



Gainwell Technologies LLC Response to the
**State of Nebraska Department of Health
and Human Services (DHHS)**

REQUEST FOR PROPOSAL SERVICES CONTRACT MEDICAID DRUG REBATE SYSTEM

Solicitation Number: 124528 ON

Solicitation Response: Technical Proposal

Gainwell Proprietary Information

August 6, 2026, at 2:00 PM CDT

gainwell

Redactions/Confidential/Proprietary/Trade Secret Designations

Request to Exclude Specifically Identified Proprietary Information From Public Posting

Gainwell Technologies LLC (Gainwell) understands that the State of Nebraska intends to post the entire solicitation response. Gainwell requests that only the specifically identified information listed in this document and contained in the separate file conspicuously named **PROPRIETARY INFORMATION** be excluded from the public posting.

Gainwell has not designated the entire solicitation response, any complete proposal volume, or any complete attachment as proprietary. Gainwell has limited each request to discrete information that it believes qualifies for withholding under applicable Nebraska law.

Gainwell has marked each requested proprietary passage in accordance with applicable Nebraska law and has submitted the marked information separately in the file named **PROPRIETARY INFORMATION**.

Confidential/Proprietary/Trade Secret Designation

124528 ON Gainwell Technical Proposal File 1 of 3

Proposal Document/MSQ Number Section and/or Page Number	Exemption Designation and Rationale	Statute
124528 ON Gainwell Technologies File 1 of 8_Overview and Tech, b. FINANCIAL STATEMENTS, Exhibit 1: Gainwell Holding Corp. Audited Financial Statements (FY2025; April 1, 2024 – March 31, 2025), Page 1	Trade Secret and Proprietary Commercial Information. Gainwell's financial statements contain confidential commercial and financial information, including non-public revenue, profitability, debt structure, tax positions, cash flow information, and other proprietary business data. This information derives independent economic value from not being generally known to competitors or other parties that could obtain economic value from its disclosure. Gainwell maintains the confidentiality of this information through reasonable measures designed to protect its secrecy. Public disclosure would reveal sensitive commercial information regarding Gainwell's financial condition, business operations, and strategic position, resulting in competitive harm and economic disadvantage in current and future contracting opportunities. Accordingly, the information constitutes trade secret and proprietary commercial information protected from disclosure under Neb. Rev. Stat. § 84-712.05(3) and Neb. Rev. Stat. § 87-502(4).	Neb. Rev. Stat. § 84-712.05(3); Neb. Rev. Stat. § 87-502(4)
124528 ON Gainwell Technologies File 1 of 8_Overview and Tech, b. FINANCIAL STATEMENTS, Financial Institution	Confidential Commercial Information and Security-Sensitive Information. The financial representative information contains non-public business contact, authorization, and operational information related to Gainwell's financial management functions. This information is a trade secret in that it derives	

Proposal Document/MSQ Number Section and/or Page Number	Exemption Designation and Rationale	Statute
Representative Information, Pages 1 - 2	independent economic value from not being generally known to the public or to other persons who can obtain economic value from its disclosure and Gainwell uses efforts that are reasonable under the circumstances to maintain its secrecy. Disclosure could expose internal financial processes, reporting structures, and points of contact that are maintained as confidential business information resulting in competitive harm and economic disadvantage in current and future contracting opportunities. Public release may increase the risk of fraud, unauthorized access attempts, social engineering, identity misuse, or other security concerns. Gainwell limits access to this information and treats it as confidential in the ordinary course of business. Accordingly, the information should be protected from disclosure to avoid commercial harm and security risks.	
124528 ON Gainwell Technologies File 1 of 8_Overview and Tech, b. FINANCIAL STATEMENTS, Judgments and Litigation, Page 2	Confidential Commercial Information. As a private company, Gainwell's financial information and similar operating information is treated as confidential information and should not be disclosed. This information is a trade secret in that it derives independent economic value from not being generally known to the public or to other persons who can obtain economic value from its disclosure and Gainwell uses efforts that are reasonable under the circumstances to maintain its secrecy. Public disclosure would reveal sensitive commercial information regarding Gainwell's financial condition, business operations, and strategic position, resulting in competitive harm and economic disadvantage in current and future contracting opportunities.	
124528 ON Gainwell Technologies File 1 of 8_Overview and Tech, Figure 1 – Gainwell Drug Rebate Service Presence Map, Page 5	Trade Secret and Proprietary Information. Information describing Gainwell's client footprint, implementation presence, operating locations, and market penetration information constitutes confidential technical information that is a Gainwell proprietary trade secret. This information derives independent economic value, from not being generally known to the public or to other persons who can obtain economic value from its disclosure or use and Gainwell uses efforts that are reasonable under the circumstances to maintain its secrecy. Our solution is a result of considerable corporate investment. Disclosure would reveal competitive business intelligence and strategic market information that others could use to improve their respective product offerings without significant financial investment.	
124528 ON Gainwell Technologies File 1 of 8_Overview and Tech, g. CONTRACT PERFORMANCE, Pages 3 - 4	Trade Secret and Proprietary Information. Information about Gainwell's solution, experience, active contracts, performance and references constitutes confidential technical information that is a Gainwell proprietary trade secret. This information derives independent economic value, from not being generally known to the public or to other persons who can obtain economic value from its disclosure or use and Gainwell uses efforts that are reasonable under the circumstances to maintain its secrecy.	

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	Our solution is a result of considerable corporate investment. Disclosure would reveal competitive business intelligence and strategic market information that others could use to improve their respective product offerings without significant financial investment.	
124528 ON Gainwell Technologies File 1 of 8_Overview and Tech, Figure 1 – Gainwell Drug Rebate Service Presence Map, Page 5	Trade Secret and Proprietary Information. Information describing Gainwell’s client footprint, implementation presence, operating locations, and market penetration information constitutes confidential technical information that is a Gainwell proprietary trade secret. This information derives independent economic value, from not being generally known to the public or to other persons who can obtain economic value from its disclosure or use and Gainwell uses efforts that are reasonable under the circumstances to maintain its secrecy. Our solution is a result of considerable corporate investment. Disclosure would reveal competitive business intelligence and strategic market information that others could use to improve their respective product offerings without significant financial investment.	Neb. Rev. Stat. § 84-712.05(3); Neb. Rev. Stat. § 87-502(4)
124528 ON Gainwell Technologies File 1 of 8_Overview and Tech, Table 2. Similar Project Experience Narrative, Pages 5-8	Confidential Commercial Information. Contains customer reference name, telephone number, facsimile number, email address, and related contact information. Information about Gainwell’s solution, experience, capabilities, active contracts and references constitutes confidential technical information that is a Gainwell proprietary trade secret. This information derives independent economic value from not being generally known to the public or to other persons who can obtain economic value from its disclosure and Gainwell uses efforts that are reasonable under the circumstances to maintain its secrecy. Disclosure of this information will harm Gainwell’s future contracting opportunities.	Neb. Rev. Stat. § 84-712.05(3); Neb. Rev. Stat. § 87-502(4)
124528 ON Gainwell Technologies File 1 of 8_Overview and Tech, i. SUMMARY OF BIDDER’S PROPOSED PERSONNEL/ MANAGEMENT APPROACH, Key Personnel, Pages 9	Trade Secret and Proprietary Information. Graphic reflects Gainwell’s proposed solution approach, operational model, program structure, workflow design, and business methodology. This information is a trade secret in that it derives independent economic value from not being generally known to the public or to other persons who can obtain economic value from its disclosure and Gainwell uses efforts that are reasonable under the circumstances to maintain its secrecy. Disclosure of this information will harm Gainwell’s future contracting opportunities. Disclosure would permit competitors to replicate or adapt Gainwell’s approach without comparable investment.	
File 1 of 8, Table 3. Proposed Staffing Matrix, Page 10	Trade Secret and Proprietary Staffing Methodology. Information about Gainwell’s staffing matrix, resource allocation model, organizational structure, labor strategy, governance approach, delivery methodology, and staffing constitutes confidential technical information that is a Gainwell proprietary trade secret. Disclosure of this information will harm Gainwell’s future contracting opportunities and harm Gainwell employees by potentially allowing improper actors to duplicate staffing methodologies	Neb. Rev. Stat. § 84-712.05(3); Neb. Rev. Stat. § 87-502(4)

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	or solutions, causing substantial economic harm to Gainwell. This information derives independent economic value, from not being generally known to the public or to other persons who can obtain economic value from its disclosure or use and Gainwell uses efforts that are reasonable under the circumstances to maintain its secrecy. Our solution is a result of considerable corporate investment. Disclosure of this information will harm Gainwell's future contracting opportunities.	
File 1 of 8, Account Manager Resume – Justin Odenbach, Pages 12-14	Confidential Personnel Information and Proprietary Staffing Information. Nonpublic personnel qualifications, experience history, certifications, references, staffing assignments, and resource information is Gainwell intellectual property / trade secret. Project team member information is considered Gainwell confidential information and should not be disclosed. Disclosure of this information will harm Gainwell's future contracting opportunities and harm Gainwell employees by potentially allowing improper actors to gather sensitive personal history information for improper hacking or social engineering attempts to target current Gainwell contracts to attempt to duplicate staffing methodologies or solutions, causing substantial economic harm to Gainwell and/or the individuals whose resumes are included in this section.	Neb. Rev. Stat. § 84-712.05(3); Neb. Rev. Stat. § 87-502(4)
File 1 of 8, Project Manager Resume – Craig Boon, Pages 15-18	Confidential Personnel Information and Proprietary Staffing Information. Nonpublic personnel qualifications, experience history, certifications, references, staffing assignments, and resource information is Gainwell intellectual property / trade secret. Project team member information is considered Gainwell confidential information and should not be disclosed. Disclosure of this information will harm Gainwell's future contracting opportunities and harm Gainwell employees by potentially allowing improper actors to gather sensitive personal history information for improper hacking or social engineering attempts to target current Gainwell contracts to attempt to duplicate staffing methodologies or solutions, causing substantial economic harm to Gainwell and/or the individuals whose resumes are included in this section.	Neb. Rev. Stat. § 84-712.05(3); Neb. Rev. Stat. § 87-502(4)
124528 ON Gainwell Technologies File 1 of 8_Overview and Tech, Part I.c Project Work Plan and Management, Page 20-21	Trade Secret and Proprietary Information. Graphic reflects Gainwell's proposed solution approach, operational model, program structure, workflow design, and business methodology. This information is a trade secret in that it derives independent economic value from not being generally known to the public or to other persons who can obtain economic value from its disclosure and Gainwell uses efforts that are reasonable under the circumstances to maintain its secrecy. Disclosure of this information will harm Gainwell's future contracting opportunities. Disclosure would permit competitors to replicate or adapt Gainwell's approach without comparable investment.	

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File 1 of 8, Figure 2. NE DHHS Pharmacy Solution Graphic, Page 21	Trade Secret and Proprietary Information. Information about Gainwell's solution design, operational framework, workflow structure, program architecture, delivery model, and business methodology constitutes confidential technical information that is a Gainwell proprietary trade secret. This information derives independent economic value, from not being generally known to the public or to other persons who can obtain economic value from its disclosure or use and Gainwell uses efforts that are reasonable under the circumstances to maintain its secrecy. Our solution is a result of considerable corporate investment. Disclosure would permit competitors to reproduce or adapt Gainwell's proposal approach without comparable investment.	Neb. Rev. Stat. § 84-712.05(3); Neb. Rev. Stat. § 87-502(4)
124528 ON Gainwell Technologies File 1 of 8_Overview and Tech, File 1 of 8, Figure 2 – NE DHHS Pharmacy Graphic, Page 22	Trade Secret and Proprietary Information. Graphic reflects Gainwell's proposed solution approach, operational model, program structure, workflow design, and business methodology. This information is a trade secret in that it derives independent economic value from not being generally known to the public or to other persons who can obtain economic value from its disclosure and Gainwell uses efforts that are reasonable under the circumstances to maintain its secrecy. Disclosure of this information will harm Gainwell's future contracting opportunities. Disclosure would permit competitors to replicate or adapt Gainwell's approach without comparable investment.	Neb. Rev. Stat. § 84-712.05(3); Neb. Rev. Stat. § 87-502(4)
124528 ON Gainwell Technologies File 1 of 8_Overview and Tech, Part I.c Project Work Plan and Management, Page 21-22, 23	Trade Secret and Proprietary Information. Graphic reflects Gainwell's proposed solution approach, operational model, program structure, workflow design, and business methodology. This information is a trade secret in that it derives independent economic value from not being generally known to the public or to other persons who can obtain economic value from its disclosure and Gainwell uses efforts that are reasonable under the circumstances to maintain its secrecy. Disclosure of this information will harm Gainwell's future contracting opportunities. Disclosure would permit competitors to replicate or adapt Gainwell's approach without comparable investment.	
124528 ON Gainwell Technologies File 1 of 8_Overview and Tech, Appendix A. Contractual Agreement Form, Page 25	Trade Secret and Proprietary Information. Implementation methodology, implementation plans, work breakdown structures, project sequencing, milestone planning, resource strategies, deployment methodologies, governance practices, and implementation is Gainwell intellectual property / trade secret. Our solution is a result of considerable corporate investment. Disclosure of these details would give our competitors undue economic advantage. We have developed this confidential and proprietary information, and this information is not readily available to our competitors. This information derives independent economic value, from not being generally known to the public or to other persons who can obtain	

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	economic value from its disclosure or use and Gainwell uses efforts that are reasonable under the circumstances to maintain its secrecy. Disclosure of this information will harm Gainwell's future contracting opportunities permitting competitors to replicate or adapt Gainwell's approach without comparable investment.	
124528 ON Gainwell Technologies File 1 of 8_Overview and Tech, Appendix B. Responses to RFP Sections II through IV, Page 26-45	Trade Secret and Proprietary Information. Implementation methodology, implementation plans, work breakdown structures, project sequencing, milestone planning, resource strategies, deployment methodologies, governance practices, and implementation is Gainwell intellectual property / trade secret. Our solution is a result of considerable corporate investment. Disclosure of these details would give our competitors undue economic advantage. We have developed this confidential and proprietary information, and this information is not readily available to our competitors. This information derives independent economic value, from not being generally known to the public or to other persons who can obtain economic value from its disclosure or use and Gainwell uses efforts that are reasonable under the circumstances to maintain its secrecy. Disclosure of this information will harm Gainwell's future contracting opportunities by permitting competitors to replicate or adapt Gainwell's approach without comparable investment.	
124528 ON Gainwell Technologies File 2 of 8_Att.A_Functional Requirements (All Gainwell Responses)	Trade Secret and Proprietary Information. All Gainwell-authored responses within Attachment A contain Gainwell-developed solution functionality, workflows, operational methodologies, business rules, processing logic, system capabilities, reporting frameworks, operational controls, implementation approaches, plans, solution design elements, and related intellectual property developed through substantial investment, experience, and refinement which all constitute confidential technical information that is a Gainwell proprietary trade secret. This information derives independent economic value, from not being generally known to the public or to other persons who can obtain economic value from its disclosure or use and Gainwell uses efforts that are reasonable under the circumstances to maintain its secrecy. Our solution is a result of considerable corporate investment. Disclosure would allow competitors to study, replicate, adapt, or incorporate Gainwell's solution design, business methods, and intellectual property without making a comparable investment.	Neb. Rev. Stat. § 84-712.05(3); Neb. Rev. Stat. § 87-502(4)
124528 ON Gainwell Technologies File 3 of 8_Att.B_Technical Requirements (All Gainwell Responses)	Trade Secret, Proprietary Technical Information, and Security-Sensitive Information. All Gainwell-authored responses within Attachment B contain nonpublic technical architecture, infrastructure design, hosting approaches, system configurations, security controls, operational practices, implementation methodologies, resiliency strategies, monitoring approaches, technical frameworks, deployment practices, solution architecture, and related intellectual property developed and maintained by Gainwell constitutes confidential technical information that is a	Neb. Rev. Stat. § 84-712.05(3); Neb. Rev. Stat. § 87-502(4)

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	Gainwell proprietary trade secret. This information derives independent economic value, from not being generally known to the public or to other persons who can obtain economic value from its disclosure or use and Gainwell uses efforts that are reasonable under the circumstances to maintain its secrecy. Our solution is a result of considerable corporate investment. Disclosure would permit competitors to reproduce or adapt Gainwell's technical and operational methodologies without comparable investment and could expose detailed technical and security-related information.	
124528 ON Gainwell Technologies File 4 of 8_Samples	Trade Secret, Proprietary Technical Information, and Security-Sensitive Information. Information about Gainwell's security architecture information, control implementation approaches, assessment methodologies, compliance frameworks, and cybersecurity practices constitutes confidential technical information and is Gainwell proprietary and/or trade secret information. This information derives independent economic value, from not being generally known to the public or to other persons who can obtain economic value from its disclosure or use and Gainwell uses efforts that are reasonable under the circumstances to maintain its secrecy. Our solution implementation approach is a result of considerable corporate investment and years of industry experience. Disclosure of these details would give our competitors undue economic advantage and allow them to replicate our offering without comparable investment. We have developed this confidential and proprietary information, and this information is not readily available to our competitors.	Neb. Rev. Stat. § 84-712.05(3); Neb. Rev. Stat. § 87-502(4)
124528 ON Gainwell Technologies File 5 of 8_Narratives Requested in Section V, Similar Project Experience, Page 5-6	Trade Secret, Proprietary Technical Information, and Security-Sensitive Information. All Gainwell-authored responses within Attachment B contain nonpublic technical architecture, infrastructure design, hosting approaches, system configurations, security controls, operational practices, implementation methodologies, resiliency strategies, monitoring approaches, technical frameworks, deployment practices, solution architecture, and related intellectual property developed and maintained by Gainwell constitutes confidential technical information that is a Gainwell proprietary trade secret. This information derives independent economic value, from not being generally known to the public or to other persons who can obtain economic value from its disclosure or use and Gainwell uses efforts that are reasonable under the circumstances to maintain its secrecy. Our solution is a result of considerable corporate investment. Disclosure would permit competitors to reproduce or adapt Gainwell's technical and operational methodologies without comparable investment and could expose detailed technical and security-related information.	Neb. Rev. Stat. § 84-712.05(3); Neb. Rev. Stat. § 87-502(4)
124528 ON Gainwell Technologies File 5 of 8_Narratives Requested in Section V, CMS Project	Trade Secret, Proprietary Technical Information, and Security-Sensitive Information. All Gainwell-authored responses within Attachment B contain nonpublic technical architecture, infrastructure design, hosting approaches, system configurations, security controls, operational	Neb. Rev. Stat. § 84-712.05(3); Neb. Rev. Stat. § 87-502(4)

Proposal Document/MSQ Number Section and/or Page Number	Exemption Designation and Rationale	Statute
Certification Experience, Page 6	practices, implementation methodologies, resiliency strategies, monitoring approaches, technical frameworks, deployment practices, solution architecture, and related intellectual property developed and maintained by Gainwell constitutes confidential technical information that is a Gainwell proprietary trade secret. This information derives independent economic value, from not being generally known to the public or to other persons who can obtain economic value from its disclosure or use and Gainwell uses efforts that are reasonable under the circumstances to maintain its secrecy. Our solution is a result of considerable corporate investment. Disclosure would permit competitors to reproduce or adapt Gainwell's technical and operational methodologies without comparable investment and could expose detailed technical and security-related information.	
124528 ON Gainwell Technologies File 5 of 8_Narratives Requested in Section V, Table 1. Gainwell CMS-certified Pharmacy and Drug Rebate Modules, Page 7	Trade Secret, Proprietary Technical Information, and Security-Sensitive Information. All Gainwell-authored responses within Attachment B contain nonpublic technical architecture, infrastructure design, hosting approaches, system configurations, security controls, operational practices, implementation methodologies, resiliency strategies, monitoring approaches, technical frameworks, deployment practices, solution architecture, and related intellectual property developed and maintained by Gainwell constitutes confidential technical information that is a Gainwell proprietary trade secret. This information derives independent economic value, from not being generally known to the public or to other persons who can obtain economic value from its disclosure or use and Gainwell uses efforts that are reasonable under the circumstances to maintain its secrecy. Our solution is a result of considerable corporate investment. Disclosure would permit competitors to reproduce or adapt Gainwell's technical and operational methodologies without comparable investment and could expose detailed technical and security-related information.	Neb. Rev. Stat. § 84-712.05(3); Neb. Rev. Stat. § 87-502(4)
124528 ON Gainwell Technologies File 5 of 8_Narratives Requested in Section V, Table 2. Gainwell's Ability to Meet Section G – CMS Requirements, Page 7-9	Trade Secret, Proprietary Technical Information, and Security-Sensitive Information. All Gainwell-authored responses within Attachment B contain nonpublic technical architecture, infrastructure design, hosting approaches, system configurations, security controls, operational practices, implementation methodologies, resiliency strategies, monitoring approaches, technical frameworks, deployment practices, solution architecture, and related intellectual property developed and maintained by Gainwell constitutes confidential technical information that is a Gainwell proprietary trade secret. This information derives independent economic value, from not being generally known to the public or to other persons who can obtain economic value from its disclosure or use and Gainwell uses efforts that are reasonable under the circumstances to maintain its secrecy. Our solution is a result of considerable corporate investment. Disclosure would permit competitors to reproduce or adapt Gainwell's technical and operational	Neb. Rev. Stat. § 84-712.05(3); Neb. Rev. Stat. § 87-502(4)

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	methodologies without comparable investment and could expose detailed technical and security-related information.	
124528 ON Gainwell Technologies File 5 of 8 Narratives Requested in Section V, V.D.1.a Leadership Kick-off Meeting (Virtual), V.D.1.b Project Kick-off Meeting (On-Site), Project Planning Deliverables Summary, Table 3. Planning Deliverables, Outputs, Acceptance Criteria, and Approval Authority, Pages 10-12	Trade Secret, Proprietary Technical Information, and Security-Sensitive Information. All Gainwell-authored responses within Attachment B contain nonpublic technical architecture, infrastructure design, hosting approaches, system configurations, security controls, operational practices, implementation methodologies, resiliency strategies, monitoring approaches, technical frameworks, deployment practices, solution architecture, and related intellectual property developed and maintained by Gainwell constitutes confidential technical information that is a Gainwell proprietary trade secret. This information derives independent economic value, from not being generally known to the public or to other persons who can obtain economic value from its disclosure or use and Gainwell uses efforts that are reasonable under the circumstances to maintain its secrecy. Our solution is a result of considerable corporate investment. Disclosure would permit competitors to reproduce or adapt Gainwell's technical and operational methodologies without comparable investment and could expose detailed technical and security-related information.	Neb. Rev. Stat. § 84-712.05(3); Neb. Rev. Stat. § 87-502(4)
124528 ON Gainwell Technologies File 5 of 8 Narratives Requested in Section V, V.D.2.a Master Project Plan (Work Breakdown Structure (WBS) Page 13-14	Trade Secret, Proprietary Technical Information, and Security-Sensitive Information. All Gainwell-authored responses within Attachment B contain nonpublic technical architecture, infrastructure design, hosting approaches, system configurations, security controls, operational practices, implementation methodologies, resiliency strategies, monitoring approaches, technical frameworks, deployment practices, solution architecture, and related intellectual property developed and maintained by Gainwell constitutes confidential technical information that is a Gainwell proprietary trade secret. This information derives independent economic value, from not being generally known to the public or to other persons who can obtain economic value from its disclosure or use and Gainwell uses efforts that are reasonable under the circumstances to maintain its secrecy. Our solution is a result of considerable corporate investment. Disclosure would permit competitors to reproduce or adapt Gainwell's technical and operational methodologies without comparable investment and could expose detailed technical and security-related information.	Neb. Rev. Stat. § 84-712.05(3); Neb. Rev. Stat. § 87-502(4)
124528 ON Gainwell Technologies File 5 of 8 Narratives Requested in Section V, V.D.2.c Develop a Risk & Issue Management Plan, Page 16	Trade Secret, Proprietary Technical Information, and Security-Sensitive Information. All Gainwell-authored responses within Attachment B contain nonpublic technical architecture, infrastructure design, hosting approaches, system configurations, security controls, operational practices, implementation methodologies, resiliency strategies, monitoring approaches, technical frameworks, deployment practices, solution architecture, and related intellectual property developed and maintained by Gainwell constitutes confidential technical information that is a	Neb. Rev. Stat. § 84-712.05(3); Neb. Rev. Stat. § 87-502(4)

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124528 ON Gainwell Technologies File 5 of 8_Narratives Requested in Section V, V.D.2. Deliverable Review and Approval Process (DRAP), Page 16	Trade Secret, Proprietary Technical Information, and Security-Sensitive Information. All Gainwell-authored responses within Attachment B contain nonpublic technical architecture, infrastructure design, hosting approaches, system configurations, security controls, operational practices, implementation methodologies, resiliency strategies, monitoring approaches, technical frameworks, deployment practices, solution architecture, and related intellectual property developed and maintained by Gainwell constitutes confidential technical information that is a Gainwell proprietary trade secret. This information derives independent economic value, from not being generally known to the public or to other persons who can obtain economic value from its disclosure or use and Gainwell uses efforts that are reasonable under the circumstances to maintain its secrecy. Our solution is a result of considerable corporate investment. Disclosure would permit competitors to reproduce or adapt Gainwell's technical and operational methodologies without comparable investment and could expose detailed technical and security-related information.	Neb. Rev. Stat. § 84-712.05(3); Neb. Rev. Stat. § 87-502(4)
124528 ON Gainwell Technologies File 5 of 8_Narratives Requested in Section V, V.D.2.e Develop a Communication Plan, Page 18-19	Trade Secret, Proprietary Technical Information, and Security-Sensitive Information. All Gainwell-authored responses within Attachment B contain nonpublic technical architecture, infrastructure design, hosting approaches, system configurations, security controls, operational practices, implementation methodologies, resiliency strategies, monitoring approaches, technical frameworks, deployment practices, solution architecture, and related intellectual property developed and maintained by Gainwell constitutes confidential technical information that is a Gainwell proprietary trade secret. This information derives independent economic value, from not being generally known to the public or to other persons who can obtain economic value from its disclosure or use and Gainwell uses efforts that are reasonable under the circumstances to maintain its secrecy. Our solution is a result of considerable corporate investment. Disclosure would permit competitors to reproduce or adapt Gainwell's technical and operational methodologies without comparable investment and could expose detailed technical and security-related information.	Neb. Rev. Stat. § 84-712.05(3); Neb. Rev. Stat. § 87-502(4)
124528 ON Gainwell Technologies File 5 of 8_Narratives Requested in	Trade Secret, Proprietary Technical Information, and Security-Sensitive Information. All Gainwell-authored responses within Attachment B contain nonpublic technical architecture, infrastructure design, hosting approaches,	Neb. Rev. Stat. § 84-712.05(3); Neb. Rev. Stat. § 87-502(4)

Proposal Document/MSQ Number Section and/or Page Number	Exemption Designation and Rationale	Statute
Section V, V.D.2.f Staffing Plan, Page 20	system configurations, security controls, operational practices, implementation methodologies, resiliency strategies, monitoring approaches, technical frameworks, deployment practices, solution architecture, and related intellectual property developed and maintained by Gainwell constitutes confidential technical information that is a Gainwell proprietary trade secret. This information derives independent economic value, from not being generally known to the public or to other persons who can obtain economic value from its disclosure or use and Gainwell uses efforts that are reasonable under the circumstances to maintain its secrecy. Our solution is a result of considerable corporate investment. Disclosure would permit competitors to reproduce or adapt Gainwell's technical and operational methodologies without comparable investment and could expose detailed technical and security-related information.	
124528 ON Gainwell Technologies File 5 of 8_Narratives Requested in Section V, V.D.2.g Key Personnel, Page 21-24	Trade Secret, Proprietary Technical Information, and Security-Sensitive Information. All Gainwell-authored responses within Attachment B contain nonpublic technical architecture, infrastructure design, hosting approaches, system configurations, security controls, operational practices, implementation methodologies, resiliency strategies, monitoring approaches, technical frameworks, deployment practices, solution architecture, and related intellectual property developed and maintained by Gainwell constitutes confidential technical information that is a Gainwell proprietary trade secret. This information derives independent economic value, from not being generally known to the public or to other persons who can obtain economic value from its disclosure or use and Gainwell uses efforts that are reasonable under the circumstances to maintain its secrecy. Our solution is a result of considerable corporate investment. Disclosure would permit competitors to reproduce or adapt Gainwell's technical and operational methodologies without comparable investment and could expose detailed technical and security-related information.	Neb. Rev. Stat. § 84-712.05(3); Neb. Rev. Stat. § 87-502(4)
124528 ON Gainwell Technologies File 5 of 8_Narratives Requested in Section V, V.D.2.h Develop a Change Management Plan, Page 24-25	Trade Secret, Proprietary Technical Information, and Security-Sensitive Information. All Gainwell-authored responses within Attachment B contain nonpublic technical architecture, infrastructure design, hosting approaches, system configurations, security controls, operational practices, implementation methodologies, resiliency strategies, monitoring approaches, technical frameworks, deployment practices, solution architecture, and related intellectual property developed and maintained by Gainwell constitutes confidential technical information that is a Gainwell proprietary trade secret. This information derives independent economic value, from not being generally known to the public or to other persons who can obtain economic value from its disclosure or use and Gainwell uses efforts that are reasonable under the circumstances to maintain its secrecy. Our solution is a result of considerable corporate investment. Disclosure would permit competitors to reproduce or adapt Gainwell's technical and operational	Neb. Rev. Stat. § 84-712.05(3); Neb. Rev. Stat. § 87-502(4)

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	methodologies without comparable investment and could expose detailed technical and security-related information.	
124528 ON Gainwell Technologies File 5 of 8 Narratives Requested in Section V, V.D.2.i Application Configuration and Maintenance Plan, Page 25-26	Trade Secret, Proprietary Technical Information, and Security-Sensitive Information. All Gainwell-authored responses within Attachment B contain nonpublic technical architecture, infrastructure design, hosting approaches, system configurations, security controls, operational practices, implementation methodologies, resiliency strategies, monitoring approaches, technical frameworks, deployment practices, solution architecture, and related intellectual property developed and maintained by Gainwell constitutes confidential technical information that is a Gainwell proprietary trade secret. This information derives independent economic value, from not being generally known to the public or to other persons who can obtain economic value from its disclosure or use and Gainwell uses efforts that are reasonable under the circumstances to maintain its secrecy. Our solution is a result of considerable corporate investment. Disclosure would permit competitors to reproduce or adapt Gainwell's technical and operational methodologies without comparable investment and could expose detailed technical and security-related information.	Neb. Rev. Stat. § 84-712.05(3); Neb. Rev. Stat. § 87-502(4)
124528 ON Gainwell Technologies File 5 of 8 Narratives Requested in Section V, V.D.3 REQUIREMENTS VALIDATION WITH DEMONSTRATION, Page 27-28	Trade Secret, Proprietary Technical Information, and Security-Sensitive Information. All Gainwell-authored responses within Attachment B contain nonpublic technical architecture, infrastructure design, hosting approaches, system configurations, security controls, operational practices, implementation methodologies, resiliency strategies, monitoring approaches, technical frameworks, deployment practices, solution architecture, and related intellectual property developed and maintained by Gainwell constitutes confidential technical information that is a Gainwell proprietary trade secret. This information derives independent economic value, from not being generally known to the public or to other persons who can obtain economic value from its disclosure or use and Gainwell uses efforts that are reasonable under the circumstances to maintain its secrecy. Our solution is a result of considerable corporate investment. Disclosure would permit competitors to reproduce or adapt Gainwell's technical and operational methodologies without comparable investment and could expose detailed technical and security-related information.	Neb. Rev. Stat. § 84-712.05(3); Neb. Rev. Stat. § 87-502(4)
124528 ON Gainwell Technologies File 5 of 8 Narratives Requested in Section V, V.D.4 DESIGN AND CONFIGURATION, Page 28-31	Trade Secret, Proprietary Technical Information, and Security-Sensitive Information. All Gainwell-authored responses within Attachment B contain nonpublic technical architecture, infrastructure design, hosting approaches, system configurations, security controls, operational practices, implementation methodologies, resiliency strategies, monitoring approaches, technical frameworks, deployment practices, solution architecture, and related intellectual property developed and maintained by Gainwell constitutes confidential technical information that is a	Neb. Rev. Stat. § 84-712.05(3); Neb. Rev. Stat. § 87-502(4)

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	Gainwell proprietary trade secret. This information derives independent economic value, from not being generally known to the public or to other persons who can obtain economic value from its disclosure or use and Gainwell uses efforts that are reasonable under the circumstances to maintain its secrecy. Our solution is a result of considerable corporate investment. Disclosure would permit competitors to reproduce or adapt Gainwell's technical and operational methodologies without comparable investment and could expose detailed technical and security-related information.	
124528 ON Gainwell Technologies File 5 of 8_Narratives Requested in Section V, V.D.4.a Deliverable Review and Acceptance Process, Page 32	Trade Secret, Proprietary Technical Information, and Security-Sensitive Information. All Gainwell-authored responses within Attachment B contain nonpublic technical architecture, infrastructure design, hosting approaches, system configurations, security controls, operational practices, implementation methodologies, resiliency strategies, monitoring approaches, technical frameworks, deployment practices, solution architecture, and related intellectual property developed and maintained by Gainwell constitutes confidential technical information that is a Gainwell proprietary trade secret. This information derives independent economic value, from not being generally known to the public or to other persons who can obtain economic value from its disclosure or use and Gainwell uses efforts that are reasonable under the circumstances to maintain its secrecy. Our solution is a result of considerable corporate investment. Disclosure would permit competitors to reproduce or adapt Gainwell's technical and operational methodologies without comparable investment and could expose detailed technical and security-related information.	Neb. Rev. Stat. § 84-712.05(3); Neb. Rev. Stat. § 87-502(4)
124528 ON Gainwell Technologies File 5 of 8_Narratives Requested in Section V, V.D.4.b Configure Environments for Development, Testing, Training, and Production, Page 33-34	Trade Secret, Proprietary Technical Information, and Security-Sensitive Information. All Gainwell-authored responses within Attachment B contain nonpublic technical architecture, infrastructure design, hosting approaches, system configurations, security controls, operational practices, implementation methodologies, resiliency strategies, monitoring approaches, technical frameworks, deployment practices, solution architecture, and related intellectual property developed and maintained by Gainwell constitutes confidential technical information that is a Gainwell proprietary trade secret. This information derives independent economic value, from not being generally known to the public or to other persons who can obtain economic value from its disclosure or use and Gainwell uses efforts that are reasonable under the circumstances to maintain its secrecy. Our solution is a result of considerable corporate investment. Disclosure would permit competitors to reproduce or adapt Gainwell's technical and operational methodologies without comparable investment and could expose detailed technical and security-related information.	Neb. Rev. Stat. § 84-712.05(3); Neb. Rev. Stat. § 87-502(4)
124528 ON Gainwell Technologies File 5 of 8_Narratives Requested in Section V, V.D.4.c Complete	Trade Secret, Proprietary Technical Information, and Security-Sensitive Information. All Gainwell-authored responses within Attachment B contain nonpublic technical architecture, infrastructure design, hosting approaches,	Neb. Rev. Stat. § 84-712.05(3); Neb. Rev. Stat. § 87-502(4)

Proposal Document/MSQ Number Section and/or Page Number	Exemption Designation and Rationale	Statute
Standard System Configuration, Page 34-35	system configurations, security controls, operational practices, implementation methodologies, resiliency strategies, monitoring approaches, technical frameworks, deployment practices, solution architecture, and related intellectual property developed and maintained by Gainwell constitutes confidential technical information that is a Gainwell proprietary trade secret. This information derives independent economic value, from not being generally known to the public or to other persons who can obtain economic value from its disclosure or use and Gainwell uses efforts that are reasonable under the circumstances to maintain its secrecy. Our solution is a result of considerable corporate investment. Disclosure would permit competitors to reproduce or adapt Gainwell's technical and operational methodologies without comparable investment and could expose detailed technical and security-related information.	
124528 ON Gainwell Technologies File 5 of 8_Narratives Requested in Section V, V.D.4.d Assist the State with Configuration of System, Page 36	Trade Secret, Proprietary Technical Information, and Security-Sensitive Information. All Gainwell-authored responses within Attachment B contain nonpublic technical architecture, infrastructure design, hosting approaches, system configurations, security controls, operational practices, implementation methodologies, resiliency strategies, monitoring approaches, technical frameworks, deployment practices, solution architecture, and related intellectual property developed and maintained by Gainwell constitutes confidential technical information that is a Gainwell proprietary trade secret. This information derives independent economic value, from not being generally known to the public or to other persons who can obtain economic value from its disclosure or use and Gainwell uses efforts that are reasonable under the circumstances to maintain its secrecy. Our solution is a result of considerable corporate investment. Disclosure would permit competitors to reproduce or adapt Gainwell's technical and operational methodologies without comparable investment and could expose detailed technical and security-related information.	Neb. Rev. Stat. § 84-712.05(3); Neb. Rev. Stat. § 87-502(4)
124528 ON Gainwell Technologies File 5 of 8_Narratives Requested in Section V, V.D.4.e Assist DHHS with User Role Determination, Page 37-38	Trade Secret, Proprietary Technical Information, and Security-Sensitive Information. All Gainwell-authored responses within Attachment B contain nonpublic technical architecture, infrastructure design, hosting approaches, system configurations, security controls, operational practices, implementation methodologies, resiliency strategies, monitoring approaches, technical frameworks, deployment practices, solution architecture, and related intellectual property developed and maintained by Gainwell constitutes confidential technical information that is a Gainwell proprietary trade secret. This information derives independent economic value, from not being generally known to the public or to other persons who can obtain economic value from its disclosure or use and Gainwell uses efforts that are reasonable under the circumstances to maintain its secrecy. Our solution is a result of considerable corporate investment. Disclosure would permit competitors to reproduce or adapt Gainwell's technical and operational	Neb. Rev. Stat. § 84-712.05(3); Neb. Rev. Stat. § 87-502(4)

Proposal Document/MSQ Number Section and/or Page Number	Exemption Designation and Rationale	Statute
	methodologies without comparable investment and could expose detailed technical and security-related information.	
124528 ON Gainwell Technologies File 5 of 8 Narratives Requested in Section V, V.D.4.f Obtain Acceptance from the State on Design and System Configuration, Page 38-39	Trade Secret, Proprietary Technical Information, and Security-Sensitive Information. All Gainwell-authored responses within Attachment B contain nonpublic technical architecture, infrastructure design, hosting approaches, system configurations, security controls, operational practices, implementation methodologies, resiliency strategies, monitoring approaches, technical frameworks, deployment practices, solution architecture, and related intellectual property developed and maintained by Gainwell constitutes confidential technical information that is a Gainwell proprietary trade secret. This information derives independent economic value, from not being generally known to the public or to other persons who can obtain economic value from its disclosure or use and Gainwell uses efforts that are reasonable under the circumstances to maintain its secrecy. Our solution is a result of considerable corporate investment. Disclosure would permit competitors to reproduce or adapt Gainwell's technical and operational methodologies without comparable investment and could expose detailed technical and security-related information.	Neb. Rev. Stat. § 84-712.05(3); Neb. Rev. Stat. § 87-502(4)
124528 ON Gainwell Technologies File 5 of 8 Narratives Requested in Section V, V.D.5.d-h, Page 44-50	Trade Secret, Proprietary Technical Information, and Security-Sensitive Information. All Gainwell-authored responses within Attachment B contain nonpublic technical architecture, infrastructure design, hosting approaches, system configurations, security controls, operational practices, implementation methodologies, resiliency strategies, monitoring approaches, technical frameworks, deployment practices, solution architecture, and related intellectual property developed and maintained by Gainwell constitutes confidential technical information that is a Gainwell proprietary trade secret. This information derives independent economic value, from not being generally known to the public or to other persons who can obtain economic value from its disclosure or use and Gainwell uses efforts that are reasonable under the circumstances to maintain its secrecy. Our solution is a result of considerable corporate investment. Disclosure would permit competitors to reproduce or adapt Gainwell's technical and operational methodologies without comparable investment and could expose detailed technical and security-related information.	Neb. Rev. Stat. § 84-712.05(3); Neb. Rev. Stat. § 87-502(4)
124528 ON Gainwell Technologies File 5 of 8 Narratives Requested in Section V, V.D.6 DATA/FILE CONVERSION AND MIGRATION PLAN, Page 51-60	Trade Secret, Proprietary Technical Information, and Security-Sensitive Information. All Gainwell-authored responses within Attachment B contain nonpublic technical architecture, infrastructure design, hosting approaches, system configurations, security controls, operational practices, implementation methodologies, resiliency strategies, monitoring approaches, technical frameworks, deployment practices, solution architecture, and related intellectual property developed and maintained by Gainwell constitutes confidential technical information that is a	Neb. Rev. Stat. § 84-712.05(3); Neb. Rev. Stat. § 87-502(4)

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124528 ON Gainwell Technologies File 5 of 8_Narratives Requested in Section V, V.D. Training, Page 60-67	Trade Secret, Proprietary Technical Information, and Security-Sensitive Information. All Gainwell-authored responses within Attachment B contain nonpublic technical architecture, infrastructure design, hosting approaches, system configurations, security controls, operational practices, implementation methodologies, resiliency strategies, monitoring approaches, technical frameworks, deployment practices, solution architecture, and related intellectual property developed and maintained by Gainwell constitutes confidential technical information that is a Gainwell proprietary trade secret. This information derives independent economic value, from not being generally known to the public or to other persons who can obtain economic value from its disclosure or use and Gainwell uses efforts that are reasonable under the circumstances to maintain its secrecy. Our solution is a result of considerable corporate investment. Disclosure would permit competitors to reproduce or adapt Gainwell's technical and operational methodologies without comparable investment and could expose detailed technical and security-related information.	Neb. Rev. Stat. § 84-712.05(3); Neb. Rev. Stat. § 87-502(4)
124528 ON Gainwell Technologies File 5 of 8_Narratives Requested in Section V, V.D.8 PRE-IMPLEMENTATION, Page-67-73	Trade Secret, Proprietary Technical Information, and Security-Sensitive Information. All Gainwell-authored responses within Attachment B contain nonpublic technical architecture, infrastructure design, hosting approaches, system configurations, security controls, operational practices, implementation methodologies, resiliency strategies, monitoring approaches, technical frameworks, deployment practices, solution architecture, and related intellectual property developed and maintained by Gainwell constitutes confidential technical information that is a Gainwell proprietary trade secret. This information derives independent economic value, from not being generally known to the public or to other persons who can obtain economic value from its disclosure or use and Gainwell uses efforts that are reasonable under the circumstances to maintain its secrecy. Our solution is a result of considerable corporate investment. Disclosure would permit competitors to reproduce or adapt Gainwell's technical and operational methodologies without comparable investment and could expose detailed technical and security-related information.	Neb. Rev. Stat. § 84-712.05(3); Neb. Rev. Stat. § 87-502(4)
124528 ON Gainwell Technologies File 5 of 8_Narratives Requested in Section V, V.D.9	Trade Secret, Proprietary Technical Information, and Security-Sensitive Information. All Gainwell-authored responses within Attachment B contain nonpublic technical architecture, infrastructure design, hosting approaches,	Neb. Rev. Stat. § 84-712.05(3); Neb. Rev. Stat. § 87-502(4)

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IMPLEMENTATION, Page 77-83	system configurations, security controls, operational practices, implementation methodologies, resiliency strategies, monitoring approaches, technical frameworks, deployment practices, solution architecture, and related intellectual property developed and maintained by Gainwell constitutes confidential technical information that is a Gainwell proprietary trade secret. This information derives independent economic value, from not being generally known to the public or to other persons who can obtain economic value from its disclosure or use and Gainwell uses efforts that are reasonable under the circumstances to maintain its secrecy. Our solution is a result of considerable corporate investment. Disclosure would permit competitors to reproduce or adapt Gainwell's technical and operational methodologies without comparable investment and could expose detailed technical and security-related information.	
124528 ON Gainwell Technologies File 5 of 8_Narratives Requested in Section V, V.D.10 POST-IMPLEMENTATION, Page 83- 90	Trade Secret, Proprietary Technical Information, and Security-Sensitive Information. All Gainwell-authored responses within Attachment B contain nonpublic technical architecture, infrastructure design, hosting approaches, system configurations, security controls, operational practices, implementation methodologies, resiliency strategies, monitoring approaches, technical frameworks, deployment practices, solution architecture, and related intellectual property developed and maintained by Gainwell constitutes confidential technical information that is a Gainwell proprietary trade secret. This information derives independent economic value, from not being generally known to the public or to other persons who can obtain economic value from its disclosure or use and Gainwell uses efforts that are reasonable under the circumstances to maintain its secrecy. Our solution is a result of considerable corporate investment. Disclosure would permit competitors to reproduce or adapt Gainwell's technical and operational methodologies without comparable investment and could expose detailed technical and security-related information.	Neb. Rev. Stat. § 84-712.05(3); Neb. Rev. Stat. § 87-502(4)
124528 ON Gainwell Technologies File 5 of 8_Narratives Requested in Section V, V.D.11 MAINTENANCE, OPERATIONS AND SUPPORT, Page 90-93	Trade Secret, Proprietary Technical Information, and Security-Sensitive Information. All Gainwell-authored responses within Attachment B contain nonpublic technical architecture, infrastructure design, hosting approaches, system configurations, security controls, operational practices, implementation methodologies, resiliency strategies, monitoring approaches, technical frameworks, deployment practices, solution architecture, and related intellectual property developed and maintained by Gainwell constitutes confidential technical information that is a Gainwell proprietary trade secret. This information derives independent economic value, from not being generally known to the public or to other persons who can obtain economic value from its disclosure or use and Gainwell uses efforts that are reasonable under the circumstances to maintain its secrecy. Our solution is a result of considerable corporate investment. Disclosure would permit competitors to reproduce or adapt Gainwell's technical and operational	Neb. Rev. Stat. § 84-712.05(3); Neb. Rev. Stat. § 87-502(4)

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	methodologies without comparable investment and could expose detailed technical and security-related information.	
124528 ON Gainwell Technologies File 5 of 8 Narratives Requested in Section V, V.D.12 TURNOVER PHASE, Page 95-96	Trade Secret, Proprietary Technical Information, and Security-Sensitive Information. All Gainwell-authored responses within Attachment B contain nonpublic technical architecture, infrastructure design, hosting approaches, system configurations, security controls, operational practices, implementation methodologies, resiliency strategies, monitoring approaches, technical frameworks, deployment practices, solution architecture, and related intellectual property developed and maintained by Gainwell constitutes confidential technical information that is a Gainwell proprietary trade secret. This information derives independent economic value, from not being generally known to the public or to other persons who can obtain economic value from its disclosure or use and Gainwell uses efforts that are reasonable under the circumstances to maintain its secrecy. Our solution is a result of considerable corporate investment. Disclosure would permit competitors to reproduce or adapt Gainwell's technical and operational methodologies without comparable investment and could expose detailed technical and security-related information.	Neb. Rev. Stat. § 84-712.05(3); Neb. Rev. Stat. § 87-502(4)
124528 ON Gainwell Technologies File 5 of 8 Narratives Requested in Section V, V.E BUSINESS REQUIREMENTS, 97-104	Trade Secret, Proprietary Technical Information, and Security-Sensitive Information. All Gainwell-authored responses within Attachment B contain nonpublic technical architecture, infrastructure design, hosting approaches, system configurations, security controls, operational practices, implementation methodologies, resiliency strategies, monitoring approaches, technical frameworks, deployment practices, solution architecture, and related intellectual property developed and maintained by Gainwell constitutes confidential technical information that is a Gainwell proprietary trade secret. This information derives independent economic value, from not being generally known to the public or to other persons who can obtain economic value from its disclosure or use and Gainwell uses efforts that are reasonable under the circumstances to maintain its secrecy. Our solution is a result of considerable corporate investment. Disclosure would permit competitors to reproduce or adapt Gainwell's technical and operational methodologies without comparable investment and could expose detailed technical and security-related information.	Neb. Rev. Stat. § 84-712.05(3); Neb. Rev. Stat. § 87-502(4)
124528 ON Gainwell Technologies File 5 of 8 Narratives Requested in Section V, V.G CMS CERTIFICATION REQUIREMENTS, Page 106-123	Trade Secret, Proprietary Technical Information, and Security-Sensitive Information. All Gainwell-authored responses within Attachment B contain nonpublic technical architecture, infrastructure design, hosting approaches, system configurations, security controls, operational practices, implementation methodologies, resiliency strategies, monitoring approaches, technical frameworks, deployment practices, solution architecture, and related intellectual property developed and maintained by Gainwell constitutes confidential technical information that is a	Neb. Rev. Stat. § 84-712.05(3); Neb. Rev. Stat. § 87-502(4)

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124528 ON Gainwell Technologies File 5 of 8_Narratives Requested in Section V, V.HPROJECT PLANNING AND MANAGEMENT, Page 125-137, Figure 4, Table 7, Table 8, Page 141-143	Trade Secret, Proprietary Technical Information, and Security-Sensitive Information. All Gainwell-authored responses within Attachment B contain nonpublic technical architecture, infrastructure design, hosting approaches, system configurations, security controls, operational practices, implementation methodologies, resiliency strategies, monitoring approaches, technical frameworks, deployment practices, solution architecture, and related intellectual property developed and maintained by Gainwell constitutes confidential technical information that is a Gainwell proprietary trade secret. This information derives independent economic value, from not being generally known to the public or to other persons who can obtain economic value from its disclosure or use and Gainwell uses efforts that are reasonable under the circumstances to maintain its secrecy. Our solution is a result of considerable corporate investment. Disclosure would permit competitors to reproduce or adapt Gainwell's technical and operational methodologies without comparable investment and could expose detailed technical and security-related information.	Neb. Rev. Stat. § 84-712.05(3); Neb. Rev. Stat. § 87-502(4)
124528 ON Gainwell Technologies File 5 of 8_Narratives Requested in Section V, V.I.1 Implementation Deliverables, Page 144-145	Trade Secret, Proprietary Technical Information, and Security-Sensitive Information. All Gainwell-authored responses within Attachment B contain nonpublic technical architecture, infrastructure design, hosting approaches, system configurations, security controls, operational practices, implementation methodologies, resiliency strategies, monitoring approaches, technical frameworks, deployment practices, solution architecture, and related intellectual property developed and maintained by Gainwell constitutes confidential technical information that is a Gainwell proprietary trade secret. This information derives independent economic value, from not being generally known to the public or to other persons who can obtain economic value from its disclosure or use and Gainwell uses efforts that are reasonable under the circumstances to maintain its secrecy. Our solution is a result of considerable corporate investment. Disclosure would permit competitors to reproduce or adapt Gainwell's technical and operational methodologies without comparable investment and could expose detailed technical and security-related information.	Neb. Rev. Stat. § 84-712.05(3); Neb. Rev. Stat. § 87-502(4)
124528 ON Gainwell Technologies File 5 of 8_Narratives Requested in	Trade Secret, Proprietary Technical Information, and Security-Sensitive Information. All Gainwell-authored responses within Attachment B contain nonpublic technical architecture, infrastructure design, hosting approaches,	Neb. Rev. Stat. § 84-712.05(3); Neb. Rev. Stat. § 87-502(4)

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Section V , V.I.1.a -e, Page 145-157	system configurations, security controls, operational practices, implementation methodologies, resiliency strategies, monitoring approaches, technical frameworks, deployment practices, solution architecture, and related intellectual property developed and maintained by Gainwell constitutes confidential technical information that is a Gainwell proprietary trade secret. This information derives independent economic value, from not being generally known to the public or to other persons who can obtain economic value from its disclosure or use and Gainwell uses efforts that are reasonable under the circumstances to maintain its secrecy. Our solution is a result of considerable corporate investment. Disclosure would permit competitors to reproduce or adapt Gainwell's technical and operational methodologies without comparable investment and could expose detailed technical and security-related information.	
124528 ON Gainwell Technologies File 5 of 8_Narratives Requested in Section V, V.I.2 Operational Deliverables, Page 142-167	Trade Secret, Proprietary Technical Information, and Security-Sensitive Information. All Gainwell-authored responses within Attachment B contain nonpublic technical architecture, infrastructure design, hosting approaches, system configurations, security controls, operational practices, implementation methodologies, resiliency strategies, monitoring approaches, technical frameworks, deployment practices, solution architecture, and related intellectual property developed and maintained by Gainwell constitutes confidential technical information that is a Gainwell proprietary trade secret. This information derives independent economic value, from not being generally known to the public or to other persons who can obtain economic value from its disclosure or use and Gainwell uses efforts that are reasonable under the circumstances to maintain its secrecy. Our solution is a result of considerable corporate investment. Disclosure would permit competitors to reproduce or adapt Gainwell's technical and operational methodologies without comparable investment and could expose detailed technical and security-related information.	Neb. Rev. Stat. § 84-712.05(3); Neb. Rev. Stat. § 87-502(4)



Gainwell Technologies LLC Response to the
**State of Nebraska Department of Health
and Human Services (DHHS)**

REQUEST FOR PROPOSAL SERVICES CONTRACT MEDICAID DRUG REBATE SYSTEM

Solicitation Number: 124528 ON

Solicitation Response: Technical Proposal

Corporate Overview and Technical Response Part I

August 6, 2026, at 2:00 PM CDT

gainwell

Contents

1	CORPORATE OVERVIEW	1
a.	BIDDER IDENTIFICATION AND INFORMATION.....	1
b.	FINANCIAL STATEMENTS.....	1
c.	CHANGE OF OWNERSHIP	2
d.	OFFICE LOCATION	2
e.	RELATIONSHIPS WITH THE STATE	2
f.	BIDDER'S EMPLOYEE RELATIONS TO STATE	3
g.	CONTRACT PERFORMANCE.....	3
h.	SUMMARY OF BIDDER'S CORPORATE EXPERIENCE	4
i.	SUMMARY OF BIDDER'S PROPOSED PERSONNEL/MANAGEMENT APPROACH	9
j.	SUBCONTRACTORS	19
2	TECHNICAL RESPONSE	20
	Technical Response – Part I.....	20
	Part I.a Project Understanding.....	20
	Part I.b CMS Certification Requirements.....	21
	Part I.c Project Work Plan and Management.....	21
	Part I.d Deliverables and Due Dates	23
3	APPENDICES	25
	Appendix A. Contractual Agreement Form	25
	Appendix B. Responses to RFP Sections II through IV.....	27
	II. TERMS AND CONDITIONS.....	27
	III. VENDOR DUTIES.....	36
	IV. PAYMENT	45
4	EXHIBITS	47
	Exhibit 1: Gainwell Holding Corp. Audited Financial Statements (FY2025; April 1, 2024 – March 31, 2025)	47

List of Tables

Table 1.	Financial Institution Representative Information	2
Table 2.	Gainwell's Similar Project Experience	5
Table 3.	Proposed Staffing Matrix	11

List of Figures

Figure 1.	Gainwell Drug Rebate Service Presence	5
Figure 2.	NE DHHS – Pharmacy	22

1 CORPORATE OVERVIEW

RFP Reference: VI. SOLICITATION RESPONSE INSTRUCTIONS, a - j, p. 52

The Corporate Overview section of the solicitation response should consist of the following subdivisions:

a. BIDDER IDENTIFICATION AND INFORMATION

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

Gainwell Technologies LLC (Gainwell) is the corporate name. Gainwell is a Limited Liability Corporation (LLC) headquartered at 225 East John Carpenter Freeway, Suite 500, Irving, Texas 75062, and it is incorporated in California.

b. FINANCIAL STATEMENTS

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

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

The bidder must disclose any and all judgments, pending or expected litigation, or other real or potential financial reversals, which might materially affect the viability or stability of the organization, or state that no such condition is known to exist. The State may elect to use a third party to conduct credit checks as part of the corporate overview evaluation.

Gainwell is a financially stable organization with the resources, infrastructure, and experience necessary to successfully perform the services required under this contract. As a leading provider of healthcare technology solutions, Gainwell has a long history of delivering large-scale, mission-critical programs for state health and human services agencies across the country.

As a privately held company, Gainwell does not publicly disclose its financial statements. Gainwell's audited financial statements are provided as a separate confidential exhibit for the State's review. These materials contain proprietary financial information and are submitted with the expectation that they will be treated in accordance with the confidentiality provisions of this solicitation and applicable contractual requirements.

Gainwell's Audited Financial Statements are provided in Exhibit 1: Gainwell Holding Corp. Audited Financial Statements (FY2025; April 1, 2024 – March 31, 2025)

Financial Institution Representative Information

The information below includes the name, address, and telephone number of the responsible representative of our principal financial organization:

Table 1. Financial Institution Representative Information

Financial Institution Representative	
Representative Name:	[REDACTED]
Representative Title:	[REDACTED]
Financial Institution:	[REDACTED]
Financial Institution Division:	[REDACTED]
Office Phone Number:	[REDACTED]
Cell Phone Number:	[REDACTED]
Financial Institution Address:	[REDACTED]

Judgments and Litigation

[REDACTED]

c. CHANGE OF OWNERSHIP

If any change in ownership or control of the company is anticipated during the twelve (12) months following the solicitation response due date, the bidder should describe the circumstances of such change and indicate when the change will likely occur. Any change of ownership to an awarded bidder(s) will require notification to the State.

At present, Gainwell does not anticipate a change in ownership during the 12 months following the solicitation response due date.

d. OFFICE LOCATION

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

Gainwell's headquarters, located at 225 East John Carpenter Freeway, Suite 500, Irving, Texas 75062, will serve as the location responsible for contract performance pursuant to an award from the State of Nebraska.

Gainwell will use a flexible, scalable workforce model that uses geographically distributed personnel, virtual collaboration, and centralized resource management to deliver services while controlling costs and maintaining operational continuity.

e. RELATIONSHIPS WITH THE STATE

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

Gainwell Technologies LLC has contracted with the Nebraska Department of Health and Human Services (DHHS) to provide ongoing support, maintenance, and development services for the

Nebraska State Immunization Information System (NESIIS). The current contract number 107652-O4 is scheduled to expire on December 30, 2026.

f. BIDDER'S EMPLOYEE RELATIONS TO STATE

If any Party named in the bidder's solicitation response is or was an employee of the State within the past (twenty-four) (24) months, identify the individual(s) by name, State agency with whom employed, job title or position held with the State, and separation date. If no such relationship exists or has existed, so declare.

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

No party named in Gainwell's solicitation response is or has been an employee of the State of Nebraska within the past 24 months.

Additionally, as of the solicitation response due date, no employee of any agency of the State of Nebraska is employed by Gainwell or serves as a subcontractor to Gainwell Technologies LLC. Accordingly, no actual or potential conflict of interest exists with respect to this requirement.

g. CONTRACT PERFORMANCE

If the bidder or any proposed subcontractor has had a contract terminated for default during the past (five) (5) years, all such instances must be described as required below. Termination for default is defined as a notice to stop performance delivery due to the bidder's non-performance or poor performance, and the issue was either not litigated due to inaction on the part of the bidder or litigated and such litigation determined the bidder to be in default.

It is mandatory that the bidder submit full details of all termination for default experienced during the past (five) (5) years, including the other Party's name, address, and telephone number. The response to this section must present the bidder's position on the matter. The State will evaluate the facts and will score the bidder's solicitation response accordingly. If no such termination for default has been experienced by the bidder in the past (five) (5) years, so declare.

If at any time during the past (five) (5) years, the bidder has had a contract terminated for convenience, non-performance, non-allocation of funds, or any other reason, describe fully all circumstances surrounding such termination, including the name and address of the other contracting Party.

[Redacted content]



h. SUMMARY OF BIDDER'S CORPORATE EXPERIENCE

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

The bidder should address the following:

- i. Provide narrative descriptions to highlight the similarities between the bidder's experience and this Solicitation. These descriptions should include:
 - a) The time period of the project,
 - b) The scheduled and actual completion dates,
 - c) The bidder's responsibilities,
 - d) For reference purposes, a customer name (including the name of a contact person, a current telephone number, a facsimile number, and e-mail address); and
 - e) Each project description should identify whether the work was performed as the prime Vendor or as a subcontractor. If a bidder performed as the prime Vendor, the description should provide the originally scheduled completion date and budget, as well as the

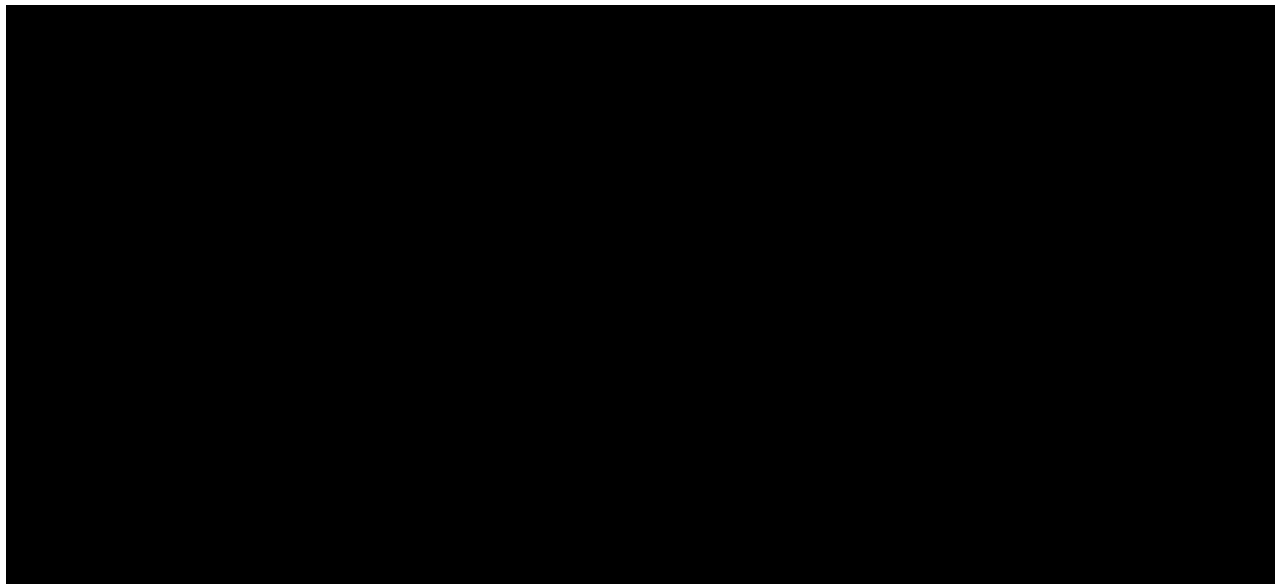
actual (or currently planned) completion date and actual (or currently planned) budget.

- ii. Bidder and Subcontractor(s) experience should be listed separately. Narrative descriptions submitted for Subcontractors should be specifically identified as subcontractor projects.
- iii. If the work was performed as a subcontractor, the narrative description should identify the same information as requested for the bidders above. In addition, subcontractors should identify what share of contract costs, project responsibilities, and time period were performed as a subcontractor.

Gainwell's Rx Drug Rebate solution has an extensive operations presence nationwide. Every year, Gainwell's nationwide rebate operations teams invoice more than \$8 billion for federal, supplemental, and state rebate programs. Across the 15 states currently operating in production, our collection rate consistently remains one of the highest in the industry, exceeding 98%. Rebate receipts in just one state for the last four quarters totaled more than \$2 billion. While the size of rebate receipts is correlated with the size of a state's claim volume, Gainwell's solution remains scalable to fit the needs of Nebraska's Medicaid population.

In the following graphic, we demonstrate our nationwide Drug Rebate presence, which is both in operation and in the Design, Development, and Implementation (DDI) process.

Figure 1. Gainwell Drug Rebate Service Presence



The following table lists a summary of Gainwell's Drug Rebate program experience of similar size, scope, and complexity to Nebraska.

Table 2. Gainwell's Similar Project Experience

Client Name:	
Time period of the project.	

Client Name:	[REDACTED]
Scheduled and actual completion dates	[REDACTED]
Bidders Responsibilities	[REDACTED]
Contact Name:	[REDACTED]
Contact Phone Number:	[REDACTED]
Contact Facsimile Number:	[REDACTED]
Contact Email Address	[REDACTED]
Project Description:	[REDACTED]

Client Name:	[REDACTED]
a) Time period of the project	[REDACTED]
b) Scheduled and actual completion dates	[REDACTED]
c) Bidders Responsibilities	[REDACTED]

Client Name:	[REDACTED]
	[REDACTED]
	[REDACTED]
	[REDACTED]
	[REDACTED]
	[REDACTED]
	[REDACTED]
	[REDACTED]
d) Contact Name:	[REDACTED]
e) Contact Phone Number:	[REDACTED]
f) Contact Facsimile Number:	[REDACTED]
g) Contact Email Address	[REDACTED]
h) Project Description:	[REDACTED]

Client Name:	[REDACTED]
	[REDACTED]
	[REDACTED] [REDACTED] [REDACTED]
	[REDACTED] [REDACTED]
	[REDACTED] [REDACTED] [REDACTED] [REDACTED]
	[REDACTED] [REDACTED]
	[REDACTED] [REDACTED]
	[REDACTED] [REDACTED] [REDACTED] [REDACTED]
	[REDACTED] [REDACTED]
	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]
	[REDACTED] [REDACTED]
	[REDACTED] [REDACTED] [REDACTED]
	[REDACTED] [REDACTED] [REDACTED]
	[REDACTED] [REDACTED]

Client Name:	[REDACTED]
a) Time period of the project	[REDACTED]
b) Scheduled and actual completion dates	[REDACTED]
c) Bidders Responsibilities	[REDACTED]
d) Contact Name:	[REDACTED]

Client Name:	[REDACTED]
e) Contact Phone Number:	[REDACTED]
f) Contact Facsimile Number:	[REDACTED]
g) Contact Email Address	[REDACTED]
h) Project Description:	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]

As noted in the tables above, Gainwell brings extensive experience supporting state Medicaid Pharmacy Benefit Programs through technology-enabled healthcare administration services and performed all work directly, with no subcontractor.

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

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

The bidder should provide resumes for all personnel proposed by the bidder to work on the project. The State will consider the resumes as a key indicator of the bidder's understanding of the skill mixes required to carry out the requirements of the Solicitation in addition to assessing the experience of specific individuals.

Resumes should not be longer than three (3) pages. Resumes should include, at a minimum, academic background and degrees, professional certifications, understanding of the process, and at least three (3) references (name, address, and telephone number) who can attest to the competence and skill level of the individual. Any changes in proposed personnel shall only be implemented after written approval from the State.

Gainwell employs a collaborative, accountable, and customer-focused personnel management approach that ensures the State receives an experienced, stable, and responsive project team throughout the contract period. Our approach combines strong executive sponsorship, dedicated project leadership, clearly defined roles and responsibilities, and integrated functional and technical teams. We work together to deliver high-quality services while maintaining alignment with the State's priorities.

Gainwell establishes a single point of accountability through the project manager while enabling direct collaboration between State stakeholders and the appropriate functional and technical leads. Functional leads coordinate business and operational activities with State program staff, while technical leads coordinate solution design, development, testing, and implementation activities with the State's technical representatives. This approach provides streamlined communication, timely decision-making, and clear ownership of all project activities.

Account Manager

[Redacted]

Project Manager

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[illegible]

Title	Reporting Relationship	Primary Responsibilities
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]		
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[REDACTED]	
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	

[illegible]

██████████	████████████████████	██████████	████████████████████	██████	██████████
██████████████████	██████████████████	██	██████	██████████████████	
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Age Group	Percentage Vaccinated
18-24	15%
25-34	85%
35-44	75%
45-54	65%
55-64	55%
65-74	45%
75-84	35%
85+	25%

[REDACTED]		[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

[REDACTED]		[REDACTED]	
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]			

j. SUBCONTRACTORS

If the bidder intends to subcontract any part of its performance hereunder, the bidder should provide:

- i. name, address, and telephone number of the subcontractor(s),
- ii. specific tasks for each subcontractor(s),
- iii. percentage of performance hours intended for each subcontract; and
- iv. total percentage of subcontractor(s) performance hours.

Not applicable. Gainwell will serve as the sole vendor responsible for performing all tasks under the contract, if awarded.

2 TECHNICAL RESPONSE

Technical Response – Part I

RFP Reference: VI.2 TECHNICAL RESPONSE, p. 54

The Technical Response section of the solicitation response shall consist of Part I and Part II and each of the subsections. The requested information should correspond with Section (V) of the RFP and any related attachments.

Part I

a. Understanding of the project requirements.

(Important Note - Include all information except Attachment A & B– Functional and Technical Requirements to Section V. under Part I of the Technical Response; these attachments are to be placed in Part II of the Technical Response.)

b. CMS Certification Requirements.

c. Project work plan and management; and

d. Deliverables and due dates.

This Technical Response Part I responds to the four topics identified in RFP Section VI.A.2: Understanding of the project requirements; CMS Certification Requirements; Project work plan and management; and Deliverables and due dates. To align with the RFP's Technical Response structure, detailed narratives requested in Section V are provided in Technical Response Part II.D. Completed row-level Attachment A and Attachment B responses are provided separately in Technical Response Part II.A and Part II.B.

Part I.a Project Understanding

RFP Reference: VI.2.a, p. 54

Gainwell understands that the Nebraska DHHS seeks to replace the current environment with a modern, configurable, and CMS-certifiable MDR system and support the full lifecycle of federal and supplemental drug rebate administration. Nebraska's objective is to obtain a solution that maximizes rebate collections, improves operational efficiency, strengthens transparency and reporting, and supports long-term program sustainability. The ultimate goal is to make certain the State's program offsets the significant State and federal costs of outpatient prescription drugs.

This section summarizes Gainwell's understanding of DHHS's objectives, current MDR environment, operational needs, and desired future-state MDR solution. Gainwell's detailed narrative responses to the RFP Section V project scope and requirements are provided in Part II.d, including Section V.A Project Overview, V.C Scope of Work, and V.D Project Requirements. Completed functional and technical requirement responses are provided separately in Technical Response Part II.A – Attachment A and Part II.B – Attachment B.

Furthermore, we understand Nebraska is not seeking a narrow software replacement alone but rather, a robust program solution that operationally, technically, and administratively aligns across the complete MDR lifecycle, from core rebate processing through project governance, compliance, and delivery accountability. DHHS calls for a modern, production-ready system that supports day-to-day drug rebate operations while also providing a disciplined framework for implementation, oversight, and long-term program management.

Gainwell's understanding of the project scope is therefore comprehensive and aligned to the way Nebraska's goals of a new MDR system. Even so, the RFP makes clear the State's true need is broader: a secure, accountable, and implementable operating solution that supports rebate administration, project governance, technical compliance, federal reporting, CMS certification readiness, and disciplined delivery over time. Gainwell's pharmacy, rebate, analytics, integration, and security capabilities are aligned to this full scope and position us to deliver a modern MDR environment in support of DHHS program goals, from Day One through ongoing operations.

Part I.b CMS Certification Requirements

RFP Reference: VI.2.b, p. 54

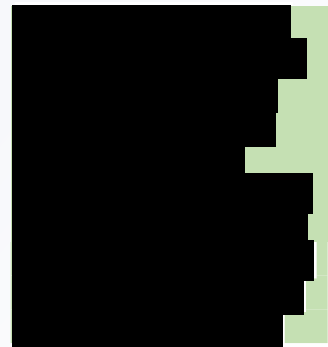
Gainwell has provided its response to VI.A.2.b under Part II.d Section V Narratives.

Part I.c Project Work Plan and Management

RFP Reference: VI.2.c, p. 54



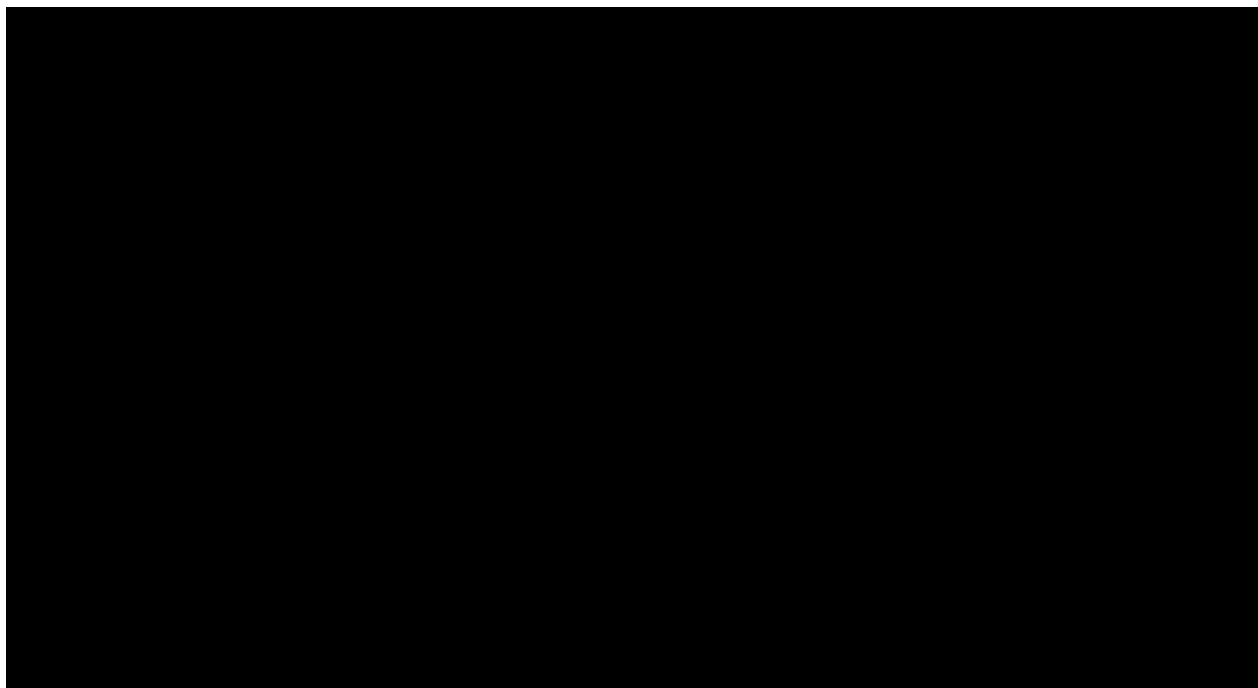
Gainwell's Schedule Commitment



Gainwell's Schedule Commitment



Figure 2. NE DHHS – Pharmacy



Project Work Plan and Management Approach

Gainwell applies a disciplined project work plan and management process to develop, implement, operate, and maintain the Drug Rebate solution. The work plan defines the tasks, milestones, and deliverables necessary to provide drug rebate support, rebate administration, and supplemental rebate services for eligible federal pharmacy rebates and applicable supplemental rebate programs.





Part I.d Deliverables and Due Dates

RFP Reference: VI.2.d, p. 54

Gainwell Technologies recognizes the importance of delivering high-quality work products on schedule and in accordance with the requirements established by the State. Gainwell employs a disciplined project management methodology that defines deliverables, establishes milestones, monitors progress, and ensures timely completion of all contractual obligations.

Upon contract award, Gainwell collaborates with the State to develop and maintain a detailed Integrated Project Schedule (IPS) that identifies all contract deliverables, milestones, dependencies, responsible parties, and required due dates. The project schedule serves as the

primary management tool for tracking deliverable status and is reviewed regularly with State stakeholders to monitor progress, identify potential risks, and implement corrective actions when necessary.

Each contract deliverable follows a structured lifecycle that includes planning, development, internal quality review, stakeholder review, revision, and final submission. Deliverables are assigned to designated owners who are accountable for coordinating required contributions, obtaining internal approvals, and ensuring that all work products meet contractual requirements before submission to the State.

Gainwell maintains a deliverable management process that includes:



Gainwell provides regular project status reports that include deliverable progress, upcoming due dates, completed milestones, risks, issues, and mitigation activities. Potential schedule impacts are identified early and communicated promptly to the State, allowing both organizations to collaboratively develop mitigation strategies and maintain project momentum.

Unless otherwise specified in the contract, Gainwell submits all required deliverables in accordance with the timelines established by the contract, the approved project schedule, and any mutually agreed-upon implementation plans. Deliverables are submitted in the format and through the communication channels specified by the State.

Additional information regarding Gainwell's approach to deliverable management, review processes, and contractual deliverables is provided in Part II.d, Section V Narratives, V.I Deliverables and Due Dates.

Gainwell remains committed to meeting all contractual deliverable requirements and due dates through proactive planning, disciplined project management, transparent communication, and continuous collaboration with the State.

3 APPENDICES

RFP Reference: VI.3 APPENDIX, p. 54

- a. Contractual Agreement Form
- b. Provide complete responses to Sections II through IV of the RFP.
- i. Bidder to follow instructions in Sections II through IV on how to complete these respective sections. Include all pages of provisions within sections II through IV respectively.

Appendix A. Contractual Agreement Form

Please see the following page for the Contractual Agreement Form.

Gainwell Response to Nebraska DHHS Request for Proposal Contract Services Medicaid Drug Rebate System
August 6, 2026

CONTRACTUAL AGREEMENT FORM

BIDDER MUST COMPLETE THE FOLLOWING

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.

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.

____ NEBRASKA VENDOR AFFIDAVIT: 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).

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

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

THIS FORM MUST BE SIGNED MANUALLY IN INK OR BY DOCUSIGN

COMPANY:	Gainwell Technologies LLC
ADDRESS:	225 East John Carpenter Freeway, Suite 500, Irving, TX 75062
PHONE:	703.245.4600
EMAIL:	mark.knickrehm@gainwelltechnologies.com
BIDDER NAME & TITLE:	Mark Knickrehm, President and CEO
SIGNATURE:	Signed by:  9A9CF0B2734E4FA...
DATE:	

VENDOR COMMUNICATION WITH THE STATE CONTACT INFORMATION (IF DIFFERENT FROM ABOVE)	
NAME:	Steve Marshall
TITLE:	Account General Manager
PHONE:	678.907.2034
EMAIL:	steven.marshall@gainwelltechnologies.com

Certificate Of Completion

Envelope Id: 066AE393-AABB-8C41-8007-CCC89F63330D

Status: Completed

Subject: Complete with Docusign: CONTRACTUAL AGREEMENT FORM (ready for signature).pdf

Source Envelope:

Document Pages: 1

Signatures: 1

Envelope Originator:

Certificate Pages: 4

Initials: 0

Melissa Lorenz

AutoNav: Enabled

Melissa.lorenz@gainwelltechnologies.com

Envelopeld Stamping: Enabled

IP Address: 162.10.127.132

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Record Tracking

Status: Original

Holder: Melissa Lorenz

Location: DocuSign

8/5/2026 5:51:54 AM

Melissa.lorenz@gainwelltechnologies.com

Signer Events

Mark Knickrehm

mark.knickrehm@gainwelltechnologies.com

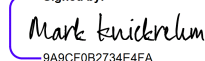
Chairman & Chief Executive Officer

Health Management Systems, Inc.

Security Level: Email, Account Authentication
(None)

Signature

Signed by:


9A9CF0B2734E4FA...

Signature Adoption: Pre-selected Style

Using IP Address: 162.10.127.132

Timestamp

Sent: 8/5/2026 5:52:29 AM

Viewed: 8/5/2026 5:53:40 AM

Signed: 8/5/2026 5:53:44 AM

Electronic Record and Signature Disclosure:

Accepted: 8/5/2026 5:53:40 AM

ID: 0c0f70b1-5b23-4f78-a83d-ac6352d00562

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/5/2026 5:52:29 AM
Certified Delivered	Security Checked	8/5/2026 5:53:40 AM
Signing Complete	Security Checked	8/5/2026 5:53:44 AM
Completed	Security Checked	8/5/2026 5:53:44 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

Appendix B. Responses to RFP Sections II through IV

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 exception is not taken to a provision, it is deemed accepted as stated. 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.

[illegible]

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:
 - a. Solicitation, including any attachments and addenda;
 - b. Questions and Answers;
 - c. Bidder's properly submitted solicitation response, including any terms and conditions or agreements submitted by the bidder;
 - d. Addendum to Contract Award (if applicable); and
 - e. Amendments to the Contract. (if applicable)

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a future contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment to the executed Contract with the most recent dated amendment having the highest priority, 2) Executed Contract and any attached Addenda 3) Addendums to the solicitation and any Questions and Answers, 4) the original solicitation document and any Addenda or attachments, and 5) the Vendor's submitted solicitation response, including any terms and conditions or agreements that are accepted by the State.

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.

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 and without advance notice, require the Vendor to suspend any or all performance or deliverables provided under this Contract. 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 immediately suspended and the reason(s) for the suspension. Upon receipt of such order, the Vendor shall immediately 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.

AMENDMENT

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

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. The State shall not incur a price increase for changes that should have been included in the Vendor's solicitation response, were foreseeable, or result from difficulties with or failure of the Vendor's solicitation response or performance.

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 the same price.

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

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.

NOTICE OF POTENTIAL VENDOR BREACH

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

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.

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

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.

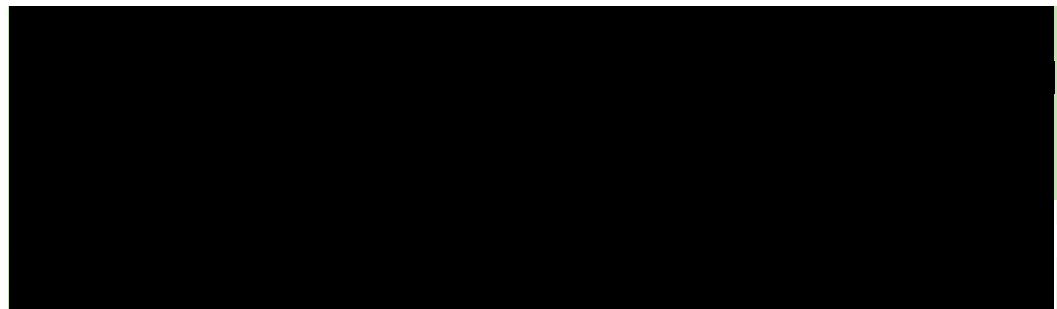
SEVERABILITY

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.

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 injury, death, or property loss or damage, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the Vendor, its employees, Subcontractors, consultants, representatives, and agents, resulting from 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 Licensed Software without the State's prior written consent, which consent may be withheld for any reason.

If a judgment or settlement is obtained or reasonably anticipated against the State's use of any intellectual property for which the 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.

ATTORNEY'S FEES

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

PERFORMANCE BOND

The Awarded Bidder will be required to supply a bond executed by a corporation authorized to contract surety in the State of Nebraska, payable to the State of Nebraska, which shall be valid for the life of the contract to include any renewal and/or extension periods. **The amount of the bond must be 100 percent of the contract amount.** The bond will guarantee that the Awarded Bidder will faithfully perform all requirements, terms and conditions of the contract. Failure to comply shall be grounds for forfeiture of the bond as liquidated damages. Amount of forfeiture will be determined by the agency based on loss to the State. The bond will be returned when the contract has been satisfactorily completed as solely determined by the State, after termination or expiration of the contract.

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.

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.

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

[REDACTED] "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.

[Comment – Language clarified to further clarify events that are considered within a force majeure event.]

COMPLIANCE WITH PRESIDENTIAL EXECUTIVE ORDERS 14151 AND 14173

Executive Order 14151, issued by President Donald Trump on January 20, 2025, and Executive Order 14173, issued by President Donald Trump on January 21, 2025, prohibit discriminatory "diversity, equity, and inclusion" (DEI) programs and "diversity, equity, inclusion, and accessibility" (DEIA) mandates, policies, programs, preferences, and activities in the federal government. If the Contract involves federal funds, Contractor shall not use contract funds for any DEI program or for any DEIA mandate, policy, program, or preference. Contractor shall assure its compliance and the compliance of any subcontractors with all requirements of Executive orders 14151 and 14173.

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.

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.

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 State,
2. Transfer ownership and title to all completed or partially completed deliverables to the State,
3. Return to the State all information and data unless the 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 Vendor, person, or entity in the assumption of any or all of the

- obligations of this contract,
5. Cooperate with any successor Vendor, 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.

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 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.

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.

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.

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.

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 of 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).

RETAINAGE

The State will withhold 5% of each payment until the MDR system is CMS Certified. The entire retainage amount will be payable upon CMS Certification. The State may reject the final invoice by identifying the specific reasons for such rejection in writing to the Vendor within forty-five (45) calendar days of receipt of the final invoice. Otherwise, the project will be deemed accepted, and the State will release the final payment and retainage in accordance with the contract payment terms.

PERFORMANCE GUARANTEES/LIQUIDATED DAMAGES

Failure to adhere to the performance guarantees as listed in Attachment D – MDR Performance Guarantees, as agreed upon by the parties may result in an assessment of damages specific to the Functional Requirement ID.

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 exception is not taken to a provision, it is deemed accepted as stated. 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.)

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.

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

All personnel assigned by the 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, 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 solicitation response. The Vendor shall agree that it will not utilize any subcontractors not specifically included in its solicitation response 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 ensure 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.

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.

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:

1. 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%20State%20Attestation%20Form%20English%20and%20Spanish.pdf>
2. The completed United States Attestation Form should be submitted with the Solicitation response.
3. 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.
4. 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.

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.

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 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 required to do so by this contract.

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.

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 first five years (5) of the contract.** Any request for a price increase subsequent to the initial term of the contract **shall not exceed three percent (3%).** Increases shall not be cumulative and will only apply to that period of the contract. Any additional requests for price increases must be submitted in writing to DHHS a minimum of **180 days prior to the end of the current contract period.** Documentation shall be required by the State to support the price increase.

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.

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.

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.





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 insurance and provide written notice to the State that the Vendor has verified that each subcontractor has the required coverage; or,
3. Provide the State with copies of each subcontractor's Certificate of Insurance evidencing the required coverage.

The Vendor shall not allow any Subcontractor to commence work until the Subcontractor has equivalent insurance. The failure of the State to require a COI, or the failure of the 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 (four) (4) years 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 (four) (4) years 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 contactors' 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
UMBRELLA/EXCESS LIABILITY	
• Over Primary Insurance	• \$5,000,000 per occurrence
PROFESSIONAL LIABILITY	
• All Other Professional Liability (Errors & Omissions)	• \$3,000,000 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 shall ~~name~~ include the State of Nebraska as an Additional Insured and the policies shall be primary and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory as additionally insured."	

1. 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:

RFP Number: 124528 ON
Name: Bradley Murphy, Procurement
Contracts Officer Agency: Department of Health &
Human Services Address: 301 Centennial Mall South
Lincoln, NE 68509
E-Mail: bradley.murphy@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.

2. 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.

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.

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.

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 property; normal wear and tear is expected.

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.

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.

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.

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.

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.

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 and shall comply in all respects with the requirements of this Agreement. For any breach of this warranty, the Vendor shall, for a period of ninety (90) days from performance of the service, perform the services again, at no cost to the State, or if Vendor is unable to perform the services as warranted, Vendor shall reimburse the State all fees paid to Vendor for the unsatisfactory services. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

TIME IS OF THE ESSENCE

Time is of the essence with respect to Vendor's performance and deliverables pursuant to this Contract.

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 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 attempted or successful unauthorized access, use, disclosure, modification, or destruction of information, or interference with system operations in an information system.
5. OTHER TERMS. 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 CONTRACTOR 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. Contractor 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. Implement and maintain 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 and develop, implement, and maintain reasonable security measures.
 - c. To the extent Contractor 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 disclosure 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 Contractor 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 Contractor of any instances of which the person is aware that the confidentiality of the information has been breached.
 - f. Contractor 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. Make its internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Contractor on behalf of DHHS available to the Secretary or DHHS for purposes of determining compliance with the HIPAA Rules. Contractor shall

provide DHHS with copies of the information it has made available to the Secretary at the same time as it was made available to the Secretary.

- h. Report to DHHS within fifteen (15) days of when Contractor becomes aware, any unauthorized use or disclosure of Protected Health Information made in violation of the Contract or the HIPAA Rules, including any security incident that may put electronic Protected Health Information at risk. Contractor shall, as instructed by DHHS, 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 Corrective Action Plan that is subject to review and approval by DHHS. Contractor 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.
- i. Business Associate shall indemnify, defend, and hold harmless DHHS for any financial loss as a result of claims brought by third parties and which are caused by the failure of Contractor, its officers, directors, agents, or subcontractors to comply with the terms of the Contract, or for penalties imposed by the HHS Office of Civil Rights for any violations of the HIPAA Rules caused by Contractor, its officers, directors, agents, or subcontractors. Additionally, Contractor shall indemnify DHHS for any time and expenses it may incur from breach notifications that are necessary under the HIPAA Breach Notification Rule, which are caused by a failure of Contractor, its officers, directors, agents, or subcontractors to comply with the terms of the Contract [REDACTED]
[REDACTED]
[REDACTED]

7. TERMINATION.

- a. DHHS may immediately terminate the Contract, and any and all associated contracts, if DHHS determines that Contractor has violated a material term of the Contract.
- b. Within thirty (30) days of expiration or termination of the Contract, or as agreed, unless Contractor requests and DHHS authorizes a longer period of time, Contractor shall return, or at the written direction of DHHS, destroy all Protected Health Information received from DHHS (or created or received by Contractor on behalf of DHHS) that Contractor still maintains in any form, and shall retain no copies of such Protected Health Information. Contractor 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, Contractor 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 Contractor under this Termination section shall survive the termination of the Contract.

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 exception is not taken to a provision, it is deemed accepted as stated. 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.)

A. PROHIBITION AGAINST ADVANCE PAYMENT (Nonnegotiable)

Pursuant to Neb. Rev. Stat. § 81-2403, “[no 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.”

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.

INVOICES

Invoices for payments must be emailed by the Vendor to the agency requesting the services with a detailed report of the services, deliverables and/or staff hours performed during the month. Include full calculations for invoiced amounts to support payment. **Invoices must be emailed to: DHHS.MedicaidDrugRebate@nebraska.gov**

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 stopping 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.**

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 performed, and to inspect, monitor or otherwise evaluate the work being performed. All inspections and evaluations shall be at reasonable times and in a manner that will not unreasonably delay work.

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.

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).

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 or federal 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 reasonable written notice 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.

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 three (3%) percent of 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 weaknesses or condition found as a result of the audit.



4 EXHIBITS

Exhibit 1: Gainwell Holding Corp. Audited Financial Statements (FY2025; April 1, 2024 – March 31, 2025)

Gainwell Technologies (the “Contractor”) is providing the contractually required consolidated financial statements of Gainwell Holding Corp. for our recently closed quarter. Gainwell Holding Corp. ultimately owns Gainwell Technologies LLC. As a reminder, Gainwell Technologies is an independent private company, founded on October 1, 2020 through the sale of DXC Technology’s State & Local Health and Human Services business to an affiliate of Veritas Capital Fund Management, L.L.C. (“Veritas”). Gainwell Technologies is an end-to-end provider of technology enabled, mission critical solutions that are fundamental to the administration and operations of health programs throughout the U.S. for a wide range of stakeholders in the healthcare ecosystem. We build software and solutions and provide Business Process Services and Technology Services to our clients. This includes Medicaid Programs in 31 states as well as other health and human services (“HHS”).

Our Parent

Veritas is a leading private investment firm that invests in companies that provide critical products and services, primarily technology and technology-enabled solutions, to government and commercial customers worldwide, including those operating in the healthcare, aerospace and defense, software, national security communications, energy, government services and education industries.

As required in the contract, Gainwell Technologies has provided consolidated financial statements prepared in accordance with GAAP and applicable State and Federal regulations, prepared in a format consistent with the certified financial reports furnished by the Contractor, unless the Contractor receives advance written approval from the Contracting Officer to vary from that format, and such variance is adequately noted in the Contractor’s report.

Financial statements include:

- A balance sheet for the Contractor as of the closing date of the reporting period;
- An income statement or statement of operations for the reporting period;
- A statement of stockholders’ equity for the reporting period;
- A statement of cashflows for the reporting period.

As a privately held company, it is our policy not to share our financial statements. Because the information we have provided to you is contractually required, we are making an exception and sharing this information with you. We request strict confidentiality and ask that you do not share it with others in accordance with the confidentiality provisions of our contract with you.

Should you have any questions, please do not hesitate to contact our chief financial officer, Chris Knibb at chris.knibb@gainwelltechnologies.com regarding the financial statements. We look forward to your continued support and a strong partnership for the future.



Gainwell Holding Corp. and Subsidiaries

Consolidated Financial Statements

As of and for the year ended March 31, 2025

INDEX—FINANCIAL STATEMENTS
Gainwell Holding Corp. and Subsidiaries
Consolidated Financial Statements
As of and for the year ended March 31, 2025

Report of Independent Auditors -----	1-2
Consolidated Balance Sheets-----	3
Consolidated Statements of Operations and Comprehensive Loss-----	4
Consolidated Statements of Stockholders' Equity (Deficit)-----	5
Consolidated Statements of Cash Flows -----	6
Notes to Consolidated Financial Statements-----	7-31

Independent Auditor's Report

Board of Directors
Gainwell Holding Corp.

Opinion

We have audited the consolidated financial statements of Gainwell Holding Corp. and its subsidiaries (the Company), which comprise the consolidated balance sheets as of March 31, 2025 and 2024, the related consolidated statements of operations and comprehensive loss, stockholders' equity (deficit) and cash flows for the years then ended, and the related notes to the consolidated financial statements (collectively, the financial statements).

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Company as of March 31, 2025 and 2024, and the results of their operations and their cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern within one year after the date that the financial statements are issued or available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

RSM US LLP

McLean, Virginia
June 25, 2025

Gainwell Holding Corp. and Subsidiaries
Consolidated Balance Sheets
(in thousands)

	As of March 31, 2025	As of March 31, 2024
ASSETS		
Current assets:		
Cash and Cash equivalents	\$ 67,217	\$ 119,984
Receivables and contract assets, net	668,984	612,640
Prepaid expenses	75,543	74,728
Other current assets	34,955	63,072
Total current assets	846,699	870,424
Intangible assets, net of accumulated amortization	1,527,625	1,833,316
Operating right-of-use assets, net	59,189	36,182
Goodwill, net	2,374,412	2,791,593
Property and equipment, net of accumulated depreciation	43,293	57,373
Other assets	55,466	70,460
Total Assets	\$ 4,906,684	\$ 5,659,348
LIABILITIES and EQUITY (DEFICIT)		
Current liabilities:		
Short-term debt and current maturities of long-term debt	\$ 46,935	\$ 54,167
Accounts payable	181,290	129,891
Accrued payroll and related costs	83,106	62,298
Current lease liabilities	15,956	17,182
Accrued expenses and other current liabilities	214,829	203,322
Deferred revenue and advance contract payments	34,795	33,850
Total current liabilities	576,911	500,710
Long-term debt, net of current maturities, OID and financing costs	5,615,791	5,622,913
Non-current deferred revenue	27,267	41,986
Non-current lease liabilities	52,133	28,446
Non-current pension obligations	2,544	1,938
Other long-term liabilities	19,941	22,111
Deferred tax liability (net of asset)	62,678	68,679
Total Liabilities	6,357,265	6,286,783
Stockholder's Equity (Deficit)		
Common Stock: \$0.01 par value, 1000 shares authorized, 100 shares issued and outstanding	-	-
Additional paid-in capital	2,121,292	2,114,351
Accumulated deficit	(3,568,503)	(2,739,177)
Accumulated other comprehensive loss	(3,370)	(2,608)
Total Equity (Deficit)	(1,450,581)	(627,434)
Total Liabilities and Equity (Deficit)	\$ 4,906,684	\$ 5,659,348

The accompanying notes are an integral part of these consolidated financial statements.

Gainwell Holding Corp. and Subsidiaries
Consolidated Statements of Operations and Comprehensive Loss
(in thousands)

	As of March 31, 2025	As of March 31, 2024
Revenue, net	\$ 2,693,992	\$ 2,499,688
Cost of Services	1,867,355	1,758,176
Gross profit	826,637	741,512
Operating Expenses:		
Selling, general & administrative expenses	958,006	1,053,104
Loss from operations	(131,369)	(311,592)
Other (income) and expenses:		
Interest Expense, net	631,702	633,930
Other expense	865	2,178
Total other income and expense	632,567	636,108
Loss from operations, before taxes	(763,936)	(947,700)
Income tax expense (benefit)	65,390	48,915
Net Loss	\$ (829,326)	\$ (996,615)
Other comprehensive loss:		
Currency translation adjustments	(531)	(291)
Pension	(231)	(209)
Comprehensive loss	\$ (830,088)	\$ (997,115)

The accompanying notes are an integral part of these consolidated financial statements.

Gainwell Holding Corp. and Subsidiaries
Consolidated Statements of Stockholders' Equity for the year ended March 31, 2025 and 2024
(in thousands)

	Common Shares	Shares Dollars	Additional Paid in Capital	Receivable against Equity	Accumulated Deficit	Accumulated Other Comprehensive Income, net	Total
Balance as at March 31, 2023	100	-	2,104,156	-	(1,742,562)	(2,108)	359,486
Stock Compensation	-	-	10,195	-	-	-	10,195
Net Loss	-	-	-	-	(996,615)	-	(996,615)
Cumulative translation adjustments	-	-	-	-	-	(291)	(291)
Pension	-	-	-	-	-	(209)	(209)
Balance as at March 31, 2024	100	-	\$ 2,114,351	\$ -	\$ (2,739,177)	\$ (2,608)	\$ (627,434)
Stock Compensation	-	-	6,941	-	-	-	6,941
Net Loss	-	-	-	-	(829,326)	-	(829,326)
Cumulative translation adjustments	-	-	-	-	-	(531)	(531)
Pension	-	-	-	-	-	(231)	(231)
Balance as at March 31, 2025	100	-	\$ 2,121,292	\$ -	\$ (3,568,503)	\$ (3,370)	\$ (1,450,581)

The accompanying notes are an integral part of these consolidated financial statements.

Gainwell Holding Corp. and Subsidiaries
Consolidated Statements of Cash Flows
(in thousands)

	As of March 31, 2025	As of March 31, 2024
<i>Cash flows from operating activities:</i>		
Net Loss	\$ (829,326)	\$ (996,615)
<i>Adjustments to reconcile net loss to net cash provided by (used in) operating activities:</i>		
Depreciation and amortization	781,039	821,743
Non cash charges on ROU assets	17,744	9,600
Share-based compensation	6,941	10,195
Bad debt expense (recoveries)	(329)	335
Amortization of debt issuance costs	37,933	35,212
Loss on disposal of property, equipment and software	925	1,664
Deferred tax	(5,738)	19,952
<i>Changes in assets and liabilities, net of effects of acquisitions and dispositions:</i>		
(Increase) Decrease in receivables	(56,015)	1,160
Decrease in prepaid expenses and other assets	12,024	24,552
Increase (Decrease) in accounts payable and accruals	84,495	(17,418)
(Decrease) Increase in deferred revenue	(13,774)	7,913
Increase (Decrease) in Income Tax Liability, net	28,246	(20,018)
Increase (Decrease) in Lease liabilities	(19,502)	(12,384)
Increase in other liabilities	377	15,745
Net cash provided by (used in) operating activities	45,040	(98,365)
Purchase of property & equipment	(14,672)	(13,954)
Sale of assets	12,074	-
Software purchased or developed	(42,760)	(47,899)
Net cash used in investing activities	(45,358)	(61,853)
Borrowings on long-term debt	-	237,498
Borrowings on short-term debt	80,559	221,935
Principal payments on long-term debt	(44,816)	(42,316)
Payments on short-term debt	(87,791)	(222,647)
Payment of capital leases	(1)	(234)
Net cash (used in) provided by financing activities	(52,049)	194,236
Effect of exchange rate changes on cash and cash equivalents	(400)	(272)
Net (decrease) increase in cash and cash equivalents	(52,767)	33,746
Cash and cash equivalents at beginning of year	119,984	\$ 86,238
Cash and cash equivalents at end of the year	\$ 67,217	\$ 119,984

The accompanying notes are an integral part of these consolidated financial statements.

Gainwell Holding Corp. and Subsidiaries
Notes to Consolidated Financial Statements
As of and for the year ended March 31, 2025
(dollars in thousands, unless otherwise noted)

Note 1: Organization and Nature of Operations

Gainwell Holding Corp. is an independent private company, founded on October 1, 2020 through the sale of DXC Technology's State & Local Health and Human Services business to an affiliate of Veritas Capital Fund Management, L.L.C. ("Veritas"). Veritas is a leading private investment firm that invests in companies that provide critical products and services, primarily technology and technology-enabled solutions, to government and commercial customers worldwide, including those operating in the healthcare, aerospace and defense, software, national security communications, energy, government services and education industries.

Gainwell Holding Corp is ultimately held by Gainwell Topco Holdings LP through an intermediate holding company namely, Gainwell Intermediate Holding Corp.

Gainwell Acquisition Corp, is a wholly owned subsidiary of Gainwell Holding Corp.

On April 1, 2021, Gainwell Acquisition Corp., and Gainwell Intermediate Holding Corp. (collectively "Gainwell") acquired HMS Holdings Corp. ("HMS"), an industry-leading healthcare technology, analytics and engagement solutions provider. Gainwell acquired HMS capabilities focused on the Medicaid market, including coordination of benefits (COB) and payment integrity (PI) solutions delivered to states and COB solutions delivered to Medicaid managed care organizations. Cotiviti Inc., a Veritas backed company, acquired from Gainwell, the HMS PI and Population Health Management (PHM) capabilities focused on health plan and federal markets. Business units retained by Gainwell are HMS Inc, HMS Holdings LLC, Reimbursement Services Group Inc, Essette Inc, and Permedion Inc.

After acquisition, Gainwell Technologies LLC and HMS Holdings LLC are wholly owned subsidiaries of Gainwell Acquisition Corp. The wholly owned subsidiaries of Gainwell Technologies LLC include Milano Receivables Funding LLC, MMIS Technology Services LLC which in turn owns Gainwell Technologies Canada ULC located in Canada, Enterprise Services Caribe, LLC located in Puerto Rico, MMIS Technology Services India Private Limited located in India and PDA Software Services LLC. The wholly owned subsidiaries of HMS Holdings LLC include HMS Inc, Essette Inc, Reimbursement Services Group Inc and Permedion Inc.

The accompanying consolidated financial statements and notes present the consolidated financial position, results of operations and cash flows of Gainwell Holding Corp and its wholly owned subsidiaries (the "Company").

The Company serves Government Health & Human Services ("HHS") clients charged with the mission of enhancing and protecting the health and well-being of residents in 52 states/territories and the District of Columbia.

The Company builds software and solutions and provides technology services and business process services to its clients. This includes Medicaid Programs in 32 states as well as other HHS services. The solutions include, but are not limited to, the Medicaid Enterprise Systems ("MES") which is the claims processing system of record and analytics support system for Medicaid. Within Medicaid, services provided include fiscal agent services, claims processing, provider enrollment, pre-authorization, pharmacy drug rebates, recipient eligibility management, call center, print and mail services. Other HHS services which the Company provides include solutions to support Eligibility and Enrollment, Immunization Registries, Women, Infant & Children ("WIC") and Early Intervention ("EIC"). The Company also provides coordination of benefits ("COB") and payment integrity ("PI") services primarily to state governments, Medicaid managed care plans and commercial health plans.

The Company is headquartered in Irving, Texas.

Gainwell Holding Corp. and Subsidiaries
Notes to Consolidated Financial Statements
As of and for the year ended March 31, 2025
(dollars in thousands, unless otherwise noted)

Note 2: Summary of Significant Accounting Policies

Principles of Consolidation

The accompanying consolidated financial statements are prepared in accordance with accounting principles generally accepted in the United States of America ("U.S. GAAP"). All intercompany transactions are eliminated in consolidation.

These financial statements are prepared for the year ended March 31, 2025. The accompanying consolidated financial statements and notes present the financial position as of March 31, 2025 and 2024, and the results of operations for the years ended March 31, 2025 and 2024.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. Significant items subject to estimates and assumptions include: the determination of the fair value of acquired assets and liabilities, contract assets, deferred revenue, the allowance for credit losses, valuation, and recoverability of long-lived assets (including intangible assets), depreciation and amortization periods of long-lived assets and deferred income taxes. Actual results may differ from those estimates. Therefore, accounting estimates and assumptions may change over time and may change materially in future periods.

Cash and Cash Equivalents

Money market funds and highly liquid debt instruments purchased with original maturity dates of three months or less, when purchased, are considered cash and cash equivalents.

Receivables and Contract Assets

Receivables and contract assets consist of amounts billed and currently due from customers, amounts earned but unbilled (including contracts measured under the percentage-of-completion method of accounting), amounts retained by the customer until the completion of a specified contract and a percentage of claim amounts identified for collection by customers from third parties. Over the course of a contract, invoices are billed, and cash is collected as development milestones are reached or as services are delivered. Unbilled recoverable amounts under contracts in progress generally become billable upon achievement of project milestones or upon acceptance by a customer.

Allowances for uncollectible billed receivables and contract assets are estimated based on a combination of write-off history, aging analysis and any specific and known collectability issues. Unbilled amounts under contracts in progress that are recoverable do not have an allowance for credit losses.

Gainwell Holding Corp. and Subsidiaries
Notes to Consolidated Financial Statements
As of and for the year ended March 31, 2025
(dollars in thousands, unless otherwise noted)

Property and Equipment

Property and equipment are stated at cost less accumulated depreciation. The Company depreciates the cost of property and equipment over the estimated useful lives of the related assets using the straight-line depreciation method. Leasehold improvements are amortized over the shorter of the lease term or their estimated useful lives. The estimated useful lives of the Company's property and equipment are as follows:

Classification	Estimated useful life
Property and Equipment	Up to 15 years
Computers and related equipment	Up to 7 years
Furniture and other equipment	Up to 10 years
Leasehold improvements	Shorter of lease term or useful life up to 20 years

Intangible Assets and Long-Lived Assets

The Company reviews intangible assets with finite lives and long-lived assets for impairment whenever events or changes in circumstances indicate the carrying amount of an asset or a group of assets may not be recoverable. The Company assesses the recoverability of assets based on a comparison of the carrying amount of such assets to the estimated future net cash flows expected to result from the use and eventual disposition of such assets. If estimated future net cash flows are less than the carrying amount of such assets, the assets are impaired. The Company measures the amount of impairment loss, if any, as the difference between the carrying amount of such assets and its fair value. Fair value is determined based on an undiscounted cash flow approach or, when available and appropriate, comparable market values.

The Company's estimated useful lives for finite-lived intangible assets are shown in the table below:

Classification	Estimated useful life
Software	2 to 7 years
Customer related intangibles	15 to 19 years

Software intangibles are amortized using the straight-line method over their estimated useful lives.

Customer related intangibles are amortized using the present value of discounted cash flows estimated to be generated by the customer contracts over the estimated useful lives.

Software Development Costs

The Company capitalizes costs incurred to develop internal-use computer software during the application development stage. Costs related to preliminary project activities and post-implementation activities are expensed as incurred. Internal and external costs incurred in connection with development of upgrades or enhancements that result in additional functionality are capitalized as Software within Intangible assets, net of accumulated amortization on the consolidated balance sheet and amortized on a straight-line basis over the estimated useful life of the software. Internal-use software assets are evaluated for impairment whenever events or changes in circumstances occur that could impact the recoverability of these assets.

Gainwell Holding Corp. and Subsidiaries
Notes to Consolidated Financial Statements
As of and for the year ended March 31, 2025
(dollars in thousands, unless otherwise noted)

Hosting Arrangements

The Company entered into certain cloud-based software hosting arrangements that are accounted for as service contracts. For internal use software obtained through a hosting arrangement that is in the nature of a service contract, the Company incurs certain implementation costs such as integrating, configuring and software customization which are consistent with costs incurred during the application development stage for on premises software. The Company applies the same guidance to determine costs that are eligible for capitalization. For these arrangements, the Company amortizes the capitalized developmental costs straight-line over the fixed, noncancellable term of the associated hosting arrangement plus any reasonably certain renewal periods.

Leases

The Company applies ASU 2016-02, "Leases, Topic ASC 842" and determines if an arrangement is a lease at inception by evaluating whether the arrangement conveys the right to use an identified asset and whether the Company obtains substantially all economic benefits from and has the ability to direct the use of the asset. Operating leases are included in operating right-of-use ("ROU") assets, net, current operating lease liabilities and non-current operating lease liabilities in the Company's balance sheets.

ROU assets represent the Company's right to use an underlying asset for the lease term and lease liabilities represent its obligation to make lease payments arising from the lease. Operating ROU assets and operating lease liabilities are recognized at commencement based on the present value of lease payments over the lease term. As most of the Company's leases do not provide an implicit rate, the Company uses its incremental borrowing rate based on the information available at commencement to determine the present value of lease payments. The incremental borrowing rate is the rate of interest that the Company would have to pay to borrow, on a collateralized basis, an amount equal to the lease payments, in a similar economic environment and over a similar term. The rate is dependent on several factors, including the lease term, currency of the lease payments and the Company's credit ratings.

Operating ROU assets also include any lease payments made and excludes lease incentives. The Company's lease terms may include options to extend or terminate the lease. Operating ROU assets and lease liabilities include these options when it is reasonably certain that they will be exercised. Lease arrangements generally do not contain any residual value guarantees or material restrictive covenants.

Lease expense for lease payments is recognized on a straight-line basis over the lease term. Variable lease expense is related to the Company's leased real estate for offices and primarily includes operational costs. The Company subleases certain leased office space to third parties when it determines there is excess leased capacity. The Company combines lease and non-lease components under its lease agreements.

Goodwill

The Company recognizes goodwill in a business combination as excess of purchase price over the total value of assets and liabilities acquired. The Company elected to adopt ASU 2014-02, Intangibles- Goodwill and Other (Topic 350): Accounting for Goodwill and accordingly amortizes goodwill on a straight-line basis over 10 years. Goodwill will be tested for impairment only when a triggering event occurs indicating the fair value of the entity may be below its carrying amount. Upon the occurrence of a triggering event, a one-step impairment test will be performed by comparing the fair value of the entity or reporting unit with its carrying value. The excess of carrying value over fair value is the impairment loss. After a goodwill impairment loss is recognized, the adjusted carrying amount shall be amortized over its remaining useful life. There was no triggering events identified in 2025 or 2024.

Gainwell Holding Corp. and Subsidiaries
Notes to Consolidated Financial Statements
As of and for the year ended March 31, 2025
(dollars in thousands, unless otherwise noted)

Deferred Financing Costs

Deferred financing costs are expenditures associated with obtaining financing that are capitalized in the consolidated balance sheets and amortized over the term of the loans to which such costs relate. Capitalized deferred financing costs related to the Company's credit facilities are presented as a reduction to the debt outstanding on the balance sheets. Amortization of deferred financing costs is included in interest expense in the Consolidated Statements of Operations and Comprehensive Loss and is recorded using the effective interest method.

Comprehensive Loss

Comprehensive loss represents a measure of all changes in equity that result from recognized transactions and other economic events other than transactions with owners in their capacity as owners. Other comprehensive losses include foreign currency translation and pension.

Concentrations of Risk

Financial instruments that potentially subject the Company to significant concentrations of credit risk consist principally of receivables from trade customers and cash. The Company performs ongoing credit evaluations of the financial condition of its customers. As of March 31, 2025 and 2024, there are no receivables from individual customers greater than 10% of the net accounts receivable. At times, cash deposits may exceed the limits insured by the Federal Deposit Insurance Corporation. The Company does not believe that its cash balances are subject to an unusual credit risk beyond the normal credit risk associated with commercial banking relationships.

Revenue Recognition

The Company applies ASU 2014-09, "Revenue from Contracts with Customers (ASC 606)," to its contracts.

The Company generates revenue only in the United States primarily through the support of states' MES and other HHS initiatives by providing primarily Maintenance and Operations ("M&O") and Design, Development and Implementation ("DDI") services. M&O services include maintenance and operations such as application development, management, and new projects. DDI services pertain to building and/or upgrading IT infrastructure, including hardware and software related to MES. To support HHS initiatives, the Company provides business process services and fiscal agent operations (i.e. claims resolution, provider services, enrollment, call center, medical management, etc.). Revenues are recognized when control of the promised goods or services is transferred to the Company's customers, in an amount that reflects the consideration the Company expects to be entitled to in exchange for those goods or services.

In the MES business, the Company determines revenue recognition through the five-step model as follows:

- Identification of the contract, or contracts, with a customer
- Identification of the performance obligations in the contract
- Determination of the transaction price
- Allocation of the transaction price to the performance obligations in the contract
- Recognition of revenue when, or as, the Company satisfies a performance obligation

The Company analyzes arrangements involving M&O and DDI services as at least two separate distinct performance obligations. In each arrangement, a customer is able to benefit from the M&O and DDI services individually or together; additionally, each service is distinct within the context of a contract. Therefore, the M&O and DDI phases are generally seen as distinct performance obligations. A possible exception is in contracts where the Company hosts solutions during the M&O phase. In such scenarios, the analysis of performance obligations would depend on the facts and circumstances of an arrangement.

Gainwell Holding Corp. and Subsidiaries
Notes to Consolidated Financial Statements
As of and for the year ended March 31, 2025
(dollars in thousands, unless otherwise noted)

For contracts with multiple performance obligations, the Company allocates a contract's transaction price to each performance obligation based on the relative standalone selling price of the goods and services provided to the customer. The primary method used to estimate standalone selling price is the expected cost-plus margin approach, under which expected costs are forecast to satisfy a performance obligation and then an appropriate margin is added for that distinct service. Some contracts also have components of variable consideration such as time and material fees which are typically based on hours incurred, and universal transaction and claim surcharge fees which are based on an agreed upon contractual floor and/or ceiling.

For M&O services, a customer simultaneously receives the benefits provided by the Company's performance as the Company meets its performance obligations. M&O service fees are typically negotiated on a fixed fee per period or milestone basis and revenue is recognized as services are performed in that period or as milestones are met.

During the DDI phase, revenue is recognized over time as a performance obligation is satisfied. The DDI phase satisfies the requirements for overtime recognition given that a developed asset includes customization and is unique to the specific requirements of a client. Consequently, the asset is not easily transferable to another state and has no alternative use. Additionally, arrangements typically include a clause that provides the Company with an enforceable right to payment for performance completed to date. Management recognizes revenue during the DDI phase using the "cost-to-cost" method, i.e., an input method based on cost incurred as a project progresses towards completion, also known as percentage of completion. Costs include internal labor hours, contractor costs, and allocation of internal overhead costs.

The Company provides coordination of benefits ("COB") and payment integrity ("PI") services primarily to state governments, Medicaid managed care plans and commercial health plans. COB services include (a) the identification of erroneously paid claims; (b) the delivery of verified commercial insurance coverage information; (c) the identification of paid claims where another third party is liable; and (d) the identification and enrollment of Medicaid members who have access to employer insurance. PI services include (a) services designed to ensure that healthcare payments are accurate and appropriate; and (b) the identification of over/(under) payments or inaccurate charges based on a review of medical records. Most of the COB and PI services contain multiple promises, all of which are not distinct within the context of the contract. Therefore, the promises represent a single, distinct performance obligation for the types of services offered. Revenue derived from these performance obligations is largely based on variable consideration where, based on the number of claims or amount of findings the Company identified, a contingent or fixed transaction price/recovery percentage is allocated to each distinct performance obligation. The Company utilizes the expected value method to estimate the variable consideration related to the transaction price for its service contracts. Key inputs and assumptions in determining variable considerations include identified pricing and expected recoveries and/or savings. The expected recoveries and/or savings are based on historical experience of information received from our customers. Revenue is primarily recognized at a point in time when the customers realize economic benefits from the services when the services are completed.

Practical Expedients and Exemptions

The Company does not adjust the promised amount of consideration for the effects of a significant financing component when the time between delivering the promised good or service to the customer and receiving payment is one year or less.

In addition, the Company reports revenue net of any revenue-based taxes assessed by a governmental authority that are imposed on and are concurrent with specific revenue-producing transactions, such as sales taxes and value-added taxes.

Gainwell Holding Corp. and Subsidiaries
Notes to Consolidated Financial Statements
As of and for the year ended March 31, 2025
(dollars in thousands, unless otherwise noted)

Contract Balances

The timing of revenue recognition, billings and cash collections results in accounts receivable (billed receivables, unbilled receivables and contract assets), deferred revenue and advance contract payments (contract liabilities) on the Company's balance sheet. In arrangements that contain an element of customized software solutions, amounts are generally billed as work progresses in accordance with agreed-upon contractual terms, either at periodic intervals (e.g. monthly) or upon achievement of certain contractual milestones. Generally, billing occurs subsequent to revenue recognition, sometimes resulting in contract assets if the related billing is conditional upon more than just the passage of time. However, the Company sometimes receives advances or deposits from customers, before revenue is recognized, which results in the generation of contract liabilities. Payment terms vary by type of product or service being provided as well as by customer, although the term between invoicing and when payment is due is generally an insignificant period of time.

Deferred Revenue

The Company records amounts invoiced to customers in excess of revenue recognized as deferred revenue until the revenue recognition criteria is satisfied. Deferred revenue represents amounts invoiced in advance of services provided. In some cases, for portions of the DDI work, invoices are billed, and cash is collected as development milestones are reached. However, payments are not recognized as revenue but recorded as deferred revenue liabilities on the balance sheet. For deferred revenue recorded on transition and transformation related activities, the Company begins to recognize revenue and expenses upon go-live of the system at the start of the M&O phase by amortizing the deferred revenue liability ratably over the remaining life of the contract.

Costs to Obtain a Contract

Certain sales commissions earned by the Company's sales force are considered incremental and recoverable costs of obtaining a contract with a customer. The majority of sales commissions are paid based on the achievement of quota-based targets. These costs are deferred and amortized on a straight-line basis over an average period of benefit determined to be three to five years. The Company determined the period of benefit considering the length of its customer contracts, its technology and other factors. The period of benefit approximates the average stated contract terms, excluding expected future renewals, because sales commissions are paid upon contract renewal in a manner commensurate with the initial commissions. Some commission payments are not capitalized because they are expensed during the fiscal year as the related revenue is recognized. Capitalized sales commissions costs are recorded in other assets and amortized in selling, general and administrative in the consolidated statements of operations and comprehensive loss.

Costs to Fulfill a Contract

Certain contract setup costs incurred upon initiation or renewal of an outsourcing contract that generate or enhance resources to be used in satisfying future performance obligations are capitalized when they are deemed recoverable. Judgement is applied to assess whether contract setup costs are capitalizable. Costs that generate or enhance resources often pertain to activities that enhance the capabilities of the services, improve customer experience and establish a more effective and efficient IT environment. The Company recognizes these transition and transformation contract costs as other assets, which are amortized over the respective contract life.

Gainwell Holding Corp. and Subsidiaries
Notes to Consolidated Financial Statements
As of and for the year ended March 31, 2025
(dollars in thousands, unless otherwise noted)

Income Taxes

Deferred income tax assets and liabilities represent the income tax effects of temporary differences between the tax basis of assets and liabilities and their amounts for financial reporting purposes. Deferred income taxes arise from the recognition of these temporary differences. Deferred tax assets and liabilities are measured using enacted tax rates at the reporting date, expected to apply in the year in which those temporary differences are expected to be recovered or settled. Deferred tax assets are reduced by a valuation allowance for any portions determined not likely to be realized. The effect on deferred tax assets and liabilities of a change in tax rates is recognized in income in the period that includes the enactment date.

The Company recognizes tax liabilities when, despite the Company's belief that its tax return positions are supportable, the Company believes that certain positions may not be fully sustained upon review by tax authorities. Benefits from tax positions are measured at the largest amount of benefit that is greater than 50 percent likely of being realized upon settlement. To the extent that the final tax outcome of these matters is different than the amounts recorded, such differences impact income tax expense in the period in which such determination is made.

Foreign Currency

The local currency of the Company's foreign affiliates is generally their functional currency. Accordingly, the assets and liabilities of the foreign affiliates are translated from their respective functional currency to US dollars using fiscal year-end exchange rates, income and expense accounts are translated at the average rates in effect during the fiscal year and equity accounts are translated at historical rates. The resulting translation adjustment is recorded in the consolidated statements of operations and comprehensive loss and recorded as part of accumulated other comprehensive loss.

Note 3: Recently Issued Accounting Pronouncements

Accounting Standard Updates Adopted:

There were no recent accounting pronouncements or changes in accounting pronouncements during the year ended March 31, 2025 that are of significance or potential significance to the Company.

Accounting Standard Updates yet to be adopted:

In December 2023, the FASB issued ASU 2023-09, Income Taxes (Topic 740): Improvements to Income Tax Disclosures. The ASU expands income tax disclosures in the effective tax rate reconciliation table and income taxes paid. The ASU is effective for the Company's Financial Statements for the fiscal year ended March 31, 2027. The Company is currently evaluating the impact of adopting this ASU on its disclosures.

All other newly issued accounting pronouncements not yet effective have been deemed either immaterial or not applicable.

Gainwell Holding Corp. and Subsidiaries
Notes to Consolidated Financial Statements
As of and for the year ended March 31, 2025
(dollars in thousands, unless otherwise noted)

Note 4: Revenue

The following table presents the Company's MES, COB and PI revenues disaggregated by service:

	As of March 31, 2025	As of March 31, 2024
MES	\$ 1,978,722	\$ 1,760,085
COB	627,423	635,677
PI/PHM	87,847	103,926
Total revenues	<u>\$ 2,693,992</u>	<u>\$ 2,499,688</u>

Remaining Performance Obligations

The remaining performance obligations represent the aggregate amount of the transaction price in contracts allocated to performance obligations not delivered, or partially undelivered, as of the end of the reporting period. The remaining performance obligation estimates are subject to change and are affected by several factors, including terminations, changes in the scope of contracts, periodic revaluations, adjustments for revenue that has not materialized and adjustments for currency translations. As of March 31, 2025, approximately \$313,000 of revenue is expected to be recognized from remaining performance obligations. The Company expects to recognize revenue entirely from these remaining performance obligations in fiscal 2026. As of March 31, 2024, approximately \$287,000 revenue on remaining performance obligations was not recognized, which was entirely recognized in the year ended March 31, 2025.

Contract Balances

The following table provides information about the balances of the Company's trade receivables and contract assets and contract liabilities:

	As of March 31, 2025	As of March 31, 2024
Trade receivables, net	\$ 357,115	\$ 370,938
Contract assets, net	311,869	241,702
Contract liabilities	62,062	75,836

Trade receivables and Contract assets are included in Receivables and contract assets, net of credit losses on the Consolidated Balance Sheets. As of April 1, 2023, the balances of contract assets and contract liabilities were \$293,253 and \$67,712 respectively.

Contract liabilities include deferred revenue, the current portion of which is included in Deferred revenue and advance contract payments and the non-current portion is included in non-current deferred revenue on the Consolidated Balance Sheets.

Gainwell Holding Corp. and Subsidiaries
Notes to Consolidated Financial Statements
As of and for the year ended March 31, 2025
(dollars in thousands, unless otherwise noted)

Changes in contract liabilities were as follows:

	As of March 31, 2025	As of March 31, 2024
Balance, beginning of year	\$ 75,836	\$ 67,712
Deferred revenue	109,439	54,405
Recognition of revenue	(123,213)	(46,281)
Balance, end of year	<u>\$ 62,062</u>	<u>\$ 75,836</u>

Note 5: CECL additional disclosures

The Company monitors collections and maintains a provision for expected credit losses based on a combination of historical trends, current conditions, and relevant forecasted information, in addition to provisions established for any specific collection issues that have been identified.

The Company evaluates expected credit losses separately for MES and COBPI businesses as they have different risk characteristics. COBPI historically does not have a provision for credit losses due to the nature of its business.

Summarized below is the activity in our allowances for credit losses as follows:

	As of March 31, 2025	As of March 31, 2024
Balance at the beginning of the year	\$ 1,099	\$ 1,145
Provision during the year (net)	(605)	(46)
Balance at the end of the year	<u>\$ 494</u>	<u>\$ 1,099</u>

Note 6: Employee Benefits

The Company has voluntary employee savings plans in which eligible employees can contribute a portion of their income on a pretax basis. The total cost of all the plans to the Company was \$23,495 and \$21,432 for the years ended March 31, 2025 and 2024 respectively.

Note 7: Stock-Based Compensation

Incentive Plan

Class B Membership Interests in Gainwell Topco Holdings, L.P., the ultimate parent entity of Gainwell Holding Corp., are issued to certain employees of the Company under the Amended and Restated Limited Partnership Agreement dated October 1, 2020. Awards of Membership Interests are subject to both time-based vesting and performance-based vesting. Time-based awards vest over a term of five years in five equal installments on the anniversaries of the grant effective date. Equity based compensation expense related to the time-based vesting is recognized ratably over the service period. Vesting of the performance-based awards is dependent on i) the Company's achievement of a certain multiple of invested capital returns upon a recapitalization or extraordinary dividend, or ii) upon a change-in-control. The term of the performance-based vesting is indefinite, and compensation related to these awards will not be recognized until the Company has a qualifying event. The Company accounts for its equity-based compensation in accordance with applicable accounting guidance for share-based payments. This guidance requires share-based payments to be recognized in the Consolidated Statements of Operations and Comprehensive Loss based on their grant date fair values. Compensation costs for awards with graded vesting are recognized on a straight-line basis over the

Gainwell Holding Corp. and Subsidiaries
Notes to Consolidated Financial Statements
As of and for the year ended March 31, 2025
(dollars in thousands, unless otherwise noted)

anticipated vesting period. The Company has elected not to estimate forfeitures for the time-based awards and will account for forfeitures in the period they occur.

There were no grants of Class B Membership interests during the years ended March 31, 2025 and March 31, 2024.

Change in awards outstanding under the Class B Incentive Plan were as follows:

Class B Stock

	Awards % Unvested	Awards % Vested	Total
Outstanding and unvested as of March 31, 2023	3.82	0.89	4.72
Granted	-	-	-
Forfeited	(2.22)	-	(2.22)
Cancelled	-	-	-
Vested	(0.38)	0.38	-
Outstanding and unvested as of March 31, 2024	1.22	1.27	2.50
Granted	-	-	-
Forfeited	(0.33)	-	(0.33)
Cancelled	-	-	-
Vested	(0.12)	0.12	-
Outstanding and unvested as of March 31, 2025	0.77	1.40	2.17

During the years ended March 31, 2025 and March 31, 2024, the Company recognized \$6,941 and \$10,195 of equity compensation expense related to Class B Membership interests, respectively.

As of March 31, 2025, unrecognized equity compensation related to the time-based awards was \$3,317 and performance-based awards was \$3,611 totaling to \$6,928. The expense related to the time-based awards is expected to be recognized over a weighted-average period of 0.5 years.

Phantom Equity Plan

The Company adopted the Phantom Equity Plan effective April 1, 2021. Each allocation of phantom equity awarded to eligible qualified employees and non-employee members of its Board under the Phantom Equity Plan represents a contractual right to receive an amount in cash. No shares of common stock will be issued pursuant to the Phantom Equity Plan, as the awards are settled in cash after the required vesting period has been satisfied.

The Phantom Equity Plan is subject to both time-based vesting and performance-based vesting. Time-based awards vest based on the occurrence of the Change of Control event as well as the continuous service over the five years. The time-based compensation related to these awards will not be recognized until the Company has a qualifying event. Upon the occurrence of the Change of Control event, vesting of the performance-based awards is dependent on i) the aggregate amount of net proceeds received by Veritas, divided by (ii) the aggregate amount of the invested capital contributed by Veritas to the issuer. The performance-based compensation related to these awards will not be recognized until the Company has a qualifying event.

Gainwell Holding Corp. and Subsidiaries
Notes to Consolidated Financial Statements
As of and for the year ended March 31, 2025
(dollars in thousands, unless otherwise noted)

Awards of phantom equity are accounted for in accordance with ASC 718, *Compensation – Stock Compensation*. The Company has elected to not estimate forfeitures for the phantom units and will account for forfeitures in the period they occur. There were no cash payments for units of phantom stock for the years ended March 31, 2025 and 2024. Also, there was no compensation cost recognized as the performance conditions were not met during these years. As of March 31, 2025, unrecognized compensation related to the time-based phantom awards was \$65,097 and performance-based awards was \$53,266 totaling to \$118,363.

The following is a summary of the assumptions used in the valuation in determining the fair values of allocations granted during the year ended March 31, 2025 and March 31, 2024:

Assumptions:	As of March 31, 2025	As of March 31, 2024
Expected volatility	50%	50%
Risk-free interest rate	3.84%	3.92%
Discount for lack of marketability	25%	25%
Time to liquidity event	2.58	3.83

Changes in awards outstanding under the Phantom Equity Plan were as follows:

Phantom Equity Plan

	Awards %	Awards % Vested	Total
Outstanding and unvested as of March 31, 2023	1.60	-	1.60
Granted	3.30	-	3.30
Forfeited	-	-	-
Cancelled	-	-	-
Vested	-	-	-
Outstanding and unvested as of March 31, 2024	4.90	-	4.90
Granted	0.23	-	0.23
Forfeited	(0.18)	-	(0.18)
Cancelled	-	-	-
Vested	-	-	-
Outstanding and unvested as of March 31, 2025	4.95	-	4.95

Gainwell Holding Corp. and Subsidiaries
Notes to Consolidated Financial Statements
As of and for the year ended March 31, 2025
(dollars in thousands, unless otherwise noted)

Note 8: Income Taxes

Provision (Benefit) for Taxes

The sources of income (loss) from operations, before income taxes, classified between domestic entities and foreign entities, are as follows:

	As of March 31, 2025	As of March 31, 2024
Domestic entities	\$ (770,213)	\$ (951,299)
Foreign entities	6,277	3,599
Total	\$ (763,936)	\$ (947,700)

The Company's income tax provision (benefit) consisted of the following components:

	As of March 31, 2025	As of March 31, 2024
U.S. federal taxes:		
Current	\$ 54,548	\$ 24,560
Deferred	(4,618)	16,505
State taxes:		
Current	10,996	5,039
Deferred	(460)	3,447
Non U.S. taxes:		
Current	5,584	(636)
Deferred	(660)	-
Total	\$ 65,390	\$ 48,915

The major elements contributing to the difference between the U.S. federal statutory tax rate and the effective tax rate ("ETR") are below:

(in thousands)	As of March 31, 2025		As of March 31, 2024	
	ETR	Tax Expense	ETR	Tax Expense
U.S. federal statutory income tax rate	21.00%	\$ (160,426)	21.00%	\$ (199,017)
Permanent Differences	-11.76%	89,851	-9.44%	89,447
State income taxes net of federal tax benefit	-1.22%	9,317	-0.32%	3,064
Other State Taxes	0.00%	-	3.81%	(36,071)
Uncertain tax positions	-0.29%	2,187	0.14%	(1,326)
Return to provision - Permanent Differences	-0.16%	1,211	0.25%	(2,343)
R&D Credit Generated	0.94%	(7,187)	1.51%	(14,323)
Valuation allowance	-16.89%	129,043	-23.33%	221,096
Other items, net	-0.18%	1,394	1.23%	(11,612)
Total	-8.56%	65,390	-5.15%	48,915

Gainwell Holding Corp. and Subsidiaries
Notes to Consolidated Financial Statements
As of and for the year ended March 31, 2025
(dollars in thousands, unless otherwise noted)

Unrecognized Tax Benefits

The Company accounts for income tax uncertainties in accordance with ASC 740 “Income Taxes”, which prescribes a recognition threshold and measurement criteria for the financial statement recognition and measurement of a tax position taken or expected to be taken in a tax return. Benefits from tax positions should be recognized in the financial statements only when it is more likely than not that the tax position will be sustained upon examination by the appropriate taxing authority that would have full knowledge of all relevant information. A tax position that meets the more likely than not recognition threshold is measured at the largest amount of benefit that is greater than fifty percent likely of being realized upon ultimate settlement. Tax positions that previously failed to meet the more likely than not recognition threshold should be recognized in the first subsequent financial reporting period in which that threshold is met. Previously recognized tax positions that no longer meet the more likely than not recognition threshold should be derecognized in the first subsequent financial reporting period in which that threshold is no longer met. ASC 740 also provides guidance on the accounting for and disclosure of liabilities for uncertain tax positions, interest and penalties. As of March 31, 2025, the Company has \$6,688 of unrecognized tax positions, of which \$6,404 is related to the uncertain tax positions and \$284 is in interest and penalties. As of March 31, 2024, the Company had \$3,224 of unrecognized tax positions, of which \$2,695 is related to uncertain tax positions and \$529 is in interest and penalties. The tax years ended March 31, 2025, 2024, 2023 and 2022 remain open to examination.

Deferred Income Taxes

Deferred income taxes result from temporary differences between the amount of assets and liabilities recognized for financial reporting and tax purposes. For purposes of the combined balance sheets, deferred tax balances and tax carryforwards and credits have been recorded under the separate return method.

Gainwell Holding Corp. and Subsidiaries
Notes to Consolidated Financial Statements
As of and for the year ended March 31, 2025
(dollars in thousands, unless otherwise noted)

The significant components of deferred tax assets and deferred tax liabilities were as follows:

	As of March 31, 2025	As of March 31, 2024
Deferred tax assets:		
Net Operating Loss	\$ 35,099	\$ 19,970
Operating lease liabilities	17,612	11,416
Allowance for Doubtful Accounts	6,375	6,167
Estimated Liability for Appeals	189	72
Tax Credit Carryforwards	2,005	1,864
Section. 163(j) Interest Limitation	376,270	253,967
Transaction Costs	10,531	11,841
Goodwill and Intangible assets	164,789	140,301
Capitalized Software Cost	1,765	36,585
Reserves	62,982	1,020
Accrued Expenses and Others	48,950	28,337
Gross Deferred Tax Assets	726,567	511,540
Valuation Allowance	(492,783)	(320,856)
Net Deferred tax Assets	\$ 233,784	\$ 190,684
Deferred Tax Liabilities:		
Property and Equipment	\$ (9,237)	\$ (13,680)
Goodwill and Intangible assets	(271,924)	(236,687)
Right of Use Asset	(15,301)	(8,996)
Capitalized Software Cost	-	-
Total Deferred Tax Liabilities	\$ (296,462)	\$ (259,363)

Income tax related assets and liabilities are included in the accompanying consolidated balance sheets as follows:

	As of March 31, 2025	As of March 31, 2024
Deferred tax assets	\$ 233,784	\$ 190,684
Deferred tax liabilities	(296,462)	(259,363)
Deferred tax liability, net	\$ (62,678)	\$ (68,679)

Significant management judgment is required in determining the Company's provision for income taxes, deferred tax assets and liabilities and any valuation allowance recorded against deferred tax assets. As of each reporting date, management weighs new evidence, both positive and negative, that could affect its view of the future realization of its net deferred tax assets. Objective verifiable evidence, which is historical in nature, carries more weight than subjective evidence, which is forward looking in nature. The Company has recorded post-apportionment gross state losses of \$751,732. The state NOLs have varying expiration dates with the majority expiring in 2041 or later.

Gainwell Holding Corp. and Subsidiaries
Notes to Consolidated Financial Statements
As of and for the year ended March 31, 2025
(dollars in thousands, unless otherwise noted)

Due to the net DTA position as a result of the Section 163(j) limitation, there is a valuation allowance of \$492,783. In assessing whether its deferred tax assets are realizable, the Company considers whether it is more likely than not that some portion or all of the deferred tax assets will not be realized and adjusts the valuation allowance accordingly. The Company considers all available positive and negative evidence including future reversals of existing taxable temporary differences, taxable income in prior carryback years, projected future taxable income, tax planning strategies and recent financial operations.

Note 9: Term Loan

As of March 31, 2025 and 2024, total long-term debt and other indebtedness, including current portion of long-term debt, were as follows:

	As of March 31, 2025	As of March 31, 2024
First Lien Term Loan	\$ 4,051,737	\$ 4,094,053
Second Lien Term Loan	1,459,000	1,459,000
B-1 Term loan	247,500	250,000
Total Debt	5,758,237	5,803,053
Less current maturities of long term debt	44,816	44,816
Less debt issuance costs	97,630	135,324
Long term debt, net	<u><u>\$ 5,615,791</u></u>	<u><u>\$ 5,622,913</u></u>

Accrued interest as of March 31, 2025 and March 31, 2024 were \$43,229 and \$51,757 respectively.

The Company amortized deferred financing costs of \$37,694 and \$35,212 in the year ended March 31, 2025 and March 31, 2024, respectively.

Future maturities of long-term debt as of March 31, 2025 are as follows:

Fiscal Year Ended	Amount
2026	44,816
2027	44,816
2028	4,209,605
2029	1,459,000
2030	-

First Lien Term Loan & Revolving Loans

In October 2020, the Company entered into a credit agreement (the “Credit Agreement”) with certain lenders and JPMorgan Chase Bank, N.A. as administrative agent. The Credit Agreement provided for an initial \$2.4 billion first-lien term loan facility (the “First Lien Term Loan”) and a \$400 million revolving credit loan facility (the “Revolving Loans”).

In April 2021, the Company entered into an amendment to the first lien agreement for borrowing an additional \$1.827 billion senior secured first lien term loan facility.

Gainwell Holding Corp. and Subsidiaries
Notes to Consolidated Financial Statements
As of and for the year ended March 31, 2025
(dollars in thousands, unless otherwise noted)

The Company uses Adjusted SOFR as a benchmark for establishing the interest rate. LIBOR was previously the benchmark rate used for our indebtedness. In connection with the phase-out of LIBOR, we amended our Credit Agreement and effective from April 2023 LIBOR was replaced with SOFR as the benchmark rate under the Credit Agreement.

The First Lien Term Loan along with the amendment to First Lien Term Loan under the Credit Agreement bears interest, at the Company's option, at either i) for Adjusted Term SOFR Rate Loans, 4.00%, and (ii) for Base Rate Loans, 3.00%. The interest rate was 8.40% and 9.41 % as of March 31, 2025 and 2024.

Borrowings of Revolving Loans bear interest at a rate which depends on the Company's ratio of consolidated total net debt to earnings before interest, taxes, depreciation and amortization, both as defined in the Credit Agreement ("the Leverage Ratio"). Revolving Loans under the Credit Agreement bear interest, at the Company's option, at either i) the Base Rate, as defined in the agreement, plus an applicable margin based on the Company's Leverage Ratio or ii) the Adjusted Term SOFR (the "Term Benchmark") plus an applicable margin based on the Company's Leverage Ratio. At a Leverage Ratio greater than 4.25, borrowings will include a margin of 4% for Term Benchmark loans and 3% for Base Rate loans. At a Leverage Ratio between 3.75 and 4.25, borrowings will include a margin of 3.75% for Term Benchmark loans and 2.75% for Base Rate loans. At a Leverage Ratio less than 3.75, borrowings will include a margin of 3.5% for Term Benchmark loans and 2.5% for Base Rate loans. The interest rate was 10.5% and 11.5% as of March 31, 2025 and 2024 respectively.

The First Lien Term Loan along with the amendment on First Lien Term loan matures on October 1, 2027 and requires quarterly principal payments of \$10.5 million. The initial borrowings of Revolving Loans mature on October 1, 2025.

During the year ended March 31, 2025, the Company borrowed \$75 million under revolving loan which was repaid along with interest. There were no outstanding borrowings under the Revolving Loans during the year ended March 31, 2025 and 2024. On March 31, 2025 and 2024, the Company had \$24.36 million and \$22.16 million of letters of credit outstanding under the Credit Agreement and requires quarterly interest payments on the last day of each quarter. The letters of credit bear interest at a rate consistent with the Revolving Loans. The Company uses letters of credit primarily for purposes of satisfying requirements pertaining to the customer contracts.

The Credit Agreement requires quarterly principal and interest payments for the First Lien Term Loan. The Credit Agreement contains affirmative and negative covenants customary for financings of this type.

Second Lien Term Loan

In October 2020, the Company entered into a second lien credit agreement (the "Second Lien Credit Agreement") with certain lenders and JPMorgan Chase Bank, N.A. as administrative agent. The Second Lien Credit Agreement provided for an initial \$800 million second-lien term loan facility (the "Second Lien Term Loan"). In April 2021, the Company entered into an amendment to the second lien agreement for borrowing an additional \$659 million senior secured second lien term loan facility.

The Second Lien Term Loan and the amendment thereof under the Second Lien Credit Agreement bears interest, at the Company's option, at either i) the Base Rate (the "Base Rate"), as defined in the agreement, plus a margin of 7%, or ii) the adjusted Term SOFR (the "Term Benchmark") plus a margin of 8%. The interest rate was 12.39% and 13.43% as of March 31, 2025 and 2024 respectively.

The Second Lien Term Loan, including the amendment to Second Lien Term Loan, matures on October 1, 2028. The Second Lien Credit Agreement requires quarterly interest payments for the Second Lien Term Loan. The Second Lien Credit Agreement contains affirmative and negative covenants customary for financings of this type.

Gainwell Holding Corp. and Subsidiaries
Notes to Consolidated Financial Statements
As of and for the year ended March 31, 2025
(dollars in thousands, unless otherwise noted)

B-1 Term Loan

In February 2024, the Company entered into an amendment to the first lien agreement for borrowing an additional \$250 million of B-1 Term loan.

The B-1 Term Loan under the amendment to the Credit Agreement bears an interest rate (A) for any period in respect of which the Administrative Borrower has not made a PIK Interest Election, (i) for Adjusted Term SOFR Rate Loans, 5.25%, and (ii) for Base Rate Loans, 4.25% and (B) for any period in respect of which the Administrative Borrower has made a PIK Interest Election, (i) for Adjusted Term SOFR Rate Loans, 5.75%, and (ii) for Base Rate Loans, 4.75%.

During the year, the Company did not make PIK Interest Election. The interest rate was 9.55% and 10.56% as of March 31, 2025 and 2024, respectively. The Term B-1 Loan matures on October 1, 2027 and requires quarterly principal payment of \$0.625 million per quarter.

Note 10: Supplier Finance Program

During 2023, the Company entered into agreements with financial institutions to facilitate the purchase of software licenses and to prepay the insurance premiums from designated suppliers under certain terms and conditions to enhance liquidity. Under these agreements, the Company received extended payment terms up to 12 months and agreed to pay the financial institutions a stated amount of confirmed invoices from its designated suppliers with additional interest. The amounts outstanding under these agreements as of March 31, 2025 and 2024 are \$2,119 and \$9,351 respectively included in Short-term debt and current maturities of long-term debt on the Consolidated Balance Sheets.

The following table sets forth the changes in the outstanding obligations under the supplier finance programs:

	As of March 31, 2025	As of March 31, 2024
Confirmed obligations outstanding at the beginning of the year	\$ 9,351	\$ 12,563
Invoices confirmed during the year	5,559	19,435
Confirmed invoices paid during the year	(12,791)	(22,647)
Confirmed obligations outstanding at the end of the year	<u><u>\$ 2,119</u></u>	<u><u>\$ 9,351</u></u>

Gainwell Holding Corp. and Subsidiaries
Notes to Consolidated Financial Statements
As of and for the year ended March 31, 2025
(dollars in thousands, unless otherwise noted)

Note 11: Property and Equipment

	As of March 31, 2025	As of March 31, 2024
Property & equipment	\$ 40,251	\$ 36,704
Computers and related equipment	35,496	60,923
Furniture and other equipment	1,035	996
Construction in progress	1,518	2,216
	<u>78,300</u>	<u>100,839</u>
Accumulated depreciation & amortization	(35,007)	(43,466)
Property and equipment, net	<u>\$ 43,293</u>	<u>\$ 57,373</u>

During the year ended March 31, 2025, the Company disposed property & equipment whose cost was \$37,190 which had an accumulated depreciation of \$24,192 for a sale consideration of \$12,074. The net loss of \$925 was considered as loss on disposal of asset in consolidated statement of operations.

During the year ended March 31, 2024, the Company disposed property & equipment whose cost is \$4,598 which had an accumulated depreciation of \$3,455 and the net loss was \$948 considered as loss on disposal of asset in consolidated statement of operations.

Depreciation expense for property and equipment was \$15,713 and \$18,242 for the year ended March 31, 2025 and March 31, 2024 respectively.

Depreciation expense is split between Cost of Services and Selling, General & Administrative expenses based on the departments that had sourced the corresponding assets.

Note 12: Goodwill and Intangible Assets

Goodwill

The following table summarizes carrying amount of goodwill as of March 31, 2025 and 2024:

	As of March 31, 2025	As of March 31, 2024
Opening balance	\$ 2,791,594	\$ 3,210,172
Amortization Expense	(416,876)	(416,612)
Foreign exchange translation adjustment impact	(306)	(1,967)
Closing balance	<u>\$ 2,374,412</u>	<u>\$ 2,791,593</u>

Gainwell Holding Corp. and Subsidiaries
Notes to Consolidated Financial Statements
As of and for the year ended March 31, 2025
(dollars in thousands, unless otherwise noted)

Intangible Assets

Intangible assets consisted of the following:

	As of March 31, 2025			As of March 31, 2024		
	Cost	Accumulated Amortization	Net Carrying Value	Cost	Accumulated Amortization	Net Carrying Value
Software	921,850	565,091	356,759	953,839	494,293	459,546
Customer related intangible assets	2,350,000	1,240,230	1,109,770	2,350,000	1,024,794	1,325,206
Trade name	1,000	800	200	1,000	600	400
Construction in progress- Software	60,896	-	60,896	48,164	-	48,164
Total intangible assets	<u>\$ 3,333,746</u>	<u>1,806,121</u>	<u>1,527,625</u>	<u>\$ 3,353,003</u>	<u>1,519,687</u>	<u>1,833,316</u>

During the year ended March 31, 2025, the Company retired software whose cost was \$61,984 which had an accumulated amortization of \$61,983 and the net loss of \$1 was considered as loss on disposal of asset in consolidated statement of operations.

The components of amortization expense were as follows:

	As of March 31, 2025	As of March 31, 2024
Goodwill amortization	\$ 416,876	\$ 416,612
Intangible asset amortization		
Software	132,815	137,303
Customer related intangible assets	215,436	249,386
Trade name	200	200
Total	<u>\$ 765,327</u>	<u>\$ 803,501</u>

Depreciation and amortization expense is split between Cost of Services and Selling, General & Administrative expenses based on the departments that had sourced the corresponding assets.

Estimated future amortization as of March 31, 2025 for the intangible assets including goodwill is as follows:

Fiscal year	Amount
2026	734,634
2027	701,020
2028	635,762
2028	553,482
2029	525,118
Thereafter	691,125

Gainwell Holding Corp. and Subsidiaries
Notes to Consolidated Financial Statements
As of and for the year ended March 31, 2025
(dollars in thousands, unless otherwise noted)

Note 13: Leases

The Company has operating leases primarily for its office space. Our leases have remaining lease terms of 1 to 8 years, some of which include options to extend the leases for up to 20 years, and some of which include options to terminate the leases within 1 to 3 years.

As of March 31, 2025, the Company has not entered any leases that have not yet commenced which would entitle the Company to significant rights or create additional obligations.

The components of lease expense were as follows:

	As of March 31, 2025	As of March 31, 2024
Operating lease cost	\$ 20,886	\$ 23,798
Variable lease cost	3,518	4,045
Finance lease cost	1	233
Total costs	24,405	28,076
Sublease income	685	1,040
	\$ 23,720	\$ 27,036

Cash payments made from variable lease costs and short-term leases are not included in the measurement of operating lease liabilities, and as such, are excluded from the supplemental cash flow information stated below:

	As of March 31, 2025	As of March 31, 2024
Cash paid for amounts included in the measurement of:		
Operating cash flows from operating leases	\$ 21,718	\$ 25,757
Operating cash flows from finance leases	-	1
Non- cash activity:		
Right of use assets obtained in exchange for lease obligations	41,990	13,201

Supplemental balance sheet information related to leases were as follows:

	As of March 31, 2025	As of March 31, 2024
Operating right-of-use assets, net	\$ 59,189	\$ 36,181
Finance right-of-use assets, net	-	1
Current operating lease liabilities	15,956	17,182
Non-current operating lease liabilities	52,133	28,445
Current finance lease liabilities	-	-
Non-current finance lease liabilities	-	-

Gainwell Holding Corp. and Subsidiaries
Notes to Consolidated Financial Statements
As of and for the year ended March 31, 2025
(dollars in thousands, unless otherwise noted)

The following maturity analysis presents expected undiscounted cash payments for operating and finance leases on an annual basis as of March 31, 2025:

Fiscal year	Operating	Finance	Total
2026	\$ 19,039	-	\$ 19,039
2027	17,970	-	17,970
2028	15,682	-	15,682
2029	9,505	-	9,505
2030	5,640	-	5,640
Remaining years	7,602	-	7,602
Total lease payments	75,438	-	75,438
Less: imputed interest	7,349	-	7,349
Total payments	\$ 68,089	\$ -	\$ 68,089

The following table provides information on the weighted average remaining lease term and weighted average discount rate for Operating and Finance leases:

Weighted-average remaining lease terms (in years)	As of March 31, 2025	As of March 31, 2024
Operating leases	4.44	3.98
Finance leases	-	0.25
Weighted-average discount rate		
Operating leases	4.07%	2.90%
Finance leases	-	1.73%

Note 14: Other Assets

The table below summarizes Other assets as of March 31, 2025 and 2024:

	As of March 31, 2025	As of March 31, 2024
Sales commission (1)	7,747	5,866
Transition and Transformation costs (2)	27,898	26,899
Prepaid expense long - term	16,428	8,951
Hosting arrangements	-	25,825
Deposits and others	3,392	2,919
Total	\$ 55,465	\$ 70,460

(1) As of March 31, 2025, current portion of capitalized sales commission cost of \$5,052 is included in other current assets and the noncurrent portion of \$7,747 is included in other assets in the accompanying balance sheet. As of March 31, 2024, current portion of capitalized sales commission cost of \$3,830 is included in other current assets and \$5,866 is included in other assets in the accompanying balance sheet.

Gainwell Holding Corp. and Subsidiaries
Notes to Consolidated Financial Statements
As of and for the year ended March 31, 2025
(dollars in thousands, unless otherwise noted)

(2) Transition and transformation contract costs, reflect the Company's setup costs incurred upon initiation of an outsourcing contract. The current portion of such costs of \$12,404 and \$14,717 is included in Other Current Assets as of March 31, 2025 and March 31, 2024 respectively and the noncurrent portion \$27,898 and \$26,899 are recorded in other assets as of March 31, 2025 and March 31, 2024 respectively in the accompanying balance sheet. Amortization expense of \$13,780 and \$12,581 is included within cost of services in the accompanying statement of operations and comprehensive loss for the year ended March 31, 2025 and March 31, 2024 respectively.

Note 15: Accrued Expenses and Other Current Liabilities

The table below summarizes accrued expenses and other current liabilities as of March 31, 2025 and 2024:

	As of March 31, 2025	As of March 31, 2024
Accrued operating expenses	\$ 130,779	\$ 134,608
Accrued professional fee expenses	57,321	36,492
Refunds due to clients	425	568
Current portion of Fair value of loss reserve on onerous contracts	5,120	7,729
Accrued taxes	21,184	23,925
Total	<u>\$ 214,829</u>	<u>\$ 203,322</u>

Note 16: Related Party Transactions

The following are the related parties and the nature of transactions

Name	Relation	Nature of Transactions
Veritas Capital	Owner of the Company	Yearly management fees
Cotiviti Inc	A portfolio company of Veritas	TSA services
Perspecta Inc	A portfolio company of Veritas	Provider of data center and network services

Veritas Capital:

The Company did not incur any expense towards management fees during the year ended March 31, 2025 and March 31, 2024. No amounts were paid during both the years to Veritas Capital. An amount of \$17,250 is payable as of March 31, 2025 and March 31, 2024 relating to previous years which was agreed to be paid when Veritas Capital requests for payment. Also, during the year the Company reimbursed an amount of \$1,809 to Veritas towards various expenses incurred on behalf of the Company.

Cotiviti Inc:

The Company entered into a Transition Service Agreement ("TSA") to provide accounting services to Cotiviti. The Company has also received some reverse TSA ("RTSA") services from Cotiviti. The value of services provided (net of RTSA) during the years ended March 31, 2025 and March 31, 2024 was 1,320 and \$1,852 respectively. As of March 31, 2025 and 2024, an amount of \$221 and \$362 (net of payable) is receivable from Cotiviti for such services, respectively.

Gainwell Holding Corp. and Subsidiaries
Notes to Consolidated Financial Statements
As of and for the year ended March 31, 2025
(dollars in thousands, unless otherwise noted)

Perspecta Inc:

During the year, the Company did not procure data center and network services from Perspecta Inc. Accordingly, there is no outstanding payable to Perspecta Inc. as of March 31, 2025. For the previous year ended March 31, 2024, services amounting to \$4,800 were availed with no outstanding balance as of that date.

Note 17: Litigation and Contingencies

The Company is from time to time involved in commercial and employment disputes that arise in the ordinary course of its business. The Company may also be subject to claims from third parties arising from or in connection with the Company's operations. In addition, the Company is sometimes asked to provide information with respect to itself and its businesses or as a third party in investigations or proceedings conducted by federal, state and/or local agencies or as a third party in litigation matters. With respect to loss contingencies, the Company records a liability when it believes it is both probable that a liability has been incurred and the amount of loss can be reasonably estimated. Significant judgment is required to determine both the probability of having incurred a liability and the estimated amount of the liability. The Company reviews these matters at least quarterly and adjusts these liabilities to reflect the impact of negotiations, settlements, rulings, advice of legal counsel and other updated information and events pertaining to a particular matter. Cash flows and/or results of operations could be materially affected in any particular period by the resolution of one or more of these contingencies. The Company believes it has recorded adequate provisions for any such matters and therefore, as of March 31, 2025 and 2024, it was not reasonably possible that a material loss had been incurred in connection with such matters in excess of the amounts recognized in its financial statements.

Litigation

The Company, in the normal course of its business, may be subject to various claims and contingencies arising from among other things, disputes with customers, vendors, employees (current or former), contract counterparties and other parties, as well as environmental matters, matters concerning the licensing and use of intellectual property, and inquiries and investigations by regulatory authorities and other government agencies. Some of these disputes involve or may involve litigation. During the years ended March 31, 2025 and 2024, the Company was not involved in any material litigations which have not been adequately provided for nor did the Company have any settlements or other resolutions arising from litigations from the pre-acquisition period that were not reflected in its consolidated financial statements. Further, the Company had no material litigations or settlements between April 1, 2025 and the date of these financial statements that have not been adequately provided for in these financial statements.

Note 18: Guarantees and Indemnifications

Guarantees

In the ordinary course of business, the Company may issue performance guarantees to certain of its clients, customers and other parties pursuant to which the Company has guaranteed the performance obligations of third parties. Some of those guarantees may be backed by standby letters of credit or surety bonds. In general, the Company would be obligated to perform over the term of the guarantee in the event a specified triggering event occurs as defined by the guarantee. The Company believes the likelihood of having to perform under a material guarantee is remote.

Gainwell Holding Corp. and Subsidiaries
Notes to Consolidated Financial Statements
As of and for the year ended March 31, 2025
(dollars in thousands, unless otherwise noted)

The following table summarizes the Company's financial guarantees and stand-by letters of credit outstanding as of March 31, 2025 and 2024:

	As of March 31, 2025	As of March 31, 2024
Surety bonds	\$ 204,256	\$ 323,009
Stand -by letters of credit	24,355	22,162
Total	\$ 228,611	\$ 345,171

Indemnifications

In the ordinary course of business, the Company enters contractual arrangements under which the Company may agree to indemnify a third party to such arrangement from any losses incurred relating to the services they perform on behalf of the Company or for losses arising from certain events as defined within the particular contract, which may include, for example, litigation or claims relating to past performance. The Company also provides indemnifications to certain vendors and customers against claims of intellectual property infringement made by third parties arising from the use by such vendors and customers of the Company's software products and services and certain other matters. Some indemnifications may not be subject to maximum loss clauses. Historically, payments made related to these indemnifications have been immaterial.

Note 19: Supplemental cashflow disclosures

	As of March 31, 2025	As of March 31, 2024
Cash payments for interest, net of capitalized interest	\$ 598,664	\$ 589,522
Cash payments (receipts) for taxes, net	48,066	7,234
<u>Non cash activity :</u>		
Right of use assets obtained in exchange for lease obligations	41,990	13,201

Note 20: Subsequent Events

The Company evaluated subsequent events for recognition or disclosure through June 25, 2025, the date the consolidated financial statements were available to be issued and has not identified any events which require disclosure or adjustments to consolidated financial statements.



Gainwell Technologies LLC Response to the
**State of Nebraska Department of Health
and Human Services (DHHS)**

REQUEST FOR PROPOSAL SERVICES CONTRACT MEDICAID DRUG REBATE SYSTEM

Solicitation Number: 124528 ON

Solicitation Response: Technical Proposal

Attachment A: Functional Requirements

August 6, 2026, at 2:00 PM CDT

gainwell

1 Introduction to Attachment A

Gainwell's proposed Medicaid Drug Rebate (MDR) solution for the Nebraska Department of Health and Human Services (DHHS) is described in detail through Attachment A, Functional Requirements, and Attachment B, Technical Requirements. Together, these attachments demonstrate Gainwell's comprehensive approach to delivering a secure, configurable, cloud-based Drug Rebate solution that supports the full rebate lifecycle, from data intake and invoice generation through dispute resolution, financial reconciliation, reporting, operations, and ongoing program support.

Attachment A (Functional Requirements) and immediately follow this section and contain Gainwell's detailed responses to each requirement identified in the solicitation. Executive summaries for the respective requirement sections are provided within 124528 ON Gainwell Technologies File 5 of 6_Narratives Requested in Section V, while Attachments A and B provide the complete requirement-by-requirement responses as requested by the State.

Together, these documents provide both a high-level overview of Gainwell's proposed approach and comprehensive responses to the functional and technical requirements of the Nebraska Medicaid Drug Rebate Program.

ATTACHMENT A - Functional Requirements
RFP # 124528 ON
Medicaid Drug Rebate (MDR) System
State of Nebraska, Department of Health and Human Services

IMPORTANT:

Please note that any additional costs must be captured only on the Cost Sheet and NOT within the response to the specification.
Failure to adhere to these instructions shall result in the bidder being deemed as **"Non-Responsive"**.

General Guidelines for Vendors

1. **Thoroughly Review Requirements:** Carefully read each requirement, including subpoints and links provided. Ensure responses clearly address each aspect of the requirement.
2. **Provide Supporting Details:** Each response should include clear descriptions, processes, tools, or diagrams demonstrating how the solution meets the requirement.
3. **Organize Responses:**
 - Use headings and subheadings to structure responses.
 - Include bullet points for clarity.
4. **Use Standards and Best Practices:**
 - Refer to relevant standards (e.g., Section 508, NIST, FIPS, HIPAA).
 - Provide details of certifications, tools, and industry-compliant processes.
5. **Clarity and Precision:**
 - Avoid vague language or ambiguous claims.
 - Use concise, professional terminology.
 - Ensure responses are tailored to DHHS requirements and align with federal and state guidelines.
6. **Supporting Artifacts:**
 - Include visuals such as diagrams, charts, and flowcharts where applicable.
 - Reference external documents or standards as appropriate.
7. **Testing and Validation:** Detail testing approaches, validation processes, and evidence that the solution meets outlined expectations.

Specific instructions to complete **Functional Requirements**

Invoice Management (IVM)	
Number	Requirement Description
IVM-01	Solution must support automated generation of the Drug Rebate Electronic Invoice Files for each drug manufacturer with current rebate information, with the ability to generate and distribute electronically and on paper.
	[Redacted]
	[Describe Bidder's approach/ability to meet the requirement] [Redacted]
IVM-02	Vendor must work with DHHS to develop routine extract files containing MDR data to be interfaced to DHHS's Medicaid enterprise data warehouse, with format, data elements, and frequency to be agreed upon by DHHS. These extracts will support drug rebate oversight and analysis by DHHS. The extracts will cover the following three domains: a. Detailed claim level information on drug claims sent to MDR and included or excluded from rebate invoicing. b. Manufacturer invoice level data on drug rebates invoiced, amounts disputed, and rebates collected. c. NDC level drug reference information, including rebate status, unit rebate amounts, and other data elements utilized in rebate determination.
	[Redacted]
	[Redacted]

[illegible]

IVM-03	Solution must automatically accurately calculate compound interest due on quarterly rebate amounts per Federal Regulations. Interest must be itemized at the NDC/line level		
IVM-04	Solution must provide the capability to transmit detailed drug claim listings (CLD) to manufacturers electronically using federal and state defined formats.		

IVM-05	Solution must limit invoicing of drugs to those manufactured by companies on the CMS listing of manufacturers with drug rebate agreements (except as directed by DHHS).
IVM-06	Solution must provide the capability to include and exclude claims from the drug rebate invoice cycle based on DHHS defined criteria (e.g., labeler, provider, members, drug, etc.). The solution shall also provide a detailed report, to be provided with the Technical Response, which outlines excluded claims from the drug rebate invoice cycle process. The report must include the business reason(s) why each claim was excluded from the invoice process. The report must be available on demand for DHHS staff to retrieve by invoiced quarter.

	[Describe Bidder's ability to meet the requirement]
IVM-09	Solution must provide the capability of an automatic default on the unit rebate amount to the most recent CMS known Unit Rebate Amount.
IVM-10	Solution must have the capability to automatically determine the amount of rebate due from each manufacturer, based on quantity of units paid for each NDC (both original and adjusted claims), rebate amounts, data specific interest rate and prior period adjustments, per data received from CMS and DHHS.

IVM-11	Solution must automatically generate delinquent (38 and 68 day notice) letters to manufacturers who have not paid an invoice or have an outstanding balance.
IVM-12	Solution must maintain and display original and corrected invoice records for reporting purposes.
IVM-13	Solution must maintain all historical drug rebate and invoice information to accommodate prior period adjustment processing.

IVM-14	Solution must generate invoices for provider administered drugs billed on professional and institutional claims.
IVM-15	Solution must meet federal drug rebate format and content requirements and display, at a minimum, the following information on all drug invoices. Final content will be affirmed with vendor during implementation sessions: a. Manufacturer name b. Manufacturer address c. Invoice number d. Date invoice created e. Period covered f. OMB Format Number g. NDC number h. Drug name i. Messages j. Rebate amount per unit k. Total units reimbursed per NDC l. Total rebate claimed per NDC m. Total reimbursement amount n. Grand totals o. Third Party Liability (TPL) portion paid Plan

IVM-16	Solution must apply basic file validation (e.g., manufacturer data, unit dose and measure conversion) provided by CMS, used in generating rebate invoices, to confirm that the information received is complete and accurate.
IVM-17	Solution must generate and provide electronic files of all rebate invoices, prior period adjustments and collections by NDC on a quarterly basis in a format defined by DHHS.
IVM-18	Solution must monitor drug rebate information to determine if any URA is zero, and if more than two quarters have a URA of zero, the solution must issue an alert prior to invoice generation to provide sufficient time for research, analysis, and resolution.

IVM-22	Vendor must support DHHS in dispute resolution meetings (informal, appeal, judicial review, etc.) with manufacturers or labelers, including providing staff to participate with DHHS in meetings.
	[REDACTED]
	[REDACTED]
	[REDACTED]
IVM-23	Solution must maintain a history of the data used to support DHHS in case of a drug manufacturer dispute over the rebate invoice.
	[REDACTED]
	[REDACTED]
	[REDACTED]
	[REDACTED]
	[REDACTED]
IVM-24	Solution must support manual rebate updating, overriding the CMS quarterly update, for specific drugs and at the manufacturer (labeler) level across all NDCs for that manufacturer.
	[REDACTED]
	[REDACTED]
	[REDACTED]
	[REDACTED]
	[REDACTED]
	[REDACTED]
	[REDACTED]
IVM-25	Solution must perform adjustments when corrections are made to paid claims or when billing errors are discovered through the rebate dispute resolution process.

	[REDACTED]
	[REDACTED]
	[REDACTED]
	[REDACTED]
	[REDACTED]
	[REDACTED]
	[REDACTED]
	[REDACTED]
	[REDACTED]
	[REDACTED]
IVM-26	Solution must allow rebate adjustments and payments to be applied at the NDC level and to report accordingly.
	[REDACTED]
	[REDACTED]
	[REDACTED]
	[REDACTED]
	[REDACTED]
	[REDACTED]
	[REDACTED]
	[REDACTED]
	[REDACTED]
IVM-27	Solution must provide drug rebate adjustment reason code(s) associated to each adjustment.
	[REDACTED]
	[REDACTED]
	[REDACTED]

IVM-32	Solution must include the capability to maintain multiple effective date spans for drug manufacturer records to accommodate periods where a manufacturer becomes ineligible to participate in the drug rebate program as identified by CMS or DHHS.
IVM-33	Solution must update drug rebate information related to a claim when claim adjustments are provided by DHHS. Further discussion will be necessary with Department staff during implementation.
IVM-34	Solution must convert between the drug database unit and quantity used for invoicing to those used by CMS.

IVM-35	Solution must maintain a complete history of the claims information provided by DHHS to support the drug rebate invoice process.
	[REDACTED]
	[REDACTED]
	[REDACTED]
	[REDACTED]
	[REDACTED]
IVM-36	Solution must capture and store unit rebate amount (URA) data from CMS then identify, calculate, and apply modifications as needed.
	[REDACTED]
	[REDACTED]
	[REDACTED]
	[REDACTED]
	[REDACTED]
IVM-37	Solution must allow access to claim level drug rebate information on-line.
	[REDACTED]
	[REDACTED]
	[REDACTED]
	[REDACTED]
	[REDACTED]
IVM-38	Solution must generate a report listing all adjustments made to drug rebate invoices, with the capability to be filtered at least by labeler, time period, invoice number, NDC, number of units adjusted, total dollar amount adjusted, and adjustment code.
	[REDACTED]
	[REDACTED]
	[REDACTED]

IVM-39	Solution must generate a report listing claims paid for any terminated drugs, in a specific quarter.
IVM-40	Solution must generate a report listing of all claims paid for a specific labeler, in a specific quarter. A sample of the report must be submitted with the Technical Response.
IVM-41	Solution must generate a report listing the total amounts billed, collected, adjusted, interest accrued, credits, disputed, not invoiced, and balance due, for all labelers, broken down by quarter and program. A sample of the report must be submitted with the Technical Response.
IVM-42	Solution must generate a report listing current outstanding balances or credits of a labeler code at the invoice level.

IVM-43	Solution must generate a report listing current outstanding balances or credits of a labeler code at the NDC level.
IVM-44	Solution must generate a report (38 and 68 day reports) listing the total amounts for all labelers that are a specified number of days past due, broken down by invoice number.
IVM-45	Solution must generate a report listing the outstanding balances by labeler for all invoices and PQAS (Prior Quarter Adjustment Statement) sent in a specified quarter. A sample of the report must be submitted with the Technical Response.

IVM-46	Solution must generate a report listing total amount of Drug Rebate deposits, by deposit, for a user-requested time period. A sample of the report must be submitted with the Technical Response.
IVM-47	Solution must generate a report of all the Unit Rebate Offset Amounts that occurred in the quarter plus any changes to previous quarters' Unit Rebate Offset Amounts.
IVM-48	Solution must generate required Federal expenditure reporting for the CMS 64 which is summations of adjustments (credits and debits), rebates billed and payments that occurred in the quarter. Each amount is summed by the quarter where the first invoice was recorded.
IVM-49	Solution must generate a report listing invoices created for a specified invoice quarter or labeler.

IVM-50	Solution must generate a report listing the amount billed, paid, adjusted, and outstanding for all labelers.
IVM-51	Solution must generate a report listing the date the quarterly file was received from CMS, the date the quarterly file was processed by the vendor, the date the invoices were submitted to labelers, and the date the invoices were received by the labelers. A sample of the report must be submitted with the Technical Response.
IVM-52	Solution must generate a report listing information on all invoices and prior quarter adjustment statements sent for a specific labeler in a specific time frame (Rebate Claimed, Adjustments, Interest Accrued, Payments, Outstanding Balance), broken down by program group (fee-for-service and encounter pharmacy and professional claims). Interest must be itemized at the NDC/line level.

IVM-53	Solution must generate a report listing of all drugs that were invoiced for, in a specific invoice quarter, but were not on the CMS file (rebateable).
IVM-54	Solution must generate a report listing of all invoices and prior quarter adjustment statements created in a specified invoice quarter.
IVM-55	Solution must generate a report listing the received and/or accrued interest for a specified labeler for a user specified time frame. Interest must be itemized at the NDC/line level.
IVM-56	Solution must generate a report listing any drug that was invoiced an amount greater than Medicaid paid + payment from other source (total Medicaid allowable). A sample of the report must be submitted with the Technical Response.

IVM-57	Solution must generate a report to notify labelers of the status of disputes, or how a dispute was resolved.
IVM-58	Solution must generate a report listing all family planning drugs invoiced, including the Medicaid + paid by other sources amount paid, and amount invoiced.
IVM-59	Solution must generate and maintain an electronic file and report of all paid-encounter physician and pharmacy claims with disputed products (NDCs) for the rebate quarter under review to facilitate dispute research and resolution. A sample of the report must be submitted with the Technical Response.

IVM-60	Vendor must provide DHHS with a copy of CMS pharmacy-related communications (e.g., manufacturer or labeler code changes, DESI code changes, product deletions, labeler terminations, new manufacturer or labelers).
IVM-61	Solution must generate a report listing all instances in which a quarter-to-quarter variation equal to or exceeding a parameterized percentage occurs, in terms of either units invoiced or dollars collected for each NDC, the reason(s) for the variance (e.g., billing error, conversion issue), and convey this information to DHHS for review prior to quarterly invoicing.
IVM-62	Solution must generate a report that demonstrates the claims information provided by DHHS is used in each quarterly invoicing cycle, and any exceptions with reasons for not including specific claims in the applicable cycle.

	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]
IVM-63	Solution must have the capability to generate ad-hoc reports against information provided by CMS and DHHS and information (e.g. drug rebate invoicing, dispute management, and accounting processes). [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]
IVM-64	Solution must allow users to run ad-hoc queries against information provided by CMS and DHHS and information generated by the vendor's proposed solution used for drug rebate invoicing, dispute management, and accounting processes. DHHS users must be able to choose from multiple pre-built defined parameters, singularly or in combination, to generate user-customized results. [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]
IVM-65	Vendor must provide DHHS with a report documenting any deficiencies between the vendor's proposed solution and federal and state rebate standards. [REDACTED] [REDACTED] [REDACTED]

IVM-66	Vendor must provide DHHS with white papers that provide an analysis, impact, and applicable options and recommendations for changes identified in Federal rebate standards. Vendor must notify DHHS within one (1) business day of becoming aware of a change to Federal rebate standards. The Vendor notification must include an estimate of the time necessary to provide DHHS with the white paper.
IVM-67	Solution must allow all reports with claims information to be identified and reported based on claim type (e.g. pharmacy, professional) and procedure code (e.g. NDC, J-Code, modifiers, units). Frequency request is on request – query functionality must be real-time for data maintained within the system used for invoicing, disputes, and accounting. All reports with a standard monthly, quarterly, and annual frequency must also be available on request based on user-customized time periods.
IVM-68	Solution must accommodate leap year processing.

IVM-69	Vendor must complete all disputes received through each quarterly invoicing cycle in entirety before the initiation of the subsequent invoicing cycle.
IVM-70	The Vendor will store and report on current and historical Unit Rebate Amount (URA) information by labeler, year, and quarter.
IVM-71	Solution must provide the capability to allow retrieval of the detailed drug claim listings (CLD) for IQVIA electronically using IQVIA defined format.

IVM-72	DHHS must meet all federal reporting requirements, as well as those imposed by Nebraska regulations and policies. The MDR solution must have the flexibility to provide reporting for multiple perspectives: e.g. state staff, providers, labelers, participants, etc. Sample reports must be provided with the proposal and will be finalized after reviews with DHHS to determine what additional reporting may be required to meet DHHS needs. Reporting capabilities need to be flexible enough for printing, transfer via multiple output formats and methods, and be customizable by the end user to meet that user's individual needs. *DHHS reserves the right to add additional reports, change reporting requirements and request on-demand reports as deemed necessary. All reporting must be available in a format that easily allows the data to be imported into state data warehouses and decision support systems.
IVM-73	Solution must transmit a copy of the quarterly CMS rebateable labeler file to MMIS for claims adjudication purposes. (List of Labelers)
IVM-74	Solution must interface with CMS to send a quarterly drug rebate utilization file and receive back utilization errors file. (CMS Drug Rebate Utilization and CMS Utilization Errors)

Accounting (ACC)	
Number	Requirement Description
ACC-01	Solution must capture, or convert electronically, the prior quarter adjustment statement (PQAS) and reconciliation of state invoices (ROSIs), perform line-item match by drug, link to the invoice and identify disputes when payments are received.
	[REDACTED]
	[REDACTED]
	[REDACTED]
	[REDACTED]
	[REDACTED]
	[REDACTED]
	[REDACTED]
ACC-02	Solution must maintain NDC level information on the drug rebate accounts receivable.
	[REDACTED]
	[REDACTED]
	[REDACTED]
	[REDACTED]
	[REDACTED]
ACC-03	Solution must provide multiple methodologies (e.g., percentage and actual), for allocation of the drug rebates to program funding source(s) and identify drug rebate amounts by benefit program.
	[REDACTED]
	[REDACTED]
	[REDACTED]
	[REDACTED]
	[REDACTED]
ACC-04	Solution must produce accounting reports (configured for a specific time of inactivity for inactive labelers who have not paid a payment for a period of time) for outstanding drug rebate debt including interest calculated based on CMS rules. Interest must be itemized at the NDC/line level (Doubtful Account Report). Monthly or within one (1) business day of request.
	[REDACTED]
	[REDACTED]

ACC-05	Solution must provide real-time online query and retrieval of interest rates, calculation, accumulation, invoicing, and reporting of interest amounts on outstanding balances related to the drug rebate program.
ACC-06	Solution must systematically establish Accounts Receivables at the Manufacturer or Labeler level for drug manufacturers invoiced for each drug rebate invoice generated by the system.
ACC-07	Solution must provide quarterly drug rebate reconciliation according to DHHS defined criteria. The solution will write a quarterly report at the end of each invoicing cycle comparing both FFS and MCO encounter claims that were received from DHHS input source(s) for invoicing. It will use the DHHS-defined business rules for which claims meet criteria for invoicing. The solution will identify claims which were flagged as meeting criteria for invoicing but not included in the rebating process and include identified claims which were flagged as not meeting criteria for invoicing but should have been invoiced. The report will be available to DHHS within thirty (30) calendar days after the end of each invoicing quarter.

ACC-08	Solution must provide reconciliation between the drug rebates received and the amount reported on the CMS-64.9R form for the quarter.
ACC-09	Solution must compare invoices to payment documentation returned by the manufacturer to determine which NDC line items are paid or in dispute.
ACC-10	Solution must provide automated and, on an exception basis, manual processes to reconcile amounts paid to amounts invoiced by NDC line item.
ACC-11	Solution must maintain, display, and report an audit trail of all changes made to invoices and identify invoice records that have been changed to facilitate future processing. The audit trail must minimally include invoice details before and after the change, date of change, reason for change, and source of change. The audit trail must be accessible to DHHS staff online and in a report format.

ACC-14	The solution must be able to accurately report deposit data in correct categories for deposit and federal reporting using underlying paid claims data for which drug rebate payments are received.
ACC-15	Solution must have the ability to generate an on-demand report summarizing the rebates invoiced for a given therapeutic drug class and date range as defined by DHHS.

Customer Support, Documentation, and Training (CDT)	
Number	Requirement Description
CDT-01	Vendor must provide technical assistance to all entities included in the drug rebate process, including CMS, DHHS, Labelers, and other Vendors. Vendor must provide acknowledgement of the request to the requestor within one (1) business day. The Vendor's acknowledgement must include an estimate of the time necessary to provide the requested technical assistance.
	[REDACTED]
	[REDACTED]
	[REDACTED]
	[REDACTED]
	[REDACTED]
	[REDACTED]
CDT-02	Vendor must provide DHHS with support, including Vendor staff participation in meetings, and documentation if a drug manufacturer dispute, or other rebate-related action, proceeds to an administrative or judicial review. Vendor must provide acknowledgement of the request to the requestor within one (1) business day. The Vendor's acknowledgement must include an estimate of the time necessary to provide the requested support or documentation.
	[REDACTED]
	[REDACTED]
	[REDACTED]
	[REDACTED]
	[REDACTED]
	[REDACTED]
CDT-03	Vendor must coordinate with appropriate CMS staff and, as necessary, appropriate contacts for pharmaceutical manufacturers when the Vendor determines that necessary CMS information pertaining to any given manufacturer's rebate-qualified drug is incomplete or otherwise inaccurate. Vendor must provide acknowledgement of the request to the requestor within one (1) business day. The Vendor's acknowledgement must include an estimate of the time necessary to provide the requested support, coordination, or response.
	[REDACTED]
	[REDACTED]
	[REDACTED]
	[REDACTED]

	[REDACTED] [REDACTED]
CDT-04	Vendor must support communication with other Vendors or parties, regarding the inclusion of applicable claims for rebates invoicing purposes, both state and federal. Vendor must provide acknowledgement of the request to the requestor within one (1) business day. The Vendor's acknowledgement must include an estimate of the time necessary to provide the requested support, coordination, or response. [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]
CDT-05	Vendor must provide DHHS, Vendor staff, and impacted stakeholders (e.g. manufacturers, pharmacies, etc.) training on the Vendor's proposed solution that includes the Vendor's applications and operational process. [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]
CDT-06	Vendor must provide a draft Training Plan with the proposal. A sample of the Training Plan must be submitted with the Technical Response. A final detailed Training Plan must be developed, reviewed and approved by DHHS within 45 calendar days of the contract start date. The approved Training Plan must minimally address the following topics for training activities: a. Approach and scope (including all audience groups). b. Training activity, schedule, duration, types (i.e., in person, online, pre-recorded, real time, interactive, etc.), locations, for various stakeholder groups (e.g. state staff, labelers, etc.) by task. c. Assurances for providing timely, appropriate training activities for all stakeholders. d. Roles and responsibilities for all stakeholder types. e. Training to support the initial implementation of solution.

CDT-08	Vendor must provide for development and implementation of technical and user training programs. [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]
CDT-09	Vendor must provide Training Plan updates on the following basis: a. Prior to the scheduled pre-solution Implementation training. b. Each time a solution change or upgrade is implemented. The updated and DHHS approved plan must be distributed to solution users prior to the implementation of the system change or upgrade; and c. A complete review and update must be performed on an annual basis within thirty (30) calendar days of the start of each contract year. The annually updated, DHHS-approved plan must be distributed or made available to all solution users. [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]
CDT-10	Vendor must perform updates to standardized training and communication materials. Updated materials must be reviewed and approved by DHHS on the following basis: a. At a minimum, on an annual basis in accordance with the training schedule, b. A minimum of fourteen (14) calendar days prior to a scheduled training event; and c. All updates must include a version identifier and date updated notation.

	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]
CDT-11	Vendor must provide training to all users of the solution prior to the implementation and on an ongoing basis during operations in accordance with the DHHS-approved Training Plan and Materials. [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]
CDT-12	Vendor must provide train-the-trainer sessions for DHHS resources or designated DHHS resources and other staff responsible for training. [REDACTED] [REDACTED] [REDACTED]

CDT-13	Vendor must develop and deliver training in a format and modality as agreed upon with DHHS.
CDT-14	Vendor must utilize a variety of delivery methods for training, including online self-paced training presentations, written materials, webinars, demonstrations and at the discretion of DHHS.
CDT-15	Vendor’s training materials must be offered in accessible formats consistent with requirements of the Americans with Disabilities Act.

	[REDACTED]	
	[REDACTED]	
	[REDACTED]	
	[REDACTED]	
	[REDACTED]	
	[REDACTED]	
	[REDACTED]	
	[REDACTED]	
CDT-16	Vendor must provide a training environment that is available to DHHS and must maintain and update the training environment with training data to use during user training.	
	[REDACTED]	
	[REDACTED]	
	[REDACTED]	
	[REDACTED]	
	[REDACTED]	
	[REDACTED]	
	[REDACTED]	
CDT-17	Vendor must make training records available to be included in the data available for reporting.	
	[REDACTED]	
	[REDACTED]	
	[REDACTED]	

CDT-20	Solution documentation must include descriptions showing the flow of business processes, business rules, and interface(s) with DHHS.
CDT-21	Solution must provide on-line help for all of its features, functions, and data element fields, as well as descriptions and resolutions for error messages, using help features including indexing, searching, tool tips, and context- sensitive help topics. Solution must also provide a customer service support line and subject matter expert staff to be available to assist with resolution of various questions related to the operations of the system.

CDT-22	All solution documentation must be accessible to users online, with a printable version available. Browse and search capabilities must be provided to permit users to easily locate specific information in the documentation (e.g., training, user manuals, etc.).
CDT-23	The solution user manual documentation must include full mock-ups of all screens/windows and provide narrative descriptions of the navigation features for each screen/window.
CDT-24	All solution documentation must be organized in a format that facilitates updating and maintenance, including version control.

CDT-25	Solution on-line tutorials must provide on-line access to the user manual and training materials.
	[REDACTED]
	[REDACTED]
	[REDACTED]
	[REDACTED]
CDT-26	Solution documentation must include a user guide for the reporting management and repository feature.
	[REDACTED]
	[REDACTED]
	[REDACTED]
	[REDACTED]
CDT-27	Solution must provide and keep all system and user documentation current at the time changes and upgrades are applied to the system.
	[REDACTED]
	[REDACTED]
	[REDACTED]
	[REDACTED]
CDT-28	Solution must use system design documents that utilize a widely supported modeling language (e.g., UML, BPMN).

	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]
CDT-29	Solution must provide context sensitive help (situational clarification and support associated with process specific steps), to support user activities (e.g., maintenance activities). [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]
CDT-30	Solution must retain the following files and data for the term of the contract. a. CMS Unit Rebate Amounts b. CMS Labeler Information c. CMS Unit Rebate Offset Amounts d. State Claims utilization information e. State Managed Care Organization (MCO) information f. State Drug description information g. State Medicaid Provider information h. State National Provider Identification (NPI) information i. System Reference Files j. CMS Utilization Data k. State Supplemental Utilization Data l. Quarterly Invoices [REDACTED] [REDACTED] [REDACTED]

SAR-03

Vendor must provide operational staff to support the following functions:

- Disputes, Conversion adjustments and Monetary invoicing threshold review
- Customer Support (DHHS staff and partners, labelers, CMS, etc.)
- Training
- System Maintenance

[illegible]

Turnover and Contract Closeout (TCC)	
Number	Requirement Description
TCC-01	At least one hundred eighty (180) days before the end of the Contract, the Vendor must develop and implement a DHHS approved Turnover Plan. The Turnover Plan must be comprehensive detailing the proposed schedule, activities, and resource requirements associated with turnover tasks.
	[REDACTED]
	[REDACTED]
	[REDACTED]
	[REDACTED]
	[REDACTED]
	[REDACTED]
	[REDACTED]
	[REDACTED]
	[REDACTED]
TCC-02	Vendor must work with the successor Vendor for data conversion activities from the current system to the proposed system.
	[REDACTED]
	[REDACTED]
	[REDACTED]
	[REDACTED]
	[REDACTED]
	[REDACTED]
	[REDACTED]
	[REDACTED]
	[REDACTED]
TCC-03	Vendor must turnover all Nebraska data, including archived claims, to DHHS and the successor Vendor.
	[REDACTED]
	[REDACTED]

	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]
TCC-04	Vendor must turnover all documents and Repositories, in a format prescribed by DHHS. [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]

Project Management and Implementation (PMI)	
Number	Requirement Description
PMI-01	Vendor must utilize, maintain, and facilitate an industry recognized project management process, tool, and documentation, such as the Project Management Institute's (PMI's) Project Management Body of Knowledge (PMBOK) or Scaled Agile Framework to complete the scope of work. Vendor must follow agreed-upon project management lifecycle process, and work with DHHS project management resources to align activities and resources during the implementation and operations phases of the contract.
	[REDACTED]
	[REDACTED]
	[REDACTED]
	[REDACTED]
	[REDACTED]
	[REDACTED]
PMI-02	Vendor must develop and maintain a Project Management Plan (PMP). The PMP minimally must include the following: a. Executive Summary b. Communications Management Plan c. Change Management Plan d. Staffing Management Plan e. Quality Management Plan f. Risk Management Plan g. Issue Management Plan h. Deliverable Review and Approval Process (DRAP) i. Application Configuration and Maintenance Plan j. Scope Management k. Schedule Management Plan l. Performance Management Plan
	The Vendor must maintain a defective ticket tracking system, which is readily available via direct access by DHHS staff. The vendor must also provide phone and email customer support related to defect reporting and management. The PMP must address this requirement.
	The PMP plan must be reviewed and approved by DHHS staff, and any identified adjustments will be made prior to signoff. A sample of the PMP plan must be submitted with the Technical Response.
	[REDACTED]
	[REDACTED]
	[REDACTED]
	[REDACTED]

PMI-03	Vendor must utilize, maintain, and facilitate Risk Management Plan/Process, Issue Management Plan/Process supporting documentation, and tools (such as a RAID log) to manage project issues and risks.
PMI-04	Vendor must participate in all levels of project governance as necessary, to include, but are not limited to the steering and operating committees and change control board.
PMI-05	Vendor must participate in and capture notes from all necessary project meetings. The Vendor must be responsible for creation and dissemination of all project meeting agendas, minutes, and necessary documentation. Agendas should be submitted 24 hours in advance of meetings. Minutes should be delivered within 48 hours.

PMI-09	Vendor must submit and update a project status report to support the steering and operating committee meetings. The report must contain the following at a minimum: a. Current project work plan and schedule with percentage complete for milestones and tasks. b. Overall completion status. c. All past due tasks or milestones and the plan(s) for completing them. d. Planned tasks and activities for the next 30 days. e. Identification of any staffing issues or changes. f. Current status on all identified issues and mitigation proposed. g. Current status on all identified risks and mitigation steps. h. Current status on testing and metrics. i. Current status on performance standards. Vendor must deliver and update the project status report monthly and submit to DHHS within five (5) calendar days of the end of the prior month.
PMI-10	Vendor must develop and maintain a detailed project work plan (PWP) that includes milestones, tasks, planned start and finish dates, actual start and finish dates, work hours, and assigned resources. The PWP must be developed and maintained in Microsoft Project or other state-approved software and be represented visually (e.g. Gantt Chart). The Vendor must provide DHHS with the PWP in Adobe PDF and Microsoft Excel formats. A sample of the PWP must be submitted with the Technical Response. Vendor must deliver the draft PWP to DHHS within thirty (30) calendar days of contract signing and update weekly throughout implementation.

PMI-11	Vendor must utilize the DHHS project repository for maintaining project documentation and deliverables. DHHS currently uses Microsoft SharePoint and will provide access to the Vendor's staff. The Vendor must provide Microsoft SharePoint training for the Vendor's staff as necessary.
PMI-12	Vendor must develop and maintain an Implementation Plan (IP) that includes pre-Go Live, Go Live, and post-Go Live activities and implementation progress reporting. Post-Go Live activities must include an online end user survey to solicit feedback on the implementation results. Vendor must resolve customer friction points as identified through customer inquiries. The Vendor must submit the draft IP to DHHS for review and approval. Vendor must deliver the draft IP to DHHS within six (6) months of Go Live date and update weekly throughout implementation.
PMI-13	Vendor must develop and maintain a Communication Management Plan. The Vendor must submit the draft plan to DHHS for review and approval.

PMI-14	Vendor must utilize, maintain, and facilitate an industry recognized systems development lifecycle process, and documentation, in order to implement Solution. Documentation must include environment configuration, code migration and deployment processes.
PMI-15	Vendor must utilize, maintain, and facilitate an industry recognized requirements management process, tool, and supporting documentation to elicit, document, and maintain the Vendor's solution requirements.

PMI-16	Vendor must provide all mutually agreed upon implementation work products and deliverables identified in the Project Work Plan (PWP) to DHHS staff for review and approval and follow the agreed upon deliverable review process. Work products and deliverables include requirements, design, development, testing, pre-implementation (e.g. training, data conversion, etc.), go live, and post-implementation.
	[REDACTED]
	[REDACTED]
	[REDACTED]
	[REDACTED]
PMI-17	Vendor must develop and maintain a Test Management Plan that minimally includes roles and responsibilities, planning and execution activities, testing methodology and approach, progress reporting, defect management, and testing tool(s). The Test Management Plan must include the testing phases (e.g. unit, system, integration, performance, user acceptance, end-to-end testing) and activities required for each environment and interface. The Test Management Plan must align with the CMS Testing Framework. Vendor must deliver the draft Test Management Plan to DHHS thirty (30) calendar days prior to the start of testing activities and update as necessary during implementation.
	[REDACTED]
	[REDACTED]
	[REDACTED]
	[REDACTED]
PMI-18	Vendor must develop and maintain an Integration Plan that details the milestones, tasks, schedule, and dependencies for establishing interfaces with the Vendor's solution. Vendor must deliver the draft Integration Plan to DHHS within thirty (30) calendar days following DHHS approval of requirements and design and update as necessary during implementation.
	[REDACTED]
	[REDACTED]

PMI-19	Vendor must develop and maintain Automated Testing Scripts that can be executed when modifications and configuration changes are made to the Solution. Vendor must conduct regression testing on modification and configuration changes. Vendor must execute prior to Go Live to demonstrate successful execution of scripts, and during operations. Vendor will review and update Automated Testing Scripts, as necessary.
PMI-20	Vendor must utilize, maintain, and facilitate a Change Control Process and supporting documentation (e.g. change request form, change log) to manage changes throughout implementation. Jira is an acceptable tool.



Gainwell Technologies LLC Response to the
**State of Nebraska Department of Health
and Human Services (DHHS)**

REQUEST FOR PROPOSAL SERVICES CONTRACT MEDICAID DRUG REBATE SYSTEM

Solicitation Number: 124528 ON

Solicitation Response: Technical Proposal

Attachment B: Technical Requirements

August 6, 2026, at 2:00 PM CDT

gainwell

1 Introduction to Attachment B

Gainwell's proposed Medicaid Drug Rebate (MDR) solution for the Nebraska Department of Health and Human Services (DHHS) is described in detail through Attachment A, Functional Requirements, and Attachment B, Technical Requirements. Together, these attachments demonstrate Gainwell's comprehensive approach to delivering a secure, configurable, cloud-based Drug Rebate solution that supports the full rebate lifecycle, from data intake and invoice generation through dispute resolution, financial reconciliation, reporting, operations, and ongoing program support.

Attachment B (Technical Requirements) immediately follow this section and contain Gainwell's detailed responses to each requirement identified in the solicitation. Executive summaries for the respective requirement sections are provided within 124528 ON Gainwell Technologies File 5 of 6_Narratives Requested in Section V, while Attachments A and B provide the complete requirement-by-requirement responses as requested by the State.

Together, these documents provide both a high-level overview of Gainwell's proposed approach and comprehensive responses to the functional and technical requirements of the Nebraska Medicaid Drug Rebate Program.

ATTACHMENT B - Technical Requirements
RFP# 124528 ON
Medicaid Drug Rebate (MDR) System
State of Nebraska, Department of Health, and Human Services

IMPORTANT:

Please note that any additional cost must be captured only on the Cost Sheet and NOT within the response to the specification.
Failure to adhere to these instructions shall result in the bidder being deemed as "Non-Responsive".

General Guidelines for Vendors

- 1. Thoroughly Review Requirements:** Carefully read each requirement, including subpoints and links provided. Ensure responses clearly address each aspect of the requirement.
- 2. Provide Supporting Details:** Each response should include clear descriptions, processes, tools, or diagrams demonstrating how the solution meets the requirement.
- 3. Organize Responses:**
 - Use headings and subheadings to structure responses.
 - Include bullet points for clarity.
- 4. Use Standards and Best Practices:**
 - Refer to relevant standards (e.g., Section 508, NIST, FIPS, HIPAA).
 - Provide details of certifications, tools, and industry-compliant processes.
- 5. Clarity and Precision:**
 - Avoid vague language or ambiguous claims.
 - Use concise, professional terminology.
 - Ensure responses are tailored to DHHS requirements and align with federal and state guidelines.
- 6. Supporting Artifacts:**
 - Include visuals such as diagrams, charts, and flowcharts where applicable.
 - Reference external documents or standards as appropriate.
- 7. Testing and Validation:** Detail testing approaches, validation processes, and evidence that the solution meets outlined expectations.

Specific instructions to complete Technical Requirements

Bidders are to refrain from providing a solution that would result in additional fees and/or expressing that a feature or functionality is available at an additional cost.

This document contains four tables for each Technical Requirement type. The requirement types are as follows:

Requirement Type	Range
Architecture	ARCH-01 - ARCH-06
Data Management	DM-01 – DM-05
Security, Privacy, and Compliance	SPC-01 – SPC-09
Operations Management	OM-01 – OM-09

For each requirement listed under the tables in this document, the bidder shall choose whether their solution “Met the Requirement” then choose the “Implementation Approach” and the “Bidder’s Response” by following the instructions provided for each requested information directly below.

Met The Requirements

Within each requirement there is a dropdown option to select from three options to answer whether the bidder will meet the requirement or not. The available options to choose from and their descriptions are as follows.

Available Options	Description
YES	The Bidder confirms that their solution meets the specified requirement
NO	The Bidder confirms that their solution does not meet the requirement
MET WITH DEVIATION	The Bidder Confirms that their solution meets the specified requirement with deviation taken to the specified requirement. (If this option is selected, then the bidder shall explain within the Bidder’s Response section how they plan to meet the requirement.

Implementation Approach:

The Implementation Approach requested in this document can be described as the methodology that will be utilized by the bidder to meet the specific requirement. Within each requirement there is a dropdown option provided to select your Implementation Approach from which an option must be selected. The available options to choose from and their descriptions are as follows:

Available Options	Description
Out of Box (OOB)	Indicates that the functionality is available in the solution without any modifications.
Customization	Refers to changes made to the base product to meet specific requirements. This may involve coding or other significant alterations.
Configuration	Refers to adjustments or settings changes within the solution that do not require coding but adapt the product to meet requirements.
TPS	Met with third party software
NA	Not Available

Bidder’s Response

As bidders prepare responses to each individual requirement, the responses are expected to address the individual requirement in a manner that demonstrates to DHHS that the bidder understands the requirement and how the bidder will meet the specific requirement. If the bidder’s response simply repeats the requirement, acknowledges, or adds sales materials in the Bidder’s response, DHHS will reserve the right to deem the response as a “Non-Responsive Solicitation Response.” However, if needed to appropriately explain bidder’s response, a mix of tables, graphical details, and written narrative is acceptable.

The bidder’s response to each requirement must include confirmation and a detailed explanation for the Implementation Approach taken. Bidders shall capture any assumptions, risks, or dependencies related to fulfilling each individual requirement.

Provide specifics, such as:

- Tools or methods used.
- Estimated effort for customizations/configurations.

ARCH-02	1. Describe the bidder solution to address the following: a. Type of Software – SaaS, PaaS or, IaaS b. Licensing Model- Perpetual or Subscription based licenses c. Single or Multi-Tenant architecture
ARCH-03	The bidder solution must be a cloud-based hosted environment with all components and data residing in the United States and consisting of ready-made software products that do not require major modifications but support customization to meet the functional requirements as outlined in Attachment A – MDR Functional Requirements. Bidder must describe how their approach will meet these requirements.
ARCH-04	Describe bidder’s ability to provide multiple environments concurrently to support functions including but not limited to production, testing, and training.

ARCH-05	1. Bidder shall review the accessibility requirements described in the following: a. Section 508 compliance standards https://www.section508.gov/manage/laws-and-policies/ b. 45 CFR Part 85 (https://www.ecfr.gov/current/title-45/subtitle-A/subchapter-A/part-85) c. State of Nebraska Accessibility requirements (https://nitc.nebraska.gov/standards/index.html#2) Bidder must confirm that your company has read, understands, and can meet all the capabilities and/or requirements as outlined for each of the items +and+ indicate how your solution will meet such requirements as they relate to the accessibility requirements.
ARCH-06	1. The bidder's solution must provide Scalability and High Availability Architecture. The bidder must describe how their solution will meet this requirement. The response must include, at a minimum, the following details: a. The system architecture must support scaling with increased load. b. The system must provide high availability to support minimum disruptions to the business operations. c. The system must handle notifications when a component or interface endpoint is unavailable. d. The system must handle performance functionality and monitoring tools. e. The system must handle recovery of failed transactions because of a component failure. f. The system must be available online Monday to Friday 7AM to 6PM Central Time during State working days.

	[REDACTED]
	[REDACTED]
	[REDACTED]
	[REDACTED]
	[REDACTED]
	[REDACTED]

[illegible]



SECURITY, PRIVACY, AND COMPLIANCE	
Number	Requirement Description
SPC-01	1. Bidder shall review the standards and policies described in the following: a. DHHS Information Technology (IT) Security Policies and Standards (http://dhhs.ne.gov/ITSecurity). b. Nebraska Information Technology Commission (NITC) Standards and Guidelines (https://nitc.nebraska.gov/standards/index.html). c. Health Insurance Portability and Accountability Act (HIPAA) of 1996. d. Health Information Technology for Economic and Clinical Health Act (HITECH) of 2009 e. Nebraska Electronic Signature Statute (http://www.nebraskalegislature.gov/laws/statutes.php?statute=86-611) f. Privacy Act of 1974
	Bidder must meet all the capabilities and/or requirements as outlined for each of the items and indicate how your solution will meet such requirements as they relate to the standards and policies described above.
SPC-02	The bidder must agree to conduct an independent, third-party penetration test for the solution which they are offering within one year prior to the anticipated go-live date that includes, at a minimum, the Open Web Application Security Project (OWASP) Top 10. Identified risks must be classified by severity and additional information must be provided for any risks identified as medium and above. This must be conducted at no additional charge to DHHS. Bidder must conduct this test at the appropriate time and describe how their approach will meet these requirements.
SPC-03	The bidder must agree to conduct an annual independent third-party penetration test of the solution that includes the Open Web Application Security Project (OWASP) Top 10. The report must provide details of the critical, high, and medium findings and associated risks. This must be conducted at no additional charge to DHHS. Bidder must conduct this test at the appropriate time and describe how their approach will meet these requirements.

SPC-04	The bidder must agree to conduct an independent, third-party security and privacy controls assessment that aligns with the National Institute for Standards and Technology (NIST) SP 800-53 moderate standard, within one year prior to the go-live date. Identified security gaps must be classified by severity and additional information must be provided for any gap identified as medium and above. This must be conducted at no additional charge to DHHS. Bidder must conduct this assessment at the appropriate time and describe how their approach will meet these requirements.
SPC-05	The bidder must agree to conduct an annual independent third-party security controls assessment that meets the National Institute for Standards and Technology (NIST) SP 800-53 moderate standard. The report must provide details of the critical, high, and medium findings and associated risks. This must be conducted at no additional charge to DHHS. Bidder must conduct this assessment at the appropriate time and describe how their approach will meet these requirements.
SPC-06	1. Describe the bidder solution for the following: Support for self-service password activities. a. Automatic log-off procedures after determined time of session inactivity. b. Automatic account disablement after 120 days of inactivity. c. Administrators' ability to lockout user(s). d. Support and approach for single sign-on with State Active Directory e. Support and approach for Multi-Factor Authentication f. Automatic locking of account after determined number of failed logon attempts.

SPC-07	The bidder solution must use role-based security. Bidder must describe how their approach will meet this requirement
SPC-08	1. Describe the bidder solution for the following: How user accounts are assigned and managed. a. How the system provides usage reports, such as a listing of all users and their last usage date. b. How the system supports authorization at an attribute/field level (e.g., edit, view).
SPC-09	Bidder shall review DHHS Information Technology (IT) Audit Standards located at: (https://www.dhhs.ne.gov/ITSecurity). Bidder must meet all the capabilities and/or requirements as outlined and indicate how your solution will meet such requirements. 1. As a part of the bidder's response, at minimum, DHHS desires specific information regarding the following elements: a. Detail the data elements that are audited. b. Outline the level of audit tracking being maintained. c. Provide a sample of their audit reports. d. Capabilities for automated audit log evaluation to identify security issues. e. How the bidder monitors, identifies, and reports on events impacting the system, such as attacks and other unauthorized use of the system.

OPERATIONS MANAGEMENT	
Number	Requirement Description
OM-01	Describe the Business Continuity and Disaster Recovery (BCDR) plan for the solution they are offering. Bidder’s response must describe, at a minimum, their plan to include the following information: 1. Procedures for data backup, restoration, communication to DHHS, and emergency mode operations in the event of: a. Hardware or Software Failures. b. Human Error. c. Natural Disaster; and/or d. Other unforeseeable emergencies.
	[REDACTED]
	[REDACTED]
	[REDACTED]
	[REDACTED]
	[REDACTED]
	[REDACTED]
	[REDACTED]
	[REDACTED]
	[REDACTED]
OM-02	The bidder must agree to conduct a full disaster recovery test for the solution which they are offering prior to the anticipated go-live date. The most recent test must be within one year prior to the go-live date. This must be conducted at no additional charge to DHHS. Bidder must conduct this test at the appropriate time and describe how their approach will meet these requirements.
	[REDACTED]
	[REDACTED]
	[REDACTED]
	[REDACTED]
OM-03	The bidder must agree to conduct an annual disaster recovery test for the solution and submit the annual results to the designated individual for DHHS. This must be conducted at no additional charge to DHHS. Bidder must conduct this test at the appropriate time and describe how their approach will meet these requirements.
	[REDACTED]

[illegible]

	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]
OM-09	The bidder must describe its approach to use and integrate with DHHS JIRA infrastructure for the entire software development lifecycle. [REDACTED] [REDACTED] [REDACTED]



Gainwell Technologies LLC Response to the
**State of Nebraska Department of Health
and Human Services (DHHS)**

REQUEST FOR PROPOSAL SERVICES CONTRACT MEDICAID DRUG REBATE SYSTEM

Solicitation Number: 124528 ON

Solicitation Response: Technical Proposal

Required Samples

August 6, 2026, at 2:00 PM CDT

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Contents

Technical Response – Part II.....	3
Part II.c Requested Samples	3
Sample Training Plan (CDT-06)	3
Sample Project Management Plan (PMI-02)	9
Sample Project Work Plan (PMI-10)	17
Sample Excluded-Claims Report (IVM-06).....	20
Sample Claims Paid by Labeler / Quarter Report (IVM-40).....	21
Sample Total Amounts by Labeler / Quarter / Program Report (IVM-41)	22
Sample Outstanding Balances and PQAS Report (IVM-45).....	23
Sample Drug Rebate Deposits Report (IVM-46).....	24
Sample Quarterly File Processing Timeline Report (IVM-51)	26
Sample Drug Overpayment Report (IVM-56).....	27
Sample Disputed Encounter Claims Report (IVM-59)	28
Sample Audit Reports (SPC-09)	29

List of Tables

Table 1.	Sample Training Plan	4
Table 2.	Draft Training Plan	4
Table 3.	Audience Groups.....	5
Table 4.	Training Activity and Schedule	5
Table 5.	Roles and Responsibilities	6
Table 6.	Training Materials	8
Table 7.	Nebraska Medicaid Drug Rebate System Sample Project Management Plan...	9
Table 8.	Compliance Crosswalk.....	9
Table 9.	Governance and Roles.....	10
Table 10.	Communications Management Plan	10
Table 11.	Change Status Definitions	11
Table 12.	Minimum Approach to Quality Planning	12
Table 13.	Rating and Response Expectations	12
Table 14.	Issue Management.....	12
Table 15.	Defect Ticket Tracking.....	13
Table 16.	DRAP Record and Purpose	14
Table 17.	Monitoring Project and Service Performance	15
Table 18.	Approval Steps	16

List of Figures

Figure 1.	High-Level Work Plan.....	17
Figure 2.	Sample Excluded-Claims Report	20

Figure 3.	Sample Claims Paid by Labeler / Quarterly Report.....	21
Figure 4.	Sample Total Amounts by Labeler / Quarter / Program Report	22
Figure 5.	Sample Outstanding Balances and PQAS Report	23
Figure 6.	Sample Drug Rebate Deposits Report	24
Figure 7.	Sample Quarterly File Processing Timeline Report	26
Figure 8.	Sample Drug Overpayment Report	27
Figure 9.	Sample Disputed Encounter Claims Report.....	28

Technical Response – Part II

Part II.c Requested Samples

Nebraska Medicaid Drug Rebate System Sample Training Plan

[illegible]

1. Purpose and Plan Status

[illegible]

2. Training Approach and Scope

3. Audience Groups

[illegible]

4. Preliminary Training Activity and Schedule

[illegible]

5. Timeliness and Training Assurances

Age Group	Gender	Vaccinated (%)
18-24	Male	~10
	Female	~10
25-34	Male	~15
	Female	~15
35-44	Male	~25
	Female	~25
45-54	Male	~45
	Female	~45
55-64	Male	~65
	Female	~65
65-74	Male	~85
	Female	~85
75+	Male	~95
	Female	~95

6. Roles and Responsibilities

[illegible]

[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

7. Initial Implementation Training

[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

8. Post-Implementation Training

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

9. Languages and Translation Accuracy

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

10. Training Materials

[illegible]

11. Evaluation and Plan Finalization

Age Group	Percentage Vaccinated
18-24	85%
25-34	90%
35-44	92%
45-54	93%
55-64	94%
65-74	95%
75-84	94%
85+	85%

Sample Project Management Plan (PMI-02)

[illegible]

1. Executive Summary

[illegible]

[illegible]

2. Communications Management Plan

[illegible]

3. Change Management Plan

[REDACTED]	
[REDACTED]	
■	[REDACTED]
■	[REDACTED]
■	[REDACTED]
■	[REDACTED]
■	[REDACTED]
■	[REDACTED]
■	[REDACTED]
■	[REDACTED]
■	[REDACTED]
[REDACTED]	
[REDACTED]	
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

4. Staffing Management Plan

[REDACTED]	
[REDACTED]	
■	[REDACTED]
■	[REDACTED]
■	[REDACTED]
■	[REDACTED]
■	[REDACTED]
■	[REDACTED]
■	[REDACTED]
■	[REDACTED]

5. Quality Management Plan

[REDACTED]	
[REDACTED]	
[REDACTED]	

[illegible]

6. Risk Management Plan

95% of respondents believe that the U.S. should take action to address climate change. Of those who believe the U.S. should take action, 90% believe that the U.S. should take action to address climate change. The chart is divided into two sections: 'U.S. should take action' and 'U.S. should not take action'. The 'U.S. should take action' section is further divided into 'U.S. should take action to address climate change' and 'U.S. should not take action to address climate change'. The 'U.S. should not take action' section is further divided into 'U.S. should not take action to address climate change' and 'U.S. should take action to address climate change'.

7. Issue and Defect Management Plan

[illegible]

[illegible]

8. Deliverable Review and Approval Process (DRAP)

Service	Used (%)	Not Used (%)
Online banking	95	5
Mobile banking	85	15
Online bill payment	90	10
Online account opening	80	20
Online loan application	75	25
Online investment services	65	35
Online insurance services	60	40
Online credit card application	70	30
Online mortgage services	55	45
Online car rental services	50	50
Online travel services	45	55
Online car insurance services	40	60
Online life insurance services	35	65
Online health insurance services	30	70
Online pet insurance services	25	75
Online dental services	20	80
Online vision services	15	85
Online hearing services	10	90
Online eyeglasses services	5	95

[illegible]

9. Application Configuration and Maintenance Plan

Age Group	Gender	Vaccinated (%)
18-24	Male	~10
	Female	~10
25-34	Male	~15
	Female	~15
35-44	Male	~25
	Female	~25
45-54	Male	~40
	Female	~40
55-64	Male	~55
	Female	~55
65-74	Male	~75
	Female	~75
75+	Male	~85
	Female	~85

10. Scope Maintenance

[illegible]

11. Schedule Management Plan

[REDACTED]
 [REDACTED]
 [REDACTED]

[REDACTED]

12. Performance Management Plan

[REDACTED]

13. PMP Review, Approval, and Maintenance

[REDACTED]

[REDACTED]	
[REDACTED]	
[REDACTED]	
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	

Sample Project Work Plan (PMI-10)







Sample Excluded-Claims Report (IVM-06)

Sample Claims Paid by Labeler / Quarter Report (IVM-40)

[REDACTED]

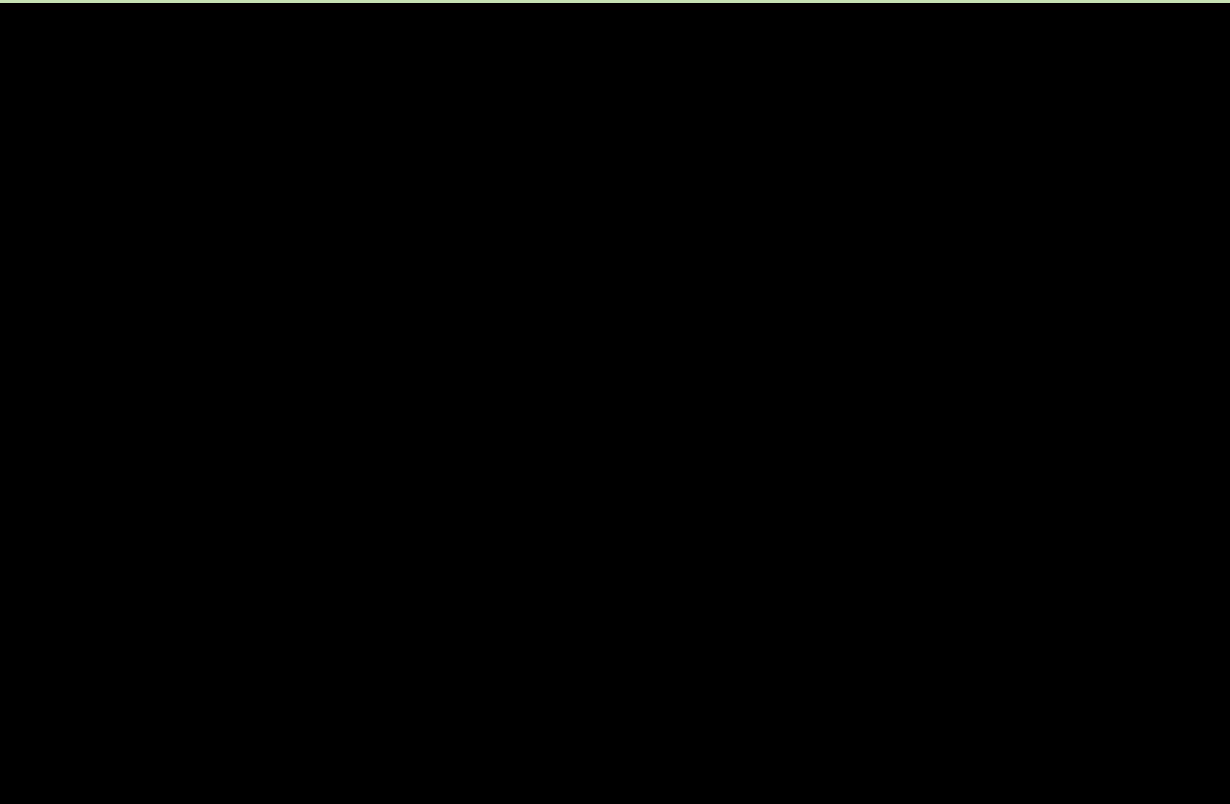
Sample Total Amounts by Labeler / Quarter / Program Report (IVM-41)

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Sample Outstanding Balances and PQAS Report (IVM-45)

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Sample Drug Rebate Deposits Report (IVM-46)





Sample Quarterly File Processing Timeline Report (IVM-51)

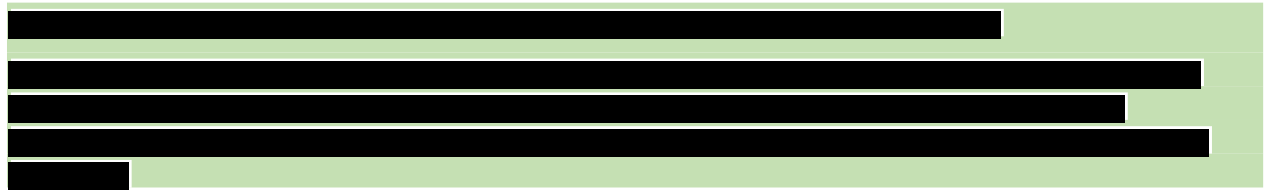
A large black rectangular redaction box covers the majority of the page content, leaving only the header and footer areas visible. The header area at the top contains two small black rectangular redaction boxes. The footer area at the bottom is a solid black horizontal bar.

Sample Drug Overpayment Report (IVM-56)

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Sample Disputed Encounter Claims Report (IVM-59)

Sample Audit Reports (SPC-09)



[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

NIST 800-53 Revision 5 Moderate Compliance Audit Report



September 12, 2025

SENSITIVE | DO NOT DISCLOSE

Prepared by:



Table of Contents

Executive Summary	9
Findings	9
Observations	13
Introduction	15
Purpose of the Assessment	15
Scope of the Report	15
Assessment Methodology	16
Report Structure	16
Compliance Overview	16
Understanding NIST 800-53	16
Relevance to an Organization	16
Moderate Baseline Controls	16
Compliance Objectives	17
Current Compliance Status	17
Access Controls (AC)	17
Assessment Findings	19
AC-1 Access Control Policy and Procedures Requirements (L) (M)	22
1.1 Purpose	22
1.2 Scope	22
1.3 Policy Statement	23
1.4 References	29
Awareness and Training (AT)	29
Assessment Findings	30
AT-1 Security Awareness and Training Policy and Procedures (L) (M)	30
2.1 Purpose	30
2.2 Scope	30
2.3 Policy Statement	31
2.4 References	31
Audit and Accountability (AU)	32
3.1 Purpose	32
3.2 Scope	32
3.3 Policy Statement	32
3.4 References	34
Audit and Accountability (AU)	35

Assessment Findings.....	36
AU-1 Audit and Accountability Policy and Procedures (L) (M)	38
3.5 Purpose	38
3.6 Scope	38
3.7 Policy Statement.....	38
3.8 References.....	41
Security Assessment, Authorization, and Monitoring (CA)	42
Assessment Findings.....	42
CA-1 Certification, Authorization, Security Assessment, and Monitoring Policy and Procedures (L) (M)	44
4.1 Purpose	44
4.2 Scope	44
4.3 Policy Statement.....	44
4.4 References.....	46
Configuration Management (CM)	46
Assessment Findings.....	47
CM-1 Configuration Management Policy and Procedures (L) (M)	50
5.1 Purpose	50
5.2 Scope	50
5.3 Policy Statement.....	50
5.4 References.....	54
Contingency Planning (CP).....	54
Assessment Findings.....	55
CP-1 Contingency Planning Policy and Procedures (L) (M)	56
6.1 Purpose	56
6.2 Scope	56
6.3 Policy Statement.....	57
6.4 References.....	59
Identification and Authentication (IA).....	60
Assessment Findings	61
IA-1 Identification and Authentication Policy and Procedures (L) (M)	63
7.1 Purpose	63
7.2 Scope	63
7.3 Policy Statement.....	63
7.4 References.....	66

Incident Response (IR)	66
Assessment Findings.....	67
IR-1 Incident Response Policy and Procedures (L) (M)	69
Incident Response (IR)	69
8.1 Purpose	69
8.2 Scope	69
8.3 Policy Statement.....	69
8.4 References.....	72
MA-1 System Maintenance Policy and Procedures (L) (M).....	72
Assessment Findings.....	73
MA-1 System Maintenance Policy and Procedures (L) (M)	74
9.1 Purpose	74
9.2 Scope	74
9.3 Policy Statement.....	74
9.4 References.....	76
Media Protection (MP)	76
Assessment Findings.....	77
MP-1 Media Protection Policy and Procedures (L) (M).....	78
10.1 Purpose	78
10.2 Scope	78
10.3 Policy Statement.....	79
10.4 References.....	82
Physical & Environmental Protection (PE)	82
Assessment Findings.....	84
PE-1 Physical and Environmental Protection Policy and Procedures (L) (M)	87
11.1 Purpose	87
11.2 Scope	87
11.3 Policy Statement.....	87
11.4 References.....	91
Planning (PL).....	91
Assessment Findings.....	92
PL-1 Security Planning Policy and Procedures (L) (M)	93
12.1 Purpose	93
12.2 Scope	93
12.3 Policy Statement.....	93

12.4	References.....	95
	Program Management (PM)	96
	Assessment Findings.....	99
	PM-1 Information Security Program Plan (L) (M) (H).....	108
	Personnel Security (PS)	108
	Assessment Findings.....	108
	PS-1 Personnel Security Policy and Procedures (L) (M).....	110
13.1	Purpose	110
13.2	Scope.....	111
13.3	Policy Statement.....	111
13.4	References.....	114
	Personally Identifiable Information Processing and Transparency (PT)	114
	Assessment Findings	115
	PT-1 Personally Identifiable Information Processing and Transparency Policy and Procedures (L) (M) (H)	117
	Risk Assessment (RA)	117
	Assessment Findings	118
	RA-1 Risk Assessment Policy and Procedures (L) (M)	120
14.1	Purpose	120
14.2	Scope	120
14.3	Policy Statement	120
14.4	References.....	122
	System and Services Acquisition (SA)	122
	Assessment Findings.....	123
	SA-1 System and Services Acquisition Policy and Procedures (L) (M)	127
15.1	Purpose.....	127
15.2	Scope	127
15.3	Policy Statement	127
15.4	References.....	134
	Systems and Communications Protection (SC)	134
	Assessment Findings.....	136
	SC-1 System and Communications Protection Policy and Procedures (L) (M).....	140
16.1	Purpose	140
16.2	Scope	140
16.3	Policy Statement	141

16.4	References	144
System and Information Integrity (SI)		144
Assessment Findings.....		145
SI-1 System and Information Integrity Policy and Procedures (L) (M)		147
17.1	Purpose	147
17.2	Scope	147
17.3	Policy Statement	147
17.4	References	154
Supply Chain Risk Management (SR)		154
Assessment Findings.....		155
SR-1 Supply Chain Risk Management Policy and Procedures (L) (M)		157
18.1	Purpose	157
18.2	Scope	157
18.3	Policy Statement.....	158
18.4	References	160
Other SPP Sections Outside of NIST 800-53.....		161
Acceptable Use Policy		161
19.1	Purpose	161
19.2	Scope	161
19.3	Policy Statement.....	161
19.4	References.....	165
Use and Disclosure of Protected Health Information.....		165
20.1	Purpose	165
20.2	Scope	165
20.3	Policy Statement.....	165
20.4	References.....	166
Access to Records		166
21.1	Purpose	166
21.2	Scope	166
21.3	Policy Statement.....	167
21.4	References.....	167
Gainwell Individual Rights Under HIPAA Policy Amendment of Protected Health Information.....		167
22.1	Purpose	167
22.2	Scope	167
22.3	Policy Statement.....	168

22.4	Reference	168
Accounting of Disclosures of Protected Health Information		168
23.1	Purpose	168
23.2	Scope	168
23.3	Policy Statement.....	168
23.4	References.....	169
Notice of Privacy Practices		169
24.1	Purpose	169
24.2	Scope	169
24.3	Policy Statement.....	169
24.4	References.....	170
Uses and Disclosures of Protected Health Information to Business Associates.....		171
25.1	Purpose	171
25.2	Scope	171
25.3	Policy Statement.....	171
25.4	References.....	172
Administrative, Technical, and Physical Safeguards.....		172
26.1	Purpose	172
26.2	Purpose	172
26.3	Policy Statement.....	172
26.4	Reference	175
Minimum Necessary		175
27.1	Purpose	175
27.2	Scope	175
27.3	Policy Statement.....	175
27.4	References.....	176
De-Identification of PHI.....		176
28.1	Purpose	176
28.2	Scope	177
28.3	Policy Statement.....	177
28.4	References.....	179
Breach Notification and Mitigation		179
29.1	Purpose	179
29.2	Scope	179
29.3	Policy Statement.....	179

29.4	References	182
	Documentation Requirements	182
30.1	Purpose	182
30.2	Scope	182
30.3	Policy Statement	183
30.4	References	183
	Policy Compliance and Enforcement, Procedures, Exception and Variance, Dissemination, Roles and Responsibilities, Definitions and Review	183
31.1	Compliance and Enforcement	183
31.2	Procedures	183
31.3	Dissemination	183
31.4	Exceptions and Variances	183
31.5	Review	183
31.6	Roles and Responsibilities.....	184
31.7	Definitions	187
31.8	Reference	188
	Appendices.....	189
	Appendix A – List of Reviewed Evidence	189
	Appendix B – Installed Applications Audit.....	199
	Appendix C – Local Policy Audit Variance	201
	Appendix D – Installed Applications.....	205
	Appendix E – Local Security Policy.....	312
	Appendix F – Local Security Policy Settings.....	344
	Appendix G – Insecure Protocols Detected.....	352
	Appendix H – Insecure Services Detected.....	352
	Appendix I – EDMS System Security Plan	355



Gainwell Technologies LLC Response to the
**State of Nebraska Department of Health
and Human Services (DHHS)**

REQUEST FOR PROPOSAL SERVICES CONTRACT MEDICAID DRUG REBATE SYSTEM

Solicitation Number: 124528 ON

Solicitation Response: Technical Proposal

Narratives Requested in Section V

August 6, 2026, at 2:00 PM CDT

gainwell

Contents

1	TECHNICAL RESPONSE	1
	Technical Response – Part II	1
	Part II.a Attachment A – MDR Functional Requirements	1
	Attachment A – MDR Functional Requirements Executive Summaries	1
	Part II.c Requested Samples	4
	Part II.b Attachment B – MDR Technical Requirements	4
	Attachment B – MDR Technical Requirements Executive Summaries	4
	Part II.d Section V Narratives	5
	V.B MINIMUM QUALIFICATIONS FOR EVALUATION	6
	V.D PROJECT REQUIREMENTS	11
	V.D.1 Team Coordination	11
	V.D.2 Project Initiation and Planning	13
	V.D.3 REQUIREMENTS VALIDATION WITH DEMONSTRATION	28
	V.D.4 DESIGN AND CONFIGURATION	30
	V.D.5 DEVELOPMENT AND TESTING	41
	V.D.6 DATA/FILE CONVERSION AND MIGRATION PLAN	52
	V.D.7 Training	62
	V.D.8 PRE-IMPLEMENTATION	69
	V.D.9 IMPLEMENTATION	78
	V.D.10.a Coordinate and Facilitate a Post-Implementation Review Teleconference Meeting	87
	V.D.11 MAINTENANCE, OPERATIONS AND SUPPORT	92
	V.D.12 TURNOVER PHASE	96
	V.E BUSINESS REQUIREMENTS	98
	V.E.1 Operations Requirements	100
	V.F TECHNICAL REQUIREMENTS	107
	V.G CMS CERTIFICATION REQUIREMENTS	107
	V.G.1 CMS Certification Requirements	107
	V.H PROJECT PLANNING AND MANAGEMENT	127
	V.H.1 Work Plan	129
	V.H.2 Project Timeline	132
	V.H.3 Project Management	136
	V.I DELIVERABLES AND DUE DATES	141
	V.I.1 Implementation Deliverables	145
	V.I.2 Operational Deliverables	159
	V.I.3 Due Dates and/or Completion	168

List of Tables

Table 1.	Gainwell CMS-certified Pharmacy and Drug Rebate Modules	9
Table 2.	Gainwell's Ability to Meet Section G – CMS Requirements	9
Table 3.	Planning Deliverables, Outputs, Acceptance Criteria, and Approval Authority	13
Table 4.	CMS-aligned Practices	108

Table 5.	Nebraska MDR Integrated Work Plan Phases and Acceptance Gates	129
Table 6.	Nebraska MDR Project Timeline	133
Table 7.	Deliverable Governance and Acceptance Controls.....	143
Table 8.	Nebraska MDR Master Deliverables Matrix	144
Table 9.	Gainwell Customer Support Management and Staffing Model	165
Table 10.	Gainwell Ongoing Training Management and Staffing Structure	167
Table 11.	Deliverable Schedule Management Approach	168
Table 12.	Compliance with Required Project Timeframes	169

List of Figures

Figure 1.	Objectives of the CMS PBM Certification Process	111
Figure 2.	Key PBM Certification Phases and Activities	111
Figure 3.	Nebraska MDR 12-month DDI and CMS Certification Timeline	135
Figure 4.	Gainwell Deliverable Definition, Submission, Review, and Approval Process	143
Figure 5.	Five-Milestone Acceptance and Payment Framework	147

1 TECHNICAL RESPONSE

Technical Response – Part II

RFP Reference: VI.2 TECHNICAL RESPONSE, p. 54

The bidder is to submit separate files for each of the following items indicated:

- a. Completed Attachment A – MDR Functional Requirements
- b. Completed Attachment B – MDR Technical Requirements
- c. Requested samples
- d. Narratives Requested in Section V

Note (For each section in the attachments, provide a brief executive summary of the proposed approach to satisfy all requirements within the respective requirements section. Respond to all requirements detailed in the attachments, unless noted. Failure to respond to a specific requirement, unless noted, may be the basis for elimination from consideration during the State's comparative evaluation.)

Part II.a Attachment A – MDR Functional Requirements

The Attachment A – Functional Requirements form may be found in a separate file **124528 ON Gainwell Technologies File 2 of 7_Attachment A**. The following summaries of Gainwell's proposed approach to satisfy all requirements within the respective requirements section. Each summary provides the narrative context and demonstrates Gainwell's understanding, methodology, and compliance strategy for the corresponding functional area, while the completed Attachment A form captures our line-by-line responses to every individual requirement. Together, these components provide the State with a complete, traceable view of how Gainwell will meet or exceed each functional requirement identified in the RFP.

Attachment A – MDR Functional Requirements Executive Summaries

Invoice Management (IVM)

Gainwell's approach to satisfying the Invoice Management requirements leverages Gainwell's a comprehensive, CMS-compliant platform purpose-built to manage the complete MDR invoicing lifecycle — supplemented by proven MDR operational processes and Nebraska-specific configuration completed during DDI.

To satisfy each IVM requirement, Gainwell applies pre-configured invoicing engine to automate invoice generation, rebate calculations, claim validation, prior period adjustments, manufacturer communications, dispute management, reporting, and federal file exchanges, while maintaining complete auditability and regulatory compliance. Our approach supports fee-for-service and managed care rebate processing, physician-administered drugs, configurable business rules, robust claims selection and exclusion capabilities, automated interest calculations, comprehensive reporting, and secure electronic collaboration through the PRIMS Connect manufacturer portal. We will integrate PRIMS with CMS, DHHS, MMIS, IQVIA, and other enterprise systems to improve operational efficiency, reduce manual effort, and strengthen program integrity.

Where Nebraska-specific interfaces or reporting formats require configuration, Gainwell will collaborate with DHHS during DDI to finalize specifications and deliver a solution aligned with State business requirements while leveraging standard PRIMS functionality whenever possible.

Gainwell's line-by-line responses to each Invoice Management technical requirement are provided in the Attachment B – MDR Technical Requirements form, which immediately follows this section.

Accounting (ACC)

Gainwell's approach to satisfying the Accounting requirements applies fully integrated accounts receivable and financial management capability, combined with disciplined MDR financial operations processes, to deliver accurate tracking, reconciliation, allocation, reporting, and audit of all MDR financial transactions.

To satisfy each ACC requirement, Gainwell manages invoice balances, payments, credits, adjustments, interest, dispute activity, and federal reporting at the manufacturer, invoice, and NDC levels. Our approach automates reconciliation of Prior Quarter Adjustment Statements (PQAS), Reconciliation of State Invoices (ROSIs), payment posting, accounts receivable management, and CMS-64 reporting to improve financial accuracy while providing DHHS with comprehensive visibility into rebate collections and outstanding receivables. Robust audit trails and configurable financial reports will be applied to support regulatory compliance, operational oversight, and financial accountability throughout the contract period.

Gainwell's line-by-line responses to each Accounting technical requirement are provided in the Attachment B – MDR Technical Requirements form, which immediately follows this section.

Customer Support, Documentation, and Training (CDT)

Gainwell's approach to satisfying the Customer Support, Documentation, and Training requirements combines a dedicated MDR operations team with PRIMIS' built-in documentation and training capabilities to deliver comprehensive customer support, operational assistance, documentation, and training services throughout implementation and operations.

To satisfy each CDT requirement, our experienced MDR operations team will support DHHS staff, manufacturers, CMS, and business partners through dedicated account management, technical assistance, training, and ongoing operational support. PRIMIS provides extensive online help, searchable documentation, user guides, system documentation, reporting guides, context-sensitive help, and accessible training materials. Gainwell's structured training program includes instructor-led training, self-paced learning, train-the-trainer sessions, ongoing refresher training, and comprehensive documentation to ensure successful adoption and long-term operational success.

Documentation is maintained under formal version control and updated with every system enhancement, ensuring users always have access to current information.

Gainwell's line-by-line responses to each Customer Support, Documentation, and Training technical requirement are provided in the Attachment B – MDR Technical Requirements form, which immediately follows this section.

Staffing and Resource (SAR)

Gainwell's approach to satisfying the Customer Support, Documentation, and Training requirements combines a dedicated MDR operations team with built-in documentation and training capabilities to deliver comprehensive customer support, operational assistance, documentation, and training services throughout implementation and operations.

To satisfy each CDT requirement, our experienced MDR operations team will support DHHS staff, manufacturers, CMS, and business partners through dedicated account management, technical assistance, training, and ongoing operational support. Gainwell's Rx Drug Rebate solution provides extensive online help, searchable documentation, user guides, system

documentation, reporting guides, context-sensitive help, and accessible training materials. Gainwell's structured training program includes instructor-led training, self-paced learning, train-the-trainer sessions, ongoing refresher training, and comprehensive documentation to ensure successful adoption and long-term operational success.

Documentation is maintained under formal version control and updated with every system enhancement, ensuring users always have access to current information.

Gainwell's line-by-line responses to each Customer Support, Documentation, and Training technical requirement are provided in the Attachment B – MDR Technical Requirements form, which immediately follows this section.

Turnover and Contract Closeout (TCC)

Gainwell's approach to satisfying the Turnover and Contract Closeout requirements applies a structured turnover methodology built into the solution to support orderly transition of system operations, documentation, historical data, and knowledge to DHHS or a successor vendor at contract completion.

To satisfy each TCC requirement, Gainwell will execute a comprehensive Turnover Plan that includes knowledge transfer, data migration support, documentation handoff, technical consultation, and transition assistance beginning no later than 180 days before contract completion. We will collaborate closely with DHHS to minimize operational disruption while ensuring complete transfer of system knowledge, historical information, and supporting documentation — recognizing that successful contract transition is a critical component of long-term program continuity.

Gainwell's line-by-line responses to each Turnover and Contract Closeout technical requirement are provided in the Attachment B – MDR Technical Requirements form, which immediately follows this section.

Project Management and Implementation (PMI)

Gainwell's approach to satisfying the Project Management and Implementation requirements employs a disciplined project management methodology based on Project Management Institute (PMI) best practices combined with Agile delivery techniques to successfully implement the Nebraska MDR solution. Our methodology emphasizes collaboration, transparency, proactive risk management, quality assurance, and continuous communication throughout every phase of the project.

To satisfy each PMI requirement, our implementation approach includes comprehensive project planning, governance, requirements management, testing, configuration management, change control, data conversion, training, performance monitoring, CMS certification support, and operational readiness activities. Standardized project management artifacts — including the Project Management Plan, Project Work Plan, Risk Management Plan, Communications Plan, Test Management Plan, Integration Plan, and Performance Management Plan — provide DHHS with complete visibility into project progress and ensure successful delivery of all contractual requirements.

Gainwell's experienced project team will work collaboratively with DHHS stakeholders to deliver a modern, secure, CMS-certified MDR solution that improves operational efficiency, strengthens compliance, and supports Nebraska's long-term Medicaid program objectives.

Gainwell's line-by-line responses to each Project Management and Implementation technical requirement are provided in the Attachment B – MDR Technical Requirements form, which immediately follows this section.

Part II.c Requested Samples

The requested samples are in the separate file 124528 ON Gainwell Technologies File 4 of 7_Samples

Part II.b Attachment B – MDR Technical Requirements

The Attachment B – MDR Technical Requirements form may be in a separate file **124528 ON Gainwell Technologies File 3 of 7_Attachment B**. The following summaries of Gainwell's proposed approach to satisfy all requirements within the respective requirements section. The Attachment B – MDR Technical Requirements form immediately follows the summaries of Gainwell's proposed approach to satisfy all requirements within the respective requirements section. Each summary provides the narrative context and demonstrates Gainwell's understanding, technical methodology, and compliance strategy for the corresponding MDR technical area, while the completed Attachment B form captures our line-by-line responses to every individual technical requirement. Together, these components provide the State with a complete, traceable view of how Gainwell will meet or exceed each MDR technical requirement identified in the RFP.

Attachment B – MDR Technical Requirements Executive Summaries

Architecture

Gainwell's approach to satisfying the Architecture requirements leverages a secure, cloud-based Software-as-a-Service (SaaS) solution purpose-built to support modern MDR operations on a scalable, highly available architecture that incorporates industry best practices for cloud hosting, application design, security, data management, and interoperability.

To satisfy each Architecture requirement, Gainwell will deploy PRIMS with configurable environments supporting development, testing, training, and production while maintaining strict separation of data and operational activities. Our architecture will support secure integration with CMS, DHHS, MMIS, MES, and external business partners using industry-standard protocols and APIs. To support long-term operational growth, we will apply proven cloud design patterns that deliver high availability, disaster recovery capabilities, comprehensive monitoring, accessibility compliance, and flexible configuration — minimizing custom development while satisfying Nebraska's unique business requirements.

Gainwell's line-by-line responses to each Architecture technical requirement are provided in the Attachment B – MDR Technical Requirements form, which immediately follows this section.

Data Management

Gainwell's approach to satisfying the Data Management requirements applies PRIMS' comprehensive data management framework, combined with Gainwell's proven data governance and conversion methodology, to ensure the integrity, security, availability, and lifecycle management of all MDR information.

To satisfy each Data Management requirement, Gainwell will execute secure data conversion, migration, integration, validation, retention, and disposal processes that comply with applicable federal and State standards. Our approach uses industry-standard interfaces to support secure import and export of structured data using XML, JSON, CSV, REST APIs, web services, and healthcare interoperability standards where applicable. Data encryption, validation, reconciliation, auditability, retention, and secure destruction processes are integrated throughout the solution to protect sensitive Medicaid information and support ongoing operational and regulatory requirements. Gainwell's proven data conversion methodology and

Gainwell's line-by-line responses to each Data Management technical requirement are provided in the Attachment B – MDR Technical Requirements form, which immediately follows this section.

Security, Privacy, and Compliance

Gainwell's approach to satisfying the Security, Privacy, and Compliance requirements applies our enterprise security program and PRIMIS' defense-in-depth security architecture to protect Medicaid information and support continuous regulatory compliance. Security capabilities are integrated throughout the solution using industry-leading technologies, established operational processes, and recognized security frameworks.

To satisfy each Security, Privacy, and Compliance requirement, Gainwell will configure PRIMIS to comply with HIPAA, HITECH, NIST, DHHS Information Technology Security Policies, Nebraska Information Technology Commission (NITC) Standards, Section 508 accessibility requirements, electronic signature requirements, and other applicable federal and State regulations. Our approach applies comprehensive identity and access management, role-based security, encryption, audit logging, vulnerability management, continuous monitoring, penetration testing, independent security assessments, and incident response processes — working together to safeguard confidential information while supporting Nebraska's operational and compliance objectives.

Gainwell's line-by-line responses to each Security, Privacy, and Compliance technical requirement are provided in the Attachment B – MDR Technical Requirements form, which immediately follows this section.

Operations Management

Gainwell's approach to satisfying the Operations Management requirements delivers a mature operational support model that combines proven IT service management practices, proactive system monitoring, business continuity planning, disaster recovery, software maintenance, and customer support to ensure reliable, secure, and efficient MDR operations.

To satisfy each Operations Management requirement, Gainwell will apply PRIMIS' comprehensive operational management capabilities through structured maintenance processes, incident management, release management, testing, technical documentation, disaster recovery planning, and continuous performance monitoring. Our operational framework includes annual disaster recovery testing, business continuity planning, service management, and ongoing collaboration with DHHS to maintain system availability, improve operational efficiency, and support future program enhancements. The operational approach is designed to minimize service disruptions while ensuring long-term stability, security, and regulatory compliance throughout the contract lifecycle.

Gainwell's line-by-line responses to each Operations Management technical requirement are provided in the Attachment B – MDR Technical Requirements form, which immediately follows this section.

Part II.d Section V Narratives

RFP Reference: V Project Description and Scope of Work, pp. 26–51

The Nebraska DHHS seeks a modern, secure, and highly efficient MDR solution to replace its legacy, state-developed system and support the evolving needs of the MDR program. Gainwell understands the importance of this initiative and the opportunity it presents to improve operational efficiency, strengthen collaboration with drug manufacturers and labelers, and provide a scalable platform that supports future program growth.

Gainwell will deliver a configurable, cloud-based MDR solution designed to automate and streamline rebate administration processes while improving transparency, data accessibility, and user experience for both Nebraska staff and external stakeholders. The Gainwell Rx Drug Rebate solution replaces manual and labor-intensive activities with automated workflows, integrated data exchanges, and self-service capabilities that simplify rebate processing, documentation management, invoicing, dispute resolution, and reporting.

Gainwell offers unmatched Medicaid pharmacy and rebate longevity.

Our implementation approach emphasizes close collaboration with Nebraska DHHS throughout project planning, configuration, testing, operational readiness, and transition activities. We will document and implement all required configuration items, conduct comprehensive testing in accordance with the approved project schedule, and complete operational readiness activities before production deployment. Gainwell will work closely with DHHS staff and designated stakeholders to develop, collect, and maintain all CMS certification artifacts, evidence, outcomes, and metrics required for certification review and approval.

Following implementation, Gainwell will provide ongoing operational services supported by mature processes, documented procedures, performance monitoring, and continuous reporting. Monthly performance standard management reports will provide visibility into service-level performance, operational results, compliance metrics, and corrective actions when needed. This disciplined operational framework supports accountability, transparency, and continuous improvement throughout the life of the contract.

Drawing on decades of Medicaid pharmacy and drug rebate experience, Gainwell offers Nebraska a low-risk modernization path backed by proven implementation methodologies, established operational practices, and extensive experience supporting Medicaid pharmacy and rebate programs nationwide. Our approach aligns fully with the functional, technical, integration, performance, and CMS certification requirements outlined in Attachments A through E and positions Nebraska for a successful transition to a modern MDR solution.

V.B MINIMUM QUALIFICATIONS FOR EVALUATION

RFP Reference: V.B Minimum Qualifications for Evaluation, pp. 26–27

The State of Nebraska, Department of Health and Human Services (DHHS), Medicaid and Long-Term Care 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 and/or capabilities listed herein, your company is advised not to 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. Failure to address 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:

1. Bidder shall provide evidence of a minimum of ten (10) years' experience in the design, testing, data/file conversion and migration, operational readiness and certification of a Drug Rebate System similar to the scope of this RFP.
2. Bidder shall provide a minimum list of three clients utilizing similar operations and customer support requirements of a Drug Rebate System similar to the scope of this RFP.

3. Bidder shall confirm that all data, systems, and environments associated with this RFP will be located, stored, and managed within the United States. No data shall be transferred, processed, or stored outside the U.S. jurisdiction.
4. Bidder shall provide evidence of at least one (1) project that achieved CMS certification within the last ten (10) years.

Gainwell confirms that it has read, understands, and meets the Minimum Qualifications for Evaluation in Section V.B. of the RFP.

Gainwell brings the depth, scale, and operational maturity Nebraska needs for an MDR system partner. In fact, we have supported the West Virginia Drug Rebate Program with our solution for more than 20 years, with direct operations services since 2014. This builds on our more than half a century of experience in Medicaid and health and human services. Our industry-leading Medicaid experience aligns directly with the work contemplated for DHHS' MDR system. Further, Gainwell has been invoicing federal, supplemental, and state-specific rebates since the inception of the MDR Program more than 30 years ago.

With our longstanding experience delivering Medicaid pharmacy and drug rebate services, Gainwell's Rx Drug Rebate solution closely aligns with the scope of this procurement, which encompasses more than 45 years of pharmacy experience in design, testing, data/file conversion and migration, operational readiness, and certification. At the core of this experience is a full administration capability for a Medicaid Pharmacy Drug Rebate Solution that promotes a fully digital, paperless drug rebate process; operates in accordance with federal requirements; conforms to MITA Manage Drug Rebate functions; and provides an end-to-end solution that maximizes collections for both state supplemental and federal rebate programs using pharmacy and medical claim data while minimizing manufacturer appeals.

Relevant Experience

- Gainwell Rx solutions currently support pharmacy programs in 20 states and territories.
- Extensive experience designing, implementing, and supporting MDR solutions.

Gainwell's design experience is strengthened by a configurable, rules-based approach that can be adapted to state-specific policy and operational requirements. System configuration activities leverage the Gainwell Rx rules-based COTS platform so that policy, pricing, prescription drug list (PDL), prior authorization (PA), State Medicaid Agency Contract (SMAC), coordination of benefits (COB), Centers for Medicare & Medicaid Services (CMS) rebate files, and labeler files can be configured through business rules rather than custom code, supporting rapid iteration and early validation.

Similar Project Experience

Gainwell currently provides pharmacy benefit administration and Drug Rebate services that align with the requirements of the Nebraska DHHS MDR system. Our experience includes comprehensive Drug Rebate operations for multiple state Medicaid programs, including invoicing, payment posting, dispute management, reporting, and operational support.

This is as follows:

Proven, Operating Drug Rebate References
Live, referenceable programs — not a promise on paper.

CMS Project Certification Experience

Gainwell addresses CMS Certification Requirements through a structured, repeatable certification framework aligned with the CMS SMC methodology, supported by a dedicated Certification Practice with extensive experience in achieving certification outcomes for MES. This approach combines disciplined project governance, comprehensive documentation management, and proactive engagement with DHHS and CMS stakeholders to support timely and successful certification.

[REDACTED]
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 [REDACTED]
 [REDACTED]

Table 1. Gainwell CMS-certified Pharmacy and Drug Rebate Modules

Project	Certification Date	Process	Certification Status
[REDACTED] [REDACTED] [REDACTED]	[REDACTED]	[REDACTED]	Certified to Day 1 of operations
[REDACTED]	[REDACTED]	[REDACTED]	Certified to Day 1 of operations
[REDACTED]	[REDACTED]	[REDACTED]	Certified to Day 1 of operations
[REDACTED]	[REDACTED]	[REDACTED]	Certified to Day 1 of operations
[REDACTED]	[REDACTED]	[REDACTED] [REDACTED] [REDACTED]	Certified to Day 1 of operations
[REDACTED] [REDACTED]	[REDACTED]	[REDACTED]	Certified to Day 1 of operations

The following table highlights Gainwell's ability to meet the requirements listed in Section G – CMS Requirements of the RFP.

Table 2. Gainwell's Ability to Meet Section G – CMS Requirements

[illegible]

[illegible]

Requirements	Ability to Meet or Exceed

V.D PROJECT REQUIREMENTS

RFP Reference: V.D Project Requirements, pp. 27–41

On-site presence is not required for all meetings. Advanced notice for any on-site meetings will be communicated and scheduled with Account Manager and DHHS staff. All costs related to travel must be incorporated into the Cost Sheet, no separate reimbursements will be made for on-site visits.

Gainwell has read, acknowledges, and will meet the requirements in RFP Section V.D Project Requirements. Gainwell delivers project requirements through a disciplined implementation and operations model built on a mature PMO, PMBOK-aligned methods, and structured governance. Working closely with DHHS and designated stakeholders, we emphasize transparency, communication, and coordination from kickoff through steady-state operations, supported by standardized artifacts, clear meeting outputs, and repeatable processes.

Gainwell proposes onsite participation where it adds the greatest value — such as the onsite project kickoff and other critical milestones — though onsite presence is not required for all meetings. For planned onsite sessions, Gainwell will coordinate scheduling in advance with the account manager and DHHS staff, and travel-related costs will be included in the Cost Sheet.

V.D.1 Team Coordination

RFP Reference: V.D.1 Team Coordination, pp. 27–28

Gainwell uses team coordination to establish a shared understanding, clear ownership, and efficient decision-making at the outset of the engagement. Our coordination model brings together Gainwell project leadership, key personnel, and DHHS stakeholders through structured kick-off activities, documented action items, and a collaborative project repository so that roles, responsibilities, timelines, and deliverable expectations remain visible and aligned throughout implementation. This approach leverages rebate, quality, and technical support to maintain continuity across workstreams.

V.D.1.a Leadership Kick-off Meeting (Virtual)

RFP Reference: V.D.1.a Leadership Kick-off Meeting (Virtual), p. 27

Plan and conduct an executive kick-off meeting that includes vendor project leadership and all staff in key roles assigned to project, DHHS staff, and additional technical advisors as needed. Meeting should focus on introductions of staff, roles, and/or any teamwork groups assigned to project deliverables. Incorporate high level overview of the project scope, implementation, timelines and deliverables.

Action item for Project Kick-off Meeting is discussion on development of Formal Project Presentation. Format can be PowerPoint or written and shall be provided to DHHS staff for review and approval five (5) business days prior to the Project Kick-off meeting. Presentation must incorporate an understanding of the project, overview of the approach, methods, and timelines for entire project.

Vendor will provide detailed summary of executive meeting minutes to DHHS within two (2) business days.

[REDACTED]

V.D.1.b Project Kick-off Meeting (On-Site)

RFP Reference: V.D.1.b Project Kick-off Meeting (On-Site), pp. 27–28

Coordinate and facilitate an on-site Kickoff meeting no later than two (2) weeks after contract execution. Vendor presentation should cover intricate details for project initiation, planning, design/configuration, development/testing, execution, testing, data conversion/migration and training. Post presentation discussion will cover collaboration efforts for successful project assignments, timelines and budget expectations.

[REDACTED]

[illegible]

V.D.2.a Master Project Plan (Work Breakdown Structure (WBS))

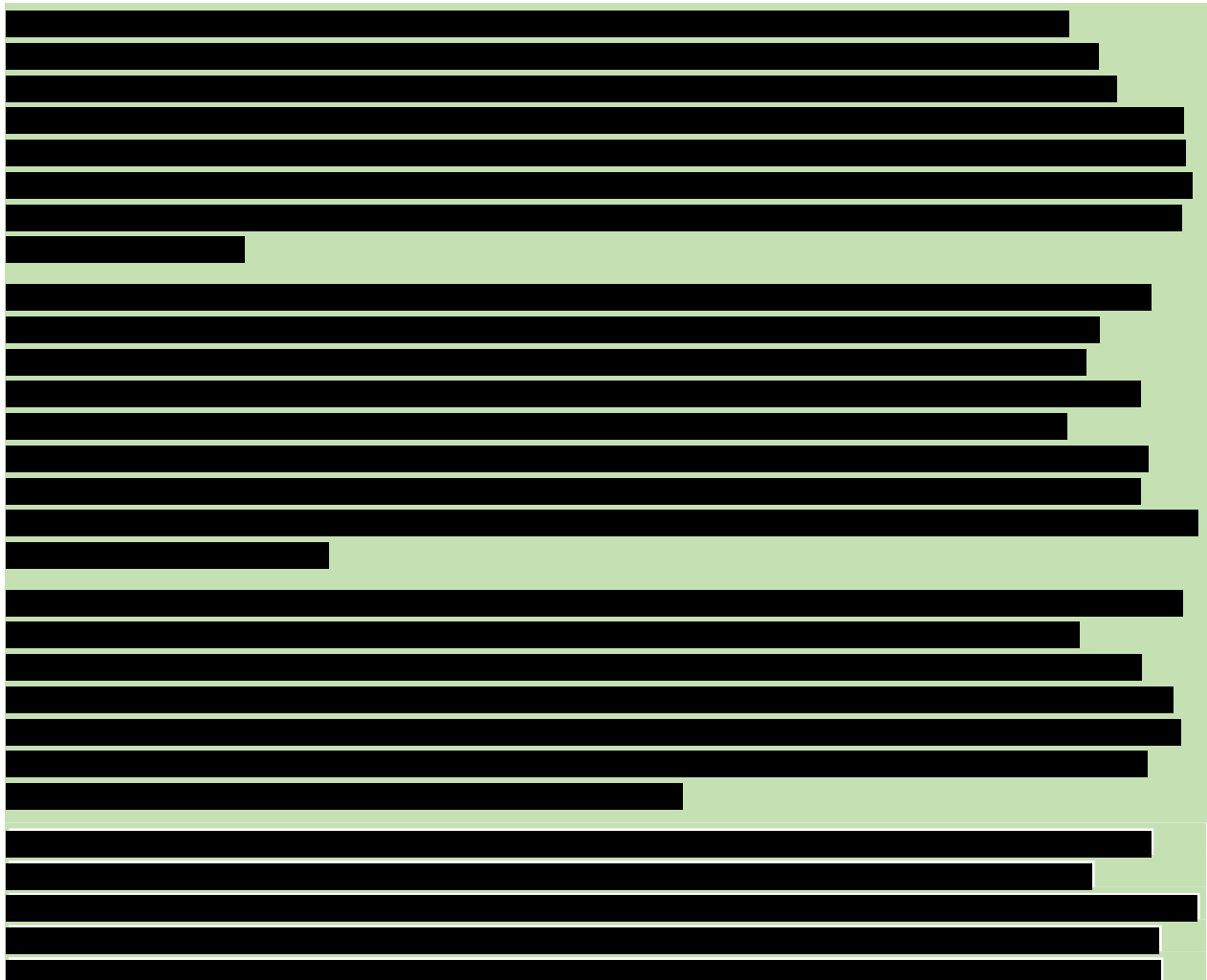
RFP Reference: V.D.2.a Develop a Detailed Project Plan (Work Breakdown Structure (WBS), p. 28

a. Develop a Detailed Project Plan (Work Breakdown Structure (WBS))

Provide detailed and comprehensive Master Project Plan WBS for review and approval no later than three (3) weeks after the Kickoff. Must include Integrated Master Project Schedule based on the Master Project Plan.

The Integrated Master Project Schedule shall identify:

- i. All of the activities and tasks required to implement the MDR Project (to the extent Vendor can identify all such tasks and activities).
- ii. The work breakdown structure.
- iii. Team identification for each task/activity, role assignments by title.
- iv. All dependencies, sub-tasks, successors & predecessors.
- v. Timeline must detail start and end dates for task/activity completion.
- vi. Estimated hours for each task & sub-task (including key tasks and dependencies)
- vii. Discuss any tasks in "critical path" of project that may cause delays based on expertise and estimated impact to the overall project schedule.





V.D.2.b Develop a Project Management Plan

RFP Reference: V.D.2.b Develop a Project Management Plan, p. 28

b. Develop a Project Management Plan

Provide detailed and comprehensive Project Management Plan for review and approval no later than three (3) weeks after the Kickoff.

The Project Management Plan shall at minimum include the following components:

- i. Executive Summary
- ii. Risk/Issue Management
- iii. Deliverable Management
- iv. Communication Management
- v. Staffing Management
- vi. Change Management
- vii. Quality Management
- viii. Scope Management
- ix. Schedule Management
- x. Performance Management

Gainwell develops and maintains a comprehensive PMP that governs how the Nebraska MDR implementation is executed, monitored, controlled, and reported. We submit the PMP for DHHS review and approval no later than three weeks after kickoff, and we maintain it as a living management document throughout implementation. Our PMP is aligned to an industry-recognized project management methodology and is supported by Gainwell's PMO, standard templates, checklists, governance practices, and project controls.

The PMP addresses each required management component and includes an executive summary. In addition, Gainwell incorporates the related management disciplines Nebraska requires elsewhere in Attachment A, including project governance, project status reporting, work plan maintenance, deliverable development controls, and the use of DHHS' project repository for project documentation and deliverables. This integrated structure gives DHHS a single governing plan for how Gainwell manages the project end to end.

Gainwell's PMP also establishes the project operating rhythm. The plan defines governance bodies, decision-making paths, reporting cadences, review cycles, escalation paths, document controls, and the methods Gainwell uses to coordinate work across business, operational, technical, and certification stakeholders. We use the PMP to align Gainwell and DHHS on how work is initiated, tracked, reviewed, approved, and transitioned from one phase to the next, with

a particular focus on transparency, traceability, and accountability across all project workstreams.

The PMP addresses Nebraska's expectation that the vendor maintain a defect ticket-tracking capability and provide phone and email support related to defect reporting and management. Gainwell's project management and support framework ties project controls, testing, defect tracking, status reporting, and repository management together so DHHS has direct visibility into the health of the project and the status of open items. This approach supports consistent oversight during design, development, testing, pre-implementation, go-live, and post-implementation activities.

The primary output of this activity is the PMP. The PMP includes project governance, deliverable management, communication management, staffing management, change management, quality management, scope management, schedule management, performance management, status reporting, and project controls. Acceptance occurs following DHHS review and approval confirming that all required management disciplines, reporting structures, governance processes, and project controls are addressed.

V.D.2.c Develop a Risk & Issue Management Plan

RFP Reference: V.D.2.c Develop a Risk & Issue Management Plan, pp. 28–29

c. Develop a Risk & Issue Management Plan

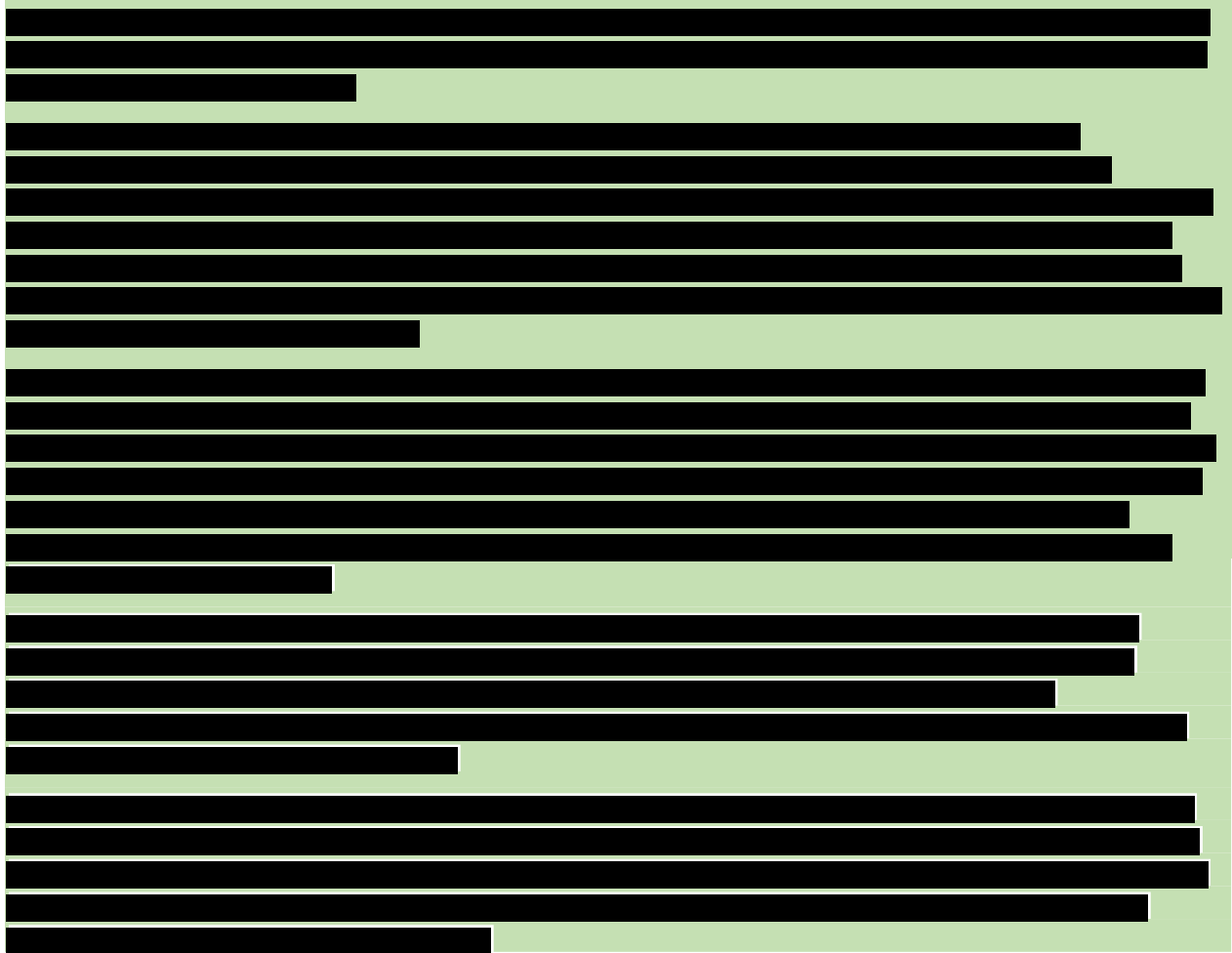
Provide detailed and comprehensive Risk & Issue Management Plan for review and approval no later than three (3) weeks after the Kickoff. The plan should identify, evaluate, and plan for possible risks that may arise within the project so that risk-handling activities are prepared in advance mitigating adverse impacts on achieving objectives. The plan will also outline the process of identifying, tracking, and resolving issues that arise throughout the project lifecycle.

The key aspects of the plan should include the following:

- i. Risk Identification and Mitigation Process.
- ii. Issue Management Process.
- iii. Describe the process of prioritizing, tracking, escalating, communicating, and reporting risks and issues.
- iv. Provide the approach to documenting, reporting, and resolving risks and issues identified by the vendor, the DHHS, or other stakeholders.
- v. Roles and Responsibilities.
- vi. Define roles and responsibilities for those responsible for risk and issue management.
- vii. Impact Matrix.
- viii. Define the impact matrices that will be used to analyze, evaluate, and prioritize risks and issues.

Gainwell develops and maintains a detailed Risk and Issue Management Plan that defines how project risks and issues are identified, analyzed, prioritized, documented, escalated, communicated, and resolved throughout the project lifecycle. We submit the plan for DHHS review and approval no later than three weeks after kickoff and then execute it through a structured, traceable management process supported by a RAID log and routine governance reporting.





V.D.2.d Deliverable Review and Approval Process (DRAP)

RFP Reference: V.D.2.d Deliverable Review and Approval Process (DRAP), p. 29

Develop a detailed and comprehensive Deliverable Review and Approval Process. The Deliverables Review Process defines how deliverables are: submitted for review; reviewed; commented on; how requests for changes are managed; the schedule for review; the schedule for updates; and deliverable acceptance. The State reserves the right to make the final decisions on the DRAP.

Deliverable Expectation Document (DED):

i. Provide DED for each written Deliverable. The DED must be submitted for State's review and approval no later than 30 calendar days before the written Deliverable is due for submission to the State.

ii. Deliverables submitted without DED review and acceptance will not be compensated.

Revision of deliverables, if required, must use DHHS review findings to meet content and format requirements. DHHS written acceptance and approval is required for all final deliverables and release of payment. A project phase is not considered complete until DHHS has approved all phase-specific deliverables.

Deficiencies relating to deliverables will initiate discussion and possible investigation to determine source of deficiency. Penalties associated with deficiencies are referenced in Attachment D – MDR Performance Guarantees.

[REDACTED]

V.D.2.e Develop a Communication Plan

RFP Reference: V.D.2.e Develop a Communication Plan, p. 29

Provide a detailed and comprehensive Communication Plan for review and approval no later than three (3) weeks after the Kickoff meeting. The communication plan will outline how important information will be communicated to stakeholders throughout the project. Develop stakeholder register and communication list in collaboration with DHHS outlining key personnel, software for communication and routine schedule.

The key aspects of the plan should include the following:

- i. Target Audiences

a. Identify the specific groups of people who need to be informed about the project, such as team members, clients, sponsors, and external stakeholders.

ii. Communication Objectives

a. Specify the objectives to be achieved for each communication.

iii. Communication Channels

a. Identify the most appropriate communication channels for each target audience.

iv. Communication Schedule

a. Determine the frequency and timing of communication for each target audience.

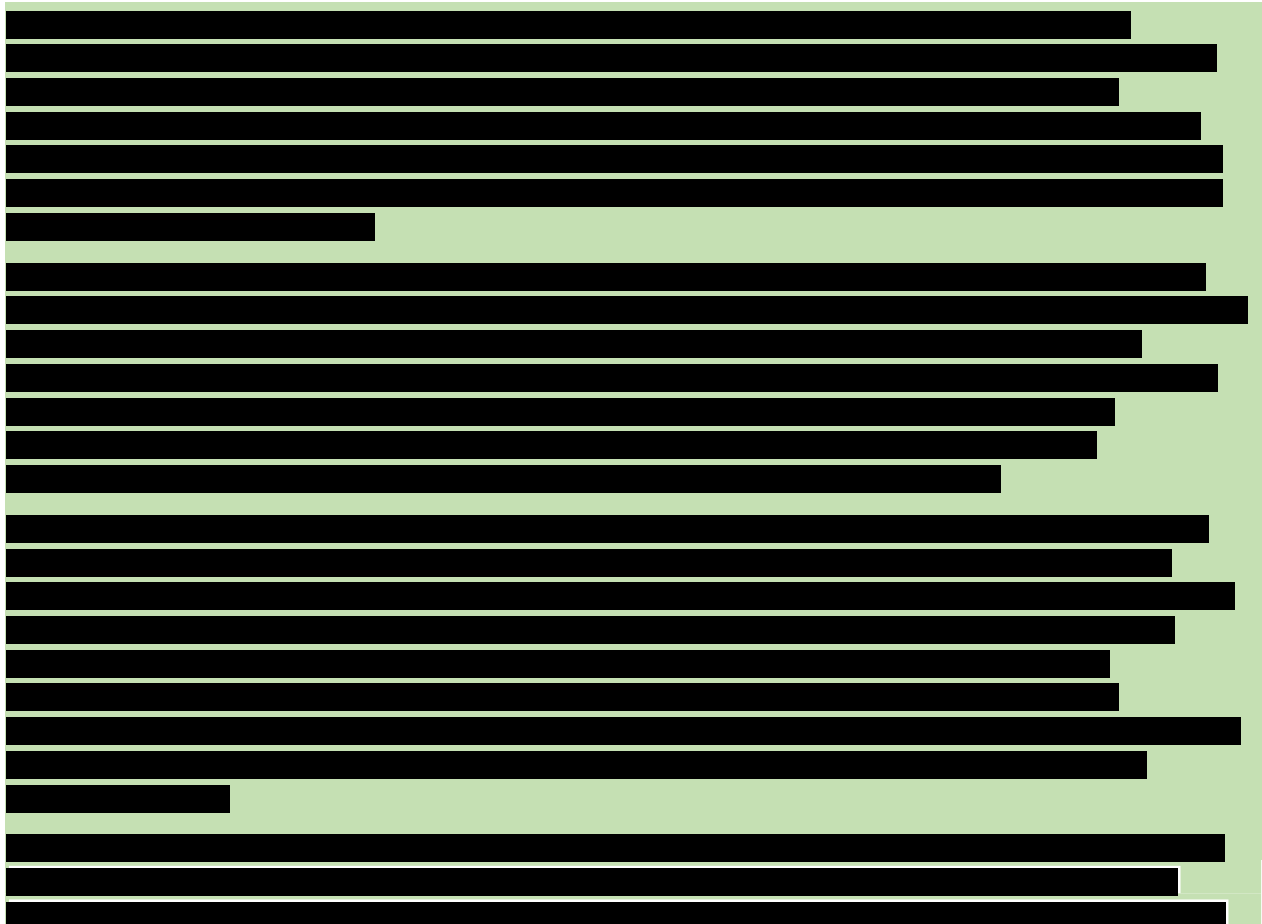
v. Communication Responsibilities

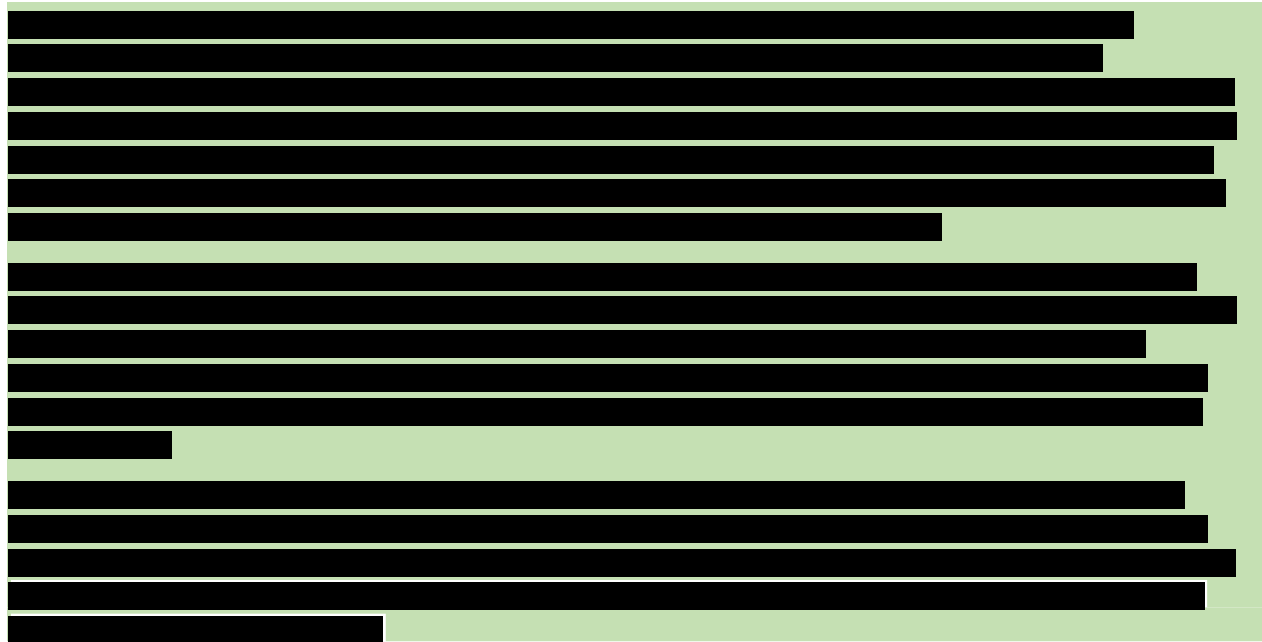
a. Define who is responsible for communicating with each target audience.

vi. Feedback Mechanisms

a. Set up channels for receiving feedback from stakeholders.

Gainwell develops and maintains a detailed Communication Plan that defines how project information is shared with DHHS and other stakeholders throughout implementation and transition to operations. We submit the Communication Plan for DHHS review and approval no later than three weeks after kickoff. The plan is built collaboratively with DHHS and includes a stakeholder register, communication list, communication tools, meeting structure, reporting cadence, and escalation pathways appropriate to the Nebraska MDR implementation.





V.D.2.f Staffing Plan

RFP Reference: V.D.2.f Develop a Staffing Plan, pp. 29–30

f. Develop a Staffing Plan

Provide a detailed and comprehensive Staffing Plan for review and approval no later than three (3) weeks after the Kickoff. The staffing plan will outline the human resource needs of the project and how those needs will be met. Propose a staffing approach that aligns with DHHS business requirements associated with this RFP.

The key aspects of the plan should include the following:

- i. Staffing Process - Describe how staffing levels will achieve service regardless of changes that may influence work volume. Include the process of temporarily and permanently replacing vacancies in key/non-key personnel.
- ii. Roles and Responsibilities - Define the roles and responsibilities by resource type, including identifying key and non-key personnel as well as resource allocation for all personnel. Provide details that differentiate by vendor staff, and subcontractor staff, if applicable.
- iii. Resource Calendars - Identify total hours to be expended, per phase, and for the entire project, by vendor staff and subcontractor staff, if applicable.
- iv. Background Checks – maintain auditable records for all completed background checks for all individuals assigned to project. This action must occur for any new staff that are assigned throughout the duration of the contract.
- v. Performance Issues - DHHS reserves the right to request removal of staff. The vendor must provide an acceptable replacement within ten (10) business days of the notice of this release.
- vi. Staffing Plan Changes - If there are any changes in key personnel, the vendor is expected to notify DHHS in writing at least fourteen (14) days prior to the change, except in the case of immediate risk to the health and safety of project staff, or in the case of unlawful security breaches. The vendor's key personnel positions may not be vacant for more than ten (10) business days without a qualified substitute (temporary replacement). A qualified substitute must be in place no more than ten (10) State business days after the separation date of the vacating resource. The vendor may not fill vacant key personnel positions with other existing key personnel without approval by DHHS. DHHS will also have the authority to approve proposed replacements of key personnel by the vendor.

Vendor should provide competent and experienced staff to meet all key personnel positions for both MDR implementation and operations, and ensure full compliance with project requirements as the solution is implemented and deployed.

Gainwell develops and maintains a detailed Staffing Plan that aligns project resources to DHHS business requirements for implementation and operations. We submit the Staffing Plan for DHHS review and approval no later than three weeks after kickoff. The plan defines the staffing model, identifies key and non-key roles, and shows how Gainwell will provide the personnel needed to support project management, configuration, testing, and other business requirements. Our staffing approach combines account-dedicated resources with leveraged rebate, quality, and technical support so DHHS has both continuity and depth throughout the project lifecycle.



V.D.2.g Key Personnel

RFP Reference: V.D.2.g Key Personnel, p. 30

Key Personnel during Implementation:

- i. Account Manager
- ii. Project Manager

Key Personnel during Operations, including but not limited to:

- iii. Account Manager

Account Manager must be the single point of contact for matters concerning performance under the Contract. Account Manager must have the authority to make decisions that are binding to the Contract, held responsible for timely completion of the deliverables for the project, and shall be responsible for meeting all contractual obligations. Include the approach to account management and describe how the account manager will meet this requirement.

Account Manager minimum qualifications:

- i. A minimum of five (5) years' contract management experience managing related services with similar budgets, preferably in Medicaid or the healthcare industry and for a project similar in size and scope to this project.
- ii. Minimum five (5) years' experience managing activities related to contract administration, correspondence with project clients, dispute resolution, personnel issues, and project reporting.
- iii. Minimum five (5) years' experience leading and coordinating project implementation activities, to include evaluation, training, reporting, and recommendations.
- iv. Minimum five (5) years' experience conducting project analysis and consultation of marketplace and impact changes.
- v. Minimum five (5) years' experience providing project consultation and coordinating changes for major initiatives.

Project Manager must represent and oversee the day-to-day activities of the project. Serve as DHHS's primary point of contact for matters relating to the project and serve as a liaison for project stakeholders. DHHS preference is the use of Microsoft Project or other state-approved software. Project Manager must include acceptance of Microsoft Project and/or recommended software for managing daily activities.

Project Manager minimum qualifications:

- i. A minimum of five (5) years' project management experience managing projects of similar size and scope, preferably in Medicaid or the healthcare industry, within the last three (3) years from the release date of the RFP.
- ii. Minimum five (5) years' experience managing Systems Development Life Cycle (SDLC) for projects of similar size and scope of this RFP.
- iii. Minimum five (5) years' experience initiating and managing an MDR system implementation, or comparable experience with capabilities of overseeing all contracted activities in a project of similar size and scope of this RFP.
- iv. Project Management Professional (PMP) certification through the Project Management Institute (PMI) is preferred.

Gainwell designates key personnel for both implementation and operations, including an account manager and a project manager during implementation and an account manager during operations. These roles anchor contract performance, day-to-day project execution, and communication with DHHS. Gainwell staffs these positions with experienced Medicaid leaders and supports them through a PMBOK-aligned project management model, a structured governance framework, and account-level access to operational, technical, and quality resources.



[illegible]

[illegible]

[REDACTED]

V.D.2.h Develop a Change Management Plan

RFP Reference: V.D.2.h Develop a Change Management Plan, p. 31

Provide a detailed and comprehensive Change Management Plan for review and approval no later than three (3) weeks after the Kickoff. The change management plan will outline the process for change management throughout the project lifecycle, including how to submit a change request and how those requests are assessed.

The key aspects of the plan should include the following:

- i. Change Management Process detailing the process of submitting, evaluating, authorizing, managing, and controlling change requests.
- ii. Roles and Responsibilities - define individual titles and responsibilities within the project.
- iii. Change Request Form Template for submitting changes.
- iv. Change Log Template to track all submitted changes and outcomes.

Gainwell develops and maintains a detailed Change Management Plan that governs how changes are submitted, evaluated, approved, implemented, and tracked throughout the project lifecycle. We submit the plan for DHHS review and approval no later than three weeks after kickoff. The plan is integrated with project governance, schedule management, deliverable control, and requirements traceability so that approved changes are reflected consistently across project artifacts and workstreams.

[REDACTED]

[REDACTED]

V.D.2.i Application Configuration and Maintenance Plan

RFP Reference: V.D.2.i Application Configuration and Maintenance Plan, p. 31

Provide a detailed and comprehensive Application Configuration and Maintenance Plan for review and approval prior to the beginning of configuration activities.

The key aspects of the plan shall include the following:

- i. Approach to conducting design sessions or walkthroughs.
- ii. Approach to conducting sprints or iterations.
- iii. Configuration management.
- iv. Release cycle and frequency.
- v. Tasks, timelines, and responsible parties for design and configure/build tasks.
- vi. Approach to system enhancements.
- vii. Programming and coding standards.

Gainwell develops and maintains an Application Configuration and Maintenance Plan that is submitted for DHHS review and approval before configuration activities begin. The plan defines how Gainwell and DHHS will manage design sessions, configuration work, controlled releases, enhancement handling, and ongoing maintenance planning. It is built to support a configurable MDR solution and to establish the operational discipline needed to carry the solution from design through implementation and into maintenance and support.

[REDACTED]

[REDACTED]

V.D.3 REQUIREMENTS VALIDATION WITH DEMONSTRATION

RFP Reference: V.D.3 Requirements Validation with Demonstration, p. 31

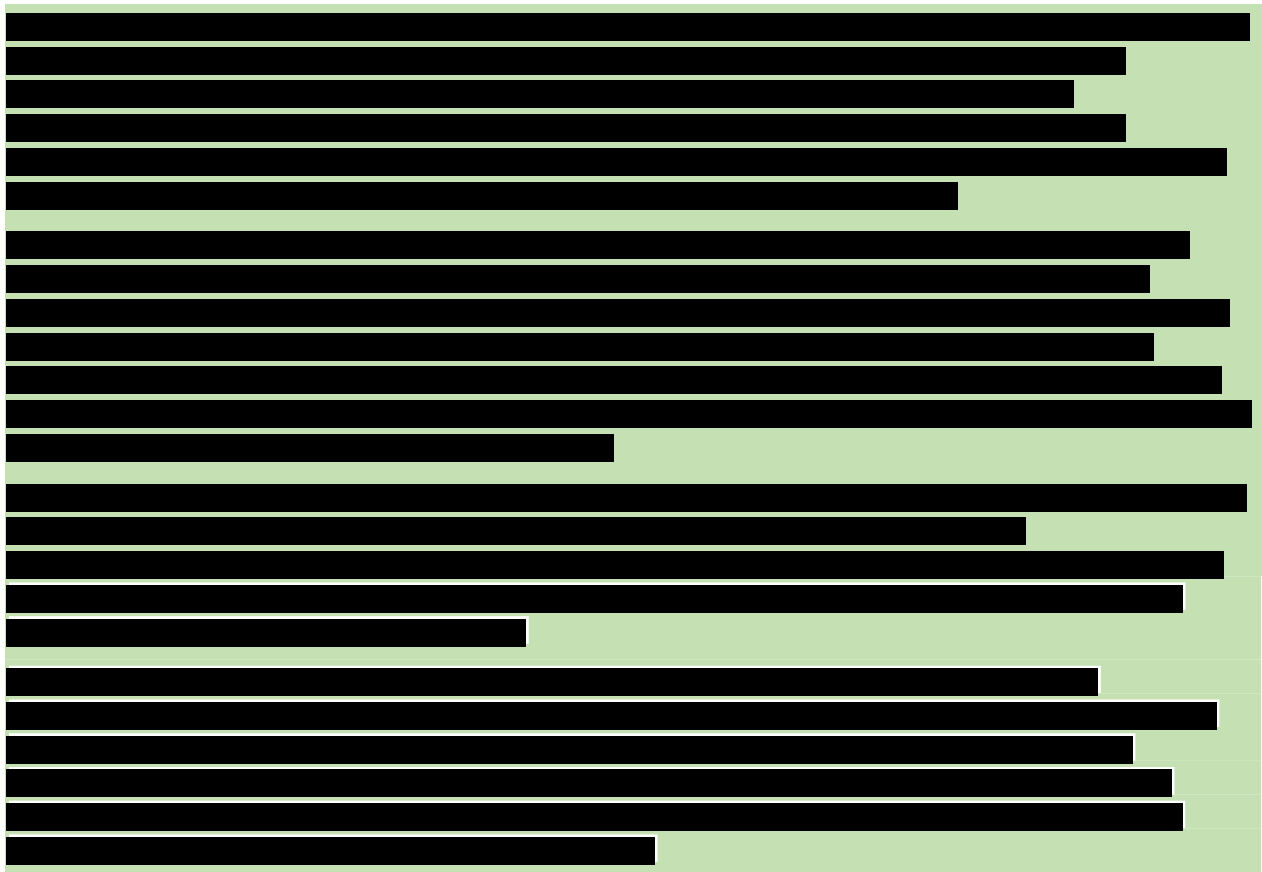
Describe and include specific information regarding your methodology to accomplish each task listed. Note: If other tasks and/or functions are necessary to accomplish the requirement and achieve full functionality, vendor must integrate such tasks into their solution to be performed accordingly.

- i. Coordinate and lead meetings with the MDR project team for discussion on initial overview of the system functions, processes and performance. Detailed collaboration with program to identify and define critical processes and requirements.
- ii. Identify necessary system configuration changes, if any, to meet project requirements.

- iii. Identify recommendations for process changes to ensure effective use the new system.
- iv. Identify key features and functions of the MDR solution prior to configuration and implementation.
- v. Provide a requirements validation matrix, demonstrating an understanding of the requirements and confirmation that no development work, beyond recommendations are needed. Matrix must be reviewed and approved.
- vi. Provide accountability to project requirements by mapping out the relationship between requirements and project work.
- vii. Provide communication method for status on project requirements, detailing proof or record of testing, issues, and completion. Requirements traceability matrix must be maintained throughout the project lifecycle. Any changes during the duration of the project must follow the approved Change Management Plan (Section V.D.2. (b)(vi)).

Gainwell approaches Requirements Validation with Demonstration as the bridge between project planning and design. We use structured Requirements Validation sessions to confirm business needs, demonstrate how the MDR solution supports those needs, identify any configuration decisions required for Nebraska, and document the outcome in controlled project artifacts. This approach gives DHHS an early, clear view of how the solution functions before configuration begins. It also creates the traceability needed to carry validated requirements through design, testing, and certification.

Gainwell replaces traditional Joint Application Design-style sessions with an enhanced Requirements Validation methodology built around focused business function reviews, tailored demonstrations, business process models, and structured discussions based on predefined questions. Requirements are captured and tracked in an Application Lifecycle Management tool that serves as a single source of truth, while related risks, action items, and issues are managed through controlled project logs and governance processes. This method supports clarity, accountability, and continuous feedback throughout the project lifecycle.



[REDACTED]

V.D.4 DESIGN AND CONFIGURATION

RFP Reference: V.D.4 Design and Configuration, pp. 31–32

Describe and include specific information regarding your approach and methodology to accomplish each task listed. Note: If other tasks and/or functions are necessary to accomplish the requirement and achieve full functionality, vendor must integrate such tasks into their solution to be performed accordingly.

As part of your response to items a. through f. incorporate the items below.

- System design.
- System design alignment with requirements.
- System configuration.
- Data management capabilities; and
- Workflow in integrated solution, if available.

Gainwell uses a structured, collaborative Design and Configuration methodology that aligns business requirements, technical requirements, data management needs, workflow automation, testing activities, and operational readiness into a single implementation framework. Our approach establishes a clear mapping between Nebraska DHHS requirements and solution capabilities, allowing the State to validate that all functional, technical, interface, reporting, and CMS certification requirements are incorporated into the final MDR solution.

The Design and Configuration phase transforms approved requirements into a fully configured solution that supports Nebraska's business processes, data exchange requirements, security needs, reporting objectives, and operational goals.

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- [REDACTED]

Group	Believe current government is responsible (%)	Do not believe current government is responsible (%)
Total	68	32
Dem/Lean Dem	72	28
Rep/Lean Rep	58	42

[REDACTED]

V.D.4.a Deliverable Review and Acceptance Process

RFP Reference: V.D.4.a Establish and Utilize a Deliverable Review and Acceptance Process Agreed Upon by DHHS, pp. 31–32

The key aspects of the process must include the following:

- i. Review cycles, which will be conducted and scaled to size and complexity of the deliverables.
- ii. Deliverables - Reflect coordination with the overall modular system and follow approved change control processes.
- iii. Facilitating the change control process, outlining appropriate audience to determine priorities using a structured business value assessment process to measure both the effort to implement (in hours), and the benefits.
- iv. Informal reviews and walkthroughs of draft and final deliverables are required.

Note: Stagger deadlines for deliverables based on mutually agreed review periods within the overall schedule.

[illegible]

V.D.4.b Configure Environments for Development, Testing, Training, and Production

RFP Reference: V.D.4.b Configure Environments for Development, Testing, Training, and Production, p. 32

Establish multiple environments, ensuring that non-production environments do not have access to live data. Establish strategies for managing data across environments and employ automated deployment and configuration management tools to maintain consistent configurations across environments.

Gainwell establishes and maintains separate Development, Testing, Training, and Production environments to support the full SDLC and promote stability, security, and quality throughout implementation and ongoing operations. Each environment serves a distinct purpose and supports the progression of solution components from configuration through production deployment.

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[REDACTED]

V.D.4.c Complete Standard System Configuration

RFP Reference: V.D.4.c Complete Standard System Configuration, p. 32

Implement the user interface design and enable all the designed functionality necessary to ensure that the system is configured and functioning properly. Conduct all necessary functions to achieve completion of standard configuration and administer testing to certify that all components perform as intended.

Gainwell completes standard system configuration through a structured process that translates approved requirements and design decisions into a fully functioning MDR solution. Our approach focuses on configuring system functionality, user interfaces, workflows, security controls, reporting capabilities, and integrations to support Nebraska DHHS business operations and program objectives.

[REDACTED]

V.D.4.d Assist the State with Configuration of System

RFP Reference: V.D.4.d Assist the State with Configuration of System, p. 32

Provide documentation, training, support, and expertise to ensure that the system is configured and functions properly. The completed system configuration must be tested by the vendor and perform as intended.

Responsibilities will include the following:

- i. Identify and provide details of all system configuration that must be completed by DHHS staff, prior to configuration training.
- ii. Provide detailed system configuration instructions to DHHS for use when configuring the system.
- iii. Provide training on how to complete all necessary configuration(s) identified as responsibility of DHHS staff.
- iv. Assist DHHS staff with configuration tasks when deemed necessary. May include, but is not limited to assistance with software installation, network configuration, and troubleshooting errors/issues.
- v. Following configuration, complete a quality review to ensure accurate and complete setup.
- vi. Provide feedback to DHHS, within five (5) business days following quality review, if there are any necessary changes to be made.

Gainwell works closely with Nebraska DHHS throughout the configuration process by providing documentation, training, technical guidance, and configuration support. Our approach gives DHHS staff the knowledge and resources needed to perform designated configuration activities while maintaining consistency with approved system design, business requirements, and operational objectives.

At the beginning of the configuration phase, Gainwell identifies all configuration activities that require DHHS participation and documents those responsibilities within the project work plan and configuration guides. Before configuration training begins, Gainwell provides DHHS with a complete inventory of State-owned configuration activities, including any information, decisions, or set-up items required from DHHS to support successful system configuration.

Configuration documentation includes step-by-step instructions, screen-level guidance, workflow descriptions, configuration dependencies, and validation procedures. These materials support both implementation activities and future administration of the MDR system.

Gainwell provides instructor-led configuration training for designated DHHS personnel covering all configuration activities assigned to the State. Training includes detailed explanations of configuration options, business impacts, workflow considerations, security settings, reporting parameters, and ongoing maintenance procedures. Training materials remain available to DHHS following completion of training sessions for future reference.

[REDACTED]

V.D.4.e Assist DHHS with User Role Determination

RFP Reference: V.D.4.e Assist DHHS with User Role Determination, p. 32

Ensure all users have appropriate level of access to perform tasks, ensuring safeguards to sensitive data and system functionality. Manage user role determination and configuration, review and confirm functionality performs as intended.

Responsibilities will include the following:

- i. Assist in defining the different user roles within the system. Each role should have a distinct set of permissions and access levels tailored to the specific responsibilities and requirements of that role.
- ii. Assist in assessing the needs and requirements of each user; considering their job duties, responsibilities, and the information they need to access to perform their tasks.
- iii. Assist in the determination of users to the appropriate roles based on their needs and requirements. Ensure that each user has the necessary permissions to perform their job duties without granting them excessive access that could compromise security.

iv. Provide user role and access guide which will provide information on how to configure and manage user roles and permissions in the system. The user roles must be changeable and/or configurable, without requiring any code changes.

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[REDACTED]

V.D.4.f Obtain Acceptance from the State on Design and System Configuration

RFP Reference: V.D.4.f Obtain Acceptance from the State on Design and System Configuration, p. 32

Manage engagement and collaboration with DHHS throughout the design and configuration process, addressing any concerns or questions raised by DHHS, and secure formal approvals prior to project's next phase. This includes providing configuration and role documentation, addressing concerns, demonstrating responsiveness to those concerns, obtaining formal sign-off, and documenting the next steps.

[REDACTED]

V.D.5 DEVELOPMENT AND TESTING

RFP Reference: V.D.5 Development and Testing, pp. 32–35

Describe and include specific information regarding your approach and methodology to accomplish each task listed. Note: If other tasks and/or functions are necessary to accomplish the requirement and achieve full functionality, vendor must integrate such tasks into their solution to be performed accordingly.

As part of your response to items a. through h. incorporate the items below.

- Testing.
- Quality management.
- Collaboration and acceptance process.
- Release management and known issue documentation; and
- Any tool(s) used for testing and defect tracking.

Gainwell follows a structured Development and Testing methodology that integrates quality management, stakeholder collaboration, release management, defect tracking, and acceptance activities throughout the project lifecycle. Our approach aligns system requirements, configuration activities, testing outcomes, CMS certification objectives, and operational readiness milestones to promote a smooth transition to production.

Development and testing activities begin after design and configuration approval and continue through deployment and production readiness. Throughout this process, Gainwell works closely with Nebraska DHHS to provide visibility into project progress, testing results, issue resolution activities, and readiness assessments. Our quality management framework incorporates development standards, peer reviews, configuration validation, testing controls, release management procedures, and formal acceptance activities to identify issues early and improve overall solution quality.

Testing verifies that the configured MDR solution supports approved functional, technical, interface, reporting, security, and operational requirements. Activities include unit, system, integration, interface, security, workflow, regression, and operational readiness testing, as well as support for UAT. Gainwell documents and tracks testing results throughout implementation and manages defects through a structured process that prioritizes issues based on severity, business impact, and deployment readiness.

Collaboration remains a central component of our methodology. Gainwell conducts regular testing reviews, defect management sessions, requirements traceability reviews, and solution walkthroughs with Nebraska DHHS stakeholders. These activities provide transparency into testing progress, open issues, resolution status, and acceptance readiness while supporting timely decision-making and stakeholder participation.

Gainwell validates every requirement through a comprehensive testing program that confirms functionality, workflows, interfaces, security controls, reporting capabilities, and operational processes perform as designed before deployment to production.

Release management governs the movement of approved configurations and solution updates between Development, Testing, Training, and Production environments. Gainwell uses documented release procedures, version-control practices, deployment validation activities, and post-release reviews to promote consistency and reduce implementation risk. Any known issues identified during testing or release activities are documented in a centralized repository that captures issue severity, business impact, ownership, status, remediation plans, and resolution dates. Gainwell reviews open issues with DHHS and incorporates approved remediation activities into release planning and project schedules.

Gainwell uses industry-standard project management, testing, and defect-tracking tools to support test planning and execution, requirements traceability, defect management, release management, configuration management, reporting, dashboards, collaboration, and document management. Authorized project stakeholders have access to testing and defect information throughout the project lifecycle, supporting communication, transparency, and informed decision-making.

This Development and Testing methodology validates that the MDR solution meets Nebraska DHHS requirements before production deployment and supports solution quality, operational readiness, stakeholder acceptance, and a successful transition to ongoing operations.

V.D.5.a Complete all Necessary Custom Development

RFP Reference: V.D.5.a Complete all Necessary Custom Development, p. 33

Complete custom development on all requirements that require custom development. Upon completion and successful testing, DHHS will conduct a review of testing and upon successful outcomes, provide approval.

Gainwell completes all custom development required to satisfy approved functional, technical, interface, reporting, security, and operational requirements that cannot be addressed through standard configuration. Our development approach follows established SDLC practices and incorporates quality management, peer review, testing, and stakeholder validation activities throughout the development process.

Custom development begins after requirements validation, solution design, and configuration planning activities are completed. Gainwell reviews each approved requirement to determine whether standard functionality, configurable components, or custom-developed capabilities are required. For requirements requiring custom development, we prepare detailed technical specifications, develop the necessary components, and maintain traceability between requirements, design artifacts, development activities, and testing results.

All custom-developed components undergo quality reviews and technical validation prior to testing. Gainwell applies coding standards, version-control procedures, and release management practices to maintain consistency, reliability, and maintainability across the solution.



Gainwell documents testing results, tracks identified defects through resolution, and retests corrected functionality before advancing components to the next testing phase. We provide Nebraska DHHS with visibility into testing outcomes, issue resolution activities, and readiness assessments throughout the process.

Upon successful completion of development and vendor testing activities, Gainwell presents the completed functionality to Nebraska DHHS for review. Supporting documentation, testing results, demonstrations, and validation materials are provided to assist DHHS in evaluating the developed functionality. Gainwell works collaboratively with DHHS to address questions, review outcomes, and document any feedback or requested modifications.

After DHHS completes its review and validates successful testing outcomes, Gainwell obtains formal approval before progressing to subsequent implementation activities. This approach promotes transparency, solution quality, stakeholder confidence, and successful delivery of all required custom-developed functionality.

V.D.5.b Complete all Necessary Reports

RFP Reference: V.D.5.b Complete all Necessary Reports, p. 33

Complete all reports necessary and any required testing prior to go-live. Upon completion and successful testing, DHHS will conduct a review of testing and upon successful outcomes, provide approval.

Gainwell configures, develops, and validates all reports required to support Nebraska DHHS business operations, program administration, performance monitoring, auditing, and CMS certification activities. Report development begins during requirements validation and design activities, where Gainwell works with DHHS stakeholders to identify reporting objectives, data requirements, user needs, delivery methods, and operational reporting expectations.

Using approved requirements and design specifications, Gainwell develops all required standard, operational, management, interface, financial, and compliance reports necessary to support the MDR solution. Report design includes validation of data sources, business rules, calculations, filters, sorting criteria, formatting requirements, scheduling parameters, and security controls.



Gainwell documents testing results, tracks issues through resolution, and retests modified reports before advancing to acceptance review. Any identified defects or discrepancies are prioritized, corrected, and validated through regression testing.

Upon successful completion of report testing, Gainwell provides Nebraska DHHS with report documentation, testing results, and demonstrations of completed reporting functionality. DHHS

reviews report outputs and testing outcomes to confirm that reporting requirements have been satisfied and that reports function as intended.

Following successful review by DHHS, Gainwell obtains formal approval before proceeding to subsequent implementation activities. This approach promotes reporting accuracy, operational readiness, stakeholder confidence, and successful deployment of the MDR solution.

V.D.5.c Complete all Necessary Integrations (Interfaces, Imports, and Exports)

RFP Reference: V.D.5.c Complete all Necessary Integrations (Interfaces, Imports, and Exports), p. 33

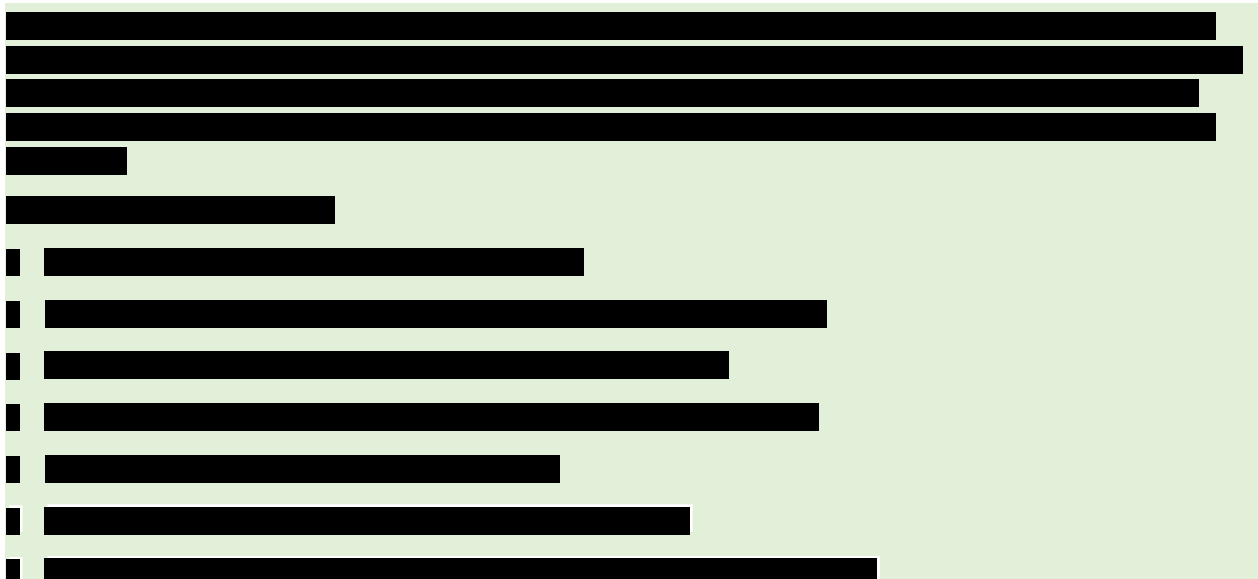
Complete all connections, data exchange mechanisms, and protocols to ensure efficient and reliable information flow. Convert all existing interfaces, imports and exports with changes as needed to integrate with the new system and test for performance. Upon completion and successful testing, DHHS will conduct a review of testing and upon successful outcomes, provide approval.

Gainwell designs, configures, and validates all interfaces, imports, exports, and data exchange mechanisms required to support the Nebraska MDR solution. Our approach focuses on delivering secure, reliable, and timely information exchange between the MDR solution and all connected systems, trading partners, and external entities.

During implementation, Gainwell reviews existing interfaces, data exchange requirements, file formats, transmission protocols, schedules, and business processes to identify any modifications required to support the new solution. We work closely with Nebraska DHHS and participating stakeholders to validate interface requirements, data mappings, business rules, error handling procedures, and operational expectations before development begins.

Gainwell develops and configures all necessary integrations to support inbound and outbound data exchanges, including file transfers, automated imports, exports, reporting feeds, and other required data transactions. Integration activities include developing interface specifications, establishing connectivity, configuring data transformation rules, validating data mappings, and implementing monitoring and error management processes.

Where existing interfaces, imports, or exports must be converted or modified, Gainwell analyzes the current functionality and designs replacement processes that support the new MDR solution while maintaining business continuity. Conversion activities include validation of source and target data structures, reconciliation procedures, interface testing, and performance validation.



Gainwell documents testing results, tracks issues through resolution, and validates corrections prior to approval. Following successful completion of testing, Gainwell provides Nebraska DHHS with testing documentation, interface validation results, and integration performance outcomes for review.

Nebraska DHHS then conducts its review of testing results and completed integration activities. Gainwell supports this review process by responding to questions, demonstrating functionality, and providing any additional documentation requested by the State. Upon successful review and acceptance by DHHS, the integrations are approved for production deployment.

This approach provides Nebraska DHHS with fully tested and validated interfaces, imports, and exports that support reliable system operations, accurate data exchange, and successful implementation of the new MDR solution.

V.D.5.d Develop a Testing Plan

RFP Reference: V.D.5.d Develop a Testing Plan, p. 33

Develop plan for testing the system's functionality, performance, compatibility, and integrations, including high-level tasks and timelines. Collect DHHS feedback on content and functionality and make all necessary changes as requested, on an agreed upon timeline. Testing plan must be maintained throughout the project lifecycle. Any changes during the duration of the project must follow the approved Change Management Plan (Section V.D.2. (b) (vi)).

Develop, in collaboration with DHHS, a System Test Plan that describes the system testing approach and includes at a minimum each of the following:

- i. Overall testing strategy for the following testing types: unit testing, system testing, integration testing, regression testing, parallel testing, performance and load testing, manual and automated and/or scripted testing, disaster recovery and end-to-end integration testing of COTS products, if any.
- ii. Test / Staging environment set-up.
- iii. UAT plan.
- iv. Approach for testing technical specifications.
- v. Entrance criteria.
- vi. Exit criteria.
- vii. Configuration management.
- viii. Testing documentation (e.g., test cases, test scripts, test case matrices added as design progresses).
- ix. Process steps.
- x. Inputs to system testing.
- xi. Outputs to system testing.
- xii. Reporting mechanisms, traceability and metrics.
- xiii. Defects and defects resolution.
- xiv. Pass/fail criteria.
- xv. Suspension criteria and resumption requirements.
- xvi. Testing documentation.
- xvii. Testing activities.
- xviii. Approach to quality control/quality assurance.
- xix. Approach to bi-traceability to requirements and design.

xx. Resource roles and responsibilities.

xxi. Testing tools, techniques, and methods.

xxii. Acceptance criteria shall include, but not limited to; no high or critical defects in code released to production and all other defects will be reviewed and have an agreed upon remediation approach by the vendor and DHHS.

Gainwell develops and maintains a comprehensive Testing Plan in collaboration with Nebraska DHHS to guide all testing activities throughout the project lifecycle. The Testing Plan establishes the overall testing strategy, identifies testing responsibilities, defines testing environments, documents acceptance criteria, and provides a framework for validating that the MDR solution satisfies all functional, technical, interface, security, reporting, and operational requirements.

Gainwell maintains complete bidirectional traceability between requirements, design specifications, test cases, defects, and testing outcomes, providing Nebraska DHHS with visibility into requirement coverage and solution readiness throughout the testing lifecycle.

[REDACTED]

V.D.5.e Execute and Evaluate Testing

RFP Reference: V.D.5.e Execute and Evaluate Testing, p. 34

Complete all required assigned testing. Conduct testing according to the Testing Plan and record results. Testing must be as automated and self-documenting as possible (e.g., continuous unit testing). Analyze test results to identify issues, defects, and areas that require improvement. Collaborate with developers to fix issues and address performance issues. Collaborate with DHHS or designee to provide environments, data, and technical support for independent testing.

DHHS reserves the right to conduct independent testing of the system at any time. Testing plan must be maintained throughout the project lifecycle. Any changes during the duration of the project must follow the approved Change Management Plan (Section V.D.2. (b)(vi)).

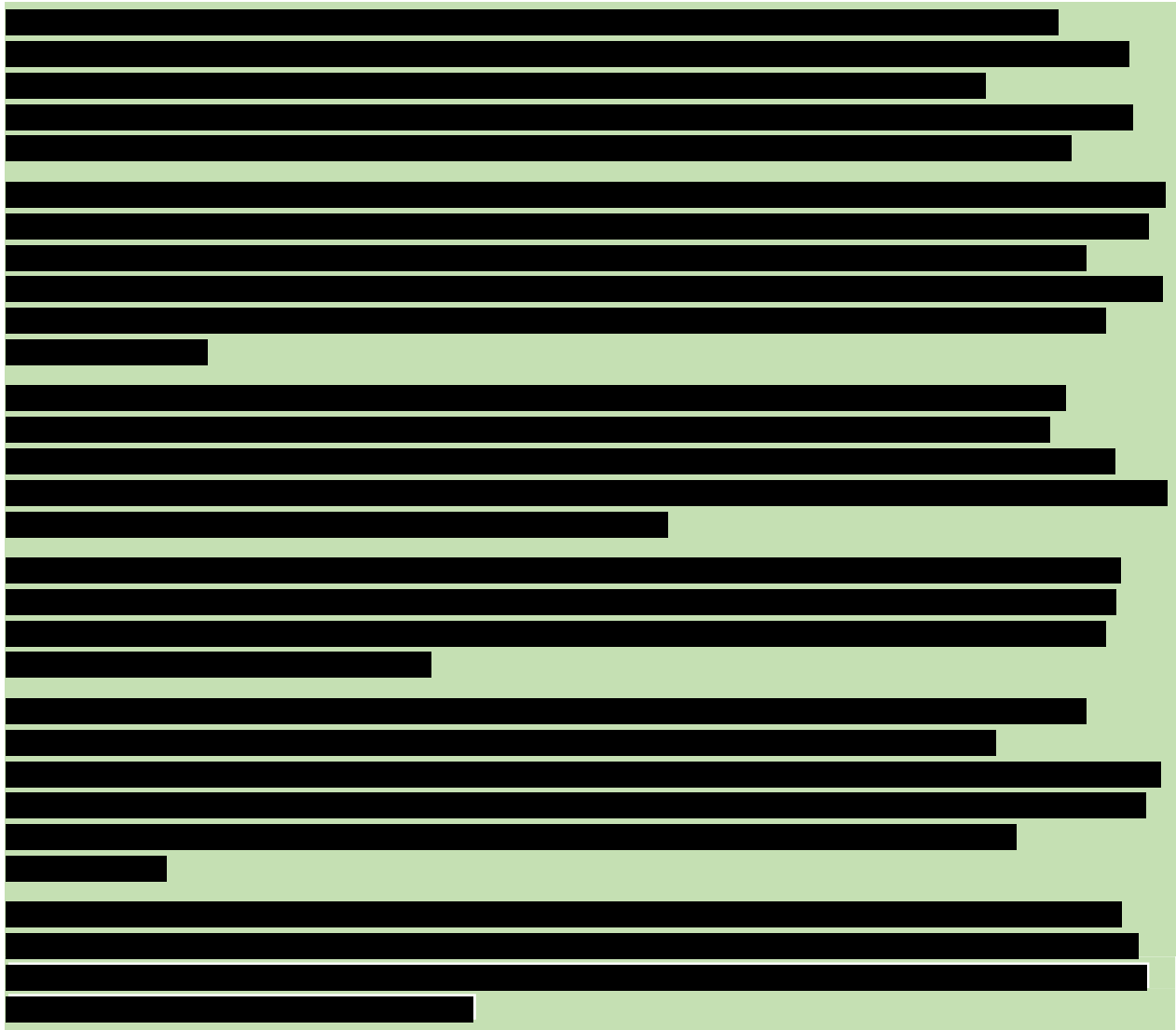
Testing should include the following:

- i. **Functionality** Verify system working as expected, according to the functional and technical requirements. Conduct regression testing for each upgrade released throughout the project prior to implementation. Conduct reliability testing to find system weaknesses to reduce the number of failures during deployment.
- ii. **Performance** Verify performance of each system module works as expected; testing system's bandwidth and performance, as expected in the work process. This will include load, stress, failure, and recovery tests.
- iii. **Compatibility** Verify browsers, devices, platforms, and operating systems are working as expected. Include printers, mobile devices, operating systems, and browsers. Coordinate with DHHS and specific system integration contacts to conduct integration testing. All inbound and outbound interfaces must be tested to ensure accurate and secure data transmission.

- iv. Security Conduct pre-go live penetration testing. Conduct pre-go live security audits.
- v. Accessibility Provide DHHS or designee access to test cases, test results, and defect tracking via online tool(s). Ensure the test environment is available prior to UAT availability to facilitate interface testing with DHHS as provided in the Master Project Plan. DHHS reserves the right to inspect artifacts and results at any time.

Gainwell executes all testing activities in accordance with the approved Testing Plan and maintains the plan throughout the project lifecycle. Testing validates that the MDR solution performs according to approved functional, technical, interface, security, reporting, and operational requirements. Gainwell documents all testing activities, records results, tracks defects, and evaluates outcomes to support deployment readiness and Nebraska DHHS acceptance.

Gainwell incorporates automated testing wherever practical to improve efficiency, consistency, repeatability, and documentation. Automated testing supports validation of system functionality and helps identify issues earlier in the development lifecycle. Testing artifacts, execution results, defect records, and remediation activities are maintained within project testing and defect management tools to provide transparency and support ongoing quality management activities.



[REDACTED]

V.D.5.f Document Testing Results

RFP Reference: V.D.5.f Document Testing Results, p. 34

Document testing results, summarize testing activities, and identify defects. A detailed testing results report must be developed.

Gainwell documents all testing activities and results throughout the project lifecycle to provide Nebraska DHHS with complete visibility into solution quality, testing progress, defect resolution, and production readiness. Testing documentation serves as a record of completed validation activities and demonstrates that the MDR solution satisfies approved functional, technical, interface, security, reporting, and operational requirements.

[REDACTED]

[REDACTED]

V.D.5.g Assist DHHS with User Acceptance Testing (UAT)

RFP Reference: V.D.5.g Assist DHHS with User Acceptance Testing (UAT), p. 34

System must have a User Acceptance Testing (UAT) environment fully accessible to users at a time agreed upon with DHHS. Must assist DHHS with their User Acceptance Testing (UAT) efforts, from planning to execution to post-UAT support. Once the UAT is complete, all defects should be clearly captured and documented.

Responsibilities will include the following:

- i. Assist DHHS with development of test scripts for the UA Testers, executing UAT plan, answer questions, and resolve any technical issues that arise.
- ii. Collaborate with DHHS to capture and document identified defects, including clear descriptions, steps to reproduce, and severity levels.
- iii. Work with the development team to prioritize and resolve defects identified during UAT, ensuring timely fixes and feedback to the testers.
- iv. Provide DHHS with weekly defect resolution status.
- v. Ensure the UAT environment is available before UAT scheduled start date.

Gainwell works closely with Nebraska DHHS throughout UAT activities to support successful validation of the MDR solution before production deployment. Our approach includes planning, preparation, execution support, defect management, issue resolution, and post-UAT review activities. The objective of UAT is to confirm that the solution supports Nebraska DHHS business processes, operational requirements, user workflows, interfaces, reporting needs, and user expectations.

[REDACTED]

[REDACTED]

V.D.5.h Acceptance from DHHS on Testing Results

RFP Reference: V.D.5.h Acceptance from DHHS on Testing Results, pp. 34–35

Must prepare and present a comprehensive testing report detailing the testing findings, addressing any concerns/questions by DHHS and response to concerns/questions. Critical and high defects must be corrected prior to go-live. All other defects will be reviewed and have an agreed upon remediation approach presented and approved by DHHS. UAT environment must be available at least ninety-nine percent (99%) of the time during business hours in the project testing phase. All defects must be resolved or have a well-documented mitigation plan in place to gain formal approval to proceed with the project's next phase. Final review and approval required by DHHS.

Gainwell works collaboratively with Nebraska DHHS throughout the testing and acceptance process to validate solution readiness and obtain approval to proceed to production deployment. Following completion of all testing activities, Gainwell prepares and presents a comprehensive Testing Results Report that summarizes testing execution, outcomes, defect resolution activities, outstanding issues, and overall readiness of the MDR solution.

[REDACTED]

V.D.6 DATA/FILE CONVERSION AND MIGRATION PLAN

RFP Reference: V.D.6 Data/File Conversion and Migration, pp. 35–36

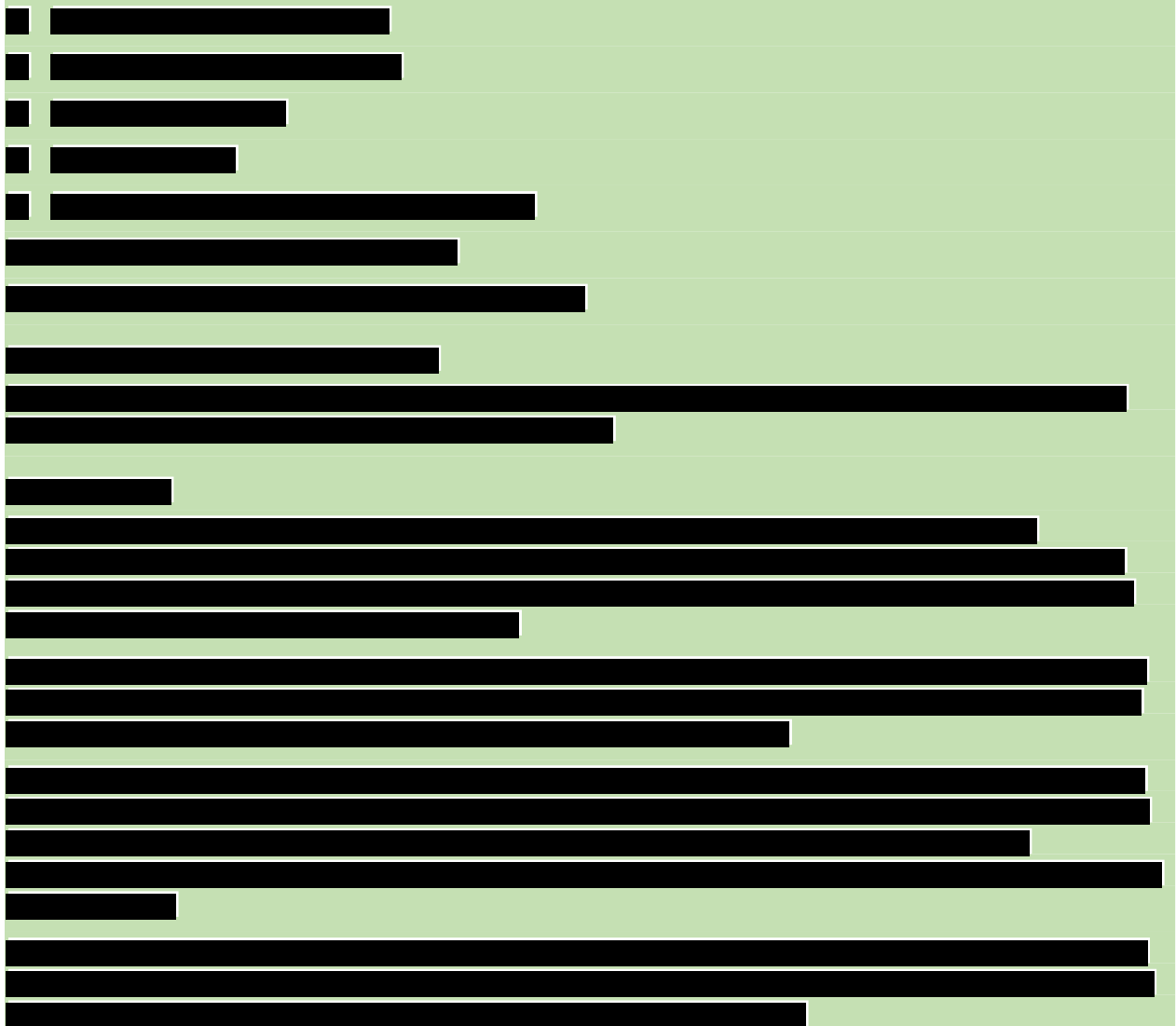
Describe and include specific information regarding your approach and methodology to accomplish each task listed. Note: If other tasks and/or functions are necessary to accomplish the requirement and achieve full functionality, vendor must integrate such tasks into their solution to be performed accordingly. The deliverables in a. through e. below require final review and approval by DHHS. Any changes during the duration of the project must follow the approved Change Management Plan (Section V.D.2. (b)(vi)).

Gainwell develops and maintains a comprehensive Data/File Conversion and Migration Plan throughout the project lifecycle. The plan serves as the governing document for all conversion and migration activities and is updated as needed through the approved project governance and Change Management processes. The plan documents conversion scope, source systems, migration requirements, mapping specifications, task ownership, schedules, validation procedures, testing activities, cutover plans, contingency procedures, and approval milestones.

The Data/File Conversion and Migration Plan includes process diagrams, source-to-target mapping documentation, conversion specifications, migration schedules, validation reports, reconciliation reports, issue logs, and cutover checklists. Documentation may include structured data files, flat files, delimited files, XML, spreadsheet formats, reports, interface files, extract files, PDF documents, and other file formats identified during requirements validation and data assessment activities.



[illegible]



V.D.6.a Data/File Conversion and Migration Plan

RFP Reference: V.D.6.a, p. 35

Provide details, images, and document file types for the data/file conversion and migration. The comprehensive data/file conversion and migration plan must be maintained throughout the project lifecycle.

The key aspects of the plan should include the following:

- i. Data Management Strategy – must support integration, optimization, quality, stewardship, standards, and governance of data.
- ii. Data/File Conversion Process – must describe the data/file conversion process and explain the process of transforming data and files from one format or architecture to another.
- iii. Data/File Migration Process – must describe the data/file migration process and explain the process of moving data and files from the current system to the new system.
- iv. Roles and Responsibilities – must define the roles and responsibilities for those responsible for data/file conversion and migration tasks.

v. Tasks and Timeline – must identify specific tasks needed to be completed for the conversion and migration, assign due dates and task owners.

vi. Contingency – must describe the approach to any foreseeable obstacles regarding data migration during the transition period. Include information about contingency procedures in the event of an unsuccessful cutover.

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[REDACTED]

V.D.6.b Conversion Mapping Guide

RFP Reference: V.D.6.b, p. 35

Develop a guide for the data/file conversion to transform data and files from one format or architecture to another, ensuring compatibility with the target system. Provide data layout documentation to DHHS. The detailed conversion and mapping guide must be maintained throughout the project lifecycle.

The key aspects of the plan should include the following:

- i. Data Inventory - List all data sources, file types, and formats involved in the conversion. Describe data structures, field definitions, and relationships. Identify any unique or complex data elements requiring special handling.
- ii. Data Mapping - Create detailed maps showing how data elements from the old system correspond to fields in the new system. Address differences in data structures, field names, data types, and coding schemes. Explain any data transformations or calculations required during conversion.
- iii. Conversion Logic - Outline the steps involved in the conversion process, including data extraction from source systems, data cleaning and validation, data transformation and mapping, and loading data into the new system. Specify any tools, scripts, or software used for conversion.
- iv. Testing and Validation - Describe testing procedures to ensure data accuracy and completeness after conversion. Define acceptance criteria for successful conversion. Outline processes for error handling and data reconciliation.
- v. Documentation - Provide instructions for conversion team members. Include screenshots, examples, and decision trees for complex mappings. Document any assumptions, limitations, or known issues.

[REDACTED]

[illegible]

[REDACTED]

V.D.6.c Performance of Data/File Conversion and Migration

RFP Reference: V.D.6.c Perform the Data/File Conversion and Migration, p. 35

Transform data and files from one format or architecture to another following the mapping guide so that it is compatible with the target system. Move all historical data and files to the new database(s).

[REDACTED]

V.D.6.d Data/File Conversion and Migration Results Report

RFP Reference: V.D.6.d Provide a Data/File Conversion and Migration Results Report, pp. 35–36

Describe present key conversion metrics to DHHS and stakeholders using tables, charts, and graphs to visually represent the results and highlight any potential concerns regarding the conversion process.

The key aspects of the report should include the following:

- i. Number of records successfully converted.
- ii. Number of records with errors or inconsistencies.
- iii. Details of any data discrepancies encountered and how they were handled.
- iv. Performance statistics of the conversion process (e.g., processing time, resource usage).
- v. Additional details or supporting documentation, such as detailed data mapping tables, sample error logs, results, and system configuration logs.

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[REDACTED]

V.D.6.e Acceptance from the State on Data/File Conversion and Migration Results

RFP Reference: V.D.6.e Acceptance from the State on Data/File Conversion and Migration Results, p. 36

Present the final data migration results, address any concerns or questions raised by DHHS, and gain their formal approval to proceed with the project's next phase.

[REDACTED]

[REDACTED]

V.D.7 Training

RFP Reference: V.D.7 Training, pp. 36–37

Describe and include specific information regarding your methodology to accomplish each task listed. Note: If other tasks and/or functions are necessary to accomplish the requirement and achieve full functionality, vendor must integrate such tasks into their solution to be performed accordingly.

Development of training and support must include comprehensive training programs for DHHS staff and end-users to ensure effective utilization of the MDR solution during implementation. Describe and detail the approach to each of the following as it relates to training:

- Training Approach.
- Help and training documentation; and
- Any built-in online help system and online training available to system users (internal/external).

Gainwell provides a comprehensive training program that prepares Nebraska DHHS staff and authorized system users to effectively use, support, and administer the Gainwell Rx Drug Rebate solution. Our training methodology combines instructor-led training, hands-on exercises, role-based learning, system documentation, online help resources, and post-training support to promote user proficiency and operational readiness prior to go-live.

Training activities begin during implementation planning and continue through deployment and transition to operations. Gainwell collaborates with DHHS to identify training audiences, user roles, learning objectives, delivery methods, schedules, and resource requirements. This collaborative approach aligns training content with Nebraska's business processes, operational procedures, and system functionality.

[REDACTED]

[REDACTED]

V.D.7.a Training Plan

RFP Reference: V.D.7.a Develop a Training Plan, p. 36

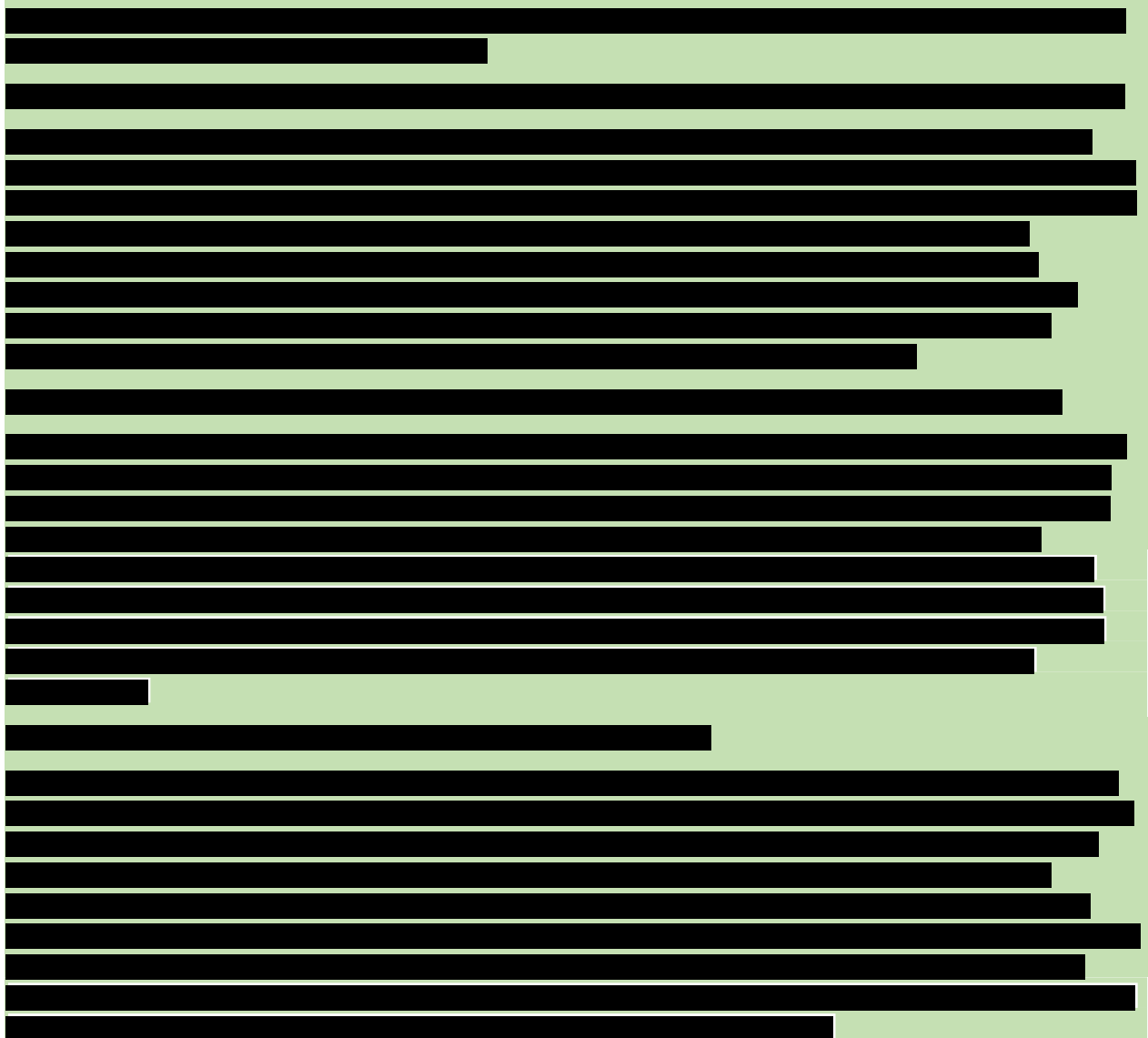
a. Develop a Training Plan

To successfully accomplish training goals and objectives, DHHS will assist in identifying the different training audiences within DHHS and impacted stakeholders that must be incorporated into the Training Plan.

Training Plan must include:

- i. Identification of each target audience's roles, responsibilities, and unique training requirements in regard to the operation and/or support of the MDR solution.
- ii. Training plan must define how the transfer of knowledge will enable end users to optimize their use of the new/updated module to support their business activities.
- iii. Training plan must define the transfer of skills and knowledge to operations staff to effectively and efficiently deliver, support, and maintain the new/updated module according to the documented Service Level Agreements (SLAs).

[REDACTED]



V.D.7.b Coordinate and Facilitate Training Instruction (On-Site)

RFP Reference: V.D.7.b Coordinate and Facilitate Training Instruction (On-Site), pp. 36–37

NOTE: Training shall be provided one to two months prior to go-live.

Provide users and administrators with system training, including general use, reporting, report writing, database administration and modification, descriptions/definitions of all database tables and fields (including possible field values), record management and modification, and other key topics requested by DHHS. Design robust training sessions that include a combination of various modalities such as self-paced e-learning modules, remote instructor-led sessions, and remote hands-on workshops, ensuring all users are thoroughly prepared.

All key project staff must be available throughout the duration of the vendor-led training session(s). All corresponding training materials and notes shall be provided to DHHS for internal, external, and system administrator users. The training materials shall be provided to DHHS at least ten (10) business days prior to the training begin date. The vendor will inform DHHS of any equipment needed to implement hands-on training at least thirty (30) calendar days prior to training begin date.

The key aspects of the training must include the following:

- i. Overview and navigation of the designated system.

ii. End-to-end role-based training, including all system admin tools and any potential third-party functionality.

iii. Process for internal users to engage vendor support channels.

iv. System upgrade training any time new functionality is introduced.

Upon completion of training, DHHS staff will complete a survey to provide feedback confirming effectiveness of the training sessions. Should the results of the survey yield information that indicates the sessions had shortfalls and supplemental training and/or information is needed, DHHS reserves the right to require additional remote training at no additional charge to DHHS.

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V.D.7.c Online Reference Training Materials for Administrator and User Manuals

RFP Reference: V.D.7.c Provide Online Reference Training Materials for Administrator and User Manuals, p. 37

c. Provide Online Reference Training Materials for Administrator and User Manuals

Develop and maintain a complete set of training materials and documentation and provide users with training documentation which includes the key aspects listed below. DHHS must have 24x7 access to all reference materials (e.g., Requirements Matrices, Manuals, System Documentation, System Design Documentation, User Documentation, Business Rules Catalog, and Training Materials) and any applicable updated project documentation throughout all phases of the project.

Training materials and documentation for DHHS-led training must be received by DHHS for review, approval in accordance with the appropriate date as agreed upon in the Master Project Plan and within a timeframe that corresponds with scheduled training.

The key aspects for materials and/or documentation should include the following:

- i. Operations manuals which shall provide guidelines for the operation and use of the System and/or System component(s) containing the policies, processes, and workflows.
- ii. A data dictionary that contains field definitions and formats as well as database names and descriptions, database table, field type and length, valid values, and their corresponding descriptions.
- iii. Step-by-step procedures for completing functions in the system.
- iv. System documentation, including but not limited to: Specs for each system environment, process documentation for upgrading the system, etc.
- v. Manuals that help users understand the purpose and operation of the system/system component(s) for each business process/major program/functional area.
- vi. Acronyms used in user instructions must be identified and must be consistent with windows, screens, reports, and the data element dictionary.
- vii. System navigation, online help, and policies and procedures.
- viii. Documentation must be available online, regularly updated to reflect system enhancements, and delivered by the vendor to ensure consistency and effectiveness.
- ix. Provide an on-line search capability with context-sensitive help.
- x. Provide the ability to produce a printable training manual upon request.
- xi. Use version control to retain historical versions of documentation. Revisions must be clearly identified.
- xii. User materials and/or documentation must be written and organized so that novice users can learn from reading the documentation how to access the on-line windows/screens, read reports, and perform all other user functions.
- xiii. User manuals must contain a table of contents and an index.
- xiv. Descriptions of error messages for all fields incurring edits must be presented and the necessary steps to correct such errors must be provided.
- xv. Abbreviations must be consistent throughout the documentation.
- xvi. Each user manual must contain a section describing all reports generated within the subsystem, which includes the following:

- a. A narrative description of each report.
- b. The purpose of the report.
- c. Definition of all fields in the report, including detailed explanations of calculations used to create all data and explanations of all subtotals and totals.
- d. Definitions of all user-defined, report-specific code descriptions and pages of each report. Instructions for requesting reports or other outputs must be presented with examples of input documents and/or screens.
- e. Instructions for making online updates must clearly depict which data and files are being changed.

[REDACTED]

V.D.7.d Acceptance from the State on Training Results

RFP Reference: V.D.7.d Acceptance from the State on Training Results, p. 37

Present training results, address any concerns or questions raised by DHHS, to obtain formal approval to proceed with the project's next phase. Once all training concerns are mitigated and resolved and properly documented, DHHS will provide final approval.

[REDACTED]

[REDACTED]

V.D.8 PRE-IMPLEMENTATION

RFP Reference: V.D.8 Pre-Implementation, pp. 37–39

8. Pre-Implementation

Perform each of the following tasks as indicated below. Describe its methodology to accomplish all the tasks as stated directly below. Note: If other tasks and/or functions are necessary to accomplish the requirement and achieve full functionality, vendor must integrate such tasks into their solution to be performed accordingly.

[REDACTED]

A horizontal bar chart titled 'Percentage of respondents who believe that the U.S. should take action to address climate change'. The chart is divided into two main sections: 'By Age' and 'By Gender'. The 'By Age' section shows data for four age groups: 18-29, 30-49, 50-69, and 70+. The 'By Gender' section shows data for Male and Female. Each section contains four bars representing the percentage of respondents in that category who believe the U.S. should take action. The y-axis represents the percentage, ranging from 0 to 100. The x-axis represents the percentage of respondents.

Category	Sub-category	Percentage of respondents who believe that the U.S. should take action to address climate change
By Age	18-29	92%
	30-49	88%
	50-69	85%
	70+	78%
By Gender	Male	82%
	Female	88%

V.D.8.a Preparing and providing complete technical and user documentation for the MDR System to DHHS for its review and approval.

RFP Reference: V.D.8.a Preparing and providing complete technical and user documentation for the MDR System to DHHS for its review and approval, p. 37

a. Preparing and providing complete technical and user documentation for the MDR System to DHHS for its review and approval.

[Redacted content]

[REDACTED]

V.D.8.b Preparing and providing an Implementation Plan to DHHS for its review and approval.

RFP Reference: V.D.8.b Preparing and providing an Implementation Plan to DHHS for its review and approval, p. 38

b. Preparing and providing an Implementation Plan to DHHS for its review and approval. The Implementation Plan, which is separate from the Project Plan, shall address, among other things, the roll out of the MDR System and a series of tasks and activities that must be accomplished starting 60 days prior to the planned Go-Live date. The Implementation Plan must be completed and submitted for DHHS approval 90 days prior to the Go-Live date.

[REDACTED]

[REDACTED]

V.D.8.c The Implementation Plan must include at minimum the following:

RFP Reference: V.D.8.c The Implementation Plan must include at minimum the following, p. 38

- c. The Implementation Plan must include at minimum the following:
 - i. Description of the release and deployment of a new/updated module agreed upon by all stakeholders.
 - ii. The Implementation Checklists, along with each Implementation Checkpoint, must be clearly identified and documented in the plan.
 - iii. Compatibility between all the related assets and service components within each release package is verified.
 - iv. Via the configuration management process in place, verify that the integrity of release packages and their constituent components are maintained throughout the transition activities.
 - v. Define how release and deployment packages can be tracked, installed, tested, verified, and/or uninstalled or backed out, if appropriate.
 - vi. Define how deviations, risks, and issues related to the new or updated module are recorded and how corrective actions are ensured.
 - vii. Define how the transfer of knowledge will occur to enable end users to optimize their use of the new/updated module to support their business activities.
 - viii. Define the transfer of skills and knowledge to operations staff to effectively and efficiently deliver, support, and maintain the new/updated module according to the documented Service Level Agreements (SLAs).

Gainwell's Implementation Plan provides a comprehensive framework for deploying the MDR solution into production and transitioning Nebraska DHHS to ongoing operations. The plan documents all activities necessary to support deployment readiness, production rollout, cutover

execution, operational transition, risk management, and knowledge transfer. Gainwell develops the Implementation Plan in collaboration with DHHS and maintains it under project governance and approved change management processes throughout implementation.

The Implementation Plan documents the release and deployment strategy for all new or updated system components and identifies the scope, objectives, dependencies, deployment activities, and approval requirements associated with each release. All stakeholders review and approve release content prior to deployment activities.

[Redacted content block]

V.D.8.d Perform all tasks listed below:

RFP Reference: V.D.8.d Perform all tasks listed below, pp. 38–39

d. Perform all tasks listed below:

- i. Complete an Implementation Assessment that includes an analysis of DHHS current MDR operations and processes that results in a detailed Pre-Operational Transition Plan for transitioning DHHS current operations and data to the Contractor's MDR solution.
- ii. Prepare and provide Implementation Checklists for use at each Implementation Checkpoint to DHHS for its review and approval. The Implementation Checkpoints are 60 days, 45 days, and 30 days prior to the Go-live date.
- iii. Prepare and provide a formal "Go/No Go" standards to be applied at the Implementation Checkpoints for State review and approval.
- iv. Prepare and provide tests to DHHS for its review and approval to determine whether the Go/No Go standards have been met at each of the intervals set forth therein. Such tests shall include checking the status of the implementation against the applicable meeting with all team members and stakeholders who own any part of the implementation checklist to validate sufficient progress and readiness to move forward.
- v. Provide DHHS with assistance as reasonably requested in connection with DHHS's effort to assess implementation readiness at each Implementation checkpoint. The assistance shall include providing DHHS with vendor's assessment applying the Go/No Go standards.
- vi. At DHHS's election, remediate any Deficiencies giving rise to a No-Go determination at an Implementation Checkpoint, and test the resolution to DHHS's reasonable satisfaction.
- vii. Prepare and provide business continuity and disaster recovery plans to DHHS for its review and approval.
- viii. Successfully test the business continuity and disaster recovery plans.
- ix. Successfully execute the Infrastructure Plan and successful test the production environment established under such plan.
- x. Prepare for DHHS review and approval of a contingency/mitigation plan to provide for a "triage\war room structure" and protocols to be observed if deficiencies are discovered upon Go Live including a DHHS decision to take the MDR System out of production and restore the MDR functionality in the current system (the "Contingency Plan").
- xi. Prepare and provide a cut-over plan to DHHS for its review and approval. The cut-over plan shall detail final tasks and steps needed to move the system into production - including plans to check connectivity with all for all interfaces and interface partners to ensure data can be sent and received in production.
- xii. Successfully execute the Data Security Plan. Prepare for DHHS review and approval a system and operations security plan and describe how the Vendor will protect DHHS data and how the MDR System meets all Federal and State security regulations.
- xiii. Prepare a Go Live contact list.
- xiv. Successfully execute the Data/File Conversion and Migration Plan and Data Conversion Test Plan.
- xv. Successfully execute the pre-Go Live portions of the Stakeholder Communications Plan.
- xvi. Successfully execute the pre-Go Live portions of the Contingency Plan for any preparations needed to be able to immediately move to the plan in the event of a significant implementation failure.
- xvii. Provide the third-party auditing vendor such information and other assistance as it may reasonably request with respect to its readiness assessment.

xviii. Before elevation into the production environment, final certification from the Vendor that the MDR System is technically ready for implementation and Go Live.

Gainwell executes a structured pre-implementation readiness methodology that validates the MDR solution, supporting infrastructure, operational processes, personnel, and stakeholders are prepared for a successful production deployment. These activities are integrated into the overall Implementation Plan and are managed through governance reviews, readiness assessments, implementation checkpoints, formal approval milestones, and documented operational transition procedures.

Implementation Assessment and Pre-Operational Transition Planning

Gainwell conducts a comprehensive Implementation Assessment that evaluates Nebraska DHHS's current MDR operations, business processes, data, interfaces, reporting activities, operational procedures, and stakeholder interactions. Results of the assessment are documented within a Pre-Operational Transition Plan that defines the activities, responsibilities, timelines, dependencies, and readiness criteria required to transition current operations and data to the new MDR solution.

Implementation Checklists and Implementation Checkpoints

Gainwell develops detailed Implementation Checklists that document all activities required to support deployment readiness. Checklists identify task owners, due dates, dependencies, completion criteria, approval requirements, and readiness indicators. These checklists support formal readiness reviews conducted at the 60-day, 45-day, and 30-day Implementation Checkpoints before go-live.

At each checkpoint, Gainwell reviews implementation progress, validates completion of required activities, identifies risks and outstanding items, and provides readiness updates to Nebraska DHHS for review and approval.

Go/No-Go Standards and Readiness Validation

Gainwell develops formal go/no-go criteria that define the standards required for advancement through each Implementation Checkpoint and final deployment approval. These standards address system readiness, testing completion, training completion, operational preparedness, security validation, conversion readiness, interface readiness, and stakeholder preparedness.

Gainwell develops readiness validation procedures and review materials that allow Nebraska DHHS to evaluate progress against the approved go/no-go criteria. Readiness reviews include stakeholder meetings, checklist verification activities, issue reviews, risk assessments, and validation of implementation milestones.

Readiness Assessment Support and Deficiency Remediation

Gainwell supports Nebraska DHHS throughout all readiness assessments by providing implementation status information, readiness metrics, issue tracking information, risk assessments, testing outcomes, training results, and operational readiness documentation. Gainwell also provides its independent assessment of implementation readiness based on the approved go/no-go standards.

If Nebraska DHHS determines that a no-go decision is appropriate at any checkpoint, Gainwell works collaboratively with DHHS to remediate identified deficiencies, execute corrective actions, perform validation testing, and support readiness reassessment activities until the identified concerns are addressed.

Business Continuity and Disaster Recovery

Gainwell develops detailed Business Continuity and Disaster Recovery Plans and submits them to Nebraska DHHS for review and approval. These plans document recovery procedures, communication protocols, operational recovery activities, recovery objectives, responsibilities, escalation procedures, and testing requirements.

Gainwell conducts formal testing of business continuity and disaster recovery procedures and documents the results for DHHS review. Testing validates recovery processes, recovery timelines, communication procedures, system restoration capabilities, and operational readiness.

Infrastructure Readiness and Production Validation

Gainwell executes all activities defined within the Infrastructure Plan and validates the production environment before deployment. Validation activities include environment configuration reviews, connectivity testing, performance validation, security verification, operational monitoring validation, and production readiness assessments.

Contingency Planning and War Room Operations

Gainwell develops a comprehensive Contingency Plan that defines the triage and war room structure, escalation procedures, communication protocols, stakeholder responsibilities, issue management processes, decision-making authority, and contingency procedures to be used if significant issues arise during or following go-live.

The Contingency Plan also defines procedures for evaluating whether production operations should continue, whether contingency actions should be invoked, and how Nebraska DHHS may restore operations if significant implementation issues are encountered.

Cutover Planning

Gainwell develops and delivers a detailed Cutover Plan for DHHS review and approval. The plan identifies all production deployment activities, sequencing requirements, dependencies, responsibilities, communication events, validation tasks, and rollback procedures associated with production deployment.

The Cutover Plan includes validation of all interfaces and connectivity with trading partners and external systems to confirm that data can be transmitted and received successfully in the production environment.

Data Security Planning

Gainwell develops and executes a comprehensive Data Security Plan that documents the administrative, technical, and operational safeguards used to protect Nebraska DHHS data. The plan describes how the MDR solution supports applicable federal and state security requirements and identifies security controls, monitoring procedures, access management processes, incident response activities, and operational security practices.

Supporting system security and operational security documentation is provided to DHHS for review and approval.

Go-Live Preparation Activities

Gainwell prepares and maintains a Go-Live Contact List containing project leadership, operational contacts, technical resources, support personnel, and escalation contacts required during deployment and stabilization activities.

Gainwell successfully executes the approved Data/File Conversion and Migration Plan and associated Data Conversion Test Plan. Conversion results, reconciliation outcomes, validation results, and migration readiness metrics are reviewed prior to deployment.

Gainwell also executes all pre-go-live Stakeholder Communications Plan activities, including communications with Nebraska DHHS personnel, solution users, operational stakeholders, and external parties as defined within the approved communication strategy.

Additionally, Gainwell performs all pre-go-live contingency preparations required to support immediate execution of contingency procedures if deployment issues arise during implementation.

Third-Party Readiness Assessment Support

Gainwell cooperates fully with Nebraska DHHS and any authorized third-party auditing or assessment organizations. The project team provides requested documentation, readiness information, testing results, technical details, operational procedures, and other information necessary to support independent readiness evaluations.

Final Technical Readiness Certification

Prior to production deployment, Gainwell performs a final readiness review and provides certification that the MDR solution, supporting infrastructure, conversion activities, interfaces, security controls, operational procedures, and deployment readiness activities have been completed and validated. This certification confirms that the solution is technically prepared for implementation and go-live based on the approved readiness criteria and project governance requirements.

Through this comprehensive readiness methodology, Gainwell provides Nebraska DHHS with a structured, transparent, and low-risk approach to deployment preparation that supports operational readiness, minimizes implementation risk, and supports a successful transition to production operations.

V.D.9 IMPLEMENTATION

RFP Reference: V.D.9 Implementation, p. 39

9. Implementation

Describe and include specific information regarding your methodology to accomplish each task listed. Note: If other tasks and/or functions are necessary to accomplish the requirement and achieve full functionality, vendor must integrate such tasks into their solution to be performed accordingly.

Detail approach and assurances to items a. through d. of the following as it relates to Implementation:

- Change management.
- Issue management.
- Defect management.
- Process for monitoring initial operation of the implemented system.

Gainwell executes implementation through a structured, governed methodology that transitions the MDR solution from deployment readiness to active production operations. Our implementation approach focuses on stakeholder coordination, change management, issue management, defect resolution, operational monitoring, stabilization activities, and continuous communication with Nebraska DHHS. The implementation phase validates that the solution,

users, interfaces, data, and operational processes function as expected in the production environment and that DHHS is fully prepared to support ongoing operations.

Implementation activities begin after successful completion of all deployment readiness reviews, testing activities, training activities, data conversion activities, and formal go-live approvals. Gainwell coordinates implementation activities through established project governance processes, deployment planning, communication procedures, and operational readiness controls to support a smooth transition into production.

Change Management

[Redacted content]

[REDACTED]

V.D.9.a Perform and Complete all Aspects of the Implementation.

RFP Reference: V.D.9.a Perform and Complete all Aspects of the Implementation, p. 39

Perform all activities required for successful implementation of the system into production. Upon full operation, after the system implementation, delivery of all functionalities, mitigation/resolution of concerns, DHHS will provide final approval. As such, there shall be a transition to the system being official and formally available in the production environment for all internal and external users.

Gainwell performs and completes all activities necessary to successfully implement the MDR solution into production and transition Nebraska DHHS from implementation activities to fully operational system use. Our implementation methodology follows a structured and controlled approach that integrates deployment, operational readiness, data conversion, interface activation, user enablement, production validation, stabilization, and post-go-live support activities.

[REDACTED]

[REDACTED]

V.D.9.b Assist the State with On-Site Implementation Assistance for Go-Live Week (On-Site)

RFP Reference: V.D.9.b Assist the State with On-Site Implementation Assistance for Go-Live Week (On-Site), p. 39

Provide DHHS with on-site implementation assistance for go-live week with hands-on support during the critical period when the system transitions into full operation. Upon mitigation/resolution of all concerns DHHS will provide final approval.

Responsibilities will include the following:

- i. Go-live-Week Support – Monitor system performance and promptly identify any technical issues, assisting users with navigating the system and resolve any issues, document feedback and questions for post-launch analysis and improvement, and escalate any major issues to relevant teams.
- ii. Ensure all key staff on-site throughout the duration of go-live week session. In the event there are substantial open unresolved issues (i.e., DHHS business operation needs), extension and/or additional on-site assistance to be required at no additional charge to DHHS.

[REDACTED]

V.D.9.c Acceptance from the State on Implementation Results.

RFP Reference: V.D.9.c Acceptance from the State on Implementation Results, p. 39

Present implementation results and address any concerns/questions raised by DHHS, to gain formal approval to proceed with the project's next phase. This includes gathering feedback, demonstrating the achieved benefits, and addressing any remaining concerns. Upon mitigation/resolution of all concerns DHHS will provide final approval.

Gainwell works closely with Nebraska DHHS throughout implementation, stabilization, and production operations to validate that the MDR solution meets approved functional, technical, operational, reporting, security, and business requirements. Following completion of implementation activities, Gainwell prepares and presents a comprehensive implementation results package that documents deployment outcomes, operational performance, issue resolution activities, delivered functionality, and system readiness for ongoing operations.

The implementation results package summarizes all implementation activities completed during deployment and stabilization, including production rollout activities, validation results, data conversion outcomes, interface processing results, training completion, operational readiness activities, issue resolution efforts, and post-go-live support outcomes. Gainwell reviews these results with DHHS stakeholders and provides demonstrations, operational metrics, status summaries, and supporting documentation as requested.

Throughout the implementation review process, Gainwell gathers feedback from DHHS users, administrators, operational personnel, and project stakeholders regarding system performance, functionality, user adoption, business process execution, reporting capabilities, and overall operational effectiveness. Feedback is documented, evaluated, prioritized, and incorporated into issue resolution and continuous improvement activities as appropriate.

Gainwell addresses all questions, concerns, comments, and recommendations identified during the implementation review process. Concerns are documented and tracked through established issue and defect management procedures, with resolution activities monitored through completion. The project team works collaboratively with DHHS to evaluate impacts, develop corrective actions, implement approved resolutions, and validate outcomes.

As part of the acceptance process, Gainwell demonstrates the successful delivery of contracted functionality and reviews the operational benefits achieved through implementation, including system availability, operational performance, workflow execution, reporting functionality, interface processing, data integrity, and user access capabilities. Implementation results are measured against approved project objectives, acceptance criteria, and readiness requirements.

Prior to final approval, Gainwell confirms that:

- All planned implementation activities have been completed
- Contracted functionality has been delivered and validated

- Production operations are functioning as intended
- Identified implementation issues and concerns have been resolved or have approved remediation plans
- Operational support processes are in place and functioning effectively
- Required documentation, training materials, and support resources have been delivered
- Acceptance criteria have been satisfied

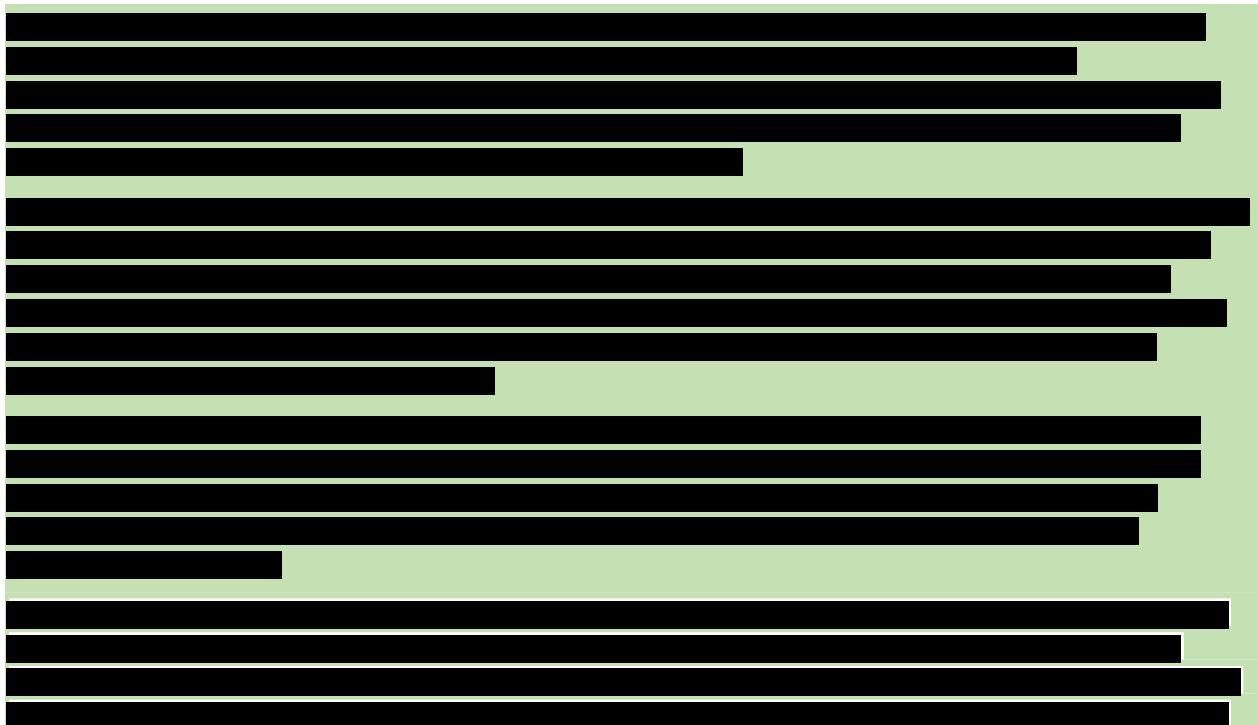
Gainwell maintains regular communication with DHHS throughout the review and approval process and provides updated implementation status information, issue resolution updates, and readiness assessments as needed. All implementation outcomes, mitigation activities, approvals, and final acceptance documentation are maintained within the project repository.

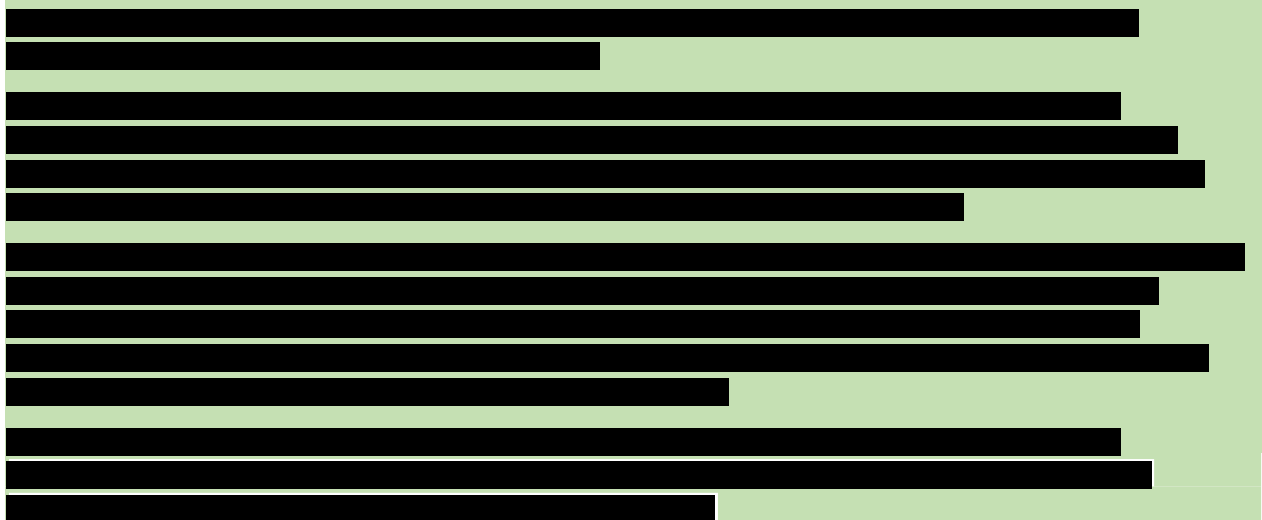
Once all concerns have been addressed, corrective actions completed, and implementation objectives achieved, Gainwell supports DHHS final review of implementation results and readiness outcomes. Following DHHS confirmation that concerns have been satisfactorily mitigated or resolved, DHHS may provide final approval and formally transition the MDR solution into ongoing production operations and support.

V.D.9.d Additional Information

RFP Reference: V.D.9.d Additional Information, p. 39

Work performed by DHHS is subject to State and Federal statutes that may not be within the system's capabilities. This may necessitate a change order initiated by DHHS. Vendor must be responsive to making prescribed modifications promptly and in accordance with the change order process to achieve timely compliance and avoid service disruption. Pricing related to change order requests must be referenced in Part III – Optional Services Miscellaneous Support and Enhancements and/or referenced Hourly Rates per title/role on the Cost Sheet.





V.D.10 POST-IMPLEMENTATION

RFP Reference: V.D.10 Post-Implementation, pp. 39–40

Describe and include specific information regarding your methodology to accomplish each task listed. Note: If other tasks and/or functions are necessary to accomplish the requirement and achieve full functionality, vendor must integrate such tasks into their solution to be performed accordingly. Include a detailed approach to each of the following as it relates to Maintenance, Operations and Support. For sections a. through d. DHHS will review and approve, with the designated State stakeholder providing final sign-off.

Detail items a. through d. of the following as it relates to Post-Implementation:

- System maintenance.
- The proposed evolution, planned releases, and on-going development philosophy of core products and software tools in your proposed system.
- How system improvements, change requests, and bug fixes are prioritized. Also include details as to how DHHS's projects are prioritized amongst other client requests.
- Response times for all levels of support, escalation process of support, support tracking system, and support severity level determinations;
- What support options are available (e.g., phone, chat, support ticket, etc.)

Gainwell provides comprehensive post-implementation services that support system stability, operational excellence, continuous improvement, and long-term success of the MDR solution. Following implementation and stabilization, Gainwell transitions the solution into ongoing maintenance, operations, and support activities through established governance, service management, issue resolution, release management, and continuous improvement processes.

Our post-implementation methodology focuses on maintaining system availability, supporting business operations, managing enhancements, addressing defects, delivering software updates, and responding to evolving business, regulatory, and technical requirements. Gainwell works closely with Nebraska DHHS to maintain alignment between operational needs, system capabilities, and future program objectives.

[REDACTED]

[REDACTED]

V.D.10.a Coordinate and Facilitate a Post-Implementation Review Teleconference Meeting

RFP Reference: V.D.10.a Coordinate and Facilitate a Post-Implementation Review Teleconference Meeting, p. 40

Meeting should focus on evaluation of project objectives being met, efficiency of project management, documentation of lessons learned and troubleshooting for future guidance. Meeting should be scheduled within two (2) weeks following the acceptance of the Warranty Period.

Gainwell coordinates and facilitates a formal Post-Implementation Review Teleconference with Nebraska DHHS within two weeks following acceptance of the Warranty Period. The purpose of this review is to evaluate implementation outcomes, assess operational performance, identify lessons learned, and document recommendations that support ongoing operations and future system enhancements.

[REDACTED]

[REDACTED]

V.D.10.b Provide a Plan for Enhancement Requests

RFP Reference: V.D.10.b Provide a Plan for Enhancement Requests, p. 40

For DHHS change requests that are not federally required, and qualify as enhancements rather than defects, provide a plan to address expected timelines, cost estimates and pricing.

Gainwell provides Nebraska DHHS with a structured enhancement management process for change requests that are not federally mandated and are determined to be enhancements rather than system defects. This process supports transparency, informed decision-making, predictable delivery schedules, and effective management of future system improvements throughout the life of the contract.

A horizontal bar chart with 40 rows. Each row contains a black bar of varying length. The bars are grouped into several clusters. Some rows have a small black square to the left of the bar. The background is light green with horizontal white grid lines.

Row	Bar Length (approx. %)	Marker
1	95	No
2	98	No
3	96	No
4	90	No
5	35	No
6	93	No
7	10	No
8	38	Yes
9	25	Yes
10	40	Yes
11	46	Yes
12	28	Yes
13	15	Yes
14	41	Yes
15	98	No
16	95	No
17	96	No
18	28	No
19	93	No
20	97	No
21	90	No
22	97	No
23	55	No
24	93	No
25	96	No
26	98	No
27	98	No
28	93	No
29	10	No
30	90	No
31	93	No
32	90	No
33	98	No
34	98	No
35	93	No
36	10	No
37	90	No
38	93	No
39	90	No
40	98	No

V.D.10.c Provide a Transition Plan from Implementation to Maintenance, Operations and Support

RFP Reference: V.D.10.c Provide a Transition Plan from Implementation to Maintenance, Operations and Support,
p. 40

Plan must outline steps and activities for transitioning from system implementation to Maintenance, Operations and Support. Plan must define transition goals, transition activities, identify support resources, assign support responsibilities, and identify support communication channels. Plan must designate an account manager, responsible for business specifications/requirements being fulfilled and serve as point of contact for escalations, questions and support.

[Redacted content]

[REDACTED]

V.D.10.d Final Sign-Off

RFP Reference: V.D.10.d Final Sign-Off, p. 40

Once all objectives have been met satisfactorily, prepare final sign-off documents, to include, at a minimum: project summary, list of deliverables, acceptance criteria, statement of satisfaction, and signature fields for stakeholders. Present post-implementation results, address any concerns or questions raised by the State, and gain State's formal approval to proceed with the project's next phase.

Final sign-off documents must be prepared and provided to the State for review. All concerns must be mitigated and resolved and be properly documented by the vendor. Once complete, the designated State of Nebraska stakeholders will provide final sign-off approval of the system.

Gainwell supports Nebraska DHHS through a structured final acceptance and project closeout process designed to validate that all project objectives, contractual requirements, implementation activities, operational readiness milestones, and acceptance criteria have been successfully completed. The objective of this process is to provide DHHS with full visibility into project outcomes and establish a formal basis for final system acceptance.

[REDACTED]

Group	U.S. should take action	U.S. should not take action	U.S. should take action, but only if other countries do first
All respondents	78%	18%	4%
U.S. respondents	75%	21%	4%
Non-U.S. respondents	82%	15%	3%

V.D.11 MAINTENANCE, OPERATIONS AND SUPPORT

RFP Reference: V.D.11 Maintenance, Operations and Support, pp. 40–41

Following a successful warranty period and sign-off, the project will immediately transition into the Maintenance, Operations, and Support phase.

Describe and include specific information regarding your methodology to accomplish each task listed. Note: If other tasks and/or functions are necessary to accomplish the requirement and achieve full functionality, vendor must integrate such tasks into their solution to be performed accordingly.

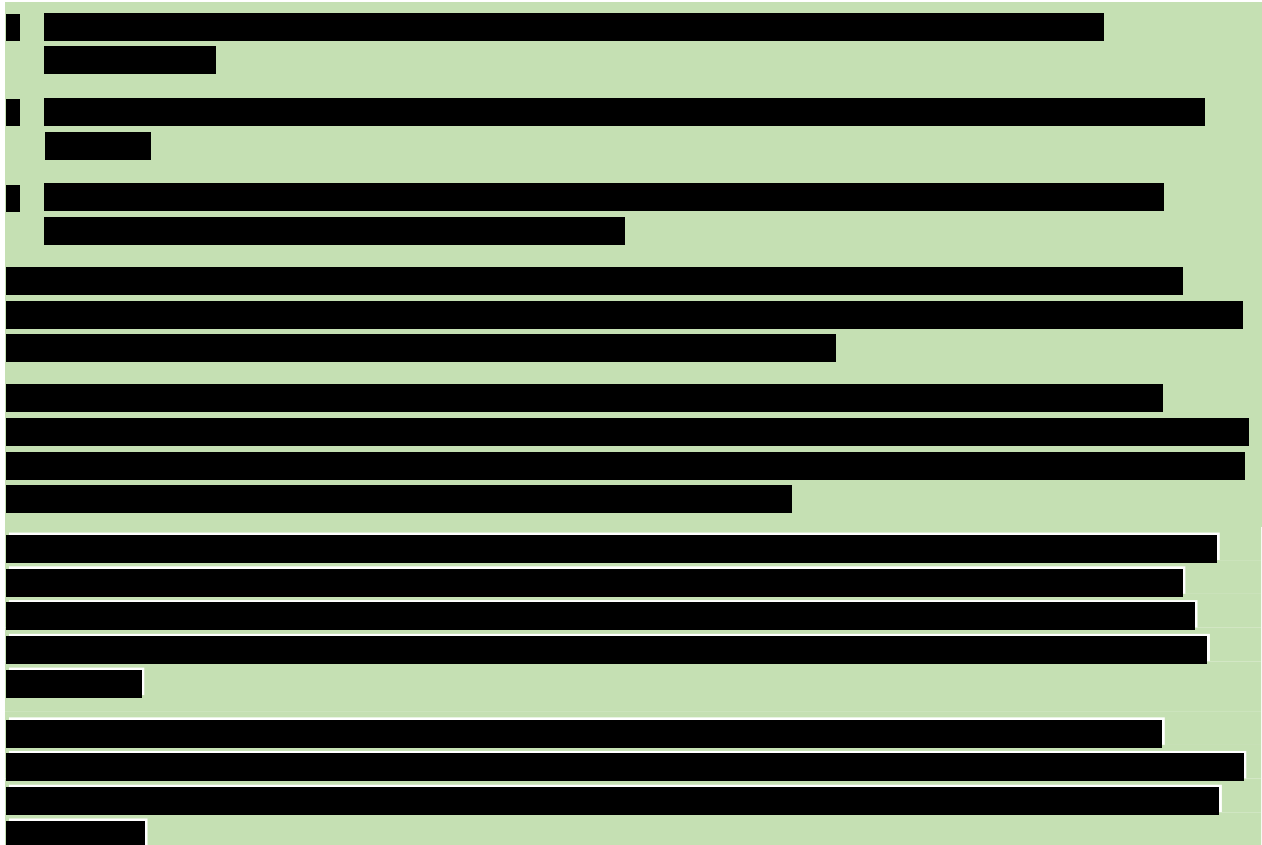
- a. Complete system upgrades only after new versions or software updates have been fully tested, found critical error-free, and agreed upon with DHHS.
- b. Provide timely system fixes and resolution of issues deemed critical by DHHS.
- c. Have a regular maintenance schedule established with DHHS; regular maintenance should only be performed outside normal business hours.
- d. Mechanisms for soliciting and incorporating user feedback shall be established to prioritize system enhancements and address user pain points effectively. Continuous improvement initiatives shall be undertaken to enhance user experience and system functionality.
- e. Provide proper notification and details regarding when the system is or will be unavailable to users.
- f. Provide a process for DHHS to identify and improve the system based on defects, feature enhancements, or needed adjustments.
- g. Provide a change control process before any change or amendment may be completed to add or modify a requirement of the awarded contracts. As part of MDR project governance, DHHS and vendor will establish a Change Control Board (CCB) to manage the change control process.
- h. Designate an account manager for the life of the contract whose role is to ensure business specifications/requirements are being fulfilled and be an escalation point for questions and support; this individual should be ascertained during the development of the Staffing Plan.
- i. Training materials must be readily accessible online, regularly updated to reflect system enhancements, and delivered by the vendor to ensure consistency and effectiveness.
- j. Conduct an annual independent third-party penetration test of the solution that includes the Open Web Application Security Project (OWASP) Top 10 and submit the annual results to the designated individual for DHHS.
- k. Conduct an annual disaster recovery test for the solution and submit the annual results to the designated individual for DHHS.
- l. Conduct an annual independent third-party security controls assessment that meets the National Institute for Standards and Technology (NIST) SP 800-53 moderate standard and submit the annual results to the designated individual for DHHS.
- m. Monitor and report on the status of all deliverables and applicable performance standards required during the DDI and M&O phases of the contract.
- n. Help Desk Support.
 - i. Provide staffing and operation of a Help Desk during normal business hours.
 - ii. Provide level 0 (customer self-service), level 1(basic support), level 2 (moderate support) that includes as appropriate, escalation to the State, and level 3 (technical/integration) support related to the functionality of the scope of work. Level 1 help desk shall be the first point of contact and responsible to log the issue and, if possible, assist the user and resolving the issue without the need for escalation.
 - iii. Provide support for all critical system failures or issues Monday to Friday 7AM to 6PM Central Time during DHHS business days.
 - iv. Provide help desk training to specified State staff members prior to vendor supplied help desk staffing and operation roll off.

Following successful completion of the warranty period and final acceptance by Nebraska DHHS, Gainwell transitions the MDR solution into an established Maintenance, Operations, and Support model designed to support system reliability, operational continuity, security, regulatory compliance, and continuous improvement. Our approach combines proactive system

management, responsive support services, structured governance, ongoing enhancement planning, and operational performance monitoring to support the long-term success of the MDR solution.

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[illegible]



V.D.12 **TURNOVER PHASE**

RFP Reference: V.D.12 Turnover Phase, p. 41

Describe and include specific information regarding your methodology to accomplish each task listed. Note: If other tasks and/or functions are necessary to accomplish the requirement and achieve full functionality, vendor must integrate such tasks into their solution to be performed accordingly.

Provide DHHS assistance with respect to:

- Assignment of any hosting agreement to DHHS, if applicable.
- Implementation of the MDR solution on DHHS or DHHS designee infrastructure, if applicable.
- Transition of maintenance, operations and support of the MDR solution to DHHS or one or more DHHS designees.
- Transition of any other Services to DHHS or one or more DHHS designees.

Provide a draft plan for transition of the MDR System and providing the required training to DHHS or a third-party designee of DHHS to operate the solution if at termination or expiration, DHHS determines not to extend the Term with respect to maintenance, operations and support services (the "Turnover Plan").

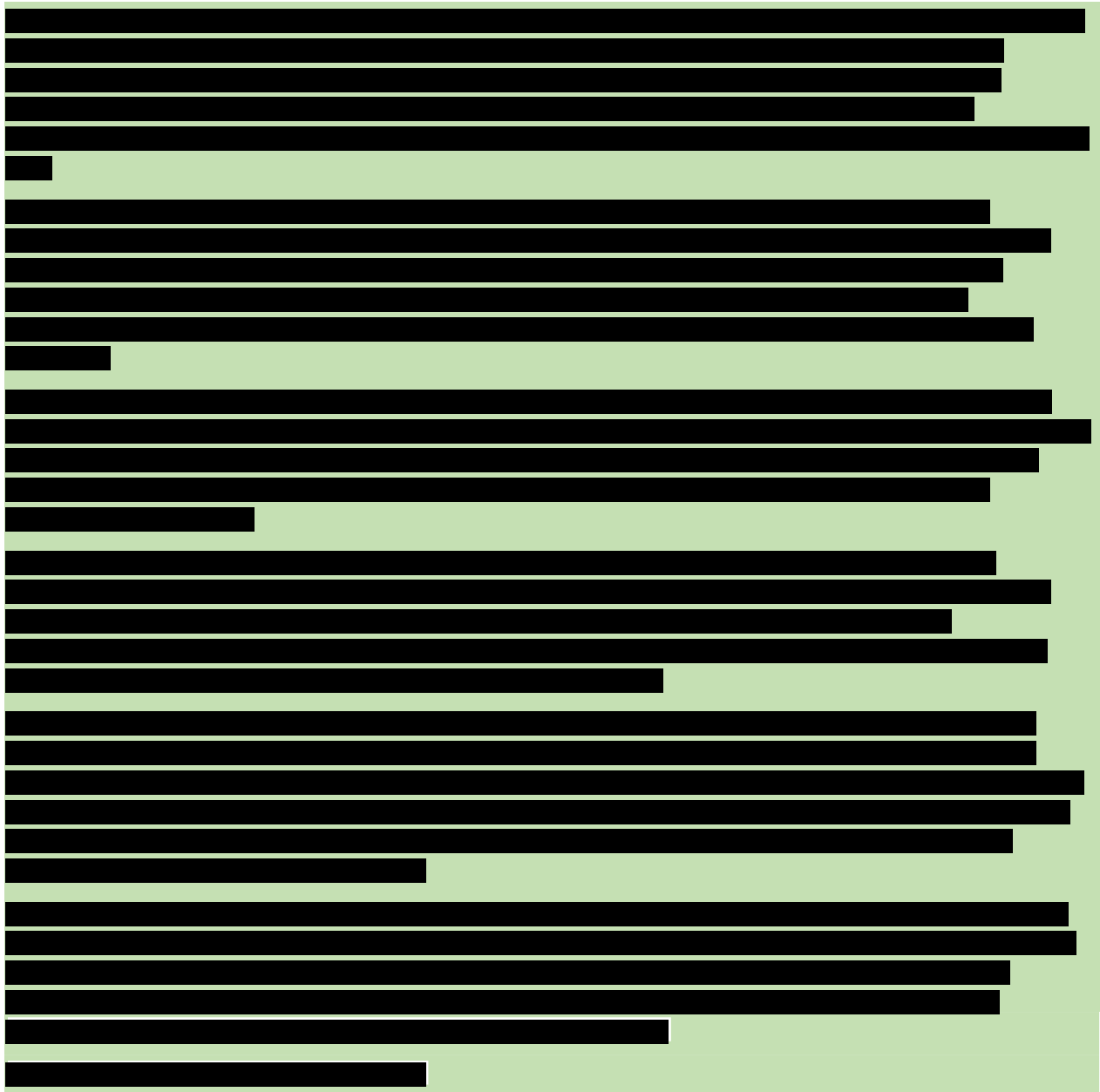
The Turnover Plan shall include a detailed listing of all hardware and software required to operate the MDR solution and require that upon DHHS request, or one hundred and eighty (180) days prior to the end of the Term, the vendor shall provide for DHHS review and approval, a Knowledge Transfer Plan that includes the proposed curriculum, timeline and sample training materials that will be used to support DHHS or a DHHS designee in taking over the system management and operation.

The Turnover Plan and Knowledge Transfer Plan shall provide for a transition and training period of at least twelve (12) months.

As a part of the turnover plan, the vendor must provide:

- i. a documented roadmap with time estimates to migrate the system to the state's infrastructure (or tenant in the case of a cloud implementation).
- ii. document how future licensing and support of the product would be accomplished if the DHHS takes over the hosting function.
- iii. detail list of all licenses required, and frequency for payment of each license once the DHHS takes over the solution.

Gainwell recognizes the importance of a well-planned and orderly transition at the conclusion of the contract term or upon direction from Nebraska DHHS. Our Turnover Phase methodology supports continuity of operations, preservation of institutional knowledge, uninterrupted system availability, and successful transfer of the MDR solution and associated services to DHHS or a designated third party.



[REDACTED]

V.E BUSINESS REQUIREMENTS

RFP Reference: V.E Business Requirements, pp. 41–43

The solution must address the requirements specified in Attachment A – MDR Functional Requirements. All individual requirements, bidder instructions and criteria for meeting the full requirement are included in the document. Bidder must provide inline responses to the requirement to simplify bidder's response and Evaluator's review.

The Omnibus Budget Reconciliation Act (OBRA) of 1990 established the Drug Rebate Program. Congress created the Medicaid drug rebate program to reduce state and federal Medicaid expenditures for prescription drugs. Manufacturers of covered outpatient drugs (i.e., rebate-eligible drugs) are generally required to enter into rebate agreements with the Secretary of Health and Human Services and pay quarterly rebates to States. Most drugs covered under Medicaid are self-administered products (e.g., tablets) dispensed by pharmacies. However, Medicaid also covers physician-administered drugs, which include both injectable and non-injectable drugs that are typically administered by medical professionals in physicians' offices, clinics, or inpatient and outpatient hospitals.

Rebates are calculated using two sources of data: (1) pricing data submitted by manufacturers and (2) utilization data (i.e., the total number of rebate-eligible units for each drug) compiled by States. Each quarter, manufacturers send pricing data to the Centers for Medicare & Medicaid Services (CMS), which then calculates an unofficial unit rebate amount (URA). CMS makes a URA for each national drug code (NDC) available to States in the Drug Data Reporting (DDR) system for Medicaid. Each State determines the rebate amount that a manufacturer owes by multiplying the URA for each of the manufacturer's NDCs by the corresponding number of rebate-eligible units. Manufacturers are ultimately responsible for calculating an official URA and paying rebates to States.

Please see Attachment A – MDR Functional Requirements.

Gainwell understands the importance of the MDR Program and the critical role it plays in supporting Nebraska DHHS efforts to administer rebate activities, recover program expenditures, maintain compliance with federal requirements, and support accurate financial and operational oversight. The Gainwell Rx Drug Rebate solution is designed to support the business objectives established under the Omnibus Budget Reconciliation Act (OBRA) and subsequent MDR Program requirements, while providing a modern, configurable, secure, and operationally efficient platform.

[REDACTED]

[REDACTED]

V.E.1 Operations Requirements

RFP Reference: V.E.1 Operations Requirements, pp. 42–43

The M&O Phase begins immediately after implementation of the MDR solution, when production is underway and all MDR business functions are operational. Vendor will provide technical support and limited operational support relative to dispute management and resolution from Go-Live through completion of the contract, as determined in the final contract.

Operational planning is an essential mechanism for managing the M&O phase of the contracts. The operational planning process needs to be established early in the DDI Phase to guide the right configuration and implementation strategy for the system. Operational planning needs to consider some important considerations such as:

- a. Maximizing system availability to meet the operational requirements. This leads to a focus on designing reliability and maintainability of the system and resources in use.
- b. Preserving system operating potential through proper planning of system scheduled maintenance. This warrants a reliability-centered maintenance strategy that incorporates preventive maintenance to preempt failures and address security issues, thereby extending the mean time between corrective maintenance, as well as enhancing the availability of the system.
- c. Harnessing IT technology for maintenance management. This requires systematic capturing and tracking of operating and maintenance data to facilitate analysis planning and forecasting.

DHHS requires that all agreed maintenance planning artifacts be developed early in the DDI Phase to ensure that the operational needs are clearly understood and are incorporated into the decisions and choices in the final specifications of the MDR solution. Similarly plans such as transition plans need to be documented during the DDI phase to ensure a measurable way to monitor and manage operational readiness.

[REDACTED]

Group	Believe current government is responsible (%)	Do not believe current government is responsible (%)
Total	68	32
Rep/Lean Rep	72	28
Dem/Lean Dem	64	36

[illegible]

V.E.1.a Operations, Maintenance, and Configuration

RFP Reference: V.E.1.a Operations, Maintenance, and Configuration, p. 42

Contractors shall provide Technical and Dispute Management and Resolution Operations support, Maintenance, and ongoing Configuration of the MDR solution throughout the life of the contract. This includes providing Operations support as well as providing Maintenance and Enhancements to the solutions provided. Contractors will follow project management, requirements management, and system development processes throughout the life of the contract.

[Redacted content]

V.E.1.b Maintenance and System Enhancements

RFP Reference: V.E.1.b Maintenance and System Enhancements, pp. 42–43

There are two distinct classifications of work that vendor will perform: maintenance and system enhancements.

i. Maintenance DHHS defines maintenance for each module as follows:

- a) Making configuration updates as requested by DHHS. Configuration includes but is not limited to changes to table values, parameters, codes, and business logic, including hardcoded business logic.
- b) Correcting deficiencies (defects) found in the solutions based on detailed requirements described in the requirements attachments, Configuration documents and published design specifications.
- c) Correcting deficiencies (defects) found in the solutions based on a failure to meet the detailed requirements in completed enhancement, configuration or maintenance requests.
- d) Correcting deficiencies (defects) found in the solution by DHHS staff or any other state utilizing the solution.
- e) Conducting research requested by DHHS or required to support the Department. For example:
 - 1) System behavior and results
 - 2) New healthcare initiatives
 - 3) Best practices research across states and industry
 - 4) Impacts of new state and federal legislation
 - 5) Auditor requirements and corrective action plan implementation from audit findings
- f) Performing regular maintenance as needed by DHHS required to support DHHS Programs. Examples of maintenance include but are not limited to:
 - 1) Performance optimization.
 - 2) Database management.
 - 3) Software, hardware, and tools (e.g., patches, upgrades, and replacement).
 - 4) Interface, report, and correspondence changes.
 - 5) Making corrections or changes to maintain the integrity of the system or the data within it (e.g., backing out changes, correcting duplicate records, cleansing corrupt data, adding security measures, adding redundancy).
- g) Using appropriate testing, configuration, and change control procedures and be able to provide necessary related reporting/documentation.
- h) Updating system, user, and training documentation and online help to reflect changes that have been made to a solution.
- i) Performing the activities above to maintain customizations implemented as part of an approved enhancement.

j) Perform incremental integration services via configuration. Incremental integration services required during the DDI phase should be included in the DDI costs.

k) Solution will incorporate any federal mandated changes to the drug rebate program.

If incremental changes are included in existing requirements, are the result of bugs, operational support, user maintenance, batch cycles, and support of existing code or can be completed with the maintenance resources within the scope and schedule of the maintenance team, the change will fall under the definition of maintenance. If the change requires system development and testing efforts beyond the capacity or skill level of the maintenance team and are not part of the original requirements, the change will fall under the definition of enhancement as mutually agreed upon between the vendor and DHHS.

All maintenance activities will be performed at no additional cost to the state in the Bidder's response. Vendor will be required, at no additional cost, to add resources necessary to complete all activities by the required due date.

ii. System Enhancements DHHS defines systems enhancements as follows:

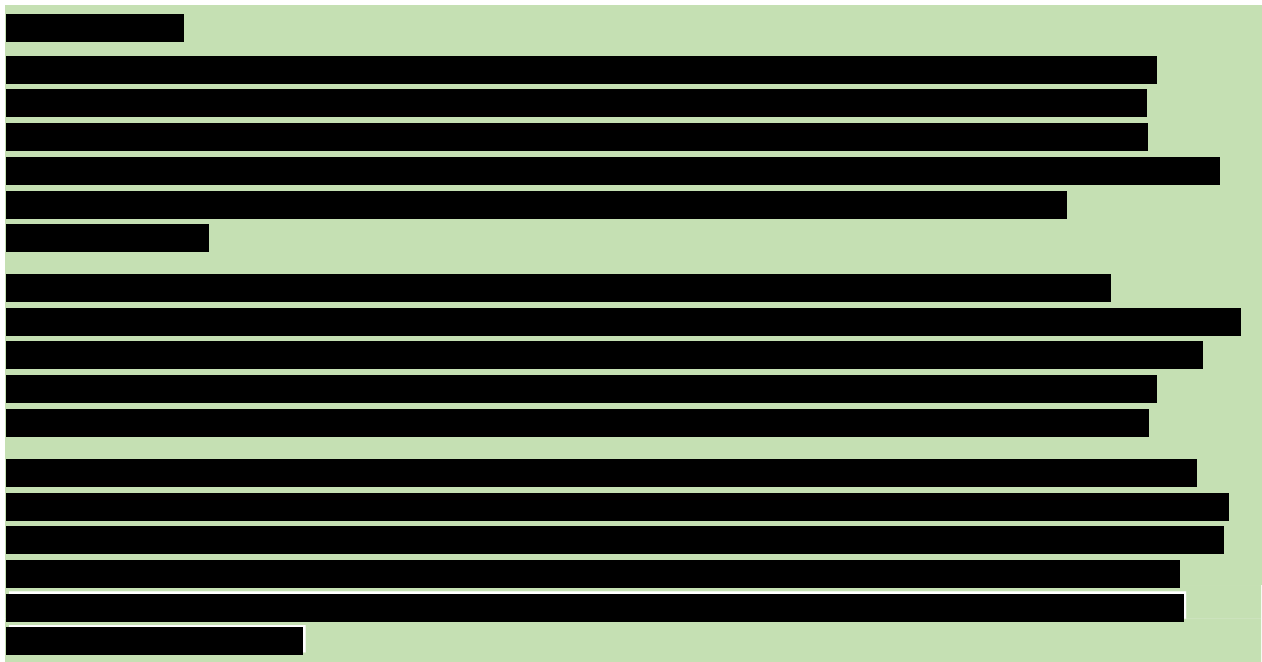
a) System enhancements exclude any activities defined in "Maintenance" above.

b) New features or functionality that fall outside the scope of all RFP requirements, bidder's RFP response, the contracts, or agreements of any supplemental negotiations.

DHHS must approve both the design and level of effort prior to the start of development or configuration for system enhancements via the change control process. DHHS must approve any changes to the design or level of effort that occur after the original approval. The level of effort billed cannot exceed the level of effort approved by DHHS and must comply with the rates defined in the Cost Sheet.

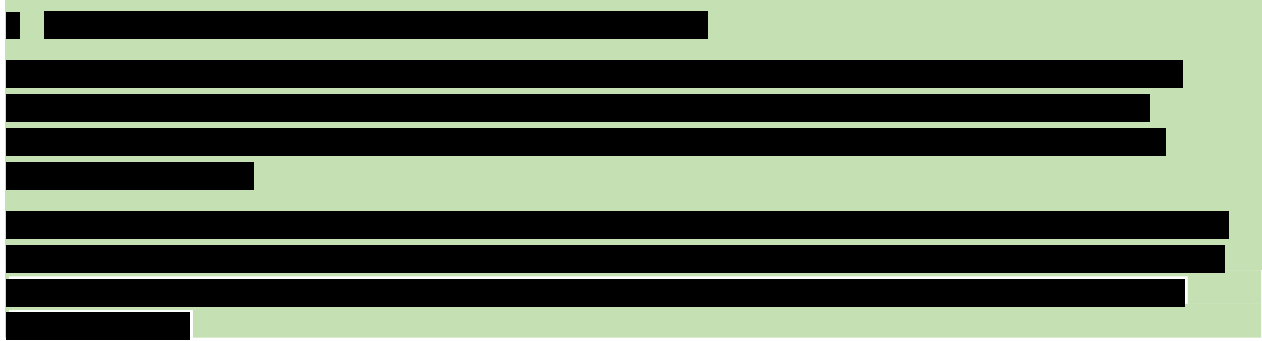
Vendor must provide an estimate of any impact on annual operations costs, for the enhancement during the M&O phase of the contracts if applicable. Reimbursements for any additional operations costs must be addressed in a contract amendment.

Gainwell understands and accepts Nebraska DHHS definitions of both Maintenance and System Enhancements and will manage each work category through established governance, change management, service management, and development lifecycle processes. Our approach provides clear distinction between maintenance activities and enhancement activities while supporting operational continuity, regulatory compliance, system stability, and ongoing program improvement throughout the life of the contract.



Horizontal bar chart showing the percentage of respondents by age group for each gender. The chart is divided into three sections: Male (top), Female (middle), and All (bottom). Each section contains bars for age groups: 18-24, 25-34, 35-44, 45-54, 55-64, 65-74, and 75+.

Gender	Age Group	Percentage
Male	18-24	12%
	25-34	28%
	35-44	25%
	45-54	22%
	55-64	18%
	65-74	15%
	75+	10%
Female	18-24	15%
	25-34	30%
	35-44	28%
	45-54	25%
	55-64	20%
	65-74	18%
	75+	12%
All	18-24	13%
	25-34	29%
	35-44	26%
	45-54	23%
	55-64	19%
	65-74	16%
	75+	11%



V.F TECHNICAL REQUIREMENTS

RFP Reference: V.F Technical Requirements, p. 43

The solution must address the requirements specified in the MDR Technical Requirements attachment. All individual requirements, instructions and criteria for meeting the full requirement are included in the document. Bidder must provide inline responses to the requirements to simplify bidder's response and Evaluator's review.

- Please see Attachment B – MDR Technical Requirements.
- Please see Attachment C – MDR Interfaces and Data Exchanges for a detailed listing of the current files supporting the MDR solution.

The following diagram shows the current MDR interfaces and data exchanges.

Figure 1 – MDR Interfaces and Data Exchanges

Gainwell addresses the Technical Requirements through the completed Attachment B – MDR Technical Requirements, where we provide inline responses to each requirement and identify the proposed solution approach for each item. In alignment with the RFP, Gainwell uses Attachment C – MDR Interfaces and Data Exchanges and Figure 1 – MDR Interfaces and Data Exchanges as the baseline representation of the State's current interface and data exchange environment. Our technical response aligns the proposed MDR solution with that baseline and describes how Gainwell supports the required architecture, integrations, data management, security, operations, and technical capabilities necessary to support the MDR program.

Where appropriate, additional implementation detail is provided in related proposal sections covering integrations, data/file conversion and migration, implementation, M&O, and support services. Detailed responses to each individual technical requirement, including the proposed implementation approach for meeting the requirement, are provided in Attachment B – MDR Technical Requirements.

V.G CMS CERTIFICATION REQUIREMENTS

RFP Reference: VI.A.2, p. 54; SOW Reference: V G, p. 44

V.G.1. CMS Certification Requirements

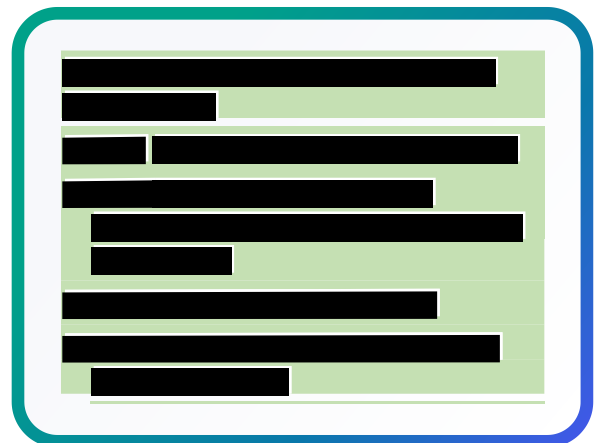
1. CMS Certification Requirements

The vendor shall perform each of the following tasks as indicated in a. through e. below. In its RFP's response, the Bidder shall describe in detail, how it will meet each requirement listed under each category (a. to e.) in this

[illegible]

Gainwell provides the staff resources necessary to support certification planning, workgroup sessions, workshops, milestone reviews, demonstrations, ORRs, CRs, and other certification activities required by DHHS and CMS. Following the final CR, Gainwell addresses and remediates certification findings according to schedules approved by CMS and DHHS and updates system documentation, user documentation, training materials, operational procedures, and certification artifacts through the approved change control process.

If requested by DHHS, Gainwell participates in certification activities for other DHHS modules that interact with the MDR solution. Gainwell also coordinates with subcontractors, vendors, and third-party organizations to validate and provide required certification artifacts and evidence within requested timeframes.



Device Type	Percentage of Respondents
Smartphone	95%
Tablet	90%
Feature phone	85%
Smartwatch	80%
Wearable device	75%
Smart TV	70%
Smart speaker	65%
Smart home device	60%
Smart car	55%

-
- | Government | Percentage |
|---------------------|------------|
| Current government | 68% |
| Previous government | 32% |

Country	Share of GDP
United States	10.2%
Germany	10.0%
France	9.8%
Italy	9.5%
Spain	9.2%
Japan	8.8%
China	8.5%
India	8.2%
South Korea	7.8%
United Kingdom	7.5%
Canada	7.2%
Sweden	6.8%
Switzerland	6.5%
Netherlands	6.2%
Australia	5.8%
South Africa	5.5%
Brazil	5.2%
Argentina	4.8%
Mexico	4.5%
Indonesia	4.2%
Russia	3.8%
Ukraine	3.5%
Poland	3.2%
Czech Republic	2.8%
Slovakia	2.5%
Hungary	2.2%
Romania	1.8%
Bulgaria	1.5%
Greece	1.2%
Portugal	1.0%
Ireland	0.8%
Luxembourg	0.5%
Belgium	0.3%
Austria	0.2%
Finland	0.1%
Denmark	0.0%



V.G.1.a General

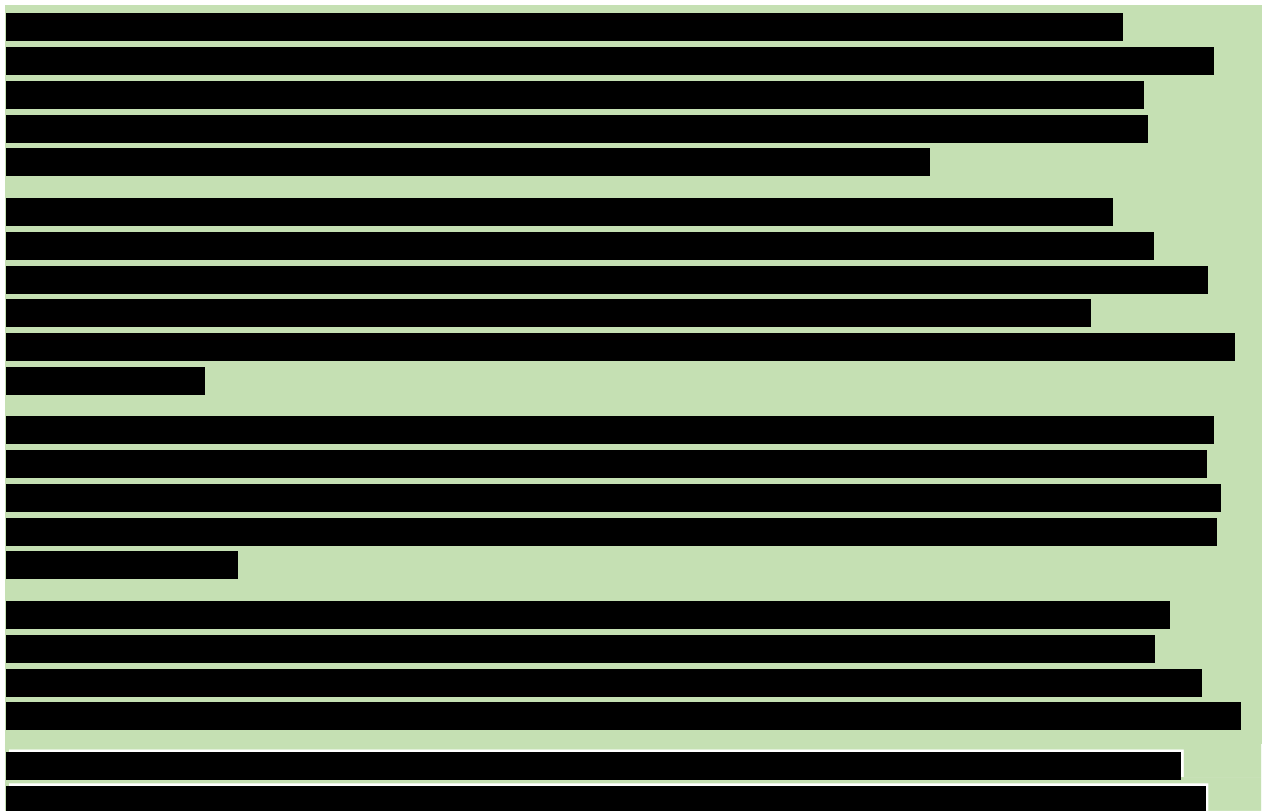
RFP Reference: VI.A.2, p. 54; SOW Reference: V G.1.a, p. 44-45

- a. General – Vendor shall complete all requirements listed herein:
 - i. Update system, user, and training documentation as necessary to support the certification process and to reflect changes that have been made to the solution resulting from the certification process following the approved change control process.
 - ii. Provide appropriate staff resources to support current CMS Certification, ORR (Operational Readiness Review), CR

(Certification Review) and certification activities including participating in planning activities, meetings and other activities as required by the State and CMS.

- iii. Participate and support in CMS certifications of other DHHS modules if needed. Such participation shall be limited to modules that interact with the vendors solution.
- iv. Manage final approved evidence and artifacts, and populate the designated certification document repository as instructed by DHHS.
- v. Assist DHHS in the preparation of certification artifacts, evidence and presentation materials as directed and in coordination with such other organizations as directed by DHHS, e.g., requirements/user stories and/or use cases for functional and non-functional requirements, data, business, capacity/performance, security/privacy/HIPAA compliance, usability, maintainability, interface, 508 compliance, disaster recovery, TMSIS, traceability to test plans or test cases.
- vi. Correct all required remediation activities related to certification findings on a schedule to be approved by CMS and DHHS.
- vii. Present at milestone reviews and other certification meetings as directed by DHHS.
- viii. Ensure that any required certification artifacts or evidence maintained by Vendor's subcontractors or vendors is made available timely as requested by DHHS and CMS.
- ix. Ensure CMS system certification through correct design, implementation, documentation and adherence to all CMS certification guidelines.
- x. Comply with all requirements in the most current CMS certification guidelines as interpreted by DHHS.
- xi. Provide all required artifacts and comply with all requirements as defined in the most current CMS Streamlined Modular Certification guidelines.

Gainwell provides comprehensive CMS certification support throughout the certification lifecycle and performs all activities necessary to support Nebraska DHHS in achieving and maintaining CMS certification for the MDR solution. Our CMS MMIS Certification Practice applies proven certification methodologies, dedicated certification resources, and established governance processes to support certification planning, evidence development, ORRs, CRs, remediation activities, and final certification approval.



[REDACTED]

V.G.1.b Pre-Operational Readiness Review

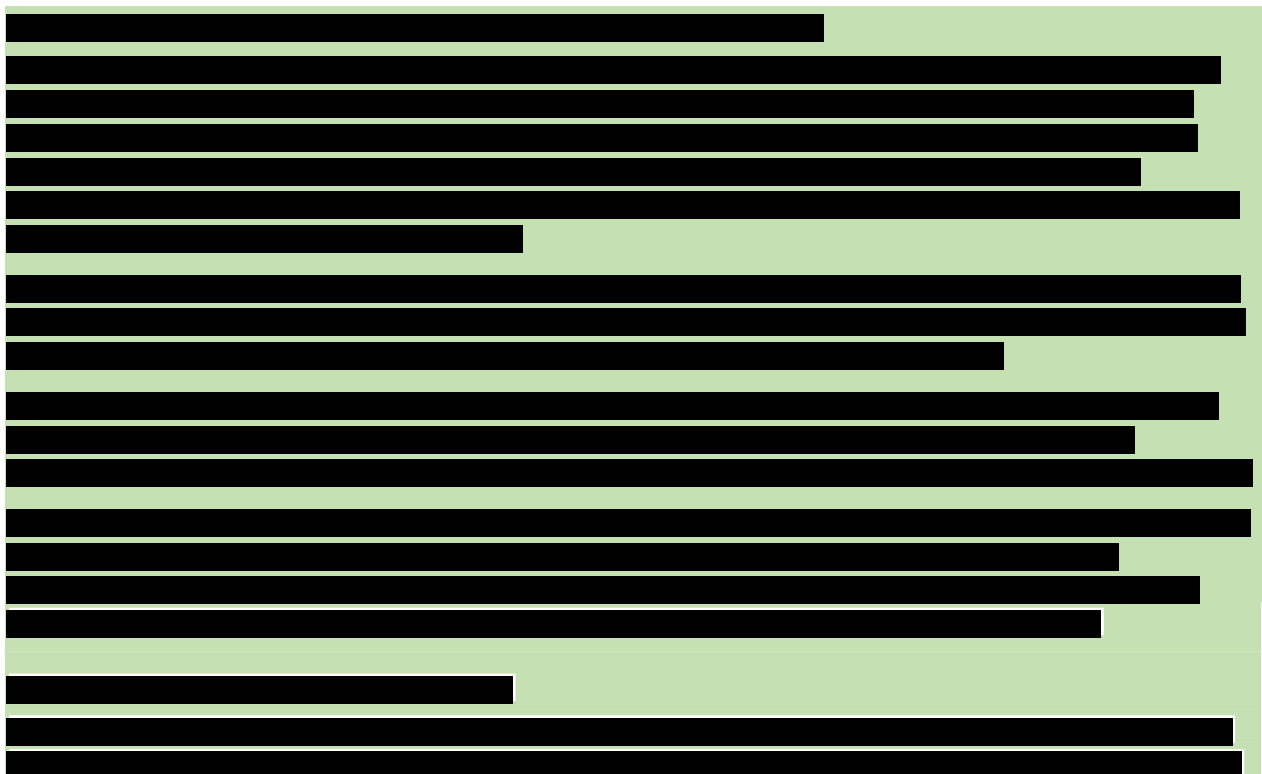
RFP Reference: V.G.1.b Pre-Operational Readiness Review, pp. 45–46

- i. The Vendor shall develop, maintain and submit a Requirements Traceability Matrix (RTM) to show bi-directional traceability with applicable business requirements and their realization throughout all project phases (e.g., requirements, design, testing and certification). This should include how the requirement is realized (e.g., configuration, custom development, base functionality). All revisions must be reviewed and approved by DHHS.
- ii. The Vendor shall use State approved testing, configuration and change control procedures for all changes made to the solution resulting from the certification process.
- iii. The Vendor's requirements management tool shall have the ability to manage requirements traceability by module(s), MITA business area, MITA business process and all applicable Certification Outcomes.

- iv. The Vendor shall document any gaps between the initially configured solution and the business requirements in the requirements management tool. Gaps must show bi-directional traceability with applicable business requirement(s), design, test cases, test results, CMS Required Outcomes, State Specific Outcomes and Reporting Metrics.
- v. The Vendor shall validate the functions of the system against the CMS Required Outcomes, State Specific Outcomes and Reporting Metrics.
- vi. The Vendor shall provide a detailed Implementation Plan as defined by CMS SMC Required Artifacts.
- vii. The Vendor shall develop a crosswalk for all requirements of the SMC Testing Guidance Framework, or most current CMS testing guidance, to demonstrate where each requirement is addressed.
- viii. The Vendor shall develop a Certification Crosswalk that describes how the Vendor's deliverables and other documentation align with the Conditions for Enhanced Funding, CMS Required and State Specific Outcomes for the system/module.
- ix. The Vendor shall develop CMS certification evidence and artifacts for each CMS and State Specific Outcome and Condition for Enhanced Funding as required by CMS and DHHS and in accordance with DHHS schedule.
- x. The Vendor shall include detailed certification tasks, milestones and deliverables in the project workplan as directed by DHHS.
- xi. Data Management, Conversion and Migration Plan in line with CMS SMC certification requirements have been Developed, submitted, and maintained.
- xii. The Vendor shall develop, submit and maintain a System Test Plan in line with CMS SMC certification requirements. The System Test plan must be informed by the CMS SMC Testing Guidance Framework or most current CMS testing guidance.
- xiii. The Vendor shall develop, execute, maintain and deliver for DHHS's approval, a System Security Plan (SSP) that will document the current level of security controls within the module scope of work that protects the confidentiality, integrity and availability (CIA) of the solution and its information. This is a living document and will be updated no less than annually and when new vulnerabilities are identified and mitigated and when additional functionality and/or components are implemented. The System Security Plan must be approved before any State data is transferred or entered into the solution. DHHS must approve all revisions of the System Security Plan. If the Vendor's solution is hosted by DHHS, DHHS will provide supporting information to the Vendor to complete the SSP.
- xiv. The SSP must address the following topics:
 - 1) Adherence to DHHS's requirements outlined in the "Security and Privacy Controls Requirements" document, included in the Procurement Library;
 - 2) Compliance with the Centers for Medicare and Medicaid Services (CMS) Acceptable Risk Safeguards (ARS) to assess CIA and NIST SP 800-53 Rev 4 at a "moderate" control level.
 - 3) Data center physical security.
 - 4) Network segmentation, access controls, and forensics.
 - 5) Perimeter security.
 - 6) Application security and data sensitivity classification, including Protected Health Information (PHI) and Personally Identifiable Information (PII).
 - 7) End-point protections such as multiple redundant firewalls and host-based intrusion detection systems.
 - 8) Identification and prevention of the use of prohibited functions, ports, protocols, and services.
 - 9) Network, firewall, server and other security-related configurations and changes.
 - 10) Intrusion detection and prevention.
 - 11) Network scanning tools.
 - 12) Host hardening.
 - 13) Internet filtering.

- 14) Remote access.
- 15) Encryption of data at rest and in transit.
- 16) User authentication and directory services.
- 17) Interfaces and exchange of data with external entities.
- 18) System penetration testing.
- 19) Management of operating system and security patches.
- 20) Anti-Virus and malware detection and email gateways.
- 21) Assessment and testing of system and code modifications; and
- 22) Allowable internal and external communication protocols.
- 23) Compliance with the Federal Risk and Authorization Management Program (FedRAMP) Certification, FedRAMP Risk Assessment that indicates compliance or documented NIST 800-53 rev 4 at a “moderate” system risk assessment designation for Vendor hosted solutions.
- 24) Compliance with Statement on Standards for Attestation Engagements (SSAE-16) SOC 1 Type 2.
- 25) Compliance with Statement on Standards for Attestation Engagements (SSAE-16) SOC 2 Type 2.

Gainwell uses a structured certification readiness methodology that aligns project requirements, design, configuration, testing, implementation, security, and operational readiness activities with CMS SMC requirements and Nebraska DHHS certification objectives. Our certification approach supports successful completion of the Pre-Operational Readiness Review (Pre-ORR) by integrating certification activities into the project lifecycle, maintaining comprehensive traceability across all project artifacts, and developing the evidence required to demonstrate compliance with CMS and State certification outcomes.



[REDACTED]

A horizontal bar chart titled "Percentage of respondents who believe the U.S. should take action to address climate change." The chart compares responses across three age groups (18-29, 30-49, 50+) and two genders (Male, Female). The x-axis represents the percentage from 0 to 100. The y-axis lists the demographic categories. The data is as follows:

Age Group	Gender	Percentage
18-29	Male	85%
	Female	88%
30-49	Male	78%
	Female	82%
50+	Male	65%
	Female	72%

V.G.1.c Operational Readiness Review (ORR)

RFP Reference: V.G.1.c Operational Readiness Review (ORR), p. 46

- i. The Vendor shall develop Operational Readiness Review Checklists (ORR) that will examine the actual solution characteristics and the procedures of the product's operation to ensure that all hardware, software, resources, procedures, and user documentation accurately reflect the deployed state of the system.
- ii. The Vendor's solution must comply with all vendor-applicable requirements outlined in CMS Conditions for Enhanced Funding 42 C.F.R. §433.112. The Vendor must conduct all activities and provide the necessary documentation and artifacts to evidence compliance with these conditions.
- iii. The Vendor shall ensure that all system testing, specifically user acceptance testing, is completed in advance of Operational Readiness Review (ORR), allowing for timely collection and submission of comprehensive evidence and test reports to CMS.

Gainwell applies a structured ORR methodology that aligns with CMS SMC guidelines and Nebraska DHHS certification objectives. Our approach validates that the MDR solution, supporting infrastructure, operational procedures, staffing, documentation, security controls, interfaces, and support processes are fully prepared for production operations and CMS certification activities.



[REDACTED]

V.G.1.d Certification Review

RFP Reference: V.G.1.d Certification Review, p. 46

- i. The Vendor shall develop and submit all evidence, artifacts, and documents deemed necessary for certification by DHHS and CMS in accordance with DHHS's schedule.
- ii. The Vendor must create and execute a full disaster recovery test and submit the results of that test to DHHS in line with CMS certification timeline requirements.

Gainwell supports Nebraska DHHS throughout the CR phase by preparing, validating, maintaining, and submitting the evidence, artifacts, documentation, and supporting materials required by CMS and DHHS. Our CMS MMIS Certification Practice uses established certification management processes, proven certification assets, and dedicated certification resources to support successful certification outcomes and achievement of CMS certification back to Day One of operations.

[REDACTED]

[REDACTED]

V.G.1.e Operations Metrics

RFP Reference: V.G.1.e Operations Metrics, p. 46

i. The Vendor shall develop, produce, update and support initial and ongoing metrics reporting as defined by DHHS for submission to CMS on a schedule defined by DHHS. The Vendor shall provide continuous updates to certification reporting as required by CMS and DHHS.

[REDACTED]

[REDACTED]

V.G.2 CMS Certification Support

RFP Reference: V.G.2 CMS Certification Support, pp. 46–47

DHHS intends to request enhanced Federal Financial Participation (FFP) of expenditures for the implementation, maintenance, and operations of the procured system. Accordingly, Nebraska Medicaid will require the vendor to ensure that the proposed solution meets all requirements for a successful Certification and support the request to the Centers for Medicare & Medicaid Services (CMS) following adherence to the Streamlined Modular Certification (SMC) process, as introduced in the State Medicaid Director Letter (SMDL) #22-001 and detailed in the Streamlined Modular Certification for Medicaid Enterprise Systems Certification Guidance, as directed by DHHS.

Vendor must provide support throughout the project to ensure that all requirements meet DHHS and CMS deliverables and artifacts, and traceability activities are completed in a quality manner and meet project schedule dates.

Bidder shall read Attachment E – MDR CMS Certification Outcomes and Metrics to ensure their understanding of the outcomes and metrics required for the CMS certification of the MDR system.

Vendor will ensure that CMS Certification is achieved retroactive to the first day of Operations and continued throughout the Operations Phase. The Vendor is responsible for meeting the Federal standards, conditions and business requirements

necessary to ensure initial and continued federal Certification for the operation of the Module and Department to receive full Federal Financial Participation (FFP) and the Federal Medical Assistance Percentage (FMAP) funding. In addition, the Vendor is responsible for meeting any new or modified Federal standards necessary to ensure initial and continued federal Certification, provided that to the extent those standards or requirements are not outside the scope of the RFP and do not result in a material cost impact on Vendor, otherwise the Vendor shall only be required to meet them if and to the extent the parties agree to do so through the Change Order process.

To ensure achieving the CMS Certification, the vendor shall perform each of the following tasks as indicated in a. through d. below. Additionally, the Vendor must actively support certification activities coordinated by DHHS to support CMS SMC and such support must be available to State from contract award until CMS certification is granted for the MDR system.

Gainwell recognizes the importance of CMS certification in supporting Nebraska DHHS access to enhanced FFP and ongoing federal funding for the MDR solution. Our CMS MMIS Certification Practice provides dedicated certification leadership, proven certification methodologies, established certification assets, and experienced certification resources to support DHHS throughout the SMC lifecycle.

[Redacted content]

[REDACTED]

V.G.2.a CMS Certification Plan

RFP Reference: V.G.2.a CMS Certification Plan, p. 47

- i. The Vendor shall develop and maintain a Certification Plan that defines the Vendor's approach to CMS certification. It must describe the processes and procedures that will be used to manage certification requirements. The Certification Plan must comply with the most current CMS certification process to ensure the system will meet all certification requirements.
- ii. The vendor must submit a Certification Plan no later than 90 calendar days after the Kick-off.

[REDACTED]

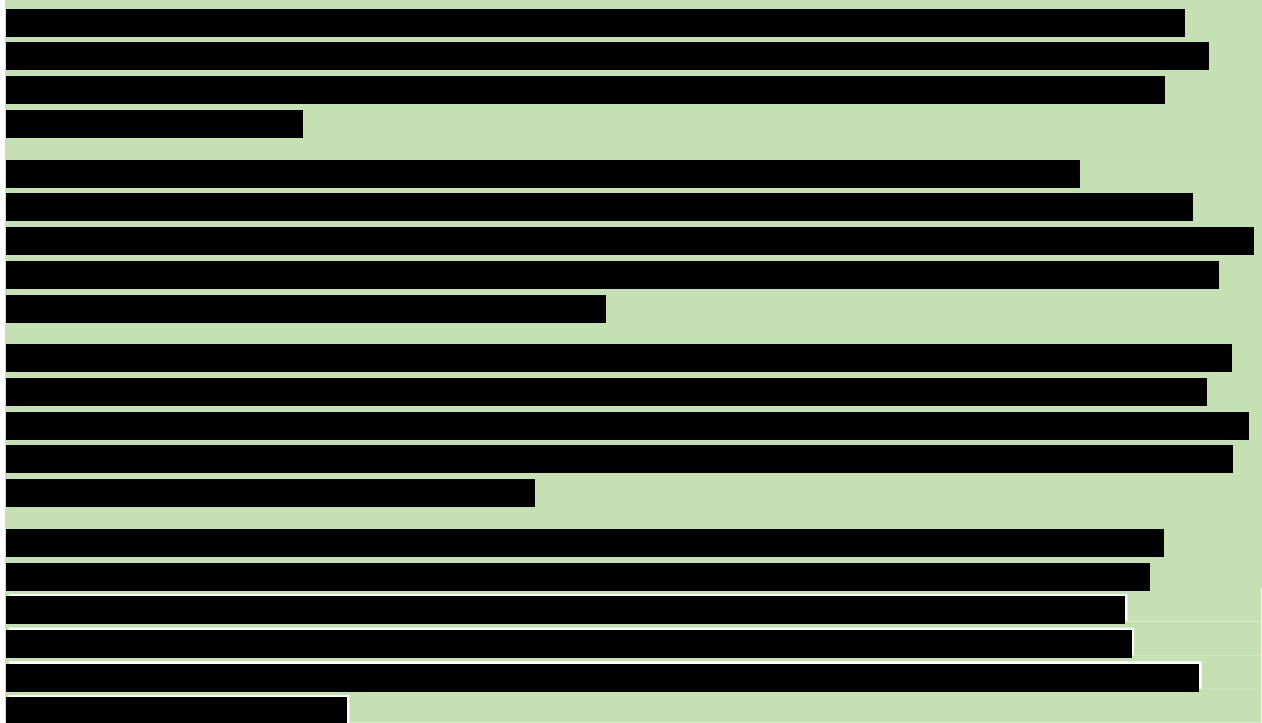
[REDACTED]

V.G.2.b Assist DHHS with Advanced Planning Document (APD) Supporting Materials

RFP Reference: V.G.2.b Assist DHHS with Advanced Planning Document (APD) Supporting Materials, p. 47

- i. Develop any materials required by DHHS to support the submission of an APD to CMS related to this project.
- ii. Assist DHHS in developing metrics and mapping them to the required outcomes to be included in any needed APDs. Please refer to “Attachment E – CMS Certification Outcomes and Metrics” for the MDR system. The CMS Certification Outcomes and Metrics must be maintained throughout the project life cycle until Certification is achieved.

[REDACTED]



V.G.2.c Assist DHHS with Operational Readiness Review (ORR)

RFP Reference: V.G.2.c Assist DHHS with Operational Readiness Review (ORR), p. 47

- i. Develop any documentation needed for the ORR with CMS.
- ii. Produce evidence that the system meets the Conditions of Enhanced Funding (CEF).
- iii. Prepare for and participate in the Operational Readiness Review presentation.

Gainwell provides comprehensive support to Nebraska DHHS throughout the CR process. Our CMS MMIS Certification Practice uses established certification governance, dedicated certification resources, and proven certification methodologies to support successful completion of CR activities and achievement of CMS certification objectives.

Prior to the CR, Gainwell reviews all readiness activities, certification artifacts, testing results, operational metrics, security documentation, and implementation outcomes to identify and resolve any outstanding system or operational issues. Gainwell works closely with DHHS to address issues identified through ORRs, testing activities, quality reviews, security assessments, and certification preparation activities so that all identified concerns are resolved before the CR.

Gainwell develops, maintains, and updates all certification artifacts required to demonstrate compliance with CMS Conditions for Enhanced Funding, CMS-Required Outcomes, State-Specific Outcomes, certification reporting requirements, and other certification criteria established by CMS and DHHS. Certification evidence is reviewed, validated, and maintained throughout the project lifecycle to support CR activities and ongoing certification compliance.

Certification artifacts include requirements traceability documentation, design documentation, testing evidence, operational readiness materials, security and privacy documentation, performance metrics, disaster recovery documentation, implementation documentation, training materials, demonstrations, presentations, and other supporting evidence required by CMS and

DHHS. Gainwell updates these materials as system functionality, certification requirements, operational processes, or approved changes evolve.

Gainwell develops, maintains, and reports all certification metrics required to support CR activities. Metrics reporting aligns with CMS certification requirements, State-Specific Outcomes, operational performance measures, and certification reporting expectations. Certification metrics are monitored continuously and updated according to DHHS-established schedules to support CR readiness and ongoing compliance activities.

Throughout the CR process, Gainwell actively supports DHHS by participating in certification meetings, readiness reviews, demonstrations, evidence reviews, and CMS review sessions. Our certification team prepares presentation materials, demonstration scripts, certification evidence packages, operational metrics, and supporting documentation used during the review process. Gainwell also responds to reviewer questions, provides clarification regarding certification evidence, supports demonstrations, and assists DHHS in addressing certification-related inquiries.

If CMS identifies deficiencies, findings, observations, or corrective actions during the CR, Gainwell promptly develops and executes remediation plans in coordination with DHHS. Remediation activities are prioritized, tracked, tested, documented, and completed according to timelines approved by CMS and DHHS. Updated certification evidence, testing results, operational documentation, and supporting artifacts are resubmitted as required to demonstrate successful resolution of identified issues.

Through proactive certification planning, comprehensive evidence management, continuous metrics reporting, and responsive remediation support, Gainwell helps DHHS successfully complete the CR process and achieve CMS certification back to Day One of operations.

V.G.2.d Assist DHHS with Certification Review (CR)

RFP Reference: V.G.2.d Assist DHHS with Certification Review (CR), p. 47

- i. Must remedy all system or operational issues identified by CMS prior to the certification review.
- ii. Develop and update artifacts of the system meeting all required conditions of enhanced funding.
- iii. Develop and update artifacts for CMS and State specific outcomes and metrics.
- iv. Maintain the metrics required for the certification review.
- v. Provide support to DHHS and participate in the certification review event.
- vi. The vendor shall remedy any issues identified by CMS in the certification review.

Gainwell provides comprehensive support to Nebraska DHHS throughout the CR process. Our CMS MMIS Certification Practice uses established certification governance, dedicated certification resources, and proven certification methodologies to support successful completion of CR activities and achievement of CMS certification objectives.

Prior to the CR, Gainwell reviews all readiness activities, certification artifacts, testing results, operational metrics, security documentation, and implementation outcomes to identify and resolve any outstanding system or operational issues. Gainwell works closely with DHHS to address issues identified through ORRs, testing activities, quality reviews, security assessments, and certification preparation activities so that all identified concerns are resolved before the CR.

Gainwell develops, maintains, and updates all certification artifacts required to demonstrate compliance with CMS Conditions for Enhanced Funding, CMS Required Outcomes, State-

Specific Outcomes, certification reporting requirements, and other certification criteria established by CMS and DHHS. Certification evidence is reviewed, validated, and maintained throughout the project lifecycle to support CR activities and ongoing certification compliance.

Certification artifacts include requirements traceability documentation, design documentation, testing evidence, operational readiness materials, security and privacy documentation, performance metrics, disaster recovery documentation, implementation documentation, training materials, demonstrations, presentations, and other supporting evidence required by CMS and DHHS. Gainwell updates these materials as system functionality, certification requirements, operational processes, or approved changes evolve.

Gainwell develops, maintains, and reports all certification metrics required to support CR activities. Metrics reporting aligns with CMS certification requirements, State-Specific Outcomes, operational performance measures, and certification reporting expectations. Certification metrics are monitored continuously and updated according to DHHS-established schedules to support CR readiness and ongoing compliance activities.

Throughout the CR process, Gainwell actively supports DHHS by participating in certification meetings, readiness reviews, demonstrations, evidence reviews, and CMS review sessions. Our certification team prepares presentation materials, demonstration scripts, certification evidence packages, operational metrics, and supporting documentation used during the review process. Gainwell also responds to reviewer questions, provides clarification regarding certification evidence, supports demonstrations, and assists DHHS in addressing certification-related inquiries.

If CMS identifies deficiencies, findings, observations, or corrective actions during the CR, Gainwell promptly develops and executes remediation plans in coordination with DHHS. Remediation activities are prioritized, tracked, tested, documented, and completed according to timelines approved by CMS and DHHS. Updated certification evidence, testing results, operational documentation, and supporting artifacts are resubmitted as required to demonstrate successful resolution of identified issues.

Through proactive certification planning, comprehensive evidence management, continuous metrics reporting, and responsive remediation support, Gainwell helps DHHS successfully complete the CR process and achieve CMS certification back to Day One of operations.

V.H PROJECT PLANNING AND MANAGEMENT

RFP Reference: V.H Project Planning and Management, pp. 47–48

The vendor shall designate a dedicated project team, including project managers, business analysts, sponsors, and key stakeholders, who will collaborate with the State throughout the project lifecycle.

IMPORTANT NOTE: When designating the project team, the Vendor must select and resource subject matter experts proficient in the Drug Rebate domain.



[illegible]

V.H.1 Work Plan

RFP Reference: V.H.1 Work Plan, p. 48

Provide a general work plan for approaching the project requirements outlined herein Section (V) and provide assurances in your ability to meet all requirements as outlined and avert delays.

[Redacted content]

Schedule Protection

Gainwell front-loads data inventory, interface coordination, security planning, CMS evidence mapping, environment readiness, and State decision dates. Mock conversions and test cycles begin early and repeat. When a variance appears, the project manager issues a documented recovery action that may include re-sequencing, parallel execution, resource augmentation, or fast-tracking, while preserving quality and approval gates.

[Redacted content]

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[REDACTED]

V.H.1.a Detailed Certification Tasks, Milestones, and Deliverables

RFP Reference: V.H.1.a, p. 48

The Vendor shall include detailed certification tasks, milestones and deliverables in the project workplan as directed by the State.

[REDACTED]



V.H.2 Project Timeline

RFP Reference: V.H.2 Project Timeline, p. 48

Provide a detailed project timeline that clearly demonstrates all the project implementation steps, from inception through completion, to provide assurances on your ability to meet the Go-live date. At a minimum, the timeline must include the date(s) when all components will be delivered for the User Acceptance Testing (UAT) environment, proposed dates for training, Go-live date, and warranty period. Such dates shall conform with the required timeframes outlined in Section (V)(H)(3).

State expects the vendor to use Commercially Reasonable Efforts to complete the Design, Development, and Implementation (DDI) within twelve (12) months of the Kickoff. The DDI shall be complete no later than eighteen (18) consecutive months after the Kickoff.

[illegible]

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[REDACTED]

V.H.3 Project Management

RFP Reference: V.H.3 Project Management, p. 48

Please explain your company's approach to each of the following as it relates to:

- Project management.
- Risk management.
- Communication management.
- Staffing plan.
- Background checks on any personnel accessing sensitive and confidential information.
- Any tool(s) used for project management, document management, status reporting, and project collaboration.

Describe your company's methodology to accomplishing each respective task listed in a. through e.

Gainwell applies a structured project management methodology that integrates governance, risk management, communication management, resource management, quality management, and project controls throughout the MDR project lifecycle. Our approach promotes transparency, accountability, timely decision-making, and proactive management of project activities from initiation through implementation, CMS certification, stabilization, and ongoing operations.

A dedicated project team supports Nebraska DHHS throughout the engagement. The team includes project leadership, Drug Rebate SMEs, business analysts, technical resources, certification specialists, and operational support personnel who work collaboratively with DHHS stakeholders to manage project activities, deliverables, dependencies, and milestones.

[REDACTED]

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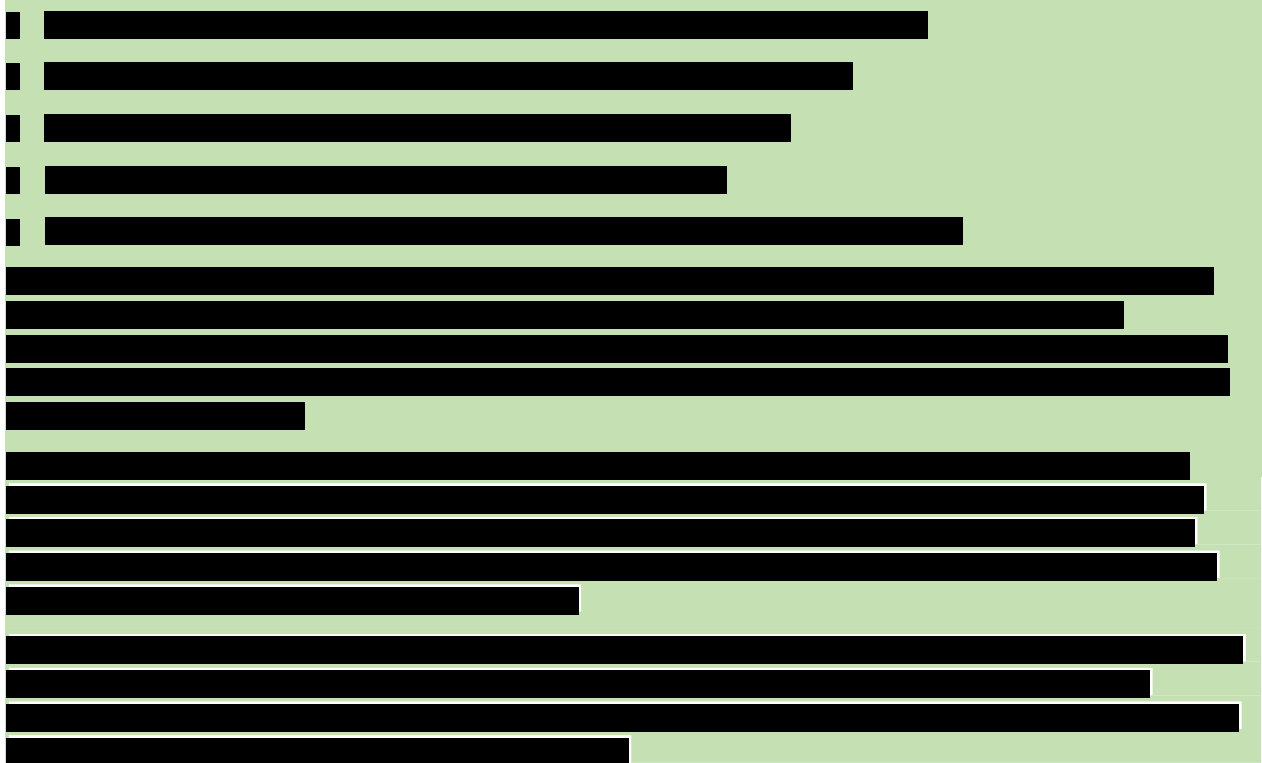
V.H.3.a Designated Project Manager – Implementation, Configuration, Deliverables

RFP Reference: V.H.3.a, p. 48

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

Gainwell designates a dedicated project manager who serves as the primary point of contact for Nebraska DHHS throughout implementation of the MDR solution. The project manager is responsible for coordinating project activities, managing the project schedule, facilitating communication among stakeholders, and overseeing the successful delivery of implementation, configuration, certification, testing, training, deployment, and operational readiness activities.

[REDACTED]



V.H.3.b Project Management Approach

RFP Reference: V.H.3.b, p. 48

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

Gainwell uses a disciplined, PMO-led project management approach grounded in PMBOK and executed through our GainwellOne delivery model. This approach integrates work planning, requirements validation, testing, governance, and reporting into a single management framework built on standardized templates, repeatable processes, and proven accelerators. GainwellOne combines waterfall, iterative, and agile practices, while Microsoft Project, ALM, and the PMO repository provide the structure to manage scope, schedule, dependencies, deliverables, and decisions across the implementation lifecycle.

V.H.3.c Designated Project Management – Weekly Project Updates

RFP Reference: V.H.3.c, p. 48

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).

Gainwell's designated project manager participates in weekly project update teleconference meetings with Nebraska DHHS throughout the project lifecycle. These meetings serve as a primary mechanism for reviewing project progress, discussing upcoming activities, monitoring milestones, managing risks and issues, reviewing action items, and maintaining alignment between Gainwell and DHHS project teams.

The project manager prepares and facilitates weekly status discussions and provides updates on project accomplishments, deliverable status, schedule performance, certification activities,

testing progress, training activities, implementation readiness, open risks, issue resolution efforts, and upcoming milestones. Weekly meetings provide DHHS stakeholders with timely visibility into project performance and create opportunities to address questions, concerns, and decisions that may affect project execution.

Gainwell's project manager uses these meetings to review:

- Project schedule and milestone status
- Deliverable progress and upcoming submissions
- Risks, issues, dependencies, and mitigation activities
- CMS certification activities and readiness status
- Testing, training, and implementation activities
- Action items and decision points
- Resource coordination and upcoming priorities

When topics require specialized expertise, the project manager coordinates participation from additional Gainwell resources, including Drug Rebate SMEs, technical resources, testing staff, certification specialists, training personnel, operational support resources, or executive leadership. Gainwell readily includes appropriate project team members whenever requested by DHHS or when the project manager determines additional expertise would facilitate issue resolution, decision-making, or project progress.

Meeting outcomes, action items, decisions, risks, and follow-up activities are documented and tracked through established project management processes. Status updates and action item reviews support accountability, transparency, and timely resolution of project concerns.

This collaborative communication approach provides DHHS with consistent access to project leadership and subject matter expertise while supporting proactive project management, informed decision-making, and successful delivery of the MDR solution.

V.H.3.d Monthly Status Reports

RFP Reference: V.H.3.d, p. 48

Submit a monthly status report to the State team based on agreed upon metrics.

Gainwell will submit a monthly status report to Nebraska DHHS based on mutually agreed-upon project metrics and reporting requirements. The report will provide a concise summary of overall project status, progress against milestones, deliverable completion, CMS certification activities, testing and implementation progress, open risks and issues, mitigation activities, and planned work for the upcoming reporting period.

The project manager will review the report with DHHS during regularly scheduled governance and status meetings and will address questions, concerns, and project priorities. This reporting approach provides transparency into project performance, supports informed decision-making, and promotes timely identification and resolution of issues that may affect project objectives, schedule, or deliverables.

V.H.3.e Executive-Level Reviews

RFP Reference: V.H.3.e, p. 48

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

Gainwell will facilitate executive-level review meetings with Nebraska DHHS leadership and executive stakeholders throughout the project lifecycle. These meetings provide a forum to review overall project performance, implementation progress, schedule status, key accomplishments, project health indicators, CMS certification readiness, risks, issues, and strategic decisions affecting the MDR project.

Executive reviews are conducted on a mutually agreed schedule and focus on maintaining alignment between project objectives, business priorities, and implementation activities. Gainwell's account manager and project manager will lead these sessions, present executive-level status information, discuss emerging risks and mitigation strategies, review major milestones, and facilitate stakeholder decision-making.

When proposed changes affect project scope, schedule, deliverables, resources, or priorities, Gainwell will use executive review meetings to discuss impacts, review recommendations, obtain direction from DHHS leadership, and formalize approved changes through the established project governance and change management processes.

This executive governance approach promotes transparency, timely decision-making, stakeholder alignment, and effective management of project priorities throughout implementation and certification activities.

Written Deliverables

Written deliverables begin with a DED submitted to DHHS at least 30 calendar days before the deliverable due date. Gainwell does not treat a deliverable, project phase, or billing milestone as complete until DHHS provides written approval. We incorporate required revisions at no additional cost and protect the approved schedule through active dependency, risk, issue, change, and quality management.

V.I DELIVERABLES AND DUE DATES

RFP Reference: V.I Deliverables and Due Dates, pp. 48–51

Percentages for Implementation Milestones would include below billing milestones, with specified deliverables tied to each milestone:

Requirement and Design Milestone: 20% of Implementation fees.

Development and Testing Milestone: 20% of Implementation fees.

Data/File Conversion and Migration Milestone: 20% of Implementation fees.

Operational Readiness Milestone: 20% of Implementation fees.

Certification Milestone: 20% of Implementation fees.

Gainwell confirms our understanding of and commitment to the implementation and operational deliverables, due dates, milestone payment structure, and written acceptance requirements in RFP Section V.I and the related requirements in Sections V.D, V.G, and V.H. Within three weeks of kickoff, we will establish the due date, owner, dependencies, review periods, acceptance event, and milestone association for every RFP deliverable in a DHHS-approved IMS. We will manage the schedule in Microsoft Project, maintain it throughout the project lifecycle, and process changes only through the approved Change Management Plan.

Gainwell has more than 50 years of experience providing quality, timely deliverables for state Medicaid agencies. Our PMO, project managers, MDR SMEs, quality reviewers, and leadership use a library of proven, peer-reviewed Medicaid deliverable templates compatible with the Microsoft Office Suite and Microsoft Project. We will work collaboratively with DHHS to confirm submission and receipt of each deliverable and will maintain a formal deliverable tracking workbook that provides end-to-end visibility from DED through written approval.

This section summarizes Gainwell's approach to managing deliverables, milestones, due dates, review cycles, and acceptance activities. Detailed deliverable-by-deliverable responses are provided in Technical Response Part II.D – Section V.I Deliverables and Due Dates, with supporting detail in the applicable Section V.D, V.G, and V.H narratives.

Deliverable Governance and Acceptance

During project initiation, Gainwell and DHHS will finalize DRAP. The State retains final decision authority for DRAP. The approved process defines the submission method, designated reviewers and approvers, review periods scaled to the size and complexity of each deliverable, consolidated comment procedures, walkthroughs, revision and resubmission activities, acceptance criteria, and electronic sign-off. Gainwell staggers deliverable deadlines and review periods in the IMS to avoid resource conflicts and to preserve the critical path.

The DED aligns expectations before Gainwell develops the corresponding written deliverable. At a minimum, each DED will identify the purpose and scope; applicable RFP, attachment, contract, certification, and performance requirements; planned table of contents; required inputs and dependencies; responsible SMEs and reviewers; format and submission method; acceptance criteria; and the development, review, revision, and final submission schedule. This DED-first approach gives DHHS early visibility into content and accelerates the path to approval by reducing late-stage rework.

Before submission, deliverables pass Gainwell internal quality control. The deliverable owner validates technical and program accuracy; SMEs confirm MDR content; the PMO checks organization, format, grammar, version history, and schedule compliance; the requirements lead confirms bidirectional traceability where applicable; and the project manager authorizes submission. Final deliverables are complete, clear, logically organized, factually accurate, relevant to the requirement, consistent with industry best practices, free of structural errors, and inclusive of the date, author, page numbers, and revision history, as appropriate.

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Bar Index	Approximate Length (Relative)
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4	85%
5	82%
6	78%
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V.I.1 Implementation Deliverables

RFP Reference: V.I.1 Implementation Deliverables, pp. 48–50

For the MDR scope of work the implementation deliverables will be tracked within 5 milestones. As deliverables are completed, they will be provided to DHHS for review and approval. Approval authority will be defined by DHHS. All deliverables must be approved in writing. Once all deliverables are completed for that milestone, that milestone payment, based on the percentage of the total implementation cost noted on the Cost Proposal, can be billed. The first milestone should be within the first few months after Contract Award, as several of the deliverables have specific requirements noted in the Functional and Technical Specification attachments. Milestone 2 & 3 must be completed prior to Go Live, with all required

deliverables completed, reviewed and approved by DHHS. Milestone 4 will occur after Go Live, when all Go Live activities are completed, and other Milestone 4 deliverables have been approved by DHHS. Milestone 5 will occur not less than 6 months after Go Live when all CMS certification activities are completed, and CMS has approved the solution and project.

The Vendor shall complete each of the following items as indicated and in accordance with the requirements as outlined herein the RFP Section (V) and Attachments A - E, and any related documents. Each project section is to be reviewed and approved by the State stakeholder. The vendor must create a document to be utilized for the formal approval of each project section, which is to be electronically signed by the designated State stakeholder.

Below are the specific deliverables for each milestone for the MDR scope of work:

Response	Percentage
Yes, the U.S. should take action to address climate change	95%
No, the U.S. should not take action to address climate change	5%

Milestone Billing Protection

Written DHHS approval of deliverables assigned to a milestone is the sole release criterion for the associated 20% implementation invoice; if deliverables remain open, Gainwell keeps the milestone open, maintains corrective actions in the deliverable tracker, and does not submit the milestone invoice.



V.I.1.a Milestone 1: Requirement and Design Milestone

RFP Reference: V.I.1.a, p. 49

- i. Project Kickoff Meeting & Presentation
- ii. Master Project Plan
- iii. Integrated Master Schedule
- iv. Project Management Plan
- v. Risk Management Plan
- vi. Issue Management Plan
- vii. Review and Approval Process (DRAP)
- viii. Communication Management Plan
- ix. Staffing Management Plan
- x. Change Management Plan
- xi. Application Configuration and Maintenance Plan
- xii. Project Requirements and Design Deliverables
- xiii. Initial Security Review of Proposed Software
- xiv. Project Management, Requirements Management, and Testing Management Tool Selection and Implementation
- xv. Environment Configuration, minimally for Development



[REDACTED]

[REDACTED]

[REDACTED]

V.I.1.b Milestone 2: Development and Testing Milestone

RFP Reference: V.I.1.b, p. 49

- i. Test Management Plan.
- ii. Quality Management Plan.
- iii. Training Plan.
- iv. Integration Plan.
- v. Implementation Plan.
- vi. Pre-Operational Transition Plan.
- vii. Environment Configuration, for all remaining environments;
- viii. Code Migration and Deployment Processes.
- ix. Development, Testing, and Pre-Implementation Deliverables and Work Products.
- x. Contingency Plan.
- xi. Cut-over Plan.
- xii. Data Security Plan.
- xiii. Test Execution and Results.
- xiv. State Staff Training.
- xv. User Manuals.
- xvi. Delivery of production ready system & solution.
- xvii. Business Continuity/Disaster Recovery Plan.
- xviii. Infrastructure Plan.

[REDACTED]

[REDACTED]

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[REDACTED]

V.I.1.c Milestone 3: Data/File Conversion and Migration

RFP Reference: V.I.1.c, p. 49

- i. Data/File Conversion and Migration Plan.
- ii. Data/File Conversion Test Plan.
- iii. Conversion Mapping Guide.
- iv. Perform the Data/File Conversion and Migration.
- v. Provide a Data/File Conversion and Migration Results Report; and
- vi. Obtain acceptance from the State on Data/File Conversion and Migration Results.

[REDACTED]

[REDACTED]

V.I.1.d Milestone 4: Operational Readiness Milestone

RFP Reference: V.I.1.d, pp. 49–50

- i. Go Live Deliverables and Work Products.
- ii. Completion of all required Operational Readiness Review (ORR) certification artifacts.

- iii. Fully operational production MDR solution providing all agreed functionality.
- iv. Online survey for end users feedback.
- v. Begin gathering data to support required metrics.
- vi. Fully functional customer support.
- vii. Transition to Account Management.
- viii. Turnover Plan.
- ix. Knowledge Transfer Plan.

[REDACTED]

[REDACTED]

V.I.1.e Milestone 5: Certification Milestone

RFP Reference: V.I.1.e, p. 50

i. CMS Certification Requirements

- 1) General.
- 2) Pre-Operational Readiness Review.
- 3) Operational Readiness Review.
- 4) Certification Review.
- 5) Operations Metrics Reporting.

ii. CMS Certification Support

- 1) CMS Certification Plan.
- 2) Assist the State with Advanced Planning Document (APD) Supporting materials.
- 3) Assist the State with Operational Readiness Review (ORR).
- 4) Assist the State with Certification Review (CR).
- 5) Metrics Reporting.

Gainwell completes Milestone 5 through a structured certification approach that aligns implementation artifacts, operational evidence, testing traceability, outcome metrics, and formal review materials to the State's certification requirements. This milestone includes completion of the certification requirements and certification support activities needed to demonstrate that the MDR solution, its operations, and its documentation satisfy the applicable CMS and State expectations for certification and ongoing compliance.



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V.I.2 Operational Deliverables

RFP Reference: V.I.2 Operational Deliverables, p. 50

After Go Live, when the MDR system and services are in production mode, ongoing deliverables and support will include the following, as well as other services as agreed. Billing for the ongoing deliverables and support will be based on the Cost Proposal Operational Costs section. Ongoing deliverables and support include, but may not be limited to:

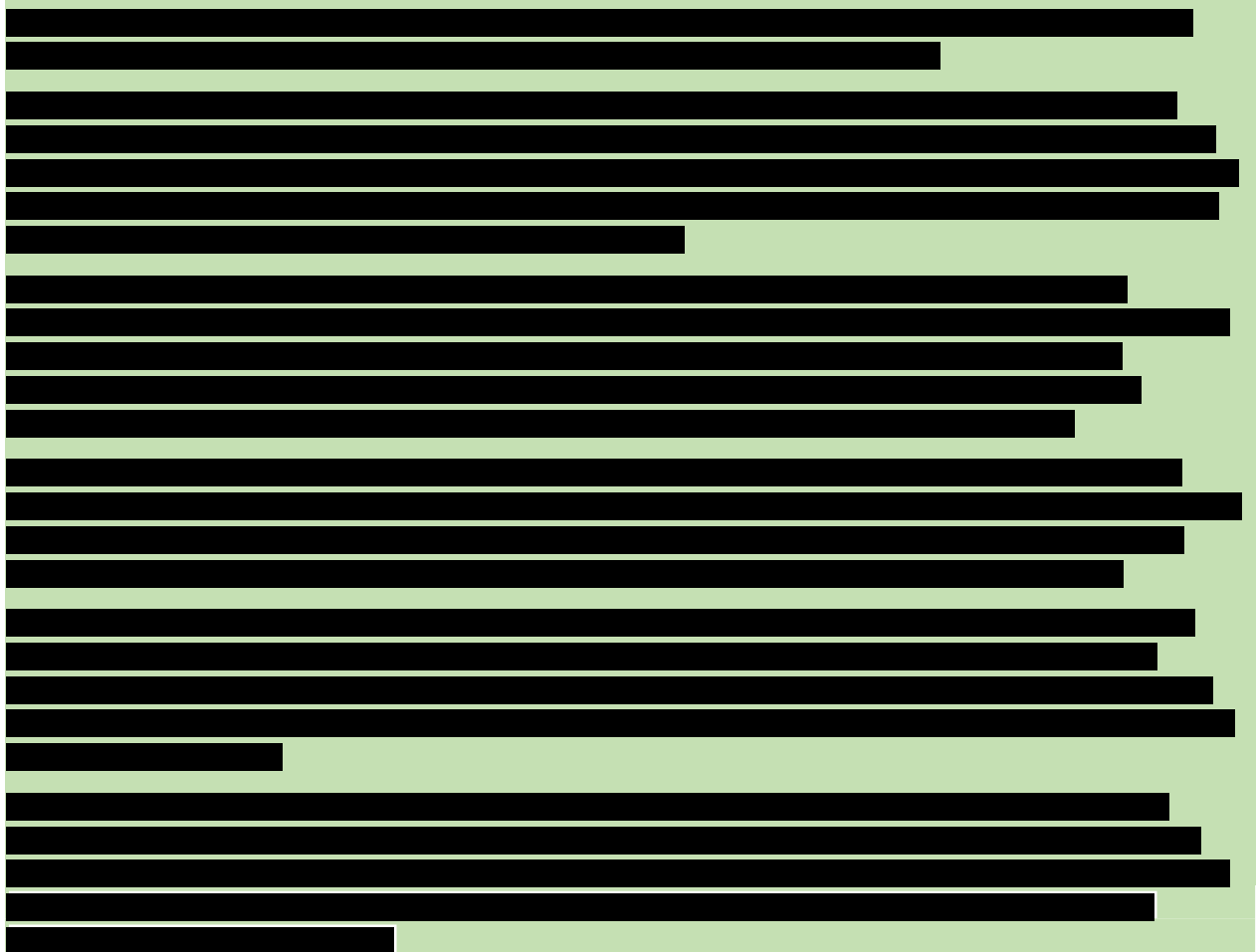
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V.I.2.a Delivery of Operational Deliverables and Services

RFP Reference: V.I.2.a, p. 50

i. Performance Standard Management Process and Report

[Redacted content]



V.I.2.b Operations Support for the System and System Maintenance

RFP Reference: V.I.2.b Operations support for the system and system maintenance, p. 50

- i. Provide new software versions.
- 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; and
- x. Help Desk Support.

Gainwell provides comprehensive operations support and system maintenance services throughout the life of the Contract to support the ongoing availability, security, reliability, and performance of the MDR solution. Following go-live, Gainwell transitions the solution into a structured M&O model that includes service management, system maintenance, issue

resolution, performance monitoring, security oversight, disaster recovery testing, continuous improvement activities, and user support. The operational support model combines established governance processes, proactive monitoring, operational reporting, and experienced support personnel to support efficient day-to-day operations and continuous alignment with DHHS business and technical requirements.

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V.I.2.c Management and Staffing for Dispute Management and Resolution Functions

RFP Reference: V.I.2.c, p. 50

Management and staffing to support dispute management and resolution functions.

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V.I.2.d Management and Staffing for Support System and Ad Hoc Reporting Functions

RFP Reference: V.I.2.d, p. 50

Management and staffing to support system and ad hoc reporting functions.

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V.I.2.e Management and Staffing for Customer Support Functions

RFP Reference: V.I.2.e, p. 50

Management and staffing to support customer support functions.

Gainwell provides Nebraska DHHS with a dedicated customer support organization staffed by experienced Medicaid operations, Drug Rebate, technical, and customer service professionals who work collaboratively to ensure timely issue resolution, high-quality service delivery, and continuous operational support throughout the contract term. Our customer support model combines dedicated account management, operational leadership, functional and technical SMEs, and an ITIL-based Service Desk to provide responsive, accountable support for State users, external stakeholders, and system operations.

Service	Percentage
Online banking	92%
Mobile banking	88%
Online bill payment	85%
Online account opening	78%
Online loan application	65%
Online investment services	42%
Online insurance services	38%
Online credit card application	35%
Online mortgage services	28%
Online retirement services	15%
Online estate planning services	12%

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V.I.2.f Management and Staffing for Ongoing Training Functions

RFP Reference: V.I.2.f, p. 50

Management and staffing to support ongoing training functions.

Gainwell provides Nebraska DHHS with a dedicated training organization that supports continuous learning, knowledge retention, and operational readiness throughout the contract term. Our training program is led by experienced training professionals, supported by MDR SMEs, and integrated with application support, release management, and organizational change management processes to ensure users remain proficient as business processes, regulations, and system functionality evolve.

[REDACTED]

[illegible]

A horizontal bar chart with a light green background and white grid lines. The chart displays the percentage of respondents who believe the U.S. should take action to address climate change. The data is categorized by age group (18-29, 30-49, 50-69, 70+) and gender (Male, Female). The bars are black with thin white outlines. The percentages are as follows:

Age Group	Gender	Percentage
18-29	Male	85%
	Female	88%
30-49	Male	82%
	Female	85%
50-69	Male	78%
	Female	80%
70+	Male	75%
	Female	78%

V.I.3 Due Dates and/or Completion

RFP Reference: V.I.3 Due Dates and/or Completion, pp. 50–51

The vendor must establish due dates for all RFP Deliverables in the Integrated Master Project Schedule within three (3) weeks of Kickoff. All deliverable milestone dates must be reviewed and approved by the State.

Gainwell will establish due dates for all RFP-required deliverables within the IMS and submit the schedule to Nebraska DHHS for review and approval no later than three weeks after Project Kickoff, in full compliance with Section V.I.3. Developed collaboratively with DHHS, the resource-loaded IMS will serve as the authoritative schedule for all project activities, milestones, deliverables, dependencies, and approval gates throughout DDI.

The IMS will identify every contractual deliverable associated with Section V and Attachments A through E, including project management plans, requirements validation, design deliverables, configuration, interfaces, data conversion, testing, training, CMS certification activities, operational readiness, implementation, turnover, and M&O transition. Each deliverable will include planned submission dates, State review periods, approval milestones, responsible owners, predecessor and successor activities, and completion status.

[illegible]

V.I.3.a Timeframes

RFP Reference: V.I.3.a, pp. 50–51

- i. "Kickoff" via teleconference meeting to occur no later than two (2) weeks after the Contract Execution;
- ii. User Acceptance Testing (UAT) Environment shall be completed and fully accessible to users according to the agreed updates in the Project Workplan.
- iii. Go-live: Vendor shall perform and complete all tasks as outlined in Section (V) and the related attachments to deliver a system that has a production environment completed and fully accessible to users no later than eighteen (18) consecutive months after the Kickoff. The State highly desires completion to occur within twelve (12) consecutive months after the Kickoff but will consider a project timeline that is no longer than eighteen (18) consecutive months after the Kickoff.
- iv. Go-live week on-site support.
- v. Post-implementation review teleconference meeting to occur within two (2) weeks following go-live.

- vii. Maintenance, Operations and Support shall begin upon sign-off of go-live and shall continue throughout the duration of the contract and any subsequent optional renewals and any extension.

Gainwell is fully committed to meeting all project milestones and timeframes identified in Section V.I.3.a. Our IMS establishes each milestone, dependency, approval gate, and deliverable due date and is submitted to Nebraska DHHS for review and approval within three weeks of Project Kickoff. The resource-loaded IMS is maintained throughout the project lifecycle and provides complete visibility into schedule performance, critical path activities, and project readiness.

[illegible]