <li>• Enhancement Requests Plan (<i>no later than 4 weeks after post implementation review meeting</i>)</li> <li>• Transition Plan (<i>no later than 4 weeks after post implementation review meeting</i>)</li> <li>• <i>Maintenance, Operations and Support phase begins upon acceptance of Warranty Period and continues through duration of contract and any subsequent optional renewals and any extension</i></li> <li>• Roadmap for future enhancements</li> <li>• Turnover Plan</li> <li>• Knowledge Transfer Plan</li> </ul>

We further define our project work plan sequence and scheduling in section 2.e.

## 2. Project Timeline



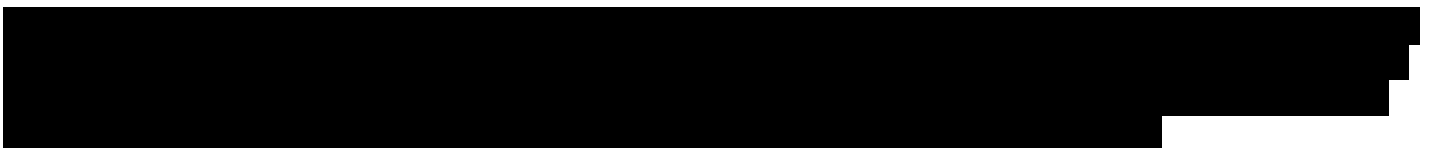
Building from our project work plan and guiding project management principles, we will create a project timeline that is not only actionable and achievable but also informed by our experience developing similar PICM Medicaid solutions for other states.



*\* CMS Certification activities will continue into the next year. Deloitte stands ready to support Nebraska through the Pre-ORR and ORR process including all back and forth with the CMS stakeholders including all communication regarding defect fixes and patching. We expect that final CMS certification notification will come about 6-months after go-live.*

### 3. Project Management

#### Project Management





[REDACTED]

[REDACTED]

PROPRIETARY INFORMATION



[REDACTED]

[REDACTED]

## **Risk Management**

[REDACTED]

[REDACTED]

## **Communication Management**

[REDACTED]

[REDACTED]

[REDACTED]



[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

## Staffing Plan

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

## Background Checks on Personnel Accessing Sensitive and Confidential Information

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

## Project Management Tools

[REDACTED]



[REDACTED]

[REDACTED]

### **Project Management Methodology Questions**

- a) *Designate a Lead Project Manager to coordinate and schedule implementation, configuration, and associated deliverables. The Lead Project Manager shall be reasonably acceptable to the State.*

[REDACTED]

- b) *Employ a project management approach that will satisfy the scope of work and incorporate all activities described in the RFP.*

[REDACTED]



- c) *Designated project management to participate in weekly project update teleconference meetings with State resources. If deemed necessary by the Vendors' project manager or State resources, the Vendor will include other Vendor project resources to join the weekly call(s).*

[REDACTED]

- d) *Submit a monthly status report to the State team based on agreed upon metrics.*

[REDACTED]

- e) *Facilitate executive level review meetings to update executive stakeholders on project status and to formalize any agreed upon changes to the project plan.*

[REDACTED]

#### 4. Implementation

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



## 2.E. Deliverables and Due Dates

Phase/ Task	Deliverables		Due Date
Design			
c. Executive Kick-off	i.	Provide kick-off materials prior to the kick-off call	January 7, 2026
	ii.	Conduct a project kick-off meeting with executive stakeholders (within two weeks)	January 14, 2026
	iii.	Deliver post kick-off call notes and action items (within two days after kick off)	January 16, 2026
d. Project Initiation	i.	Develop a Master Project Plan	January 30, 2026 (All plans due within three weeks of project kick off)
	ii.	Integrated Master Project Schedule	
	iii.	Develop a Project Management Plan	
	iv.	Develop a Risk Management Plan	
	v.	Develop an Issue Management plan	
	vi.	Deliverable Review and Approval Process	
	vii.	Develop a Communication Plan	
	viii.	Develop a Staffing Plan	
	ix.	Develop a Change Management Plan	
	x.	Develop an Application Configuration and Maintenance Plan	
e. Requirements Validation with Demonstration	i.	Develop a Requirements Validation Matrix	February 20, 2026 (All requirements gathering complete within six weeks of project kick-off)
	ii.	Coordinate and Facilitate Requirements Gathering Session	
	iii.	Formally Demonstrate Key Features and Functions	
	iv.	Develop a Requirements Traceability Matrix	
f. Design and Configuration	i.	Establish and utilize a deliverable review and acceptance process	February 6, 2026
	ii.	Configure environments for Development, Testing, Training and Production	February 13, 2026
	iii.	Complete Standard System Configuration	February 20, 2026
	iv.	Assist the State with configuration of system	March 13, 2026
	v.	Assist the State with user role determination	March 27, 2026
	vi.	Develop Infrastructure Plan	April 24, 2026
	vii.	Develop System Security Plan	April 24, 2026
	viii.	Obtain acceptance from the State on Design and System Configuration	May 29, 2026
Develop			
g. Development and Testing	i.	Complete all necessary custom development	April 10, 2026
	ii.	Complete all necessary reports	April 10, 2026
	iii.	Complete all necessary Integrations (Interfaces, Imports, and Exports)	April 10, 2026
	iv.	Develop a Testing Plan	April 30, 2026
	v.	Execute and evaluate Testing	May 4, 2026
	vi.	Document Testing Results	May 29, 2026
	vii.	Assist the State with User Acceptance Testing (UAT) (within six months of kick-off)	June 5, 2026
	viii.	Obtain acceptance from the State on Testing Results	July 10, 2026
h. Data/ File Conversion and Migration Plan	i.	Develop a Data/File Conversion and Migration Plan	April 17,2026
	ii.	Develop a Conversion Mapping Guide	May 1, 2026
	iii.	Perform the Data/File Conversion and Migration	May 29, 2026
	iv.	Provide a Data/File Conversion and Migration Results Report	June 5, 2026
	v.	Obtain acceptance from the State on Data/File Conversion and Migration Results	June 12, 2026
i. Training	i.	Develop Training materials	July 29, 2026
	ii.	Coordinate and facilitate Training Instruction (one to two months before go-live)	August 14, 2026
	iii.	Provide online reference Training Materials for Administrator and User Manuals	August 14, 2026
	iv.	Obtain acceptance from the State on Training Results	August 21, 2026



Phase/Task	Deliverables	Due Date
<b>Certify/Implement</b>		
j. CMS Certification Requirements	i. General	Ongoing Throughout
	ii. Pre-Operational Readiness Review	May 15, 2026
	iii. Operational Readiness Review	August 14, 2026
	iv. Certification Review	February 2027
	v. Operations	Ongoing Throughout
k. CMS Certification Support	i. CMS Certification Plan	April 11, 2026
	ii. Assist the State with Advanced Planning Document (APD) Supporting materials	Ongoing Throughout
	iii. Assist the State with Operational Readiness Review (ORR)	Ongoing Throughout
	iv. Assist the State with Certification Review (CR)	Ongoing Throughout
l. Pre-Implementation and Pilot	i. Develop Implementation Plan	June 5, 2026
	ii. Develop Implementation Checklist(s)	June 5, 2026
	iii. Facilitate Go/No Go Decision	August 28, 2026
	iv. Develop Pilot Plan	June 26, 2026
	v. Implement Pilot	July 2, 2026
	vi. Develop cut over Playbook	June 26, 2026
	vii. Develop Contingency Plan	June 26, 2026
	viii. Conduct Third-Party Security Assessment	June 26, 2026
	ix. Complete Pre-Go Live Third-Party Penetration Test	June 26, 2026
	x. Develop Disaster Recovery and Business Continuity Plan	June 26, 2026
	xi. Complete Production Readiness Assessment	July 9, 2026
m. Implementation	i. Perform and Complete all Aspects of the Implementation	September 30, 2026
	ii. Go-live	September 30, 2026
	iii. Assist the State with on-site Implementation assistance for Go-live week	September 30, 2026
	iv. Obtain acceptance from the State on Implementation Results	October 2, 2026
<b>Support</b>		
n. Post Implementation	i. Warranty Period (90 consecutive days following go-live)	9/30/26 – 12/29/26
	ii. Coordinate and facilitate Post-Implementation review meeting	January 8, 2027
	iii. Conduct Lessons Learned	January 8, 2027
	iv. Develop Lessons Learned Document	January 12, 2027
	v. Provide a plan for Enhancement Requests	February 5, 2027
	vi. Provide a Transition Plan from Implementation to Maintenance, Operations and Support	February 5, 2027
o. Maintenance Operations and Support	i. Provide new software versions	Ongoing following implementation
	ii. Provide timely system fixes and resolution	
	iii. Establish and perform regular maintenance schedule in collaboration with the State	
	iv. System unavailability notifications	
	v. Process for system improvements based on defects, feature enhancements or adjustments	
	vi. Designate an account manager for the life of the contract	
	vii. Annual independent third-party penetration test, including Open Web Application Security Project (OWASP) Top 10	
	viii. Annual disaster recovery test	
	ix. Annual independent third-party security controls assessment	
	x. Help Desk Support	
p. Turnover Phase	i. Develop Turnover Plan	TBD
	ii. Develop Knowledge Transfer Plan	



### 3. Appendix

#### 3.a. Contractual Agreement Form

CONTRACTUAL AGREEMENT FORM	
<b>BIDDER MUST COMPLETE THE FOLLOWING</b>	
<p>By signing this Contractual Agreement Form, the bidder guarantees compliance with the provisions stated in this solicitation and agrees to the terms and conditions unless otherwise indicated in writing and certifies that bidder is not owned by the Chinese Communist Party.</p>	
<p>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 Vendors. This information is for statistical purposes only and will not be considered for contract award purposes.</p> <p><input checked="" type="checkbox"/> <b>NEBRASKA VENDOR AFFIDAVIT:</b> Bidder hereby attests that bidder is a Nebraska Vendor. "Nebraska Vendor" 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. All vendors who are not a Nebraska Vendor are considered Foreign Vendors under Neb. Rev Stat § 73-603 (c).</p> <p>_____ 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.</p> <p>_____ I hereby certify that I am a blind person licensed by the Commission for the Blind &amp; Visually Impaired in accordance with Neb. Rev. Stat. § 71-8611 and wish to have preference considered in the award of this contract.</p>	
<b>THIS FORM MUST BE SIGNED MANUALLY IN INK OR BY DOCUSIGN</b>	
COMPANY:	Deloitte & Touche LLP
ADDRESS:	1100 Capitol Ave, Ste 300, Omaha, NE 68102
PHONE:	(402) 346-7788
EMAIL:	[REDACTED]
BIDDER NAME & TITLE:	Barton Bishop Managing Director
SIGNATURE:	[REDACTED]
DATE:	10 July 2025
<b>VENDOR COMMUNICATION WITH THE STATE CONTACT INFORMATION (IF DIFFERENT FROM ABOVE)</b>	
NAME:	Jeff Harrison
TITLE:	Senior Manager
PHONE:	[REDACTED]
EMAIL:	[REDACTED]



### 3.b. Completed Attachment 1 – Minimum Qualifications

**Attachment 1**  
**Minimum Qualifications**  
**RFP 122125 O3**  
**Program Integrity Case Management (PICM) System**

If Bidder meets the minimum requirements as outlined in the RFP under Section (V) MINIMUM ESSENTIAL QUALIFICATIONS, EXPERIENCE AND/OR CAPABILITIES, please complete this form and include in the Appendix section of your RFP response. Fill in your company name in the two areas listed below, sign and date.

#### D. MINIMUM REQUIREMENTS FOR EVALUATION

**MINIMUM ESSENTIAL QUALIFICATIONS, EXPERIENCE AND/OR CAPABILITIES**

The State of Nebraska, Department of Health and Human Services (DHHS) is seeking a Vendor with the following minimum qualifications and/or capabilities to be deemed responsible and eligible for evaluation. If your company does not meet and/or exceed all essential qualifications, experience, and/or capabilities as listed herein, your company is advised to not proceed with preparing and submitting an RFP response to this solicitation.

Confirmation that your company has read, understands, and meets the minimum essential qualifications, experience, and/or capabilities is to be included in your proposal submission – see **Attachment 1 - Minimum Qualifications**. Complete the form and include in a PDF copy in the proper area of the RFP solicitation response as requested in the submission instructions outlined in Section [VI or VII]. Failure to include a signed **Attachment 1 - Minimum Qualifications** in your proposal submission shall result in the proposal being deemed as a “Non-Responsive Solicitation Response” and disqualification from consideration. Meeting the minimum essential qualifications, experience and/or capabilities is a required element to be deemed responsible and eligible for evaluation. Minimum essential qualifications are:

- V. Bidder has the capability to perform all functions of PICM / FADS components as outlined herein this RFP and any related attachments.
- VI. Bidder must have current implemented contract for providing PICM / FADS services to a State Medicaid agency. This must be supported by demonstrating an active contract with another State Medicaid agency for the PICM / FADS solution.
- VII. Bidder must provide references for the contract referenced in #2, directly above.



I have read and understand the MINIMUM ESSENTIAL QUALIFICATIONS, EXPERIENCE AND/OR CAPABILITIES requirements as indicated in Section V. of the RFP, which reads:

I declare that Deloitte meets all said requirements in the capacity of the company and not through the experience of our sub-contractors or staffs' experience acquired through previous employment at other companies.

Further, our company understands and agrees that this form does not represent or replace any other submissions requested under RFP section (VII)(A)(1)(h) through (j) for CORPORATE EXPERIENCE, PROPOSED PERSONNEL/ MANAGEMENT APPROACH, AND SUBCONTRACTORS for the evaluation. The sole purpose of this form is to declare our company meets the minimum requirements for acting in the capacity of the responsible party and to ascertain our company, regardless of sub-contractors and former experience of employees, is eligible for consideration in this RFP process.

I am an authorized signer to make this proclamation.

A black rectangular box redacting the signature of the authorized company representative.

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Authorized Company Representative Signature

**Barton Bishop**

---

Printed Name

**Managing Director**

---

Title



### 3.d. Responses to Sections II through IV

### 3.d.1 Section II Terms and Conditions

Bidder should read the Terms and Conditions within this section and must initial either "Accept All Terms and Conditions Within Section as Written" or "Exceptions Taken to Terms and Conditions Within Section as Written" in the table below. If the bidder takes any exceptions, they must provide the following within the "Exceptions" field of the table below (Bidder may provide responses in separate attachment if multiple exceptions are taken):

1. The specific clause, including section reference, to which an exception has been taken,
2. An explanation of why the bidder took exception to the clause; and
3. Provide alternative language to the specific clause within the solicitation response.

By signing the solicitation, bidder agrees to be legally bound by all the accepted terms and conditions, and any proposed alternative terms and conditions submitted with the solicitation response. The State reserves the right to negotiate rejected or proposed alternative language. If the State and bidder fail to agree on the final Terms and Conditions, the State reserves the right to reject the solicitation response. The State reserves the right to reject solicitation responses that attempt to substitute the bidder's commercial contracts and/or documents for this solicitation.

Accept All Terms and Conditions Within Section as Written (Initial)	Exceptions Taken to Terms and Conditions Within Section as Written (Initial)	Exceptions: (Bidder must note the specific clause, including section reference, to which an exception has been taken, an explanation of why the bidder took exception to the clause, and provide alternative language to the specific clause within the solicitation response.)
	BNB	[REDACTED]



The bidders should submit with their solicitation response any license, user agreement, service level agreement, or similar documents that the bidder wants incorporated in the Contract. The State will not consider incorporation of any document not submitted with the solicitation response 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 has been negotiated and agreed to, the Addendum to Contract Award shall be interpreted as follows:

1. If only one (1) 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**

1. The contract resulting from this Solicitation shall incorporate the following documents:

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

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,

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

Unless otherwise specifically agreed to in writing by the State, the State's standard terms and conditions, as executed by the State, shall always control over any terms and conditions or agreements submitted or included by the Vendor.

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**

Bidder 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; electronically, return receipt requested; or mailed, return receipt requested. All notices, requests, or communications shall be deemed effective upon receipt.

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. BUYER'S REPRESENTATIVE**

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 bidder 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 (Nonnegotiable)**

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 & SUSPENSION OF SERVICES**

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

The State may, at any time [REDACTED]. In the event of such suspension, the Contract Manager or POC, or their designee, will issue a written order to stop work. The written order will specify which activities are to be [REDACTED] suspended and the reason(s) for the suspension. Upon receipt of such order, the Vendor shall [REDACTED] comply with its terms and take all necessary steps to mitigate and eliminate the incurrence of costs allocable to the work affected by the order during the period of suspension. The suspended performance or deliverables may only resume when the State provides the Vendor with written notice that such performance or deliverables may resume, in whole or in part. [REDACTED]

**F. AMENDMENT**

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

**G. CHANGE ORDERS OR SUBSTITUTIONS**

The State and the Vendor, 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 Vendor may not claim forfeiture of the contract by reasons of such changes.

The Vendor 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 Vendor shall be determined in accordance with applicable unit prices if any, a pro-rated value, or through negotiations. [REDACTED]

No change shall be implemented by the Vendor 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 good or service is discontinued or replaced upon mutual consent during the contract period or prior to delivery, the State reserves the right to amend the contract to include the alternate product at [REDACTED]

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

**H. RECORD OF VENDOR PERFORMANCE**

The State may document the vendor's performance, which may include, but is not limited to, the customer service provided by the vendor, the ability of the vendor, the skill of the vendor, and any instance(s) of products or services delivered or performed which fail to meet the terms of the purchase order, contract, and/or specifications. In addition to other remedies and options available to the State, the State may issue one or more notices to the vendor outlining any issues the State has regarding the vendor's performance for a specific contract ("Contract Compliance Request"). The State may also document the Vendor's performance in a report, which may or may not be provided to the vendor ("Contract Non-Compliance Notice"). The Vendor shall



respond to any Contract Compliance Request or Contract Non-Compliance Notice in accordance with such notice or request. At the sole discretion of the State, such Contract Compliance Requests and Contract Non-Compliance Notices may be placed in the State's records regarding the vendor and may be considered by the State and held against the vendor in any future contract or award opportunity. The record of vendor performance will be considered in any suspension or debarment action.

**I. NOTICE OF POTENTIAL VENDOR BREACH**

[REDACTED]

[REDACTED] Failure to give immediate notice, however, may be grounds for denial of any request for a waiver of a breach.

**J. BREACH**

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 email, delivery receipt requested; 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 [REDACTED]

[REDACTED]

[REDACTED]

**K. NON-WAIVER OF BREACH**

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**

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**

**1. GENERAL**

The Vendor 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 [REDACTED]

[REDACTED] willful misconduct, negligence, error, or omission of the Vendor, its employees, Subcontractors, consultants, representatives, and agents, resulting from [REDACTED] this contract, except to the extent such Vendor liability is attenuated by any action of the State which directly and proximately contributed to the claims.

**2. INTELLECTUAL PROPERTY**



The Vendor 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 Vendor or its employees, Subcontractors, consultants, representatives, and agents; provided, however, the State gives the Vendor prompt notice in writing of the claim. The Vendor may not settle any infringement claim that will affect the State's use of the [REDACTED]—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 Vendor has indemnified the State, the Vendor shall, at the Vendor'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 Vendor, and the State may receive the remedies provided under this Solicitation.

**3. PERSONNEL**

The Vendor 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 Vendor.

**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. If there is a presumed loss under the provisions of this agreement, Vendor may file a claim with the Office of Risk Management pursuant to Neb. Rev. Stat. §§ 81-8,239.01 to 81-8,306 for review by the State Claims Board. The State retains all rights and immunities under the State Miscellaneous (Neb. Rev. Stat. § 81-8,294), Tort (Neb. Rev. Stat. § 81-8,209), and Contract Claim Acts (Neb. Rev. Stat. § 81-8,302), as outlined in state law and accepts liability under this agreement only to the extent provided by law.

5. 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**

[REDACTED]

**O. ASSIGNMENT, SALE, OR MERGER**

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

The Vendor retains the right to enter into a sale, merger, acquisition, internal reorganization, or similar transaction involving Vendor's business. Vendor 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 Vendor 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.

**P. CONTRACTING WITH OTHER NEBRASKA POLITICAL SUBDIVISIONS OF THE STATE OR ANOTHER STATE**

The Vendor may, but shall not be required to, allow agencies, as defined in Neb. Rev. Stat. § 81-145(2), 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 Vendor 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.



**Q. FORCE MAJEURE**

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") that was not foreseeable at the time the Contract was executed. 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.

**R. CONFIDENTIALITY**

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.

**S. EARLY TERMINATION**

The contract may be terminated as follows:

1. The State and the Vendor, by mutual written agreement, may terminate the contract, in whole or in part, at any time.
2. The State, in its sole discretion, may terminate the contract, in whole or in part, for any reason upon thirty (30) calendar day's written notice shall be delivered by email, delivery receipt requested; certified mail, return receipt requested; or in person with proof of delivery to the Vendor. Such termination shall not relieve the Vendor of warranty or other service obligations incurred under the terms of the contract. In the event of termination, the Vendor 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, in whole or in part, immediately for the following reasons:
  - a. if directed to do so by statute,
  - b. Vendor 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 Vendor or of any substantial part of the Vendor'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 Vendor, its employees, officers, directors, or shareholders,
  - e. an involuntary proceeding has been commenced by any Party against the Vendor 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 Vendor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Vendor has been decreed or adjudged a debtor,
  - f. a voluntary petition has been filed by the Vendor under any of the chapters of Title 11 of the United States Code,
  - g. Vendor intentionally discloses confidential information,
  - h. Vendor has or announces it will discontinue support of the deliverable; and,
  - i. In the event funding is no longer available.

**T. CONTRACT CLOSEOUT**

Upon termination of the contract for any reason the Vendor shall within thirty (30) days, unless stated otherwise herein:

1. Transfer all completed or partially completed deliverables to the [REDACTED]
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 Vendor is permitted to keep the information or data by contract or rule of law. Vendor 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 Vendor's routine back up procedures,
4. Cooperate with any successor Contactor, 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 Vendor to surrender intellectual property, real or personal property, or information or data owned by the Vendor for which the State has no legal claim. [REDACTED]



**U. PROHIBITED PRODUCTS**

The State will not accept Gray Market Products for this solicitation. Gray Market is defined as the trade of a commodity through distribution channels which, while legal, are unofficial, unauthorized, or unintended by the original manufacturer. Gray Market items are not designed to be sold in a particular market and cannot be supported by the authorized importer because of various reasons.

The State will not accept any products made by a company owned by the Chinese Communist Party. Furthermore, pursuant to State of Nebraska Executive Order No. 23-05, the State will not accept any communications equipment or services developed by organizations on the Federal Communications Commission's Covered List.

The State will not accept goods from countries or persons identified on the Office of Foreign Assets Control Sanctions List.

**V. AMERICANS WITH DISABILITIES ACT**

Vendor shall comply with all applicable provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12131–12134), as amended by the ADA Amendments Act of 2008 (ADA Amendments Act) (Pub.L. 110–325, 122 Stat. 3553 (2008)), which prohibits discrimination on the basis of disability by public entities.

**W. LONG-TERM CARE OMBUDSMAN (Nonnegotiable)**

Vendor 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.

**X. OFFICE OF PUBLIC COUNSEL (Nonnegotiable)**

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, Vendor 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.

**Y. LOBBYING**

1. No federal or state funds paid under this RFP shall be paid for any lobbying costs as set forth herein.
2. Lobbying Prohibited by 31 U.S.C. § 1352 and 45 CFR § 93 et seq, and Required Disclosures.
  - a. Contractor certifies that no federal or state appropriated funds shall be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this award for: (a) the awarding of any federal agreement; (b) the making of any federal grant; (c) the entering into of any cooperative agreement; and (d) the extension, continuation, renewal, amendment, or modification of any federal agreement, grant, loan, or cooperative agreement.
  - b. If any funds, other than federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence: an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with Contractor, Contractor shall complete and submit Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. Lobbying Activities Prohibited under Federal Appropriations Bills.
  - a. No funds paid under this RFP shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body, except in presentation of the Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any state or local government itself.
  - b. No funds paid under this RFP shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the



Congress or any State government, State legislature or local legislature or legislative body, other than normal and recognized executive legislative relationships or participation by an agency or officer of an State, local or tribal government in policymaking and administrative processes within the executive branch of that government.

- c. The prohibitions in the two sections immediately above shall include any activity to advocate or promote any proposed, pending, or future federal, state or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
4. Lobbying Costs Unallowable Under the Cost Principles. In addition to the above, no funds shall be paid for executive lobbying costs as set forth in 45 CFR § 75.450(b). If Contractor is a nonprofit organization or an Institute of Higher Education, other costs of lobbying are also unallowable as set forth in 45 CFR § 75.450(c).

## Z. LIQUIDATED DAMAGES

The bidder hereby acknowledges that the timely establishment and persistence of 1) the user acceptance testing (UAT) environment, 2) the production environment 3). a stable post-implementation system, and 4) the expedited resolution of Critical Incidents impacting time-sensitive functions of the system are all vital to the Program Integrity Unit. Any deficiencies in these areas would impair the ability of the PI Unit to do the work of the State of Nebraska and would cause damages to the PI Unit.

Liquidated damages may be assessed by the State as specified below in Sections (II)(Z)(1) and (II)(Z)(2) [REDACTED]. Payments to the Vendor may be reduced for the Vendor's failure to resolve Critical Incidents in accordance with tables in these sections. A Critical incident will be considered resolved when both parties agree that the vendor has provided a permanent solution. The Vendor will be notified in writing when liquidated damages will commence.

1. Failure of the vendor to satisfy the dates for the "Results Prior to Go-live" Deliverables defined below in Table 1 may result in an assessment of liquidated damages as indicated in Table 1.

**Table 1:** Timely completion of "Results Prior to Go-live" Deliverables.

Results Prior to Go-live	Liquidated Damages
<p>The system must have a user acceptance testing (UAT) environment completed and fully accessible to users no later than six (6) consecutive months after the Kick off.</p> <p><i>RFP, Section (VI)(A)(4)(g) Development and Testing.</i></p>	<p>Five hundred dollars (\$500.00) per State business day for any failure to provide a UAT environment within the prescribed timeframe [REDACTED].</p> <p>[REDACTED] liquidated damages continuing each business day until the UAT environment is completed and fully accessible to users.</p>
<p>The system must have the production environment completed and fully accessible to users no later than twelve (12) consecutive months after the Kick off.</p> <p><i>RFP, Section (VI)(A)(4)(m) Implementation.</i></p>	<p>Five hundred dollars (\$500.00) per State business day for any failure to provide the production environment within the prescribed timeframe, with these liquidated damages continuing each business day until a production environment has been achieved that is fully functional and accessible to users.</p>

2. The vendor's allowing Critical Incidents to occur during Post Implementation and/or during the period of performance for Maintenance, Operations and Support, which are defined below in Table 2, may result in an assessment of liquidated damages as indicated in Table 2.

**Table 2:** Critical Incidents occurring either during the "Post Implementation", Warranty Period and/or the "Maintenance, Operations and Support" period of performance.

Critical Incidents:	Liquidated Damages
<p><b>Post-Implementation, Warranty Period*</b></p> <p><b>Maintenance, Operations and Support**</b></p>	



<p><u>Out of Business:</u>  The Critical Incident causes the system to be completely down, and the State of Nebraska is unable to conduct business with the system at any point following system implementation.</p> <p><i>*Warranty Period - RFP, SECTION (VI)(A)(4)(n)(i)</i>  <i>**Maintenance, Operations and Support - RFP, SECTION (VI)(A)(4)(o)</i></p>	<p><u>Out of Business</u>  The vendor will provide a viable workaround or a permanent solution to the problem within two (2) State business days of the Critical Incident. [REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED] damages of one thousand dollars (\$1,000.00) will be assessed on the third (3rd) consecutive State business day and on each consecutive calendar day thereafter that the system is still down.</p> <p>If a permanent solution is not provided within thirty (30) consecutive State business days of the Critical Incident, damages of two thousand five hundred dollars (\$2,500.00) will be assessed on the thirty-first (31st) consecutive State business day and on each calendar day thereafter until the permanent solution is implemented, and both parties agree that the vendor has provided a permanent solution to the software problem.</p>
<p><u>Data Movement</u> [REDACTED]  The Critical Incident pertains to any interfaces required by the PICM / FADS Solution, such as the interface for Claims, Providers, Recipients, Reference Data, EVV, Non-Claims Finance, [REDACTED] at any point following system implementation.</p> <p>Details on potential system interfaces can be found in Attachment 04 – Data Integration Guidelines.</p> <p><i>*Warranty Period - RFP, SECTION (VI)(A)(3)(n)(i)</i>  <i>**Maintenance, Operations and Support - RFP, SECTION (VI)(A)(3)(o)</i></p>	<p><u>Data Movement Interruption</u>  The vendor will provide a viable workaround or a permanent solution within three (3) State business days of the Critical Incident. [REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED] damages of five hundred dollars (\$500.00) will be assessed on the fourth (4th) consecutive State business day and on each consecutive State business day thereafter until a viable workaround is provided.</p> <p>If a permanent solution is not provided within thirty (30) consecutive calendar days of the Critical Incident, damages of one thousand dollars (\$1000.00) will be assessed on the thirty-first (31st) consecutive State business day and on each calendar day thereafter until the permanent solution is implemented, and both parties agree that the vendor has provided a permanent solution to the software problem.</p>



### 3.d.1 Section III Vendor Duties

Bidder should read the Vendor Duties within this section and must initial either "Accept All Terms and Conditions Within Section as Written" or "Exceptions Taken to Vendor Duties Within Section as Written" in the table below. If the bidder takes any exceptions, they must provide the following within the "Exceptions" field of the table below (Bidder may provide responses in separate attachment if multiple exceptions are taken):

1. The specific clause, including section reference, to which an exception has been taken,
2. An explanation of why the bidder took exception to the clause; and
3. Provide alternative language to the specific clause within the solicitation response.

By signing the solicitation, bidder agrees to be legally bound by all the accepted terms and conditions, and any proposed alternative terms and conditions submitted with the solicitation response. The State reserves the right to negotiate rejected or proposed alternative language. If the State and bidder fail to agree on the final Terms and Conditions, the State reserves the right to reject the solicitation response. The State reserves the right to reject solicitation responses that attempt to substitute the bidder's commercial contracts and/or documents for this solicitation.

Accept All Vendor Duties Within Section as Written (Initial)	Exceptions Taken to Vendor Duties Within Section as Written (Initial)	Exceptions: (Bidder must note the specific clause, including section reference, to which an exception has been taken, an explanation of why the bidder took exception to the clause, and provide alternative language to the specific clause within the solicitation response.)
	BNB	[REDACTED]



**A. INDEPENDENT VENDOR / OBLIGATIONS**

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

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

The Vendor shall secure, at its own expense, all personnel required to perform the services under the contract. The personnel the Vendor 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.

[REDACTED]

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

With respect to its employees, the Vendor 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 Vendor's employees, including all insurance required by state law,
3. Damages incurred by Vendor'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 Vendor'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 Vendor, its officers, agents, or subcontractors or subcontractor's employees).

If the Vendor intends to utilize any subcontractor, the subcontractor's level of effort, tasks, and time allocation should be clearly defined in the [REDACTED]. The Vendor shall agree that it will not utilize any subcontractors not specifically included in [REDACTED] in the performance of the contract without the prior written authorization of the State. If the Vendor subcontracts any of the work, the Vendor agrees to pay any and all subcontractors in accordance with the Vendor's agreement with the respective subcontractor(s).

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

Vendor 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 Vendor 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. FOREIGN ADVERSARY CONTRACTING PROHIBITION ACT CERTIFICATION (Nonnegotiable)**

The Vendor certifies that it is not a scrutinized company as defined under the Foreign Adversary Contracting Prohibition Act, Neb. Rev. Stat. Sec. § 73-903 (5); that it will not subcontract with any scrutinized company for any aspect of performance of the contemplated contract; and that any products or services to be provided do not originate with a scrutinized company.

**C. EMPLOYEE WORK ELIGIBILITY STATUS**

The Vendor 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 Vendor is an individual or sole proprietorship, the following applies:



The Vendor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at <https://das.nebraska.gov/materiel/docs/pdf/Individual%20or%20Sole%20Proprietor%20United%20States%20Attestation%20Form%20English%20and%20Spanish.pdf>

The completed United States Attestation Form should be submitted with the Solicitation response.

If the Vendor indicates on such attestation form that he or she is a qualified alien, the Vendor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Vendor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.

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

**D. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION (Nonnegotiable)**

The Vendor 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 Vendors 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 Vendor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The Vendor shall insert a similar provision in all Subcontracts for goods and services to be covered by any contract resulting from this Solicitation.

**E. COOPERATION WITH OTHER VENDORS**

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

**F. DISCOUNTS**

Prices quoted shall be inclusive of ALL trade discounts. Cash discount terms of less than thirty (30) days will not be considered as part of the solicitation response. Cash discount periods will be computed from the date of receipt of a properly executed claim voucher or the date of completion of delivery of all items in a satisfactory condition, whichever is later.

**G. PRICES**

Prices quoted shall be net, including transportation and delivery charges fully prepaid by the bidder, F.O.B. destination named in the Solicitation. No additional charges will be allowed for packing, packages, or partial delivery costs. When an arithmetic error has been made in the extended total, the unit price will govern.

Prices submitted on the cost sheet, once accepted by the State, shall remain fixed for the initial term of the contract. Any request for a price increase subsequent to the initial term of the contract shall not exceed three percent (3 %) of the previous Contract period. Increases will only apply to that period of the contract. Requests for an increase must be submitted in writing to the Nebraska Department of Health and Human Services a minimum of 180 days prior to the end of the current contract period. Further documentation may be required by the State to support the price increase. Failure to supply any requesting supporting documentation may be grounds to deny the cost increase.

Vendor also represents and warrants that all prices set forth in the contract and all prices in addition, which the Vendor may charge under the terms of the contract, do not and will not violate any existing federal, state, or municipal law or regulations concerning price discrimination and/or price fixing. Vendor agrees to hold the State harmless from any such violation. Prices quoted shall not be subject to increase throughout the contract period unless specifically allowed by these specifications.

The State reserves the right to deny any requested price increase. No price increases are to be billed to any State Agencies prior to written amendment of the contract by the parties.

The State will be given full proportionate benefit of any decreases for the term of the contract.

**The State reserves the right to deny any requested price increase. No price increases are to be billed to any State Agencies prior to written amendment of the contract by the parties.**

**The State will be given full proportionate benefit of any decreases for the term of the contract.**



**H. PERMITS, REGULATIONS, LAWS**

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 Vendor shall obtain and pay for all royalties, licenses, and permits, and approvals necessary for the execution of the contract. The Vendor must guarantee that it has the full legal right to the materials, supplies, equipment, software, and other items used to execute this contract.

**I. OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES**

The State shall have the unlimited right to publish, duplicate, use, and disclose all information and data developed or obtained by the Vendor 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 [REDACTED]. Vendor shall have no ownership interest or title, and shall not patent, license, or copyright, duplicate, transfer, sell, or exchange, the design, specifications, concept, or [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**J. INSURANCE REQUIREMENTS**

The Vendor shall throughout the term of the contract maintain insurance as specified herein and provide the State a current Certificate of Insurance/Acord Form (COI) verifying the coverage. The Vendor shall not commence work on the contract until the insurance is in place. If Vendor subcontracts any portion of the Contract the Vendor 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 [REDACTED]  
[REDACTED]  
[REDACTED]
3. Provide the State with copies of each subcontractor's Certificate of Insurance evidencing the required coverage.

[REDACTED]  
[REDACTED]  
[REDACTED]. The failure of the State to require a COI, or the failure of the Vendor to provide a COI or require subcontractor insurance shall not limit, relieve, or decrease the liability of the Vendor 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 one (1) year of termination or expiration of the contract, the Vendor 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 one (1) year following termination or expiration of the contract.

If by the terms of any insurance a mandatory deductible is required, or if the Vendor elects to increase the mandatory deductible amount, the Vendor 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 Vendor 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 Vendor 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 Vendor shall take out and maintain during the life of this contract such Commercial General Liability Insurance and Commercial Automobile Liability Insurance as shall protect Vendor 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 Vendor 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 Vendors, 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 Vendors	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
Voluntary Compensation	Statutory
COMMERCIAL AUTOMOBILE LIABILITY	
Bodily Injury/Property Damage	\$1,000,000 combined single limit
Include All Owned, Hired & Non-Owned Automobile liability	Included
Motor Carrier Act Endorsement	Where Applicable
UMBRELLA/EXCESS LIABILITY	
Over Primary Insurance	\$5,000,000 per occurrence
PROFESSIONAL LIABILITY	
All Other Professional Liability (Errors & Omissions)	\$1,000,000 Per Claim / Aggregate
COMMERCIAL CRIME	
Crime/Employee Dishonesty Including 3rd Party Fidelity	\$1,000,000
CYBER LIABILITY	
Breach of Privacy, Security Breach, Denial of Service, Remediation, Fines and Penalties	\$5,000,000
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 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."	



#### **EVIDENCE OF COVERAGE**

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

122125 O3

Department of Health and Human Services  
Attn: Dhinesh Santhakumar  
301 Centennial Mall South, 5<sup>th</sup> Floor  
Lincoln, NE 68508  
[dhhs.rfpquestions@nebraska.gov](mailto:dhhs.rfpquestions@nebraska.gov)

These certificates or the cover sheet shall reference the solicitation 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 Vendor to maintain such insurance, then the Vendor shall be responsible for all reasonable costs properly attributable thereto.

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

#### **DEVIATIONS**

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

#### **K. ANTITRUST**

The Vendor 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.

#### **L. CONFLICT OF INTEREST**

By submitting a solicitation response, vendor certifies that no relationship exists between the vendor and any person or entity which either is, or gives the appearance of, a conflict of interest related to this solicitation or project.

Vendor further certifies that vendor will not employ any individual known by vendor to have a conflict of interest nor shall vendor 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, vendor shall provide with its solicitation response 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 solicitation response evaluation.

#### **M. STATE PROPERTY**

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

#### **N. SITE RULES AND REGULATIONS**

The Vendor 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 Vendor 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 Vendor.

#### **O. ADVERTISING**

The Vendor 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.

#### **P. NEBRASKA TECHNOLOGY ACCESS STANDARDS (Nonnegotiable)**



1. The State of Nebraska is committed to ensuring that all information and communication technology (ICT), developed, leased, or owned by the State of Nebraska, affords equivalent access to employees, program participants and members of the public with disabilities, as it affords to employees, program participants and members of the public who are not persons with disabilities.
2. By entering into this Contract, Vendor understands and agrees that if the Vendor is providing a product or service that contains ICT, as defined in subsection 3 below and such ICT is intended to be directly interacted with by the user or is public facing, such ICT must provide equivalent access, or be modified during implementation to afford equivalent access, to employees, program participants, and members of the public who have and who do not have disabilities. The Vendor may comply with this section by complying with Section 508 of the Rehabilitation Act of 1973, as amended, and its implementing standards adopted and promulgated by the U.S. Access Board.
3. ICT means information technology and other equipment, systems, technologies, or processes, for which the principal function is the creation, manipulation, storage, display, receipt, or transmission of electronic data and information, as well as any associated content. Vendor hereby agrees ICT includes computers and peripheral equipment, information kiosks and transaction machines, telecommunications equipment, customer premises equipment, multifunction office machines, software, applications, web sites, videos, and electronic documents. For the purposes of these assurances, ICT does not include ICT that is used exclusively by a Vendor.

**Q. DISASTER RECOVERY/BACK UP PLAN**

The Vendor 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.

**R. DRUG POLICY**

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

**S. INDUSTRY STANDARDS WARRANTY**

Despite any clause to the contrary, the Vendor 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 [REDACTED]

[REDACTED] 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.

**T. TIME IS OF THE ESSENCE**

**U. BUSINESS ASSOCIATE PROVISIONS**

1. BUSINESS ASSOCIATE. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR § 160.103, and in reference to the party to the Contract, shall mean Vendor or Contractor.
2. COVERED ENTITY. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR § 160.103, and in reference to the party to the Contract, shall mean DHHS.
3. HIPAA RULES. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
4. SECURITY INCIDENT. "Security Incident" shall mean the [REDACTED]—successful unauthorized access, use, disclosure, modification, or destruction of information, or interference with system operations in an information system.
5. OTHER TERMS. For purposes of these Business Associate Provisions, the following terms shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Subcontractor, Unsecured Protected Health Information, and Use.
6. THE VENDOR shall do the following:
  - a. Not use or disclose Protected Health Information other than as permitted or required by the Contract or as required by law. Vendor may use Protected Health Information for the purposes of managing its internal



business processes relating to its functions and performance under the Contract. Use or disclosure must be consistent with DHHS' minimum necessary policies and procedures.

- b. [REDACTED] appropriate administrative, physical, and technical safeguards to prevent access to, and the unauthorized use and disclosure of Protected Health Information. Comply with Subpart C of 45 CFR Part 164 with respect to electronic Protected Health Information, to prevent use or disclosure of Protected Health Information other than as provided for in the Contract and assess potential risks and vulnerabilities to the individual health data in its care and custody [REDACTED] and maintain reasonable security measures.
- c. To the extent Vendor is to carry out one or more of the DHHS' obligations under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to DHHS in the performance of such obligations. Contractor may not use or disclose Protected Health Information in a manner that would violate Subpart E of 45 CFR Part 164 if done by DHHS.
- d. In accordance with 45 CFR §§ 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any agents and subcontractors that create, receive, maintain, or transmit Protected Health Information received from DHHS, or created by or received from Vendor on behalf of DHHS, agree in writing to the same restrictions, conditions, and requirements relating to the confidentiality, care, custody, and minimum use of Protected Health Information that apply to the Contractor with respect to such information.
- e. Obtain reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and be used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and that the person shall notify Vendor of any instances of which the person is aware that the confidentiality of the information has been breached.
- f. Vendor shall maintain and make available within fifteen (15) days in a commonly used electronic format:
  - i. Protected Health Information to DHHS, as necessary to satisfy DHHS' obligations under 45 CFR § 164.524;
  - ii. Any amendment(s) to Protected Health Information, as directed or agreed to by DHHS, pursuant to 45 CFR § 164.526, or take other measures as necessary to satisfy DHHS' obligations under 45 CFR § 164.526;
  - iii. The information required to provide an accounting of disclosures to DHHS, as necessary to satisfy DHHS' obligations under 45 CFR § 164.528.
- g. [REDACTED]
- h. Report to DHHS within fifteen (15) days of when Vendor becomes aware, any [REDACTED] use or disclosure of Protected Health Information [REDACTED] made in violation of the Contract or the HIPAA Rules, including any security incident that may put electronic Protected Health Information at risk. Vendor shall [REDACTED] take immediate steps to mitigate any harmful effect of such unauthorized disclosure of Protected Health Information pursuant to the conditions of the Contract through the preparation and completion of a written [REDACTED] Plan that is subject to review and approval by DHHS. Vendor shall be responsible for all breach notifications in accordance with HIPAA rules and regulations, and all costs associated with security incident investigations and breach notification procedures [REDACTED]

7. TERMINATION FOR VIOLATION OF BUSINESS ASSOCIATE PROVISIONS.

- a. In addition to other termination provisions provided for herein, DHHS may [REDACTED] terminate the Contract, and any and all associated contracts, if DHHS determines that Vendor has violated a material term of these section III. U. Business Associate Provisions [REDACTED]



- [REDACTED]
- [REDACTED]
- b. Within thirty (30) days of expiration or termination of the Contract, or as agreed, unless Vendor requests and DHHS authorizes a longer period of time, Vendor shall return, or at the written direction of DHHS, destroy all Protected Health Information received from DHHS (or created or received by Vendor on behalf of DHHS) that Vendor still maintains in any form, and shall retain no copies of such Protected Health Information. Vendor shall provide a written certification to DHHS that all such Protected Health Information has been returned or destroyed (if so instructed), whichever is deemed appropriate. If such return or destruction is determined by DHHS to be infeasible, Vendor shall use such Protected Health Information only for purposes that makes such return or destruction infeasible, and the provisions of the Contract shall survive with respect to such Protected Health Information.
  - c. The obligations of the Vendor under this Termination section shall survive the termination of the Contract.



3.d.1 Section IV Payment

Bidder should read the Payment clauses within this section and must initial either “Accept All Terms and Conditions Within Section as Written” or “Exceptions Taken to Payment clauses Within Section as Written” in the table below. If the bidder takes any exceptions, they must provide the following within the “Exceptions” field of the table below (Bidder may provide responses in separate attachment if multiple exceptions are taken):

- 1. The specific clause, including section reference, to which an exception has been taken,
- 2. An explanation of why the bidder took exception to the clause; and
- 3. Provide alternative language to the specific clause within the solicitation response.

By signing the solicitation, bidder agrees to be legally bound by all the accepted terms and conditions, and any proposed alternative terms and conditions submitted with the solicitation response. The State reserves the right to negotiate rejected or proposed alternative language. If the State and bidder fail to agree on the final Terms and Conditions, the State reserves the right to reject the solicitation response. The State reserves the right to reject solicitation responses that attempt to substitute the bidder’s commercial contracts and/or documents for this solicitation.

Accept All Payment Clauses Within Section as Written (Initial)	Exceptions Taken to Payment Clauses Within Section as Written (Initial)	Exceptions: (Bidder must note the specific clause, including section reference, to which an exception has been taken, an explanation of why the bidder took exception to the clause, and provide alternative language to the specific clause within the solicitation response.)
	BNB	<div></div> <div></div> <div></div> <div></div> <div></div>

- A. PROHIBITION AGAINST ADVANCE PAYMENT (Nonnegotiable)**  
Pursuant to Neb. Rev. Stat. § 81-2403, “[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 (Nonnegotiable)**  
The State is not required to pay taxes and assumes no such liability as a result of this Solicitation. The Vendor 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 Vendor’s equipment which may be installed in a state-owned facility is the responsibility of the Vendor.
- C. INVOICES**  
Invoices for payments must be submitted by the Vendor to the agency requesting the services with sufficient detail to support payment.

The Vendor shall submit invoices as follows:

- Upon completion and sign-off of each respective project deliverable category as outlined in the Cost Sheet. At a minimum, invoices must clearly indicate charges broken down by project deliverable category as outlined in the Cost Sheet, the contract number, and date of invoice.
- Maintenance, Operations and Support shall be billed quarterly, following the final sign-off of the post-implementation period, throughout the duration of the contract.

The terms and conditions included in the Vendor’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. **The State shall have forty-five (45) calendar days to pay after a valid and accurate invoice is received by the State.**



**D. INSPECTION AND APPROVAL**

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

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

**E. PAYMENT (Nonnegotiable)**

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 Vendor 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 Vendor prior to the Effective Date of the contract, and the Vendor hereby waives any claim or cause of action for any such goods or services.

**F. LATE PAYMENT (Nonnegotiable)**

The Vendor 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 (Nonnegotiable)**

The State's obligation to pay amounts due on the Contract for 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 Vendor 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 Vendor 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 Vendor be paid for a loss of anticipated profit.

**H. RIGHT TO AUDIT (First Paragraph is Nonnegotiable)**

The State shall have the right to audit the Vendor's performance of this contract upon a thirty (30) days' written notice. Vendor 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 Vendor 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 Vendor shall make the Information available to the State at Vendor's place of business or a location acceptable to both Parties during normal business hours. If this is not practical or the Vendor so elects, the Vendor 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 Vendor be required to create or maintain documents not kept in the ordinary course of Vendor's business operations, nor will Vendor be required to disclose any information, including but not limited to product cost data, which is confidential or proprietary to Vendor.

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 [REDACTED] the total contract billings, or if fraud, material misrepresentations, or non-performance is discovered on the part of the Vendor, the Vendor 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 Vendor agrees to correct any material [REDACTED]-found as a result of the audit.



### 3.d. Any license, user agreement, service level agreement, or similar documents that the bidder desires to have reviewed and considered.

#### 3.d.1. Deloitte Pallium™ End User License Agreement (EULA)



Deloitte Transactions and Business Analytics LLP

This **Subscription License Agreement** ("**Agreement**") is made and entered into as of \_\_\_\_\_ by and between Deloitte Transactions and Business Analytics LLP ("**DTBA**"), a Delaware limited liability partnership, with an office located at \_\_\_\_\_, and \_\_\_\_\_ ("**Licensee**"), a \_\_\_\_\_ organized under the laws of the \_\_\_\_\_, with offices located at \_\_\_\_\_.

**1. Subscription Offering.** DTBA will make available to Licensee, on a subscription basis, certain technology and related support as set forth in the order ("**Order**") attached as Attachment 1 to this Agreement (the "**Subscription Offering**"). Specifically, DTBA will (a) provide Licensee with access to and use of the software set forth in the Order ("**Licensed Software**"), (b) provide the support and maintenance for the Licensed Software as set forth in Attachment 2 to this Agreement (the "**Support and Maintenance**"), which will be provided in accordance with the Service Levels set forth therein, and (c) provide Licensee with additional Subscription Offering related support as may be requested as set forth in the Order ("**Additional Support Requests**").

#### **2. License.**

a) Subject to Licensee's payment to DTBA of the fees set forth in the Order, DTBA hereby grants to Licensee on the terms and conditions set forth in this Agreement, a limited, non-exclusive and non-transferable license to access and use the Licensed Software during the subscription period set forth in the Order solely for Licensee's internal business purposes.

b) The Licensed Software may run on platforms or include software, including open source software, made available by one or more third parties, which may be subject to terms of use or an acceptable use policy that accompanies such third party technology.

c) To the extent any Licensed Software provided to Licensee hereunder constitutes inventory within the meaning of section 471 of the Internal Revenue Code, such Licensed Software is licensed to Licensee by DTBA as agent for its product company subsidiary on the terms and conditions contained in the Order and in this Agreement.

**3. Payment of Invoices.** Licensee shall pay DTBA for the Subscription Offering as set forth in the Order. Licensee shall pay each invoice within thirty days of its receipt thereof. If payment is not received within such period, (a) such invoice shall accrue a late charge in accordance with the applicable State prompt payment act, and (b) DTBA may also suspend or terminate the Subscription Offering upon thirty days written notice to Licensee.

**4. Term and Termination.** This Agreement commences on the date hereof and, unless sooner terminated as set forth below, shall terminate upon the subscription end date set forth in the Order. Either party may terminate this Agreement for the other party's material breach by giving thirty days prior written notice to the other party, provided that the other party shall have the right to cure the breach within the notice period. DTBA may terminate this Agreement or performance of any part of this Agreement upon written notice to Licensee if DTBA determines that the performance

of any part of this Agreement would be in conflict with law, or independence or professional rules.

**5. Licensee Responsibilities.** Licensee shall be solely responsible for, among other things (a) all Licensee and/or third party data or information provided by Licensee for use in connection with the Subscription Offering ("**Licensee Data**"), and the accuracy and completeness thereof; (b) maintaining in effect at all times during the term of the Agreement all rights required for use of any Licensee Data in connection with the Subscription Offering; and (c) obtaining and providing Licensee Data in accordance with applicable laws. As between the parties, Licensee shall own all Licensee Data. Licensee agrees that any Licensee Data provided by Licensee hereunder may be used by DTBA in connection with the Subscription Offering, including modifications and enhancements thereto. Licensee shall also be solely responsible for the performance of its personnel and agents and maintaining all software, hardware and other equipment used by Licensee to access and use the Licensed Software.

#### **6. Restrictions on Use.**

a) The Subscription Offering shall be solely for Licensee's benefit and internal business purposes and are not intended to be relied upon by any person or entity other than Licensee.

b) The Licensed Software is available only for the number of authorized users of the Licensee, as described in the Order ("**Users**"). Users may be Licensee's employees or third-party contractors of Licensee who need to use the Licensed Software on Licensee's behalf in connection with their provision of services to Licensee subject to any restrictions on such third-party contractors set forth in the Order. Licensee will not permit any User ID or User login to be used by more than one individual. Licensee is responsible for all activities conducted under its Users' logins and for Users' compliance with the Agreement and the Order. Licensee is responsible for maintaining the security of its account and passwords to prevent and restrict the access and use of the Licensed Software from unauthorized individuals.

c) Licensee is prohibited from and shall not: (i) de-compile, reverse engineer or disassemble the Licensed Software or apply any other process or procedure to derive the source code thereof, or allow any third party to do so; (ii) sell, re-license, rent, lease, provide service bureau or timeshare access to, the Licensed Software; (iii) use the Licensed Software for incorporation in any device, article, commodity, product or goods for use by or sale or lease to third parties, or for the provision of services to third parties; (iv) except as expressly provided in the Order, modify, publish, transmit, reproduce, create derivative works from, distribute, perform, display



or in any way exploit the Licensed Software in whole or in part; or (v) use the Licensed Software or the output thereof in any way that is (1) fraudulent, misleading, harmful or offensive, or violates applicable law, rule or regulation, including the export, re-export, access or use of the Licensed Software, either directly or indirectly, in violation of the U.S. economic sanctions or export controls laws and regulations (2) not authorized by this Agreement of the applicable Order, (3) in violation of any applicable acceptable use policy, or (4) in violation of any terms of use for any Licensee Data that apply to Licensee by its licensors. In addition, Licensee shall not use or permit third parties to use the Licensed Software in any way that (A) interferes with or disrupts other network users, network services or network equipment, including spamming; (B) results in the introduction of computer worms or viruses; (C) involves the use of false identities; or (D) attempts to gain unauthorized entry to any servers or databases through which such Licensed Software is provided.

d) The Subscription Offering embodies valuable copyright, patent, trademark, trade secret and other intellectual property rights owned or licensed by DTBA. DTBA or its licensors retain all right, title and interest in all such proprietary rights and property, and Licensee shall have no interest in any such rights or property, nor will anything contained in this Agreement or the Order constitute a license or grant of any rights to Licensee with respect to any copyright, patent, trademark, trade secret or any other intellectual property right other than as specifically provided in Section 2(a) of this Agreement.

e) DTBA reserves the right to, at any time, review Licensee's use of the Licensed Software to confirm compliance with the terms of this Agreement and the Order, and to take such action as it deems necessary, including suspension of an individual User's access to the Licensed Software if there has been a violation of such restrictions.

**7. Updates, Modifications and Enhancements.** Except for the Support and Maintenance and/or Additional Support Requests, DTBA shall have no obligation under this Agreement to provide updates, modifications or enhancements to the Licensed Software, or to provide maintenance, support or other services with respect to the Licensed Software. Any updates, modifications or enhancements provided to Licensee as part of the Support and Maintenance, Additional Support Requests or otherwise shall be and remain the sole and exclusive property of DTBA. The term "Licensed Software" as used herein shall include such updates, modifications or enhancements.

**8. Confidentiality.** To the extent that, in connection with this Agreement either DTBA or Licensee (the "receiving party") comes into possession of any confidential information of the other (the "disclosing party"), it will not disclose such information to any third party without the disclosing party's consent, using at least the same degree of care as it employs in maintaining in confidence its own confidential information of a similar nature, but in no event less than a reasonable degree of care. The disclosing party hereby consents to disclosure of such information (a) as expressly set forth in the Order; (b) to the receiving party and its affiliates, contractors and vendors for use in connection with this Agreement or the provision of administrative, infrastructure and other support services to the receiving party and its affiliates, in each case, whether located within or outside of the United States, provided that such contractors and subcontractors have agreed to be bound by confidentiality obligations similar to those in this Section; (c) as may be required by law or regulation, or to respond to governmental inquiries, or in accordance with applicable professional standards

or rules, or in connection with litigation pertaining to this Agreement; or (d) to the extent such information (i) is or becomes publicly available other than as the result of a disclosure in breach hereof, (ii) becomes available to the receiving party on a nonconfidential basis from a source that the receiving party believes is not prohibited from disclosing such information to the receiving party, (iii) is already known by the receiving party without any obligation of confidentiality with respect thereto, or (iv) is developed by the receiving party independently of any disclosures made to the receiving party hereunder. Licensee agrees that any Licensee Data provided by Licensee hereunder may be used by DTBA in connection with the Licensed Software.

**9. Data Security.** DTBA will maintain appropriate administrative, physical, and technical safeguards for the protection of the security, confidentiality and integrity of the Licensee Data resident in the Licensed Software, including as set forth in Attachment 3. To the extent DTBA is Processing Personal Data (as such terms are defined in Attachment 4) in connection with the Licensed Software, the terms of Attachment 4 will apply. In addition, the Business Associate Appendix attached to this Agreement as Attachment 5, and the requirements and obligations therein including with respect to privacy and security requirements, will apply to DTBA's use and disclosure of Protected Health Information (as defined in Attachment 5) in connection with its performance under this Agreement.

**10. Limited Warranty and Disclaimer.** DTBA represents and warrants that (i) the Support and Maintenance and Additional Support Requests will be provided in a professional and workmanlike manner, (ii) the Licensed Software will substantially conform to its then-current Documentation for such Licensed Software, and (iii) it has the right to grant the license to the Licensed Software as set forth herein. DTBA does not represent or warrant that the Subscription Offering will meet Licensee's requirements or that operation of the Licensed Software will be uninterrupted or error free. DTBA DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

**11. Indemnification.**

a) DTBA agrees to defend Licensee against all third party claims that Licensed Software infringes a patent or copyright or constitutes an unauthorized use of any trade secret of such third party, and to indemnify and hold harmless Licensee from any damages, liabilities and costs finally awarded by a court or amounts paid in a settlement agreed to by DTBA, except to the extent that such infringement or unauthorized use arises from, or could have been avoided except for (i) modification of such Licensed Software other than by DTBA or its contractors, or use thereof in a manner not contemplated or permitted by the Order, (ii) the failure of the indemnified party to use any corrections or modifications made available by DTBA, (iii) information, materials, instructions, specifications, requirements or designs provided by or on behalf of the indemnified party, or (iv) the use of such Licensed Software in combination with any platform, product, network or data not provided by DTBA. If Licensee's use of such Licensed Software, or any portion thereof, is or is likely to be enjoined by order of a court of competent jurisdiction as such an infringement or unauthorized use, DTBA, at its option and expense, shall have the right to (x) procure for Licensee the continued use of such Licensed Software, (y) replace such Licensed Software with a non-infringing item, or (z) modify such Licensed Software so it becomes non-infringing; provided that, if (y) or (z) is the option chosen by DTBA, the replacement or modified Licensed Software is capable of performing substantially the same function. In the



event DTBA cannot reasonably procure, replace or modify such Licensed Software in accordance with the immediately preceding sentence, DTBA may require Licensee to cease use of such Licensed Software and refund Licensee a pro-rata portion of the license fee paid by Licensee for the affected Licensed Software. The foregoing provisions of this paragraph constitute the sole and exclusive remedy of the indemnified parties, and the sole and exclusive obligation of DTBA, relating to a claim that any Licensed Software infringes any patent, copyright or other intellectual property right of a third party.

c) As a condition to the indemnity obligations contained herein, Licensee shall provide DTBA with prompt notice of any claim for which indemnification shall be sought hereunder and shall cooperate in all reasonable respects with DTBA in connection with any such claim; provided, however, that Licensee's failure to comply with such notice obligation shall not relieve DTBA of its indemnification obligations, except to the extent DTBA has been actually prejudiced by such failure. DTBA shall be entitled to control the handling of any such claim and to defend or settle any such claim, in its sole discretion, with counsel of its own choosing.

**12. Limitation on Damages.** Neither party, its contractors or their respective personnel shall be liable for any claims, liabilities or expenses relating to this Agreement ("**Claims**") for an aggregate amount in excess of the fees paid by Licensee to DTBA under the Order over the 12-month period immediately preceding the date on which the initial act or omission giving rise to the liability first occurs, except that the foregoing will not limit amounts owing by Licensee to DTBA for the charges thereunder. In no event shall either party, its contractors or their respective personnel be liable for any loss of use, data, goodwill, revenues or profits (whether or not deemed to constitute a direct Claim), or any consequential, special, indirect, incidental, punitive or exemplary loss, damage or expense, relating to this Agreement. The provisions of this Section shall not apply to any Claim for which one party has an express obligation to indemnify the other under this Agreement, to a breach of the license restrictions set forth in this Agreement or provision of Licensee Data that is unlawful or infringes a third party's intellectual property rights, or to the extent resulting from a party's bad faith or intentional misconduct. In circumstances where any limitation on damages or indemnification provision hereunder is unavailable, the aggregate liability of each party, its contractors and their respective personnel for any Claim shall not exceed an amount that is proportional to the relative fault that their conduct bears to all other conduct giving rise to such Claim. No contractor, vendor or licensor of DTBA shall have any obligation or liability to Licensee under this Agreement with respect to the Subscription Offering.

**13. General.** **Governing Law.** This Agreement and all matters relating hereto shall be governed by the laws of the State of Nebraska (without giving effect to the choice of law principles

thereof). **Entire Agreement.** This Agreement and its attachments shall constitute the entire agreement between DTBA and Licensee with respect to the subject matter of this Agreement and shall supersede all other oral or written representations, understandings, or agreements relating to or in connection with the subject matter of this Agreement. In making its determination to proceed with this Agreement, neither party will have relied on any representations of the other party except as expressly set forth in this Agreement. **Severability.** If any provision of this Agreement is found unenforceable, such provision shall not affect the other provisions, but such unenforceable provision shall be deemed modified to the extent necessary to render it enforceable, preserving to the fullest extent permitted the intent of the parties set forth in this Agreement. **Waivers and Amendments.** No delay or omission by a party in enforcing its rights or remedies under this Agreement shall impair such right or remedy or be deemed to be a waiver thereof. No waiver of any right or remedy under this Agreement with respect to any occurrence or event on one occasion shall be deemed a waiver of such right or remedy with respect to such occurrence or event on any other occasion. No amendment or waiver of this Agreement shall be valid unless in writing and signed by the parties thereto. **Binding Nature, Assignment.** This Agreement shall be binding on the respective parties thereto and their respective permitted successors and assigns; provided, however, that neither party may assign any of its rights or obligations (including interests or claims) relating to this Agreement without the prior written consent of the other. **Survival and Interpretation.** All provisions which are intended by their nature to survive the performance of this Agreement shall survive such performance, or the expiration or termination of this Agreement. **Each of the provisions of this Agreement shall apply to the fullest extent of the law, whether in contract, statute, tort (such as negligence) or otherwise, notwithstanding the failure of the essential purpose of any remedy.** Any references herein to the term "including" shall be deemed to be followed by "without limitation." Terms and conditions appearing on any purchase order shall not apply to or become part of this Agreement regardless of any statement to the contrary in such purchase order. **Independent Contractor.** Each of DTBA and Licensee is an independent contractor and neither party is, nor shall be considered to be, nor shall purport to act as, the other's agent, partner, fiduciary, joint venturer, or representative. **Force Majeure.** Neither DTBA nor Licensee shall be liable for any delays or nonperformance directly or indirectly resulting from circumstances or causes beyond its reasonable control, including fire, epidemic or other casualty, act of God, strike or labor dispute, war or other violence, or any law, order, or requirement of any governmental agency or authority. **Notices.** All notices hereunder shall be in writing, delivered to the representatives of the parties at the addresses set forth herein, unless changed by either party by notice to the other party, and effective upon receipt.



**IN WITNESS WHEREOF**, DTBA and Licensee have caused this Agreement to be executed and delivered by their respective duly authorized representatives as of the date first set forth above.

**Deloitte Transactions and Business Analytics LLP**

**[insert full legal name of Licensee]**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



RFP 122125 O3

## Attachment 1

### Order

**1. Licensed Software.** DTBA will provide the following Licensed Software subject to the terms and conditions set forth in the Agreement and this Order:

Licensed Software	Description	Modules Licensed	Number of Recipients
Pallium (Ver. #[x])	An analytics and case management solution to review and investigate potential fraud, waste, abuse, and improper payments.	Case Management module Analytics Module Reports and Dashboard Module	[in 500,000 increments]

**2. License Fees.** Licensee shall pay the following annual subscription license fees for the Licensed Software. Annual subscription license fees are exclusive of any applicable taxes, including applicable sales and use tax, which will be billed at actuals.

Fee Type	License Term	Amount	Baseline Pricing Includes
Annual subscription license fee	Initial Term: [month day, year] – [month day, year]	Case Management Module - \$x Analytics Module - \$x Reports and Dashboard Module - \$x	<ul style="list-style-type: none"> <li>40 concurrent users</li> <li>1 terabyte of storage</li> <li>for each 500,000 lives covered</li> </ul>
	Optional Renewal Term #1 [month day, year] – [month day, year]	Case Management Module - \$x Analytics Module - \$x Reports and Dashboard Module - \$x	
	Optional Renewal Term #2: [month day, year] – [month day, year]	Case Management Module - \$x Analytics Module - \$x Reports and Dashboard Module - \$x	

Following capabilities are provided with the Pallium modules:

Case Management	<ul style="list-style-type: none"> <li>Role based workflow</li> <li>Investigative Support</li> <li>Referral and Recovery Support</li> </ul>
Analytics	<ul style="list-style-type: none"> <li>Library of Analytics and Rules</li> <li>Fraud Scheme Requirements Analysis</li> <li>Potential Enhancements <ul style="list-style-type: none"> <li>New Rule and Model development</li> <li>Platform Enhancements</li> <li>Workflow Enhancements</li> <li>System Design and Architecture Enhancements</li> <li>Exploratory Analytics</li> <li>Program Integrity Process Re-engineering and Platform Enhancements</li> </ul> </li> </ul>



Reports and Dashboard	<ul style="list-style-type: none"> <li>• Reports and Dashboards</li> <li>• Executive level analytic results dashboards</li> <li>• Indicator specific dashboards</li> <li>• Standard case management suite of reports/dashboards</li> <li>• Model measurement dashboard</li> <li>• Data quality dashboards</li> <li>• Adjudication metrics dashboard</li> </ul>
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**3. Add-Ons.** The following Add-Ons may be obtained by Licensee during the term of the Order at the costs set forth below. If Licensee desires to add any of these additional items, it may do so by providing written notice to DTBA.

Add-Ons	Additional Annual Cost*
Additional block of 500,000 lives covered	\$x per block
Additional block of 5 Concurrent Users	\$x per block
Additional terabyte of storage	\$x per terabyte

*\*the additional costs for any Add-Ons that are added during the applicable annual subscription term of this Order will be prorated for the remainder of such subscription period.*

**4. Additional Support Requests:** Licensee may request the following additional items in connection with the Subscription Offering at the fees set forth below. Licensee may notify DTBA of its desire to purchase such item during the term of this Order by providing written notice to DTBA. Additional Support Request fees below are exclusive of any applicable taxes, including applicable sales and use tax, which will be billed at actuals.

Additional Support Request	Description	Cost
Enhancement Support	<p>To provide assistance with the following:</p> <ul style="list-style-type: none"> <li>• Case Management Module: Enhancements in workflow, user roles, new program-driven changes to support business process implemented on Pallium across the enterprise</li> <li>• Analytics Module: Enhancements in additional data sources, modifications to existing data sources, troubleshooting assistance with source systems</li> <li>• Reports and Dashboard Module: Additional reports, dashboards and ad hoc reporting</li> <li>• Program Integrity Process Re-engineering and platform configuration changes</li> <li>• Additional documentation for platform integrations to support regulatory compliance reporting or grant reviews</li> </ul>	<ul style="list-style-type: none"> <li>• Silver - \$[X] for up to 6,000 hours of Enhancement Support</li> <li>• Gold - \$[X] for up to 10,000 hours of Enhancement Support</li> <li>• Platinum - \$[X] for up to 14,000 hours of Enhancement Support</li> </ul>
Integration Support	<p>To provide assistance with the following:</p> <ul style="list-style-type: none"> <li>• Case Management Module: Monitoring of the additional user load and workflow processing, additional integrations with other systems, compliance reporting for additional program changes</li> <li>• Analytics Module: Monitoring of the additional model or edit integrations, data source integrations</li> <li>• Reports and Dashboard Module: Monitoring performance for the additional custom reports and ad hoc reporting</li> <li>• Monitoring the Program Integrity Process Re-engineering changes</li> </ul>	<ul style="list-style-type: none"> <li>• Silver - \$[X] for up to 10,000 hours of Integration Support</li> <li>• Gold - \$[X] for up to 20,000 hours of Integration Support</li> <li>• Platinum - \$[X] for up to 30,000 hours of Integration Support</li> </ul>



**5. Support and Maintenance.** Included in the license fee is standard Support and Maintenance for the Licensed Software as set forth in Attachment 2 of the Agreement

**6. License Term.** The initial term of this Order is as set forth above (the "Initial Term"). This Order may be renewed by Licensee on the anniversary date of the Initial Term for a maximum of two subsequent one-year periods (each a "Renewal Term") by providing DTBA written notice of renewal at least thirty (30) days prior to the expiration of the then-current term. Other than at the end of the then current term as set forth in this section, this Order is non-cancelable and nonrefundable.

**7. Payment Terms.** The annual subscription fee for the Initial Term shall be invoiced upon execution of this Order. Costs for any Add-Ons or Additional Support Requests ordered during a license term will be invoiced as incurred. Subsequent year annual subscription fees (inclusive of costs for any Add-Ons from the previous license term) shall be invoiced at the beginning of each Renewal Term. Licensee will pay all invoices within thirty (30) days from receipt of the applicable invoice.

**8. Requirements and Assumptions.** The following is a list of requirements and assumptions upon which this license is based. Any failure of or deviation from these requirements or assumptions may affect the ability of Licensee to use the Licensed Software and may result in changes to the fees set forth herein.

- Licensee is responsible for the quality, accuracy and completeness of the data from its system(s) of record, as well as for making internal and external systems of record used by the Licensee available throughout the subscription term.
- Licensee will provide all data needed from the source system to the Licensed Software in the required standardized data input files.
- Licensee is responsible for providing its own infrastructure (e.g., software, hardware, network and internet access) at an appropriate capacity level to allow the contemplated uses and contemplated number of users to access the Licensed Software.
- Licensee is responsible for determining the program integrity items it wants to track in the Licensed Software and all requirements, compliance matters, and other items that it wants to analyze, track, test and validate using the Licensed Software, each in accordance with its own procedures and applicable regulations.
- Upon termination or expiration of this Agreement, at Licensee's request within 30 days from the effective date thereof, DTBA can provide Licensee with information in meta data format and .pdf extracts as needed within the Licensed Software as of the termination or expiration date. Licensee is responsible for requesting information and retaining such information it requires to comply with applicable laws, rules and regulations regarding system validation archival information data retention requirements.

**9. Single Sign On/Federation Requirements.** If Licensee requests a single sign-on process (also known as federation) for the Licensed Software where Licensee will authorize Users of the Licensed Software to access the Licensed Software through federation from Licensee's own domains that are under the control of Licensee, then Licensee acknowledges and agrees to the following:

- Licensee will reasonably cooperate with DTBA to support its processes for commissioning, maintaining, and, at the appropriate time, decommissioning the federation.
- Licensee will maintain identification and authentication processes for granting access to its systems used to connect to the Licensed Software through federation, including a process for uniquely identifying and issuing credentials to each User, to be used only and maintained as confidential by each such User, and using and maintaining multifactor authentication with Users.
- As it applies to its systems and accounts used to access the Licensed Software through federation, Licensee will use and maintain commercially reasonable and industry standard security measures, including with respect to: (a) account and authentication lifecycle and management (including strong authentication and the joiner/mover/leaver processes); (b) logging and monitoring; (c) vulnerability management; (d) network security management; (e) encryption management; (f) certificate management; (g) the management of system maintenance; and (h) restricting the accounts that have federated access to the Licensed Software based on user roles and requirements.
- Licensee has and will maintain a security incident response program and will promptly notify DTBA after discovery of any event that results in, or reasonably could result in, unauthorized access to, or unauthorized use of, the Licensed Software through federation.



## Attachment 2

### Support & Maintenance

Standard Support and Maintenance for the Licensed Software consists of the following:

Resolution of incidents ("break-fix" maintenance) and root cause analysis support to address Licensed Software and/or computing infrastructure problems, performance monitoring and management, patching, security and access control management, and the resolution of end user support requests.

Standard support is support during business hours. DTBA's support team will be available 5 days a week (Monday to Friday) from 8:00 am to 5:00 pm Eastern Standard Time, excluding US national holidays. Critical issues can be escalated (via email or phone) to the primary support contact for off-hours support. The support team can be contacted at a designated email address and / or phone number as provided in the Licensed Software.

#### Support SLA

Severity Level	Description	Target Response Time	Target Resolution Time	Measure Type
High	The Licensed Software is not accessible or not functioning	Within 1 business hour	4 business hours	Resolution goal 95% within target
Medium	The performance of the Licensed Software is noticeably impaired but continues to be accessible and functional	Within 2 business hours	2 business days	Resolution goal 80% within target
Low	Supported User requires information or assistance on the capabilities, configuration, or operation of the Licensed Software	Within 8 business hours	3 business days	N/A

"Resolution" means the identification of a fix or workaround. It does not mean implementation of the Resolution. The time to implement the Resolution may vary depending upon the nature of the fix or workaround. Estimated, but not committed, time to implement the Resolution will be communicated at the time the Resolution is identified. Licensee can notify DTBA to prioritize the resolution of Licensee-designated Severity 2 / Severity 3 issues. Upon receipt of such notice from Licensee, DTBA shall promptly prioritize the identified issues and communicate to Licensee the impact on Resolution time for other issues in DTBA's queue.

#### System Availability SLA

The Licensed Software will be hosted and maintained by DTBA at a location designated by DTBA and DTBA shall use commercially reasonable efforts to make the Licensed Software available no less than 99.0% of the time, as measured on a monthly basis, excluding scheduled maintenance and unscheduled emergency changes to fix a production application, infrastructure and/or network components that must be implemented immediately to maintain or restore production stability or to correct a production problem. Availability of the Licensed Software will be affected by maintenance as follows:

DTBA conducts scheduled maintenance of its hosting and data processing systems and the Licensed Software may be unavailable during these times. Maintenance windows will be communicated in advance for scheduled system activities. Scheduled maintenance may additionally be performed in cases where security advisories require timely patching of underlying third-party operating systems and applications to mitigate potentially significant security risks. These security-related scheduled maintenance events will generally not exceed eight hours per occurrence, and will be scheduled, to the extent that security risks due to delayed patching are deemed acceptable, on a weekend. DTBA will attempt to minimize business impact to Licensee of such security-related scheduled maintenance. Any additional scheduled maintenance that may exceed the eight-hour period will be discussed and agreed upon with Licensee in advance, with the following notice:

*Notice for Downtime:* (i) 2 days' notice for planned downtime of up to 30 minutes; (ii) 3 days' notice for planned downtime of more than 30 minutes; and (iii) 1 week notice for planned downtime of an hour or greater

In addition, instances of unavailability of the Licensed Software due to the following shall be excluded from the System Availability SLA calculations ("Excused Unavailability"):

- Force Majeure;



- The acts or omissions of Licensee or its third-party contractors, or any events outside of DTBA's reasonable control (such as delays caused by third-party service, software and hardware vendors, and their related products and/or services);
- An assumption set forth in this Agreement is found to be invalid or inaccurate;
- Failure by Licensee to meet its responsibilities or obligations under this Agreement;
- Scheduled maintenance or unscheduled Emergency Changes of the Licensed Software.

#### Performance Credit

In any calendar month that the Support SLA and/or System Availability SLA is not met, Licensee shall receive a credit of 10% of that month's applicable license fee (a "Performance Credit"). Any Performance Credit earned will be applied by DTBA to the next invoice submitted to Licensee hereunder or refunded to Licensee if there are no additional invoices hereunder. The Performance Credit shall be Licensee's exclusive remedy with respect to DTBA's failure to meet any SLA requirements hereunder.



## **Attachment 3**

### **Data Security**

#### **1. Information Security Program**

DTBA will maintain an information security program with documented policies, standards, and operational practices, and comply with all data security and privacy laws applicable to DTBA in connection with its processing, including storage and hosting, of Licensee Data within the Licensed Software pursuant to this Agreement.

#### **2. Safeguards**

2.1 As part of its information security program, DTBA will maintain administrative, technical and physical safeguards in connection with the Licensed Software that are designed (a) to protect the security, availability and integrity of the Licensee Data; (b) to guard against security incidents; and (c) in accordance with ISO 27001 and ISO 27002 or similar prevailing industry standards.

2.2 Such safeguards, processes and controls will include, at a minimum, the following:

- a) access controls that grant access to Licensee Data within the Licensed Software only to authorized personnel and remove access from personnel when are no longer authorized to have such access;
- b) use of secure coding practices as part of the software development life cycle (SDLC) for the Licensed Software;
- c) administrative controls applicable to personnel, such as communication of all applicable information security policies, background checks, security awareness training and disciplinary processes;
- d) physical and environmental security of facilities, including ingress and egress logs;
- e) maintenance of a security incident management program;
- f) network perimeter security, including intrusion prevention systems, firewalls, activity logging and other measures preventing attacks and restricting access to authorized individuals;
- g) vulnerability management, including patching and virus scanning;
- h) change management processes whereby change requests for the Licensed Software are formally approved by appropriate DTBA personnel before changes are made to the Licensed Software, and regression and other security testing prior to installing upgrades, code fixes, or enhancements to the Licensed Software application;
- i) encryption of Licensee Data while hosted within the Licensed Software during transit and at rest;
- j) controls designed to protect the Licensed Software against viruses, malware or malicious code or other threats that may cause the Licensed Software or Licensee Data within it to become compromised;
- k) a process for regularly testing, assessing and evaluating the effectiveness of security controls, including penetration testing and internal audit; and
- l) procedures to logically segregate Licensee Data within the Licensed Software from data belonging to any other licensees of the Licensed Software.

2.3 In response to evolving technologies, industry standards, and marketplace expectations, from time to time DTBA may upgrade or modify the safeguards, processes and controls that it is required to maintain hereunder; provided that such changes do not diminish the overall level of information security afforded to the Licensee Data by the processes and controls described hereunder.

2.4 DTBA will only collect, access, use, or share Licensee Data, or transfer Licensee Data to authorized third parties, in performance of its obligations under the Agreement or to comply with legal obligations.

2.5 DTBA assists its licensees in fulfilling their data privacy obligations to respond to: (a) requests from individuals with respect to their Personal Data Processed (as defined in Attachment 4) by DTBA; or (b) questions relating to DTBA's Processing of Personal Data.

#### **3. Business Continuity Program**

DTBA maintains an enterprise business continuity management program for the recovery of business processes, systems and



associated data used to provide the Licensed Software. Such program includes emergency response and disaster recovery procedures (including backup capabilities) designed to restore essential business functions and processes within a reasonable period following the occurrence of a disaster or other unplanned interruption. The business continuity management program shall be reviewed and tested at least annually. Upon written request, DTBA will provide summary information to Licensee regarding its business continuity management program and make appropriate personnel available for discussion.

#### **4. Data Back-up**

As part of its disaster recovery processes, DTBA will use industry standard processes for backups and/or data redundancy of Licensee Data in the Licensed Software. All backup media is encrypted during transit and at rest and securely transported.

#### **5. Security Incident**

In the event DTBA discovers an unauthorized access to or disclosure of Licensee Data in DTBA's possession or control that compromises the confidentiality, integrity or availability of such Licensee Data (a "Security Incident"), DTBA will (i) promptly notify Licensee thereof without undue delay, investigate and take appropriate steps to halt the Incident (if it is ongoing), and remediate the root cause of the Security Incident, and (iii) provide cooperation reasonably requested by Licensee in the furtherance of its investigation, or its preparation of notification to send to affected individuals, applicable regulators, or other relevant third parties.

#### **6. Return or Disposal of Licensee Data**

Upon termination or expiration of the applicable Order and Licensee's written request, DTBA will destroy, or, if requested by Licensee, return, Licensee Data maintained within the Licensed Software, except where retention is permitted for archival purposes or as otherwise required by any law, regulation or professional standard. Acceptable methods of destruction are (i) physical destruction of the media containing such Licensee Data, (ii) deleting or otherwise modifying the Licensee Data to make it unreadable, unreconstructable and indecipherable, or (iii) any other method specified in NIST Special Publication 800-88 Guidelines for Media Sanitization.

#### **7. Third Party Hosting Provider**

Licensee acknowledges that the Licensed Software runs on Amazon Web Services (AWS) and that the security standards and related practices set out for AWS on its website (<https://aws.amazon.com/whitepapers/#security>) shall apply to the security responsibilities for AWS on its infrastructure.



## Attachment 4

### Data Protection

#### 1. Definitions

Capitalized terms used but not defined in this Attachment shall have the meanings set forth in the Agreement and the applicable Order.

**1.1. “Data Protection Laws”** means data privacy laws addressing the protection of information relating to an identified or identifiable natural person to the extent applicable to performance hereunder, including United States federal and state data security and privacy laws and any other applicable laws such as the EU General Data Protection Regulation (2016/679).

**1.2. “Data Subject”** means any individual about whom Personal Data may be Processed under the applicable Order.

**1.3. “Personal Data”** has the meaning given by applicable Data Protection Laws, but shall be restricted to information of a Data Subject that Licensee provides to DTBA in connection with the Licensed Software.

**1.4. “Personal Data Breach”** means any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data.

**1.5. “Process”, “Processed” or “Processing”** means any operation or set of operations which is performed upon Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, transfer, storage, adaptation or alteration, retrieval, consultation, use, selling, sharing, disclosure by transmission, dissemination, transfer or otherwise making available, alignment or combination, restriction, erasure or destruction of Personal Data.

**1.6. “Subprocessor”** means any third party that DTBA engages to Process Personal Data on behalf of DTBA to provide the Licensed Software.

#### 2. Data Processing and Protection

**2.1. Limitations on Use; Instructions.** DTBA shall and require that Subprocessors shall, Process Personal Data only on behalf of Licensee in accordance with the Agreement, this Attachment, Data Protection Laws to which DTBA is subject, or documented instructions of Licensee set forth in the Agreement or otherwise. Licensee shall limit disclosures of Personal Data to DTBA or Subprocessors to the minimum necessary for DTBA or Subprocessors to provide the Licensed Software. DTBA shall not sell, share, retain, use or disclose, Personal Data to any third party as such terms are defined under applicable Data Protection Laws other than for its performance under the Agreement. Unless otherwise required in connection with its performance under the Agreement, DTBA agrees that it will not re-identify any de-identified data it receives from or on behalf of Licensee. DTBA will notify Licensee, to the extent required by applicable Data Protection Laws, if DTBA makes a determination that it can no longer meet its obligations with respect to Personal Data under applicable Data Protection Laws. DTBA agrees that, upon written notice, Licensee may take reasonable and appropriate steps to stop and remediate DTBA’s unauthorized use of Personal Data. To the extent required by applicable Data Protection Laws, DTBA certifies that it understands and agrees to comply with the restrictions on Processing of Personal Data as set forth in this Section.

**2.2. Processing.** The details of Processing are described in Section 4 (Data Processing Details) below.

**2.3. Confidentiality.** DTBA shall and require that Subprocessors shall, limit access to authorized personnel who need to access Personal Data for the purpose of performing DTBA’s obligations under the Agreement and the applicable Order, and who have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

**2.4. Security.** DTBA shall, and shall require its Subprocessors to, implement and maintain an information security program with appropriate technical and organizational measures to protect the security of Personal Data to a level of security appropriate to the risk, in particular, from accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personal Data.

**2.5. Subprocessors.** Licensee hereby provides a general authorization for the Processing of Personal Data by (a) vendors providing a component of the Licensed Software under the Agreement or the applicable Order, and (b) contractors to the extent necessary, while providing ancillary administrative, infrastructure and other support services to DTBA, in each case, whether located within or outside of the United States. DTBA shall not disclose, transfer and/or grant access to Personal Data to a Subprocessor unless DTBA: (i) executes a written agreement with Subprocessor that contains substantially similar data protection obligations imposed on DTBA by this Attachment, including implementing appropriate technical and organizational measures; and (ii) remains fully responsible for Subprocessor’s failure to fulfill its obligations with respect to the Processing of Personal Data as if DTBA had failed to fulfill such obligations.

**2.6. Data Subject Requests.** DTBA shall promptly notify Licensee, unless specifically prohibited by applicable law, if DTBA or Subprocessor receives: (a) any request from a Data Subject with respect to Personal Data Processed; or (b) any complaint relating to the Processing of Personal Data. DTBA shall reasonably assist Licensee, at Licensee’s expense, to comply with any exercise of rights by a Data Subject under applicable Data Protection Laws with respect to relevant Personal Data.



**2.7. Audit.** Upon written request, DTBA shall make available to Licensee information on its Processing of Personal Data necessary to demonstrate DTBA's compliance with its obligations under this Attachment. To the extent relevant, this may include third party assessments or certifications of certain of DTBA's information technology controls, subject to conditions of ongoing confidentiality and the Licensee entering into appropriate documentation. Third party assessments and certifications with respect to the data centers hosting the Licensed Software are accessible via Amazon Web Services' website at <https://aws.amazon.com/whitepapers/#security>.

**2.8. Breach Notice.** DTBA shall notify Licensee in writing without undue delay after becoming aware of any Personal Data Breach, providing Licensee with sufficient information to allow Licensee to meet its obligations under applicable Data Protection Laws to report to or inform Data Subjects and applicable regulators of the Personal Data Breach.

**2.9. Breach Response.** DTBA shall take appropriate steps to (a) investigate any Personal Data Breach, and (b) provide cooperation reasonably requested by Licensee in the furtherance of its investigation, or its preparation of notification to send to affected Data Subjects, applicable regulators, or other relevant third parties.

**2.10. Return or Disposal.** Upon termination or expiration of the applicable Order and Licensee's written request, DTBA shall and require that Subprocessors shall, cease Processing Personal Data and shall destroy, or, if directed by Licensee, shall return Personal Data in DTBA's or Subprocessor's possession or control, except retention for archival purposes or as otherwise required by any law, regulation or professional standard applicable to DTBA or Subprocessor.

**2.11. General Cooperation.** Upon written request, DTBA shall make available information with respect to DTBA's Processing of Personal Data to reasonably assist Licensee in fulfilling its obligations under applicable Data Protection Laws with respect to maintaining the security of Personal Data, conducting privacy and data protection impact assessments, and consulting with applicable Supervisory Authorities.

### 3. Data Processing Details

<i>Categories Of Data Subjects Whose Personal Data Is Transferred:</i>	clients, customers or program participants of Licensee
<i>Categories Of Personal Data Transferred:</i>	all categories of data related to the Processing associated with the Licensed Software provided by DTBA for or on behalf of Licensee
<i>Sensitive Data Transferred (If Applicable) And Applied Restrictions Or Safeguards That Fully Take Into Consideration The Nature Of The Data And The Risks Involved, Such As For Instance Strict Purpose Limitation, Access Restrictions (Including Access Only For Staff Having Followed Specialized Training), Keeping A Record Of Access To The Data, Restrictions For Onward Transfers Or Additional Security Measures:</i>	Data concerning health
<i>The Frequency Of The Transfer (E.G. Whether The Data Is Transferred On A One-Off Or Continuous Basis):</i>	Continuous basis while Deloitte Consulting is providing the Licensed Software.
<i>Nature Of The Processing:</i>	Deloitte Consulting provides the Licensed Software as further described in the Agreement.
<i>Purpose Of The Data Transfer And Further Processing:</i>	The purpose of the data transfer and further processing is to enable Deloitte Consulting to provide the Licensed Software to Licensee as set forth in the Agreement.
<i>The Period For Which The Personal Data Will Be Retained, Or, If That Is Not Possible, The Criteria Used To Determine That Period:</i>	The duration of the Processing is for so long as Deloitte Consulting provides the Licensed Software for Licensee or Processes Personal Data.
<i>For Transfers To (Sub-) Processors, Also Specify Subject Matter, Nature And Duration Of The Processing:</i>	Processing by (sub)-processors in support of Deloitte Consulting related to the provision of the Licensed Software to Licensee as set forth in the Agreement.

#### Attachment 5

#### Business Associate Appendix



If and to the extent, and so long as, required by HIPAA or HITECH (each as defined below), and not otherwise, DTBA and Licensee agree to the following in connection with DTBA's performance under the Agreement.

(A) Unless otherwise specified in this Business Associate Appendix, all capitalized terms used in this Business Associate Appendix shall have the meanings established for purposes of HIPAA or HITECH, as applicable. Specific statutory or regulatory citations used in this Business Associate Appendix shall mean such citations as amended and in effect from time to time.

1. "Compliance Date" shall mean, with respect to any applicable provision in this Business Associate Appendix, the later of the date by which compliance with such provision is required under HITECH and the effective date of this Agreement.
2. "Electronic Protected Health Information" shall mean Protected Health Information that is transmitted or maintained in electronic media.
3. "HIPAA" shall mean the Health Insurance Portability and Accountability Act, 42 U.S.C. §§ 1320d through 1320d-8, as amended from time to time, and all associated existing and future implementing regulations, when effective and as amended from time to time.
4. "HITECH" shall mean Subtitle D of the Health Information Technology for Economic and Clinical Health Act provisions of the American Recovery and Reinvestment Act of 2009, 42 U.S.C. §§17921-17954, as amended from time to time, and all associated existing and future implementing regulations, when effective and as amended from time to time.
5. "Protected Health Information" shall mean the term as defined in 45 C.F.R. § 160.103, and is limited to the Protected Health Information received from, or received or created on behalf of, Licensee by DTBA in connection with its provision of the Licensed Software.
6. "Privacy Rule" shall mean the federal privacy regulations issued pursuant to HIPAA, as amended from time to time, codified at 45 C.F.R. Part 164 (Subparts A and E).
7. "Security Rule" shall mean the federal security regulations issued pursuant to HIPAA, as amended from time to time, codified at 45 C.F.R. Part 164 (Subparts A and C).
8. "Licensed Software" shall have the meaning set forth in the Agreement.
9. "Unsecured Protected Health Information" shall mean Protected Health Information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in the regulations or guidance issued pursuant to 42 U.S.C. §17932(h)(2).

(B) With regard to DTBA's use and disclosure of Protected Health Information:

1. DTBA may use and disclose Protected Health Information as reasonably required or contemplated in connection with the performance under the Agreement, excluding the use or further disclosure of Protected Health Information in a manner that would violate the requirements of the Privacy Rule, if done by Licensee. Notwithstanding the foregoing, DTBA may use and disclose Protected Health Information for the proper management and administration of DTBA as provided in 45 C.F.R. § 164.504(e)(4).
2. DTBA will not use or further disclose Protected Health Information other than as permitted or required by this Business Associate Appendix, and in compliance with each applicable requirement of 45 C.F.R. § 164.504(e), or as otherwise Required by Law. Without limiting the generality of the foregoing sentence, to the extent DTBA carries out Licensee's obligations under the Privacy Rule, DTBA shall comply with the requirements of the Privacy Rule that apply to Licensee in the performance of those obligations.
3. DTBA will implement and use appropriate administrative, physical and technical safeguards to (i) prevent use or disclosure of Protected Health Information other than as permitted or required by this Business Associate Appendix; (ii) reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic Protected Health Information that DTBA creates, receives, maintains, or transmits on behalf of Licensee; and (iii) comply with the Security Rule with respect to Electronic Protected Health Information.



4. DTBA will, without unreasonable delay, report to Licensee (i) any use or disclosure of Protected Health Information not provided for by this Business Associate Appendix of which it becomes aware in accordance with 45 C.F.R. § 164.504(e)(2)(ii)(C); and/or (ii) any Security Incident affecting Electronic Protected Health Information of which DTBA becomes aware in accordance with 45 C.F.R. § 164.314(a)(2)(C).
  5. DTBA will, without unreasonable delay, and in any event no later than forty five (45) calendar days after Discovery, notify Licensee of any Breach of Unsecured Protected Health Information. The notification shall include, to the extent possible (and subsequently as the information becomes available), the identification of all individuals whose Unsecured Protected Health Information is reasonably believed by DTBA to have been Breached along with any other available information that is required to be included in the notification to the Individual, the Secretary and/or the media, all in accordance with the data breach notification requirements set forth in 42 U.S.C. § 17932 and 45 C.F.R. Parts 160 and 164 (Subparts A, D, and E).
  6. DTBA will ensure that any subcontractors or agents to whom DTBA provides Protected Health Information agree in writing to the same restrictions and conditions that apply to DTBA with respect to such Protected Health Information. To the extent that DTBA provides Electronic Protected Health Information to a subcontractor or agent, it will require the subcontractor or agent to implement reasonable and appropriate safeguards to protect the Electronic Protected Health Information consistent with the requirements of this Business Associate Appendix.
  7. DTBA will, to the extent that Protected Health Information in DTBA's possession constitutes a Designated Record Set, make available such Protected Health Information to Licensee to permit Licensee to respond to a request by an Individual in accordance with 45 C.F.R. § 164.524.
  8. In the event that DTBA in connection with the Licensed Software uses or maintains an Electronic Health Record of Protected Health Information of or about an Individual, DTBA will provide an electronic copy of such Protected Health Information to Licensee to permit Licensee to respond to a request by an Individual in accordance with 42 U.S.C. § 17935(e).
  9. DTBA will, to the extent that Protected Health Information in DTBA's possession constitutes a Designated Record Set, make available to Licensee such Protected Health Information for amendment and incorporate any amendments to such information as directed by Licensee, all in accordance with 45 C.F.R. § 164.526.
  10. DTBA will document and make available to Licensee the information required to provide an accounting of disclosures of Protected Health Information, in accordance with 45 C.F.R. § 164.528.
  11. In the event that DTBA in connection with the Licensed Software uses or maintains an Electronic Health Record of Protected Health Information of or about an Individual, DTBA will make available to Licensee the information required to provide an accounting of disclosures of such Protected Health Information in accordance with the requirements for accounting of disclosures made through an Electronic Health Record in 42 U.S.C. § 17935(c).
  12. DTBA will make its internal practices, books, and records relating to the use and disclosure of Protected Health Information available to the Secretary for purposes of determining Licensee's and DTBA's compliance with the Privacy Rule.
  13. DTBA will limit any request, use or disclosure by DTBA of Protected Health Information, to the extent practicable, to the Limited Data Set of such Protected Health Information (as defined in 45 C.F.R. § 164.514(e)(2)), or, if the request, use or disclosure by DTBA of Protected Health Information, not in a Limited Data Set, is necessary for DTBA's performance of the Agreement, DTBA will limit the amount of such Protected Health Information requested, used or disclosed by DTBA to the minimum necessary to accomplish the intended purpose of such request, use or disclosure, respectively; provided, however, that the requirements set forth above in this subsection (13) shall be superseded and replaced by the requirements of the "minimum necessary" regulations or guidance to be issued by the Secretary (pursuant to 42 U.S.C. § 17935(b)(1)(B)) on and after its Compliance Date.
- (C) In addition to any other obligation set forth in this Agreement, including this Business Associate Appendix, Licensee agrees that it will: (i) not make any disclosure of Protected Health Information to DTBA if such disclosure would violate HIPAA, HITECH or any applicable federal or state law or regulation; (ii) not request DTBA to use or make any disclosure of Protected Health Information in any manner that would not be permissible under HIPAA, HITECH or any applicable federal or state law or regulation if such use or disclosure were done by Licensee; and (iii) limit any disclosure of Protected Health Information to DTBA, to the extent practicable, to the Limited Data Set of such Protected Health Information, or, if the disclosure of Protected Health Information that is not in a Limited Data Set is necessary for DTBA's performance of the Agreement, to limit the disclosure of such Protected Health Information to the minimum necessary to accomplish the intended purpose of such disclosure, provided, however, that the requirements set



forth above in this part (iii) shall be superseded and replaced by the requirements of the “minimum necessary” regulations or guidance to be issued by the Secretary (pursuant to 42 U.S.C. § 17935(b)(1)(B)) on and after its Compliance Date.

- (D) If either Licensee or DTBA knows of either a violation of a material term of this Business Associate Appendix by the other party or a pattern of activity or practice of the other party that constitutes a material breach or violation of this Business Associate Appendix, the non-breaching party will provide written notice of the breach or violation to the other party that specifies the nature of the breach or violation. In the event that the breaching party does not cure the breach or end the violation on or before thirty (30) days after receipt of the written notice, the non-breaching party may, if feasible, terminate this Agreement.
- (E) DTBA will, at termination of this Agreement, if feasible, return or destroy all Protected Health Information that DTBA still maintains in any form and retain no copies of Protected Health Information or, if such return or destruction is not feasible (such as in the event that the retention of Protected Health Information is required for archival purposes to evidence performance under the Agreement), DTBA may retain such Protected Health Information and shall thereupon extend the protections of this Business Associate Appendix to such Protected Health Information and limit further uses and disclosures to those purposes that make the return or destruction of such Protected Health Information infeasible.
- (F) Any other provision of this Agreement that is directly contradictory to one or more terms of this Business Associate Appendix shall be superseded by the terms of this Business Associate Appendix to the extent and only to the extent of the contradiction and only for the purpose of Licensee's and DTBA's compliance with HIPAA and HITECH. The terms of this Business Associate Appendix, to the extent they are unclear, shall be construed to allow for compliance by Licensee and DTBA with HIPAA and HITECH.
- (G) Nothing contained in this Business Associate Appendix is intended to confer upon any person (other than the parties hereto) any rights, benefits, or remedies of any kind or character whatsoever, whether in contract, statute, tort (such as negligence), or otherwise, and no person shall be deemed a third-party beneficiary under or by reason of this Business Associate Appendix.



### 3.d.2. Project Assumptions

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